



Agenda
REGULAR CITY COUNCIL MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, April 02, 2013

City Council Pre-Meeting, 7:00 p.m.

(Discussion Only - Annex Building)

City Council Regular Meeting 7:30 p.m.

(City Hall Council Chamber)

Welcome and Roll Call:

Pledge of Allegiance:

Approval of Agenda:

(Approved by Motion)

Presentations:

1. New Employee Introduction
- Gordon Beecher, Human Resources Director

Richland Report:

(Mayor and Council Members)

Comments:

(Please Limit Public Comments to 2 Minutes)

1. Public Comments
2. Reports of Board, Commission, and Committees
3. Report of Visiting Officials

Consent Calendar:

(Approved in its entirety by single vote or Council may pull Consent items and transfer to Items of Business)

Minutes - Approval:

1. Council Meetings Held March 19 and 26, 2013
- Jon Amundson, Assistant City Manager

Ordinances - Passage:

2. Ordinance No. 08-13, Approving Rezone of 12.5-Acre Parcel Near Westcliffe Boulevard from Planned Unit Development (PUD) to Single-Family Residential (R1-10)
- Rick Simon, Development Services Manager

Resolutions - Adoption:

3. Resolution No. 23-13, Authorizing City to Cost Share in LED Street Light Pilot Program in Badger Mountain South Development
- Bob Hammond, Energy Services Director
4. Resolution No. 25-13, Increase Citywide Petty Cash Amounts
- Cathleen Koch, Administrative Services Director
5. Resolution No. 26-13, Establishing a Hearing Date for Proposed Reata Road Annexation
- Rick Simon, Development Services Manager
6. Resolution No. 27-13, Vacating Position No. 7 of the Parks and Recreation Commission
- Joe Schiessl, Parks and Recreation Director

Items for Approval:

7. Purchase and Sale Agreement with Ken Sweeney for a .995-Acre Lot in the Horn Rapids Business Center
- Gary Ballew, Economic Development Manager
8. Facility Contingency Agreement with the Richland Public Facilities District
- Bill King, Deputy City Manager

Award of Bid - Approval:

9. Award of Bid to Culbert Construction for Hodges Court Sewer Main Replacement Project
- Pete Rogalsky, Public Works Director

Expenditures - Approval:

10. March 11, 2013 - March 22, 2013, for \$5,120,426.57, including Check Nos. 199843-200207, Wire Nos. 5286-5297, Payroll Check Nos. 98896-98909, and Payroll Wire/ACH Nos. 7964-7984
- Cathleen Koch, Administrative Services Director

Items of Business:

Items for Approval:

1. Master Plan for the Unnamed Neighborhood Park at Westcliffe Boulevard and Gala Way
- Phil Pinard, Planning and Capital Projects Manager
2. Purchase and Sale Agreement for Surplus Property Located at the N.W. Corner of Swift Blvd. and George Washington Way to Greg Markel
- Bill King, Deputy City Manager

Reports and Comments:

1. City Manager
2. City Attorney
3. Council Members
4. Mayor

Adjournment

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Council Agenda Coversheet

Council Date: 04/02/2013

Category: Consent Calendar

Agenda Item: C1

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: COUNCIL MEETING MINUTES

Department: Assistant City Manager

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the minutes of the Council meeting held on March 19, 2013, and the Council Workshop held on March 26, 2013.

Summary:

None.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

- 1) Draft March 19, 2013 Council Meeting Minutes
- 2) Draft March 26, 2013 Council Workshop Minutes

City Manager Approved:

Johnson, Cindy
Mar 28, 16:07:38 GMT-0700 2013



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, March 19, 2013

Pre-Meeting:

Mayor Fox called the Council to order at 7:00 p.m. in the City Manager's Conference Room, Annex Building.

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

Also present were Deputy City Manager King, Public Works Director Rogalsky, Economic Development Manager Ballew, Communication and Marketing Manager Herron and City Clerk Hopkins.

Mr. King reviewed the agenda items for the March 26, 2013, Council workshop and gave details of the "loose ends" he will be discussing at the workshop regarding the Richland Public Facilities District.

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

Regular Meeting:

Mayor Fox called the Richland City Council to order at 7:30 p.m. in the Council Chamber.

Welcome and Roll Call:

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

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

Also present were Deputy City Manager King, City Attorney Lampson, Administrative Services Director Koch, Fire and Emergency Services Director Baynes, Police Services Director Skinner, Public Works Director Rogalsky, Energy Services Director Hammond, Parks and Recreation Director Schiessl, and City Clerk Hopkins.

Pledge of Allegiance:

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

Approval of Agenda:

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

Presentations:

1. Richland Public Facilities District Quarterly Report

Lisa Toomey, Executive Director, gave the details of the construction calendar, the status of funding, description of the exhibits, educational programs, art and said the building will be ready for occupancy in May of 2014.

2. Richland School District's "Future City Team" Competition Entry

Carmichael Middle School students, Dan Avila, Abum Okemgbo and Viknesh Kasthuri, members of the Future City Competition Club, gave a presentation of their entry into the National Future City Competition. Their future city, "Filtro Rico" addressed storm water runoff issues. Their presentation placed 13 out of 36 entries in the competition.

3. Recognition Video of City Staff Responding to the December 17, 2012, Wind Storm

Mayor Fox introduced the video recognizing the City staff's excellent response to the December 2012 wind storm.

Richland Report:

Council Member Lemley attended the Employee Recognition Breakfast on March 15 and said it was an excellent event.

Council Member Christensen said he also attended the Employee Recognition Breakfast and complimented the event. He said he is a Board Member of the Benton Franklin County Transit and that group attended the American Public Transportation Association conference in Washington D.C. and gave the details of the event. He also gave the background on a federal grant awarded to Complete Coach Works in California that partnered with Benton Franklin County Transit to refurbish a diesel bus into an electric bus. Benton Franklin Transit gave a diesel bus to Complete Coach Works who rebuilt it into an electric bus that will be put into service in the Tri Cities area for testing. The unveiling of the electric bus will be on April 26, 2013.

Mayor Pro Tem Rose said that James Lawless Park has been opened up to Frisbee Golfing and that many people are using the park for the sport.

Mayor Fox said he attended a reception for Governor Inslee who was touring the Hanford site. He said he and Pam Brown-Larsen participated in an interview with a Bloomberg News journalist on the local reaction to the tank leaks. Mayor Fox also said he attended a ribbon cutting ceremony for Mosswood Gallery in their new location in the Parkway area.

Public Hearing:

City Clerk Hopkins read the Public Hearing and Comments instructions.

1. 2013-2018 Transportation Improvement Program Amendments - Resolution No. 22-13

Mr. Rogalsky gave details on the 2013-2018 Transportation Improvement Program Amendments.

Mayor Fox opened the public hearing at 8:17 p.m. and closed the hearing at 8:17:15 p.m. as there were no public comments.

Comments:

1. Public Comments

No public comments.

2. Reports of Board and Commission Representatives:

No reports.

3. Reports of Visiting Officials:

No reports.

Fred Raab said he wanted to thank Melody Meilleur, Finance Manager, who is leaving the Richland Public Facilities District (PFD) employment, for her contributions to the PFD.

Consent Calendar:

City Clerk Hopkins read the Consent items.

Minutes - Approval:

1. Council Meeting Held March 5, 2013
- Jon Amundson, Assistant City Manager

Ordinances - First Reading:

2. Ordinance No. 08-13, Approving Rezone of 12.5-Acre Parcel Near Westcliffe Boulevard from Planned Unit Development (PUD) to Single-Family Residential (R1-10)
- Rick Simon, Development Services Manager
3. Ordinance No. 09-13, Amending RMC 5.01.386, 5.04.387 and 5.04.388 Consolidating the Business License Reserve Committee with the Economic Development Committee
- Gary Ballew, Economic Development Manager

Resolutions - Adoption:

4. Resolution No. 19-13, Appointment to the Planning Commission: Kent Madsen

- Jon Amundson, Assistant City Manager
- 5. Resolution No. 20-13, Acknowledging Satisfaction of the Richland Public Facilities District's Sublease Requirements Related to Pre-Construction for the Hanford Reach Interpretive Center
 - Bill King, Deputy City Manager
- 6. Resolution No. 21-13, Declaring Certain Real Property on Swift Boulevard Surplus
 - Bill King, Deputy City Manager
- 7. Resolution No. 22-13, Adopting 2013-2018 Transportation Improvement Program Amendments
 - Pete Rogalsky, Public Works Director

Items for Approval:

- 8. Authorize Travel for Council Member Bob Thompson
 - Jon Amundson, Assistant City Manager
- 9. Approval to Use Water Equipment Emergency Reserve Funds
 - Pete Rogalsky, Public Works Director
- 10. Approval of the Final Subdivision Plats of Westcliffe Phases X and XI
 - Rick Simon, Development Services Manager
- 11. Authorize Budget Adjustments for the Repurchase of Columbia Point Property from ConAgra/Lamb Weston
 - Gary Ballew, Economic Development Manager
- 12. Grant Agreement with the Washington State Transportation Improvement Board for the Stevens Drive Extension Project
 - Pete Rogalsky, Public Works Director

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

Reports and Comments:

- 1. Deputy City Manager King said the improvement project being done at Claybell Park requires that sections of the park be roped off for construction. He encouraged the public to be aware of the construction area. He said a public meeting on the Duportail Bridge project is being held on Thursday, March 21, 2013, at 4:30 p.m. at the Richland City Shops. He also noted that the Parks and Recreation Department's Mr. Bunny event is Saturday, March 30, 2013, at the Richland Community Center.
- 2. City Attorney Lampson had no comments.
- 3. Council Members:

Council Member Anderson said he and Mr. Rogalsky went to Olympia to attend legislation meeting on transportation issues the potential gas tax to highlight the Duportail Bridge project and other Tri City transportation issues. He also attended a ribbon cutting for the Complete Nutrition store in the Queensgate area.

Council Member Kent attended a Tri-Cities Regional Public Facilities District meeting with the sub-contractor for the proposed aquatic center to help identify features desired for the interior of the center. She said members of the public are needed to volunteer to be on both the aquatic center pro and con committees to prepare for putting the center on the ballot. An advertisement will be in the Tri City Herald in the near future to apply for the committees.

Council Member Lemley noted that he will help cook breakfast at the Mr. Bunny event announced early by Mr. King.

Council Member Thompson questioned the cost effectiveness of the electric bus.

Council Member Christensen added more details regarding the electric bus and said it has been determined that it will pay for itself in two years.

4. Mayor Fox said the Tri-Cities Regional Public Facilities District (TCRPFD) plans to put the aquatic center on the August. He said the TCRPFD will take the pro and con committee applications and make a selection recommendation to the three City Council's by the end of April or first of May for appointment.

Adjournment:

Mayor Fox adjourned the meeting at 8:37 p.m.

Respectfully Submitted,

Marcia Hopkins
City Clerk

FORM APPROVED:

John Fox
Mayor

DATE APPROVED:



MINUTES
CITY COUNCIL WORKSHOP/SPECIAL MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, March 26, 2013

Call to Order:

Mayor Fox called the Council workshop/special meeting to order at 6:00 p.m. in the Council Chamber.

Attendance:

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

Also present were City Manager Johnson, Deputy City Manager King, Assistant City Manager Amundson, Public Works Director Rogalsky, Energy Services Director Hammond, Economic Development Manager Ballew and City Clerk Hopkins.

Workshop Items:

1. Economic Development Quarterly Report (20 minutes)
 - Gary Ballew, Economic Development Manager

Mr. Ballew gave the details of the activities of the Economic Development Office during the 1st Quarter of 2013, which includes the Wine Science Center, Columbia Point repurchase, Kadlec Medical Center Development Agreement, Central Business District Mapping, Department of Energy Property, Spectrum Park, Revitalization Area for Industry, Science and Education (RAISE), Tri-Cities Research District/EB-5, Broadband, Horn Rapids Business Center, Horn Rapids Industrial Park, Energy Park/National Guard Proposal, In fill Housing, Community Development Block Grant (CDBG) and HOME program and Commercial Permits.

Council complimented Mr. Ballew on his accomplishments.

2. Solid Waste Service to Annexed Properties (30 minutes)
 - Pete Rogalsky, Public Works Director

Mr. Rogalsky sought Council guidance on the agreement terms for solid waste services to annexed properties. He gave details of the options that include: 1) Agree to terms as represented in the draft agreement with Waste Management, Inc.; 2) Use the City's authority over solid waste as leverage to negotiate terms of strategic interest to the City; or 3) Negotiate terms to acquire the service rights of the private haulers in order to initiate City-provided service immediately in the annexed areas.

Mr. Rogalsky stated the attached draft contract is the result of dialogue with Waste Management, Inc. and an industry expert attorney that would apply to the Queensgate area annexation and is intended to serve as a template for future annexations. This contract has been presented to all three solid waste haulers and they find the terms agreeable. The Utility Advisory Committee reviewed this issue at the March 12, 2013, meeting and voted unanimously to endorse the approach suggested in the draft Waste Management, Inc. agreement.

Council agreed with the progress of the agreement terms.

3. I-937 Customer Count (15 minutes)
 - Bob Hammond, Energy Services Director

Mr. Hammond said in planning for future obligations related to renewable energy and energy conservation achievement targets of the Energy Independence Act (EIA) (Initiative I-937 passed by Washington State voters in 2006), the Energy Services Department (RES) staff has discovered that the City will not qualify for EIA compliance for several years. The reason for this is based on the interpretation of the terms "customer" and "qualified utility" within the governing statutes. Staff prepared a memo interpreting the terms for review by the City's Utility Advisory Committee (UAC) at their March 12, 2013, meeting. The UAC members voted unanimously to support staff's interpretation. The importance of this interpretation is that the City would defer having to pass the associated compliance costs onto the City's electric utility rate payers for approximately eight (8) years. If the interpretations are acceptable to Council, RES staff will prepare a resolution for Council's consideration at a future meeting, to memorialize the interpretations as City policy.

Council asked for comparative matrix from other cities.

4. Discuss Richland Public Facility District "Loose Ends" (20 minutes)
 - Bill King, Deputy City Manager

Mr. King said there are two remaining requirements from the Richland Public Facilities District's (PFD) sublease of Columbia Park West which must be resolved. First is the creation of a Facility Contingency Fund Agreement, which established how the Fund will be administered. The second is a formal termination of the PFD's original lease of Columbia Point South agreement for distribution of any future windfall, which might result from the site studies or utilities funded by the PFD. Mr. King gave details of these requirements and asked for Council's preferred approach on each of these items to prepare for formal Council action in the near future.

Council supported passing the building permits fees into the Facility Contingency Fund and approved to move forward on this part at the April 2, 2013, Council meeting. Council would like the termination of the original lease brought back at a later time to give them the opportunity to study more information.

Mr. King brought up another topic concerning the surplus property on Swift Avenue. He said the appraisal determined the property was valued at \$5.00 a square-foot due to its odd size. The purchase price is slightly higher than the appraisal price and the buyer is willing to contribute \$20,000 to public art.

Council was not opposed to accepting the funds for public art but was interested in the possibility of relocating the utilities underground on that property and wanted that issue considered in the fund allocation.

Items of Business:

COUNCIL MEMBER THOMPSON MOVED AND COUNCIL MEMBER LEMLEY SECONDED THE MOTION TO EXCUSE COUNCIL MEMBER CHRISTENSEN. THE MOTION CARRIED 6-0.

MAYOR PRO TEM ROSE MOVED AND COUNCIL MEMBER KENT SECONDED THE MOTION TO ADD BUSINESS ITEM INTERLOCAL AGREEMENT FOR REGIONAL EMERGENCY COMMUNICATIONS PLAN (MATRICS) TO THE ITEMS OF BUSINESS. THE MOTION CARRIED 6-0.

1. Resolution No. 24-13, Establishing a Public Hearing Date for the Torbett-Mahan Local Improvement District No. 196
- Pete Rogalsky, Public Works Director

Mr. Rogalsky's report stated on March 5, 2013, Council approved Resolution No. 17-13, setting a public hearing for April 2, 2013 to hear public comment regarding establishment of the Torbett-Mahan Local Improvement District No. 196. State law requires that the resolution be published in the local newspaper and that all property owners be given notice by mail, at least 15 days prior to the public hear. This timely notification was not made as required to proceed with the original public hearing date of April 2, 2013. Staff proposes revising the public hearing date to April 16, 2013, which will allow for the required timely legal ad and property owner notification.

COUNCIL MEMBER THOMPSON MOVED AND COUNCIL MEMBER KENT SECONDED THE MOTION TO APPROVE RESOLUTION NO. 24-13. THE MOTION CARRIED 6-0.

2. Interlocal Agreement for Regional Emergency Communications Plan (MATRICS)
- Cindy Johnson, City Manager

Ms. Johnson said over the past two years, the emergency communication systems (911 dispatch) in Benton and Franklin Counties were studied by a consultant (e-Gov) and their report recommends regionalization of the two existing systems under a single form of governance and operation, citing improved emergency response to citizens, improved safety and effectiveness for emergency responders and reduced overall public costs for taxpayers. A five-member steering committee consisting of

representatives from Benton and Franklin Counties and City Managers from Pasco, Kennewick and Richland have been working collectively towards this goal.

Franklin County obtained a \$100,000 grant from the state of Washington to assist in designing an appropriate implementation plan to regionalize the emergency communication system within the two counties. There is no match required for this grant and virtually no risk to the City of Richland. However, the Interlocal Agreement provides the framework for the work to be completed.

Further, the purpose of this joint effort is to use qualified contract personnel (e-Gov) to assist in the design of a plan of a regionalized emergency communication (E-911) system throughout Benton and Franklin Counties, consisting of a single governance and operational structure, as generally outlined but not strictly constrained by the recommendations in the e-Gov study at the soonest time practicable. Section 6 of the Agreement includes objectives and time frames for this work.

Benton County Commissioners approved the draft Interlocal Agreement on March 19 and the final (without further changes) is making its way through each jurisdiction's approval process. This process has taken longer than anticipated and has pushed the project out several months. However, with the remaining agencies' timely approvals, it is likely e-Gov will remain on the project and grant funds allocated.

Ms. Johnson noted that Benton County, Franklin County, and the Cities of Kennewick, Pasco and Richland collectively represent 90 percent of the emergency communication system use, and its financial support, and will require direct involvement in the design and implementation of a plan to ensure reduced overall public costs for taxpayers, as well as the most effective transition for citizens and responders alike.

MAYOR PRO TEM ROSE MOVED AND COUNCIL MEMBER KENT SECONDED THE MOTION TO APPROVE THE INTERLOCAL AGREEMENT FOR REGIONAL EMERGENCY COMMUNICATIONS PLAN (MATRICS). THE MOTION CARRIED 6-0.

3. 2013 City Manager Goals

Mayor Fox said each year, Council determines performance incentive goals for the City Manager. These goals are measured and evaluated on their own merits and are separate from core management competencies. Council appointed a three-member subcommittee to meet with the City Manager to discuss 2013 goal formulation. The Committee Members are: Mayor John Fox, Mayor Pro Tem David Rose, and Council Member Brad Anderson. On February 22, 2013, the subcommittee members met with the City Manager and agreed upon a number of goals that are consistent with the Strategic Leadership Plan. The City Manager is also responsible for completion of annual objectives within the Strategic Leadership Plan (SLP). Currently, there are 28 goals and 183 objectives in the SLP. The City Manager and subcommittee discussed the merits of the three main goals as they require a good deal of time, resources and leadership from the City Manager in addition to her normal duties. The subcommittee recognizes the high value of these top goals, as well as the high level of engagement

required by the City Manager for successful completion. The subcommittee also acknowledged the significance of partnerships required to accomplish each of these goals. As requested, further information was added to each goal for clarification, as well as Key/Goal identifiers in relation to the Strategic Leadership Plan. The City Manager added targets only as a means to understand the timing of the elements within each goal.

COUNCIL MEMBER KENT MOVED AND COUNCIL MEMBER THOMPSON SECONDED THE MOTION TO APPROVE THE 2013 CITY MANAGER GOALS THE MOTION CARRIED 6-0.

Other Business:

Assistant City Manager Amundson said the Charter Communication Franchise agreement negotiations have been going on for the past 18 months in partnership with the City of Pasco. The negotiations have not been satisfactory and a formal process is now being recommended by the Cities of Richland and Pasco. The City of Pasco would like to hold a meeting with members of their Council and the City of Richland's Council to review the franchise agreement and determine the steps forward.

Council Members Thompson and Lemley volunteered to attend the meeting.

Adjournment:

Mayor Fox adjourned the workshop at 7:17 p.m.

Respectfully Submitted,

Marcia Hopkins
City Clerk

Form Approved:

John Fox
Mayor

Date Approved:



Council Agenda Coversheet

Council Date: 04/02/2013

Category: Consent Calendar

Agenda Item: C2

Key Element: Key 7 - Housing and Neighborhoods

Subject: APPROVING REZONE OF 12.5 ACRES NEAR WESTCLIFFE FROM PUD TO R1-10

Department: Community and Development Services

Ordinance/Resolution: 08-13

Reference:

Document Type: Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 08-13, for the rezoning of 12.5 acres of property near Westcliffe Boulevard and Gala Way from Planned Unit Development to R1-10 Single Family Residential.

Summary:

The Richland School District is requesting the rezone to allow for development of the approximately 12.5 acre site with a new elementary school. The property is currently zoned Planned Unit Development (PUD) with development of the 12.5 acre parcel limited to development with 15 single family homes based on a legal settlement agreement that was entered into between the underlying property owners, the City of Richland, some adjoining homeowner's associations and other individual neighbors. That legal agreement was recently amended by the affected parties to allow for the proposed rezone and the proposed school.

The Richland School District held several meetings with surrounding homeowners associations and other individual adjoining property owners to gauge support and/or opposition to a proposed elementary school on the 12.5 acre site. The District has entered into a Memorandum of Agreement with some of the adjoining property owners and neighboring homeowner's associations that addresses several of the concerns raised during the neighborhood meetings. Although no specific building or site plans have been developed, the district has committed to some general design parameters intended to ensure that development of the site with an elementary school would be done in a manner that reduces some of the anticipated impacts on the surrounding residential uses. Among those design considerations are a single story building design with allowance for a taller gymnasium and specific minimum building setback requirements from the adjoining residential properties to the south.

In addition to the those design parameters agreed to by the School District, the Planning Commission action recommending approval of the rezone also included a condition requiring a traffic study prior to final design and construction of the proposed school. The intent would be to determine the most desirable points of ingress and egress to the school and locations of parking and drop-off/pick-up areas for buses, parents and staff. The study would help determine the best design to limit traffic impacts to the surrounding neighborhoods and to channel school related traffic to and through the signalized intersection at Westcliffe Boulevard and Keene Road and away from the local residential streets. Council gave first reading on March 19, 2013.

Fiscal Impact?

☒ Yes ☐ No

As the School District acquires this property for a school, it will become tax exempt and slightly reduce the City's tax base. The reduction to current property tax revenues would be approximately \$2,500. This should more than be offset by expected new development in the neighborhood.

Attachments:

- 1) Ord 08-13
- 2) Memo of Agreement Between School Dist & Neighbors
- 3) Vicinity Map
- 4) PC Staff Report w/ Attachments
- 5) Planning Commission Minutes

City Manager Approved:

Johnson, Cindy
Mar 28, 16:04:59 GMT-0700 2013

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 8-13

AN ORDINANCE of the City of Richland relating to land use, zoning classifications and districts and amending the Official Zoning Map of the City by amending Sectional Maps No. 60 and 61 so as to change the zoning designation of an approximately 12.5-acre parcel located west of Brantingham Road, east of Gala Way and generally south of Westcliffe Boulevard from Planned Unit Development (PUD) to Single Family Residential 10,000 (R1-10) contingent upon the recording of a properly executed, delivered and accepted Property Use and Development Agreement. [Richland School District]

WHEREAS, on February 27, 2013, the Richland Planning Commission held a properly advertised public hearing to consider a petition to change the zoning of the property hereafter described, said petitioners also filing a SEPA checklist indicating the expected environmental impact anticipated by such zone change; and

WHEREAS, the Richland Planning Commission took action at the February 27, 2013, meeting recommending approval of the requested rezone subject to several conditions; and

WHEREAS, City staff, prior to the Planning Commission's consideration and City Council's consideration of such proposed zone change, has reviewed said SEPA

checklist, assessed the environmental impact expected therefrom and has issued a Determination of Non-Significance (EA2-2013) dated February 20, 2013; and

WHEREAS, the Richland City Council has considered the recommendations and all reports submitted to it and all comments and arguments made to it at the public hearing.

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

Section 1.01 It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is Single Family Residential 10,000 (R1-10) when consideration is given to the interest of the general public.

Section 1.02 Contingent upon the recording, as in Section 1.04 hereof, and within 90 days of the passage of this ordinance, of a properly executed, delivered and accepted "Property Use and Development Agreement" substantially in the form attached hereto as Exhibit A by the petitioner for rezone of the property (Richland School District), restricting the use and development of such property and in order to provide for Single Family Residential 10,000 (R1-10) zoning of the approximate 12.5-acre site more particularly described as follows:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT A UNITED STATES BUREAU OF RECLAMATION BRASS CAP MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 2°11'30" EAST, A DISTANCE OF 606.31 FEET; THENCE LEAVING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 89°20'57" WEST, 30.01 FEET TO A POINT; SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF BRANTINGHAM ROAD AND

THE SOUTHERLY RIGHT-OF-WAY LINE OF WESTCLIFFE BOULEVARD (AUDITOR'S FILE NO. 2005-005967), SAID POINT BEING 30.00 FEET WESTERLY OF THE CENTERLINE OF SAID BRANTINGHAM ROAD AND 30.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID WESTCLIFFE BOULEVARD WHEN MEASURED AT RIGHT ANGLES;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BRANTINGHAM ROAD, SOUTH 02°11'30" WEST PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27 FOR A DISTANCE OF 606.21 FEET; THENCE CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BRANTINGHAM ROAD, SOUTH 02°11'33" WEST PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27 FOR A DISTANCE OF 262.74 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUING ALONG SAID PARALLEL LINE, SOUTH 02°11'33" WEST 395.51 FEET; THENCE LEAVING SAID PARALLEL LINE, NORTH 89°07'23" WEST 1085.37 FEET; THENCE NORTH 00°09'53" WEST, 93.40 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 600.00-FOOT RADIUS, TANGENT CURVE TO THE RIGHT (THE RADIUS OF WHICH BEARS NORTH 89°50'07" EAST), THROUGH A CENTRAL ANGLE OF 10°41'08" FOR AN ARC DISTANCE OF 111.90 FEET; THENCE NORTH 10°31'15" EAST, 41.34 FEET; THENCE NORTHERLY ALONG THE ARC OF A 600.00-FOOT RADIUS, TANGENT CURVE TO THE LEFT (THE RADIUS OF WHICH BEARS NORTH 79°28'45" WEST), THROUGH A CENTRAL ANGLE OF 08°33'42" FOR AN ARC DISTANCE OF 89.66 FEET;

THENCE SOUTH 78°15'09" EAST 30.42 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF GALA WAY AS SHOWN IN BADGER MOUNTAIN VILLAGE PHASE 2A, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 15 OF PLATS, PAGE 347, RECORDS OF BENTON COUNTY WASHINGTON, SAID POINT ALSO BEING 30.00 FEET EASTERLY OF THE CENTER LINE THEREOF, WHEN MEASURED RADially;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID GALA WAY THE FOLLOWING COURSES:

THENCE NORTHEASTERLY, ALONG THE ARC OF A 16.00-FOOT RADIUS, NON TANGENT CURVE TO THE RIGHT (THE RADIUS OF WHICH BEARS SOUTH 87°34'14" EAST), THROUGH A CENTRAL ANGLE OF 93°29'31" FOR AN ARC DISTANCE OF 26.10 FEET; THENCE NORTH 00°41'31" WEST, 50.36 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF 16.00-FOOT RADIUS, NON

TANGENT CURVE TO THE RIGHT (THE RADIUS OF WHICH BEARS NORTH 06°24'53" EAST) THROUGH A CENTRAL ANGLE OF 85°32'21" FOR AN ARC DISTANCE OF 23.89 FEET; THENCE NORTH 01°57'14" EAST, 318.87 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY OF GALA WAY, SOUTH 88°02'46" EAST 244.02 FEET; THENCE NORTH 02°11'30" EAST 56.30; THENCE SOUTH 87°48'30" EAST 93.43 FEET; THENCE SOUTH 02°11'30" WEST 367.97 FEET; THENCE SOUTH 87°48'30" EAST 705.00 FEET TO THE SAID TRUE POINT OF BEGINNING OF THIS DESCRIPTION, **CONTAINING 12.562 ACRES OF LAND, MORE OR LESS;**

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED SEPTEMBER 9, 2010, UNDER AUDITOR'S FILE NUMBER 2010-025947.

Such land is rezoned from Planned Unit Development (PUD) to Single Family Residential 10,000 (R1-10).

Section 1.03 Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, are amended by amending Sectional Maps No. 60 and 61 which are two of a series of maps constituting said Official Zoning Map, as shown on the attached Sectional Maps No. 60 and 61 bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 1.04 Upon receipt of a properly executed "Property Use and Development Agreement," as contemplated in Section 1.02 hereof, the City Manager is authorized to accept the same for and on behalf of the City, and upon such acceptance is authorized and directed to indicate such acceptance thereon, and, to cause said agreement to be recorded in the records of the Benton County Auditor, and to file said recorded agreement with the City Clerk.

Section 1.05 The City Clerk is directed to file with the Auditor of Benton County, Washington a copy of this ordinance and the attached amended Sectional Maps No. 60 and 61, duly certified by the Clerk as a true copy.

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

PASSED by the City Council of the City of Richland on this 2nd day of April, 2013.

JOHN FOX
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

THOMAS O. LAMPSON
City Attorney

Date Published: April 7, 2013

EXHIBIT A

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2013, by and between the CITY OF RICHLAND and the RICHLAND SCHOOL DISTRICT 400, a public school district in Washington State (Petitioner).

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the City of Richland is currently entertaining an application by the Richland School District No. 400, (hereinafter "Petitioner") for a change of zone covering a 12.5-acre parcel located in Benton County, Washington (hereinafter "Property") and more particularly described in Ordinance No. 08-13.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from Planned Unit Development (PUD) to Single Family Residential 10,000 (R1-10) pursuant to said application, Petitioner for himself and for and on behalf of his heirs, successors and assigns, covenants and agrees as follows:

1. Development of the subject property shall be limited to either 15 residential units or a school as set forth in the First Amendment to Settlement and Release Agreement between the Parties to that certain Settlement and Release Agreement restricting use of the subject party dated March 26, 2012.
2. If developed with a public school, said school design shall generally conform to the design criteria set forth in the Release of Restrictive Covenants Memorandum of Agreement (copy attached) entered into between the Richland School District No. 400 and the Neighbors as identified in that agreement as that agreement may be hereafter amended by the affected parties.

Nothing in this condition shall preclude the City from requiring traffic control or parking lot location and design restrictions consistent with recommendations set forth in the traffic study required pursuant to Condition No. 3 below.

3. Prior to development of the subject property with a public school a traffic study shall be prepared to identify traffic impacts of the proposed school on the adjoining

public street system. Said traffic study shall include recommendations for school parking lot location and design that would help mitigate school related traffic impacts to the surrounding neighborhoods including but not limited to methods of channeling school related traffic toward the Westcliffe Boulevard/Keene Road signalized intersection and away from the surrounding neighborhood streets while minimizing impacts to the adjoining residential uses.

This agreement shall be placed of record and the terms and conditions thereof shall be a covenant running with the land and included in each deed and real estate contract executed by Petitioners with respect to the subject Property or any part thereof. The City of Richland shall be deemed a beneficiary of this covenant without regard to whether it owns any land or interest therein in the locality of the subject Property and shall have the right to enforce this covenant in any court of competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF RICHLAND

Cindy Johnson
City Manager

Richland School District No. 400
Petitioner

APPROVED AS TO FORM:

THOMAS O. LAMPSON
City Attorney

STATE OF WASHINGTON)

County of Benton)

On this _____ day of _____, 2013 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Cindy Johnson to me known to be the City Manager of City of Richland, the corporation that executed the foregoing instrument, and acknowledged the said Instrument to be the free and voluntary act and deed of the said corporation, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)

County of Benton)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ on behalf of Richland School District 400, to me known to be the person who executed the foregoing instrument and acknowledged the said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My Commission Expires: _____

RELEASE OF RESTRICTIVE COVENANTS

**BETWEEN THE RICHLAND SCHOOL DISTRICT No. 400,
APPLEWOOD ESTATES HOMEOWNERS ASSOCIATION,
BRANTINGHAM GREENS HOMEOWNERS ASSOCIATION,
ROSS NEELY AND MARY JOANNE NEELY, AND
MICHAEL LAUDISIO AND SHEILA LAUDISIO**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into as of January 31, 2013 (the "Effective Date"), by and between the RICHLAND SCHOOL DISTRICT No. 400, a public school district in Washington State (hereinafter referred to as "the District") and Applewood Estates Homeowners Association, Brantingham Greens Homeowners Association, Ross Neely and Mary Joanne Neely, and Michael Laudisio and Sheila Laudisio (collectively, the "Neighbors").

RECITALS

WHEREAS, the Neighbors, the City of Richland, and a Fritz H. Wolff were involved in a property dispute regarding a parcel of property located in Benton County, Washington, legally described in Exhibit A hereto ("the Property"). A lawsuit was filed by the Neighbors regarding this property dispute. On March 26th, 2012, the Neighbors entered into a Settlement Agreement with the City of Richland and Fritz H. Wolff. The result of this Settlement Agreement was a number of restrictive covenants that were put into place on May 10th, 2012. The restrictive covenants were intended to bind and burden the Property for the benefit of the Neighbors;

WHEREAS, the District and the Neighbors desire that an elementary school be construction on the Property and because the current covenants make it impossible to build an elementary school on the Property, the Parties are entering into the agreement;

WHEREAS, the individuals executing this Release are each authorized and empowered on behalf of each of the respective Parties to make, execute, and deliver, or cause to be made, executed and delivered, this Release and any related documents in the name and on behalf of each of the Parties.

NOW, THEREFORE, the parties incorporate the foregoing recitals into this Agreement and further agree as follows:

A. NEIGHBORS RIGHTS AND OBLIGATIONS

Neighbors agree to sign a release ("First Amendment to Restrictive Covenant") of the restrictive covenants. Specifically, the Neighbors agree to allow the District to design, plan and construct a school building and associated school grounds on the Property.

B. DISTRICT RIGHTS AND OBLIGATIONS

In consideration of the Neighbors waiving the restrictive covenants, the District agrees to complete the following:

- the school shall be of a one-story classroom design; however, the gymnasium may be two-stories;
- the one-story portion of the school shall not be less than fifty (50) feet north of the southern boundary of the Property;
- the gymnasium portion of the school shall not be less than seventy-five (75) feet north of the southern boundary of the Property;
- the staff and public school parking lot and school entrance shall be accessed from Gala Way only;
- the staff and public school parking lot shall be located not less than one hundred (100) feet north of the southern boundary of the Property;
- the District shall make its best effort, and if practicable, to locate ingress/egress for the bus loop from Brantingham Road on the northern property boundary. If this effort fails to secure Ingress/egress from Brantingham Road, access shall be from Gala Way;
- satellite and detached classrooms shall have similar esthetics as those used on the main school building;
- construct a fence and mow strip on the south side of the Property;
- to the extent possible, install “hoods” on the exterior lights, on the exterior of the school and in the parking lots;
- incorporate trees into the landscape design of the Property; and
- maintain the grounds of the Property.

SIGNATURES ARE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Neighbors and District have caused this instrument to be executed the day and year written below.

Applewood Estates Homeowners Association

By Tony J. Walcott

Printed Name Tony J. WALCOTT

Date 01-07-2013

Richland School District

By Rich Puryear

Printed Name Rich PURYEAR

Date 01-11-13

Brantingham Greens Homeowners Association

By Cliff Gordon

Printed Name Cliff Gordon

Date 19 Jan 2013

Michael Laudisio and Sheila Laudisio

By Michael Laudisio

Michael Laudisio

Date 1/17/13

By Sheila A. Laudisio

Sheila Laudisio

Date 1/11/13

Ross Neely and Mary Joanne Neely

By _____

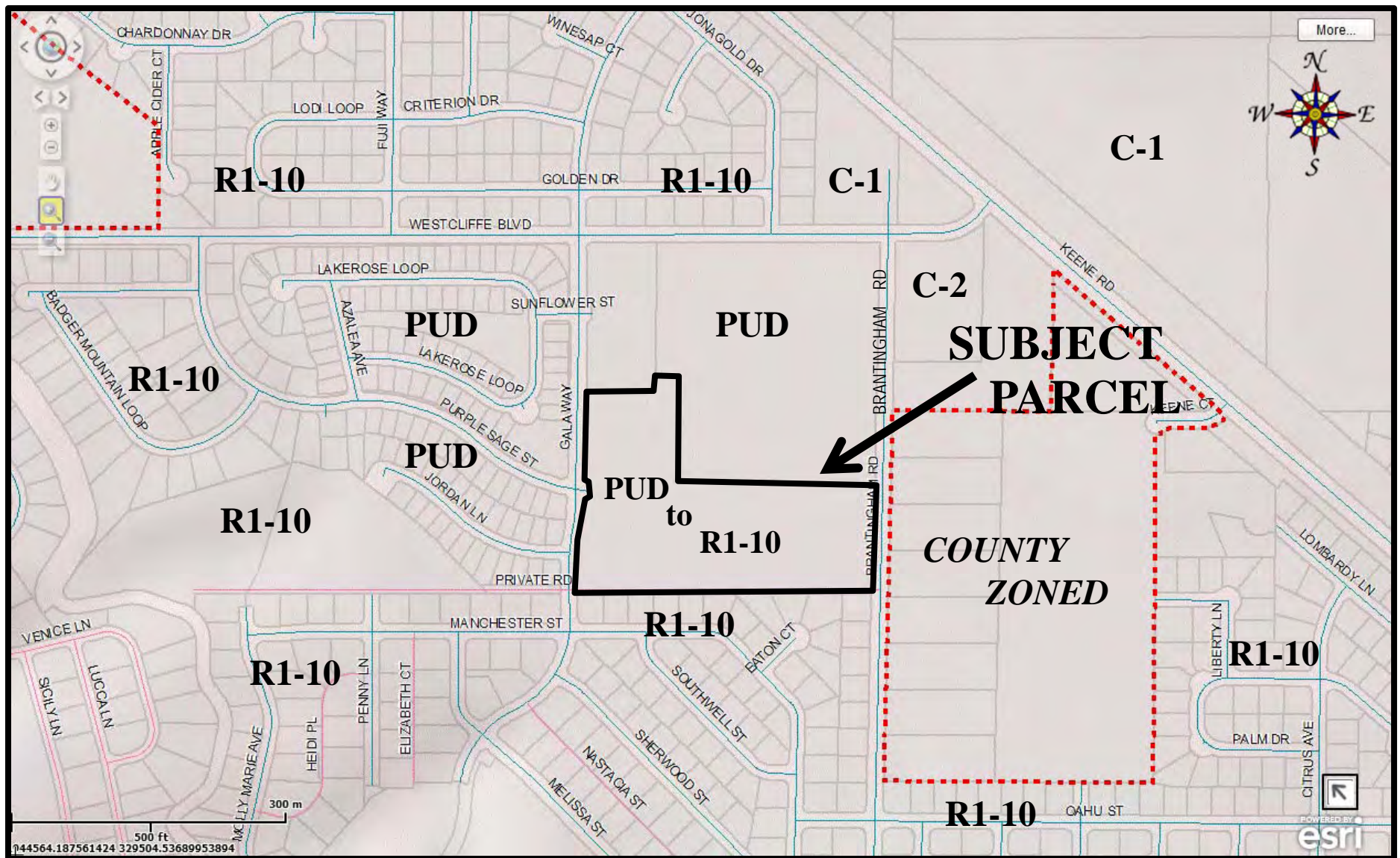
Ross Neely

Date _____

By _____

Mary Joanne Neely

By _____



Z2013-102 VICINITY MAP

STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: Z2013-102

PREPARED BY: JEFF ROLPH
MEETING DATE: FEBRUARY 27, 2013

GENERAL INFORMATION:

APPLICANT: RICHLAND SCHOOL DISTRICT (Z2013-102)

REQUEST: APPROVAL OF ZONE CHANGE FROM PLANNED UNIT DEVELOPMENT (PUD) TO SINGLE FAMILY RESIDENTIAL 10,000 (R1-10).

LOCATION: AN APPROXIMATELY 12.5-ACRE PARCEL LOCATED EAST OF GALA WAY, WEST OF BRANTINGHAM ROAD AND GENERALLY SOUTH OF WESTCLIFFE BOULEVARD.

REASON FOR REQUEST

The request for rezone is based on the desire of the Richland School District to develop the site with a new elementary school which is not a permitted use in the existing PUD zoning district.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the requested zone change (Z2013-102) and subject to recommended conditions of approval submits that:

1. The City of Richland's adopted Comprehensive Land Use Plan designates the site as Low Density Residential (0-5 Dwellings/Acre).
2. Per Richland Municipal Code (RMC) Section 23.18.010(B), the requested R1-10 zoning classification is a zoning classification that is intended to be applied to areas of the City that are designated Low Density Residential per the Comprehensive Land Use Plan.
3. The Richland School District has identified a need for an additional elementary school in the general vicinity of the subject parcel.
4. RMC Section 23.18.030 identifies schools as permitted uses within the R1-10 zoning classification.
5. The 12.5 acre subject parcel is located adjacent to an approximately 3.5 acre City owned neighborhood park that is located at the southeast corner of the intersection of Westcliffe Boulevard and Gala Way.
6. Rezoning and subsequent development of a school on the subject property would be consistent with the Comprehensive Plan Land Use Goal 5 which states that

"The City will encourage efficient use and location of municipal and public facilities such as transportation centers, utility facilities, schools, parks and other public uses."

7. Rezoning and subsequent development of a school on the subject property would be consistent with the Comprehensive Plan Land Use Goal 5, Policy 4 which states "Wherever possible, the City will locate park and school facilities together."
8. Rezoning of the subject property to R1-10 and development with an elementary school would be consistent with the type of land use envisioned to occur on the property pursuant to the Comprehensive Plan and would provide for a use consistent with the requested R1-10 zoning classification.
9. The Richland School District has met with representatives of the surrounding neighborhoods and has entered into a Memorandum of Agreement setting forth general design parameters for a future elementary school that are intended to help mitigate adverse impacts to the surrounding residential uses.
10. As conditioned, the rezoning of the subject property and subsequent development with an elementary school will provide for a use that is compatible with the surrounding residential uses.
11. As required by State law and City Code, the applicant has submitted a State Environmental Policy Act (SEPA) environmental checklist.
12. The City reviewed the submitted checklist and considered the proposal in light of the submitted information and other environmental information readily available to the City and determined that approval of the zone change request subject to recommended conditions would not have significant adverse environmental impacts.
13. On February 20, 2013 the City issued a Determination of Non-Significance for the proposal.
14. Based on the above findings and conclusions, approval of the request for zone change would be in the best interest of the community of Richland.

RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in Staff Report (Z2013-102) and recommend that the City Council rezone the subject parcel from Planned Unit Development (PUD) to Single Family Residential 10,000 (R1-10) subject to the conditions of approval set forth in the Draft Property Use and Development Agreement (Attachment B).

ATTACHMENTS

- A - Supplemental Information
- B – Draft Property Use and Development Agreement w/ Attachments
- C - Notice of Public Hearing with Vicinity Map
- D - Application for Zone Change
- E - Public Comment Letters/Emails
 - Fritz Wolff, Badger Mountain Apartments (2/6/2013)
 - Chris Van Mason (2/6/2013)
 - Dwayne Nys (2/8/2013)
- E - SEPA Checklist
- F - Determination of Non-Significance
- G - Aerial Photograph

SUPPLEMENTAL INFORMATION

DESCRIPTION OF PROPOSAL

The Richland School District is requesting the rezone to allow for development of the approximately 12.5 acre site with a new elementary school. The property is currently zoned Planned Unit Development (PUD) with development of the 12.5 acre parcel limited to development with 15 single family homes based on a legal settlement agreement that was entered into between the underlying property owners, the City of Richland and some adjoining homeowner's associations and other individual neighbors.

The rezone to R1-10 will allow the School District to move forward with the purchase of the property and subsequent design and construction of the proposed elementary school. No specific school design has been decided upon however, the School District has held meetings with some of the surrounding neighbors and has signed a memorandum of agreement that sets forth some basic school design parameters should the rezone be approved by the City of Richland and the school project moves forward.

GENERAL INFORMATION

ZONING AND DEVELOPMENT HISTORY

The property was annexed into the City in 1979 as part of a larger 834 acre annexation. In 2005 the property was rezoned from R1-10 to PUD as part of the Badger Mountain Village PUD which was a 60-acre planned development that included 116 single family detached homes, 32 single family attached townhomes, 41 duplex units (82 dwelling units), a 3-story 90 unit senior apartment complex, a 2-story 45-unit assisted living facility together with related PUD community oriented convenience retail and service uses.

The single family detached dwelling subdivisions on the west side of Gala Way were developed according to the plans set forth in the original PUD however, based on changing market conditions the developer asked for amendments to the balance of the PUD lying on the east side of Gala Way. Based on staff approved revisions to the original PUD a 176 unit apartment complex was ultimately approved and is currently under construction in the northeasterly portion of the original 60-acre PUD area.

Subsequent legal actions regarding the approved revisions to the PUD and in particular the 176 unit apartment complex resulted in a settlement agreement between the underlying property owners, the City of Richland, adjoining homeowner's associations and some other individual adjoining property owners. The settlement agreement among other items resulted in dedication of a 3-acre City owned neighborhood park at the southeast corner of the Gala Way and Westcliffe Boulevard intersection and limited development of the remaining 12.5 acre subject parcel to a maximum of 15 single family residential dwellings.

In addition to the requested rezone to R1-10 to allow for the new elementary school as proposed by the Richland School District, all of the Parties to the original Settlement Agreement had to approve of the proposed change to the restriction on development of the 12.5 acre subject property. All of the Parties have now signed an amendment to the settlement agreement that would allow for development of a school as proposed provided the request for rezone is ultimately approved by the City after the required public review process.

SITE DATA

Size: 12.5-acres.

Physical Features: The L-shaped parcel is relatively flat and covered primarily with grasses and weeds. The site has been somewhat disturbed due to the construction of the apartment complex on the adjoining parcel to the north.

Access: The parcel has frontage on Gala Way a designated arterial collector street on the west and Brantingham Road a local street on the east.

Utilities: Water, sewer and electrical utilities are available at the site boundary.

SURROUNDING ZONING AND LAND USES

- North -** Property zoned PUD and developed with a 176 unit apartment complex with a 3-acre parcel located at the southeast corner of Gala Way and Westcliffe Boulevard zoned PUD and owned by the City of Richland with plans for development as a neighborhood park.
- South -** Property zoned R1-10 and developed with single family homes in the Brantingham Greens subdivision.
- West -** Across Gala Way is property zoned PUD and developed with single family homes in the Badger Mountain Village Phases 2A and 2B subdivisions.
- East -** Across Brantingham Road is property in unincorporated Benton County developed with single family homes on acreage size lots.

ANALYSIS

Conformance with Comprehensive Plan: The Richland Comprehensive Plan Land Use Plan Map designates the subject site as Low Density Residential. The proposed R1-10 zoning classification is a zoning classification that is intended to implement a Low Density Residential Land Use designation. Schools are considered an outright permitted use in the R1-10 zoning district.

The proposed rezone to allow for development of a new elementary school would also be considered consistent with Comprehensive Land Use Plan Goals and Policies in particular Land Use Goal #5 and Policy #4 which state:

Land Use Goal 5. The City will encourage efficient use and location of municipal and public facilities such as transportation centers, utility facilities, schools, parks and other public uses.

Policy 4 –Wherever possible, the City will locate park and school facilities together.

Compatibility with Surrounding Land Uses: In general, schools and in particular elementary schools, are considered compatible with adjoining residential neighborhoods. Ideally, elementary schools are centrally located to the student population they serve allowing students to walk and ride bicycles as opposed to being bused or requiring other vehicular transportation. The schools and school grounds also serve as neighborhood activity centers and provide a general open space amenity to the surrounding neighborhoods.

Given the legal history and related restrictions on use of the subject property, prior to entering into a purchase and sale agreement, the Richland School District held several meetings with surrounding homeowners associations and other individual adjoining property owners to gauge support and/or opposition to a proposed elementary school on the 12.5 acre site. Concerns expressed by the neighbors included impacts of increased traffic, size, scale and location of proposed school buildings, glare from exterior lighting and buffer treatments including landscaping and fencing.

The District has entered into a Memorandum of Agreement (Included with Attachment B) with some of the adjoining property owners and neighboring homeowner's associations that addresses several of the concerns raised during the neighborhood meetings. Although no specific building or site plans have been developed, the district has committed to some general design parameters intended to ensure that development of the site with an elementary school would be done in a manner that reduces some of the anticipated impacts on the surrounding residential uses. Among those design considerations are a single story building design with allowance for a taller gymnasium and specific minimum building setback requirements from the adjoining residential properties to the south.

In addition to the those design parameters agreed to by the School District, staff has recommended a condition requiring that a traffic study be done prior to final design and construction of the proposed school. The intent would be to determine the most desirable points of ingress and egress to the school and locations of parking and drop-off/pick-up areas for buses, parents and staff. The traffic study would help determine the best design to limit traffic related impacts to the surrounding neighborhoods and to the extent possible channel school related traffic to and through the signalized intersection at Westcliffe Boulevard and Keene Road and away from the local residential streets.

State Environmental Policy Act (SEPA): The rezone application was accompanied by a SEPA Checklist as required for any rezone application. Given the land use history where the property had previously been zoned R1-10 prior to the rezone to PUD in 2005 and given the proposed conditions of approval and other environmental information available to staff the City issued a Determination of Non-Significance to satisfy the requirements of the State Environmental Policy Act. A copy of the environmental checklist and SEPA determination are attached.

CONCLUSION

The proposed zone change and subsequent development of the property with an elementary school would be consistent with and implement the adopted Comprehensive Land Use Plan and as conditioned would result in a use of the property compatible with the existing and planned surrounding land uses.

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2013, by and between the CITY OF RICHLAND and the Richland School District 400, a public school district in Washington State (Petitioner).

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the City of Richland is currently entertaining an application by the Richland School District No. 400, (hereinafter "Petitioner") for a change of zone covering a 12.5-acre parcel located in Benton County, Washington (hereinafter "Property") and more particularly described in Ordinance No. _____.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from Planned Unit Development (PUD) to Single Family Residential 10,000 (R1-10) pursuant to said application, Petitioner for himself and for and on behalf of his heirs, successors and assigns, covenants and agrees as follows:

1. Development of the subject property shall be limited to either 15 residential units or a school as set forth in the First Amendment to Settlement and Release Agreement between the Parties to that certain Settlement and Release Agreement restricting use of the subject party dated March 26, 2012.
2. If developed with a public school, said school design shall generally conform to the design criteria set forth in the Release of Restrictive Covenants Memorandum of Agreement (copy attached) entered into between the Richland School District No. 400 and the Neighbors as identified in that agreement as that agreement may be hereafter amended by the affected parties.

Nothing in this condition shall preclude the City from requiring traffic control or parking lot location and design restrictions consistent with recommendations set forth in the traffic study required pursuant to Condition No. 3 below.

3. Prior to development of the subject property with a public school a traffic study shall be prepared to identify traffic impacts of the proposed school on the adjoining public street system. Said traffic study shall include recommendations for school

parking lot location and design that would help mitigate school related traffic impacts to the surrounding neighborhoods including but not limited to methods of channeling school related traffic toward the Westcliffe Boulevard/Keene Road signalized intersection and away from the surrounding neighborhood streets while minimizing impacts to the adjoining residential uses.

This agreement shall be placed of record and the terms and conditions thereof shall be a covenant running with the land and included in each deed and real estate contract executed by Petitioners with respect to the subject Property or any part thereof. The City of Richland shall be deemed a beneficiary of this covenant without regard to whether it owns any land or interest therein in the locality of the subject Property and shall have the right to enforce this covenant in any court of competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF RICHLAND

Cindy Johnson
City Manager

Richland School District No. 400
Petitioner

APPROVED AS TO FORM:

THOMAS O. LAMPSON
City Attorney

FIRST AMENDMENT TO SETTLEMENT AND RELEASE AGREEMENT

THIS FIRST AMENDMENT TO SETTLEMENT AND RELEASE AGREEMENT ("First Amendment") is entered into as of _____, 2013 ("First Amendment Date"), by and between APPLEWOOD ESTATES HOMEOWNERS ASSOCIATION, BRANTINGHAM GREENS HOMEOWNERS ASSOCIATION, ROSS NEELY and MARY JOANNE NEELY, and MICHAEL LAUDISIO and SHEILA LAUDISIO (collectively, the "Neighbors"), the CITY OF RICHLAND ("City"), and WOLFF ENTERPRISES II, LLC, BADGER MOUNTAIN APARTMENTS I, LLC, BADGER MOUNTAIN APARTMENTS II, LLC, and BADGER MOUNTAIN APARTMENTS III, LLC (collectively, the "Developer"), together all collectively referred to as the "Parties" and each individually referred to as a "Party" in this First Amendment.

The Parties entered into that certain Settlement and Release Agreement, dated March 26, 2012 ("Agreement"). All capitalized terms in this First Amendment that are not defined in this First Amendment will have the definitions ascribed to them in the Agreement.

The Parties desire to amend the Agreement as more particularly set forth in this First Amendment.

NOW, THEREFORE, it is agreed as follows:

1. Phase IV Development Restrictions. The following is hereby added to Section 2(f) of the Agreement.

"Notwithstanding the development restrictions set forth in this Section 2(f), the Parties acknowledge and agree that the Developer or its successors, including, without limitation, the Richland School District No. 400, may apply for permits and other development entitlements required under applicable law to develop and operate a school on the Undeveloped Property, to include, but not be limited to, rezone of the Phase IV land to allow construction of a school; provided that the City does not hereby commit itself to any specific course of action or result in regards to any such applications."

2. No Other Amendments. In all other respects (except as provided in this First Amendment), the Agreement remains unmodified and in full force and effect.

3. Counterparts and Facsimile Signatures. This First Amendment may be executed in counterpart and by facsimile signature.

IN WITNESS WHEREOF, Purchaser and Seller have executed this First Amendment effective as of the First Amendment Date.

Applewood Estates Homeowners Association

By T. Wilcox
Name: TONY WILCOX
Date: 01-22-2013

Ross Neely and Mary Joanne Neely

By Ross Neely
Ross Neely
Date: 1-24-13
By Mary Joanne Neely
Mary Joanne Neely
Date: 1-24-2013

Brantingham Greens Homeowners Association

By Michael Laudisio
Name: Michael Laudisio
Date: 20 Jan 2013

Michael Laudisio and Sheila Laudisio

By Michael Laudisio
Michael Laudisio
Date: 1/24/2013
By Sheila Laudisio
Sheila Laudisio
Date: 1/24/2013

CITY OF RICHLAND

By _____
Name: _____
Date: _____

WOLFF ENTERPRISES II, LLC

By: _____

Name: _____

Date: _____

**BADGER MOUNTAIN APARTMENTS I,
LLC, a Washington limited liability company**

By: _____

Its: Fritz H. Wolff, Manager

**BADGER MOUNTAIN APARTMENTS II,
LLC, a Washington limited liability company**

By: _____

Its: Fritz H. Wolff, Manager

**BADGER MOUNTAIN APARTMENTS III,
LLC, a Washington limited liability company**

By: _____

Its: Fritz H. Wolff, Manager

RELEASE OF RESTRICTIVE COVENANTS

**BETWEEN THE RICHLAND SCHOOL DISTRICT No. 400,
APPLEWOOD ESTATES HOMEOWNERS ASSOCIATION,
BRANTINGHAM GREENS HOMEOWNERS ASSOCIATION,
ROSS NEELY AND MARY JOANNE NEELY, AND
MICHAEL LAUDISIO AND SHEILA LAUDISIO**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into as of January 31, 2013 (the "Effective Date"), by and between the RICHLAND SCHOOL DISTRICT No. 400, a public school district in Washington State (hereinafter referred to as "the District") and Applewood Estates Homeowners Association, Brantingham Greens Homeowners Association, Ross Neely and Mary Joanne Neely, and Michael Laudisio and Sheila Laudisio (collectively, the "Neighbors").

RECITALS

WHEREAS, the Neighbors, the City of Richland, and a Fritz H. Wolff were involved in a property dispute regarding a parcel of property located in Benton County, Washington, legally described in Exhibit A hereto ("the Property"). A lawsuit was filed by the Neighbors regarding this property dispute. On March 26th, 2012, the Neighbors entered into a Settlement Agreement with the City of Richland and Fritz H. Wolff. The result of this Settlement Agreement was a number of restrictive covenants that were put into place on May 10th, 2012. The restrictive covenants were intended to bind and burden the Property for the benefit of the Neighbors;

WHEREAS, the District and the Neighbors desire that an elementary school be construction on the Property and because the current covenants make it impossible to build an elementary school on the Property, the Parties are entering into the agreement;

WHEREAS, the individuals executing this Release are each authorized and empowered on behalf of each of the respective Parties to make, execute, and deliver, or cause to be made, executed and delivered, this Release and any related documents in the name and on behalf of each of the Parties.

NOW, THEREFORE, the parties incorporate the foregoing recitals into this Agreement and further agree as follows:

A. NEIGHBORS RIGHTS AND OBLIGATIONS

Neighbors agree to sign a release ("First Amendment to Restrictive Covenant") of the restrictive covenants. Specifically, the Neighbors agree to allow the District to design, plan and construct a school building and associated school grounds on the Property.

B. DISTRICT RIGHTS AND OBLIGATIONS

In consideration of the Neighbors waiving the restrictive covenants, the District agrees to complete the following:

- the school shall be of a one-story classroom design; however, the gymnasium may be two-stories;
- the one-story portion of the school shall not be less than fifty (50) feet north of the southern boundary of the Property;
- the gymnasium portion of the school shall not be less than seventy-five (75) feet north of the southern boundary of the Property;
- the staff and public school parking lot and school entrance shall be accessed from Gala Way only;
- the staff and public school parking lot shall be located not less than one hundred (100) feet north of the southern boundary of the Property;
- the District shall make its best effort, and if practicable, to locate ingress/egress for the bus loop from Brantingham Road on the northern property boundary. If this effort fails to secure ingress/egress from Brantingham Road, access shall be from Gala Way;
- satellite and detached classrooms shall have similar esthetics as those used on the main school building;
- construct a fence and mow strip on the south side of the Property;
- to the extent possible, install "hoods" on the exterior lights, on the exterior of the school and in the parking lots;
- incorporate trees into the landscape design of the Property; and
- maintain the grounds of the Property.

SIGNATURES ARE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Neighbors and District have caused this instrument to be executed the day and year written below.

Applewood Estates Homeowners Association

By Tony J. Walcott

Printed Name Tony J. Walcott

Date 01-07-2013

Richland School District

By Rich Puryear

Printed Name Rich PURYEAR

Date 01-11-13

Brantingham Greens Homeowners Association

By Cliff Gordon

Printed Name Cliff Gordon

Date 14 Jan 2013

Michael Laudisio and Sheila Laudisio

By Michael Laudisio

Date 1/17/13

By Sheila A. Laudisio

Sheila Laudisio

Date 1/11/13

Ross Neely and Mary Joanne Neely

By _____

Ross Neely

Date _____

By _____

Mary Joanne Neely

By _____

EXHIBIT "A"
UPDATED LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT A UNITED STATES BUREAU OF RECLAMATION BRASS CAP MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 2°11'30" EAST, A DISTANCE OF 606.31 FEET;

THENCE LEAVING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 89°20'57" WEST, 30.01 FEET TO A POINT; SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF BRANTINGHAM ROAD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF WESTCLIFFE BOULEVARD (AUDITOR'S FILE NO. 2005-005967), SAID POINT BEING 30.00 FEET WESTERLY OF THE CENTERLINE OF SAID BRANTINGHAM ROAD AND 30.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID WESTCLIFFE BOULEVARD WHEN MEASURED AT RIGHT ANGLES;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BRANTINGHAM ROAD, SOUTH 02°11'30" WEST PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27 FOR A DISTANCE OF 606.21 FEET;

THENCE CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BRANTINGHAM ROAD, SOUTH 02°11'33" WEST PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27 FOR A DISTANCE OF 262.74 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

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THENCE NORTH 00°09'53" WEST, 93.40 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF A 600.00-FOOT RADIUS, TANGENT CURVE TO THE RIGHT (THE RADIUS OF WHICH BEARS NORTH 89°50'07" EAST), THROUGH A CENTRAL ANGLE OF 10°41'08" FOR AN ARC DISTANCE OF 111.90 FEET;

THENCE NORTH 10°31'15" EAST, 41.34 FEET;

THENCE NORTHERLY ALONG THE ARC OF A 600.00-FOOT RADIUS, TANGENT CURVE TO THE LEFT (THE RADIUS OF WHICH BEARS NORTH 79°28'45" WEST), THROUGH A CENTRAL ANGLE OF 08°33'42" FOR AN ARC DISTANCE OF 89.66 FEET;

THENCE SOUTH 78°15'09" EAST 30.42 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF GALA WAY AS SHOWN IN BADGER MOUNTAIN VILLAGE PHASE 2A, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 15 OF PLATS, PAGE 347, RECORDS OF BENTON COUNTY WASHINGTON, SAID POINT ALSO BEING 30.00

FEET EASTERLY OF THE CENTER LINE THEREOF, WHEN MEASURED RADially;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID GALA WAY THE FOLLOWING COURSES:

THENCE NORTHEASTERLY, ALONG THE ARC OF A 16.00-FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT (THE RADIUS OF WHICH BEARS SOUTH 87°34'14" EAST), THROUGH A CENTRAL ANGLE OF 93°29'31" FOR AN ARC DISTANCE OF 26.10 FEET;

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THENCE NORTHWESTERLY, ALONG THE ARC OF 16.00-FOOT RADIUS, NON TANGENT CURVE TO THE RIGHT (THE RADIUS OF WHICH BEARS NORTH 06°24'53" EAST) THROUGH A CENTRAL ANGLE OF 85°32'21" FOR AN ARC DISTANCE OF 23.89 FEET;

THENCE NORTH 01°57'14" EAST, 318.87 FEET;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY OF GALA WAY, SOUTH 88°02'46" EAST 244.02 FEET;

THENCE NORTH 02°11'30" EAST 56.30;

THENCE SOUTH 87°48'30" EAST 93.43 FEET;

THENCE SOUTH 02°11'30" WEST 367.97 FEET;

THENCE SOUTH 87°48'30" EAST 705.00 FEET TO THE SAID TRUE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 12.562 ACRES OF LAND, MORE OR LESS;

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED SEPTEMBER 9, 2010, UNDER AUDITOR'S FILE NUMBER 2010-025947.

CITY OF RICHLAND
NOTICE OF APPLICATION
AND PUBLIC HEARING (Z2013-102)

Notice is hereby given that the Richland School District, on January 9, 2013 filed application for a zone change from Planned Unit Development (PUD) to Single Family Residential 10,000 (R1-10) for an approximately 12.5-acre parcel located east of Gala Way, west of Brantingham Road and generally south of Westcliffe Boulevard. Pursuant to Richland Municipal Code (RMC) Section 19.30.030 the City of Richland determined the application complete for processing on January 14, 2013.

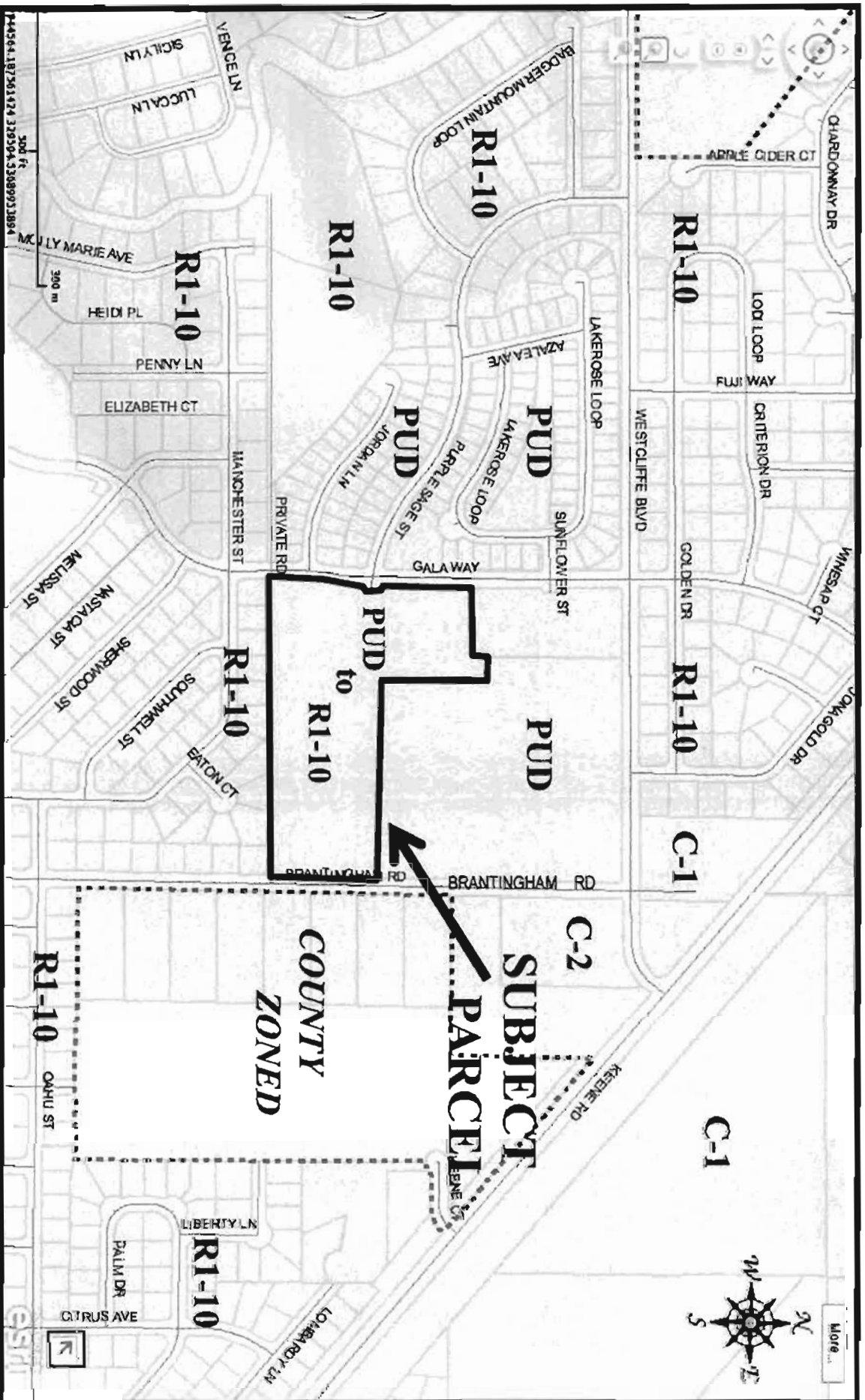
The Richland Planning Commission, on Wednesday, February 27, 2013, will conduct a public hearing and review of the application at 7:00 p.m. in the Council Chamber Richland City Hall, 505 Swift Boulevard. All interested parties are invited to attend and present testimony at the public hearing.

Any person desiring to express his views or to be notified of any decisions pertaining to this application should notify Rick Simon, Development Services Manager, 840 Northgate Drive, P.O. Box 190, Richland, WA 99352. Comments may also be faxed to (509) 942-7764 or emailed to rsimon@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on February 18, 2013 to be included in the material that is distributed to the Planning Commission prior to their meeting.

Notice is further given that the applicant has filed an environmental checklist as required by the State Environmental Policy Act (SEPA). Copies of the checklist and other information related to the application are available for review at the Richland Development Services Division Office, 840 Northgate Drive. Copies of the staff report and recommendation will be available in the Development Services Division Office and the Richland Public Library beginning Friday February 22, 2013.

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

Rick Simon, Development Services Manager



Z2013-102

VICINITY MAP



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

P.O. Box 190 Richland, WA 99352
www.ci.richland.wa.us

Petition for Change of Zoning District Classification

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

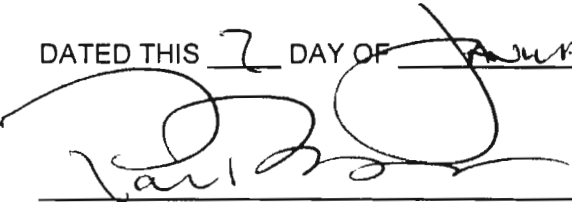
The following required information must be typed or printed legibly in the appropriate spaces.

SECTION I – APPLICANT INFORMATION			
Applicant's Name: <u>RICHLAND School District</u>			
Address: <u>615 SNOW</u>			
City: <u>Richland</u>		State: <u>WA</u>	Zip: <u>99352</u>
Phone: <u>509 967 6000</u>	Fax:	Other and/or e-mail address: <u>MARK.PANTHER@RSD.EDU</u>	
Please check under what capacity you are filing:			
<input type="checkbox"/> Recorded owner of the property as of		<input checked="" type="checkbox"/> Purchasing under contract as of <u>AUGUST 21, 2012</u>	
<input type="checkbox"/> The lessee as of		<input type="checkbox"/> The authorized agent of any of the foregoing, duly authorized in writing (written authorization must be attached to application).	
SECTION II – PROPERTY LOCATION AND GENERAL DESCRIPTION			
Street address(es) of property for which the zone change is requested, if applicable: <u>County Tax Parcel 1-27898-400-0001-032 ALSO KNOWN AS</u>			
<u>BROOK MANOR HOMESTAY HOUSE IV</u>			
Relationship to adjacent streets (i.e., west of Main Street between 1 st Avenue and 2 nd Avenue): <u>EAST GALA WAY - SOUTH WESTCLIFF BLVD - WEST OF</u>			
<u>PORTANTINGHAM</u>			
General description of development status (i.e., vacant, agricultural, buildings, or miscellaneous improvement): <u>12.562 undeveloped acres</u>			
Size of petition area		acres and	square feet
<u>12.562</u>			
SECTION III - CHANGE OF ZONE REQUEST			
A change of zone from		To	
<u>Planned Unit Development</u>		<u>R-1-10 SFR</u>	
is requested for the property described in Section II of this application.			
SECTION IV – JUSTIFICATION			
State the reason(s) for the requested change of zone:			
<u>THE School district is purchasing the property for an</u>			
<u>elementary school site which was not included in the</u>			
<u>PUD. Zoning R-1-10 allows School</u>			

[Continued

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

DATED THIS 7 DAY OF January, 2013


Applicant's Signature

Applicant's Signature

615 Seward Ave
Address

Address

Richland WA
City, State, Zip

City, State, Zip

509 967-6112
Phone

Phone

FOR OFFICE USE ONLY

Date accepted for filing _____

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

City Official's Signature

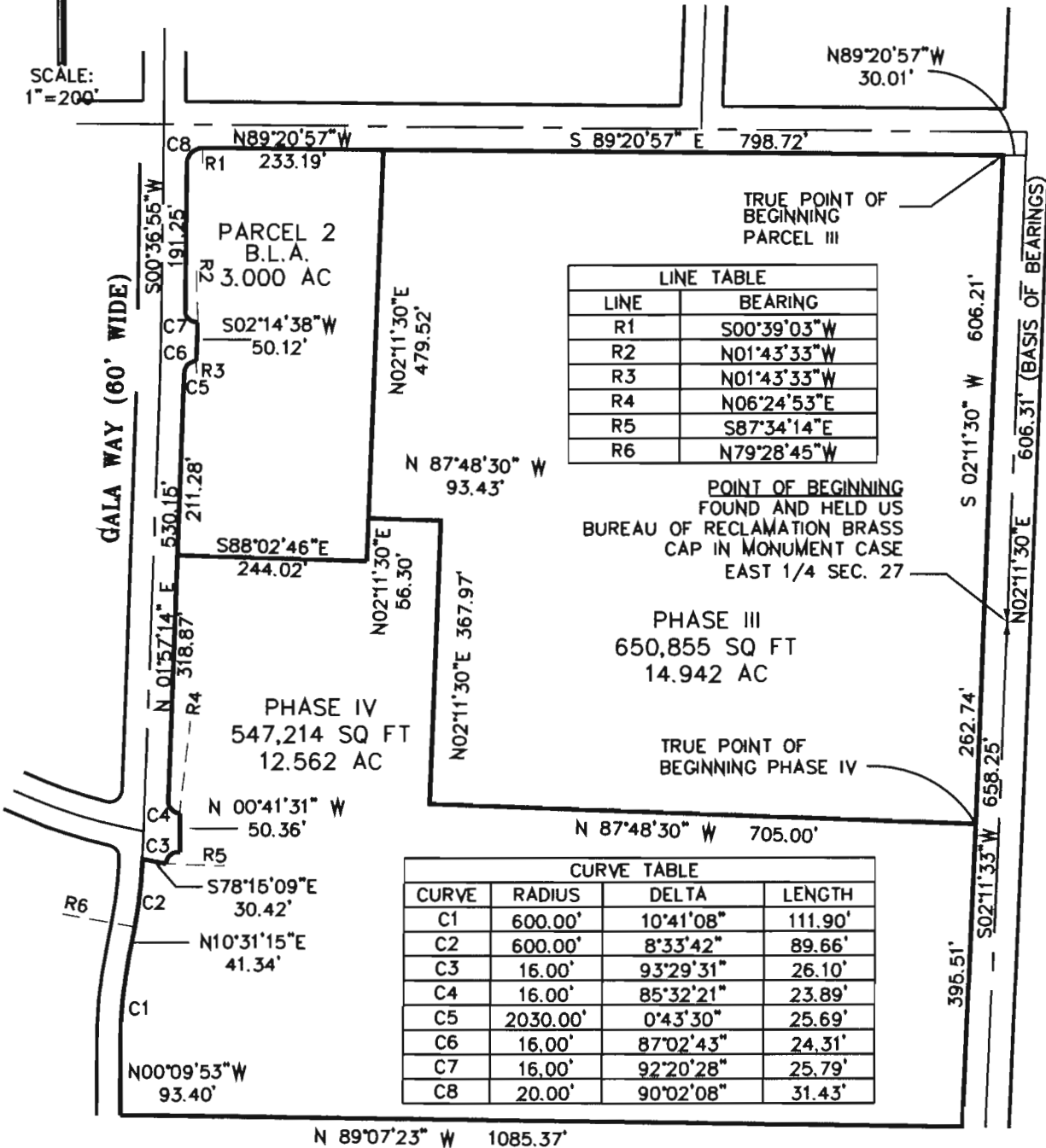
SCALE:
1"=200'

WESTCLIFFE BOULEVARD (60' WIDE)

N89°20'57"W
30.01'

GALA WAY (60' WIDE)

BRANTINGHAM ROAD (60' WIDE)



PLAT TO ACCOMPANY DESCRIPTION
PHASE III & PHASE IV
PORTION OF E 1/2 OF SECTION 27
TOWNSHIP 9, RANGE 28 EAST, W.M.
CITY OF RICHLAND,
BENTON COUNTY, WASHINGTON

DURYEA & ASSOCIATES, P.S.

2702 N. Perry Street, Spokane WA 99207
tel: (509) 465-8007
www.duryea-associates.com
Job No. 10-1502

Exhibit A

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BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED SEPTEMBER 9, 2010, UNDER AUDITOR'S FILE NUMBER 2010-025947.



RECEIVED

Nov 14 2012

City of Richland
Community &
Development Services

November 7, 2012

Via First Class Mail Only

Mr. Rick Simon
Manager Building and Permitting
City of Richland
505 Swift Blvd.
Richland, WA 993532

RE: "Badger Mountain" apartment development site – Phase IV of PUD – Re-zone
Permission to City of Richland's School District Number 400

Dear Rick:

As you know from our prior dealings we are the control principals and sponsors of each of Badger Mountain Apartments I, LLC, Badger Mountain Apartments II, LLC, and Badger Mountain Apartments III, LLC, each Washington limited liability companies (collectively the "Developer") that are the co-tenant co-owners of certain real property located in the City of Richland, including, but not limited to, an approximate 12.562 acre site located in Benton County identified as Tax Parcel No. 1-2798-400-0001-032 (the "Real Property").

As you are aware, the Developers entered into a "Real Property Purchase and Sale Agreement and Escrow Instructions" dated August 21, 2012 (the "PSA") for the sale of the Real Property to Richland School District No. 400 (the "District") which is interested in developing a school at the Real Property.

It is almost certainly the case that to build a school at the Real Property will require that a Settlement Agreement purporting to restrict the Real Property as a private matter to certain types of single family residence development will need to be amended. However, we the Developer are also advised by the District that the Real Property must be re-zoned to R-110 under the Richland Municipal Code in order for the District to actually eventually construct a school at the Real Property.

This letter is to advise the City of Richland, formally and in writing, that the Developer consents to the application by the District of a re-zone of the Real Property to R-110 zoning. This permission is granted on the understanding that: (i) it could be formally revoked in the case of the District determining to terminate the PSA prior to the effectiveness of the zoning change, if any, and (ii) could also be formally revoked in the event that the aforementioned Settlement



Agreement is not formally amended in writing prior to the effectiveness of the zoning change, such amendment being required as a private matter for certain neighbors and parties-in-interest adjacent to the Real Property to waive or otherwise relinquish their private rights regarding the Developer's current plan to develop the Real Property, if at all, as single family residences. The Developer obviously has no current plan to develop a school at the Real Property, but is certainly interested to see that the District acquires the Real Property and does not object to an eventual development of a school at the Real Property.

Should you have any further inquiries you or the City of Richland's legal counsel is welcome to call me at (480) 993-0487 as an authorized representative of the Developer.

All best regards,

Jared B. Black, Esq.

General Counsel

The Wolff Company, LLC

and for the Developer

JBB:jbb
Enclosure

February 6, 2013

Mr. Rick Simon
Development Services Manager
City of Richland
Richland, Washington

Re: Z2013-102

Dear Mr. Simon,

I write in support of the above mentioned action which would result in an elementary school being built in our neighborhood and adjacent to our property, the Badger Mountain Apartments.

In concert with the adjoining homeowners association and the City, we helped provide the community park on our west boundary at Westcliffe and Gala. This school would complete the development of a fine neighborhood including that park, the single family homes, our property, and now, the school.

With this school, children could walk to and from school and no longer need to be bussed to other parts of the city. And the school will be "their" school: a source of pride which is becoming a rarity in present America. This enhances the sense of community among both the children and adults in the neighborhood, a good thing.

Originally we had planned up to 40 homes on this land. Later, the plan agreed to by us and the neighboring homeowners associations included 15 single family homes as a buffer to the neighborhoods to the south and west. Though those large lots would have provided some buffer, they would not have provided any further useful function accruing to the benefit of this area. In fact, there were some concerned that the large lots may be too large and accumulate unsightly junk.

The school will provide an even better buffer and this buffer will also provide function that will benefit the property owners throughout the entire neighborhood.

This is better than what we had envisioned on a number of levels. It is good for the children and their parents, it is good for the neighborhood, and it is an improvement over the land entitlements in place now.

Accordingly, we support the action.

Respectfully,

Fritz Wolff

For Badger Mountain Apartments

Rolph, Jeff

From: Simon, Rick
Sent: Wednesday, February 06, 2013 8:35 AM
To: Rolph, Jeff
Subject: FW: new elementary next to Brantingham Greens

From: Chris VanMason [<mailto:chrisvanmason@gmail.com>]
Sent: Tuesday, February 05, 2013 3:22 PM
To: Simon, Rick
Subject: new elementary next to Brantingham Greens

Rick Simon

I would like to express a few concerns in regards to the proposed new elementary school near Brantingham Greens. I live at 1629 Brantingham Road right on the corner that would be directly next to the school property. First of all I'm not against the school. I know it's needed in the neighborhood, I just wish I didn't live right next to it.

I hope that the school district will make things as easy as they can for all of us that live on the south boundary line all along the fence. I would like to see some kind of buffer zone between us and the play field. Maybe some landscaping up along the fence with some trees that would soften our view of the apartments (since now there won't be homes to shield our view of them) I keep having a visual of passing my Grandson snacks over the back fence at recess. Another idea would be to keep the dirt driveway that is already there and agree to maintain it. Many of us use it to get to the park and walk our dogs. Wolf construction was going to make a walk thru off of Brantingham for the neighborhood to use.

I also am wondering about the set back off of Brantingham road. I hope it will be at least as deep as the rest of the neighborhood. I don't want to look out from my desk and see chain link fencing come up right to my yard.

I am concerned most with the visual aspects of the plan. And the safety of the children. It doesn't have to be expensive to be thoughtful of neighbors next to the school when planning.

Thank you for your time in reading this

Chris VanMason
chrisvanmason@gmail.com
1629 Brantingham Road

Rolph, Jeff

From: Simon, Rick
Sent: Friday, February 08, 2013 2:40 PM
To: Rolph, Jeff
Subject: FW: Zone Change at Westcliffe and Gala, Proposed School

From: Dwayne Nys [<mailto:dwaynenys@yahoo.com>]
Sent: Friday, February 08, 2013 2:34 PM
To: Simon, Rick
Subject: Zone Change at Westcliffe and Gala, Proposed School

I am in favor of building the grade school next to Brantingham Greens but am very concerned about traffic patterns. Combining the existing traffic with traffic from Badger Mountain Ranch Apartments and grade school bussing and student pick up and drop off will overload the intersection at Westcliffe and Keene. Personally, I will start going through Applewood to Shockley again. I am sure that the Applewood residents would object to increased traffic on Fuji. It will probably be higher than it was before the Westcliffe-Keene intersection was completed. A possible solution would be to extend Keene Court to Brantingham Road allowing people headed toward Kennewick an easy right turn onto Keene.

Please address traffic issues when determining the outcome of the zoning change.

Thank you,

Dwayne Nys
Brantingham Greens
633 Southwell Street
Richland WA 99352

WAC 197-11-960 Environmental checklist.

ENVIRONMENTAL CHECKLIST

Purpose of checklist:

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

Instructions for applicants:

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

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

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

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

Use of checklist for nonproject proposals:

Complete this checklist for nonproject proposals, even though questions may be answered "does not apply." IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D).

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

A. BACKGROUND

1. Name of proposed project, if applicable: **Richland School District Elementary School #8 (NEW unnamed at this time)**
2. Name of applicant: **Richland School District No. 400**
3. Address and phone number of applicant and contact person:
Mark L. Panther, Executive Director of Support Services
701 Stevens Drive, Richland Wa. 99352 509-967-6102
4. Date checklist prepared: **January 3, 2013**
5. Agency requesting checklist: **City of Richland, Planning Department**
6. Proposed timing or schedule (including phasing, if applicable): **March 2013, Purchase of property, January 2014 Construction depending on passage of bond issue.**
7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.
No.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

Phase I Environmental was prepared by Wolffe Enterprises on this parcel of property June 25, 2010, by Earth Solution NW, LLC

Geotechnical Engineering Study, October 2012, Shannon and Wilson

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.

City of Richland Planning Commission, and Richland Codes and Ordinances, including International Building Code, Office of the Superintendent of Public Instruction

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.)

Richland School District is proposing to construct a new Elementary school to serve south Richland. The school is preliminarily planned to be approximately 60,000 to 65,000 square feet. **Containing a gymnasium, commons, and approximately 28 classrooms, playground and campus area.**

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.

The proposed school will be constructed on an eleven (12) acre parcel located West of Brantingham Road, East of Gala Way and South of Westcliffe Blvd and North of Brantingham Greens phase one, which is also known as Badger Mountain Apartments Phase IV. Legal description is attached.

TO BE COMPLETED BY APPLICANT

**EVALUATION FOR
AGENCY USE ONLY**

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (circle one): Flat, rolling, hilly, steep slopes, mountainous,
other **Flat**

b. What is the steepest slope on the site (approximate percent slope)? **2% estimate**

TO BE COMPLETED BY APPLICANT

EVALUATION FOR
AGENCY USE ONLY

- 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 prime farmland.

9 inches of organic topsoil, covering medium-dense, sandy silt, overlaying clayey soils at deeper depths.

The Geologic Map of the Richland 1:1000,000 Quadrangle (DNR 1994) describes these soils as lacustrine silt and fine sand, and fluvial coarse to fine sand.

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

None known

- e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill.

Foundation, footings and site grading with crushed rock aggregate for foundation stabilization.

Utility trenching and backfill will be utilizing accepted standard practices APWA specifications

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Erosion could occur with miss-managed grading and site preparation. However, site supervision will be present.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

25%

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Dust control during construction, landscaping and ground cover

- a. **Air**

- a. What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.

During Construction, emissions from construction equipment. Emissions from the HVAC system once construction is complete, which will be permitted and inspected by Clean Air Authority.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

None Known

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

No Proposed Measures, other than inspection and permitting of heating emissions from the Benton Clean Air Authority.

3. Water

a. Surface:

- 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.

No.

- 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.

No

- 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.

None

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

No

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

The proposed project is not within the 100 year flood plain.

- 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.

No

b. Ground:

- 1) Will ground water be withdrawn, or will water be discharged to ground water? Give general description, purpose, and approximate quantities if known.

No

- 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. **None**

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.

Runoff may occur from roofs and paved areas. This water will be collected and discharged into City storm water system

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

No, the design of the project should eliminate any waste materials entering ground or surface waters.

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

Plans and procedure will be implemented to minimize the origination of any water impacts on the site during construction. Dust control should be the only concern.

4. Plants

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

- _____ deciduous tree: alder, maple, aspen, other
_____ evergreen tree: fir, cedar, pine, other
_____ Shrubs
X _____ grass
_____ pasture
_____ crop or grain
_____ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
_____ water plants: water lily, eelgrass, milfoil, other
X _____ other types of vegetation

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

Site will be cleared of all vegetation, it currently contains weeds, native grasses, sagebrush and Russian Olive scrub

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

None known to be on or near site

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

Landscaping will include grass turf, shrubbery, trees, as prescribed by COR municipal code

5. Animals

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

birds: hawk, heron, eagle, songbirds, other:
mammals: deer, bear, elk, beaver, other:
fish: bass, salmon, trout, herring, shellfish, other:



- b. List any threatened or endangered species known to be on or near the site. **None known to be on or near site**

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

No

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

None identified

6. Energy and natural resources

- 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.

Electric energy and natural gas may be used to heat and cool structures.

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

No

- 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 project will undergo a review of energy saving design features by the Office of the Superintendent of Public Instruction, in compliance with RCW 39.35 to incorporate high-performance features into their school design and construction. School districts can use either Leadership in Energy and Environmental Design (LEED) 2009 or Washington Sustainable Schools Protocol (WSSP) 2010. The Washington Sustainable Schools Protocol (WSSP) is modeled after the Collaborative for High Performance Schools (CHPS) green building protocol and adapted to fit Washington schools. WSSP is a self-certifying standard developed to help school districts comply with the goals of the law. It is a planning tool that allows designers to plan a high-performance school while considering the regional, district, and site-specific possibilities and constraints for each project. The categories in the protocol include those related to Site, Water, Materials, Energy, Indoor Environmental Quality, and Planning and Operations.

7. Environmental health

- 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.

None anticipated

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

None

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

Traffic control and site access to minimize impact to City streets and residents, fencing to secure area during and after construction.

b. Noise

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

None

- 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.

Typical construction noise is expected during normal working hours (7am to 6 pm) on weekdays during construction.

After construction, noise may result from students on the playground and external bells and monthly fire alarm drills.

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

None other than disable external bell system when school is not in session during summer and breaks.

8. Land and shoreline use

a. What is the current use of the site and adjacent properties?

Residential

b. Has the site been used for agriculture? If so, describe.

Yes, indications are that this was at one time orchard property

c. Describe any structures on the site.

None

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

No

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

Planned Unit Development

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

Planned Unit Development

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

Not applicable

h. Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.

No

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

40 staff and up to 600 students

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

None, vacant land

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

None

— Low Density Residential
(0-5 Dwellings/Acre)

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

Proposed project is consistent with existing and projected land use.

9. Housing

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

None

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

None

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

None

10. Aesthetics

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

Forty (40) feet is anticipated however, design will be based on a one story structure which will include a gymnasium with a higher roof height.

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

None Identified

As currently undeveloped site is developed views in the vicinity will be altered.

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

One story structure, with trees, downward lighting, swale and green buffer zone between adjacent single family residential area.

11. Light and glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? **Consistent with the COR municipal lighting code.**

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

Not known, but not anticipated if it meets COR code requirements

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

None known

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

Compliance with lighting code, hooded lights to direct lighting to avoid light pollution in adjacent neighborhoods.

12. Recreation

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

School playground with typical amenities for kindergarten through fifth (5th) grade students would improve neighborhood access to recreation.

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

No

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

None

13. Historic and cultural preservation

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.

No

- b. Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site.

None

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

None

14. Transportation

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

Gala Way, Westcliffe Blvd, and Brantingham Road,

- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

yes

- c. How many parking spaces would the completed project have? How many would the project eliminate?

Project would not eliminate any parking, but would comply with COR code requirements for a school structure

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

Curbs and sidewalks along adjacent roadways

TO BE COMPLETED BY APPLICANT

EVALUATION FOR
AGENCY USE ONLY

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

No

f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.

50 Per ITE 520, 600 STUDENTS GENERATE ~ 774 DAILY TRIPS: 270 AM, 90 PM
AM PEAK BETWEEN 7 AM : 8 AM?
OR
40 STAFF GENERATE ~ 620 DAILY TRIPS: 215 AM, 72 PM

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

Proposal of a school speed zone, with flashing beacon and crosswalk treatments.

RSD WILL WORK DIRECTLY WITH PUBLIC WORKS ON PICK-UP/DROP OFF
LOCATIONS TO BEST ACCOMMODATE ADDED LOAD TO RESIDENTIAL STREETS.
15. Public services NAMELY FUSI WAY ; JONAGOLD.

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

Yes, the school will impact fire and police services, fire code compliance and inspection, traffic control and enforcement of proposed speed zone.

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

None

16. Utilities

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

All of the above except septic

b. 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.

Water, sewer, storm water, electrical, natural gas, refuse service, communications

C. SIGNATURE

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:

Date Submitted:

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(do not 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?

Proposed measures to avoid or reduce such increases are:

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

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

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

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

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?

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

TO BE COMPLETED BY APPLICANT

**EVALUATION FOR
AGENCY USE ONLY**

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?

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

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

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

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

CITY OF RICHLAND
Determination of Non-Significance

Description of Proposal Rezone an approximately 12.5 acre site from Planned Unit Development (PUD) to Single Family Residential 10,000 (R1-10) to allow for construction of a new elementary school for approximately 600-students and 40-staff with associated parking, utilities, landscaping and playground areas.

Proponent Richland School District

Location of Proposal East of and adjacent to Gala Way, west of and adjacent to Brantingham Road, north of the Brantingham Greens subdivision and generally south of Westcliffe Boulevard.

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.

[XX] 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 14 days from the date below. **Comments must be submitted by**
_____.

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

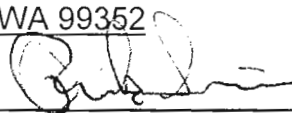
SEPA Responsible Official Rick Simon

Position/Title Development Services Manager

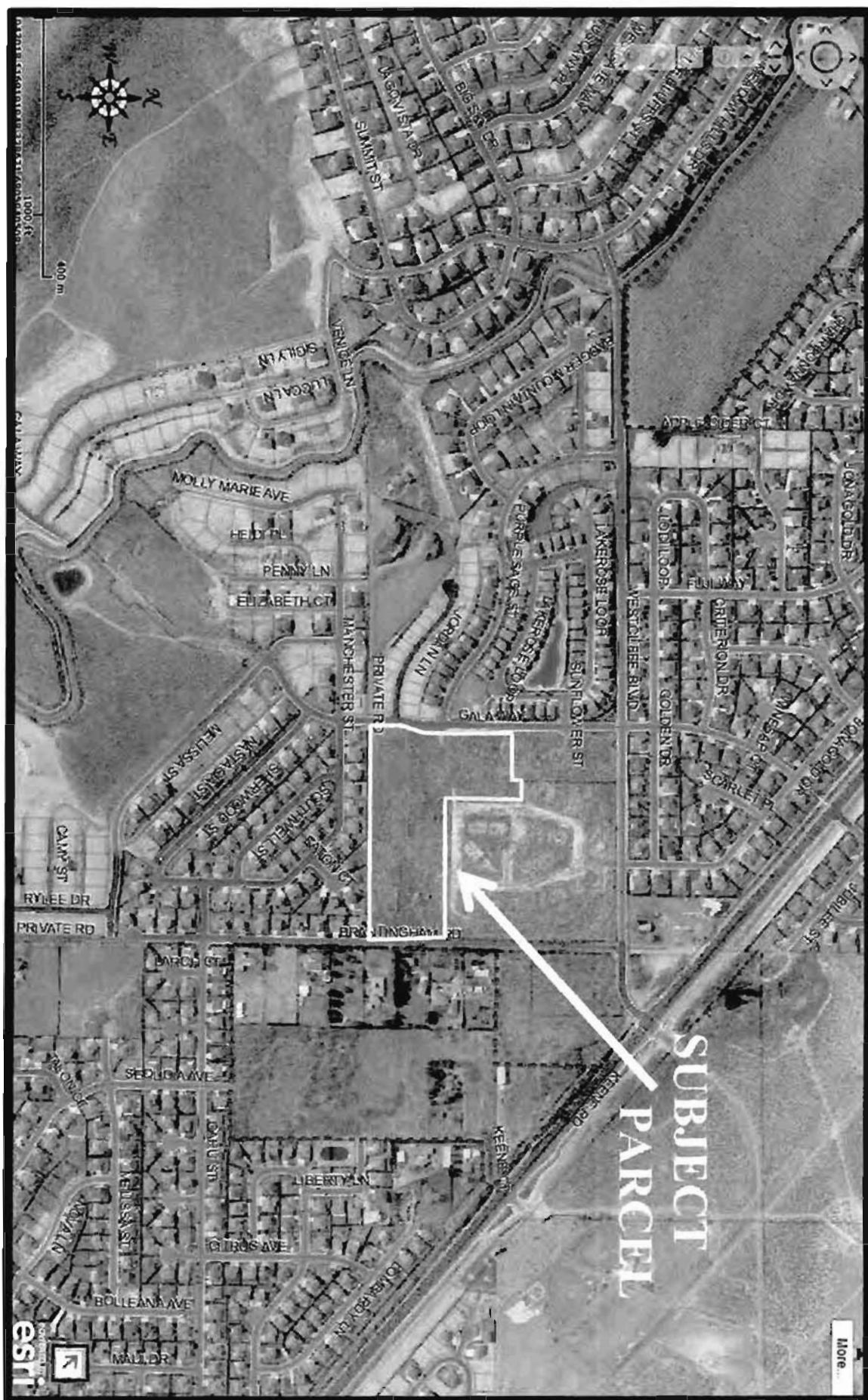
Address P.O. Box 190, Richland, WA 99352

Date 2/20/2013

Signature



Comments/Conditions





MINUTES - EXCERPT

RICHLAND PLANNING COMMISSION MEETING No. 2-2013

Richland City Hall – 550 Swift Boulevard – Council Chamber

WEDNESDAY, February 27, 2013

7:00 p.m.

Call to Order:

Chairman Boring called the meeting to order at 7:00 p.m.

Attendance:

Present: Chairman Boring, Commission Members Berkowitz, Clark, Jones, Moser, Wallner and Wise. Also present were City Council Liaison Phil Lemley, Deputy City Manager Bill King, City Engineer Jeff Peters, Planning Manager Rick Simon, Senior Planner Jeff Rolph and Recorder Pam Bykonen.

PUBLIC HEARING

Public Hearing Explanation: **Ms. Bykonen** explained the public hearing notice and appeal process and asked Commissioners to identify any conflicts of interest, ex-parte contact or any other appearance of fairness issues. Commissioners Berkowitz, Jones, and Moser and Chairman Boring disclosed that they were members of the Columbia Basin Racquet Club and personally knew the applicant but felt their membership would not affect their decision on Agenda Item 2. There were no objections to this disclosure.

New Business

1. RICHLAND SCHOOL DISTRICT (RSD) – Zone change on 12.5 acre parcel near Westcliffe Boulevard/Brantingham Road from PUD to R1-10 (Z2013-102)

Mr. Rolph presented the staff report for a proposed change in zoning of a 12.5-acre parcel located east of Gala Way, west of Brantingham Road, and generally south of Westcliffe Boulevard. The applicant is requesting the zone change to allow for the construction of a school which is allowed in a residential zone (R1-10) but not allowed in a PUD zone. The property is part of the Badger Mountain Village settlement agreement which required various uses around the apartment complex to act as a buffer between the apartments and surrounding neighborhoods. A new agreement was signed by the parties of the settlement who concur that construction of an elementary school with design parameters and a required traffic study was a compatible use for the property. Staff recommends approval of the zone change with conditions outlined in the draft Property Use Agreement. Mr. Rolph added that an e-mail received during the public comment period but had been inadvertently left out of the meeting packet.

Chairman Boring opened the Public Hearing at 7:18 PM and asked if there were any comments from the public on this item. Seeing none, she closed the Public Hearing at 7:19 PM.

Discussion:

Commissioner Wise asked about the timeline for construction of the school. **Mark Panther**, Richland School District, explained that while the school board had not given specific instructions, the assumption is that design and construction of the elementary school would begin once the sale of the property to RSD was complete. He expects the process to take about two years.

Commissioner Berkowitz asked if construction of the school was part of the bond measure that recently passed. **Mr. Panther** said it was.

Commissioner Moser asked about the possibility that the required traffic study would not align with the Memorandum of Understanding (MOU). **Mr. Peters** explained that the MOU required a traffic study but did not ask for any specific outcomes of the traffic study. RSD and the nearby homeowner associations had agreed upon a collaborative effort to determine the best configuration for parking, student drop-off areas, etc. to minimize impacts to the surrounding neighborhoods.

Commissioner Moser asked staff for clarification regarding the statement made by Michael and Sheila Laudisio via email that Brantingham Road was a county road and the City and RSD would need permission to use the road to allow for ingress and egress. **Mr. Rolph** assured everyone that Brantingham is a city road. **Mr. Peters** added that the property to the east of Brantingham Road was in the county but the road itself was City of Richland.

Using a chain link fence that is currently in place as a geographical reference, **Commissioner Berkowitz** asked for clarification regarding the property boundaries between the school and the apartment complex. **Mr. Panther** explained that the fenced area is being used as a lay-down yard by the apartment developer but is part of the property to be purchased by RSD which extends beyond the fence and ends near the sidewalk.

Chairman Boring expressed her appreciation for the work accomplished by RSD, the City and the homeowners associations prior to the public hearing.

Commissioner Wise noted his appreciation for the MOU which allowed for flexibility in design for the school.

A motion was made by Commissioner Moser and seconded by Commissioner Jones that the Planning Commission concur with the findings and conclusions set forth in Staff Report Z2013-102 and recommend to the City Council rezone the subject parcel from Planned Unit Development (PUD) to Single-Family Residential (R1-10) subject to the conditions of approval set forth in the draft Property Use and Development Agreement known as Attachment B.

Called for a vote: Commissioner Berkowitz: Yes; Commissioner Clark: Yes; Commissioner Jones: Yes; Commissioner Moser: Yes; Commissioner Wallner: Yes; Commissioner Wise: Yes; Chairman Boring: Yes.

MOTION CARRIED 7-0.



Council Agenda Coversheet

Council Date: 04/02/2013

Category: Consent Calendar

Agenda Item: C3

Key Element: Key 2 - Infrastructure & Facilities

Subject: AUTHORIZING CITY TO COST SHARE IN LED STREET LIGHT PILOT PROGRAM

Department: Energy Services

Ordinance/Resolution: 23-13

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 23-13, authorizing the City Manager to sign and execute an agreement with Badger Mountain South Development LLC to participate in an LED streetlight pilot project and make necessary budget adjustments to fund the project through the use of Electric Utility Enterprise Fund 401 reserve funds in an amount not to exceed \$125,000.

Summary:

Proposed Resolution No. 23-13, if approved by Council, will authorize the City Manager to enter into an agreement with Badger Mountain South Development LLC to install LED street lights in West Vineyards Phase 1 serving about 160 new homes. The new LED lights would be used instead of the historical high pressure sodium (HPS) lights that are prevalent throughout the City. The City's commitment in this pilot project would be an up-front cost not to exceed \$125,000 to pay for the difference in the initial cost of the new LED vs. the historical HPS lights.

The potential benefits to the City from this project include:

- Operational cost savings to the City's Streets Fund including maintenance and energy associated with the LED lights, resulting in reduced General Fund transfers to support Streets activities;
- A pilot application to evaluate the real vs. theoretical performance comparisons between historical HPS and LED lighting;
- An opportunity to compare LED lighting to new induction lighting recently installed in the cities of Kennewick and Pasco;
- An opportunity to allow citizens and business owners/operators to view lighting types and provide input on a future system-wide street light retrofit program;
- Real time data to calculate potential payback periods for street light retrofits using new technologies;
- An opportunity to determine the implications of energy conservation savings for street lights as regards existing and future regulations governing the City's electric utility;
- An opportunity to determine the implications of energy conservation savings for street lights as regards the future cost of wholesale power, particularly Tier 2;
- An opportunity for on-site experience to apply to the City's efforts to revise its street light design standards.

Funding for the City's contribution is available from reserve monies designated for energy conservation use in the Electric Utility Enterprise Fund. This pilot project can be accomplished to benefit the City's General Fund (energy savings) and without any adverse impacts on the City's electric utility rate payers. The proposed resolution if approved by Council would authorize the City Manager to adjust the 2013 Budget to utilize Electric Fund reserves.

Fiscal Impact?

☒ Yes ☐ No

Opting for LED technology is expected to reduce the operating costs associated with the lighting to be added to the City's system. Adjusting the 2013 City budget to transfer \$125,000 in Electric fund balance reserves to an expenditure line has no net effect on total Electric fund appropriations. The proposed resolution directs staff to conduct analysis to determine the appropriate allocation of operating cost savings from the new LED lights between the General Fund and Electric Utility Fund.

Attachments:

1) Proposed Resolution No. 23-13

City Manager Approved:

Johnson, Cindy
Mar 28, 16:07:55 GMT-0700 2013

RESOLUTION NO. 23-13

A RESOLUTION of the City of Richland authorizing the City to cost share in an LED Street Light Pilot Program with Badger Mountain South Development LLC.

WHEREAS, the City owns and operates 4589 street lights, most applying high pressure sodium or mercury vapor lighting technologies; and

WHEREAS, the City is aware of newer street light technologies which appear to be more cost-effective to operate including lower energy costs; and

WHEREAS, prior to the City considering a system-wide street light retrofit project, evaluation of the newer lighting technologies should be completed; and

WHEREAS, researching real applications from other cities/electric utilities and conducting pilot projects within the City will provide good opportunities to evaluate the newer lighting technologies; and

WHEREAS, the City has contacted the City of Kennewick to begin thorough research and analysis of Kennewick's street light retrofit project installing new induction lighting; and

WHEREAS, Badger Mountain South Development LLC (Developer) has proposed using the West Vineyard 1 Phase 1 development of approximately 160 new homes as a pilot project for LED lighting, including the capability for dimming; and

WHEREAS, direct benefits to the City from this pilot LED street light project would include cost savings to the General Fund realized by lower operating costs for the LED lights; and

WHEREAS, indirect benefits to the City from this pilot LED street light project would include but not be limited to: real data for use in evaluating the performance of the new LED lights compared to the existing City street lights and the new induction lights in neighboring cities; experience to apply to the City's efforts to revise its street lighting design standards; real data for use by electric utility staff to assess street light conservation implications on the wholesale Tier 2 cost of power; a baseline by which to address a future system-wide street light retrofit program; and an opportunity to solicit Richland citizen and business input regarding lighting performance at a variety of lighting configurations and intensities; and

WHEREAS, the Developer proposes that the City pay the difference between the initial higher cost of the LED lighting system vs. the City's historical high pressure sodium lighting system, proposed not to exceed \$125,000; and

WHEREAS, the City's Electric Utility Enterprise Fund 401 has a reserve that is dedicated to use for energy conservation purposes and is available to pay the upfront City investment; and

WHEREAS, a portion of the City's General Fund savings resulting from the new LED lights could be reimbursed to the City's Electric Utility Enterprise Fund 401 for purposes of paying back a portion of the upfront City contribution to this proposed pilot project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that:

Section 1.01 City Council authorizes the City Manager to enter into an agreement with Badger Mountain South Development LLC for the purpose of constructing an LED street light system in the first phase of the Badger Mountain South West Vineyard Phase 1 development.

Section 1.02 The City's obligation in this agreement will be payment of the difference between the initial cost of constructing the street lighting system using current City standards and technologies and the cost of constructing the LED lighting system to a predetermined performance standard. The City's contribution shall not exceed \$125,000.

Section 1.03 The City Manager is authorized to adjust the 2013 City budget to fund the City's obligation not to exceed \$125,000 from reserve funds available for energy conservation purposes in the City's Electric Utility Enterprise Fund 401.

Section 1.04 Considering the source of the upfront City contributions from the City's Electric Utility Enterprise Fund 401, the City Manager shall determine through staff analysis the appropriate allocation of operating cost savings from the new LED lights between the City's General Fund and Electric Utility Enterprise Fund 401.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 2nd day of April, 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

THOMAS O. LAMPSON
City Attorney



Council Agenda Coversheet

Council Date: 04/02/2013

Category: Consent Calendar

Agenda Item: C4

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: INCREASE CITYWIDE PETTY CASH AMOUNTS

Department: Administrative Services

Ordinance/Resolution: 25-13

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 25-13, to increase petty cash funds by \$1,775 to a new city-wide total of \$6,500.

Summary:

The increase to petty cash fund is necessary given improved internal control procedures within the Library, Landfill Operations, Police Services and Finance (utility billing) department. In addition, given the continued use of online payment processes as well as historical need for petty cash, Recreation and Development Center (permitting) has been reduced. Petty cash funds are utilized for cash transactions when handling customer payments as well as for disbursement of out of pocket expenses to City employees for reimbursements of incidental expenses, such as filing fees, that are within the current City guidelines/policy.

The proposed resolution will establish a new petty cash threshold for the following:

	Current	New
Finance	\$2,025	\$2,400
Recreation	400	300
City Clerk	50	50
Development Center	550	500
Library	600	1,300
Landfill Operations	1,100	1,550
Police Services	0	400
Total	\$4,725	\$6,500

Fiscal Impact?

☐ Yes ☒ No

Attachments:

1) Proposed Resolution

City Manager Approved:

Johnson, Cindy
Mar 28, 16:08:23 GMT-0700 2013

RESOLUTION NO. 25-13

A RESOLUTION of the City of Richland authorizing the Finance Manager or designee to increase the established Petty Cash Fund.

WHEREAS, the Finance Manager or designee currently has under his direction and control an established Petty Cash Fund that shall be operated in the imprest system and be reimbursed monthly or at shorter intervals of time, based upon cash balance of the fund prior to a scheduled City Council meeting; and

WHEREAS, the established fund is necessary for the efficient discharge of City business within several of the City departments; and

WHEREAS, it is now necessary to increase the Petty Cash Fund an additional one-thousand seven hundred seventy-five dollars (\$1,775) not to exceed a total amount of six-thousand five hundred dollars (\$6,500).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the Petty Cash Fund shall be increased one-thousand seven hundred seventy-five dollars (\$1,775) for a total amount not to exceed six-thousand five hundred dollars (\$6,500).

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 2nd day of April, 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

THOMAS O. LAMPSON
City Attorney



Council Agenda Coversheet

Council Date: 04/02/2013

Category: Consent Calendar

Agenda Item: C5

Key Element: Key 3 - Economic Vitality

Subject: ESTABLISHING A PUBLIC HEARING DATE FOR REATA ROAD ANNEXATION

Department: Community and Development Services

Ordinance/Resolution: 26-13

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 26-13, establishing April 16, 2013, as the date for Council to conduct a public hearing to consider the proposed annexation of 137 acres located South of Reata Road, West of Leslie Road, North of I-82 and East of the Kennewick Irrigation District Canal.

Summary:

On November 5, 2012, Council adopted Resolution No. 90-12, authorizing the circulation of a petition for the annexation of approximately 137 acres. This property is located generally south of Reata Road, west of Leslie Road, North of I-82 and east of the Kennewick Irrigation District canal. Property owners within the proposed annexation area have now submitted a legally valid petition for annexation. State law requires the City Council to set a date to hold a public hearing to consider the proposed annexation. The attached Resolution No. 26-13, would establish April 16, 2013, as the date to hold the hearing and instructs staff to issue public notice of the hearing.

Fiscal Impact?
☒ Yes ☐ No

Annexation will have a fiscal impact to the City. Staff will provide a fiscal analysis for Council's consideration at the public hearing scheduled for April 16, 2013.

Attachments:

- 1) RES 26-13 Reata Rd Annex - Public Hearing
- 2) Reata Road Annexation Vicinity Map

City Manager Approved:

Johnson, Cindy
Mar 28, 16:06:03 GMT-0700 2013

RESOLUTION NO. 26-13

A RESOLUTION of the City of Richland setting a date for a public hearing to consider the annexation of approximately 137 acres located generally south of Reata Road, west of Leslie Road and north of I-82 in Sections 2, 10 and 11 of Township 8, North, Range 28 E.W.M.; Benton County Washington (McDonald, Thom Fields Ministries).

WHEREAS, the City has received signatures on a petition requesting annexation from property owners representing not less than 60% of the total assessed valuation of the proposed annexation area; and

WHEREAS, State law (RCW 35.13.140) requires Council to establish a date for a public hearing to consider an annexation when presented with a legally valid petition.

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

Section 1.01 The City of Richland hereby establishes the regular Council meeting of April 16, 2013 as the date to hold a public hearing to consider the annexation petition for the proposed Reata Road annexation.

Section 1.02 Staff is hereby authorized and directed to provide public notice for the public hearing as required by state law.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 2nd day of April, 2013.

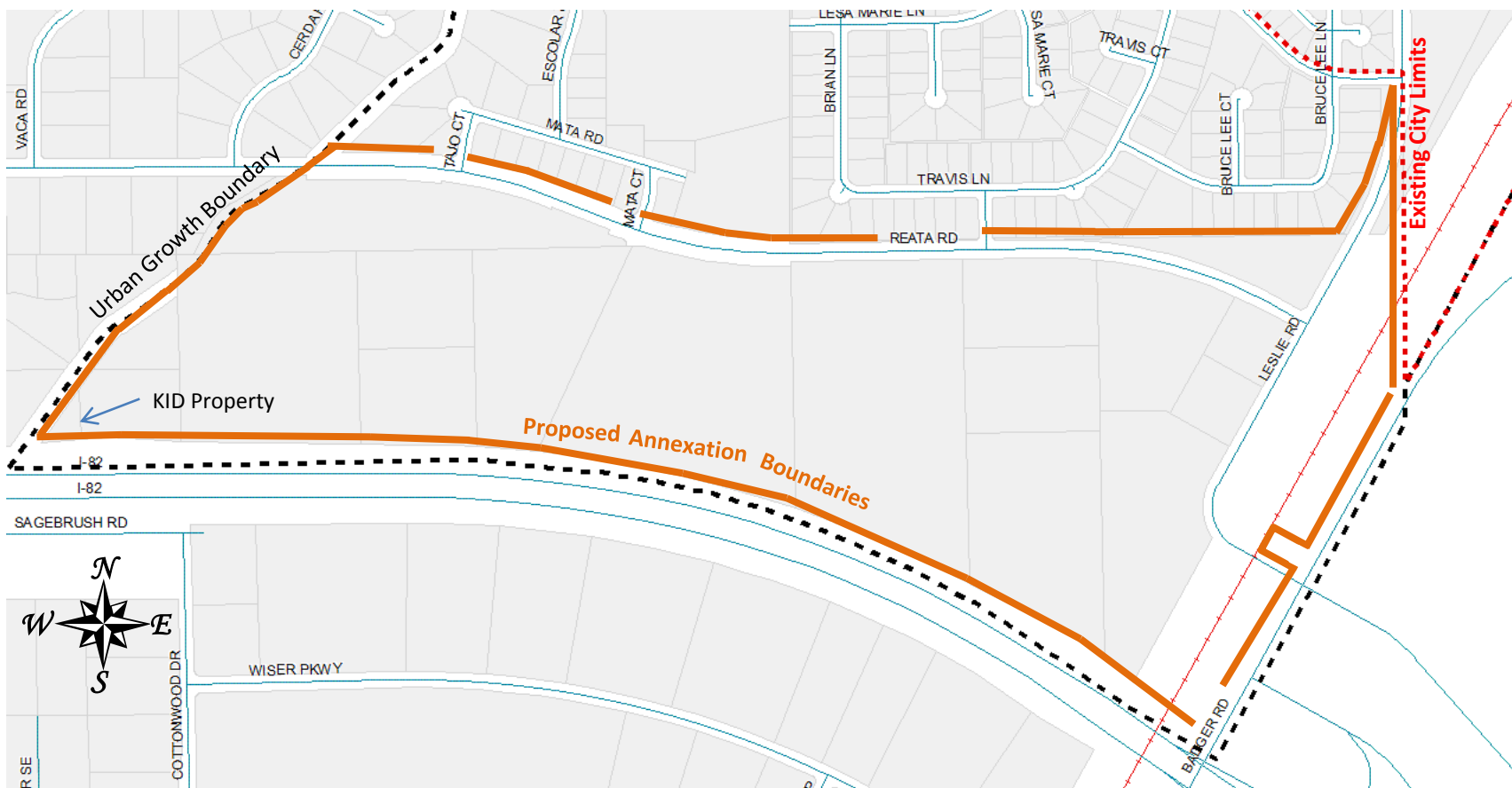
JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

THOMAS O. LAMPSON
City Attorney





Council Agenda Coversheet

Council Date: 04/02/2013

Category: Consent Calendar

Agenda Item: C6

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RESOLUTION NO. 27-13 VACATING POSITION NO. 7 OF THE PARKS AND RECREATION COMMISSION

Department: Parks and Recreation

Ordinance/Resolution: 27-13

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 27-13, vacating Position No. 7 of the Parks and Recreation Commission and initiate a recruitment process to fill the vacancy.

Summary:

On September 6, 2011, Position No. 7 of the Parks and Recreation Commission (PRC) was filled by Mr. Tony Maya. Subsequently, the Commissioner's attendance became in conflict with the performance standards of RMC 2.04.110 and 2.18.020. Staff and the PRC made numerous attempts to contact the Commissioner without success. On March 14, 2013, the PRC recommended that Council vacate Position No. 7 and that the City initiate a recruitment effort.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

1) RES 27-13 Vacating Position 7 of the Parks and Recreation Commission

City Manager Approved:

Johnson, Cindy
Mar 28, 16:04:37 GMT-0700 2013

RESOLUTION NO. 27-13

A RESOLUTION of the City of Richland vacating
Position 7 of the Parks and Recreation Commission.

WHEREAS, Mr. Tony Maya was appointed to the Parks and Recreation
Commission September 6, 2011; and

WHEREAS, the Commissioner is not compliant with the performance standards of
RMC 2.04.110 and 2.18.020; and

WHEREAS, on March 14, 2013 the Parks and Recreation Commission
recommended that the City Council vacate the position; and

WHEREAS, staff and Commission members have made numerous, unsuccessful
attempts to contact the Commissioner; and

WHEREAS, staff will initiate the recruitment process following an action by City
Council to vacate Position 7 of the Parks and Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED that this resolution shall take effect
immediately.

ADOPTED by the City Council of the City of Richland at a regular meeting on the
2nd day of April, 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

THOMAS O. LAMPSON
City Attorney



Council Agenda Coversheet

Council Date: 04/02/2013

Category: Consent Calendar

Agenda Item: C7

Key Element: Key 3 - Economic Vitality

Subject: PURCHASE & SALE AGRMNT WITH KEN SWEENEY FOR A 1-ACRE LOT IN THE HORN RAPIDS BUS. CNTR

Department: Community and Development Services

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign and execute the purchase and sale agreement with Ken Sweeney for a 0.995 acre parcel in the Horn Rapids Business Center.

Summary:

Ken Sweeney, owner of M. Rose Properties, is proposing to exercise their right to purchase a 0.995 acre parcel southeast of the Tom O'Neil Cellars in the Horn Rapids Business Center. This parcel is adjacent to the 1 acre parcel he purchased from the City of Richland in 2012 (shown on Real Estate Transaction Analysis) for \$54,047.50.

The proposed use is for the construction of an office/warehouse with additional office space to lease to small local businesses. They are proposing a 3,000 sq. ft. building (2,600 sq. ft. for warehouse and 400 sq. ft. for office) with a possible addition of 2,000 sq. ft. building to follow. They would like to allow each tenant building to have approximately 1,000 sq. ft. lay-down yard as well.

The Economic Development Committee provided a positive recommendation to Council at their January 28, 2013, meeting. City staff also recommends approval of the PSA.

Fiscal Impact?

☒ Yes ☐ No

The purchase price is \$1.25 per sq. foot, making the total purchase price approximately \$54,047.50. This sale is subject to the 1997 RTLTP Option Agreement. Net Proceeds minus closing costs and utility extensions will go towards the Industrial Development Fund. Further details on sales proceeds are provided in the Real Estate Transaction Analysis.

Attachments:

- 1) Draft Purchase and Sale Agreement
- 2) Real Estate Transaction Analysis

City Manager Approved:

Johnson, Cindy
Mar 28, 16:06:23 GMT-0700 2013

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property (the "Agreement") is made and entered into this ____ day of February, 2013 between the **CITY OF RICHLAND**, a Washington municipal corporation ("Seller"), and M. Rose Properties, LLC., ("Purchasers").

1. Purchase and Sale of Property. Seller agrees to sell and Purchasers agree to purchase, on the terms hereafter stated, all of the following described property (collectively, the "Property"):

1.1. The Property. The land involved in this transaction is located in the City of Richland, Benton County, Washington, and is legally described as follows:

(see Exhibit A)

In the event of an error in the legal description, the parties agree that either party or a scrivener may correct the error.

It is understood that the sale and conveyance to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights of record or which are open and obvious on the ground.

The Property described in Section 1.1. shall be conveyed to Purchasers by a Statutory Warranty Deed (the "Deed") subject to the Permitted Exceptions and at the time of payment. The Deed shall be delivered to Purchasers at Closing.

2. Purchase Price. Purchasers shall pay to Seller as the Purchase Price for the Property the sum of Fifty Four Thousand, Forty Seven Dollars and Fifty Cents (\$54,047.50) computed on a price of one dollar and twenty-five cents (\$1.25) per square foot for Forty Three Thousand Two Hundred Thirty Eight (43,238) square feet of usable property (the "Purchase Price"). Actual total price may vary depending upon total square footage based on final survey of site. The Purchase Price shall be paid by Purchasers to Seller in the form of all cash to be deposited in an escrow account with Cascade Title Company. The funds will be deposited in the following manner: five-thousand dollars (\$5,000.00) earnest money upon execution of this Agreement. These funds will be deposited in escrow account with Cascade Title Company.

The Purchaser shall be entitled to any interest accrued on the earnest money deposit.

3. Conditions Precedent to Sale. This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

3.1. Title Review. Within **ten (10) business days** after the date of execution of this Agreement by both parties ("Execution Date"), Seller, at its sole cost and expense, shall obtain from Cascade Title Company (the "Title Company") a preliminary title report on the Property, and copies of all documents referred to therein, and furnish same to Purchasers.

3.2 Due Diligence. Upon execution of this Agreement by both parties, Purchasers are granted a due diligence period until and including thirty **(30) business days** after receipt of the title report described in Section 3.1. The earnest money deposited under Section 2. shall be forfeited as liquidated damages should purchaser fail to notify seller of its intent to terminate this agreement upon expiration of the due diligence period. Said due diligence period may be extended an additional thirty (30) business days upon written mutual agreement by both Purchasers and Seller. Purchasers may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues. If the results of said review are unsatisfactory in Purchasers' opinion, Purchasers may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchasers under this Section 3.2., this Agreement shall terminate and be without any further force and effect, and without further obligation of either party to the other. During the Due Diligence period, **Purchaser will provide to Seller site plans and building elevations provided by a licensed architect for Sellers' review.** If upon review the Seller determines that the site plans will not meet the standards of the Horn Rapids Master Plan and Development Standards as provided in Exhibit C in Sellers' opinion, Seller may, at its option, elect to terminate this Agreement by giving Purchaser written notice of termination prior to the end of the due diligence period. Seller will promptly provide to Purchasers copies of all documentation and reports relating to the Property, including, for example, soils tests, environmental reports and similar reports.

3.3. Council Approval. The Closing of this transaction is contingent upon approval of this agreement by the City Council of the City of Richland.

4. Closing. On or before the date of Closing, as described below, Purchasers shall deliver to the Escrow Company, Cascade Title Company, the Purchase Price for the Property in the form of a certified or cashier's check less the earnest money previously paid and interest on the earnest money deposit. Seller shall deliver the Deed, as approved by Purchasers, to the Title Company for placing in escrow. Title Company shall be instructed that when it is in a position to issue a standard owner's policy of title insurance in the full amount of the Purchase Price, insuring fee simple title to the Property in Purchasers, Title Company shall record and deliver to Purchasers the Deed; and issue and deliver to Purchasers the standard

owner's policy of title insurance.

4.1. Closing Costs. Each party shall pay its own attorney's fees. Seller shall pay one half of all, recording costs, escrow Closing costs, if applicable, and *the full* premium for a standard owner's policy of title insurance. Purchaser shall pay one half of all transfer taxes, recording costs and escrow closing costs.

4.2. Closing Date. The Closing of the transaction and delivery of all items shall occur at Cascade Title Company and shall have occurred on a date specified by Sellers by written notice to Purchasers.

5. Title. Upon Closing of escrow as set forth in Section 4., title to the Property shall be conveyed by Seller to Purchasers by a duly executed Statutory Warranty Deed. **Closing Agent shall record on the deed the Buyers agreement to develop within the Development Standards described in the Horn Rapids Master Plan (Exhibit C) and this agreement.**

6. Covenants, Representations and Warranties.

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

6.1.1. From the date of this Agreement through the Closing Date, the Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property without the Purchasers' prior written consent.

6.1.2. During the Contract Period, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, easement or the like against the title to the Property without Purchasers' prior consent.

6.1.3. Seller shall use its best efforts to remove all disapproved exceptions.

6.1.4. During the Contract Period, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

6.1.5. Seller shall reasonably cooperate with Purchasers to obtain approvals and permits for the development of the Property.

6.1.6 Seller shall extend water, sewer, and power stubs a maximum distance of ten (10) feet into the property. Extension of utilities includes mainline cuts, extension of service lines, and ancillary costs associated with pavement patching and trenching. Extension of utilities does **not** include installation of meters or transformers, the

extension of said utilities to the purchaser's building, or the extension of said utilities to other portion of the purchaser's lot as may be required as part of the building permit process. Seller shall make best effort to provide utility stubs within 20 business days of closing.

6.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchasers, each of which shall be true on the date hereof and on the date of Closing.

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

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

6.2.3. As of the date hereof, to the best of Seller's knowledge, during the Contract Period:

6.2.3.1. Seller has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

6.2.3.2. Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or regulatory agency which would materially and adversely affect the Property.

6.2.3.3. Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

6.2.4. No special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report and Seller has not received written notice that any such assessments are threatened.

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

Seller shall immediately give Purchasers written notice of any event which would make any representation or warranty set forth in Section 6.2. incorrect or untrue.

6.3. Purchaser's Representations: Purchaser hereby makes the following representations to Seller, each of which shall be true on the date hereof and on the date of closing.

6.3.1. Purchaser represents that it has sufficient funds to close this transaction. If the purchaser is a corporation, the purchaser represents that it is a corporation in good standing, under the laws of its incorporation. If the purchaser is a limited liability company, the purchaser represents that it is a limited liability company in good standing, under the laws of its formation. In the event the purchaser states that it is a corporation or a limited liability company, and this statement is false, the person or person signing on behalf of the company shall be personally liable under this contract.

6.3.2. Purchaser further represents that the property will be developed as an office/warehouse space to lease to small, local businesses. Deviation from this intended use must be authorized by the Seller in writing or be subject to the Reversionary Clause in Section 10.13. This agreement does not alleviate the Purchaser from obtaining the necessary approvals, authorizations or permits required for the development of property for said use.

6.4 Survival of Covenants. The Covenants, Representations, and Warranties contained in Section 6 of this Agreement shall survive the delivery and recording of the Deed from the Seller to the Purchasers.

7. Casualty and Condemnation.

7.1. Material Casualty or Condemnation. If prior to the Closing Date (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000.00) or more to repair or replace, or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchasers or Seller may, at its option, terminate this Agreement by written notice to the other party given within two (2) days after notice of such event. If prior to the Closing Date neither party provides said termination notice within such two (2)-day period, the Closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller and an assignment to Purchasers at Closing of all Seller's interest in and to any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

7.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 7.1, or a taking or condemnation has occurred, or is threatened, which is not described in Section 7.1, neither Purchasers nor Seller shall have the right to terminate this

Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to (i) the cost to repair that portion of the Property so damaged by insured casualty, or (ii) an amount equal to the anticipated condemnation award, as applicable. At Closing, Purchasers shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

8. Purchasers' Remedies. In the event of material breach of this Agreement by Seller, Purchasers shall have, as their sole remedies (a) the right to pursue specific performance of this Agreement, (b) the right to terminate this Agreement and (c) all remedies presently or hereafter available at law or in equity.

Purchasers hereby waive all other remedies on account of a breach hereof by Seller.

9. Liquidated Damages. IN THE EVENT OF MATERIAL DEFAULT BY PURCHASERS IN THE PERFORMANCE OF THEIR OBLIGATIONS HEREUNDER, SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT FORTHWITH AND WITHOUT FURTHER OBLIGATIONS TO PURCHASERS AND KEEP THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES. PURCHASERS AGREE THAT IT IS DIFFICULT TO ASSESS THE AMOUNT OF DAMAGES INCURRED BY THE SELLER, IN THE EVENT OF A DEFAULT BY THE PURCHASERS. AS OF THE ENTRY OF THIS CONTRACT, THE AMOUNT OF THE EARNEST MONEY DEPOSIT, IS A REASONABLE ESTIMATE OF THE DAMAGES.

10. Miscellaneous.

10.1. Finders Fee. Purchasers and Seller each agree that a real estate finder's fee (collectively, "Real Estate Compensation") is not due to any third party or to each other. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this Section 10.1. shall survive the Closing.

10.2. Time of the Essence. Time is of the essence of every provision of this Agreement.

10.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or Express United States Mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

TO PURCHASERS:
Kenneth Sweeney
M. Rose Properties LLC.
108211 E. Badger Rd.
Kennewick, WA 99338
509-987-2503

TO SELLER:
City of Richland
505 Swift Boulevard
Richland, WA 99352
ATTENTION: Community Development
Phone: (509)942-7583
FAX: (509)942-5666

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

10.4. Assignments and Successors. Purchasers, without being relieved of any liability hereunder, may not assign this Agreement without Seller's consent, for any purpose.

10.5. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

10.6. Exhibits. All exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

10.7. Binding Effect. Regardless of which party prepared or communicated this Purchase Agreement, this Purchase Agreement shall be of binding effect between Purchasers and Seller only upon its execution by an authorized representative of each such party.

10.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Purchase Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase Agreement or any amendment or exhibits hereto.

10.9. Counterparts. This Purchase Agreement may be executed in several counterparts each of which shall be an original, but all of such counterparts shall

constitute one such Agreement.

10.10. Further Assurances. Purchasers and Seller shall make, execute and deliver such documents and undertake such other and further acts as may be reasonably necessary to carry out the intent of the parties hereto.

10.11. Merger. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchasers shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchasers and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the Closing.

10.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington.

10.13. Reversionary Clause and Option to Repurchase/Reclaim. This Property is being sold to Purchasers in anticipation for an office/warehouse space to lease to smaller businesses. If Purchasers fail to submit an application to Seller for approval of building plans within six (6) months of Closing, the Seller reserves the right to reclaim title to this Property. If Purchasers do not initiate construction within eighteen (18) months of Closing, Seller reserves the right to reclaim title to this Property. The Seller shall reclaim this Property by refunding the original Purchase Price of approximately Fifty Four Thousand, Forty Seven Dollars and Fifty Cents (\$54,047.50) computed on a price of one dollar and twenty-five cents (\$1.25) per square foot for Forty Three Thousand Two Hundred Thirty Eight (43,238) square feet, without interest. The Seller will not assume any liability for expenses incurred by Purchasers in conducting this transaction. Purchasers agree to reconvey title to the Seller within sixty (60) days of receipt of notification of Seller's decision to seek reconveyance of Property. This reversionary right is exclusive to the Seller and shall be exercised in at the sole discretion of the Seller. This reversionary right survives forty-eight (48) months after closing or until such time as building commences, whichever is earlier. The Seller shall be under no obligation to exercise this reversionary right. Purchasers agree that Seller must grant approval to any resale of the Property by Purchasers to any third party within the forty-eight month (48)-month reversionary period. This reversionary clause shall survive the delivery of the Deed.

10.14. Scrivener. The party drafting this agreement is the City of Richland. The purchasers are encouraged to review the contract with their own attorney, before signing this agreement.

IN WITNESS WHEREOF, the Purchasers have executed this Agreement on the date shown next to its signature and Seller has accepted on the date shown next to its signature.

Contract No: _____

CITY OF RICHLAND - SELLER

**M. ROSE PROPERTIES LLC. -
PURCHASER**

By: Cynthia D. Johnson
Its: City Manager

By: Kenneth Sweeney
Its: Owner

APPROVED AS TO FORM:

Thomas O. Lampson
City Attorney

By
Its:

Contract No: _____

Exhibit A – Legal Description

Lot 1 of Short Plat No. 3298, recorded in Volume 1 of Record Surveys, Page 3298, Records of Benton County, Washington located within Section 27, Township 10 North, Range 28 East, W.M., City of Richland, Washington.

Contract No: _____

Exhibit B – Short Plat 3298

Contract No: _____

Exhibit C – Development Standards

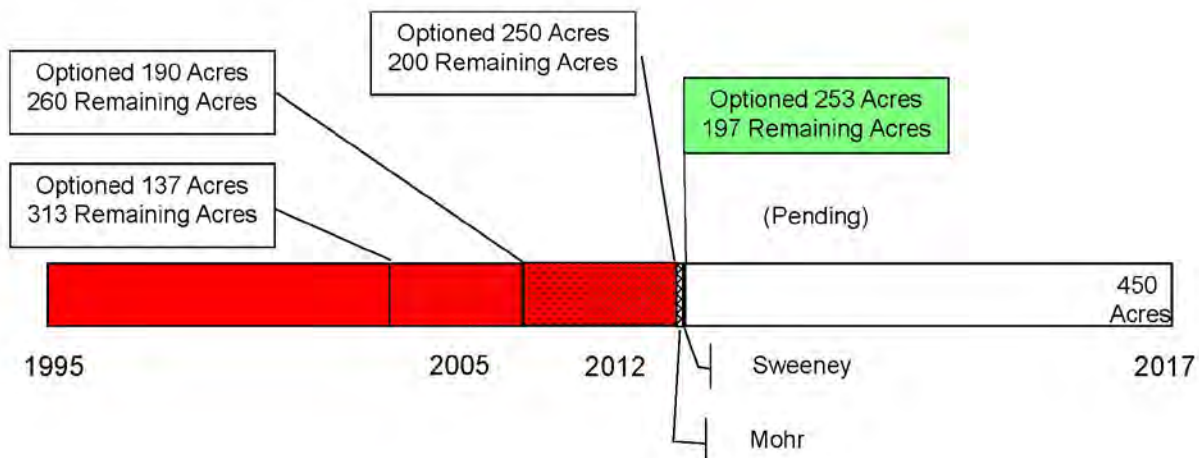
Real Estate Transaction Analysis – Ken Sweeney, M. Rose Properties

The price for the land is \$1.25 per square foot for an approximate purchase price of \$54,047.50. The price is slightly higher than recent land sales due to the highway frontage location. Utilities are already stubbed into the property. The projected sales proceeds are as follows.

Horn Rapids Business Center - Sweeney 2013			
Acres	1 Sq. Ft	43238.00	
Sale Price	1.25 per sq. ft.		
Gross Proceeds	\$ 54,047.50		
Less finders fee	\$ -	0%	
Access Road (To City)	\$ 26,808	\$0.62 per square foot	
Hold Back for Utility Extension	\$ 10,000		
Closing Costs	\$ 750		
Proceeds	\$ 16,490		
City's off top	\$ 2,482	\$ 2,500.00 per acre	
RTLP off top	\$ 1,489	\$ 1,500.00 per acre	
Proceeds for division	\$ 12,520		
City's Share	\$ 9,390	75%	
RTLP Share	\$ 3,130	25%	
City's Net Proceeds	\$ 38,679		
RTLP Net Proceeds	\$ 4,619		

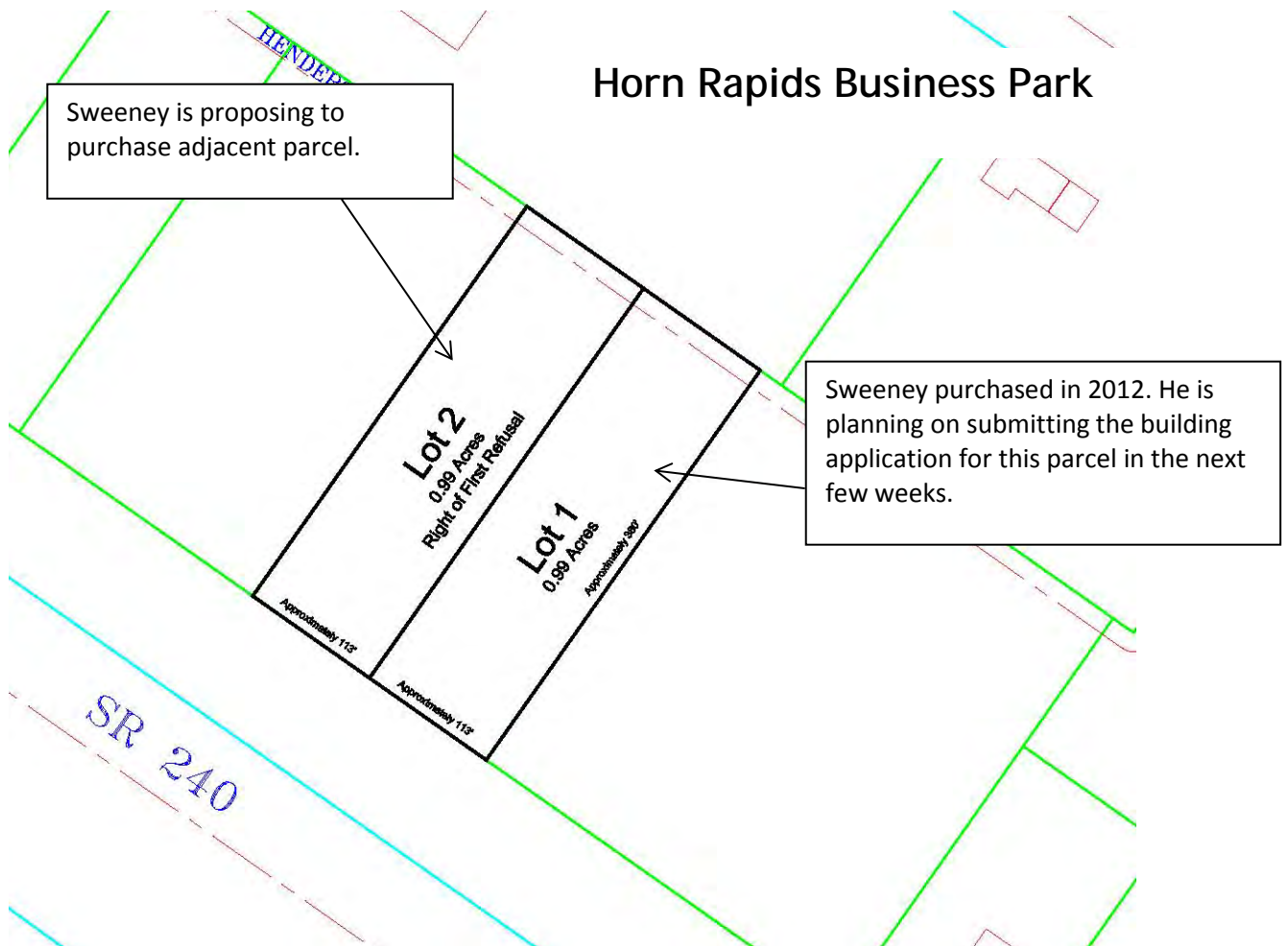
RTLP:

This sale is subject to the agreement with RTLP. The status of the City's agreement with Richland Triangle Limited Partnership is as follows:



Deal Points:

Ken Sweeney, owner of M. Rose Properties, is exercising his right to purchase the additional 1 acre parcel that is adjacent to the parcel he purchased in 2012. Mr. Sweeney is planning on putting office and warehouse space with a laydown yard on the parcel.





Council Agenda Coversheet

Council Date: 04/02/2013

Category: Consent Calendar

Agenda Item: C8

Key Element: Key 6 - Community Amenities

Subject: APPROVAL OF THE FACILITY CONTINGENCY AGREEMENT WITH THE RICHLAND PFD

Department: Community and Development Services

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign the Facility Contingency Fund Agreement with the Richland PFD in fulfillment of the Hanford Reach Interpretive Center sublease requirements. Authorize the City Manager to make appropriate budget adjustments to make the City's contribution, equal to building permit fees received, to the PFD contingency fund.

Summary:

The Richland Public Facilities District (PFD) will be building the Hanford Reach Interpretive Center (Reach) on a site owned by the Army Corps of Engineers and leased to the City of Richland for recreational uses. The Corps has approved the City's sublease of this site to the PFD but will hold the City responsible for all the terms of the parent lease. Should the PFD be unable to operate the Reach per the terms of the sublease, the City could be ultimately responsible for finding another acceptable use for the facility or, in a worst case scenario, returning the site to its pre-development state. With this in mind, the sublease calls for the establishment of a Facility Contingency Fund (Fund) which will protect the City's interests and provide a cushion to help insure the successful ongoing operation of the Reach. The details of the management and use of the Fund are to be specified in Facility Contingency Fund Agreement (Agreement) which is presented this evening for Council consideration.

Based on an estimate of demolition and site restoration costs, the sublease establishes \$18 per square foot of the Reach building as the target amount for the Fund. One fifth of that amount must be paid prior to open the facility and balance over the subsequent four years. The Agreement calls for the City to contribute an amount equal to the building permit fees (approximately \$22,000) paid to the City for this facility. The balance (approximately \$47,500) and all subsequent amounts will be paid by the PFD. The Agreement establishes how the fund can be used, maintained and expanded should the Reach be expanded. The Fund will be invested with any interest payments in excess of inflation transferred to the PFD. At the end of twenty years or if at any time the City determines the Fund is no longer needed, the proceeds will be released to the PFD.

Fiscal Impact?

☒ Yes ☐ No

Based on the current building design, approximately \$69,500 will need to be deposited in the Fund prior to opening of the facility. Once the City has been paid for the Reach building permit fee application, an equivalent amount will be transferred from the General Fund as the City's contribution to the Facility Contingency Fund. The balance of the required funding will be paid by the PFD. A budget adjustment is needed to effect the transfer from General Fund.

Attachments:

1) PFD Facility Contingency Fund Agreement

City Manager Approved:

Johnson, Cindy
Mar 28, 16:07:02 GMT-0700 2013

FACILITY CONTINGENCY FUND AGREEMENT

This Interlocal Agreement ("Agreement") is made as of the ___ day of _____, 2013, by and between the CITY OF RICHLAND, a Washington municipal corporation (the "City"), and the RICHLAND PUBLIC FACILITIES DISTRICT, a Washington municipal corporation (the "PFD"), to establish a Facility Contingency Fund (the "Fund") to help ensure that facilities built by the PFD on land subleased from the City and owned by the US Army Corps of Engineers (the "Corps") are operated and maintained in compliance with all provisions of the sublease between the PFD and the City and the parent lease between the City and Corps.

RECITALS

A. Pursuant to Lease No. W912EF-1-04-14, executed by the City and the Corps on March 26, 2004 (herein referred to as the "Parent Lease"), the City is the leaseholder of certain real property located in the City of Richland, Washington, and owned by the Corps. The City's leasehold interest under the Parent Lease includes an area known as Columbia Park West located on the Columbia River, north of Washington State Route 240 and approximately one-quarter mile east of the Columbia Center Boulevard within the City of Richland, Washington (the "Property").

B. The PFD has subleased (Richland Contract #43-11as amended, herein referred to as the "Sublease") the Property depicted and legally described in Exhibit A from the City. Under the terms of the Sublease the PFD will build, own and operate a facility of no less than 10,000 square feet, and no more than 75,000 square feet, to accommodate the Hanford Reach Interpretive Center ("Center") on the Property. The Center will be constructed and operated as both a "Tourism-Related Facility" within the meaning of RCW 67.28.080(7) and a "Regional Center" within the meaning of RCW 35.57.020. The Center will also be constructed and operated consistent with the adopted Columbia Park Master Plan and in full compliance with all provisions of the Sublease and Parent Lease, each as may be amended from time to time.

C. The PFD is responsible for maintaining the Center as a financially viable and operationally functional amenity for the residents of the City of Richland, the Tri-Cities area and visitors to the region. The City has review roles as regulator and landlord, but expressly disclaims any and all responsibility to participate in, or provide direction for, the management of the Center or to contribute to the on-going costs of operation and maintenance of the Center, except as agreed specifically in writing.

D. The City and the PFD agree that construction and operation of the proposed Center in accordance with the terms and conditions set forth in the Parent

Lease and Sublease will provide a substantial public benefit, including support of water-based activities, overnight use and day-use which will enhance the recreation experience within Columbia Park. The Center will also provide a number of important public benefits to the City and its residents, including preservation and promotion of the history, culture and ecology of the Columbia Basin and surrounding region, and provide educational programs to members of the general public.

E. On June 28, 2011, the Corps granted approval of the Sublease between the City and the PFD in accordance with Condition 13 of the Parent Lease. In doing so the Corps stated it will continue to “look to the City as prime lessee for compliance with the terms of the parent lease.”

F. Through the Sublease, the PFD has agreed to comply with all conditions of the Parent Lease. The PFD has provided a financial pro forma acceptable to the City demonstrating its capacity to complete and successfully operate the Center. If, however, for any reason the PFD is unable to complete and operate the Center in a manner consistent with the Parent Lease, the City’s leasehold interest in the Property may be jeopardized. It is therefore in the mutual interest of the City and the PFD to establish a Facility Contingency Fund, as required by and described in Section 8.3(f) of the Sublease, to help mitigate any unexpected financial issues which may interfere with the operation of the Center.

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

Section 1. Fund Creation and Purposes. Upon execution of this Agreement, as required by Section 8.3(f) of the Sublease, a Facility Contingency Fund (the “Fund”) will be established by the City and maintained per the conditions of this agreement separate from other funds, to help ensure, in conjunction with other endowment, reserve and contingency funds managed by the PFD, the availability of sufficient funds (in the City’s opinion) from time to time during the entire term of the Sublease for (i) completion of the Center, (ii) successful operation of the Center, (iii) performance of all maintenance, modifications, repairs, and replacements of the Center required under the Sublease or the Parent Lease or applicable law, (iv) if required under the Sublease or under the Parent Lease, full restoration of the Property to the condition required under this Sublease or the Parent Lease, and (v) to compensate the City for expenses that may be incurred should the PFD default on its obligations under the Sublease.

Section 2. Funding Sources and Schedule. The Fund will be funded by the PFD in accordance with the following schedule:

2.1. Prior to opening of the Center the PFD will contribute an amount equal to or greater than \$3.60 per gross square foot of building. For purposes of this agreement “gross square foot of building” is defined to be the product of the dimensions of the outside walls of the building ground floor plus 50% of the actual area of any additional levels including full height basements but excluding crawlspaces or elevator pits.

2.2. On or before each of the next four anniversaries of the first contribution, the PFD will contribute an additional amount equal to or greater than \$3.60 per gross square foot of building until the Fund contains an amount equal to or greater than \$18 per gross square foot of building.

2.3. Additional contributions:

- a) Should the facility be expanded during the term of this agreement, the PFD will make an additional contribution to the fund equal to \$18 per gross square foot of additional building area, but not to exceed a total Fund amount of \$1,000,000.
- b) The PFD will make additional contributions to restore any amounts withdrawn from the Fund as necessary to maintain a minimum balance in the Fund as provided in Section 3 of this Agreement.
- c) The PFD and the City may make other additional contributions to the Fund at any time as the PFD and the City may mutually agree.

The existence of the Fund and the City’s option to make contributions to the Fund or to release money from the Fund under this Agreement shall not be construed to create any obligation or responsibility on the part of the City to creditors of the PFD or for any other third party claims in respect of the Center or the Property.

Section 3. Fund Ownership and Management. The Fund will be owned and held by the City separate and apart from other City funds for the purposes of this Agreement. Amounts in the Fund may be invested in common with other City funds in accordance with City investment policies and applicable state law governing the investment of such funds.

3.1. Any interest and other earnings on amounts in the Fund will be used as follows:

- a) First, all interest and other earnings received up to the amount that would be received at a rate of return equal to the rate of increase in the CPI, as determined by the City within 15 days after the close of each calendar quarter on a cumulative basis for each calendar year, will be retained in the Fund,

subject to withdrawal from the Fund as otherwise provided by this Agreement;
and

- b) Second, any additional interest and other earnings received in excess of the amount stated in Section 3.1(a) above, after the close of each calendar quarter on a cumulative basis for each calendar year, will be made available to the PFD upon request for use in the operation of the Center, unless the amount held in the Fund is less than the Required Minimum Fund Balance specified in Section 3.2, the Center is not open to the public and operating in conformance with the terms of the Sublease, or the PFD is in default of its obligations under the Sublease (including the terms and conditions of the Parent Lease to which the Sublease is subject).
- c) For the purposes of this Agreement, "CPI" means the Consumer Price Index- All Urban Consumers, Average for All Items (Seattle-Tacoma-Bremerton, WA Area), most recently published by the U.S. Department of Labor, Bureau of Labor Statistics, prior to January 1 of each calendar year, and, if such index ceases to be published, such other reasonably equivalent index selected by the City.

3.2 The PFD shall maintain a minimum balance in the Fund equal to the sum of the contributions made to the Fund as required by Sections 2.1, 2.2 and 2.3 and adjusted annually based on changes in the CPI (the "Required Minimum Fund Balance"). The PFD shall determine and advise the City of the amount of Required Minimum Fund Balance within 15 days after the end of each calendar year. Should any amounts be withdrawn from the Fund as permitted or required under the provisions of Section 4 of this Agreement, the PFD shall restore the amount in the Fund to the Required Minimum Fund Balance within 12 months after the date of the withdrawal, or upon any earlier termination or expiration of the Sublease.

3.3 The cash and investments held in the Fund may not be pledged as collateral or used as a match to any grant without specific prior written approval by the City.

Section 4. Uses of Fund Assets. The City shall control the use and application of amounts in the Fund for the purposes of this Agreement, the Sublease and the Parent Lease.

4.1 So long as the PFD is not in default of its obligations under the Sublease as amended (including the terms and conditions of the Parent Lease to which the Sublease is subject), the PFD may request that the City transfer amounts from the Fund to the PFD for use and application for one or more of the purposes specified in Section 1 of this Agreement. The PFD's request must be in writing; specify in reasonable detail the purpose or purposes to which the funds will be applied; provide the reasons why

amounts in the Fund should be applied to such purposes rather than using other revenues received by the PFD in respect of the Center or other endowment, reserve and contingency funds managed by the PFD; and state a plan, source of funds and schedule under which the PFD will restore the Fund to the Required Minimum Fund Balance as required in Section 3.2 of this Agreement. The City may approve or disapprove the PFD request in its reasonable discretion in the circumstances, taking into account the basic purpose of this Agreement to make prudent provision for the long-term financial viability and functional operability of the Center.

4.2 If the PFD is in default of its obligations under the Sublease (including the terms and conditions of the Parent Lease to which the Sublease is subject), the PFD hereby approves the use and application by the City, in its sole discretion, of all or any portion of the Fund in any of following ways (in no particular order of priority):

- a) Making funds available to the PFD to cure the default;
- b) Using the funds to maintain operations of the Center;
- c) With permission of the Corps, making physical modification to the Center building;
- d) Retiring and/or defeasing all outstanding bonded indebtedness of the PFD and taking ownership of the Center building;
- e) Purchasing the Property from the Corps or making lease payments to the Corps under a renegotiated lease of the Property from the Corps;
- f) Removing all improvements from the Property and, to the extent feasible or required by the Corps, returning the Property to its condition prior to construction of any improvements on the Property, including the Center building;
- g) Pursuing any remedy provided to the City under section 23.2 of the Sublease;
- h) Making provision for any other uses of the Property which the City Council of the City may determine to be appropriate to assist with the functioning of the Center for its intended purposes and maintaining compliance with the Parent Lease and any other Corps requirements with respect to the Property; and/or
- i) Paying the reasonable fees, costs and expenses of third party managers hired to operate the Center, lawyers, accountants, appraisers and other consultants and City administrative expenses associated with any of the above actions.

Section 5. Dispute Resolution.

The provisions of this Section 5 shall be applicable only if and for so long as the PFD is not in default of its obligations under the Sublease. If a dispute arises between the City and PFD by reason of this Agreement, the parties shall make a good faith effort to attempt to achieve a resolution of the dispute within 30 calendar days.

In the event that the parties are unable to resolve the dispute through good faith negotiation within 30 calendar days, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences within 30 calendar days after demand for mediation from either party. If the parties are unable to agree upon a mediator, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Arbitration Procedures then in effect. Either party can submit the dispute to The American Arbitration Association of mediation, upon failure to agree to a mutually acceptable mediator in the above time limits which will bind the other party to the American Arbitration Mediation Procedure. Should mediation fail to resolve the dispute, suit can be brought in Benton County, Washington, Superior Court, provided that if the party seeking judicial redress does not substantially prevail in the judicial action, it shall pay the other party's reasonable legal fees and costs incurred in the judicial action.

Section 6. Termination: The Fund will be extinguished and this Agreement terminated when one of the following occurs:

- a) The Center has been successfully operated by the PFD in compliance with all terms of the Sublease for 20 consecutive years, at which time amounts on deposit in the Fund will be transferred to the PFD to be used to establish a permanent endowment fund for the long-term operation, maintenance, renewal and replacement of the Center;
- b) The City Council of the City, in its sole discretion, determines that the Fund is no longer needed to ensure the successful operation of the Center and compliance by the PFD with the requirements of the Sublease, and the City and the PFD mutually agree on a plan for the distribution and use of the Fund's assets consistent with applicable state law; or
- c) The City has terminated the Sublease in accordance with its terms, in which event all remaining assets of the Fund may be used and applied by the City for any City purpose consistent with applicable state law.

DATED the date first above written.

Approved as to form:

CITY OF RICHLAND,

a Washington municipal corporation

Thomas O. Lampson, City
Attorney

By

Name _____
Cynthia D. Johnson

Title _____
City Manager

RICHLAND PUBLIC FACILITY DISTRICT, a
Washington municipal corporation

By

Name _____
Lisa Toomey

Title _____
Chief Executive Officer



Council Agenda Coversheet

Council Date: 04/02/2013

Category: Consent Calendar

Agenda Item: C9

Key Element: Key 2 - Infrastructure & Facilities

Subject: AWARD OF BID TO CULBERT CONSTRUCTION FOR THE HODGES COURT SEWER REPLACEMENT

Department: Public Works

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize City Manager to sign and execute a contract with Culbert Construction Inc. of Pasco, WA for \$86,706.97 for the Hodges Court Sewer Main Replacement project and authorize staff to make the appropriate budget adjustments.

Summary:

The Hodges Court sewer project was included in the 2012 Capital Improvement Plan under the Collection System Renewal and Replacement Program (page 149). The construction was deferred because of other workload and is now ready for completion. The project includes a small sewer segment providing service to eight homes along Howell Street and Hodges Court. Built in the late 1940's, these houses were part of the original Plat of Richland. The sewer main that services the homes is located in the back and side yards. In the past few years, the pipeline has become very difficult to maintain. Problems with the existing sewer main included sagging lines, roots, and holes / gaps in the pipe. Staff has determined the pipeline should be replaced to ensure continued sewer service to the homes.

The location of the existing sewer pipeline and the house service lines present challenges to economically completing the needed repairs. Public Works Engineering staff reviewed many options for addressing this problem, ultimately settling on a recommendation to replace the existing sewer with a new sewer main in the same area. Among the alternatives reviewed and rejected were trenchless construction methods and a pressurized system wherein each home would be provided with its own sewer pumping system. The proposed open-cut trenching method will be very intrusive to the homeowner's properties, but is the most cost-effective method providing a similar level of service to the homes. Public Works staff has reached out to the affected residents in preparation for the project, so each affected resident is aware of the project and the City's landscape restoration approach. Due to the difficult nature of this project construction, staff is recommending a larger than normal construction contingency, 20% rather than the normal 10%.

Five bids were received on March 21, 2013, with a low bid of \$86,706.97 and a high bid of \$226,580.08. Engineer's estimate for the project was \$255,107.15. Staff has worked with Culbert Construction on several similar projects in the past and is confident in their abilities to complete the work in accordance with their bid prices. The engineer's estimate included a large contingency amount due to the difficult work location that several competent bidders did not include in their prices.

Construction should start mid to late April and last 6 to 8 weeks.

Fiscal Impact?

☒ Yes ☐ No

The attached Budget Summary identifies the proposed funding for this project along with other previously awarded contracts in the Collection System Renewal and Replacement Program (2013 CIP page 156). Staff is proposing to fund this project and correct a budget deficit in this program by transferring \$210,846.36 from the Wastewater Project Contingency fund to the Collection System Renewal and Replacement program. The current available budget in the contingency budget is \$599,312.

Attachments:

- 1) Hodges Court Sewer Main Replacement - Bid Tab
- 2) Hodges Court Sewer -Vicinity Map
- 3) Hodges Court Sewer -Budget Summary
- 4) Sealed Bid Attachment for BID AWARDS

City Manager Approved:

Johnson, Cindy
Mar 28, 16:05:45 GMT-0700 2013

City of Richland

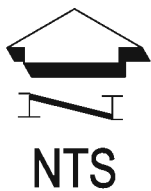
DATE BIDS OPENED: March 21, 2013	SB # 13-14 PW
HODGES COURT SEWER MAIN REPLACEMENT	

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		CULBERT CNST PASCO, WA		HOBURG ENTERPRISES KENNEWICK, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - BASE BID								
1	Mobilization.	1	LS	15,000.00	15,000.00	4,589.84	4,589.84	5,000.00	5,000.00
2	Site restoration.	1	LS	60,000.00	60,000.00	12,003.37	12,003.37	6,000.00	6,000.00
3	Removal of structures & obstructions.	1	LS	5,000.00	5,000.00	4,771.90	4,771.90	8,000.00	8,000.00
4	Flaggers & spotters.	40	HR	45.00	1,800.00	1.00	40.00	20.00	800.00
5	Project temporary traffic control.	1	LS	10,000.00	10,000.00	2,636.54	2,636.54	4,000.00	4,000.00
6	PVC D3034-SDR35 pipe for sewer 8" diameter.	408	LF	150.00	61,200.00	65.37	26,670.96	7.35	2,998.80
7	PVC D3034-SDR35 pipe for SS service 4" diameter.	100	LF	200.00	20,000.00	64.85	6,485.00	10.00	1,000.00
8	Trench safety.	508	LF	5.00	2,540.00	-	-	6.89	3,500.12
9	Pipe bedding.	508	LF	1.00	508.00	-	-	7.87	3,997.96
10	Testing sewer pipe (main only).	408	LF	3.50	1,428.00	3.02	1,232.16	1.47	599.76
11	Manhole 48" diameter Type Sewer Pre-Cast.	1	EA	4,000.00	4,000.00	1,869.68	1,869.68	3,500.00	3,500.00
12	Manhole 48" diameter Type Sewer Cast-in-Place.	1	EA	4,000.00	4,000.00	2,579.30	2,579.30	4,000.00	4,000.00
13	Sanitary sewer cleanout 8" diameter.	2	EA	2,250.00	4,500.00	365.89	731.78	350.00	700.00
14	New 4" or 6" sanitary sewer service connection.	9	EA	1,850.00	16,650.00	51.71	465.39	1,000.00	9,000.00
15	Connection to existing sewer service.	9	EA	1,500.00	13,500.00	93.94	845.46	1,000.00	9,000.00
16	Asphalt patching (2" HMA & 4" CSTC).	48	SY	35.00	1,680.00	54.54	2,617.92	52.08	2,499.84
17	Cement concrete sidewalk & misc. flatwork.	50	SY	45.00	2,250.00	93.12	4,656.00	60.00	3,000.00
18	Abandon existing manhole.	1	EA	750.00	750.00	453.79	453.79	3,500.00	3,500.00
19	Abandon existing cleanout.	2	EA	250.00	500.00	199.74	399.48	750.00	1,500.00
20	Dig & verify.	12	EA	500.00	6,000.00	84.83	1,017.96	500.00	6,000.00
21	Utility crossing, marked & unmarked.	3	EA	250.00	750.00	443.46	1,330.38	500.00	1,500.00
22	Re-channel sanitary sewer manhole.	1	EA	500.00	500.00	335.80	335.80	1,500.00	1,500.00
23	New manhole casting for existing manhole.	1	EA	450.00	450.00	667.76	667.76	3,500.00	3,500.00
24	Cement concrete traffic curb & gutter.	30	LF	25.00	750.00	52.23	1,566.90	83.33	2,499.90
25	Controlled density fill.	10	CY	120.00	1,200.00	110.79	1,107.90	120.00	1,200.00
26	Cap / plug existing sewer.	1	EA	200.00	200.00	390.55	390.55	1,200.00	1,200.00
27	Monument case, cover & pipe.	1	EA	400.00	400.00	596.02	596.02	925.21	925.21
SCHEDULE A - BASE BID SUBTOTAL					\$235,556.00		\$80,061.84		\$90,921.59
8.3% SALES TAX					19,551.15		6,645.13		7,546.49
SCHEDULE A - BASE BID TOTAL					\$255,107.15		\$86,706.97		\$98,468.08

City of Richland

DATE BIDS OPENED: March 21, 2013	SB # 13-14 PW
HODGES COURT SEWER MAIN REPLACEMENT	

				C & E TRENCHING, LLC PASCO, WA		POW CONTRACTING PASCO, WA		ALLSTAR CNST GROUP WEST RICHLAND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - BASE BID								
1	Mobilization.	1	LS	3,424.56	3,424.56	18,000.00	18,000.00	9,198.54	9,198.54
2	Site restoration.	1	LS	22,883.39	22,883.39	45,000.00	45,000.00	24,824.85	24,824.85
3	Removal of structures & obstructions.	1	LS	3,819.48	3,819.48	34,000.00	34,000.00	17,590.87	17,590.87
4	Flaggers & spotters.	40	HR	128.05	5,122.00	38.00	1,520.00	52.45	2,098.00
5	Project temporary traffic control.	1	LS	605.40	605.40	3,500.00	3,500.00	3,762.97	3,762.97
6	PVC D3034-SDR35 pipe for sewer 8" diameter.	408	LF	64.95	26,499.60	65.00	26,520.00	80.49	32,839.92
7	PVC D3034-SDR35 pipe for SS service 4" diameter.	100	LF	40.95	4,095.00	45.00	4,500.00	254.84	25,484.00
8	Trench safety.	508	LF	4.82	2,448.56	0.25	127.00	4.76	2,418.08
9	Pipe bedding.	508	LF	10.54	5,354.32	2.00	1,016.00	4.43	2,250.44
10	Testing sewer pipe (main only).	408	LF	14.56	5,940.48	25.00	10,200.00	7.05	2,876.40
11	Manhole 48" diameter Type Sewer Pre-Cast.	1	EA	5,517.09	5,517.09	2,400.00	2,400.00	3,868.81	3,868.81
12	Manhole 48" diameter Type Sewer Cast-in-Place.	1	EA	7,332.29	7,332.29	7,500.00	7,500.00	9,811.52	9,811.52
13	Sanitary sewer cleanout 8" diameter.	2	EA	1,244.82	2,489.64	250.00	500.00	1,132.92	2,265.84
14	New 4" or 6" sanitary sewer service connection.	9	EA	146.45	1,318.05	400.00	3,600.00	1,717.32	15,455.88
15	Connection to existing sewer service.	9	EA	86.15	775.35	400.00	3,600.00	1,645.36	14,808.24
16	Asphalt patching (2" HMA & 4" CSTC).	48	SY	82.41	3,955.68	65.00	3,120.00	118.87	5,705.76
17	Cement concrete sidewalk & misc. flatwork.	50	SY	110.46	5,523.00	50.00	2,500.00	56.63	2,831.50
18	Abandon existing manhole.	1	EA	1,407.21	1,407.21	650.00	650.00	877.68	877.68
19	Abandon existing cleanout.	2	EA	601.58	1,203.16	200.00	400.00	571.79	1,143.58
20	Dig & verify.	12	EA	258.91	3,106.92	400.00	4,800.00	1,348.31	16,179.72
21	Utility crossing, marked & unmarked.	3	EA	575.36	1,726.08	600.00	1,800.00	1,575.36	4,726.08
22	Re-channel sanitary sewer manhole.	1	EA	2,133.93	2,133.93	750.00	750.00	3,001.38	3,001.38
23	New manhole casting for existing manhole.	1	EA	880.17	880.17	500.00	500.00	813.39	813.39
24	Cement concrete traffic curb & gutter.	30	LF	60.26	1,807.80	45.00	1,350.00	57.77	1,733.10
25	Controlled density fill.	10	CY	275.35	2,753.50	125.00	1,250.00	138.27	1,382.70
26	Cap / plug existing sewer.	1	EA	3,377.04	3,377.04	250.00	250.00	295.46	295.46
27	Monument case, cover & pipe.	1	EA	481.91	481.91	350.00	350.00	970.51	970.51
SCHEDULE A - BASE BID SUBTOTAL					\$125,981.61		\$179,703.00		\$209,215.22
8.3% SALES TAX					10,456.47		14,915.35		17,364.86
SCHEDULE A - BASE BID TOTAL					<u>\$136,438.08</u>		<u>\$194,618.35</u>		<u>\$226,580.08</u>



AIRPORT

BY-PASS HIGHWAY

SAINT ST

NEWCOMER ST

MC MURRAY ST

PROJECT LOCATION

VAN GIESEN AVE

GEORGE WASH WAY

WILLIAMS BLVD

SWIFT BLVD

LEE BLVD

COLUMBIA RIVER



HODGES COURT SEWER MAIN REPLACEMENT

VICINITY MAP
CONTRACT # SB 13-14
FEB. 25, 2013

DATE: Feb. 25, 2013
DRAWN BY: id
SCALE: NTS
CAD DWG: hodes_court_sewer_plan_set

HODGES COURT SEWER MAIN REPLACEMENT

BUDGET SUMMARY

ESTIMATED CONSTRUCTION COSTS

DESIGN & CNST MGMT - PW ENG	\$	20,000.00
CONSTRUCTION CONTRACT		86,706.97
20% CONTINGENCY		17,341.39
TOTAL PROJECT COSTS	\$	<u>124,048.36</u>

PROPOSED BUDGET

2012 COLLECTION SYSTEM R & R CARRYOVERS	\$	424,702.00	
2013 COLLECTION SYSTEM RENEW / REPLACEMENT		685,000.00	
2013 E -BASIN TRENCHLESS REHABILITATION		(716,000.00)	
COLUMBIA PARK LIFT STATION - PHASE II		(480,500.00)	
WASTEWATER PROJECT CONTINGENCY		210,846.36	\$599,312 available
TOTAL PROJECT COSTS	\$	<u>124,048.36</u>	

Sealed Bids

Per State of Washington public works bid laws (RCW 39) and Richland Municipal Code (RMC 3.04.110) all bids for public works projects where the cost is greater than \$50,000 and \$65,000 in the year 2010 or thereafter, or more shall be submitted to and approved by City Council. The bidding process for these projects shall adhere to the following formal contract procedure;

- Preparation -The contract document shall be prepared by the authorizing department requiring the work under the supervision and approved as to form by the City Attorney.
- Advertising -Calls for bids shall be published in the official newspaper of the City by the Purchasing Department or the authorizing department.
- Bonding - Each bidder shall make a deposit in an amount equal to not less than 5% of the total bid or provide a 5% bid bond. The successful bidder shall furnish a payment and performance bond in an amount equal to the total amount of the contract.
- Bid Opening - Bids shall be submitted sealed to the Purchasing Department and opened in public by the Purchasing Department. The Purchasing Department or the authorizing department shall make a tabulation of all bids. The authorizing department will make formal recommendation.
- Award or Rejection - A staff report with the recommendation of award to the lowest responsible bidder together with the tabulation of bids received shall be forwarded to City Council for approval or rejection. Upon approval by the City Council, the authorizing department shall award the bid to the lowest responsible bidder. Council may, by resolution, reject any and all bids.
- Execution - All such contracts shall be executed by the City Manager.
- Filing - All public works contracts meeting the criteria described above will be filed with the City Clerk.



Council Agenda Coversheet

Council Date: 04/02/2013

Category: Consent Calendar

Agenda Item: C10

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: EXPENDITURES FROM MARCH 11, 2013, TO MARCH 22, 2013, FOR \$5,120,426.57

Department: Administrative Services

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the expenditures from March 11, 2013, through March 22, 2013, in the amount of \$5,120,426.57.

Summary:

Breakdown of expenditures:

Check Nos.	199843 - 200207	2,305,967.03
Wire Nos.	5286 - 5297	781,516.78
Payroll Check Nos.	98896 - 98909	23,320.30
Payroll Wires/ACH	7964 - 7984	2,009,622.46
TOTAL		\$5,120,426.57

Fiscal Impact?

☒ Yes ☐ No

Total Disbursements: \$5,120,426.57. Disbursement (wire transfer) includes Purchase Power Bill of \$319,571.00.

Attachments:

- 1) Wire Transfers
- 2) Voucher Listing Report

City Manager Approved:

Johnson, Cindy
Mar 28, 16:08:57 GMT-0700 2013

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
MARCH 11, 2013 - MARCH 22, 2013

Payee	Wire Description	Amount
Claim Wires - Wire No. 5286 to 5297		
AW Rehn Insurance	Fire Health Reimbursement Account	19,125.00
Bonneville Power Administration	Purchase Power	319,571.00
Conover	Section 125	2,827.22
Department of Licensing	Firearms Online Pmt for Concealed Licenses	1,667.00
LEOFF Trust	Fire Health Premiums	63,212.13
NW Intergovernmental Energy Service	Shell Market Purchase Power	95,257.05
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	279,857.38
	Total Claim Wire Transfers	\$ 781,516.78
Payroll Wires & Direct Deposits (ACH) - Wire No. 7964 to 7984		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,009,622.46
Total Claim & Payroll Wires/ACH		\$ 2,791,139.24

*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related



City Of Richland

VL-1 Voucher Listing

From: 3/11/2013 To: 3/22/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 001 CITY COUNCIL					
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$169.53
PARADISE BOTTLED WATER CO		2/13-CITYATTORNEY	199905	BOTTLE WATER FEBRUARY 2013	\$7.10
TRI CITIES LEGISLATIVE COUNCIL		226	200138	TCLC TRIP/OLYMPIA/JF-PL	\$400.00
				CITY COUNCIL TOTAL ****	\$576.63
Division: 100 CITY MANAGER					
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$26.74
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$29.67
				CITY MANAGER TOTAL ****	\$56.41
Division: 101 CITY CLERK					
CODE PUBLISHING INC		42823	200056	RMC UPDATES ORD 04-06	\$140.93
PARADISE BOTTLED WATER CO		2/13-CITYATTORNEY	199905	BOTTLE WATER FEBRUARY 2013	\$1.77
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$19.79
				CITY CLERK TOTAL ****	\$162.49
Division: 102 CITY ATTORNEY					
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$89.70
BELL BROWN & RIO PLLC		388	199851	PROSECUTION SVCS-FEB/MAR 2013	\$22,141.86
COLUMBIA INDUSTRIES SUPPORT LLC		121539	200061	ONSITE SHREDDING WO #128744	\$41.04
FOSTER PEPPER PLLC		1030926	199872	MATTER #151 - UTILITY ISSUES	\$104.00
KENYON DISEND PLLC		10/12-16587	199888	ACCT #283-10000M 10/2012	\$673.78
		16900		ACCT #283-10000M 12/2012	\$1,310.06
		16999		ACCT #283-10000M 1/13	\$2,085.78
		17113		ACCT #283-10000M	\$1,482.19
		17114		ACCT #283-10100M	\$533.05
		17115		ACCT #283-20000M	\$123.50
LEAVY, SCHULTZ, DAVIS & FEARING P.S.		37459	199891	ACCT #22949.00 - JAN 2013	\$363.00
		37633	200099	ACCT #24460.00 FEB 2013	\$1,328.25
MENKE JACKSON LAW FIRM		1/13-046	199896	ACCT #046-KWH JANUARY 2013	\$395.00
		1/13-048		ACCT #048-TMT HOMES JAN 2013	\$9,820.79
		12/12-046		ACCT #046-KWH DEC 2012	\$367.50
		12/12-048		ACCT #048 TMT HOMES DEC 2012	\$674.54
PARADISE BOTTLED WATER CO		2/13-CITYATTORNEY	199905	BOTTLE WATER FEBRUARY 2013	\$1.77
PRONTO PROCESS SERVICE INC		2013002164	199911	MESSENGER SERVICE FEB 2013	\$40.00
WEST PUBLISHING CORP DBA		826731250	199939	INFORMATION CHARGES FEB 2013	\$3,031.40
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$31.38
				CITY ATTORNEY TOTAL ****	\$44,638.59
Division: 110 ASSISTANT CITY MANAGER					
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$26.74



City Of Richland

VL-1 Voucher Listing

From: 3/11/2013 To: 3/22/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ECIVIS INC	S014978	102686	199868	GN: TRACKING & REPORTING - 5 U	\$13,257.00
MILLER, BERT		030213	199997	REIMBURSEMENT FOR TRAVEL-IT	\$753.74
PARADISE BOTTLED WATER CO		2/13-CITYATTORNEY	199905	BOTTLE WATER FEBRUARY 2013	\$1.77
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$21.15
ASSISTANT CITY MANAGER TOTAL ****					\$14,060.40
Division:	111	COMMUNICATIONS & MARKETING			
AMUNDSON, JON		031113	199945	COSTCO/CAMERA/AMUNDSON	\$1,199.59
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$0.26
				TELEPHONE CHGS 2/23/13-3/22/13	\$7.54
COMMUNICATIONS & MARKETING TOTAL ****					\$1,207.39
Division:	112	CABLE COMMUNICATIONS			
THE BUSKE GROUP	S014866	13670	199921	CABLE TV CONSULTING	\$3,045.00
WASHINGTON ASN OF TELECOMMUNICATIONS OFFICERS	P052474	2013 WATOA DUES	200148	2013 DUES FOR WATOA MEMBERSHIP	\$100.00
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$8.71
CABLE COMMUNICATIONS TOTAL ****					\$3,153.71
Division:	113	HANFORD COMMUNITIES			
CITY OF RICHLAND		13-012 LARSEN	199956	WST MNGMT CONF/PHOENIX/LARSEN	\$150.00
LARSEN, PAM BROWN		012513PBL	199988	TRIDEC MTG/KENNEWICK/LARSEN	\$50.00
		13-012-LARSEN		WST MNGMT CONF/PHOENIX/LARSEN	\$783.96
LUNDGREN, REGINA E		RCH-SB-294	199892	ECOLOGY SPEAKERS BUREAU	\$320.00
PARADISE BOTTLED WATER CO		2/13-CITYATTORNEY	199905	BOTTLE WATER FEBRUARY 2013	\$0.89
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$6.35
HANFORD COMMUNITIES TOTAL ****					\$1,311.20
Division:	120	FIRE			
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$26.74
BENTON RURAL ELECTRIC ASSOCIATION		2/13-74170526	200040	COLLINS ROAD RADIO TOWER ELECT	\$68.79
BLUE RUDDER		201193	199950	LDRSP SEMINAR-HEMPSTEAD	\$125.00
CASCADE FIRE EQUIPMENT CORP DBA	P052220	107903	199954	HELMET SHIELDS, WHITE LETTERIN	\$334.27
	P052220			HELMET SHIELDS, RED LETTERING	\$173.28
	P052163	107905		3" WHITE, NON-REFLECTIVE LETTE	\$37.91
	P052163			5" WHITE, REFLECTIVE LETTERING	\$154.33
	P052163			TRUCK ID PLATES WITH LETTERING	\$415.44
	P052163			TRUCK BRACKETS FOR ID PLATES	\$119.78
CHARTER COMMUNICATIONS		3/13-11253 SUB B	200049	PERRY MTN BASE RENT KGI 11226	\$675.31
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$3,393.95
		13-046 DEROUSIE	199956	NFA/EMITTSBURG/DEROUSIE	\$300.48
EAGLE PRINTING & GRAPHIC DESIGN INC	P052269	37459	200068	DISCOUNT	(\$67.69)
	P052269			#PC61, PORT & CO, 6.1 OUNCE,	\$2,157.34
	P052269			#ST310, SPORT TEK, JERSEY KNIT	\$554.59



City Of Richland

VL-1 Voucher Listing

From: 3/11/2013 To: 3/22/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EAGLE PRINTING & GRAPHIC DESIGN INC	P052269	37459	200068	ADJUST FOR TAX	(\$0.01)
	P052269			#4850MP, JERZEES, SUPER SWEATS	\$185.30
	P052269			#ST310, SPORT TEK, JERSEY KNIT	\$102.27
	P052269			DESIGN	\$135.38
	P052269			#K321, PORT AUTHORITY, 6.3 OUN	\$36.82
	P052269			#4850MP, JERZEES, SUPER SWEATS	\$540.02
	P052269			#K321, PORT AUTHORITY, 6.3 OUN	\$486.81
	P052269			#PC61T, PORT & CO, 6.1 OUNCE T	\$454.86
POCKETINET COMMUNICATIONS INC		3947	200118	STATION INTERNET FEES APR 13	\$140.25
RICHLAND ACE HARDWARE		34930	199913	ACETONE	\$6.49
UPTOWN CLEANERS		80509	200142	LAUNDRY SERVICE	\$299.07
		80640		LAUNDRY SERVICE	\$260.24
		80694		LAUNDRY SERVICE	\$302.64
		80751		NEW CLOTHING LABELING	\$87.72
		80752		LAUNDRY SERVICE	\$252.60
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$109.94
FIRE TOTAL ****					\$11,869.92
Division:	130	POLICE			
101 CLEANERS		02/13-9427360	200027	UNIFORM LAUNDRY SERVICE-FEB	\$219.44
A & A MOTORCOACH INC		54406	200028	CITIZENS ACADEMY TOUR	\$325.00
ADVENTOS LLC		2024	200031	SHAREPOINT LICENSE FEE-APR 13	\$1,368.30
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$2,066.72
BENSON, ROBERT		13-105-BENSON	199949	ICAC/ALEXANDRIA/BENSON	\$183.76
BERGER-OLSSON, KEVIN		030513 BERGER	200171	APP FLNG/WALLA WALLA/BERGER	\$13.00
CANON SOLUTIONS AMERICA INC		445172	200043	COPIER MONTHLY MAINT	\$0.63
CAR WASH PARTNERS INC DBA		35000034_030313	200044	VEHICLE WASHES - FEB 2013	\$32.17
CITY OF PASCO		03012013	200051	AUTO THEFT GRANT-OT REIMBURSE	\$331.75
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$2,345.73
		13-105--BENSON	199956	ICAC/ALEXANDRIA/BENSON	\$1,173.28
COOK PAGING INC		8985653	199865	PAGER RENTAL FOR MARCH 2013	\$70.27
CROSKREY, TOM		030513TC	199959	APPFLNGSUS/WALLAWALLA/CROSKREY	\$13.00
EDWARDS, ERIC J		022613EE	199968	1/2 TUITION RMBRSMNT/EDWARDS	\$375.00
FRONTIER	S014991	2/13-2530035792	199873	TELEPHONE CHARGE 3/7/13-4/6/13	\$640.02
GLASGOW, TROY		030513TG	199978	APPFLNGSUSP/WALLAWALLA/GLASGOW	\$13.00
LANGUAGE LINE SERVICES LLC		3115229	199890	TRANSLATION SRVCS FEBRUARY 13	\$19.03
LARSEN GUNSMITHING & FIREARMS	P052431	7026	200096	SAFARILAND #6378-383-412 GLOCK	\$89.05
OXARC INC		R185494	200111	OXYGEN TANK RENTAL	\$6.91
RECALL SECURE DESTRUCTION SERVICES INC		7346016509	200122	SERVICE FOR FEB 2013-RPD	\$64.48
RIVER CITY TOWING INC		12467	200124	TOW CHARGES	\$48.74
		12472		TOW CHARGES	\$48.74
		12473		TOW CHARGES	\$104.24



City Of Richland

VL-1 Voucher Listing

From: 3/11/2013 To: 3/22/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RIVER CITY TOWING INC		12474	200124	TOW CHARGES	\$104.24
		12477		TOW CHARGES	\$48.74
		12478		TOW CHARGES	\$48.74
TLO LLC		02/13-204527	199924	RECORDS SEARCH 2/1-28/13	\$110.00
WASHINGTON COMMUNICATIONS LLC DBA		326352	199933	RADIO REPAIR	\$465.69
WAT INC	P052433	RICHLAND PD130223	200155	GBD DOCKING STATION W/HDG ANTE	\$890.39
WESTERN STATES HOSTAGE NEGOTIATORS' ASN		2013/WHITBY	200158	ANNUAL MEMBER DUES/J WHITBY	\$35.00
XEROX CORPORATION		066837005	200163	URT-810053 COPIER USE FEB 2013	\$255.61
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$4.31
				TELEPHONE CHGS 2/23/13-3/22/13	\$195.44
POLICE TOTAL ****					\$11,710.42
Division:	210	ADMINISTRATIVE SERVICES			
LEAF FUNDING INC DBA		4319736	200097	OCE 9220 & 6520 PSHOP COPIER	\$928.39
PARADISE BOTTLED WATER CO		2/13-ADMIN SRVCS	200112	BOTTLED WATER SRVC 2/13	\$8.98
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$14.84
				TELEPHONE CHGS 2/23/13-3/22/13	\$12.47
ADMINISTRATIVE SERVICES TOTAL ****					\$964.68
Division:	211	FINANCE			
BLUE RUDDER		201193	199950	LDRSP SEMINAR-CHAMPOUX	\$250.00
CANON SOLUTIONS AMERICA INC		447125	200043	W3000 MAINT FEBRUARY 2013	\$7.85
CITY OF RICHLAND		031513PC	200053	CSHR SHORTAGE-3/4/13-A MEYER	\$10.00
COLLECTORSOLUTIONS INC		2012323	200057	MERCHANT SRVC CHARGES FEB 13	\$20,058.61
COLUMBIA INDUSTRIES SUPPORT LLC		121004	200061	ON SITE SHREDDING WO #126352	\$31.32
		121220		ON SITE SHREDDING WO #125816	\$31.32
GARDA CL NORTHWEST INC		160-819413	200076	ARMORED CAR SRVCS MAR 2013	\$389.70
PARADISE BOTTLED WATER CO		2/13-ADMIN SRVCS	200112	BOTTLED WATER SRVC 2/13	\$17.97
				BOTTLED WATER SRVC 2/13	\$42.15
POSTMASTER		PERMIT 153-3/7	199908	POSTAGE 2/20 TO 3/6/13	\$6,286.72
RETAIL LOCKBOX INC		1302 4812	200006	UB PYMT PROCESSING FEB '13	\$2,390.51
XEROX CORPORATION		066837014	200163	WC5030-BASE CHR/MTR USAGE	\$131.26
		066837023		W56655 BASE CHR FEB 2013	\$178.83
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$82.58
				TELEPHONE CHGS 2/23/13-3/22/13	\$40.88
				TELEPHONE CHGS 2/23/13-3/22/13	\$0.21
FINANCE TOTAL ****					\$29,949.91
Division:	212	PURCHASING			
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$10.01
CANON SOLUTIONS AMERICA INC	S014993	435286	200043	OCE 4511 COPIER RENTAL	\$204.97
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$720.47
NIGP	S014984	113336	199903	MEMBERSHIP RENEWAL FOR JOHN NO	\$180.00



City Of Richland

VL-1 Voucher Listing

From: 3/11/2013 To: 3/22/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UNITED PARCEL SERVICE	S014977	2/130000986641083	199929	WEEKLY SERVICE CHARGE 02/23/1	\$22.00
	S014997	3/130000986641093	200141	WEEKLY SERVICE CHARGE 03/02/1	\$11.00
WORKSPACE DEVELOPMENT LLC DBA	S014885	489792	200162	STEELCASE 9U947 HANGING PED F/	\$266.43
XEROX CORPORATION	S014992	066836993	200163	XEROX 785 FAX MACH MAINT	\$63.68
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$26.01
				TELEPHONE CHGS 2/23/13-3/22/13	\$39.19
PURCHASING TOTAL ****					\$1,543.76
Division:	213	INFORMATION TECHNOLOGY			
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$401.18
CITY OF RICHLAND		13-086 PIPKINS	200054	SHAREPOINT/LOS ANGELES/PIPKINS	\$410.70
		13-163 GIFFORD	199956	WINDOWS 70-680/SPOKANE/GIFFORD	\$297.45
DELL COMPUTER CORPORATION	P052392	XJ3KM3MN3	200066	LAPTOP, FULLY CUSTOMIZABLE LAT	\$712.91
	P052392	XJ3MJKN28		LAPTOP W/ ADVANCED PORT	\$1,363.71
DEPARTMENT OF ENTERPRISE SERVICES	P052185	I181738	200067	AUTOCAD MAP 3D 2013 SUBSCRIPTI	\$3,150.29
	P052350	I181856		SOFTWARE LICENSE, VISIO STD 20	\$172.48
	P052281	I181857		VISIOPRO 2013 SNGL MVL	\$333.52
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	P052412	92621736	200070	ArcGIS Datat Interoperability	\$541.50
	P052412	92622511		SALES TAX	\$1,507.53
	P052412			POPULATIONS OF 25001 TO 50000	\$16,809.79
	P052412			SALES TAX	\$1,393.12
	P052412			POPULATIONS OF 25001 TO 50000	\$18,190.21
GLOBAL KNOWLEDGE TRAINING LLC	P052473	C6UJ9A02TL9A	200078	INTERCONNECTING CISCO NETWORK	\$3,195.00
	P052473	C6UJ9A02XV41		INTERCONNECTING CISCO NETWORK	\$3,195.00
MID COLUMBIA ENGINEERING INC	P052201	ST005497	199897	RICH AUSTILL, AS400 PROGRAMMER	\$178.75
	P052201	ST005510	200198	RICH AUSTILL, AS400 PROGRAMMER	\$429.00
PARADISE BOTTLED WATER CO		2/13-SHOPS	199905	BOTTLED WATER - FEBRUARY 2013	\$49.43
PIPKINS, EMILY		13-086-PIPKINS	200116	SHAREPOINT/LOS ANGELES/PIPKINS	\$47.70
TECHSMITH CORPORATION	P052409	I319233	199920	SNAGIT MAINTENANCE 11.1/2.1 FO	\$181.17
XEROX CORPORATION		066837007	200163	BASE CHARGE FEBRUARY	\$141.38
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$154.75
INFORMATION TECHNOLOGY TOTAL ****					\$52,856.57
Division:	220	HUMAN RESOURCES			
ANOVAWORKS		12296	200033	DS-NIDA/DOT/PRE-EMPLOY PHYSICL	\$213.00
				DS-NIDA/DOT/PRE-EMPLOY PHYSICL	\$232.00
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$99.71
BOUSQUET, ADRIENNE	P052380	2013 ANNUAL	199853	ENTERTAINMENT - ANNUAL EMPLOYE	\$500.00
CANON SOLUTIONS AMERICA INC		431663	199855	RENT BASE COPIER 2/10-3/16/13	\$201.08
HARRINGTON'S TROPHIES		70028	200083	SERVICE AWARD	\$16.25
PARADISE BOTTLED WATER CO		2/13-SHOPS	199905	BOTTLED WATER - FEBRUARY 2013	\$49.43
PROGRESSIVE BUSINESS PUBLICATIONS		06128947	199910	2013 SUBSCRIPTION/PAYROLL	\$230.00



City Of Richland

VL-1 Voucher Listing

From: 3/11/2013 To: 3/22/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$46.56
HUMAN RESOURCES TOTAL ****					\$1,588.03
Division:	300	COMMUNITY & DEVELOPMENT SERVICE			
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$96.51
PARADISE BOTTLED WATER CO		2/13-CITYATTORNEY	199905	BOTTLE WATER FEBRUARY 2013	\$1.77
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$12.72
COMMUNITY & DEVELOPMENT SERVICE TOTAL ****					\$111.00
Division:	301	DEVELOPMENT SERVICES			
ABADAN INC		CNIN069102	200030	XEROX 6605 MAIN 2/23-3/22/13	\$52.44
ANCHOR QEA LLC	P051852	32740	199846	SHORELINE MASTER PROGRAM	\$5,848.22
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$280.90
MCCARTY, DAVE		13-074 MCCARTY	200195	CERT ICC/LEAVENWORTH/MCCARTY	\$302.48
VERIZON WIRELESS		1165826775	199930	BLDG INSP WIRELESS 1/20-2/19/13	\$160.12
WA STATE ASSOCIATION OF PERMIT		2013DUES-C SOMERS	200146	WSAPT 2013 DUES - C SOMERS	\$35.00
WASHINGTON STATE DEPT OF CORRECTIONS		WCS71549	200151	K REX - OFFICE CHAIR	\$543.67
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$69.36
				TELEPHONE CHGS 2/23/13-3/22/13	\$12.77
DEVELOPMENT SERVICES TOTAL ****					\$7,304.96
Division:	302	REDEVELOPMENT			
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$62.96
CHAMBERLIN & ASSOCIATES INC		3/13 APPRAISAL	200048	APPRAISAL REPORT-SWIFT PRKG LT	\$1,500.00
XEROX CORPORATION		066837003	200163	COPIER BASE/USAGE FEB	\$226.37
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$12.42
				TELEPHONE CHGS 2/23/13-3/22/13	\$3.71
REDEVELOPMENT TOTAL ****					\$1,805.46
Division:	330	PARKS & RECREATION ADMIN			
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$57.88
PARKS & RECREATION ADMIN TOTAL ****					\$57.88
Division:	331	PARKS & REC - RECREATION			
A & A MOTORCOACH INC		53830	199843	SENIOR TRIP/WALLA WALLA	\$404.25
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$83.47
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$852.50
		98835	199957	SCHOLARSHIP-LORRAINE FERQUERON	\$60.00
		98840		SCHOLARSHIP-VAYDIN DELGADO	\$30.50
MID COLUMBIA ENGINEERING INC	P052176	ST005498	199897	RP3 - GENERAL EDUCATION	\$270.27
	P052175	ST005499		RP2 FITNESS/DANCE 2013	\$1,228.19
OXARC INC		R185206	200111	HELIUM RENTAL FOR RCC	\$6.91
RICHLAND ACE HARDWARE		35045	199913	TAPE/VELCRO	\$14.59
XEROX CORPORATION		066837002	200163	PRINTER LEASE FEBRUARY 2013	\$214.07



City Of Richland

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From: 3/11/2013 To: 3/22/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$3.71
				TELEPHONE CHGS 2/23/13-3/22/13	\$22.25
				TELEPHONE CHGS 2/23/13-3/22/13	\$58.71
PARKS & REC - RECREATION TOTAL ****					\$3,249.42
Division:	335	PARKS & REC - PARKS&FACILITIES			
ABM JANITORIAL NORTHWEST		4857942	199942	JANITORIAL SERVICES-FEB 2013	\$2,008.43
				JANITORIAL SERVICES-FEB 2013	\$432.80
				JANITORIAL SERVICES-FEB 2013	\$478.09
				JANITORIAL SERVICES-FEB 2013	\$2,229.85
				JANITORIAL SERVICES-FEB 2013	\$2,838.34
		4970303	200167	CLEAN CARPETS & PARTITIONS-UB	\$200.00
ARAMARK UNIFORM SERVICES INC	S014988	2/13-934962000	200034	LINEN CHARGE FOR FEBRUARY 2013	\$309.48
ASBESTOS AND MOLD SOLUTIONS INC	P052247	578	199947	CONTAIN, REMOVE AND DISPOSE OF	\$1,120.91
	P052247	582		ADDITIONAL ASBESTOS ABATEMENT	\$534.25
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$174.14
				ACCT #287243288881 MASTER BILL	\$75.92
BLUE RUDDER		201193	199950	LDRSP SEMINAR-HARPER	\$250.00
BOLSON, TIM		2/13-100013	200041	PESTICIDE LIC/BOLSON	\$58.00
BUILDERS HARDWARE & SUPPLY CO INC		S3215835.001	199953	STEEL PADLOCK	\$54.93
		S3221204.001	199854	READER/KEYPAD	\$971.45
CASCADE NATURAL GAS CORP		2/13-51897100007	199856	1005 SWIFT 1/16-2/13/13	\$10.85
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$1,369.44
				CITY UTILITY BILLS/FEB 2013	\$1,330.47
				CITY UTILITY BILLS/FEB 2013	\$1,230.43
				CITY UTILITY BILLS/FEB 2013	\$1,204.30
				CITY UTILITY BILLS/FEB 2013	\$1,147.07
				CITY UTILITY BILLS/FEB 2013	\$2,608.41
				CITY UTILITY BILLS/FEB 2013	\$895.44
				CITY UTILITY BILLS/FEB 2013	\$1,025.28
				CITY UTILITY BILLS/FEB 2013	\$754.95
				CITY UTILITY BILLS/FEB 2013	\$845.31
				CITY UTILITY BILLS/FEB 2013	\$810.55
				CITY UTILITY BILLS/FEB 2013	\$717.70
				CITY UTILITY BILLS/FEB 2013	\$779.26
				CITY UTILITY BILLS/FEB 2013	\$1,041.10
				CITY UTILITY BILLS/FEB 2013	\$32.91
				CITY UTILITY BILLS/FEB 2013	\$29.95
				CITY UTILITY BILLS/FEB 2013	\$159.10
				CITY UTILITY BILLS/FEB 2013	\$95.00
				CITY UTILITY BILLS/FEB 2013	\$48.03
				CITY UTILITY BILLS/FEB 2013	\$175.26



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$194.85
				CITY UTILITY BILLS/FEB 2013	\$43.01
				CITY UTILITY BILLS/FEB 2013	\$137.21
				CITY UTILITY BILLS/FEB 2013	\$33.85
				CITY UTILITY BILLS/FEB 2013	\$675.56
				CITY UTILITY BILLS/FEB 2013	\$30.30
				CITY UTILITY BILLS/FEB 2013	\$91.22
				CITY UTILITY BILLS/FEB 2013	\$69.34
				CITY UTILITY BILLS/FEB 2013	\$30.18
				CITY UTILITY BILLS/FEB 2013	\$197.88
				CITY UTILITY BILLS/FEB 2013	\$227.78
				CITY UTILITY BILLS/FEB 2013	\$228.76
				CITY UTILITY BILLS/FEB 2013	\$39.37
				CITY UTILITY BILLS/FEB 2013	\$112.74
				CITY UTILITY BILLS/FEB 2013	\$69.18
				CITY UTILITY BILLS/FEB 2013	\$97.90
				CITY UTILITY BILLS/FEB 2013	\$98.87
				CITY UTILITY BILLS/FEB 2013	\$58.03
				CITY UTILITY BILLS/FEB 2013	\$101.48
				CITY UTILITY BILLS/FEB 2013	\$103.74
				CITY UTILITY BILLS/FEB 2013	\$104.73
				CITY UTILITY BILLS/FEB 2013	\$155.86
				CITY UTILITY BILLS/FEB 2013	\$110.24
				CITY UTILITY BILLS/FEB 2013	\$209.40
				CITY UTILITY BILLS/FEB 2013	\$113.26
				CITY UTILITY BILLS/FEB 2013	\$114.91
				CITY UTILITY BILLS/FEB 2013	\$115.00
				CITY UTILITY BILLS/FEB 2013	\$126.66
				CITY UTILITY BILLS/FEB 2013	\$54.32
				CITY UTILITY BILLS/FEB 2013	\$133.41
				CITY UTILITY BILLS/FEB 2013	\$133.52
				CITY UTILITY BILLS/FEB 2013	\$106.45
				CITY UTILITY BILLS/FEB 2013	\$52.13
				CITY UTILITY BILLS/FEB 2013	\$22.44
				CITY UTILITY BILLS/FEB 2013	\$19.70
				CITY UTILITY BILLS/FEB 2013	\$18.25
				CITY UTILITY BILLS/FEB 2013	\$17.73
				CITY UTILITY BILLS/FEB 2013	\$16.47
				CITY UTILITY BILLS/FEB 2013	\$22.87
				CITY UTILITY BILLS/FEB 2013	\$16.16
				CITY UTILITY BILLS/FEB 2013	\$16.42



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From: 3/11/2013 To: 3/22/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$13.40
				CITY UTILITY BILLS/FEB 2013	\$11.28
				CITY UTILITY BILLS/FEB 2013	\$10.29
				CITY UTILITY BILLS/FEB 2013	\$6.29
				CITY UTILITY BILLS/FEB 2013	\$427.99
				CITY UTILITY BILLS/FEB 2013	\$474.18
				CITY UTILITY BILLS/FEB 2013	\$237.65
				CITY UTILITY BILLS/FEB 2013	\$239.78
				CITY UTILITY BILLS/FEB 2013	\$15.61
				CITY UTILITY BILLS/FEB 2013	\$77.66
				CITY UTILITY BILLS/FEB 2013	\$426.60
				CITY UTILITY BILLS/FEB 2013	\$252.17
				CITY UTILITY BILLS/FEB 2013	\$277.50
				CITY UTILITY BILLS/FEB 2013	\$320.82
				CITY UTILITY BILLS/FEB 2013	\$29.82
				CITY UTILITY BILLS/FEB 2013	\$335.32
				CITY UTILITY BILLS/FEB 2013	\$28.31
				CITY UTILITY BILLS/FEB 2013	\$346.98
				CITY UTILITY BILLS/FEB 2013	\$26.96
				CITY UTILITY BILLS/FEB 2013	\$366.06
COLUMBIA RIGGING CORP		21845	200062	ROLLER BEARING SNATCH BLOCKS	\$134.66
COMPLETE CLEANING SYSTEMS		306	199863	MACHINE SCRUB-WAREHOUSE	\$175.00
FASTENAL COMPANY		WARIC37807	200072	CABLE TIES-CPF	\$100.03
		WARIC37861		SOCKET BITS/TOGGLER	\$85.70
		WARIC37871		NYLOCK NUTS	\$12.16
GRAINGER	S014982	9077418847	199876	V BELT, ITEM #6L279	\$105.79
	S014982	9079801578		V-BELT PULLY ITEM #5YKF6	\$146.40
INTL SOCIETY OF ARBORICULTURE		9245	199982	ISA MEMBERSHIP DUES 2013-ROJAS	\$180.00
JT AUTOMOTIVE PARTS INC DBA		280168	199882	BELTS	\$26.31
MCDONALD'S & ASSOCIATES INC		02/15/13	199895	TOP SOIL	\$146.21
MOON SECURITY SERVICES INC		635666	199901	BASIC FIRE MONITORING-MARCH	\$33.00
		638069		BASIC FIRE MONITORING MARCH 13	\$33.00
OXARC INC		2005WPS	200111	ACETYLENE & OXYGEN	\$87.35
		R185459		COMPRESSED GASES	\$170.07
		R185462		LIQUID UNIT	\$95.85
PLATT ELECTRIC SUPPLY INC		3214381	200117	RECEPTACLES	\$31.03
		3444510		OPERATOR/CONTACT BLOCK	\$180.32
		3450772		PUMP PANEL/HEATER PACK	\$684.61
PRO BUILD COMPANY LLC		71431561	200120	GOOFOFF AEROSOL-GRAFITTI RMVR	\$17.52
STONEWAY ELECTRIC SUPPLY		S100432135.001	200131	WALL STOPPER-LIBRARY	\$136.74
		S100441380.001		RED EXT BIN-840 NORTHGATE	\$15.36



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
STONeway ELECTRIC SUPPLY		S100449852.001	200131	IRRIGATION PUMP-LESLIE GROVES	\$35.19
		S100451180.001		FLUOR CHL FIX/SWITCH	\$137.48
SUNTOYA CORPORATION		71132	200014	PARKING LOT ELECTRICAL PARTS	\$41.98
THE PERSONAL TOUCH CLEANING INC		35992	199922	SHOPS 100:JANITORIAL SRVC 2/13	\$1,776.74
		35993		SHOPS200: JANITORIAL SRVC 2/13	\$824.29
		35994		SHOPS 300:JANITORIAL SRVC 2/13	\$1,034.11
		36024		RCC: JANITORIAL SRVC 2/13	\$2,931.27
		36025		LIBRARY: JANITORIAL SRVC 2/13	\$3,960.86
THE SHERWIN WILLIAMS CO		0006-1	199923	PAINT-SKATE PARK GRAFFITI	\$52.56
		5334-1		PAINT/TRAY LINERS	\$110.01
		5778-9		PAINT/SPACKLE/TAPE/MASK PAPER	\$118.75
		9368-6		PAINT	\$78.58
TOTAL FILTRATION SERVICES INC	S014889	PSV1024783	199925	AIR FILTER, 16 X 20 X 2, MERV	\$189.48
	S014889			AIR FILTER, 16 X 16 X 2, MERV	\$355.05
	S014889			AIR FILTER, 24 X 24 X 2, MERV	\$92.27
	S014889			AIR FILTER, 20 X 20 X 2, MERV	\$73.82
	S014889			AIR FILTER, 16 X 25 X 2, MERV	\$73.82
	S014889			AIR FILTER, 12 X 24 X 2, MERV	\$63.68
	S014889			ADJUST TAX	(\$0.01)
	S014889			AIR FILTER, 20 X 25 X 2, MERV	\$341.02
	S014889	PSV1027932		POCKET BAG HVAC FILTER, 24 X 2	\$1,004.72
	S014889			POCKET BAG HVAC FILTER, 12 X 2	\$85.64
	S014889			EXTENDED SURFACE RIGID CELL BO	\$530.35
	S014889			POCKET BAG HVAC FILTER, 20 X 2	\$514.86
	S014889			EXTENDED SURFACE RIGID CELL BO	\$244.11
UNITED PARCEL SERVICE	S014997	3/130000986641093	200141	GROUND PKG TO INDUSTRIAL CHEM	\$40.51
WASHINGTON CITIES INSURANCE AUTHORITY		FEBRUARY 2013	200149	RICHLAND REVOLVING CLAIMS ACCT	\$3,987.16
WESMAR COMPANY INC	P052322	190765	199938	FREIGHT	\$83.39
	P052322			BIOCIDE TREATMENT, STABROM 909	\$237.18
	P052322			CONDENSATE TREATMENT, SAVERITE	\$450.53
	P052322			COOLING TOWER TREATMENT, SAVER	\$886.98
WESTERN CONCRETE ACCESSORIES		18598	200021	CONCRETE BROOM-TRAILHEAD	\$82.65
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$60.02
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$59,389.41
Division:	338	PARKS & REC - PROJECT ADMIN			
CITY OF RICHLAND		031513PC	200053	BOUNDARY LINE ADJ FEE-BCA-PARK	\$50.00
PRINTER TECH SERVICE & SUPPLIES		15225	199909	PRINTER INK	\$307.57
PARKS & REC - PROJECT ADMIN TOTAL ****					\$357.57
Division:	900	NON-DEPARTMENTAL			
CITY OF PASCO		M022813	199858	ANIMAL SHELTERING-FEB	\$19,522.21



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$25.96
NON-DEPARTMENTAL TOTAL ****					\$19,548.17
GENERAL FUND Total ***					\$267,473.98
FUND 101	CITY STREETS				
Division:	401	STREETS MAINTENANCE			
ANOVAWORKS		12913	200033	DOT PHYSICAL/RESP FIT TEST	\$55.00
		12961		DOT PHYS/RESP FIT/HEP A/B COMB	\$55.00
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$83.12
BC SALES CO INC		B281437	199948	BOOTS-FLATAU	\$150.00
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$868.39
				CITY UTILITY BILLS/FEB 2013	\$76.99
HERTZ EQUIPMENT RENTAL CORP		26667293-001	199981	LIQUID PROPANE	\$43.21
		26711611-001		LIQUID PROPANE	\$89.01
		26720371-001		LIQUID PROPANE	\$86.42
		26726680-001		LIQUID PROPANE	\$100.25
MOON SECURITY SERVICES INC		638069	199901	BASIC FIRE MONITORING MARCH 13	\$33.00
RICHLAND ACE HARDWARE		205465	199913	7 WAY RV BLADE	\$20.57
		34963		CRIMPING TOOL	\$16.23
		35095		DRILL BITS	\$20.54
		35099		DRILL BITS	\$23.80
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$14.84
STREETS MAINTENANCE TOTAL ****					\$1,736.37
Division:	402	ARTERIAL STREETS			
ABADAN INC		ARIN039367	199844	SCANNING/PRINTING/CD	\$513.01
		ARIN039826	200030	STEVENS WATER MAIN/OVERLAY	\$71.74
BERGER ABAM ENGINEERS INC	P052423	301279	200170	DUPORTAIL BRIDGE - ENVIRON ASS	\$2,335.16
CITY OF RICHLAND		031913	200052	PERMITTING RECORDING FEES	\$374.00
DAVID EVANS & ASSOCIATES INC	P052005	329255	200177	CENTER PARKWAY - RAILROAD CROS	\$1,334.76
IMT INC		4369	200087	LOGSTON UTILITY CORRIDOR M13016	\$430.98
		4381		SAINT & SPENGLER-M13040	\$849.16
LEH APPRAISAL SERVICES LLC	P052425	C99-12/FEB2013	200100	DUPORTAIL BRIDGE - APPRAISAL F	\$3,150.00
	P051721	C99-12/PYMT10		STEVENS DRIVE EXTENSION-APPRAI	\$2,750.00
ROTSCHY INC	P052013	C139-12/PYMT 2	200202	LOGSTON UTILITY CORRIDOR -#139	\$116,561.13
ARTERIAL STREETS TOTAL ****					\$128,369.94
CITY STREETS Total ***					\$130,106.31
FUND 110	LIBRARY				
Division:	303	LIBRARY			
BLUE RUDDER		201193	199950	LDRSP SEMINAR-HOFFMAN	\$250.00



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From: 3/11/2013 To: 3/22/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$3,159.61
COLUMBIA INDUSTRIES SUPPORT LLC		121212	200061	ONSITE SHREDDING WO 127265	\$82.08
EQUINOX SOFTWARE INC	P052275	3100	199870	INSTALLATION AND CONFIGURATION	\$8,898.96
FRONTIER	S014987	2/13-5099433152	199873	TELEPHONE CHARGE 3/4/13-4/3/13	\$496.08
LEARNING EXPRESS LLC		4747	200098	DATABASE 1/1/13-12/31/13	\$1,925.00
NEWSBANK INC		RN675445	200107	PERIODICAL TRI CITY HERALD 1YR	\$5,766.80
SECRETARY OF STATE		00002331	200126	K20 NETWORK 10/01/12-12/30/12	\$2,971.02
WASHINGTON STATE PATROL		113006482	200152	BACKGROUND CHECKS - FEB 2013	\$10.00
XEROX CORPORATION		701613433	200163	COPIER BASE JANUARY 2013	\$370.80
		701613434		COPIER BASE JANUARY 2013	\$233.58
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$91.05
LIBRARY TOTAL ****					\$24,254.98
LIBRARY Total ***					\$24,254.98

FUND 112 INDUSTRIAL DEVELOPMENT FUND

Division: 305 ECONOMIC DEVELOPMENT

AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$188.88
BALLEW, GARY		FEBRUARY 2013	199849	BALLEW/MILEAGE FEB 2013	\$62.72
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$232.67
FEDERAL EXPRESS CORP		212849146	199975	SHIPPING CHARGES-CECD CERT	\$6.28
MILLER MERTENS COMFORT & KREUTZ PLLC		112627	199898	LEG SRVCS 1/13 WSCPDA	\$2,880.90
PARADISE BOTTLED WATER CO		2/13-CITYATTORNEY	199905	BOTTLE WATER FEBRUARY 2013	\$2.66
PRINTER TECH SERVICE & SUPPLIES		15239	200119	PRINTER CARTRIDGE	\$147.29
RGW ENTERPRISES PC	P052021	1/13-ASTRO	199912	MOD #1 TO CONTRACT #13-05 FOR	\$1,615.00
	P052021	1/13-COMMODITIES		MOD #1 TO CONTRACT #13-05 FOR	\$857.50
	P052021	1/13-GEN ENG		MOD #1 TO CONTRACT #13-05 FOR	\$1,957.50
TRI CITIES LEGISLATIVE COUNCIL		236	200138	2013 TCLC-MEALS, MATRL, RCPTN	\$30.00
TRI CITY HERALD	S014999	2/24/13-825	200139	CITY OF RICHLAND FUNDING	\$256.62
TRI CITY REGIONAL CHAMBER OF COMMERCE		2457	200140	NETWORK TRI-CITES LUNCH	\$30.00
		2500		DIRECTOR MEMBERSHIP 3/13-2/14	\$5,250.00
TRIDEC		188	199928	REGISTRATION G BALLEW	\$50.00
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$17.39
ECONOMIC DEVELOPMENT TOTAL ****					\$13,585.41

Division: 306 ECONOMIC DEVELOPMENT PROJECTS

CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$48.59
TANGENT SERVICES INC	P048058	1351	200134	SC10-61 AGEEMENT FOR RAIL CONS	\$490.00
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$538.59
INDUSTRIAL DEVELOPMENT FUND Total ***					\$14,124.00

FUND 113 I-NET



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From: 3/11/2013 To: 3/22/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 202	CABLE COMMUNICATIONS/I-NET				
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$136.30
CABLE COMMUNICATIONS/I-NET TOTAL ****					\$136.30
I-NET Total ***					\$136.30
FUND 150	HOTEL/MOTEL FUND				
Division: 307	HOTEL/MOTEL TAX				
COLUMBIA RIVER EXHIBITION OF HISTORY		839	199958	C14-13 HOT/MOT GRANT OPERATION	\$28,795.50
TRI CITIES VISITOR & CONVENTION BUREAU		152253	200206	FEBRUARY MONTHLY DUES	\$15,499.56
HOTEL/MOTEL TAX TOTAL ****					\$44,295.06
HOTEL/MOTEL FUND Total ***					\$44,295.06
FUND 151	SPECIAL LODGING ASSESSMENT				
Division: 339	TOURISM PROMOTION AREA				
TRI CITIES VISITOR & CONVENTION BUREAU		FEB 2013	200206	SPECIAL LODGING ACCESS FEB 13	\$16,990.69
TOURISM PROMOTION AREA TOTAL ****					\$16,990.69
SPECIAL LODGING ASSESSMENT Total ***					\$16,990.69
FUND 153	CDBG FUND				
Division: 308	CDBG PROGRAM				
CHICAGO TITLE INSURANCE COMPANY		DP13-02	200050	DPA/PRICE 104 CULLUM	\$4,000.00
DELEON CONSTRUCTION INC	P052044	512	200178	300 & 302 DELAFIELD REHAB/2060	\$2,768.44
	P052044	522		300 & 302 DELAFIELD REHAB/2060	\$23,808.12
DELTA HEATING & COOLING INC		21027	199867	524 SMITH-OO REHAB	\$2,301.35
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$3.99
				TELEPHONE CHGS 2/23/13-3/22/13	\$3.71
CDBG PROGRAM TOTAL ****					\$32,885.61
CDBG FUND Total ***					\$32,885.61
FUND 154	HOME FUND				
Division: 309	HOME PROGRAM				
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$3.99
HOME PROGRAM TOTAL ****					\$3.99
HOME FUND Total ***					\$3.99
FUND 385	GENERAL GOVT CONSTRUCTION				
Division: 900	NON-DEPARTMENTAL				
GLASS NOOK INC	P052346	57039	200077	41 X 94-1/4 1/4" CLEAR LAMINAT	\$327.26
	P052346			LABOR & MATERIALS TO INSTALL C	\$92.06



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		34867	199913	COVER PLATES, TOGGLE SWITCHES	\$20.62
NON-DEPARTMENTAL TOTAL ****					\$439.94
GENERAL GOVT CONSTRUCTION Total ***					\$439.94
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
GRAINGER	P052434	9083135773	200185	ADHESIVE 3M SUPER WEATHERSTRIP	\$111.25
	P052434			ADJUST FOR TAX	(\$0.02)
	P052434	9083424920		ADJUST FOR TAX	\$0.01
TOTAL ****					\$111.24
Division:	501	BUSINESS SERVICES			
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$26.74
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$640.56
		13-130 HAMMOND	199956	PPC/PORTLAND/HAMMOND	\$275.21
UNITED PARCEL SERVICE	S014997	3/130000986641093	200141	GROUND PKG TO MORGAN SCHAFFER	\$19.57
XEROX CORPORATION	P052148	066837015	200163	W5655 EQPT RENTAL/COPIES DIV.	\$112.30
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$34.70
BUSINESS SERVICES TOTAL ****					\$1,109.08
Division:	502	ELECTRICAL ENGINEERING			
ABADAN INC		CNIN069102	200030	XEROX 6605 MAIN 2/23-3/22/13	\$17.48
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$139.87
CITY OF RICHLAND		031913	200052	ELECTRICAL RECORDING FEES	\$85.00
D HITTLE & ASSOCIATES INC		9164	199866	TASK 091102-STEVEN'S SUB	\$1,050.00
	S013987	9397		TASK ORDER #111201	\$2,912.00
DEPARTMENT OF ENTERPRISE SERVICES	P052185	1181738	200067	AUTOCAD MAP 3D 2013 SUBSCRIPTI	\$5,040.46
	P052185			AUTOCAD LT 2013 SUBSCRIPTION	\$175.84
MEIER ENTERPRISES INC	P051954	12032	200104	300 AREA ELECTRICAL SERVICE	\$16,800.00
XEROX CORPORATION	P052148	066837011	200163	W5030 EQPT RENTAL/COPIES DIV.	\$60.95
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$65.24
ELECTRICAL ENGINEERING TOTAL ****					\$26,346.84
Division:	503	POWER OPERATIONS			
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$272.24
BOYD'S TREE SERVICE LLC	P052158	2684	200042	TREE PRUNING SERVICE-2013	\$6,279.32
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$131.89
				CITY UTILITY BILLS/FEB 2013	\$2,355.73
CONSTRUCTION AHEAD INC DBA		23013-01	200064	TRAFFIC CONTROL C2-9353	\$613.23
D HITTLE & ASSOCIATES INC	P052356	9395	199866	MODIFICATION NO. 7 TO MASTER	\$2,736.00
	P052305	9399		300 AREA GEOPHYSICAL SURVEY PE	\$2,848.00
DEPARTMENT OF ENTERPRISE SERVICES	P052185	1181738	200067	AUTOCAD MAP 3D 2013 SUBSCRIPTI	\$1,890.17
EWELL, RICHARD		030513	200181	CDL RENEWAL/EWELL	\$85.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FAST INITIAL RESPONSE SYSTEMS & TRAINING		15946	200071	AED SMART PADS II	\$355.75
HD SUPPLY POWER SOLUTIONS LTD	S014946	2207862-00	200085	ALL PURPOSE CLEANER #10-169	\$20.31
	S014946			HOT STICK BOOM WAX #10-091	\$94.65
HERITAGE PROFESSIONAL LANDSCAPING INC		16154	199879	SOD REPAIR-2444 DOLPHIN CT	\$1,331.01
LAMPSON INTERNATIONAL LLC	S014964	51126	199987	RENTAL FOR TRANSFORMER RELOCAT	\$812.25
NORTHWEST PUBLIC POWER ASSOCIATION	P052429	103050	200109	LEIP REGISTRATION NWPPA E&O CO	\$615.00
	P052429	103051		ROBIE REGISTRATION E&O CONF. I	\$615.00
	P052429	103057		ROBIE REGISTRAITION SLING CLAS	\$150.00
PARADISE BOTTLED WATER CO		2/13-POWEROPS	199905	BOTTLED WATER-FEBRUARY 2013	\$40.03
PRO BUILD COMPANY LLC		71431398	200005	4-4X4 TREATED	\$44.96
SAGEBRUSH CONCRETE SAWING & DRILLING INC		T013-143-003	199914	SLAB SAW	\$162.45
SHARI'S MANAGEMENT CORP		13302141344275	200127	OT MEALS FOR 2/14/13	\$33.26
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$75.39
POWER OPERATIONS TOTAL****					\$21,561.64
Division:	504	SYSTEMS DIVISION			
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$247.46
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$1,360.01
		13-135 FAIRCLOTH	200175	RELAY SCHL/PULLMAN/FAIRCLOTH	\$861.80
		13-136 SCOTT		RELAY SCHL/PULLMAN/SCOTT	\$1,007.57
D HITTLE & ASSOCIATES INC	P050125	9396	199866	RICHLAND SWITCH AND FIRST STRE	\$14.79
	P050125			RICHLAND SWITCH AND FIRST STRE	\$28.71
DEPARTMENT OF ENTERPRISE SERVICES	P052185	1181738	200067	AUTOCAD MAP 3D 2013 SUBSCRIPTI	\$630.05
ELR CONSULTING INC	P052470	2202	200069	2013 SOFTWARE INTEGRATION SUPP	\$4,255.03
FAIRCLOTH, JARED		13-135-FAIRCLOTH	200182	RELAY SCHL/PULLMAN/FAIRCLOTH	\$2.00
FRONTIER	S014987	5093757422	199873	TELEPHONE CHARGE 3/4/13-4/3/13	\$106.11
GENERAL PACIFIC INC	P052341	1201161	199874	Meter TOU Upgrade Key, Itron	\$7,797.60
	S014950	1201247		NULL MODEM CABLE, SERIAL CABLE	\$21.66
	P052341	1201582		Meter extension cable, 15' and	\$1,830.96
NORTHWEST PUBLIC POWER ASSOCIATION	P052430	103049	200109	WHITNEY REGISTRATION NWPPA E&O	\$615.00
OXARC INC		2079WPS	200111	CYLINDER-NITROGEN	\$78.07
		R185461		RENTAL- MULTI GAS CYLINDER	\$146.98
PLATT ELECTRIC SUPPLY INC		3522389	200117	15 A COMBO SW/PILOT LT	\$20.88
		3529349		CLAMP/SWITCH	\$206.85
SCOTT, ALLEN		13-136-SCOTT	200203	RELAY SCHL/PULLMAN/SCOTT	\$68.11
STONEWAY ELECTRIC SUPPLY		S100440716.001	200131	MINITURE CIRCUIT	\$54.29
		S100447181.001		GALVINIZED PIPE	\$95.85
		S100455124.001		SMALL PARTS, NUTS, BUSHINGS	\$19.20
		S100455621.001		CONDUIT STRAP	\$9.22
		S100455621.002		CLAMPBACK	\$27.25
		S100455621.003		CIRCUIT BREAKER	\$55.51
		S100459105.001		RETURN CIRCUIT BREAKER	(\$36.25)



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STONEWAY ELECTRIC SUPPLY		S100459105.002	200131	MINI CIRCUIT BREAKER	\$115.94
		S100459434.001		B LINES-FOUR HOLE CORNER ANGL	\$155.93
		S100459483.001		RETURN CIRCUIT BREAKER	(\$9.06)
		S100466991.001		SPLICE PLATE, CRNR ANGL, STIPR	\$60.73
TACOMA SCREW PRODUCTS INC		22072726	199918	HOLE SAW 11/16"	\$7.64
UTILITIES UNDERGROUND LOCATION CENTER	P052199	3020183	200144	UTILITIES LOCATE SERVICE FOR	\$160.65
WASTE MANAGEMENT		0086793-1819-9	200154	POL SERVICE - 1032 1ST ST	\$96.64
		0086795-1819-4		POL SERVICE-312 GULF CT	\$92.04
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$72.35
SYSTEMS DIVISION TOTAL ****					\$20,277.57
Division:	505	ENERGY POLICY MGMT			
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$57.92
DELTA HEATING & COOLING INC		20965	200179	1026 OXFORD-REBATE-HP	\$500.00
		20993	199867	319 DOUGLASS-REBATE-HP	\$500.00
	P052235	20994		ADJUST TAX	(\$0.01)
	P052235			CONSERVATION LOAN: B. CHRISTEN	\$5,593.70
	P052311	21015		EE LOAN: SHAD DUDLEY 2143 GEOR	\$7,023.26
		21024		1428/1430 KIMBALL-REBATE-HP	\$2,000.00
		21027A		524 SMITH-REBATE-DHP	\$1,500.00
	P052278	21032		EE LOAN: RON HANNAN 1805 MCCLE	\$6,173.10
	P052354	21034		EE LOAN: MARY MCDONALD 117 THA	\$6,676.70
		21039		614 MURIEL-REBATE-HP	\$500.00
EFFICIENCY SOLUTIONS LLC		2-13	200180	02/13 CONSERV INSPECTIONS	\$2,380.00
ENERGY INCENTIVES INC	P052390	CORD001	199869	RESIDENTIAL INSPECTIONS FOR EN	\$947.50
GLASS NOOK INC		56699	200077	1918 MCMURRAY-REBATE-WINDOWS	\$348.00
		56901	199875	1211 CEDAR-REBATE-WINDOWS	\$721.92
IWI INC		55314	199880	230 HILLVIEW-REBATE-INSULATION	\$239.46
JT AUTOMOTIVE PARTS INC DBA		279709	199882	RETAINER - 703 REMODEL	\$10.72
M CAMPBELL & COMPANY INC		578800	199893	1416 SUNSET-REBATE-HP	\$500.00
		580252		1009 COUNTRY CT-REBATE-HP/PTCS	\$900.00
PERFECTION GLASS	P052309	9936402114	199907	EE LOAN: DIANE WICKS, 902 ADAM	\$2,764.90
		9936402188		235 PINETREE-REBATE-WINDOWS	\$180.00
		9936402190		243 GREENVIEW-REBATE-WINDOWS	\$1,152.00
STONEWAY ELECTRIC SUPPLY		S100441871.001	200131	CONNECTOR/COUPLING 703 REMDL	\$38.82
TALON SYSTEMS INC DBA		151	199919	34 NUCLEAR-REBATE-PTCS	\$400.00
		152		26 PROTON-REBATE-PTCS	\$400.00
		153		1609 LANTANA-REBATE-PTCS	\$400.00
		154		59 PROTON-REBATE-PTCS	\$400.00
		155		53 GALAXY-REBATE-PTCS	\$400.00
		156		44 MERCURY-REBATE-PTCS	\$400.00
		157		2021 MAHAN #M2-REBATE-PTCS	\$400.00



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XEROX CORPORATION	P052148	066837015	200163	W5655 EQPT RENTAL/COPIES DIV.	\$112.30
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$36.07
ENERGY POLICY MGMT TOTAL ****					\$43,656.36
Division:	506	TECHNICAL SERVICES			
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$152.76
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$1,070.01
STONeway ELECTRIC SUPPLY		S100442373.001	200131	PANDUIT LOCKOUTS	\$76.67
		S100452036.001		POWER BITS	\$11.54
TRI CITIES BATTERY & AUTO REPAIR		0086246	199927	12 VOLT BATTERY-RHLD SWITCH	\$688.53
TECHNICAL SERVICES TOTAL ****					\$1,999.51
ELECTRIC UTILITY FUND Total ***					\$115,062.24
FUND	402	WATER UTILITY FUND			
Division:	000				
HD FOWLER COMPANY INC	P052403	I3319161	200084	TYLER BOX 27" BOTTOM, 6500	\$664.75
	P052403			ADJUST TAX	(\$0.02)
	P052403			TYLER BOX LID, 6500 SERIES,	\$9.01
	P052403			FREIGHT	\$27.08
	P052403			TYLER BOX 16" EXTENSION, 6500	\$94.55
	P052403			VALVE BOX BOTTOM, 30" SLIP	\$353.17
	P052403			TYLER BOX 18" TOP SECTION WITH	\$221.15
TOTAL ****					\$1,369.69
Division:	410	WATER CAPITAL PROJECTS			
ALLSTAR CONSTRUCTION GROUP INC	P052087	C149-12/PYMT 3	200168	HORN RAPIDS IRRIGATION ELECTRI	\$143,195.95
IMT INC		4359	200087	MEADOW HILLS TANK-M13011	\$749.90
ROTSCHY INC	P052013	C139-12/PYMT 2	200202	LOGSTON UTILITY CORRIDOR -#139	\$294,074.97
T BAILEY INC	P052089	C148-12/PYMT 3	199917	MEADOW HILLS WATER TANK - 148-	\$237,460.73
WATER CAPITAL PROJECTS TOTAL ****					\$675,481.55
Division:	411	WATER ADMINISTRATION			
N HARRIS COMPUTER CORPORATION	P052464	XT00076979	200105	CIS- UTILITY BILLING WATER RAT	\$7,000.00
WATER ADMINISTRATION TOTAL ****					\$7,000.00
Division:	412	WATER OPERATIONS			
ARAMARK UNIFORM SERVICES INC	S014988	2/13-934962000	200034	LINEN CHARGE FOR FEBRUARY 2013	\$38.07
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$73.30
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$27,117.23
FINCH, JOHN		13-024 FINCH	199976	CROSS CON CNTRL/SPOKANE/FINCH	\$140.43
GRAINGER	S014982	9072159602	199876	THERMOSTAT ITEM #2YU95	(\$128.14)
	S014982	9072499263		THERMONSTAT ITEM #2YU33	\$34.40
	S014982	9073791205		DISCONNECT SWITCH ITEM #2YU93	\$197.30
HACH COMPANY	S014960	8170862	199877	RED LABEL SHIPPING FOR LAMPS O	\$162.40



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HACH COMPANY	S014960	8170862	199877	REPLACEMENT LAMP FOR	\$242.59
	S014960	8170863		DEMINERALIZER BOTTLE, 177 mL	\$40.48
	S014960			POCKET COLORIMETER II, CHLORIN	\$877.23
	S014960			STANDARD SHIPPING ON ITEMS #1	\$51.93
		8173581		CL17 MAINT KIT	\$580.43
RICHLAND ACE HARDWARE		34901	199913	LOCK LUBE	\$7.56
		34902		RETURN LOCK LUBE	(\$7.56)
STONEWAY ELECTRIC SUPPLY		S100443398.001	200131	CIRCUIT BREAKER-WTP FLUME	\$95.98
UV DOCTOR LAMPS LLC	S014882	6441	200207	AMALGAM LAMP, WEDECO K SERIES	\$13,429.20
	S014882			FREIGHT	\$150.00
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$37.73
WATER OPERATIONS TOTAL ****					\$43,140.56
Division:	413	WATER MAINTENANCE			
ANOVAWORKS		12296	200033	DS-NIDA/DOT/PRE-EMPLOY PHYSICL	\$79.00
		12720		PFT/RES QUES/FIT/MINI FITNESS	\$79.00
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$27.27
				ACCT #287243288881 MASTER BILL	\$189.93
BEAVER BARK & ROCK		539164	200035	CONCRETE	\$184.09
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$2.37
				CITY UTILITY BILLS/FEB 2013	\$57.84
				CITY UTILITY BILLS/FEB 2013	\$26.96
				CITY UTILITY BILLS/FEB 2013	\$194.47
				CITY UTILITY BILLS/FEB 2013	\$751.90
				CITY UTILITY BILLS/FEB 2013	\$8.56
FASTENAL COMPANY		WARIC37798	200072	EYE BOLT	\$10.86
		WARIC37877		DRILL BIT	\$51.91
GRAINGER	S014982	9072159578	199876	PORTABLE WET/DRY VACUUM ITEM #	\$109.97
	S014982	9079826963		O-RING ITEM #1RFA1	\$26.28
HD FOWLER COMPANY INC		I3314369	199980	12" MJ PLUG-BADGER SOUTH	\$111.41
	S014959	I3316209		16" SERVICE SADDLE, PAINTED W/	\$160.46
		I3316720		16" GASKET-TAP 1	\$20.91
JT AUTOMOTIVE PARTS INC DBA		280092	199882	SPARK PLUG	\$6.82
MASTERS, CHARLES M		030613	200102	REIMBURSE TRAVEL-PLANT OPERATO	\$651.07
NORCO INC		11108733	200108	CYLINDER RENTAL - FEB	\$20.14
OXARC INC		R185458	200111	CYLINDER RENTAL FEB	\$37.26
PUMPTECH INC	S014975	0065152/0065198	200121	KIT, ANGULAR CONTRACT BEARING,	\$187.25
	S014975			KIT, SHAFT SEAL H QQEGG KB012S	\$188.01
	S014975			ADJUST FOR TAX	\$0.01
	S014975			FREIGHT	\$25.58
	S014975			KIT, GASKET EPDM CR/I/N 1s/1/3	\$28.50
	S014975			KIT, CHAMBER STACK CR/CRI 5-24	\$1,017.37



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RICHLAND ACE HARDWARE		205477	199913	NIPPLES, ELBOWS, PIPE FOAM	\$47.37
TACOMA SCREW PRODUCTS INC		22072504	199918	NUTS & BOLTS	\$71.94
		22072648		THREADED ROD	\$11.10
		22072725		NUTS & BOLTS	\$154.57
UTILITIES UNDERGROUND LOCATION CENTER	P052199	3020183	200144	UTILITIES LOCATE SERVICE FOR	\$26.77
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$12.20
WATER MAINTENANCE TOTAL ****					\$4,579.15
WATER UTILITY FUND Total ***					\$731,570.95
FUND 403	WASTEWATER UTILITY FUND				
Division:	421	SEWER CAPITAL PROJECTS			
JT AUTOMOTIVE PARTS INC DBA		279602	199882	TAPE/PAINT FOR GRIT CLASS	\$10.81
MOTION INDUSTRIES INC		WA05-312480	200001	OIL SEALS/ASSEMBLIES	\$520.57
PASCO MACHINE COMPANY INC		65655	199906	1/8" BUSHING-GRIT CLASS	\$8.64
PUMPTECH INC	P052182	0064675-IN	200121	TWAS PUMP REPLACEMENT- LOBEPRO	\$10,965.38
RICHLAND ACE HARDWARE		35001	199913	HALOGEN WORK LIGHT	\$19.48
ROTSCHY INC	P052013	C139-12/PYMT 2	200202	LOGSTON UTILITY CORRIDOR -#139	\$616,812.03
TACOMA SCREW PRODUCTS INC		22072771	199918	SILICONE	\$23.08
		22073117	200204	CAP SCREWS	\$20.63
SEWER CAPITAL PROJECTS TOTAL ****					\$628,380.62
Division:	422	SEWER OPERATIONS			
ABM JANITORIAL NORTHWEST		4857942	199942	JANITORIAL SERVICES-FEB 2013	\$263.51
AMERIGAS PROPANE LP		3015534979	200032	96.7 GALLONS PROPANE	\$298.21
ANOVAWORKS		12720	200033	PFT/RES QUES/FIT/MINI FITNESS	\$166.00
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$76.68
BAY VALVE SERVICE INC	P052170	51131	199850	BLOWER VALVE REPAIR PARTS- CLU	\$393.13
	P052170			SHIPPING	\$9.06
	P052170			SOC HD CAP SCREW QX, PC # 9-10	\$3.25
	P052170			SPACER, DECLUTCH SPRING, PC #9	\$3.25
	P052170			SOC HD CAP SCREW QX, PC # 9-14	\$3.25
	P052170			EXTENSION SPRING, QX-ALL, PC #	\$4.33
BENTON FRANKLIN HEALTH DISTRICT	P052483	2013 LANDFILL	200039	2013 OPERATING PERMIT FOR STRE	\$412.50
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$18,282.12
FASTENERS INC		S3555576.001	200073	SCREW, WASHER, NUTS	\$65.87
FISHER SCIENTIFIC COMPANY, LLC	P052411	6855703	200183	PETRI-PAD DISH WITH PAD, DIA.	\$204.58
	P052411			SHIPPING	\$5.96
	P052411			STERILE MEMBRANE FILTERS, PORE	\$227.70
G-A-P SUPPLY CORP DBA		20236686-00	200075	BEARING ASSEMBLY GASKET	\$6.88
GRAINGER	S014982	907482163	199876	RELAY, ICE CUBE ITEM #1EHK6	\$21.09
KUBWATER RESOURCES INC	P052351	03280	200095	LIQUID POLYMER BASF, ZETAG 881	\$3,533.66



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MOTION INDUSTRIES INC		WA05-312481	200001	ROLLER CHAIN/SPRING CLIP/BELT	\$238.98
OXARC INC		2504WPS	200111	HYDRO TEST-WK-596499	\$34.75
PARADISE BOTTLED WATER CO		2/13-WASTEWATER	199905	BOTTLED WATER - FEBRUARY 2013	\$215.90
RICHLAND ACE HARDWARE		34965	199913	SHOP TOWELS, PRO PAK BOX COMPO	\$63.29
STONEWAY ELECTRIC SUPPLY		S100449824.001	200131	GENERATOR SWITCH	\$32.45
TACOMA SCREW PRODUCTS INC		22072760	199918	PROPANE CYL/LENS CLNR/TORCH	\$31.31
TMG SERVICES INC	P052284	0034449-IN	200136	DETECTOR RECEIVER FOR ACCUTEC	\$738.40
	P052284			FREIGHT	\$16.25
UNITED PARCEL SERVICE	S014977	2/130000986641083	199929	GROUND PKG W/INSURANCE TO	\$25.77
	S014997	3/130000986641093	200141	2 GROUND PKGS TO COLUMBIA	\$44.69
WA STATE DEPARTMENT OF ECOLOGY		2013-BA0020419A	199932	BIOSOLIDS PERMIT 2 1/2 FY13	\$4,754.31
WASTE MANAGEMENT		0086794-1819-7	199935	POL SERVICE-COMPOST PAD	\$96.64
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$61.43
SEWER OPERATIONS TOTAL ****					\$30,335.20
Division:	423	SEWER MAINTENANCE			
ABM JANITORIAL NORTHWEST		4857942	199942	JANITORIAL SERVICES-FEB 2013	\$263.51
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$136.07
CH2O INC		210385	200047	BOILER TESTING - FEB 2013	\$57.72
FASTENERS INC		S3551415.001	200073	DRILL BIT, UTILITY CLOTH	\$99.11
HERTZ EQUIPMENT RENTAL CORP		26717551-001	199981	CRANE TRUCK RENTAL	\$454.37
JT AUTOMOTIVE PARTS INC DBA		280115	199882	OIL SUPPLEMENT FOR 2282	\$11.90
THE DRAIN SURGEON		1526 JOHNSTON	200135	1526 JOHNSTON-SNAKE MAIN	\$251.80
UTILITIES UNDERGROUND LOCATION CENTER	P052199	3020183	200144	UTILITIES LOCATE SERVICE FOR	\$26.78
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$1.33
SEWER MAINTENANCE TOTAL ****					\$1,302.59
WASTEWATER UTILITY FUND Total ***					\$660,018.41
FUND	404	SOLID WASTE UTILITY FUND			
Division:	431	SOLID WASTE ADMINISTRATION			
BENTON COUNTY TREASURER		12-04-RICHLAND	200038	4TH QTR 2012 INTERLOCAL SHARE	\$6,653.52
SOLID WASTE ADMINISTRATION TOTAL ****					\$6,653.52
Division:	432	SOLID WASTE COLLECTION			
ANOVAWORKS		12913	200033	DOT PHYSICAL/RESP FIT TEST	\$79.00
		12961		DOT PHYS/RESP FIT/HEP A/B COMB	\$79.00
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$120.02
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$173.52
		13-092 CHIDESTER	199956	ROUTEWARE/PORTLAND/CHIDESTER	\$144.00
		13-094 BLASDEL		ROUTEWARE/PORTLAND/BLASDEL	\$144.00
CLAYTON WARD COMPANY		6275002	200055	CURBSIDE RECYCLING FEES-FEB 13	\$578.77
	P052312	6289005	199859	DROP-BOX RECYCLING SERVICE AT	\$7,000.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PIKE PRODUCTS	S014904	286215	200115	FRONTLOAD DUMPSTER DELIVERY UN	\$4,995.00
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$13.72
SOLID WASTE COLLECTION TOTAL ****					\$13,327.03
Division:	433	SOLID WASTE DISPOSAL			
ABM JANITORIAL NORTHWEST		4857942	199942	JANITORIAL SERVICES-FEB 2013	\$639.43
ANOVAWORKS		12813	200033	HEP A/B COMBO	\$145.00
		12961		DOT PHYS/RESP FIT/HEP A/B COMB	\$290.00
ARAMARK UNIFORM SERVICES INC	S014988	2/13-934962000	200034	LINEN CHARGE FOR FEBRUARY 2013	\$82.96
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$27.06
BENTON FRANKLIN HEALTH DISTRICT		2013 SW OP PERMIT	200039	2013 LANDFILL OPERATING PERMIT	\$2,750.00
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$2,612.59
		031513PC	200053	WF SHORTAGE-J JANOSKY	\$5.00
FOLLETT, LYNNE		022813LF	199977	MILEAGE/FEBRUARY/FOLLETT	\$28.82
GRAINGER	S014982	9077418862	199876	AIR IMPACT WRENCH ITEM #2YRH5	\$527.68
	S014982	9078376705		AIR IMPACT WRENCH ITEM #2YRH5	(\$527.68)
	S014982	9078576387		AIR IMPACT WRENCH ITEM #13E913	\$660.78
MITCHELL, FRANK		FEBRUARY 2013	199999	MILEAGE/FEBRUARY/MITCHELL	\$59.33
MOON SECURITY SERVICES INC		638069	199901	BASIC FIRE MONITORING MARCH 13	\$33.00
PARADISE BOTTLED WATER CO		2/13-LANDFILL	199905	BOTTLED WATER-FEB	\$83.76
RICHLAND ACE HARDWARE		35041	199913	REPAIR PARTS, THREAD TAPE	\$17.62
SOLID WASTE ASN OF NORTH AMERICA		2014-59134	199915	SWANA MEMBERSHIP - DOWNEY	\$189.00
		2014-94912		SWANA MEMBERSHIP - NOLTE	\$189.00
STONEWAY ELECTRIC SUPPLY		S100453077.001	200131	OUTLET	\$26.37
		S100453303.001		FLEX CONNECTOR, WIRE, STEEL	\$33.80
TRAFFIC SAFETY SUPPLY CO INC	S014903	966176	199926	12" X 18" .080 ALUMINUM SIGN	\$533.92
WASTE MANAGEMENT		0086792-1819-1	200154	POL SERVICES - LANDFILL	\$106.50
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$26.38
SOLID WASTE DISPOSAL TOTAL ****					\$8,540.32
SOLID WASTE UTILITY FUND Total ***					\$28,520.87
FUND	405	STORMWATER UTILITY FUND			
Division:	441	STORMWATER			
ABM JANITORIAL NORTHWEST		4857942	199942	JANITORIAL SERVICES-FEB 2013	\$263.51
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$10.00
BENTON FRANKLIN HEALTH DISTRICT	P052483	2013 LANDFILL	200039	2013 OPERATING PERMIT FOR STRE	\$412.50
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$119.39
TACOMA SCREW PRODUCTS INC		22072760	199918	PROPANE CYL/LENS CLNR/TORCH	\$98.05
		22072978	200204	PIPE FITTINGS, BALL VALVE	\$44.11
		22073140		SHEET METAL, OIL ABSORB PADS	\$58.62
		22073267		STEEL FENDER WASHERS	\$28.78



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
STORMWATER TOTAL ****					\$1,034.96
STORMWATER UTILITY FUND Total ***					\$1,034.96
FUND 407	MEDICAL SERVICES FUND				
Division:	121	AMBULANCE			
BLUE RUDDER		201193	199950	LDRSP SEMINAR-HEMPSTEAD	\$125.00
BOUND TREE MEDICAL LLC		80995770	200173	MEGAMOVER, NIBP CUFFS, SALINE	\$231.37
		80997010		ANTIMICROBIAL HAND WIPES	\$10.51
		80998259		EXAM GLOVES, IV SETS, SALINE	\$268.49
		80998260		EXAM GLOVES, BVM'S, ASPIRIN	\$538.73
		80999705		BVM'S	\$30.75
		81002547		ET TUBES	\$79.38
		81002548		IV SETS, ELECTRODES, GLOVES	\$419.32
		81003887		ET TUBES	\$13.23
		81011613		IV SETS, BLOOD TUBES, DEFIB PA	\$502.27
		81011614		DEFIB QUICK-COMBO, NEBULIZERS	\$210.07
		81011615		IV SETS, SALINE, GLUTOSE	\$133.76
		81012851		STRETCH BANDAGE	\$5.67
		81012852		IV CATHETER	\$51.90
		81012853		CATHETER	\$106.92
		81012854		DEFIB PADS, IV SETS, BVMS, TAP	\$1,142.56
		81014043		BLOOD TUBES	\$26.98
		81014044		IV CATHETER	\$51.90
		81014045		STRETCH BANDAGE	\$11.35
		81014046		SMART CAPNOLINE, DEFIB PADS	\$719.16
		81014047		GERMICIDAL WIPES	\$22.72
		81018096		GLUCOSE, IV SETS, EXAM GLOVES	\$324.75
		81022092		EXAM GLOVES, BVMS SPLINT	\$154.65
CASCADE FIRE EQUIPMENT CORP DBA	P052220	107903	199954	HELMET SHIELDS, RED LETTERING	\$85.34
	P052220			HELMET SHIELDS, WHITE LETTERIN	\$172.20
	P052163	107905		3" WHITE, NON-REFLECTIVE LETTE	\$16.24
	P052163			TRUCK BRACKETS FOR ID PLATES	\$51.33
	P052163			5" WHITE, REFLECTIVE LETTERING	\$111.01
	P052163			TRUCK ID PLATES WITH LETTERING	\$267.07
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$598.93
COLUMBIA BASIN COLLEGE	P052478	23424	200059	ALS OTEP - ACLS/PALS, WINTER '	\$208.80
KADLEC REGIONAL MEDICAL CENTER		033113.06	200090	JAN/FEB PHARMACY CHARGES	\$2,426.55
POCKETINET COMMUNICATIONS INC		3947	200118	STATION INTERNET FEES APR 13	\$46.75
STERICYCLE INC		3002184842	200130	BIO WASTE MONTHLY FEE	\$10.36
VIDACARE CORPORATION	P052415	73420	200145	#9001, EZ-IO 25MM NEEDLE SETS	\$1,040.00
	P052415			#9079, EZ-IO 45MM NEEDLE SETS	\$575.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VIDACARE CORPORATION	P052415	73420	200145	FREIGHT	\$8.58
AMBULANCE TOTAL ****					\$10,799.60
MEDICAL SERVICES FUND Total ***					\$10,799.60
FUND 501	CENTRAL STORES FUND				
Division:	000				
AMSAN	P052345	283003929	199845	MOP, HEAD, FINISH MOP, 4-PLY	\$113.85
GRAINGER	P052434	9083135765	200185	CLEANER DEGREASER, CRC LECTRA	\$516.20
	P052434	9083135773		PAINT, SPRAY, PRIMER GRAY,	\$74.08
	P052434			HAND SANITIZER, DISPENSER	\$75.42
	P052434			BRUSH, CARWASH, 9" BLOCK,	\$13.45
	P052434			TOILET SEAT COVER, 1/2 FOLD	\$194.67
	P052434			WASTEBASKET POLY, RECT, 15",	\$46.79
	P052434			PAINT SCRAPER, RAZOR, SINGLE	\$4.85
	P052434			FUNNEL POLY, USE W/SAFETY CANS	\$41.59
	P052434			PLIERS, 10" TONGUE & GROOVE,	\$69.36
	P052434			PAINT, SPRAY, FLUORESCENT RED	\$66.47
	P052434			SCREWDRIVER, PHILLIPS, #3 X 6",	\$50.90
	P052434			PLIERS, COMBIN. SLIP JOINT 6",	\$47.05
	P052434			BROOM, FLOOR, 24" PUSH TYPE,	\$90.89
	P052434			SQUEEGEE WINDOW 12" SINGLE EDGE	\$38.37
	P052434			PROPANE TORCH, SELF IGNITING	\$479.49
	P052434			TAPE MEASURE, STEEL, 12 FT,	\$75.72
	P052434			PAINT, SPRAY, FLAT BLACK,	\$25.28
	P052434			BATTERY AA ALKALINE, 24PK	\$278.11
	P052434			GLOVES, SOL-VEX, SIZE 9-9.5,	\$38.73
	P052434			HAND SANITIZER, REFILL 1200ML	\$77.11
	P052434			CEMENT, PATCH ANCHOR, ROCKTITE	\$42.41
	P052434			BATTERY 9V ALKALINE, 12PK, 72/CS	\$79.08
	P052434			BATTERY AAA ALKALINE 24/PK,	\$138.54
	P052434			TOWELS, SCRUBS-IN-A-BUCKET	\$148.74
	P052434			PAINT, SPRAY, GLOSS RED,	\$54.06
	P052434			SOAP, CARTRIDGE, BODY/HAIR	\$178.95
	P052434			PAINT ROLLER COVER 9" 1/2" NAP	\$15.99
	P052434			HANDLE BROOM, TAPERED, 1 1/8"	\$15.14
	P052434	9083424920		ANTISEPTIC WIPE. UNITIZED BOX	\$2.53
	P052434			INSECTICIDE, CRAWLING INSECTS,	\$36.26
	P052434			INSECTICIDE, WASP & HORNET	\$482.15
	P052434			PROPANE CYLINDER, 14 OZ, 1"	\$17.24
	P052434	P052434		BUCKET PLASTIC, 10 QT MARKED,	\$44.73
HORIZON DISTRIBUTION INC	P052342	P052342	200086	FILE, FLAT MILL, BASTARD, 10"	\$6.41



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HORIZON DISTRIBUTION INC	P052342	P052342	200086	ADJUST FOR TAX	\$0.01
	P052342			BLEACH HOUSEHOLD, LIQUID, 1GAL	\$17.62
	P052342			HOSE NOZZLE, PISTOL GRIP,	\$4.61
	P052342			PAD, SCOURING 9IN X 6IN,	\$25.58
	P052342			SPONGE CELLULOSE 6-1/2 X 4-1/4	\$32.49
	P052342			DISPENSER, SPRAY, PISTOL GRIP	\$35.52
	P052342			PLIERS, LOCKING, 10", STRAIGHT	\$55.67
	P052342			CLEANER GLASS, WINDEX, 1 GAL	\$56.75
	P052342			WRENCH, ALLEN, HEX KEY SET,	\$71.48
	P052342			DEODORANT ROOM SPRAY, LYSOL	\$180.12
	P052342			KNIFE LINOLEUM, RED DEVIL 4606	\$4.19
NORCO INC	P052401	11135985	200108	BLOODBORNE PATHOGEN KIT, OSHA	\$484.10
URM STORES INC	P052448	C30655909	200143	DETERGENT HOUSEHOLD LIQUID 12	\$30.52
	P052448			CLEANER ANTI-BACTERIAL 409 LIQ	\$108.91
	P052448			CLEANER GLASS, WINDEX, 12 OZ	\$176.85
TOTAL ****					\$4,965.03
Division:	903	CENTRAL STORES			
CANON SOLUTIONS AMERICA INC		447459	200043	W6520 COLOR COPIER 2/13 PRTSHP	\$546.83
		447474		W9220 BLACK COPIER 2/13 PRTSHP	\$610.21
CENTRAL STORES TOTAL ****					\$1,157.04
CENTRAL STORES FUND Total ***					\$6,122.07
FUND	502	EQUIPMENT MAINTENANCE FUND			
Division:	214	EQUIPMENT MAINTENANCE			
A & E TOWING LLC		4590	200029	TOWING VEH 3312 WO 32058	\$442.41
ARAMARK UNIFORM SERVICES INC	S014988	2/13-934962000	200034	LINEN CHARGE FOR FEBRUARY 2013	\$76.95
BLUE RUDDER		201193	199950	LDRSP SEMINAR-WILLIS	\$250.00
CASADAY BEE-LINE SERVICE & TOWING LLC		17829	200045	ALIGNMENT VEH 3265 WO 32003	\$94.90
CASCADE FIRE EQUIPMENT CORP DBA		107935	200046	LED VEH 5038 WO 31608	\$371.73
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$3,558.50
		031513PC	200053	LIC FEE-BCA-VEH 4154	\$28.75
COMMERCIAL TIRE INC		175804	199862	TIRES VEH 7135 WO 3205	\$823.43
		175805		TIRES VEH 7135 WO 32062	\$1,455.31
		176068		TIRES VEH 3265 WO 32003	\$701.86
		176236		TIRES VEH 3285 WO 31542	\$1,007.31
		176237		TIRES VEH 3309 WO 32054	\$71.48
		176238		TIRES VEH 3280 WO 32053	\$71.48
		176239		TIRES VEH 3312 WO 32051	\$1,943.14
		176240		TIRES VEH 3251 WO 32050	\$71.48
		176241		TIRES VEH 7125 WO 32049	\$3,323.29



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CONNELL OIL INC		0060539-IN	199864	LUBRICATION PRODUCTS	\$800.63
		0060581-IN		LUBRICATION PRODUCTS	\$1,427.62
DELL COMPUTER CORPORATION	P052392	XJ3KM3MN3	200066	LAPTOP, FULLY CUSTOMIZABLE LAT	\$504.25
	P052392	XJ3MM7311		4 GB DELL CERTIFIED REPLACEMEN	\$58.46
FINAL TOUCH UPHOLSTERY		22811	200074	REUPHLSTR VEH 3239 WO 31759	\$460.28
		22812		CLOTH VEH 2314 WO 31833	\$514.43
GROVER DYKES AUTO GROUP INC DBA		325424	200080	ELEMENT VEH 3250 WO 31972	\$150.90
		325425		ELEMENT VEH 5032 WO 31996	\$130.24
		325471		ELEMENT VEH 3295 WO 31704	\$62.43
		325474		BRK VEH 3265 WO 32003	\$162.86
		325492		BRKS VEH 3295 WO 32006	\$162.86
		325536		COVE VEH 3250 WO 32013	\$419.34
		325575		ASSAY VEH 1010 WO 31824	\$51.54
		325583		COVER VEH 5040 WO 31935	\$233.36
		325955		PIN VEH 3250 WO 32013	\$17.92
		533254		SHIFTER VEH 5037 WO 32066	\$472.39
		CM324114		RTRN ELEMENT VEH 3295 WO31704	(\$82.92)
JT AUTOMOTIVE PARTS INC DBA		279951	199882	HANDLE VEH 1007 WO 31783	\$44.61
		279960		FILTERS VEH 2358 WO 31965	\$19.07
		279961		FILTERS VEH 3306 WO 31966	\$66.83
		279962		FILTERS VEH 3289 WO 31967	\$16.29
		279963		FILTERS VEH 3286 WO 31968	\$73.23
		279964		FILTERS VEH 2400 WO 31969	\$16.29
		279965		FILTERS VEH 3301 WO 31970	\$16.29
		279966		FILTERS VEH 2378 WO 31971	\$15.81
		279967		FILTERS VEH 2282 WO 31973	\$17.83
		279968		FILTERS VEH 2283 WO 31974	\$17.83
		279969		FILTERS VEH 2350 WO 31975	\$11.99
		279970		FILTERS VEH 2379 WO 31977	\$17.27
		279971		FILTERS VEH 3266 WO 31978	\$16.30
		279972		FILTERS VEH 2398 WO 31979	\$15.99
		279973		FILTERS VEH 2399 WO 31980	\$15.99
		279974		FILTERS VEH 1005 WO 31988	\$9.26
		279975		FILTERS VEH 1009 WO 31989	\$9.26
		279976		FILTERS VEH 1101 WO 31990	\$18.95
		279977		FILTERS VEH 1104 WO 31991	\$18.95
		279978		FILTERS VEH 1107 WO 31992	\$18.95
		279979		FILTERS VEH 1108 WO 31993	\$18.95
		279980		FILTERS VEH 2284 WO 31994	\$16.50
		279981		FILTERS VEH 2342 WO 31995	\$16.30
		279982		FILTERS VEH 3309 WO 31998	\$124.27



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		279983	199882	FILTERS VEH 3310 WO 32000	\$124.27
		279984		FILTERS VEH 3281 WO 31999	\$139.89
		280000		PERMATEX VEH 6545 WO 31985	\$54.46
		280021		BELTS VEH 1370 WO 31769	\$134.14
		280042		TENSIONER VEH 1370 WO 31769	\$17.10
		280048		RETURN TENSIONER ASSAY	(\$103.48)
		280080		FILTER VEH 6520 WO 31686	\$4.86
		280087		EXCHANGED FILTER	(\$0.93)
		280100		ADAPTER VEH 6000 WO 32063	\$12.61
		280120		RELAY VEH 7141 WO 32017	\$8.11
		280156		BRAKES VEH 1010 WO 32020	\$142.77
		280167		BRAKES VEH 2411 WO 32026	\$272.36
		280178		WHEEL BOLT VEH 3218 WO 31696	\$15.14
		280186		RELAY VEH 3253 WO 32021	\$14.36
		280232		BRACKET VEH 3276 WO 32033	\$8.64
		280236		SPARK PLUG VEH 6538 WO 32028	\$2.29
		280237		BATTERY VEH 6538 WO 32010	\$92.42
		280238		LAMP VEH 3284 WO 32023	\$13.68
		280240		RELAY VEH 6545 WO 32031	\$14.36
		280278		FILTERS VEH 7135	\$93.04
		280413		GASKETS VEH 2306 WO 32022	\$155.72
		280440		LAMP VEH 5038 WO 32043	\$38.99
		280455		LAMP VEH 2369 WO 32045	\$13.65
		280469		BRK CLNR VEH 7126 WO 31963	\$50.76
		280477		COPPER VEH 5041	\$49.23
		280598		WIPERS VEH 3309 WO 32057	\$24.89
		280599		WIPERS VEH 5033 WO 31765	\$30.28
		280600		BRAKES VEH 2411 WO 31775	\$184.43
		280609		ALTERNATOR VEH 2328 WO 32060	\$163.65
		280623	200088	DISC PD VEH 1106 WO 31770	\$85.55
		280628	199882	BELTS VEH 2328 WO 32060	\$35.49
		280632		SHOP SUPPLIES	\$74.53
		280647		SHOP SUPPLIES	\$155.30
		280890	200088	BRK SHOES VEH 2381 WO 32080	\$64.84
		280891		GASKET VEH 1368 WO 32082	\$7.90
		280922		BULBS VEH 2362 WO 32088	\$61.01
		280929		BRAKES VEH 1108 WO 31993	\$94.77
		280941		FILTER VEH 6416 WO 32044	\$5.95
		280945		FOAM SPRY VEH 6416 WO 32044	\$30.50
		280958		OIL SEAL VEH 6416 WO 32044	\$32.34
		280969		FUSE VEH 3316 WO 32094	\$6.43



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JT AUTOMOTIVE PARTS INC DBA		280973	200088	MIR HEAD VEH 2256 WO 32036	\$16.76
		281006		STARTER VEH 2316 WO 32093	\$203.45
		281017		RETURN OILSEAL & DEPOSIT	(\$69.31)
		281034		DISC PAD VEH 1104 WO 31991	\$182.86
		281036		DISC PAD VEH 1101 WO 31990	\$185.17
		281045		BRK CLNR VEH 3286 WO 32040	\$46.21
		281046		BRK CLNR VEH 6416 WO 32044	\$32.36
		281047		BRK CLNR VEH 5029 WO 32079	\$32.36
		281060		FILTER VEH 2341 WO 32078	\$8.65
		281062		CNNCTR VEH 4142 WO 32095	\$24.57
		281083		FILTERS VEH 3307 WO 32138	\$16.29
		281088		BATTERY VEH 6416 WO 32044	\$83.94
		281119		FILTER VEH 6534 WO 32115	\$29.12
		281141		SHOCK VEH 3307 WO 76694	\$107.07
		281145		RETURN CORE DEPOSIT	(\$7.81)
KAMAN INDUSTRIAL TECHNOLOGIES		M281457	199887	CHAIN VEH 6538 WO 32010	\$34.16
KISON, JEFF		13-124 KISON	200092	FLEET WKSP/VANCOUVER/KISON	\$41.00
MCCURLEY CHEVROLET		271727	200103	SHIFTER VEH 1107 WO 32091	\$323.32
		272464		BRK LGHTS VEH 2359 WO 32139	\$226.97
		825975		PUMP VEH 2306 WO 32022	\$192.81
		825977		BELTS VEH 3278 WO 32016	\$635.84
		825978		KIT VEH 3266 WO 32038	\$134.94
		826035		VALVE VEH 2306 WO 32022	\$10.03
		826522		PAD KIT VEH 1107 WO 31992	\$123.33
		826681		DRUM VEH 2381 WO 32080	\$221.80
		A162760		YOKE VEH 3291 WO 31827	\$123.80
		A162944		CUT AR PL VEH 7126 WO 31963	\$309.51
MONARCH MACHINE & TOOL CO INC		A162967	199900	4X2 VEH 4118 WO 32015	\$154.76
		B162676		VEH 3212 3213 WO 31903 31593	\$131.12
		B162783		YOKE VEH 3291 WO 31827	\$103.17
	S014926	11123816		UNIFORM LARGE, TYVEK, ZIP FRON	\$67.96
	S014926			DELIVERY CHARGE	\$8.12
NORCO INC	S014926		200108	UNIFORM X-LG, TYVEK, ZIP FRONT	\$67.96
		17350318655		SHOP TOOLS	\$90.38
		2870WPS		BRACKET VEH 5036 WO 31764	\$85.79
OXARC INC		R185460	200111	SHOP SUPPLIES/GASSES	\$89.82
		INVC060818		CONTROLLER VEH 6545 WO 31985	\$370.88
SPECIAL ASPHALT PRODUCTS INC		1207	200129	CLIPS VEH 2328 WO 32060	\$8.45
TACOMA SCREW PRODUCTS INC		22072796	199918	CAP SCREW VEH 3284 WO 32023	\$40.81
		22072858	200133	WSHR/SRW VEH 3213 WO 31593	\$27.48
		22072912	199918	SCREWS VEH 2328 WO 32060	\$1.46



City Of Richland

VL-1 Voucher Listing

From: 3/11/2013 To: 3/22/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TACOMA SCREW PRODUCTS INC		22072996	200133	BOOTS/RESPIRATOR/FILTER	\$75.80
		22073023		WSHR/SCRW VEH 7141 WO 31898	\$369.63
		22073183		NUTS VEH 7122 WO 31458	\$18.35
		22073344	200204	SCREW VEH 4118 WO 32015	\$19.95
		22073346		SOCKET VEH 7135 WO 30809	\$4.66
TRANSPORT EQUIPMENT CO INC DBA		140682	200137	COUPON	(\$2.17)
		140982		BULB VEH 3284 WO 32023	\$7.28
		140983		LIGHT VEH 3281 WO 32025	\$405.08
		140984		DRUM VEH 3308 WO 31899	\$636.40
		141038		SEAL VEH 3282 WO 32027	\$88.90
		141053		FILTER VEH 3284 WO 32023	\$71.50
		141111		KNOB VEH 3283 WO 31938	\$13.92
		141229		SWITCH VEH 3296 WO 32067	\$181.23
		141233		STRAP VEH 3240 WO 32141	\$84.17
		141351		GASKET VEH 3286 WO 32040	\$72.14
		212347		RETURN REG VEH 3315 WO 31547	(\$108.82)
WESTERN STATES EQUIPMENT COMPANY	P051950	MS1105000745	200022	GRAPPLE ATTACHMENT FOR CAT IT2	\$9,990.68
WESTERN SYSTEMS & FABRICATION INC		3422	200159	ACTUATOR VEH 3282 WO 31939	\$734.56
		3450		SWITCH VEH 6545 WO 32031	\$37.48
WILLIS, KEVIN		13-123 WILLIS	200160	FLEET WKSHP/VANCOUVER/WILLIS	\$41.00
WONDRACK DISTRIBUTING INC		0707180	199940	CARDLOCK FUEL 022213-022813	\$17,632.19
		0707283	200161	CARDLOCK FUEL 030113-030813	\$21,673.01
XEROX CORPORATION		066837025	200163	W5135PT COPIER LEASE FEB	\$115.23
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$42.89
EQUIPMENT MAINTENANCE TOTAL ****					\$79,620.34
EQUIPMENT MAINTENANCE FUND Total ***					\$79,620.34
FUND 503	EQUIPMENT REPLACEMENT FUND				
Division:	215	EQUIPMENT REPLACEMENT			
ZIONS BANK	S015002	2013/PYMT 3	200165	WEST-MARK FIRE TRUCK ANNUAL LE	\$44,285.98
EQUIPMENT REPLACEMENT TOTAL ****					\$44,285.98
EQUIPMENT REPLACEMENT FUND Total ***					\$44,285.98
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING			
ABADAN INC		ARIN039778	200030	ASBUILTS	\$5.09
		ARIN039779		ASBUILTS	\$53.34
		ARIN039825		ASBUILTS	\$5.52
		CNIN069102		XEROX 6605 MAIN 2/23-3/22/13	\$17.48
ALDRICH, NANCY		022813NA	199943	STRMWTR MTG/MOSES LAKE/ALDRICH	\$13.00



City Of Richland

VL-1 Voucher Listing

From: 3/11/2013 To: 3/22/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		2/13-287243288881	199848	ACCT #287243288881 MASTER BILL	\$536.18
BENTON COUNTY TREASURER		010046	200037	SURVEY/SHORT PLATS-JAN 2013	\$78.50
BLUE RUDDER		201193	199950	LDRSP SEMINAR-MARLOW	\$250.00
CITY OF RICHLAND		02/2013 FEB	199955	CITY UTILITY BILLS/FEB 2013	\$892.21
		031913	200052	PW RECORDING FEES	\$170.00
		13-038 SOWARDS	199956	LSAW/TULALIP/SOWARDS	\$183.00
		13-039 LOPEZ		LSAW/TULALIP/LOPEZ	\$183.00
		13-090 WILLIAMSON		NASTT/SACRAMENTO/WILLIAMSON	\$596.55
		13-091 MARLOW		NASTT/SACRAMENTO/MARLOW	\$280.00
DEPARTMENT OF ENTERPRISE SERVICES	P052185	1181738	200067	AUTOCAD MAP 3D 2013 SUBSCRIPTI	\$1,890.17
	P052185			AUTOCAD CIVIL 3D 2013 SUBSCRIP	\$6,803.64
	P052185			AUTOCAD RASTER DESIGN 2013	\$253.97
IMT INC		4354	200087	WESTCLIFFE PH 10 & 11-M12401	\$1,559.12
		4378		LEXINGTON HEIGHTS-M13038	\$695.78
LOPEZ, BRANDIN		13-039-LOPEZ	199990	LSAW/TULALIP/LOPEZ	\$460.80
MARLOW, JOHN (JAY)		13-158 MARLOW	200101	FLEET WKSHIP/VANCOUVER/MARLOW	\$41.00
MID COLUMBIA ENGINEERING INC	P052205	ST005496	199897	ALICIA LOVE, ENGINEERING ASSIS	\$862.29
	P052205	ST005509	200198	ALICIA LOVE, ENGINEERING ASSIS	\$1,029.60
PETERS, JEFF		13-089 PETERS	200114	FLEET WKSHIP/VANCOUVER/PETERS	\$49.47
ROGALSKY, PETER		13-148 ROGALSKY	200008	COL RVR GRP/OLYMPIA/ROGALSKY	\$152.60
SOWARDS, DARRELL		13-038-SOWARDS	200012	LSAW/TULALIP/SOWARDS	\$460.80
STONEWAY ELECTRIC SUPPLY		S100448470.001	200131	RSD TRAFFICE SAFETY IMPRV	\$51.46
TRI CITY HERALD	P052197	2/13-1388	200139	WEEKLY ROAD/DETOUR AD:	\$1,564.16
XEROX CORPORATION	P052198	066837018	200163	COPIER LEASE FOR 2 MACHINES IN	\$154.98
	P052198	066837019		COPIER LEASE FOR 2 MACHINES IN	\$178.83
XO HOLDINGS LLC DBA		0257269218	200024	TELEPHONE CHGS 2/23/13-3/22/13	\$119.53
ZUMAR INDUSTRIES INC	S014945	0160918	200166	24" X 12" X .080" ALUMINUM SIG	\$682.29
	S014945			24" X 12" X .080" ALUMINUM SIG	\$649.80

PW ADMIN & ENGINEERING TOTAL ****

\$20,924.16

PUBLIC WORKS ADMIN & ENGINEER Total ***

\$20,924.16

FUND 520

HEALTH CARE/BENEFITS PLAN

Division:

222

EMPLOYEE BENEFIT PROGRAM

CONOVER INSURANCE INC	846396	200063	2013 1ST INSTALL CONSULT SRVCS	\$7,500.00
LOWE DAN R PHD	021913	199991	FITNESS FOR DUTY CONSULT	\$175.00
	022013		FITNESS FOR DUTY CONSULT	\$175.00
REHN & ASSOCIATES INC	FEB2013	200123	FEB 2013 HRA ADMIN BILLING	\$283.50

EMPLOYEE BENEFIT PROGRAM TOTAL ****

\$8,133.50

HEALTH CARE/BENEFITS PLAN Total ***

\$8,133.50

FUND 611

FIREMAN'S PENSION



City Of Richland

VL-1 Voucher Listing

From: 3/11/2013 To: 3/22/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 216 FIRE PENSION					
COLLEY, MARIA DEL REFUGIO J		030213JT	199860	CNA FEES 84HRS 3/2-3/6/13	\$699.72
		031313	200058	CNA FEES 84HRS 3/10-13/13	\$699.72
ELIASON, CURTIS		022613CE	199970	REIMB TVL EXP/SEATTLE/ELIASON	\$470.86
		022713CE		TOLL COSTS/SEATTLE/ELIASON	\$8.82
ESTY, RAYMOND J		030813RE	199974	NC RX DOS 3/8/13	\$56.75
FAMILY FIRST DENTAL		012813RL	199871	DENTAL DOS 1/28/13	\$72.00
GOTTLIEB, ROBERT DDS		012913MB	200079	ACCT#200275MB 21708 DOS1/29/13	\$187.00
HALL-MULLEN, STEPHANIE		031513JT	200081	CNA FEES 24HRS 3/14-15/13	\$199.92
		101JT	199878	IN HOME CARE 36HRS 3/7-9/13	\$299.88
KENNEDY, LAURA A		031613JT	200091	CNA FEES 36HRS 3/13-16/13	\$299.88
		121JT		CNA 48HRS 3/6-10/13	\$399.84
LAGERGREN, KENNETH E DDS		013013GR	199986	ACCT #15003 DOS 1/30/13	\$150.00
LAHTI, ROGER P		022013RL	199889	NC RX DOS 2/20/13	\$127.99
MULROY, JAMES P		Q2-2013 MEDICARE	200002	MEDICARE PREMIUM 4/1-6/30/13	\$314.70
SULLIVAN, KYLE DMD		121112DS	200013	DENTAL DOS 12/11/12	\$596.50
WALGREENS PHARMACY		031513 FIRE	200147	NC RX DOS 12/7/12-1/25/13	\$1,017.40

FIRE PENSION TOTAL ****

\$5,600.98

FIREMAN'S PENSION Total ***

\$5,600.98

FUND 612 POLICEMEN'S PENSION FUND

Division: 217 POLICE PENSION

CASE, MIKE		021213MC	199857	NC RX DOS 2/12-22/13	\$64.27
COLUMBIA BASIN HEARING CTR LLC		031413WW	200060	MEDICAL/HEARING AID DOS3/13/13	\$3,490.00
COLUMBIA BASIN ORAL SURGEONS		012413RC	199861	ACCT #152949RC DOS 1/24/13	\$261.90
CYPRESS POINT VENTURES LLC		39823-2/13	199961	NC RX DOS 1/26-2/22/13	\$428.33
MALLEY'S PHARMACY		011713MC	199894	NC RX DOS 1/17/13	\$95.00
MORGAN, JEFFREY DMD		012913RW	200000	WI0029 DOS 1/29/13 DENTAL	\$935.80
SPARKS, DAVID W		030413DS	199916	NC RX DOS 3/4/13	\$45.90
		030413-DS		OTC MEDICINE DOS 3/4/13	\$33.56
WALGREENS PHARMACY		031513 POLICE	200147	NC RX DOS 12/6/12-3/8/13	\$1,971.03
WENDLAND, WALTER		FEBRUARY 2013WW	199937	MEDICAL DOS 2/1-27/13	\$960.00
WEST RICHLAND PHYSICAL THERAPY		110112WT	200157	ACCT #747617-1 DOS 11/1/12	\$63.42
YOUR PROBLEMS SOLVED INC DBA		251050	200026	CNA FEES 6 HRS 2/25-3/7/13	\$117.00

POLICE PENSION TOTAL ****

\$8,466.21

POLICEMEN'S PENSION FUND Total ***

\$8,466.21

FUND 641 SOUTHEAST COMMUNICATIONS CTR

Division: 600 SECOMM OPERATIONS GENERAL

AT&T LONG DISTANCE		2/13-030301072100	199847	FAX LINES 1/23-2/21/13	\$31.27
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City Of Richland

VL-1 Voucher Listing

From: 3/11/2013 To: 3/22/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COOK PAGING INC		8985633	200065	PAGER RENTAL FOR MARCH 2013	\$5.81
		8985650	199865	CIRCUIT CHARGES MARCH	\$56.87
FRONTIER		02/13-2530173649	199873	GENERAL 2/25-3/24/13	\$575.05
		02/13-5096282609		GENERAL 2/25-3/24/13	\$409.74
MOTOROLA	P052186	41178221	199902	RADIO SYSTEM REMOVAL,	\$26,001.75
RECALL SECURE DESTRUCTION SERVICES INC		4002998331	200122	SHREDDING SRVC 1/25-2/21/13	\$27.66
THE PERSONAL TOUCH CLEANING INC		35985	199922	JANITORIAL SERVICES FEBRUARY	\$873.00
WATER SOLUTIONS INC		6429	200156	WATER FILTRATION 3/7-4/6/13	\$33.57
XEROX CORPORATION		066837008	200163	COPY MACHINE LEASE FEB 2013	\$51.09
XO HOLDINGS LLC DBA		0257411578	200164	LONG DISTANCE 3/1-31/13	\$1,221.42
SECOMM OPERATIONS GENERAL TOTAL ****					\$29,287.23
Division:	601	E911 OPERATIONS			
NETCASTERS INC		42944	200106	TRAINCASTER TRAINING MGMT-MAR	\$220.00
E911 OPERATIONS TOTAL ****					\$220.00
Division:	602	SECOMM AGENCY			
APOLLO SHEET METAL INC	P052479	41440-111864	200169	REPAIR OF 5 LEAKS, INSTALLATIO	\$1,309.35
	P052479	41441-111863		REPLACEMENT OF WORN SHEAVES	\$890.23
SECOMM AGENCY TOTAL ****					\$2,199.58
SOUTHEAST COMMUNICATIONS CTR Total ***					\$31,706.81
FUND 642		800 MHZ PROJECT			
Division:	610	800 MHZ			
KLICKITAT COUNTY PUD		02/13-69552623	200093	GOLGOTHA UTILITS 1/31-2/28/13	\$173.00
MOTOROLA	P052365	78223904	199902	800MHZ MAINTENANCE CONTRACT -	\$18,742.45
WASHINGTON COMMUNICATIONS LLC DBA	P052481	326245	200150	FREIGHT FOR WARRANTY PART	\$10.83
800 MHZ TOTAL ****					\$18,926.28
800 MHZ PROJECT Total ***					\$18,926.28
FUND 643		EMERGENCY MANAGEMENT			
Division:	620	STATE / LOCAL ASSISTANCE			
APOLLO SHEET METAL INC	P052479	41440-111864	200169	REPAIR OF 5 LEAKS, INSTALLATIO	\$327.32
	P052479	41441-111863		REPLACEMENT OF WORN SHEAVES	\$222.54
THE PERSONAL TOUCH CLEANING INC		35985	199922	JANITORIAL SERVICES FEBRUARY	\$145.50
XEROX CORPORATION		066837008	200163	COPY MACHINE LEASE FEB 2013	\$59.59
XO HOLDINGS LLC DBA		0257411578	200164	LONG DISTANCE 3/1-31/13	\$305.36
STATE / LOCAL ASSISTANCE TOTAL ****					\$1,060.31
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
ABADAN INC		ARIN039556	200030	EFSEC PRINTING	\$133.86
APOLLO SHEET METAL INC	P052479	41440-111864	200169	REPAIR OF 5 LEAKS, INSTALLATIO	\$327.34



City Of Richland

VL-1 Voucher Listing

From: 3/11/2013 To: 3/22/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
APOLLO SHEET METAL INC	P052479	41441-111863	200169	REPLACEMENT OF WORN SHEAVES	\$222.56
PACIFIC OFFICE AUTOMATION		T97808	199904	EOC FAX MAINT 2/25-5/25/13	\$48.44
THE PERSONAL TOUCH CLEANING INC		35985	199922	JANITORIAL SERVICES FEBRUARY	\$145.50
XEROX CORPORATION		066837008	200163	COPY MACHINE LEASE FEB 2013	\$59.59
XO HOLDINGS LLC DBA		0257411578	200164	LONG DISTANCE 3/1-31/13	\$305.35
RADIOLOGICAL EMGCY PREPAREDNES TOTAL****					\$1,242.64
Division:	622	DOE EMERGENCY PREPAREDNESS			
APOLLO SHEET METAL INC	P052479	41440-111864	200169	REPAIR OF 5 LEAKS, INSTALLATIO	\$327.34
	P052479	41441-111863		REPLACEMENT OF WORN SHEAVES	\$222.56
AT&T LONG DISTANCE		2/13-030301072100	199847	FAX LINES 1/23-2/21/13	\$15.64
PACIFIC OFFICE AUTOMATION		T97808	199904	EOC FAX MAINT 2/25-5/25/13	\$48.43
THE PERSONAL TOUCH CLEANING INC		35985	199922	JANITORIAL SERVICES FEBRUARY	\$145.50
XO HOLDINGS LLC DBA		0257411578	200164	LONG DISTANCE 3/1-31/13	\$305.36
DOE EMERGENCY PREPAREDNESS TOTAL****					\$1,064.83
Division:	623	JURISIDICITION			
APOLLO SHEET METAL INC	P052479	41440-111864	200169	REPAIR OF 5 LEAKS, INSTALLATIO	\$327.34
	P052479	41441-111863		REPLACEMENT OF WORN SHEAVES	\$222.56
AT&T LONG DISTANCE		2/13-030301072100	199847	FAX LINES 1/23-2/21/13	\$15.63
COOK PAGING INC		8985633	200065	PAGER RENTAL FOR MARCH 2013	\$17.42
RECALL SECURE DESTRUCTION SERVICES INC		4002998331	200122	SHREDDING SRVC 1/25-2/21/13	\$27.66
THE PERSONAL TOUCH CLEANING INC		35985	199922	JANITORIAL SERVICES FEBRUARY	\$145.50
WATER SOLUTIONS INC		6429	200156	WATER FILTRATION 3/7-4/6/13	\$33.57
XO HOLDINGS LLC DBA		0257411578	200164	LONG DISTANCE 3/1-31/13	\$305.35
JURISIDICITION TOTAL****					\$1,095.03
EMERGENCY MANAGEMENT Total ***					\$4,462.81



City Of Richland

VL-1 Voucher Listing

From: 3/11/2013 To: 3/22/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$2,305,967.03

Number of Invoices

Amount

Vouchers In Richland	183	\$127,301.00
Vouchers In Tri Cities	130	\$136,848.69
Vouchers In WA	225	\$1,626,834.44
Vouchers Outside WA	518	\$414,982.90
Vouchers Final Total.....	1056	\$2,305,967.03

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$365.01	0.02%
2	BENEFITS	\$19,944.74	0.86%
3	SUPPLIES	\$178,113.91	7.72%
4	OTHER SERVICES & CHARGES	\$633,750.87	27.48%
6	CAPITAL PROJECTS	\$1,432,115.57	62.1%
	MACHINERY & EQUIPMENT	\$35,230.97	1.53%
	INVENTORY PURCHASES	\$6,445.96	0.28%
	Total	\$2,305,967.03	



Council Agenda Coversheet

Council Date: 04/02/2013

Category: Consent Calendar

Agenda Item: B1

Key Element: Key 6 - Community Amenities

Subject: MASTER PLAN FOR THE UNNAMED NEIGHBORHOOD PARK AT WESTCLIFFE BLVD AND GALA WAY

Department: Parks and Recreation

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the master plan for the unnamed Neighborhood Park on the southeast corner of Westcliffe Boulevard and Gala Way.

Summary:

In 2012, the City acquired 3.0 acres of property at the southeast corner of Westcliffe Boulevard and Gala Way as one component of a settlement agreement related to the construction of multifamily housing in the area. The agreement identifies performance milestones for the development of the property into a neighborhood park. The City's Capital Improvement Plan includes the necessary funding and time schedules to satisfy the agreement.

Staff recently hosted two neighborhood meetings (September 19, 2012 and February 13, 2013) and invited representatives from the three adjacent subdivisions, Applewood Estates, Brantingham Greens and Badger Mountain Village to participate in a master planning effort. Staff additionally consulted with the Richland School District, as they are planning the construction of an elementary school south of the park.

The City has recently begun implementing natural design features into our parks. The most recent example of this effort can be seen at the Goethals Nature Playground in Central Richland. The public has been highly supportive of these elements and natural design has an added benefit of reducing the City's turf maintenance responsibilities. The master plan for the unnamed park includes features such as berms, meadow grass, trees and a water element taking advantage of the groundwater table in the area, as well as standard turf grass on the south portion of the park for organized sports. A playground structure, gazebo, and walking path are also part of the plan.

On March 14, 2013, the Parks and Recreation Commission voted unanimously to recommend approval of the master plan.

This year's park development will include irrigation, turf/grass and trees. The playground structure will be installed next year.

Fiscal Impact?

☐ Yes ☒ No

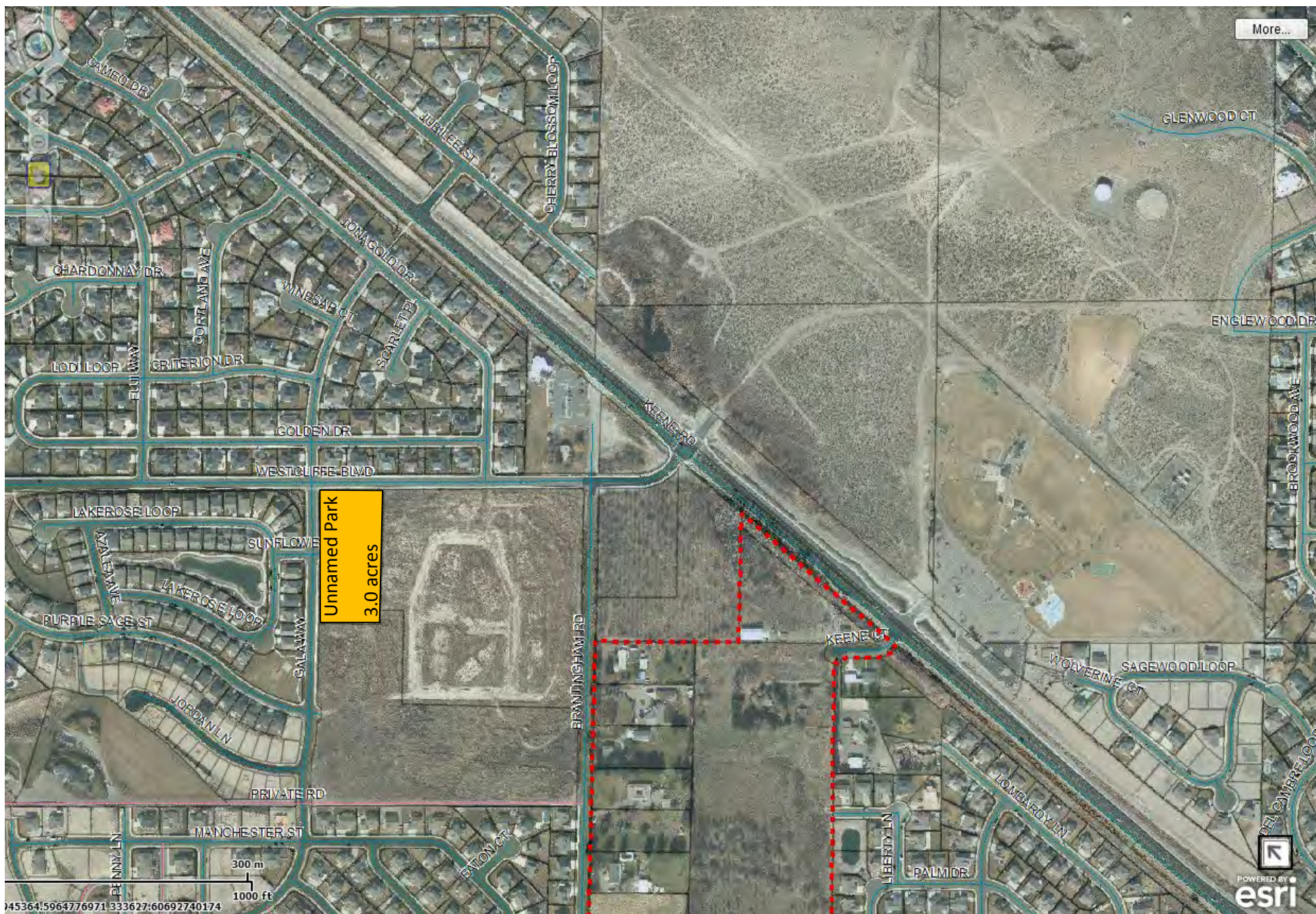
The Capital Improvement Plan already identifies \$70,000 this year and another \$75,000 next year from Park District 5 funds.

Attachments:

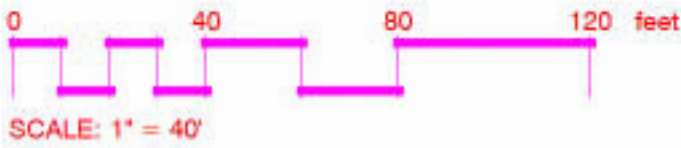
- 1) Vicinity map
- 2) Draft master plan

City Manager Approved:

Johnson, Cindy
Mar 28, 16:08:39 GMT-0700 2013



NEIGHBORHOOD PARK DRAFT MASTER PLAN





Council Agenda Coversheet

Council Date: 04/02/2013

Category: Consent Calendar

Agenda Item: B2

Key Element: Key 3 - Economic Vitality

Subject: PURCHASE AND SALE AGREEMENT WITH WASHINGTON SECURITIES FOR SWIFT BLVD. PROPERTY

Department: Community and Development Services

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign and execute a Purchase and Sale Agreement with Washington Securities and Investment Corporation for the purchase of a 21,000 square foot City owned property at the northwest corner of Swift and GWW, and make appropriate budget and Capital Improvement Plan (CIP) adjustments to utilize proceeds in CIP and public art projects.

Summary:

The City's Strategic Plan identifies redevelopment and urbanization of Richland's Central Business District (CBD) as a key goal. In 2010, City Council recognized the Swift Corridor as a prime opportunity for revitalization and hired a consulting team to make a recommendation on future development. The City's underutilized parking lot north of Swift Boulevard between Jadwin Avenue and GWW was identified by the study as an important "opportunity site". The consultants noted however that it would be difficult to develop the property without partnering with the adjacent owner to the north.

After completing the required review process, City Council declared this site to be surplus to City needs and authorized staff to negotiate a sale to the abutting property owner Greg Markel. Staff retained Chamberlin & Associates to determine the market value of the property. The appraisal determined that despite the prime location of the property the value is significantly reduced by limited access and the narrowness of the site. Chamberlin's report established a market value of \$5.00 per square foot or \$105,000 for the full site. Negotiations with the Mr. Markel have led to an agreed purchase price of \$5.50 /sq ft. plus a \$20,000 donation for public art.

The P&SA requires that the purchaser develop a minimum of 12,000 sq. ft. of buildings along the Swift frontage. Development on the site must fully conform to the City's CBD zoning. Ground floor spaces must be designed for retail, service uses or restaurant uses with office or residential uses allowed on upper levels. No drive-thru or auto oriented uses are permitted on the purchased property. The City will coordinate with the developer to implement streetscape consistent with plans for the balance of the Swift Corridor. The developer will work with the City's Art's commission to find an appropriate location on the site for an art installation of the City's selection. The City will retain a repurchase right if the conditions have not been met or vertical construction has not begun within 12 months of closing. This property will be combined with larger abutting property to the north and become a part of a larger redevelopment.

The proposed purchase and sale agreement was reviewed by the Economic Development Committee, who recommended approval at their March 25 meeting.

Fiscal Impact?

☒ Yes ☐ No

The purchaser will pay \$115,500 for the property, slightly above appraised value. Net proceeds after closing costs will be put in the City's Capital Project Fund for improvements along the Swift corridor. Some funding may be used to help the developer relocate above-ground city utility structures along the property frontage. An additional \$20,000 donated to the City's GF to be used for public art on this site. The property will be added to the tax rolls and the anticipated development of the site and abutting property will enhance tax revenues.

Attachments:

1) Purchase & Sale Agreement - Markel

City Manager Approved:

Johnson, Cindy
Mar 28, 16:07:22 GMT-0700 2013

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property (the "Agreement") is made and entered into this ____ day of _____, 2013 between the **CITY OF RICHLAND**, a Washington municipal corporation ("Seller"), and **WASHINGTON SECURITY & INVESTMENT CORPORATION**, ("Purchasers").

1. Purchase and Sale of Property. Seller agrees to sell and Purchasers agree to purchase, on the terms hereafter stated, all of the following described property (collectively, the "Property"):

1.1. The Property. The land involved in this transaction is located in the City of Richland, Benton County, Washington, and is legally described as follows:

(see Exhibit A)

In the event of an error in the legal description, the parties agree that either party or a scrivener may correct the error.

It is understood that the sale and conveyance to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights of record or which are open and obvious on the ground.

The Property described in Section 1.1. shall be conveyed to Purchasers by a Statutory Warranty Deed (the "Deed") subject to the Permitted Exceptions and at the time of payment. The Deed shall be delivered to Purchasers at Closing.

2. Purchase Price. Purchasers shall pay to Seller as the Purchase Price for the Property the sum of One Hundred Fifteen Thousand , Five Hundred Dollars and Zero Cents (\$115,500.00) computed on a price of Five Dollars and Fifty Cents (\$5.50) per square foot for Twenty-one thousand (21,000) square feet of usable property (the "Purchase Price"). Actual total price may vary depending upon total square footage based on final survey of site. The Purchase Price shall be paid by Purchasers to Seller in the form of all cash to be deposited in an escrow account with Cascade Title Company. The funds will be deposited in the following manner: Five Thousand Dollars (\$5,000.00) earnest money upon execution of this Agreement. These funds will be deposited in escrow account with Cascade Title Company.

The Purchaser shall be entitled to any interest accrued on the earnest money deposit.

3. Conditions Precedent to Sale. This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

3.1. Title Review. Within **ten (10) business days** after the date of execution of this Agreement by both parties ("Execution Date"), Seller, at its sole cost and expense, shall obtain from Cascade Title Company (the "Title Company") a preliminary title report on the Property, and copies of all documents referred to therein, and furnish same to Purchasers.

3.2 Due Diligence. Upon execution of this Agreement by both parties, Purchasers are granted a due diligence period until and including thirty **(30) business days** after receipt of the title report described in Section 3.1. The earnest money deposited under Section 2. shall be forfeited as liquidated damages should purchaser fail to notify seller of its intent to terminate this agreement upon expiration of the due diligence period. Said due diligence period may be extended an additional thirty (30) business days upon written mutual agreement by both Purchasers and Seller. Purchasers may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues. If the results of said review are unsatisfactory in Purchasers' opinion, Purchasers may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchasers under this Section 3.2., this Agreement shall terminate and be without any further force and effect, and without further obligation of either party to the other. During the Due Diligence period, **Purchaser will provide to Seller site plans and building elevations provided by a licensed architect for Sellers' review.** If upon review the Seller determines that the site plans will not meet the standards or restrictions required by the City of Richland, Seller may, at its option, elect to terminate this Agreement by giving Purchaser written notice of termination prior to the end of the due diligence period. Seller will promptly provide to Purchasers copies of all documentation and reports relating to the Property, including, for example, soils tests, environmental reports and similar reports.

3.3. Council Approval. The Closing of this transaction is contingent upon approval of this agreement by the City Council of the City of Richland.

4. Closing. On or before the date of Closing, as described below, Purchasers shall deliver to the Escrow Company, Cascade Title Company, the Purchase Price for the Property in the form of a certified or cashier's check less the earnest money previously paid and interest on the earnest money deposit. Seller shall deliver the Deed, as approved by Purchasers, to the Title Company for placing in escrow. Title Company shall be instructed that when it is in a position to issue a standard owner's policy of title insurance in the full amount of the Purchase Price, insuring fee simple title to the Property in Purchasers, Title Company shall record and deliver to Purchasers the Deed; and issue and deliver to Purchasers the standard owner's policy of title insurance.

4.1. Closing Costs. Each party shall pay its own attorney's fees. Seller shall pay one half of all, recording costs, escrow Closing costs, if applicable, and *the full* premium for a standard owner's policy of title insurance. Purchaser shall pay one half of all transfer taxes, recording costs and escrow closing costs.

4.2. Closing Date. The Closing of the transaction and delivery of all items shall occur at Cascade Title Company and shall have occurred on a date specified by Sellers by written notice to Purchasers.

5. Title. Upon Closing of escrow as set forth in Section 4., title to the Property shall be conveyed by Seller to Purchasers by a duly executed Statutory Warranty Deed. **Closing Agent shall record on the deed the Buyers agreement to develop within the restrictions described in the Exhibit B and this agreement.**

6. Covenants, Representations and Warranties.

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

6.1.1. From the date of this Agreement through the Closing Date, the Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property without the Purchasers' prior written consent.

6.1.2. During the Contract Period, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, easement or the like against the title to the Property without Purchasers' prior consent.

6.1.3. Seller shall use its best efforts to remove all disapproved exceptions.

6.1.4. During the Contract Period, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

6.1.5. Seller shall reasonably cooperate with Purchasers to obtain approvals and permits for the development of the Property.

6.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchasers, each of which shall be true on the date hereof and on the date of Closing.

6.2.1. Seller has full power and authority to enter into and carry out the terms and provisions of this Purchase Agreement and to execute and deliver all documents

which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents will have been taken.

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

6.2.3. As of the date hereof, to the best of Seller's knowledge, during the Contract Period:

6.2.3.1. Seller has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

6.2.3.2. Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or regulatory agency which would materially and adversely affect the Property.

6.2.3.3. Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

6.2.4. No special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report and Seller has not received written notice that any such assessments are threatened.

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

Seller shall immediately give Purchasers written notice of any event which would make any representation or warranty set forth in Section 6.2. incorrect or untrue.

6.3. Purchaser's Representations: Purchaser hereby makes the following representations to Seller, each of which shall be true on the date hereof and on the date of closing.

6.3.1. Purchaser represents that it has sufficient funds to close this transaction. If the purchaser is a corporation, the purchaser represents that it is a corporation in good standing, under the laws of its incorporation. If the purchaser is a limited liability company, the purchaser represents that it is a limited liability company in good standing, under the laws of its formation. In the event the purchaser states that it is a corporation or a limited liability company, and this statement is false, the person or person signing

on behalf of the company shall be personally liable under this contract.

6.3.2. Purchaser further represents that the property will be developed with retail, restaurant and/or service uses. Office and/or residential uses will also be allowed on second level. The site must be developed with a minimum of 12,000 square feet of building frontage on Swift Boulevard. No drive-through or auto oriented uses are permitted. Development must fully conform to all of the Central Business District (CBD) design guidelines. Deviation from this intended use must be authorized by the Seller in writing or be subject to the Reversionary Clause in Section 10.13. This agreement does not alleviate the Purchaser from obtaining the necessary approvals, authorizations or permits required for the development of property for said use.

6.4 Survival of Covenants. The Covenants, Representations, and Warranties contained in Section 6. of this Agreement shall survive the delivery and recording of the Deed from the Seller to the Purchasers.

7. Casualty and Condemnation.

7.1. Material Casualty or Condemnation. If prior to the Closing Date (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000.00) or more to repair or replace, or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchasers or Seller may, at its option, terminate this Agreement by written notice to the other party given within two (2) days after notice of such event. If prior to the Closing Date neither party provides said termination notice within such two (2)-day period, the Closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller and an assignment to Purchasers at Closing of all Seller's interest in and to any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

7.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 7.1., or a taking or condemnation has occurred, or is threatened, which is not described in Section 7.1., neither Purchasers nor Seller shall have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to (i) the cost to repair that portion of the Property so damaged by insured casualty, or (ii) an amount equal to the anticipated condemnation award, as applicable. At Closing, Purchasers shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

8. Purchasers' Remedies. In the event of material breach of this Agreement

Contract No: _____

by Seller, Purchasers shall have, as their sole remedies (a) the right to pursue specific performance of this Agreement, (b) the right to terminate this Agreement and (c) all remedies presently or hereafter available at law or in equity.

Purchasers hereby waive all other remedies on account of a breach hereof by Seller.

9. Liquidated Damages. IN THE EVENT OF MATERIAL DEFAULT BY PURCHASERS IN THE PERFORMANCE OF THEIR OBLIGATIONS HEREUNDER, SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT FORTHWITH AND WITHOUT FURTHER OBLIGATIONS TO PURCHASERS AND KEEP THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES. PURCHASERS AGREE THAT IT IS DIFFICULT TO ASSESS THE AMOUNT OF DAMAGES INCURRED BY THE SELLER, IN THE EVENT OF A DEFAULT BY THE PURCHASERS. AS OF THE ENTRY OF THIS CONTRACT, THE AMOUNT OF THE EARNEST MONEY DEPOSIT, IS A REASONABLE ESTIMATE OF THE DAMAGES.

10. Miscellaneous.

10.1. Finder's Fee. Purchasers and Seller each agree that a real estate finder's fee (collectively, "Real Estate Compensation") is not due to any third party or to each other. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this Section 10.1. shall survive the Closing.

10.2. Time of the Essence. Time is of the essence of every provision of this Agreement.

10.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or Express United States Mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

TO PURCHASERS:

Washington Securities & Investment Corporation
Attn: Gregory Markel
8911 West Grandridge Boulevard, Suite C
Kennewick, Washington 99336
Phone: (509) 735-2255

TO SELLER:
City of Richland
505 Swift Boulevard
Richland, WA 99352
ATTENTION: Bill King, Community Development
Phone: (509)942-7583
FAX: (509)942-5666

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

10.4. Assignments and Successors. Except as noted below, Purchasers may not assign this Agreement for any purpose without Seller's written consent which the Seller will not unreasonably withhold, condition or delay. Notwithstanding the foregoing, the Purchasers may, without prior consent from the Seller, assign their rights under this agreement, prior to the closing date, to a subsidiary or affiliated entity formed for the purpose of developing the property per the terms of this agreement. Purchaser is not relieved of any liability hereunder should this Agreement be assigned to a subsidiary or affiliated entity without prior approval from the Seller.

10.5. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

10.6. Exhibits. All exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

10.7. Binding Effect. Regardless of which party prepared or communicated this Purchase Agreement, this Purchase Agreement shall be of binding effect between Purchasers and Seller only upon its execution by an authorized representative of each such party.

10.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Purchase Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase Agreement or any amendment or exhibits hereto.

10.9. Counterparts. This Purchase Agreement may be executed in several counterparts each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

10.10. Further Assurances. Purchasers and Seller shall make, execute and

deliver such documents and undertake such other and further acts as may be reasonably necessary to carry out the intent of the parties hereto.

10.11. Merger. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchasers shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchasers and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the Closing.

10.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington.

10.13. Reversionary Clause and Option to Repurchase/Reclaim. This Property is being sold to Purchasers with the expectation they will develop retail, restaurant and/or service uses, with office uses allowed on second level on the property. If Purchasers fail to submit an application to Seller for approval of building plans within six (6) months of Closing, the Seller reserves the right to reclaim title to this Property. If Purchasers do not initiate vertical construction within twelve (12) months of Closing, Seller reserves the right to reclaim title to this Property. Vertical construction shall be defined for the purposes of this agreement to mean the city-accepted completion of footings and foundation walls for a building with a permit issued by the City for construction on this site. The Seller shall reclaim this Property by refunding the original Purchase Price of approximately One Hundred Fifteen Thousand, Five Hundred Dollars and Zero Cents (\$115,500.00) computed on a price of Five dollar and fifty cents (\$5.50) per square foot for Twenty-one Thousand (21,000) square feet, without interest. The Seller will not assume any liability for expenses incurred by Purchasers in conducting this transaction. Purchasers agree to reconvey title to the Seller within sixty (60) days of receipt of notification of Seller's decision to seek reconveyance of Property. This reversionary right is exclusive to the Seller and shall be exercised in at the sole discretion of the Seller. This reversionary right survives forty-eight (48) months after closing or until such time as building commences, whichever is earlier. The Seller shall be under no obligation to exercise this reversionary right. Purchasers agree that Seller must grant approval to any resale of the Property by Purchasers to any third party within the forty-eight month (48)-month reversionary period. This reversionary clause shall survive the delivery of the Deed.

10.14. Scrivener: The party drafting this agreement is the City of Richland. The purchasers are encouraged to review the contract with their own attorney, before signing this agreement.

IN WITNESS WHEREOF, the Purchasers have executed this Agreement on the date shown next to its signature and Seller has accepted on the date shown next to its signature.

Contract No: _____

CITY OF RICHLAND - SELLER

PURCHASER LLC. -PURCHASER

By: Cynthia D. Johnson
Its: City Manager

By: Name of Owner
Its: Owner

APPROVED AS TO FORM:

Thomas O. Lampson
City Attorney

By
Its:

Contract No: _____

Exhibit A – Legal Description

The South 330 feet of Lot 6, Block 618, PLAT OF RICHLAND, according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Less the North 260 feet.

Exhibit B – Development Requirements

1. Site must be developed with a minimum of 12,000 square feet of building fronting on Swift Boulevard.
2. No drive-thru or auto oriented uses are permitted on the purchased property.
3. Development must fully conform to all of the Central Business District (CBD) design guidelines.
4. Prior to submittal for any building permits, purchaser will provide conceptual development plans of structures to be built on the subject site to the City's Deputy City Manager for review. Within twelve working days of receipt of the conceptual development plans, the Deputy City Manager will issue a letter indicating that either;
 - i. The plans are consistent with all requirements of the P&SA, including design for retail, service or restaurant uses on the ground level and the Purchaser may proceed to apply for a building permits;
 - ii. Suggest changes which must be made to the design to achieve conformance with the requirements of the P&SA; or
 - iii. Specific additional information is needed to make a determination.

If additional information is required or changes are recommended, the Purchaser will resubmit the conceptual design until the Deputy City Manager has determined that the designs are in conformance with all requirements of the P&SA and the Purchaser may proceed to apply for permits. Should the Purchaser disagree with the judgment of the Deputy City Manager, this process may be submitted to the City's Planning Commission for a final determination.

5. Purchaser will contribute \$20,000 to the City to be applied toward the cost of a public art installation on the subject property. The Richland Arts Commission will coordinate with the Purchaser to find a suitable location on the site for the placement of the art. If the City has not selected a suitable art piece within 24 month after closing, one-half of this contribution will be returned to the Purchaser and the balance retained by the City for art elsewhere in the City.
6. City reserves the right to repurchase the property if vertical construction has not begun within 12 months of closing as provided in Section 10.13 of this Agreement.