



**Agenda**  
**REGULAR CITY COUNCIL MEETING**  
**Richland City Hall ~ 505 Swift Boulevard**  
**Tuesday, March 18, 2014**

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**City Council Pre-Meeting, 6:30 p.m.**

*(Discussion Only - Annex Building)*

**Agenda Item:**

1. Staff Recommendation Regarding Hearing Examiner (30 Minutes)  
- Bill King, Deputy City Manager
2. Household Hazardous Waste Facility and Program Update (15 minutes)  
- Pete Rogalsky, Public Works Director
3. Discussion of Meeting Agenda (15 minutes)

**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. CityView Video: Fire Department Stair Climb Event (2 minutes)  
- Trish Herron, Communications and Marketing Manager
2. Parks and Recreation Commission 2013 Annual Report (7 minutes)  
- Joe Schiessl, Parks and Public Facilities Director
3. Richland Police Department 2013 Annual Report (7 minutes)  
- Chris Skinner, Police Services Director

**Public Hearing:**

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

1. Proposed Surplus of Equipment - Resolution No. 31-14, Sale of Surplus Equipment  
- Kevin Willis, Administrative Services Equipment and Maintenance Supervisor

**Public Comments:**

*(Please Limit Public Comments to 2 Minutes)*

**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 Minutes for Meeting Held March 4, 2014  
- Heather Kintzley, City Attorney

**Ordinances - Second Reading/Passage:**

2. Ordinance No. 06-14, Stevens Drive Extension Project - Eminent Domain Process  
- Pete Rogalsky, Public Works Director

**Resolutions - Adoption:**

3. Resolution No. 23-14, Approving the Preliminary Plat of The Dwellings  
- Rick Simon, Development Services Manager
4. Resolution No. 26-14, Authorization to Enter into an Interlocal Agreement with Benton County for Solid Waste Program Administration  
- Pete Rogalsky, Public Works Director
5. Resolution No. 28-14, Authorizing Execution of Oversizing Agreement with ConAgra Foods Lamb Weston, Inc to Extend City's Horn Rapids Irrigation Distribution System  
- Pete Rogalsky, Public Works Director
6. Resolution No. 29-14, Authorizing Execution of Supplement Agreement No. 1 with JUB, Engineers, Inc. for South George Washington Way Safety and Mobility Improvements Project  
- Pete Rogalsky, Public Works Director
7. Resolution No. 30-14, Authorizing Execution of Standard Consultant Agreement with JUB Engineers, Inc. for Queensgate Drive Corridor Study  
- Pete Rogalsky, Public Works Director
8. Resolution No. 31-14, Sale of Surplus Equipment  
- Cathleen Koch, Administrative Services Director

**Items for Approval:**

9. Lease Agreement with Port of Benton for Material Storage on Port Property  
- Joe Schiessl, Parks and Public Facilities Director
10. Washington State Department of Transportation (WSDOT) Loan for the Horn Rapids Rail Siding Agreement  
- Bill King, Deputy City Manager
11. Tri-City Development Council (TRIDEC) 2014 Marketing Agreement  
- Bill King, Deputy City Manager
12. Agreement with Builders Advantage, Inc. for Weatherwise Program Participation  
- Bob Hammond, Energy Services Director
13. 2014 Business License Reserve Fund Spring Cycle Recommendations  
- Bill King, Deputy City Manager

Expenditures - Approval:

14. February 24, 2014 - March 7, 2014, for \$6,327,374.26 including Check Nos. 209913-210359, Wire Nos. 5576-5582, Payroll Check Nos. 99368-99381, and Payroll Wire/ACH Nos. 8413-8428  
- Cathleen Koch, Administrative Services Director

**Items of Business:**

1. Parking Agreements for Columbia Playfield Parking Lot  
- Joe Schiessl, Parks and Public Facilities Director

**Reports and Comments:**

1. City Manager
2. City Council
3. Mayor

**Adjournment**

THIS MEETING IS BROADCAST LIVE ON CITYVIEW CHANNEL 13 AND ON [WWW.CI.RICHLAND.WA.US/CITYVIEW](http://WWW.CI.RICHLAND.WA.US/CITYVIEW)

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## Council Workshop Coversheet

Council Date: 3/18/14

Agenda Item : PM1

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: STAFF RECOMMENDATION REGARDING HEARING EXAMINER

Department: Community and Development Services

Document Type: Discussion

### Summary:

On several occasions, Council and staff have discussed the advantages and potential concerns related to the utilization of a hearing examiner. Over 100 Washington cities are now using hearing examiners in some capacity. Cities that are using hearing examiners tend to report a faster, more predictable process; reduced legal challenges; and increased public confidence in the planning process. Use of a hearing examiner for quasi-judicial decision-making can also free up time for the Planning Commission and Council to consider long-term planning issues.

There are, however, also potential downsides to implementing a hearing examiner system, one of which is higher costs. Further, the City's Planning Commission opposes any use of a hearing examiner that would replace the current public hearing process. Many of the Commissioners believe that as a collective body, they can more fairly represent the interests of the community when considering new development proposals. The Commissioners also questioned whether the potential reduction in City liability that could result from the use of a hearing examiner would offset the additional costs.

Ken Harper, of the law firm Menke Jackson Beyer, has assisted the City in evaluating the advantages and potential downside of using an examiner. Under state law, cities have the authority to use hearing examiners to decide a wide variety of quasi-judicial land use matters. Staff believes that hearing examiners can be most beneficial to the City in complex or controversial matters. A good examiner will ensure that all viewpoints are heard and that the ultimate decision is well-reasoned and documented.

At Council's January 23 retreat, staff was asked to prepare a specific recommendation on how Richland could best utilize a hearing examiner to improve our development review process. Attached is a memo from Rick Simon which lays out that recommendation.

The purpose of this workshop is to review the recommendation. If Council is satisfied with the direction being proposed, staff can then prepare the code changes that will be necessary to implement the new review procedures.

### Attachments:

1) Memo to Council - Hearing Examiner Staff Recommendation

Post Council Status Pending

City Manager Approved:

Hopkins, Marcia  
Mar 14, 10:27:29 GMT-0700 2014



**MEMORANDUM**  
*Community & Development Services*

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**TO:** City Council

**FROM:** Rick Simon, Development Services Manager

**THROUGH:** Bill King, Deputy City Manager  
Cindy Johnson, City Manager  
Heather Kintzley, City Attorney

**DATE:** March 18, 2014

**SUBJECT:** Hearing Examiners

At Council's January 23<sup>rd</sup> retreat, staff was tasked with preparing a recommendation for how the City could best implement a hearing examiner system. Staff considered the following factors:

- Insuring all parties have access to an efficient and predictable permitting process;
- Establishment of a well-documented and defensible hearing record;
- Overall cost of implementation; and
- Streamlining the permit review system.

**Overview of Current Permitting System**

There are many permit categories that are currently defined in code. Table I in the attached appendix provides a list of these permit types and indicates who the hearing body is, who makes the final permit decision for the City and who hears appeals of decisions for each permit category.

**Recommended Changes**

Table II in the attached appendix provides a list of staff-recommended changes to the City permitting system. Those changes involve: retaining and making slight

adjustments to the Board of Adjustment role; taking some permit categories from a public hearing review to an administrative review; and providing for the targeted use of a hearing examiner by assigning to the examiner the permit categories that have historically generated the most controversy and tend to be the most complicated. The examiner would be given authority to make final decisions for the City where allowed by law.

Under this recommendation the Board of Adjustment would be retained and would continue to function in its current role of hearing zoning variance cases which usually involve reductions in property setbacks to allow an owner to construct a garage or carport. Variance applicants are typically Central Richland homeowners, have limited impact in a neighborhood, do not generate significant public interest and are rarely complicated matters. The legal expertise and resulting higher costs that a hearing examiner would bring to variance review are not usually needed.

The Board also performs the review of some categories of special use permits. Under the recommended changes, the Board would retain this function and be given the additional task of hearing requests for off-street parking reductions. While there are numerous permit categories, the City only reviews special use permit applications on a couple of occasions in an average year.

Finally, under the City's current system, the Board is responsible for reviewing appeals of administrative determinations. While such appeals occur very infrequently, they tend to be technical issues that would best be resolved by using the expertise of a hearing examiner.

Site plan reviews and some categories of special use permits would become administrative permits that would no longer require a public hearing. In the case of site plan review, the code specifically sets forth criteria for the development of the property and there is limited discretion to be applied in the permit review. In the case of some special use permit categories, additional code language would need to be developed to provide specific criteria that staff could apply in the review of these applications. Code amendments would also be required to provide a means for the public to be informed of these applications and to invite public comment. If an administrative decision is appealed, the hearing examiner would conduct an appeal hearing.

Under this recommendation, the Planning Commission would retain all of their legislative advisory functions, providing input to the Council on matters concerning the Comprehensive Plan, code amendments, area wide rezones and development agreements. Additionally, the Commission would hold hearings on issues that are more related to building design such as reviewing building height exceptions, alternative building design standards for projects in the Central Business District and sidewalk use license applications.

The hearing examiner would be tasked with the review of site specific rezones, planned unit developments, some special use permits, preliminary plats, binding site plans and

shoreline permits. These applications typically generate the most controversy, are the most complicated and are most often appealed. The hearing examiner's decisions would be appealable to Superior Court; the Council would retain its authority to hear appeals of decisions made by the Planning Commission.

## **Costs**

The overall cost of operating a hearing examiner system would be greater than operating under the City's present system of permit review. Staff is therefore proposing that only the types of permits that have the greatest complexity or legal exposure be directed to a hearing examiner. The anticipated cost increase associated with using a hearing examiner could be further minimized by retaining the role of the Board of Adjustment and adopting code amendments that would change some permits to an administrative review. The increased costs for the remaining cases that do go to the examiner could be partially offset by implementing some increases to the permit fee schedule.

Table III in the attached appendix identifies staff's recommended fee changes. Note that only the permit categories that would use hearing examiner review have been increased.

Based on the permit activity the City experienced over the past three years, the number of cases that could be expected to go to a hearing examiner would be approximately six per year. With an average estimated cost of approximately \$1,500 - \$2,000 per case, the City would be expected to pay between \$9,000 and \$12,000 annually. The proposed increase to the fee schedule outlined above would generate approximately \$1,900 annually, meaning that the net cost of a hearing examiner to the City would be between \$7,000 and \$10,000.

## **Estimated Permit Activity Levels**

Based on the permit activity levels that the City has experienced over the past three years and as shown in Table IV in the attached appendix, the recommendation would result in annual workloads as described below:

### *City Council*

- Consideration of two or three zone change applications annually (state law mandates that Council make final decisions on zoning matters);
- Consideration of approximately six land use related code amendments;
- Review of approximately three comprehensive plan amendments;
- Review one or two proposals to declare a City property as surplus;
- Consideration of appeals of special use permits or other Board of Adjustment/Planning Commission decisions (occurring less than once per year on average).

#### *Planning Commission*

- Hold hearings on approximately six land use related code amendments (this may increase as the Planning Commission would have more time to devote to review of code issues);
- Consideration of approximately three comprehensive plan amendments;
- Consideration of proposed zoning for one or two annexation proposals;
- Review of two or three planning documents (master plans, sub-area plans, transportation improvement programs, etc.);
- Review of one or two proposals to declare a property as surplus;
- Review of one or two sidewalk use license applications;
- Review of one request for a building height exception or alternative design standard.

#### *Board of Adjustment*

- Consideration of three or four variance requests;
- Consideration of one or two requests for special use permits.

#### *Staff*

- Process approximately five administrative site plan applications/special use permits that previously required public hearing;
- Process all land use and permit applications;
- Prepare staff reports for all applications;
- Oversee the implementation of all permit decisions.

#### *Hearing Examiner*

- Process two or three zone change applications;
- Process approximately one Planned Unit Development application;
- Process approximately two preliminary plat applications;
- Process approximately two shoreline permits;
- Consideration of appeals of administrative decisions (this is rare and would be expected to occur less than once annually).

### **Implementation of Recommendation**

If Council is interested in adopting this recommendation for implementation of a hearing examiner, then the following steps would need to be completed:

- Amendments to the land use regulations establishing the Hearing Examiner system. This would require amendments to Titles 19, 22, 23, 24 and 26.
- Adoption of revised fee schedule;
- Going through an RFQ process for the hiring of a hearing examiner;
- Amendments to City code making some special use permits and site plan reviews administrative and establishing a process of public notification and comment for those types of applications.



## Council Agenda Coversheet

Council Date: 03/18/2014

Category: Public Hearing

Agenda Item: PH1

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: PROPOSED SURPLUS OF EQUIPMENT

Department: Administrative Services

Ordinance/Resolution: 31-14

Reference:

Document Type: Presentation

Recommended Motion:

None.

Summary:

A public hearing is being held to receive input or comments on the proposed resolution authorizing surplus and disposal of equipment. Refer to Resolution No. 31-14 on the Consent Agenda.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

City Manager Approved:

Hopkins, Marcia  
Mar 14, 10:27:14 GMT-0700 2014



## Council Agenda Coversheet

Council Date: 03/18/2014

Category: Presentation

Agenda Item: P3

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RICHLAND POLICE DEPARTMENT 2013 ANNUAL REPORT

Department: Police Services

Ordinance/Resolution:

Reference:

Document Type: Reports/Plans

Recommended Motion:

Presentation of the Richland Police Department's annual report.

Summary:

Presentation of the Richland Police Department's annual report. This presentation will show accomplishments and benchmarks for 2013 as well as crime statistics and future challenges.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

2013 rpd\_report

City Manager Approved:

Hopkins, Marcia  
Mar 14, 10:27:51 GMT-0700 2014



# 2013 Annual Report Richland Police Department



A large, light gray watermark of the Richland Police Department badge is centered on the page. The badge is shield-shaped with a double border. The word "RICHLAND" is arched across the top, and "POLICE" is arched across the bottom. In the center is a smaller shield with a yellow field containing a blue star and a blue field containing a yellow star. The words "RICHLAND WASHINGTON" are written across the middle of the central shield. Two white wings extend from the sides of the central shield.

**Contact**  
**Chris Skinner**  
**Chief of Police**

**Richland Police Department**  
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**Richland, WA 99352**

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**Emergency: 9-1-1**

**Hours**  
**General Business Office**  
**and Police Administration: Monday - Friday**  
**8:00 am - 5:00 pm**

# 2013 Annual Report—Richland Police Department

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- **Teamwork**
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- **Excellence**



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# 2013 Annual Report—Richland Police Department

## VALUES, MISSION, PRODUCT, PRIORITIES & PROCESS (VMP<sup>3</sup>)

Employees incorporate the following **Values** in the performance of their job:

- **Teamwork:** We will work together, demonstrating collaboration through mutual reliability, openness and flexibility to accomplish our goals.
- **Integrity:** We will demonstrate an uncompromising allegiance to the core values of honesty, respect for others, loyalty, consistency, accountability and sincerity.
- **Excellence:** We will deliver a superior level of commitment, responsiveness, performance and provision of services to all, with the attitude that everything is worth our best effort.

Employees adhere to the Department's **Mission statement:**

The mission of the Richland Police Department is to provide safety and service to the citizens of Richland and its visitors by providing high quality, proactive, and professional law enforcement services.

With our values of Teamwork, Integrity and Excellence as our guide, we are committed to:

### **Teamwork**

- We work as a team respecting each other as teammates;
- We hold each other accountable fostering a positive work environment;
- We collaborate with other city departments to fulfill the mission;
- We understand our role in the 7 Keys of the city's strategic plan;
- We partner with our community to solve problems;
- We place service above self in achieving department goals.

### **Integrity**

- We are honest and truthful;

- We will serve with honor;
- We will hold ourselves to a high level of moral and ethical behavior;
- We will strive to be role models for our community;
- We acknowledge our mistakes and learn from adversity;
- We will be a reliable and just organization.

### **Excellence**

- We give our best effort to each other and the community we serve;
- We accept future challenges by learning and developing new skills;
- We recruit, hire and train the best people;
- We promote personal and professional growth;
- We take pride in our appearance and reputation;
- We are creative and innovative in solving problems and preparing for the future.

Employees deliver the Department's **Product** of safety and service.

- **Safety:** Protect citizens and property. Identify and arrest those who violate the law. Ensure a smooth and orderly flow of traffic. Enforce traffic laws. Provide aid.
- **Service:** Provide a professional level of service. Recognize and address quality of life issues. Provide non-enforcement services that are routinely offered by police departments. Coordinate victim assistance when appropriate. Assist the public as much as reasonably possible. Take advantage of opportunities to positively promote the Department's reputation in the community.

The Department's **Priorities** in delivering its product to the community are:

- **Crime:** This includes the initial response to and reporting of crime, identification and arrest of suspects, the analysis of crime trends and series, and the complete and thorough investigation of crimes.

# 2013 Annual Report—Richland Police Department

## VALUES, MISSION, PRODUCT, PRIORITIES & PROCESS (VMP<sup>3</sup>)

- **Traffic:** This includes attempting to gain compliance of the motoring public to obey traffic laws and regulations, identifying causative factors of traffic collisions, identifying and addressing collision locations as well as high-frequency traffic violation locations, and addressing neighborhood traffic complaints.
- **Quality of Life Issues:** This includes code enforcement and other items, beyond crime and traffic issues, that contribute to making Richland an enjoyable place to live and work in.



The Department believes there is both a high correlation and a causal link between community disorder and more serious crime: when problems are left untended, they actually cause more serious crime.

### Process (PARSTAT)

The process to deliver the product of safety and service to the community is Performance and Accountable Response to Statistics (PARSTAT).

This process is designed to identify, analyze and solve problems in a timely manner. Problem identification is primarily based upon statistical review, citizen complaints and observations, and police officer observations. It ensures all available resources are properly coordinated and utilized in the most effective and efficient manner possible to solve identified problems in a timely manner.



# 2013 Annual Report—Richland Police Department

## MESSAGE FROM THE CHIEF



On behalf of the men and women of the Richland Police Department, I am pleased to present the 2013 Annual Report. This Annual Report serves as a communication tool meant to bring relevance and meaning to all the effort put forth by your police department. This is a tremendous opportunity to learn about the many accomplishments of the Richland Police Department as well as upcoming challenges as we look toward 2014. It is with great pride that we continue to find ways to share important information about our primary mission of Safety and Service to this community.

2013 was a year of important change within the Richland Police Department. You will find throughout this document behaviors and efforts that are closely aligned with our Mission Statement. That Mission Statement was re-invented in 2013 and is an accurate reflection of types of men and women who serve this community. A major initiative in 2013 was the implementation of technology utilizing the Microsoft SharePoint platform. SmartForce was developed for the Richland Police Department and has brought tremendous value to inter-departmental communication and collaboration. Officers through the use of their MDT (Mobile Data Terminals) are better able to share information and solve problems through on-line collaboration. Document management and automated workflows are also showing a strong return on the investment. Officers today are spending more time in the field on patrol keeping our community safe instead of being burdened with administrative processes. This technology is on the leading edge in the law enforcement industry and has been recognized nationally as a best practice.

Through the hard work of officers and professional staff at the Richland Police Department we are pleased to report that we are making a difference in our community.

Neighborhood watch continues

to grow as does our presence at various events throughout the year. We are committed to supporting our other city departments and we are finding ways to work more closely together on various city initiatives. Crime in the City of Richland has traditionally been measured through the Uniformed Crime Reporting of Part 1 crimes as determined by the Federal Bureau of Investigation. In 2012 a new model of National Incident Based Reporting has taken its place and more accurately reflects the total crime impact on communities not just the violent crime. 2013 saw a 21% decrease in total crime as reported through NIBRS. This decline in numbers is the result of hard work by this community in partnership with their police department to make Richland a great place to Live, Work, and Play.

Please take some time and enjoy the 2013 Annual Report. It is our way of sharing our organization with you and allowing you to better understand how we serve the community. I would like to thank our employees, both sworn and professional staff, for their effort in 2013. It is truly an honor to be a part of this organization and we should all be proud of the dedicated work that goes on each and every day.

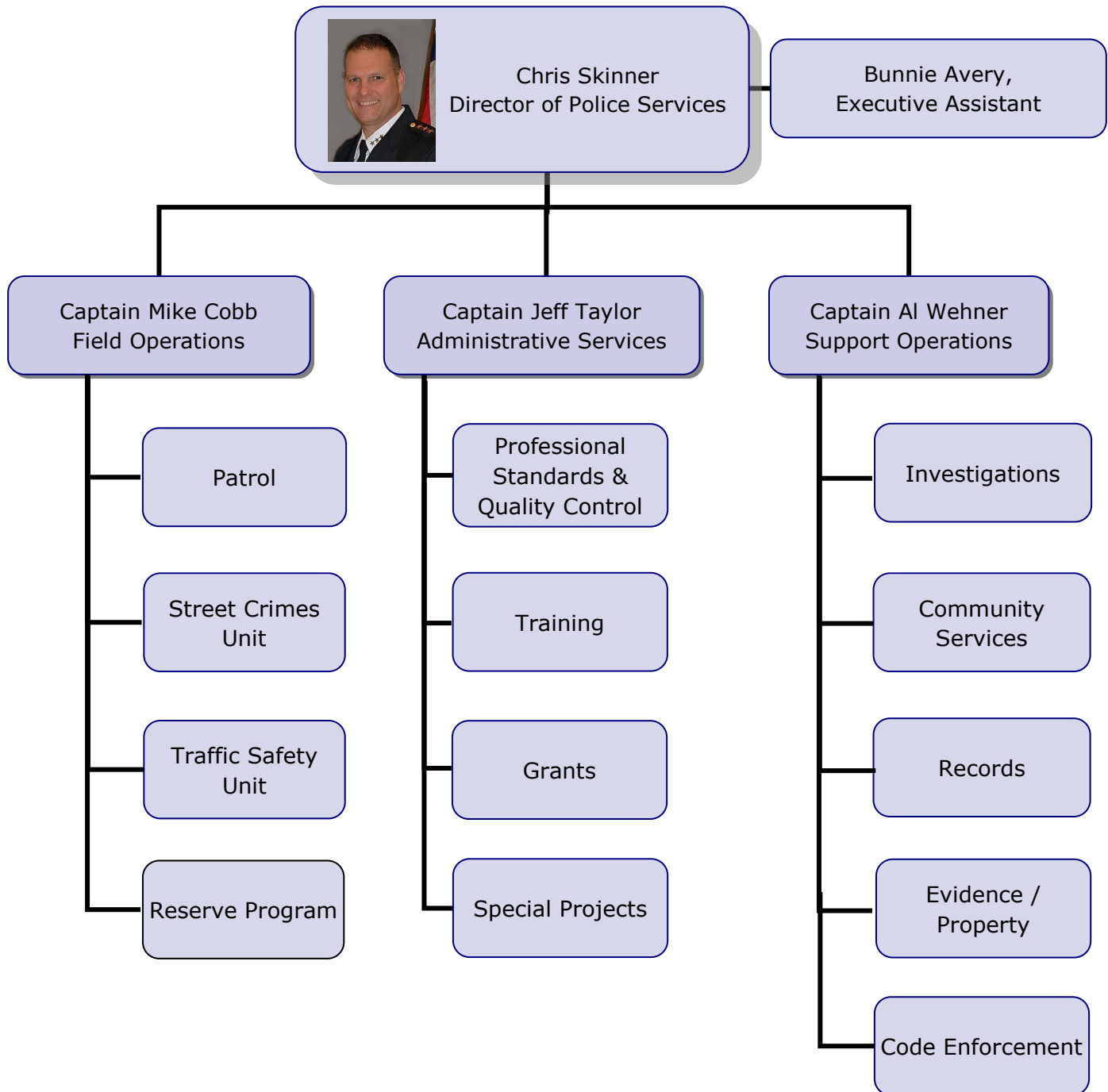
**Chris Skinner**  
**Director of Police Services**



# 2013 Annual Report—Richland Police Department

## ORGANIZATIONAL CHART

### Richland Police Department Organization



# 2013 Annual Report—Richland Police Department

## ORGANIZATIONAL STAFFING & FUNCTIONS

### Staff

### Function

**FIELD OPERATIONS** ..... Assigned

**Police Captain** .....1.0

**Police Sergeant** .....6.0

(4) Patrol Squad Sergeants

(1) Street Crimes Unit Sgt.

(1) Admin Sergeant

**Police Corporal** .....5.0

(4) Patrol Squad Corporals

(1) Traffic Safety Unit Corporal

**Police Officer** .....30.0

(24) Patrol Squad Officers

(3) Street Crimes Unit Officers

(2) Traffic Safety Unit Officers

(1) Station Officer

**Support Specialist** .....1.8

(1) Crime Analyst

(.8) Quartermaster

**Civilian Volunteers** .....4.0

(4) Reserve Police Officers

**Total assigned: .....47.8**

#### FIELD OPERATIONS FUNCTIONS

Response to calls for police services

Criminal law enforcement

Traffic law enforcement

Traffic collision investigations

Crime analysis

#### SUPPORT OPERATIONS FUNCTIONS

Major and complex criminal investigations

Process major crime scenes

Narcotics investigations

School patrols, investigations and liaison

Police records; data entry, filing & storage

BI-PIN/I-LEADS coordination

Processing and storing arrest warrants

Handle walk-in customers

Issue gun permits

Civilian fingerprinting

Store/maintain evidence & found property

Crime prevention

Block watch organization

Crime resistant community living program

Crime prevention through environmental design

Decoy car program management

Graffiti patrols and abatement

Nuisance code violation investigations

Liaison with Department of Corrections officers assigned to RPD

Liaison with Child Protective Services case workers assigned to RPD

**SUPPORT OPERATIONS** ..... Assigned

**Police Captain** .....1.0

**Police Sergeant** .....2.0

(1) Detective Sergeant

(1) Community Services Sgt.

**Police Officer** .....10.0

(5) Detectives

(1) Det.-Metro Drug Task Force

(1) Det.-Violent Gang Task Force

(2) School Resource Officers

(1) Community Services Officer

**Police Records Supervisor** .....1.0

**Support Specialist** .....7.6

(5.8) Clerical

(1.8) Evidence

**Code Enforcement Officer** .....2.8

**Civilian Volunteers** .....34.0

(34) VIPS

**Total assigned: .....58.4**

#### ADMINISTRATIVE SERVICES

In service training

Scheduling & coordination of certification training

Professional standards and quality control

Grants

Research & development

Special projects

Policy manual

Procurement

Professional development program

Firearms range management

Fleet maintenance

Facilities management

**ADMINISTRATIVE SERVICES** ..... Assigned

**Police Captain** .....1.0

**Police Officer** .....1.0

(1) Training Officer

**Total assigned: .....2.0**

# 2013 Annual Report—Richland Police Department

## CRIME STATISTICS

NIBRS Offense Summary	% Change		
	2012	2013	% Change
Murder & Non Negligent Manslaughter	0	3	300%
Forcible Sex Offenses	51	41	-20%
Robbery	13	11	-15%
Aggravated Assault	51	65	27%
Simple Assault	422	358	-15%
Intimidation	32	52	63%
Non-Forcible Sex Offenses	2	0	-100%
Kidnapping	6	5	-17%
Burglary	193	199	3%
Arson	10	5	-50%
Larceny	1046	936	-11%
Motor Vehicle Theft	71	34	-52%
Extortion / Blackmail	1	0	-100%
Counterfeiting / Forgery	34	34	0%
Fraud	200	175	-13%
Embezzlement	6	7	17%
Stolen Property Offenses	48	50	4%
Destruction /Damage / Vandalism of Property	565	480	-15%
Drug/Narcotic Offenses	490	210	-57%
Pornography / Obscene Material	8	6	-25%
Gambling Offenses	0	0	
Prostitution Offenses	1	0	-100%
Violation of No Contact Order	130	92	-29%
Bribery	0	0	
Weapon Law Violations	46	43	-7%
Other Summary	% Change		
	2012	2013	% Change
Calls for Service	25,964	26,327	1%
Collisions	642	712	11%
Domestic Violence Incidents	473	446	-6%
Infractions	4072	4184	3%
Nuisance Code Violations	719	1098	53%



Overall 2013 was a good year for Richland crime statistics. In 2012 our Group "A" Crimes per 1000 population was 68.6. In 2013 that number dropped to 54.4, a 21% decrease. While there are many factors related to crime rates, we believe that the police department can have a direct impact based on our efforts. We remain committed to keeping the community safe and doing everything in our power to positively effect the crime rate thus reducing the number of victims in our community.



# 2013 Annual Report—Richland Police Department

## FIELD OPERATIONS

### Field Operations

Field Operations is the largest division within the organization. Commanded by Captain Mike Cobb, 42 commissioned officers are divided between four patrol squads, Street Crimes Unit (SCU), Traffic Safety Unit (TSU), crime analysis, differential response and the reserve program.

Each patrol squad (letter designations A, B, C, D) is staffed with a sergeant, a corporal and six district officers. Patrol squads work twelve hours shifts and each officer is assigned to 1 of 3 geographical districts. Richland PD handled over 26,000 calls for police service in 2012.

The Street Crimes Unit (SCU) is currently staffed with one sergeant and three officers. SCU is tasked with working closely with the patrol squads on cases that require more resources, equipment and a different skill set than what is typically found at the squad level. The team has the ability to be flexible in hours, uniforms, vehicles and resources to meet the demands of a complex work environment.

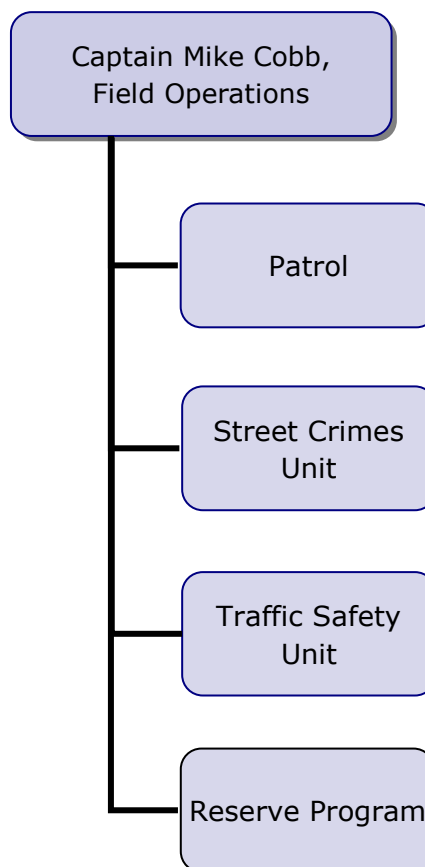
Richland has one corporal and two officers assigned to the Traffic Safety Unit (TSU). Their mission is to address traffic safety, education and enforcement city wide. TSU assists with the investigation of motor vehicle collisions and has additional training and equipment to do so. Working closely with homeowner's associations and neighborhood groups, TSU is also able to help craft project based solutions that assist with quality of life issues that arise in a city the size of Richland.

The crime analyst works directly for the administrative sergeant. She is tasked with the analysis of crime trends that directly impact the lives of our citizens. The crime analyst cooperates with every other group in the organization (and agencies across our region) gathering information, analyzing data and assisting with strategies that help RPD stay current with the constantly changing landscape of activity in the Mid-Columbia.

When an incident occurs that does not require the presence of a uniformed police officer it is assigned to differential response. The differential response program allows calls for service to be handled in a timely and professional manner. At the same time it allows for a system that does not occupy a district officer's time unless absolutely re-



quired. The teamwork utilized by this system maximizes the workgroup's ability to deliver a high quality level of service to our community.



# 2013 Annual Report—Richland Police Department

## Technology Update

Over the past several years the Richland Police Department has identified vulnerability in our ability to communicate between members of the organization. Timely, accurate, relevant data provided in a real-time environment is a key to success for today's police officer.

RPD staff members, in cooperation with Information Technology began working with a team from Microsoft Corporation to determine what applications technology could bring to the solution. It became evident early on that Microsoft SharePoint would be the perfect platform for storing and accessing data. The next challenge was developing an application to use within SharePoint that would provide the ability to house information, make it accessible to members of the agency no matter where they were or what type of device they were using, and to push updates out in a variety of formats to keep staff in the know as soon as information changed.

A second private partner, Adventos Consulting based in Denver, CO, had met with us early in the process. Their CEO, Mariano Delle Donne delivered a solution that would meet all of our requirements, be accessible 24/7, and have a minimal impact on existing IT staff resources and personnel. The solution was named SmartForce™.

We began testing the SmartForce™ platform in early 2013. SmartForce™ enabled our officers to communicate between districts, pass on information between shifts, track small details of follow up, provide a level of accountability for getting tasks accomplished and made a one-stop-shop for the flow of work related data and information. A library was established for forms used in daily operational tasks, an area to track and report upon how often officers responded to resistance, a data base for complaints and commendations and a separate part for tracking vehicle pursuits. Regionally, the site has been made accessible to the regional Auto Theft Network and the Tri-City Regional SWAT team. There are links to our crime analysis site called RAIDS online, Richland Shield, and a number of calendar functions.

A proposal was submitted to the International Association of Chiefs of Police (IACP) and RPD was invited to present on SmartForce™ at the IACP annual conference in Philadelphia, PA. Chief Chris Skinner, Capt. Mike Cobb, IT Business Analyst Emily Pipkins, former RPD Sergeant Tony Striefel and Adventos CEO Mariano Delle



Donne made two presentations on how Richland was utilizing the SharePoint™ environment to house the SmartForce™ application. Richland is the only city in the U.S. currently utilizing these software solutions in this configuration.

**Richland Shield** is a web based application that enables communication between various sections of our community with the Richland Police Department and to groups with similar geography or concerns. An example of the partnerships and collaboration made possible by Richland Shield is the section used by commercial loss prevention personnel. Information on groups engaged in shoplifting crimes, their method of operation, vehicles and descriptions can all be shared in a secure format. This has greatly reduced the ability of theft suspects to operate in the shadows and remain unknown (and undetected) by loss prevention professionals.

Powered by Bair Analytics, **RAIDS Online** is a mapping tool accessible, at no fee, to the public. It shows crime pin maps for nearly all of the jurisdictions in Benton and Franklin Counties. Incidents can be filtered by date, type of offense, and several other data layers to give a complete picture of incidents occurring throughout the area.

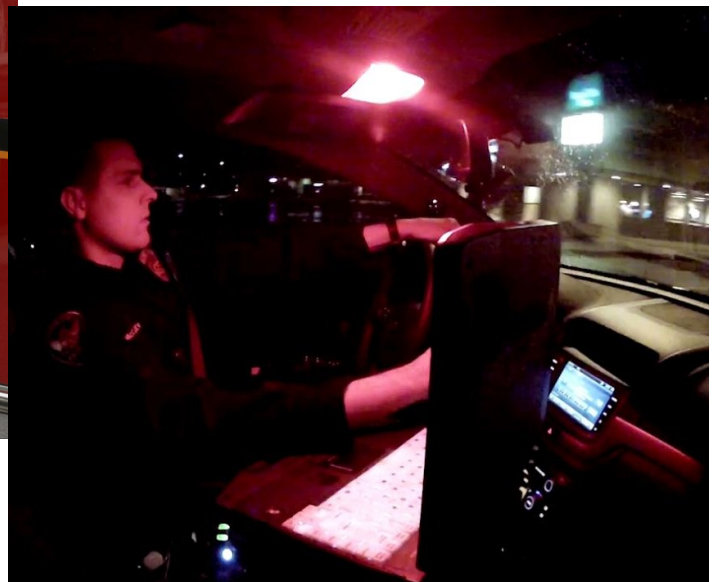
# 2013 Annual Report—Richland Police Department

## FIELD OPERATIONS — PATROL



### Patrol

Patrol officers are assigned to one of three geographical police districts for a specific period of time. Following a strategy of Geo-Based Policing, each officer is asked to become familiar with all aspects of the district to which they are responsible. Communication and outreach to the residents who live, work and commute within the district are keys to the successful mission of delivering a professional level of law enforcement service to the community. Both challenges and assets are important features of each area and helping residents solve problems is the focus of this approach to public safety.



# 2013 Annual Report—Richland Police Department

## FIELD OPERATIONS — STREET CRIMES UNIT (SCU)

### Street Crimes Unit (SCU)

SCU is designed as an extra resource to be utilized in addressing and resolving problems not easily managed by a traditional patrol squad or detective. The unit is staffed with a sergeant and three officers. SCU does not typically handle routine calls for service but often responds to in-progress priority calls. Aggravated assaults, burglaries, robberies, sexual assaults and vehicle thefts are the types of calls that will often find SCU members heading to.



Vehicle thefts are a significant problem across the region and into the Yakima Valley. Richland's SCU continues to manage a state grant that provides resources to assist with the detection, investigation and response to cases involving the theft of motor vehicles. The team is also a key contributor to the regional auto theft investigators group.

This past year SCU assisted the Detective unit in two homicide investigations. They were also responsible for the investigation and eventual capture of a suspect responsible for over 100 vehicle prowls and burglaries in the Tri-City area. Due to the diligence of the team members the suspect was identified and after a lengthy investigation he was captured. The offender later pled guilty to multiple charges.



SCU also partnered with local agencies and the US Secret Service to investigate a counterfeit money and check washing scam that was being committed by a group of criminals. The partnership resulted in seven suspects being federally indicted on multiple charges.

# 2013 Annual Report—Richland Police Department

## FIELD OPERATIONS — TRAFFIC SAFETY UNIT (TSU) & RESERVES

### Traffic Safety Unit (TSU)

TSU is designed as an extra resource to be utilized in addressing and resolving traffic-related issues and problems. TSU works closely with many agencies involving traffic in Richland. This past year they worked closely with the Richland School District to identify and enforce violations of vehicles failing to stop for school buses when picking up and dropping off children. They wrote 24 infractions for this violation in 2013.

TSU also works closely with citizens and homeowner associations when the department receives complaints of speeding in residential areas. In addition to enforcement, they coordinate the placement of our department traffic radar trailers. This year, with the assistance of our VIPS they identified and placed the trailers in about 100 different locations throughout the city. The unit is comprised of a corporal and two officers. One of our TSU officers retired mid-year and due to staffing levels wasn't replaced so this year's numbers are reflective of one supervisor and one officer for the last half of 2013.



TSU Actions	2012 Numbers	2013 Numbers
Collisions investigated	265	296
Traffic Stops	2175	1821
Infractions issued	1598	1043
Verbal Warnings	577	778

### Reserves

Richland Police has four dedicated reserve police officers. The reserve officers supplement our patrol force. The four officers have a combined total of 84 years working with the Richland Police Department. The officers are required to work a minimum of 16 hours a month so that they maintain a high level of skills and knowledge. This year they have volunteered 1729 hours of their time, serving the citizens of Richland.

The Officers primarily work patrol duties, but one reserve officer shares duties as a department firearms instructor and manages our range facility. The selfless dedication of these four reserve officers shows the importance that they place on serving the community.



# 2013 Annual Report—Richland Police Department

## FIELD OPERATIONS — SPECIAL WEAPONS AND TACTICS (SWAT)



### Special Weapons And Tactics (SWAT)

Richland PD is a member of the Tri-City Regional SWAT Team. The team is composed of members from the Richland, Kennewick and Pasco Police Departments and the Benton County Sheriff's Office. Members include 24 tactical operators, eight crisis negotiators and four commanders. Richland contributes six tactical operators, two crisis negotiators and one commander to the team. The team is on call 24 hours a day and responds to tactical situations across Benton and Franklin Counties. Missions typically include service of high risk search and arrest warrants, barricaded subjects and individuals posing a significant threat to the community. In order to meet very rigorous physical and technical requirements, members must train two days each month and one full week annually. In 2013 the SWAT team responded to 29 calls for service. Some of the specialized vehicles and equipment are pictured on this page.



# 2013 Annual Report—Richland Police Department

## FIELD OPERATIONS — BOMB SQUAD



### Bomb Squad

The Richland PD Bomb Squad provides regional service to any agency requesting assistance with a found or suspected explosive device. The Bomb Squad is comprised of four certified bomb technicians. They responded to 15 calls this year. Some of the types of calls they handled this year include suspicious packages, old dynamite, hand grenades, homemade firework bombs, and pipe bombs.

When dealing with explosives or suspicious items, the Bomb Technicians rely on their Remotec EOD robot. The robot enables them to x-ray, handle, or disable potential threats without having to put a technician in harms way. The robot was originally purchased in 2003 and has a usable life expectancy of 8 to 10 years. This year the bomb squad robot received a much needed refurbishment. The entire robot was overhauled. All electronics, gears, motors, wiring and firing consoles were replaced. The cost of the refurbishment was around \$60,000. This was mostly funded through a Homeland Security grant.



# 2013 Annual Report—Richland Police Department

## SUPPORT OPERATIONS

### Support Operations

Support operations is commanded by Captain Al Wehner. It is made up of five work groups.

The Investigations unit is led by a sergeant and has seven detectives assigned. Two of those detectives are assigned to regional task forces, the Tri-City Regional Metro Drug Task Force, and the Tri-City Violent Gang Task Force.

Community Services is comprised of one sergeant, three commissioned officers, two full time code enforcement officers, one part time code enforcement officer and 34 volunteers. Code Enforcement, School Resource Officers (SRO), Community Services Officer, and the Volunteers in Police Services (VIPS) all fall within this work group.

Our Records group is staffed by a records supervisor, seven full time support specialists and one part time support specialist.

One full time evidence technician and one part time evidence technician are assigned to the evidence and property room.



*Captain Al Wehner*



Captain Al Wehner,  
Support Operations

Investigations

Community  
Services

Records

Evidence /  
Property

Code Enforcement

# 2013 Annual Report—Richland Police Department

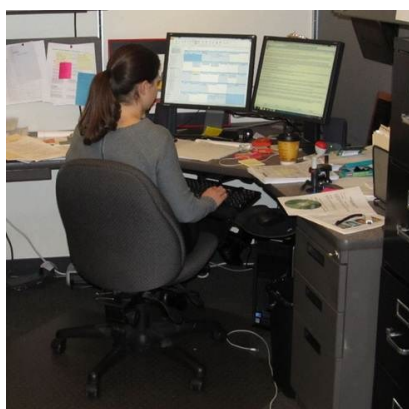
## SUPPORT OPERATIONS — INVESTIGATIONS & METRO/VIOLENT CRIMES

### Investigations

The Investigations Unit is tasked with conducting follow-up on cases too complex and time consuming for patrol to handle. Each detective is assigned to multiple investigations and is responsible for completing the investigation by exhausting all leads or by presenting the case to the Benton County Prosecutors Office for prosecution.



One detective is tasked with monitoring the 104 sex offenders currently registered in Richland. This detective works closely with the Department of Corrections officers to ensure that they are complying with any court ordered mandates as well as making sure they meet the registration requirements set forth by state law.



The Richland Police Department also places a high priority on staying up to date with the quickly changing world of technology. One detective is assigned full time to our computer forensics lab. This detective has received highly specialized training in investigations involving computers, networks, and cell phones.

Richland PD is also a member of the Benton/Franklin County Special Investigations Unit (SIU). This team is trained to respond to officer involved incidents when serious injury or death occurs to either an officer or a suspect. Richland PD has one captain, three detectives, and one corporal assigned to the team. In the past three years the team has been activated for six incidents.

Richland PD assigns one detective to both the Metro Drug Task Force (METRO) and the Tri-City Violent Gang Task Force (VGTF). Both Task Forces draw upon detectives and federal agents from the Tri-City area.

VGTF	2012	2013
Arrests	27	14
Search Warrants	32	42
Marijuana	0	
Cocaine	5.6 lbs	
Methamphetamine	31 lbs	35 lbs

Crimes Investigated by Detectives	2012	2013
Computer Forensics	44	38
New Sex Offender Screenings	25	25
Property Crimes	143	87
Persons Crimes	79	69
Child Sex/Abuse	103	74
<b>Total:</b>	<b>394</b>	<b>293</b>
Clearance Data	2012	2013
Total Cases Assigned	394	293
Cleared by Arrest	35	23
Cleared Exceptional	48	48
Referred to Prosecutor	124	113
Unfounded	48	36
Other Clearance	44	84

*Note: The overall number of cases investigated are significantly lower in 2013 due to extensive investigative work performed on three homicide cases.*

METRO Drug Task Force	2012	2013
City of Richland:		
Cases	23	34
Arrests	5	8
Search Warrants	3	8
Metro Totals for All Agencies:		
Cases	261	205
Arrests	91	56
Search Warrants	47	42
2013 Narcotics Seized	Amount	Value
Heroin	6,821.83 grams	\$886,775
Cocaine	8,920.83 grams	\$713,666
Marijuana	42.99 lbs	\$128,970
Marijuana Plants	122 plants	\$183,000
Methamphetamine	28,600.13 grams	\$2,288,000
Rx Pills	436 pills	\$8,720
Opium Poppies	83,165.59 lbs	\$87,816
<b>Total Value:</b>		<b>\$ 4,180,847</b>

# 2013 Annual Report—Richland Police Department

## SUPPORT OPERATIONS — CODE ENFORCEMENT



### Code Enforcement

Richland PD moved from two full time code enforcement officers in 2012 to two full time code enforcement officers and one part time code enforcement officer in 2013. The part time code enforcement officer was added to take on the responsibility of dealing with animal complaints. Code officers handle all nuisance code complaints and associated follow up investigations, barking dog complaints, monitor and answer the code complaint line, initiate all calls for service, forward all non-nuisance code complaints, and present and provide testimony for all cases heard at the Code Enforcement Board.

	2012	2013
<b>Total Calls for Service</b>	972	1354
Referred Other Agency/Division	253	118
Citizen Complaint-Incidents	474	669
Total Proactive Incidents	245	477
Proactive - Nuisance Officers	203	455
Proactive - RPD Officers	25	22
<b>Cases Cleared</b>	715	958
Unfounded	140	173
Junk Vehicles Towed	7	9
Cases Referred to Code Enforcement Board	14	19
CEB Board - Cases Abated	1	1
Emergency Abatement	5	0

Top 5 Reported Violations	2012	2013
Vehicle Violations	262	374
RV Storage	145	144
Grass/Weeds	188	243
Trash	82	109
Hazards	99	179
Animal Noise Nuisance	0	107

% of Voluntary Compliance	2012	2013
	96.22%	97.03%



# 2013 Annual Report—Richland Police Department

## SUPPORT OPERATIONS — COMMUNITY SERVICES OFFICER

### Community Services Officer

The community service officer acts as a liaison between the community and the Richland Police Department. This officer has a number of duties, a few of which are listed below.

- Block Watch /Home Owners Associations
- Social media (Shield, RPD Facebook, Twitter)
- Manages the HOA/Block Watch sites on Richland Shield
- Liaison with apartment managers
- Crime Prevention Through Environmental Design Program
- Manages our Volunteers in Police Service
- Public presentation for schools, business groups, etc.
  - Internet Safety
  - Gun Safety (Eddie the Eagle)
- Public/Community Events
  - Allied Arts
  - Kids Safe Saturday
  - National Night Out
  - Cops and Kids
  - National Take Back
  - Prescription Drug Disposal)
- Citizen's Academy



In 2013 the Community Service Officer conducted several Crime Prevention Through Environmental Design (CPTED) reviews for Apartment complexes and businesses in Richland. He also organized a bus pull to raise money for Special Olympics.

Community Interactions	2012	2013
Public Talks	43	37
Community Events	25	78
Station Tours	13	15
Active Neighborhood watch Groups	27	35



# 2013 Annual Report—Richland Police Department

## SUPPORT OPERATIONS — SCHOOL RESOURCE OFFICERS (SRO)

### **SROs (School Resource Officers)**

Richland PD has two commissioned officers who serve in the position of School Resource Officer (SRO). One officer is based out of Richland High School and the other is based out of Hanford High School. While the SROs primary responsibilities are to the high schools, they also provide services to River's Edge High School, Delta High School, and the middle and elementary schools. The SROs act as a liaison between the Richland School District and the Richland Police Department. The SROs work with the school personnel in maintaining a safe campus environment, serve as law enforcement problem-solving resource persons, and provide appropriate response regarding on-campus and school related criminal activity.

Along with their duties at the schools the SROs also assist patrol with in-progress calls, follow ups for incidents involving students, and traffic control.

This past summer the SRO's met with representatives of Ignite Youth to discuss options for mentoring opportunities. The SRO's were able to participate in some team building exercises with the youth and are hoping to expand their involvement with the program in 2014.



# 2013 Annual Report—Richland Police Department

## SUPPORT OPERATIONS — RECORDS

### Records

Police records staff provides assistance to police department personnel, supports all aspects of the police department function, and is responsible for management of police crime reports, citations, records retention, file management, and dissemination.

Police records provides non-emergency information services to the public, processes court orders and warrants, validates and maintains case files, runs criminal background checks, and maintains the police reporting databases. Other services include processing requests for public information, incident and accident report dissemination, fingerprinting, and concealed pistol licensing.



Records Key Performance Indicators	2012	2013
Incident Report Validation	6487	5889
Accident Report Entry	642	712
Warrant Entry	1789	2166
Protection Orders Processed	942	770
Criminal Citation Entry	2640	2774
Infraction Entry	4072	4283
Concealed Pistol Licenses Processed	950	1201
Gun Purchases	1364	1687
Requests for Public Information	3907	3142
Fingerprinting Requests	367	400



# 2013 Annual Report—Richland Police Department

## SUPPORT OPERATIONS — PROPERTY AND EVIDENCE



### Property and Evidence

There is one full time evidence technician and one part time evidence technician assigned to the evidence and property room. Their main task is receiving and preserving evidentiary items and found or recovered property. Once property or evidence is received, the evidence technicians are responsible for packaging and forwarding evidence to state crime labs, making evidence available for court and identifying and returning property to the rightful owners when evidence is released by the courts or turned in as found property. Throughout this process they have to maintain meticulous records for auditing and chain of custody purposes. The evidence technicians are also trained in crime scene processing. Patrol officers and detectives can call them out to assist with major crime scenes.

Evidence Key Performance Indicators	2012	2013
Total Number of Items In Evidence	7655	7020
Total Number of Items Destroyed	2529	2473
Items Released to Owners	359	353
Items Sent to WSP Crime Lab	251	316
CD's and DVD's copied to Prosecutor	967	1570



# 2013 Annual Report—Richland Police Department

## SUPPORT OPERATIONS — VOLUNTEERS IN POLICE SERVICE (VIPS)



### Volunteers In Police Service (VIPS)

The Volunteers in Police Service (VIPS) program operates within the Richland Police Department as an auxiliary body in support of the department's mission.

The 38 volunteers are engaged in numerous activities in support of the Department's mission. The VIPS registered 9,567 hours of service in 2013. The tasks completed by VIPS, if done by city employees or commissioned officers, would cost in excess of \$217,075. The intangible benefits to the city and department are just as real. VIPS are investing their time to make the city an even finer place to live, work and shop.

In addition to established projects, VIPS helped in numerous activities and special events. They assisted with the National Night Out event, Kids Safe Day, crime prevention events, Allied Arts, and Shop with a Cop, to name a few. In addition they are responsible for:

- Vacation House Checks
- Mail Delivery to/from Justice Center
- Traffic Survey Checks, Radar Trailer Deployment, Found Property Retrieval
- Handicapped Parking Enforcement
- Station Details/Computer Data Entry
- Graffiti Abatement
- Code Enforcement
- Crime Resistant Community Living

- School Patrol Car Decoy
- Training/Work Release Screening
- Crime Prevention through Environmental Design
- School Patrols
- Police Vehicle Inventory/Inspection
- Perform Other Department and City Activities



# 2013 Annual Report—Richland Police Department

## ADMINISTRATIVE SERVICES

### Administrative Services

The Administrative Services Division is commanded by Captain Jeff Taylor. The Administrative Services Division has one commissioned officer assigned. That officer is assigned as the department training officer. His role is to coordinate and plan training for the entire department.

A large part of the Administrative Services Division is Professional Standards. This Captain is tasked with overseeing all the department Internal Affairs functions. In 2013 Richland PD began tracking all complaints and commendations through our SmartForce application. This allowed for citizen complaints and commendations to be more closely tracked. This ensures that all complaints are properly investigated and do not fall through the cracks.

The purpose of assigning professional standards to the administrative captain is to help ensure that citizens are receiving the appropriate level of law enforcement and customer service, and that the department's expectations are being met. The administrative captain reports directly to the chief on these matters. Included in the professional standards duties are:

- Personnel complaint process
- Quality control
- Specific issues assigned by the Chief of Police
- Policy manual maintenance

Complaints	2012	2013
Total Complaints	19	19
Unfounded	9	8
Not Sustained	1	2
Exonerated	2	2
Sustained	7	7



Captain Jeff Taylor  
Administrative Services

Professional  
Standards &  
Quality Control

Training

Grants

Special Projects

# 2013 Annual Report—Richland Police Department

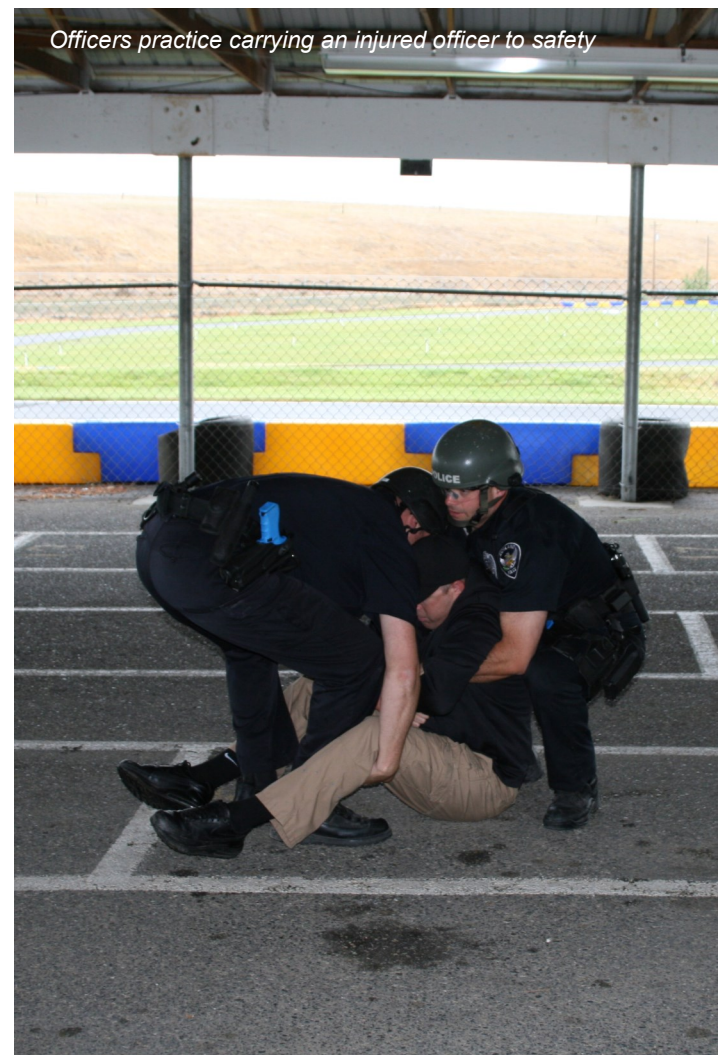
## ADMINISTRATIVE SERVICES — TRAINING

### Training

Richland PD places a strong emphasis on training. We focus our training on high risk and low frequency events. We also place an emphasis on scenario based training, which places officers into events that they are required to handle as they would in real situations. Officers are required to attend five training days that are spread throughout the year. In addition they have shorter monthly trainings, as well as squad level trainings, provided by their shift supervisors. Most Officers also attend various classes provided by outside sources throughout the year.

*The graph represents total training hours provided to all sworn RPD officers as well as the average hours per officer*

Department Training	2012	2013
Total Training Hours	7116	7816
Average Hours Per Officer	125	135



# 2013 Annual Report—Richland Police Department

## EMPLOYEE RECOGNITION



**Life Saving Award**  
Sgt Darryl Judge

**Achievement Award**  
Code Ofc Jason Montgomery



### **Distinguished Service Award**

Sgt Curtis Smith  
Cpl Tom Croskrey  
Ofc Eric Edwards  
Ofc Sam Grant  
Ofc Troy Glasgow  
Ofc Bonnie Meyer  
Ofc Luke Flohr  
Ofc Jeff Bickford  
Ofc Todd Woodhouse  
Det Roy Shepherd  
Det Dean Murstig  
Det Bob Benson  
Det Damon Jansen  
Det Athena Clark  
Evidence Tech Ashley Lucas



# 2013 Annual Report—Richland Police Department

## EMPLOYEE RECOGNITION



### New Hires

Code Officer Lindsey Blanchard  
Support Specialist Stephanie Dorko  
Support Specialist Erin Hogue  
Officer Chris Mason  
Officer Mike Hayter  
Officer Mackenzie Williams



### 5, 10, 15, 20, 35 year anniversaries

35 years –  
Corporal Scott Morrell  
20 years –  
Detective Roy Shepherd  
Officer Debbie Roe  
15 years –  
Officer Allen Jenkins  
10 years –  
Officer Ed Garcia  
Officer Sam Grant  
Code Officer Jason Montgomery  
Sergeant Darryl Judge  
Detective Bob Benson  
Officer Alex Hesla  
Detective Damon Jansen  
Detective Jarin Whitby  
Support Specialist Debbie Walker  
5 years –  
Officer Doug Doss  
Officer Todd Sharpe  
Officer Clinton Armitage  
Officer Eric Edwards  
Officer Jason Crouch

### Retirements

Officer David Clark







## Council Agenda Coversheet

Council Date: 03/18/2014

Category: Consent Calendar

Agenda Item: C1

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: APPROVE COUNCIL MEETING MINUTES

Department: City Attorney

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the minutes of the Council meeting held March 4, 2014.

Summary:

None.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

1) Draft 03/04/14 Council Meeting Minutes

City Manager Approved:

Hopkins, Marcia  
Mar 14, 10:28:15 GMT-0700 2014



## **MINUTES**

### **RICHLAND CITY COUNCIL REGULAR MEETING**

**Richland City Hall ~ 505 Swift Boulevard**

**Tuesday, March 4, 2014**

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#### **Pre-Meeting:**

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

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

Also present were Assistant City Manager Amundson, Deputy City Manager King, City Attorney Kintzley, Fire and Emergency Services Director Baynes, Public Works Director Rogalsky, Parks and Recreation Director Schiessl, and City Clerk Hopkins.

#### **1. Fire Station 74 Progress Report**

- Joe Schiessl, Parks and Recreation Director

Mr. Schiessl discussed the new site on the City Shops property, the cost savings, the state grant application process, the design/build method and other details of the project.

#### **2. Richland Arts Commission Composition and Purpose**

- Joe Schiessl, Parks and Recreation Director

Mr. Schiessl discussed the changes in the role of the Art Commissioners and suggested updating the Richland Municipal Code to reduce the membership of the commission and redesigning their responsibilities. Council agreed to discuss this topic at a future workshop.

#### **3. Railroad Crossing**

- Pete Rogalsky, Public Works Director

Mr. Rogalsky said a Washington Utility Transportation Commission administrative law judge ruled against the City's petition to add an at-grade railroad crossing at the proposed Center Parkway location. The petition has been a joint effort with the City of Kennewick and is needed to complete the Center Parkway street connection, a high priority of both cities since at least 2001. The judge supported the cities in two of three criteria, agreeing that extending the proposed street either over or under the railroad was not feasible, agreeing that the Cities' proposed safety features at the railroad crossing met and exceeded required standards, but the judge rejected the Cities' petition because he did not agree that the Cities adequately demonstrated that need for the new street connection outweighed the risk potential of train/vehicle

accidents. Mr. Rogalsky said an appeal will be filed regarding this decision and heard by the three-member Commission.

#### 4. Discussion of Meeting Agenda

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

#### **Regular Meeting:**

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

#### **Welcome and Roll Call:**

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

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

Also present were Assistant City Manager Amundson, Deputy City Manager King, City Attorney Kintzley, Administrative Services Director Koch, Fire and Emergency Services Director Baynes, Police Captain Taylor, Public Works Director Rogalsky, Parks and Recreation Director Schiessl, and City Clerk Hopkins.

#### **Pledge of Allegiance:**

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

#### **Approval of Agenda:**

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

#### **Presentations:**

1. Tri-Cities Visitor and Convention Bureau 2013 Annual Report by Kris Watkins, President & CEO

Ms. Watkins discussed the details of the 2013 Annual Report, highlighting the successes of the year and goals for 2014.

2. Hanford 300 Area Electric Distribution Project Video

Electrical System Supervisor Clint Whitney introduced the Department of Energy and Pacific Northwest National Laboratory staff in the audience and introduced the video about Richland Energy Services extending the electrical services to the Hanford 300 area and the partnerships that were developed in the process.

3. Richland Public Facility District Quarterly Report by Lisa Toomey, Executive Director

Ms. Toomey introduced Stan Jones, Richland Public Facility District Board Member and her colleague, Terry Thornhill. She and Mr. Thornhill reviewed the site and building plans, described the progress of the indoor and outdoor exhibits, explained their functions and showed many pictures of the project in Power Point. They also discussed the how the CRESHT museum collection will be used and stored. Ms. Toomey gave details of the grand opening dates and events in July.

4. Annual Report of the Planning Commission by Chairperson James Utz

Mr. Utz gave the details of the annual report, highlighting the accomplishments of the year and the 2014 goals.

**Public Comments:**

Assistant City Manager Amundson read the public comments procedures.

Hans Meyer, 244 Saint Court, Richland, WA, questioned if the infiltration project was needed and he would like to run an independent test on the water quality and asked about the options for a water infiltration system. He gave Council a copy of photos of the infiltration site.

Darrell Fisher, 229 Saint Street, Richland WA, said he is opposed to the infiltration system in their neighborhood. He attended Public Work's community meeting on the system and said City staff seemed to be unaware of the daylight basements and private wells close to the proposed system.

Linda Trumpour, 144 Bear Drive, Richland, WA, said her neighbor has four chickens that roam into neighbor's yards, attract hawks, dig holes, and leave droppings that may cause illnesses. She is aware that Richland allows chickens in the City limits and would like to see regulations developed regarding chickens kept in neighborhoods.

City Attorney Kintzley noted that residents can keep up to five chickens per Richland Municipal Code.

Lorin Clements, 209 Enterprise, Richland, WA, said he received notification of the community meeting on the infiltration system but said he did not receive the letter the City sent out on the topic. He believes the City is not addressing the concerns of residents with daylight basement and private wells and is opposed to the location.

Mayor Rose noted Council is scheduled to consider and take action on the infiltration system at their March 18 Council meeting.

Megan Myer, 244 Saint Court, Richland, WA, is opposed to the infiltration system location and is concerned with safety issues resulting from the system that could affect her family's backyard garden and pets.

David Goheen, 2016 Harris Avenue, Richland, WA, grew up in the neighborhood of the infiltration system and is opposed to its location as it would lessen the quality of the area.

Susan Brendel, 246 Saint Court, Richland, WA, said she is opposed to the infiltration system and does not believe the City gave the neighborhood enough advanced notice of the project. She has health concerns that could result from the location of the system.

David Geist, 113 Enterprise Drive, Richland, WA, said he is opposed to the location of the infiltration system and that it would be a fenced area and does not believe the City gave the neighborhood enough advanced notice of the project.

Mark Allen, 248 Saint Court, Richland, WA, attended the community meeting on the infiltration system and was disappointed in the City's justification of the infiltration system and is opposed to it and wants it stopped. He went to HDR Engineering, Inc., in Pasco, WA, who provided four options to the City's proposed infiltration system. He does not agree with Department of Ecology's approval of the project and doesn't agree the private wells and daylight basements located by the proposed system are safe.

**Consent Calendar:**

Assistant City Manager read the Consent items.

Minutes - Approval:

1. Council Minutes for Meeting Held February 18 and 25, 2014  
- Marcia Hopkins, City Clerk

Ordinances - First Reading:

2. Ordinance No. 06-14, Stevens Drive Extension Project - Eminent Domain Process  
- Pete Rogalsky, Public Works Director

Ordinances - Second Reading/Passage:

3. Ordinance No. 04-14, Franchise Agreement with the Benton County Public Utility District  
- Pete Rogalsky, Public Works Director

Resolutions - Adoption:

4. Resolution No. 22-14, Appointments to the Planning Commission: Marianne Boring and Amanda Wallner  
- Marcia Hopkins, City Clerk

Items for Approval:

5. Purchase and Sale Agreement with Shadow Mountain Industrial Properties for 15 Acres at Horn Rapids Industrial Park  
- Bill King, Deputy City Manager
6. Tourism Promotion Area Reserve Request by the Tri-City Regional Hotel-Motel Commission for 2014 Tourism Related Projects  
- Jon Amundson, Assistant City Manager
7. 2013 Budget Carryovers  
- Cathleen Koch, Administrative Services Director

Award of Bid - Approval:

8. Award of Bid to Tapani, Inc. for 2014 North Richland Well Field Site Improvements and Sand Replacement Project  
- Pete Rogalsky, Public Works Director

Expenditures - Approval:

9. February 10, 2014 - February 21, 2014, for \$3,966,290.00, including Check Nos. 209569-209912, Wire Nos. 5562-5575, Payroll Check Nos. 99353-99367, and Payroll Wire/ACH Nos. 8382-8412  
- Cathleen Koch, Administrative Services Director

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

**Reports and Comments:**

Council Member Kent recently attended a TRIDEC meeting and said the draft strategic vision on post clean-up Hanford will be available for comment in the next coming week and she will provide a copy for Council.

Council Member Christensen made comments regarding the Kiplinger report and said that Richland was the second out of ten top places to raise children in the U.S. He also noted he attended the grand opening of the Verizon store on George Washington Way.

Council Member Thompson said he attend the Energy Community Alliance meeting in Washington D.C. and gave the highlights. He suggested doing an analysis on the benefits and returns of the tourism efforts of the Tri-Cities Visitor and Convention Bureau to determine the value. He also acknowledged the concerns of the residents by the proposed site of the infiltration system and wanted more information on the system before the March 18 Council meeting.

Council Member Lemley gave details of the grand opening ceremony he attended for the Verizon store on George Washington Way.

**Adjournment:**

Mayor Rose adjourned the meeting at 8:48 p.m.

Respectfully Submitted,

---

Marcia Hopkins, City Clerk

**FORM APPROVED:**

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David W. Rose, Mayor

**DATE APPROVED:**



## Council Agenda Coversheet

Council Date: 03/18/2014

Category: Consent Calendar

Agenda Item: C2

Key Element: Key 2 - Infrastructure & Facilities

Subject: ORDINANCE NO. 06-14, EMINENT DOMAIN PROCESS FOR STEVENS DRIVE EXTENSION

Department: Public Works

Ordinance/Resolution: 06-14

Reference:

Document Type: Ordinance

### Recommended Motion:

Give second reading and pass Ordinance No. 06-14, establishing a process for use of eminent domain proceedings to acquire rights of way for the Stevens Drive South Extension project.

### Summary:

In May 2007, the City Council selected the Duportail / Stevens corridor as the preferred alternative to improve traffic mobility between central Richland and the areas of the City south of the Yakima River. Implementation of this corridor improvement includes constructing several new street segments across privately-owned property. Acquisition of private property for the new street segments follows strict regulations to ensure conformance with state and federal law. The regulations are formalized in an agreement between the City and the Washington State Department of Transportation (WSDOT) that assigns specific roles and responsibilities to City staff involved in the property acquisition process. The purpose of the agreement and regulations is to ensure the fair treatment and compensation of property owners whose property is needed for a new street segment.

Washington State law empowers City governments with the power of eminent domain as a tool to accomplish property acquisitions in pursuit of projects meeting the collective needs of the public. Eminent domain provides a method of acquiring private property and establishing just compensation when voluntary negotiations and administrative procedures fail to achieve the needed acquisition.

The Stevens Drive South Extension will establish a new street segment between the intersections of Stevens Drive and Lee Boulevard and Wellsian Way and Wellhouse Loop. The proposed street segment requires acquisition of property from several property owners. City staff has initiated negotiations with the affected property owners, following the procedures required by the City's agreement with WSDOT. None of the negotiations have progressed to a final agreement or an impasse. Staff proposes approval of the proposed ordinance to put the full range of processes, including eminent domain, in place at this early stage of the acquisition process. Staff believes this provides clarity and transparency to property owners and staff involved in the acquisition process.

The proposed ordinance includes a finding by the City Council that the Stevens Drive South Extension is a necessary public use. The ordinance provides authority for the City Manager to implement various activities to complete the property acquisitions after further consultation with the City Council. Staff recommends approval of the ordinance. Council approved first reading of the proposed ordinance at its March 4th meeting.

### Fiscal Impact?

☒ Yes ☐ No

Implementing eminent domain litigation will involve significant costs to the City. The proposed ordinance does not, by itself, commit the City to that process. Future Council decisions will be required to initiate eminent domain litigation. Council will be provided with staff analysis and recommendations as inputs to those future decisions. The approved budget for the Stevens Drive South Extension is estimated to be sufficient to meet the purchase price for all the needed property acquisitions.

### Attachments:

1) ORD 06-14 Stevens Extension - Eminent Domain

City Manager Approved:

Hopkins, Marcia  
Mar 14, 10:28:04 GMT-0700 2014

ORDINANCE NO. 06-14

AN ORDINANCE OF THE CITY OF RICHLAND authorizing the City Manager to acquire certain real property interests by negotiated voluntary purchase under threat of condemnation, by condemnation, or by settling condemnation litigation or entering administrative settlements for the purpose of extending Stevens Drive from Lee Boulevard to Wellsian Way; providing for severability; and establishing an effective date.

WHEREAS, in order to improve mobility, meet the current and planned travel demands of the City, and satisfy the current and future requirements and goals of the City of Richland Comprehensive Plan, it will be necessary for the City to construct new street segments as part of the Duportail / Stevens corridor strategy; and

WHEREAS, the City of Richland has planned and budgeted to extend Stevens Drive from Lee Boulevard to Wellsian Way, (referred to as "Stevens Drive South Extension Project"), which is a crucial component of the Duportail / Stevens corridor strategy; and

WHEREAS, in order to complete the Stevens Drive Extension Project, it has been determined that the City of Richland must acquire the property and property rights described in Exhibit A for the public uses of public travel and public parking; and

WHEREAS, Chapter 8.12 RCW delegates to cities the authority to use eminent domain for the purpose of condemning property for certain public needs; and

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

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

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

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

Section 2. Settlement: The City Manager is further authorized to settle condemnation litigation or enter administrative settlements (a settlement in lieu of initiating condemnation litigation) for the acquisition of the real property interests described in Exhibit 1. Such settlements shall be made only upon the recommendation of legal counsel, for amounts deemed to be a reasonable estimation of fair market value, and shall be subject to final approval by the City Council at an open public meeting.

Section 3. Public Use and Necessity Declared: The City of Richland City Council specifically finds construction of the Stevens Drive South Extension Project to be a public use, specifically the construction of public streets and public parking. The City Council specifically finds construction of the Stevens Drive South Extension Project to be necessary and in the best interests of the citizens and motorists within the City of Richland.

Section 4. Condemnation Proceedings Authorized: In addition to the authority granted to the City Manager in Section 1 above, the City Manager may further authorize the City Attorney to commence any such condemnation proceedings as may be useful or necessary to acquire the properties and property rights described in the attached Exhibit 1. Condemnation proceedings shall commence only upon a finding made by City Council, upon recommendation of the City Manager, that voluntary agreement for a reasonable settlement amount is not possible.

Section 5. Property Descriptions: The City Manager is additionally authorized to make minor amendments to the legal descriptions of properties described in the attached Exhibit 1 as may be necessary to correct scrivener's errors or to conform any legal description to the precise boundaries of the property actually acquired for construction of the Stevens Drive South Extension Project.

Section 6. Funds: The funds necessary to acquire the property by purchase or to pay just compensation adjudged due after condemnation shall be paid from the City of Richland's Capital Improvement Plan funds.

Section 7. Severability: Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 8. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

*[Signature Page to Follow]*

PASSED by the City Council of the City of Richland, at a regular meeting on the 18th day of March, 2014.

---

DAVID ROSE  
Mayor

ATTEST:

APPROVED AS TO FORM:

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MARCIA HOPKINS  
City Clerk

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HEATHER KINTZLEY  
City Attorney

Date Published: March 24, 2014

# **EXHIBIT 1**

## **Property Descriptions**

Portion of Parcel #1-1498-201-2502-001

A portion of the Northwest ¼ of Section 14, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

A portion of Lot 1 of Short Plat No. 2502, as recorded in Volume 1 of Short Plats, on Page 2502, records of said County and State, more particularly described as follows:

Beginning at the Northwest corner of said Lot 1; Thence South 00°51'13" East a distance of 90.22 feet, along the Westerly line of said Lot 1 to a point being located at SD-line Station 22+46.85 at 65.00 feet left, as shown on City of Richland Stevens Drive Extension right-of-way map filed under C3-078, (CRR) City of Richland Records, said point is lying on the Easterly right-of-way of Wellsian Way and is **TRUE POINT of BEGINNING**; Thence South 45°51'13" East a distance of 42.43 feet, leaving said Easterly right-of-way; Thence North 89°08'47" East a distance of 86.09 feet, to the beginning of a 315.00 foot radius tangent curve to the left; Thence Northeasterly a distance of 57.58 feet along the arc of said curve, through a central angle of 10°28'26", to a point on the Easterly line of said Lot 1; Thence South 00°50'56" East a distance of 70.97 feet, leaving said curve, along said Easterly line to the beginning of a 385.00 foot radius non-tangent curve (having a common radius point with the aforementioned curve); Thence Westerly a distance of 57.47 feet along the arc of said curve, through a central angle of 08°33'10", leaving said Easterly line; Thence South 89°08'47" West a distance of 86.09 feet, leaving said tangent curve; Thence South 44°08'47" West a distance of 42.43 feet, to a point being located at SD-Line Station 22+46.85 at 65.00 feet right and a point on said Easterly right-of-way of Wellsian Way; Thence North 00°51'13" West a distance of 130.00 feet along said Easterly right-of-way back to the true point of beginning.

Containing 13,052.97 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A"**.

**Together with**, a 10.00-foot wide temporary construction easement lying within said Lot 1 described as follows:

Said easement adjoining and lying Northwesterly of the Northwesterly proposed right-of-way described above, and Southeasterly of a line drawn parallel with and 45 feet Northwesterly of when measured at right angles to, the SD-line survey of proposed Stevens Drive Extension, and as depicted on the attached **Exhibit "A"**.

**Together with**, a 10.00-foot wide temporary construction easement lying within said Lot 1 described as follows:

Said easement adjoining and lying Southeasterly of the Southeasterly proposed right-of-way described above, and Northwesterly of a line drawn parallel with and 45 feet Southeasterly of when measured at right angles to, the SD-line survey of proposed Stevens Drive Extension, and as depicted on the attached **Exhibit "A"**.

See ROW Map  
C3-078 CRR

See ROW Map  
C3-078 CRR

C3-078 CRR

FILE NAME: 13-121A/13-117E  
DPRJRPLS 11-20-2013 1:10 PM

FILE NAME: 13-121A/13-117E  
DPRJRPLS 11-20-2013 1:10 PM

ELLIOTT ST.

E-LINE

W-LINE

SD-LINE

Proposed  
Stevens Dr.

Proposed  
Stevens Dr.

WELLSIAN WAY

Net 36,747.92 S.F.  
Gross 49,800.89 S.F.  
1-1498-201-2502-001

Net 36,747.92 S.F.  
Gross 49,800.89 S.F.  
1-1498-201-2502-001

1-1498-201-2502-001

1-1498-201-2502-002

C-1  $\Delta = 08^{\circ}33'10''$   
R = 385.00'  
L = 57.47'

C-2  $\Delta = 10^{\circ}28'26''$   
R = 315.00'  
L = 57.58'

C-3  $\Delta = 09^{\circ}22'52''$   
R = 350.00'  
L = 57.31'

C-4  $\Delta = 10^{\circ}49'18''$   
R = 305.00'  
L = 57.61'

C-5  $\Delta = 08^{\circ}20'05''$   
R = 395.00'  
L = 57.46'

C-1  $\Delta = 08^{\circ}33'10''$   
R = 385.00'  
L = 57.47'

C-2  $\Delta = 10^{\circ}28'26''$   
R = 315.00'  
L = 57.58'

C-3  $\Delta = 09^{\circ}22'52''$   
R = 350.00'  
L = 57.31'

C-4  $\Delta = 10^{\circ}49'18''$   
R = 305.00'  
L = 57.61'

C-5  $\Delta = 08^{\circ}20'05''$   
R = 395.00'  
L = 57.46'

C-1  $\Delta = 08^{\circ}33'10''$   
R = 385.00'  
L = 57.47'

C-2  $\Delta = 10^{\circ}28'26''$   
R = 315.00'  
L = 57.58'

C-3  $\Delta = 09^{\circ}22'52''$   
R = 350.00'  
L = 57.31'

C-4  $\Delta = 10^{\circ}49'18''$   
R = 305.00'  
L = 57.61'

C-5  $\Delta = 08^{\circ}20'05''$   
R = 395.00'  
L = 57.46'

C-2  $\Delta = 10^{\circ}28'26''$   
 $R = 315.00'$   
 $L = 57.58'$

C-2  $\Delta = 10^{\circ}28'26''$   
 $R = 315.00'$   
 $L = 57.58'$

C-2  $\Delta = 10^{\circ}28'26''$   
 $R = 315.00'$   
 $L = 57.58'$

C-3  $\Delta = 09^{\circ}22'52''$   
 $R = 350.00'$   
 $L = 57.31'$

C-3  $\Delta = 09^{\circ}22'52''$   
 $R = 350.00'$   
 $L = 57.31'$

C-3  $\Delta = 09^{\circ}22'52''$   
 $R = 350.00'$   
 $L = 57.31'$

C-4  $\Delta = 10^{\circ}49'18''$   
R = 305.00'  
L = 57.61'

C-4  $\Delta = 10^{\circ}49'18''$   
R = 305.00'  
L = 57.61'

C-4  $\Delta = 10^{\circ}49'18''$   
R = 305.00'  
L = 57.61'

C-5  $\Delta = 08^{\circ}20'05''$   
 $R = 395.00'$   
 $L = 57.46'$

C-5  $\Delta = 08^{\circ}20'05''$   
 $R = 395.00'$   
 $L = 57.46'$

C-5  $\Delta = 08^{\circ}20'05''$   
 $R = 395.00'$   
 $L = 57.46'$

P/L

L-1	S 45°51'13" E	42.43'
L-2	S 44°08'47" W	42.43'
L-3	N 89°08'47" E	96.09'
L-4	N 45°51'13" W	14.14'
L-5	S 00°50'56" E	10.18'
L-6	N 44°08'47" E	14.14'
L-7	N 89°08'47" E	96.09'
L-8	N 00°50'56" W	10.11'

P/L

L-1	S 45°51'13" E	42.43'
L-2	S 44°08'47" W	42.43'
L-3	N 89°08'47" E	96.09'
L-4	N 45°51'13" W	14.14'
L-5	S 00°50'56" E	10.18'
L-6	N 44°08'47" E	14.14'
L-7	N 89°08'47" E	96.09'
L-8	N 00°50'56" W	10.11'

P/L

L-1	S 45°51'13" E	42.43'
L-2	S 44°08'47" W	42.43'
L-3	N 89°08'47" E	96.09'
L-4	N 45°51'13" W	14.14'
L-5	S 00°50'56" E	10.18'
L-6	N 44°08'47" E	14.14'
L-7	N 89°08'47" E	96.09'
L-8	N 00°50'56" W	10.11'

P/L

L-1	S 45°51'13" E	42.43'
L-2	S 44°08'47" W	42.43'
L-3	N 89°08'47" E	96.09'
L-4	N 45°51'13" W	14.14'
L-5	S 00°50'56" E	10.18'
L-6	N 44°08'47" E	14.14'
L-7	N 89°08'47" E	96.09'
L-8	N 00°50'56" W	10.11'

P/L

L-1	S 45°51'13" E	42.43'
L-2	S 44°08'47" W	42.43'
L-3	N 89°08'47" E	96.09'
L-4	N 45°51'13" W	14.14'
L-5	S 00°50'56" E	10.18'
L-6	N 44°08'47" E	14.14'
L-7	N 89°08'47" E	96.09'
L-8	N 00°50'56" W	10.11'

P/L

L-1	S 45°51'13" E	42.43'
L-2	S 44°08'47" W	42.43'
L-3	N 89°08'47" E	96.09'
L-4	N 45°51'13" W	14.14'
L-5	S 00°50'56" E	10.18'
L-6	N 44°08'47" E	14.14'
L-7	N 89°08'47" E	96.09'
L-8	N 00°50'56" W	10.11'

P/L

L-1	S 45°51'13" E	42.43'
L-2	S 44°08'47" W	42.43'
L-3	N 89°08'47" E	96.09'
L-4	N 45°51'13" W	14.14'
L-5	S 00°50'56" E	10.18'
L-6	N 44°08'47" E	14.14'
L-7	N 89°08'47" E	96.09'
L-8	N 00°50'56" W	10.11'

P/L

L-1	S 45°51'13" E	42.43'
L-2	S 44°08'47" W	42.43'
L-3	N 89°08'47" E	96.09'
L-4	N 45°51'13" W	14.14'
L-5	S 00°50'56" E	10.18'
L-6	N 44°08'47" E	14.14'
L-7	N 89°08'47" E	96.09'
L-8	N 00°50'56" W	10.11'

2-2

13-117 FC

Scale: 1"=50'

Date: 11-20-13

13-117 E

Drawn: DRPJR

CHECKED:BJL

Portion of Parcel #1-1498-201-2502-002

A portion of the Northwest ¼ of Section 14, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

A portion of Lot 2 of Short Plat No. 2502, as recorded in Volume 1 of Short Plats, on Page 2502, records of said County and State, more particularly described as follows:

Beginning at the Northwest corner of said Lot 2; Thence South 00°50'56" East a distance of 107.39 feet, along the Westerly line of said Lot 2, to the **TRUE POINT of BEGINNING**; said point being located at SD-Line Station 24+26.92 at 35.00 feet left, as shown on City of Richland Stevens Drive Extension right-of-way map filed under C3-078, (CRR) City of Richland Records, to the beginning of a 315.00 foot radius non-tangent curve having a radial bearing of North 11°19'39" West; Thence Northeasterly a distance of 204.90 feet along the arc of said curve, through a central angle of 37°16'10", to a point lying South 00°50'37" East a distance of 1.77 feet from the Northeast corner of said Lot 2, to a point on the Easterly line of said Lot 2; Thence South 00°50'37" East a distance of 94.57 feet, leaving said non-tangent curve, to the beginning of a 385.00 foot radius non-tangent curve (having a common radius point with the aforementioned curve); Thence Westerly a distance of 192.94 feet along the arc of said curve, through a central angle of 28°42'46", to a point being located at SD-Line Station 24+15.19 at 35.00 feet right, as shown on said right-of-way map, leaving said Easterly line; Thence North 00°50'56" West a distance of 70.97 feet along said Westerly line of said Lot 2, back to the true point of beginning.

Containing 13,863.18 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A"**.

**Together with**, a 10.00-foot wide temporary construction easement lying within said Lot 2, described as follows:

Said easement adjoining and lying Northwesterly of the Northwesterly proposed right-of-way described above, and Southeasterly of a line drawn parallel with and 45 feet Northwesterly of when measured at right angles to, the SD-line survey of proposed Stevens Drive Extension, and as depicted on the attached **Exhibit "A"**.

**Together with**, a 10.00-foot wide temporary construction easement lying within said Lot 2, described as follows:

Said easement adjoining and lying Southeasterly of the Southeasterly proposed right-of-way described above, and Northwesterly of a line drawn parallel with and 45 feet Southeasterly of when measured at right angles to, the SD-line survey of proposed Stevens Drive Extension, and as depicted on the attached **Exhibit "A"**.

FILE NAME: 13-121A/13-116E  
DPRJRLS 11-06-2013 8:15APM

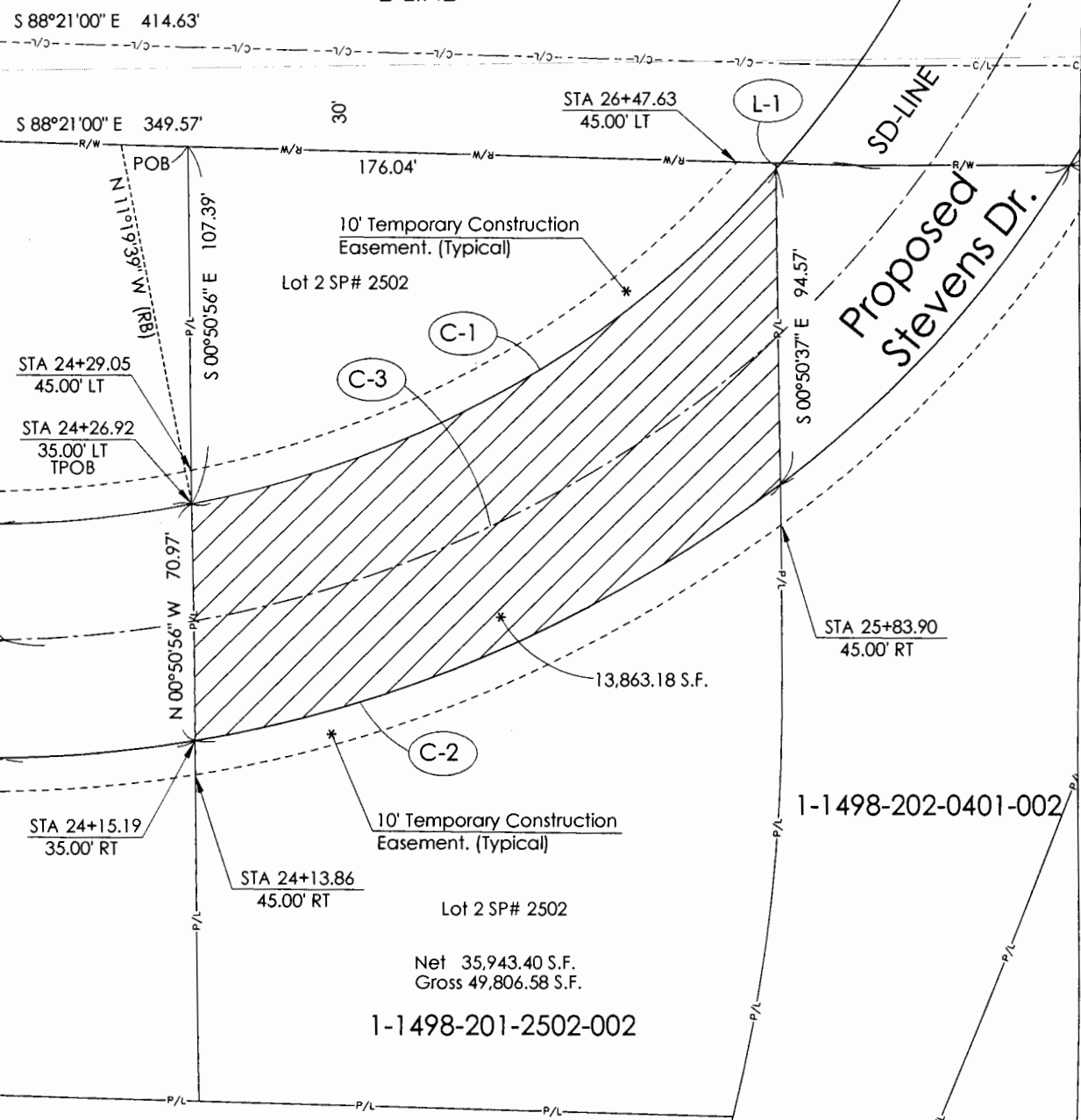
EXHIBIT "A"  
See ROW Map  
C3-078 CRR

ELLIOTT ST.

E-LINE

SD-LINE

Proposed  
Stevens Dr.



- C-1  $\Delta = 37^\circ 16' 10''$   
 $R = 315.00'$   
 $L = 204.90'$
- C-2  $\Delta = 28^\circ 42' 46''$   
 $R = 385.00'$   
 $L = 192.94'$
- C-3  $\Delta = 32^\circ 21' 03''$   
 $R = 350.00'$   
 $L = 197.62'$
- L-1  $S 00^\circ 50' 37'' E 1.77'$

2-3

13-116 FC

13-116E	Scale: 1"=50'	Date: 11-06-13
	Drawn: DRPJR	CHECKED: BJL

Portion of Parcel #1- 1498-202-0401-002

A portion of the Northwest  $\frac{1}{4}$  of Section 14, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

A portion of Lot 2 of Block 401 of the Plat of Richland, as recorded in Volumes 6 & 7 of Plats, records of said County and State, more particularly described as follows:

Beginning at the Northwest corner of said Lot 2 and the **TRUE POINT of BEGINNING**; said point being located at SD-Line Station 26+56.05 at 36.19 feet left, as shown on City of Richland Stevens Drive Extension right-of-way map filed under C3-078, (CRR) City of Richland Records; Thence South  $88^{\circ}21'00''$  East a distance of 24.13 feet, along the Southerly right-of-way of Elliott Street, and the Northerly line of said Lot 2, (as shown on said Plat); Thence South  $89^{\circ}56'22''$  East a distance of 64.05 feet to the beginning of a 385.00 foot radius non-tangent curve having a radial bearing of North  $57^{\circ}25'12''$  West; Thence Southwesterly a distance of 129.68 feet along the arc of said curve, through a central angle of  $19^{\circ}17'59''$ , to a point on the Westerly line of said Lot 2 said point being located at SD-Line Station 25+90.59 at 35.00 feet right, leaving said Southerly right-of-way and Northerly line; Thence North  $00^{\circ}50'37''$  West a distance of 94.57 feet, leaving said non-tangent curve along said Westerly line of said Lot 2, to a point on the Northerly right-of-way of said proposed Stevens Drive Extension; Thence continuing North  $00^{\circ}50'37''$  West a distance of 1.77 feet along said Westerly line back to the true point of beginning.

Containing 4,694.28 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A"**.

**Together with**, a 10.00-foot wide temporary construction easement lying within said Lot 2, described as follows:

Said easement adjoining and lying Southeasterly of the Southeasterly proposed right-of-way described above, and Northwesterly of a line drawn parallel with and 45 feet Southeasterly of when measured at right angles to, the SD-line survey of proposed Stevens Drive Extension, and as depicted on the attached **Exhibit "A"**.

13-115  
Drpjrpls



FILE NAME: 13-121A/13-115E  
DPRJRLS 12-17-2013 12:05 PM

# EXHIBIT "A"

See ROW Map  
C3-078 CRR

SD-LINE  
Proposed  
Stevens Dr.

E-LINE

ELLIOTT ST.

STA 26+56.05  
36.19' LT  
TPOB

N 57°25'12" W (RB)

STA 27+14.11  
45.00' RT

4,694.28 S.F.

STA 25+90.59  
35.00' RT

N 00°50'37" W 94.57'

STA 25+83.90  
45.00' RT

10' Temporary Construction  
Easement. (Typical)

LOT 2 BLK. 401

Net 60,391.56 S.F.  
Gross 60,391.56 S.F.

1-1498-202-0401-002

1-1498-202-0401-003

2-4

13-115FC

C-1  $\Delta = 19^\circ 17' 59''$   
R = 385.00'  
L = 129.68'

C-2  $\Delta = 11^\circ 03' 59''$   
R = 350.00'  
L = 67.60'

L-1 S 88°21'00" E  
24.13'

L-2 S 89°56'22" E  
64.05'

L-3 N 00°50'37" E  
1.77'

Scale: 1" = 40'

Date: 12-17-13

13-115E

Drawn: DRPJR

CHECKED: BJL

Portion of Parcel #1-1198-302-0405-006

A portion of the Southwest ¼ of Section 11, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

A portion of Lot 6 of Block 405 of the Plat of Richland, as recorded in Volumes 6 & 7 of Plats, records of said County and State, more particularly described as follows:

Beginning at the Northwest corner of said Lot 6, said point being located at RR-Line Station 59+99.67 at 30.00 feet right, as shown on City of Richland Stevens Drive Extension right-of-way map filed under C3-078, (CRR) City of Richland Records; Thence North 88°31'32" East a distance of 0.33 feet, along the Southerly right-of-way of Railroad Street, and the Northerly line of said Lot 6, as shown on said Plat of Richland, to a point being located at RR-Line Station 60+00.00 at 30.00 feet right, as shown on said right-of-way map, to the **TRUE POINT of BEGINNING**; Thence continuing North 88°31'32" East a distance of 99.60 feet, along said Southerly right-of-way, and said Northerly line, to the beginning of a 193.71 foot radius tangent curve, to the left; Thence Northeasterly a distance of 155.57 feet along the arc of said curve, through a central angle of 46°00'56", to the most Northerly corner of said Lot 6; Thence South 47°05'52" East a distance of 20.07 feet along the Northerly line of said Lot 6, to a point being located at SD-Line Station 34+60.98 at 35.00 feet right; Thence South 20°54'10" West a distance of 147.90 feet, leaving said Northerly line, to the beginning of a 1465.00 foot radius tangent curve, to the left; Thence Southwesterly a distance of 222.26 feet along the arc of said curve, through a central angle of 08°41'33", to the beginning of a 50.00 foot radius tangent compound curve, to the left; Thence Southeasterly a distance of 76.85 feet along the arc of said curve, through a central angle of 88°03'45", leaving said curve, to the beginning of a 944.12 foot radius tangent reverse curve, to the right; Thence Southeasterly a distance of 6.81 feet along the arc of said curve, through a central angle of 00°24'48", to a point being located at F-line Station 0+86.74 at 30.00 feet left, as shown on said right-of-way map, and leaving said curve, to a point on the Easterly line of said Lot 6; Thence South 21°32'25" West a distance of 63.22 feet, leaving said curve, along said Easterly line, to the beginning of a 50.00 foot radius non-tangent curve, having a radial bearing of South 04°22'21" East; Thence Southwesterly a distance of 69.75 feet along the arc of said curve, through a central angle of 79°55'52", leaving said Easterly line, to the beginning of a 1465.00 foot radius tangent reverse curve, to the right, (having a common radius with the aforementioned 1465.00 radius curve); Thence Southerly a distance of 33.47 feet along the arc of said curve, through a central angle of 01°18'33", leaving said curve, to the beginning of a 385.00 foot radius tangent compound curve, to the right; Thence Southwesterly a distance of 98.16 feet along the arc of said curve, through a central angle of 14°36'27", leaving said curve, to a point on the Easterly line of said Lot 6; Thence South 21°32'25" West a distance of 23.69 feet, leaving said right-of-way, to a point being located at SD-Line Station 27+69.93 at 34.68 feet right, to the Southeast corner of said Lot 6, and a point on the Northerly right-of-way of said Elliott Street; Thence North 89°56'22" West a distance of 69.93 feet along Southerly line of said Lot 6, and said Northerly right-of-way of said Elliott Street, to the Southwest corner of said Lot 6; Thence North 00°50'37" West a distance of 13.55 feet, along said Westerly line of Lot 6, to the beginning of a 315.00 foot radius non-tangent curve, (having a common radius point with the aforementioned 385.00 foot radius curve); Thence Northeasterly a distance of 113.99 feet along the arc of said curve, through a central angle of 20°44'00", leaving said Westerly line of said Lot 6, to the beginning of a 1535.00 foot radius tangent reverse curve, to the left, (having a common radius with the aforementioned 1465.00 radius curve); Thence Northeasterly a distance of 425.69 feet along the arc of said

curve, through a central angle of  $15^{\circ}53'22''$ , to a point being located at SD-line Station 32+96.69 at 35.00 feet left, leaving said curve, to the beginning of a 50.00 foot radius tangent reverse curve, to the left; Thence Northwesterly a distance of 82.57 feet along the arc of said curve, through a central angle of  $94^{\circ}36'56''$ , leaving said curve, to the beginning of a 320.00 foot radius tangent compound curve, to the left; Thence Northwesterly a distance of 95.70 feet along the arc of said curve, through a central angle of  $17^{\circ}08'08''$ , back to the true point of beginning.

Containing 54,335.15 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A"**.

**Together with**, a 10.00-foot wide **Temporary Construction Easement** lying within said Lot 6, described as follows:

Said easement adjoining and lying Westerly of the Westerly proposed right-of-way described above, and Easterly of a line drawn parallel with and 45 feet Westerly of when measured at right angles to, the SD-line survey of proposed Stevens Drive Extension, as depicted on the attached **Exhibit "A"**.

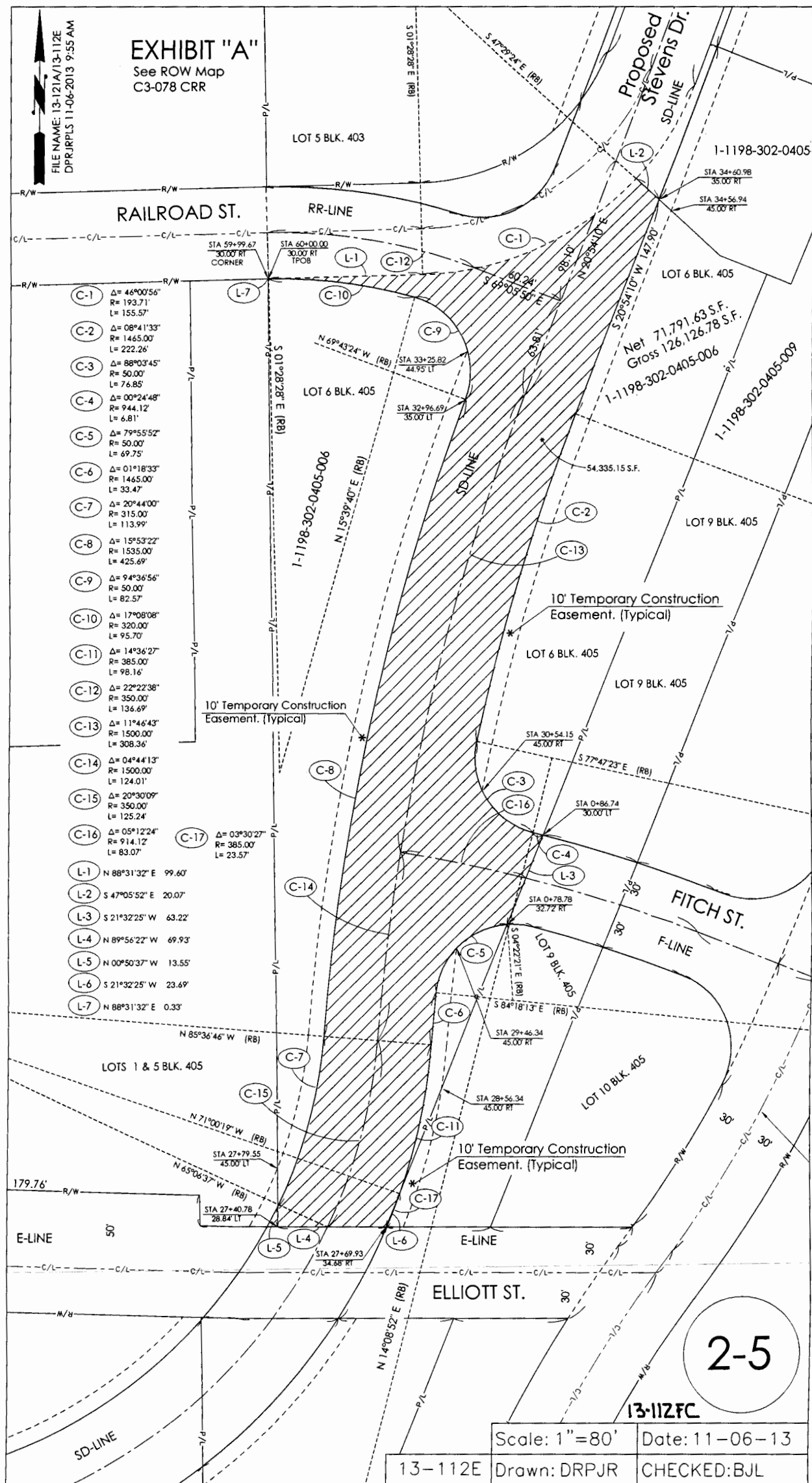
**Together with**, a 10.00-foot wide temporary construction easement lying within said Lot 6, described as follows:

Said easement adjoining and lying Easterly of the Easterly proposed right-of-way described above, and Westerly of a line drawn parallel with and 45 feet Easterly of when measured at right angles to, the SD-line survey of proposed Stevens Drive Extension, and as depicted on the attached **Exhibit "A"**.

13-112  
Drpjrpls

FILE NAME: 13-121A/13-112E  
DPRJPLS 11-06-2013 9:55 AM

**EXHIBIT "A"**  
See ROW Map  
C3-078 CRR



Portion of Parcel #1-1198-302-0405-009

A portion of the Southwest  $\frac{1}{4}$  of Section 11, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

A portion of Lot 9 of Block 405 of the Plat of Richland, as recorded in Volumes 6 & 7 of Plats, records of said County and State, more particularly described as follows:

Beginning at the Southeast corner of said Lot 9, said point being located at SD-line Station 27+90.15 at 97.99 feet right, as shown on City of Richland Stevens Drive Extension right-of-way map filed under C3-078, (CRR) City of Richland Records; Thence North  $21^{\circ}32'25''$  East a distance of 194.76 feet, along the Easterly line of said Lot 9 to a point being located at F-line Station 1+44.58 at 30.00 feet right, and the **TRUE POINT of BEGINNING**, and the beginning of a 884.12 foot radius non-tangent curve, having a radial bearing of South  $18^{\circ}11'12''$  West; Thence Northwesterly a distance of 46.89 feet along the arc of said curve, through a central angle of  $03^{\circ}02'19''$ , to the beginning of a 50.00 foot radius tangent compound curve, to the left; Thence Westerly a distance of 17.03 feet along the arc of said curve, through a central angle of  $19^{\circ}31'14''$ , to a point being located at F-line Station 0+78.78 at 32.72 feet right, to a point on the Westerly line of said Lot 9; Thence North  $21^{\circ}32'25''$  East a distance of 63.22 feet, leaving said curve, along said Westerly line, to the beginning of a 944.12 foot radius non-tangent curve, (having a common radius point with the aforementioned 884.12 foot radius curve); Thence Southeasterly a distance of 63.26 feet along the arc of said curve, through a central angle of  $03^{\circ}50'20''$ , to a point on the Easterly line of said Lot 9; Thence South  $21^{\circ}32'25''$  West a distance of 60.10 feet, leaving said curve, along said Easterly line, back to the true point of beginning.

Containing 3,810.96 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A"**.

**Together with:** A portion of the Southwest  $\frac{1}{4}$  of Section 11, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

A portion of Lot 9 of Block 405 of the Plat of Richland, as recorded in Volumes 6 & 7 of Plats, records of said County and State, more particularly described as follows:

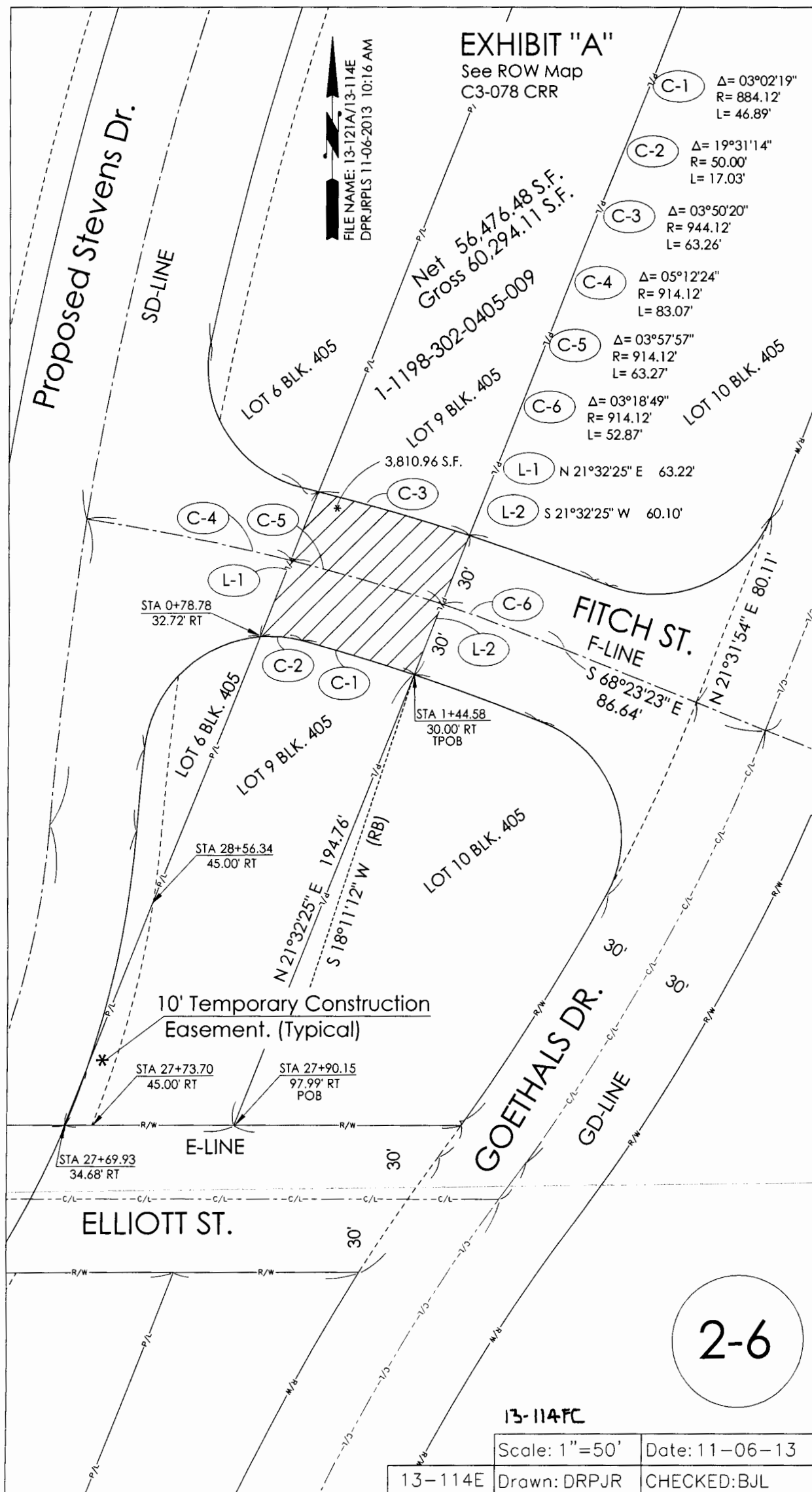
Beginning at the Southeast corner of said Lot 9, said point being located at SD-line Station 27+90.15 at 97.99 feet right, as shown on City of Richland Stevens Drive Extension right-of-way map filed under C3-078, (CRR) City of Richland Records; Thence North  $89^{\circ}56'22''$  West a distance of 67.35 feet, along the Southerly line of said Lot 9, to a point being located at SD-line Station 27+70.05 at 35.00 feet right, and the **TRUE POINT of BEGINNING**; Thence continuing North  $89^{\circ}56'22''$  West a distance of 0.35 feet, along said Southerly line, to the Southwest corner of said Lot 9, to a point being located at SD-line Station 27+69.93 at 34.68 feet right; Thence North  $21^{\circ}32'25''$  East a distance of 23.69 feet, leaving said Southerly line, along the Westerly line of said Lot 9, and the beginning of a 385.00 foot radius non-tangent curve, having a radial bearing of North  $71^{\circ}00'19''$  West; Thence Southwesterly a distance of 23.57 feet along the arc of said curve, through a central angle of  $03^{\circ}30'27''$ , back to the true point of beginning.

Containing 6.67 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "B"**.

**Together with**, a 10.00-foot wide temporary construction easement lying within said Lot 9, described as follows:

Said easement adjoining and lying Easterly of the Easterly proposed right-of-way described above, and Westerly of a line drawn parallel with and 45 feet Easterly of when measured at right angles to, the SD-line survey of proposed Stevens Drive Extension, as depicted on the attached **Exhibits "A" & "B"**.

13-114  
Drpjrpls



2-6

13-114FC

Scale: 1"=50'	Date: 11-06-13
Drawn: DRPJR	CHECKED:BJL

13-114E



FILE NAME: 13-121A/13-113E  
DPRJRLS 11-06-2013 10:18 AM

# EXHIBIT "B"

See ROW Map  
C3-078 CRR

SD-LINE  
Proposed Stevens Dr.

LOT 6 BLK. 405

STA 28+56.34  
45.00' RT

10' Temporary Construction  
Easement. (Typical)

1-1198-302-0405-009

LOT 9 BLK. 405

N 71°00'19" W (RB)

N 67°29'52" W (RB)

N 21°32'25" E  
23.69'

$\Delta = 03^\circ 30' 27''$   
R = 385.00'  
L = 23.57'

6.67 S.F.

STA 27+73.70  
45.00' RT

N 89°56'22" W 67.35'

N 89°56'22" W 0.35'

STA 27+70.05  
35.00' RT  
TPOB

STA 27+69.93  
34.68' RT

N 21°32'25" E 194.76'

STA 27+90.15  
97.99' RT  
POB

E-LINE  
ELLIOTT ST.

2-6

13-113 FC

Scale: 1"=20'

Date: 11-06-13

13-113E

Drawn: DRPJR

CHECKED: BJL

Portion of Parcel #1-1198-302-0405-010

A portion of the Southwest ¼ of Section 11, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

A portion of Lot 10 of Block 405 of the Plat of Richland, as recorded in Volumes 6 & 7 of Plats, records of said County and State, more particularly described as follows:

Beginning at the Southwest corner of said Lot 10, said point being located at SD-line Station 27+90.15 at 97.99 feet right, as shown on City of Richland Stevens Drive Extension right-of-way map filed under C3-078, (CRR) City of Richland Records; Thence North 21°32'25" East a distance of 194.76 feet, along the Westerly line of said Lot 10, to a point being located at F-line Station 1+44.58 at 30.00 feet right, and the **TRUE POINT of BEGINNING**; and the beginning of a 884.12 foot radius non-tangent curve, having a radial bearing of South 18°11'12" West; Thence Southeasterly a distance of 52.83 feet along the arc of said curve, through a central angle of 03°25'25", leaving said Westerly line; Thence South 68°23'23" East a distance of 2.28 feet, leaving said curve, to the beginning of a 50.00 foot radius tangent curve, to the right; Thence Southeasterly a distance of 84.06 feet along the arc of said curve, through a central angle of 96°19'17", to a point being located at F-Line Station 2+51.19 at 85.51 feet right, to a point on the Westerly right-of-way of Goethals Drive as shown on said Plat of Richland, and the beginning of a 766.64 foot radius non-tangent curve, having a radial bearing of North 62°04'06" West; Thence Northeasterly a distance of 85.64 feet along the arc of said curve, through a central angle of 06°24'00", along said Westerly right-of-way, leaving said curve; Thence North 21°31'54" East a distance of 80.11 feet, to a point being located at F-Line Station 2+55.74 at 80.07 feet left, along said Westerly right-of-way, leaving said curve, to the beginning of a 50.00 foot radius non-tangent curve, having a radial bearing of North 68°28'06" West; Thence Southwesterly a distance of 78.61 feet along the arc of said curve, through a central angle of 90°04'43", leaving said Westerly right-of-way; Thence North 68°23'23" West a distance of 6.53 feet, leaving said curve, to the beginning of a 944.12 foot radius tangent curve, to the left, (having a common radius point with the aforementioned 884.12 foot radius curve); Thence Northwesterly a distance of 52.90 feet along the arc of said curve, through a central angle of 03°12'37", to a point on said Westerly line of said Lot 10; Thence South 21°32'25" West a distance of 60.10 feet, along said Westerly line, back to the true point of beginning.

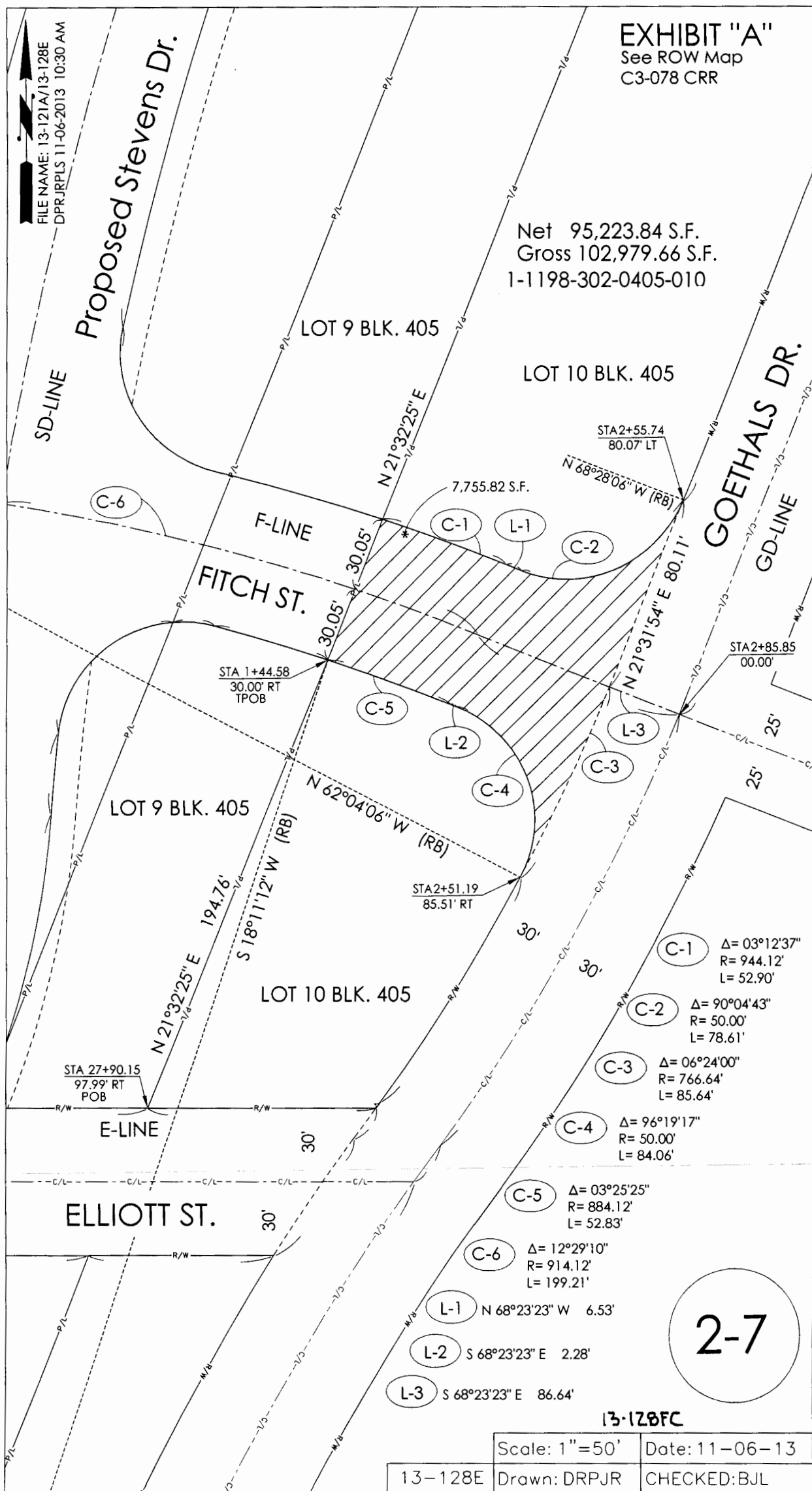
Together with and subject to easements, covenants, restrictions and reservations of record and in view.

Containing 7,755.82 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A"**.

FILE NAME: 13-121A/13-128E  
DPRJPLS 11-06-2013 10:30 AM

EXHIBIT "A"  
See ROW Map  
C3-078 CRR

Net 95,223.84 S.F.  
Gross 102,979.66 S.F.  
1-1198-302-0405-010



2-7

13-128FC

Scale: 1"=50'	Date: 11-06-13
Drawn: DRPJR	CHECKED: BJL

13-128E

Portion of Parcel #1-1198-302-0405-011

A portion of the Southwest  $\frac{1}{4}$  of Section 11, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

A portion of Lots 1 and 5 of Block 405 of the Plat of Richland, as recorded in Volumes 6 & 7 of Plats, records of said County and State, more particularly described as follows:

A portion of Quit Claim Deed, recorded under Auditor's file No. 2001-029641, records of said County and State, more particularly described as follows:

Beginning at the Southeast corner of said Lot 5, and said Quit Claim Deed, said point being located at SD-line Station 27+40.78 at 28.84 feet left, as shown on City of Richland Stevens Drive Extension right-of-way map filed under C3-078, (CRR) City of Richland Records, and the **TRUE POINT of BEGINNING**; Thence North  $89^{\circ}56'22''$  West a distance of 6.95 feet, along the Southerly line of said Lot 5, and said Quit Claim Deed, and the beginning of a 315.00 foot radius non-tangent curve, having a radial bearing of North  $62^{\circ}07'38''$  West; Thence Northeasterly a distance of 15.13 feet along the arc of said curve, through a central angle of  $02^{\circ}45'08''$ , to a point being located at, SD-Line Station 27+54.05 at 35.00 feet left, leaving said Southerly line, to a point on the Easterly line of said Lot 5 and said Quit Claim Deed; Thence South  $00^{\circ}50'37''$  East a distance of 13.55 feet, along said Easterly line, and said Deed, back to the true point of beginning.

Containing 46.15 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A"**.

**Together with**, a 10.00-foot wide temporary construction easement lying within said Lot 5, described as follows:

Said easement adjoining and lying Westerly of the Westerly right-of-way described above, and Easterly of a line drawn parallel with and 45 feet Westerly of when measured at right angles to, the SD-line survey of proposed Stevens Drive Extension, and as depicted on the attached **Exhibit "A"**.

13-110  
Drpjrpls

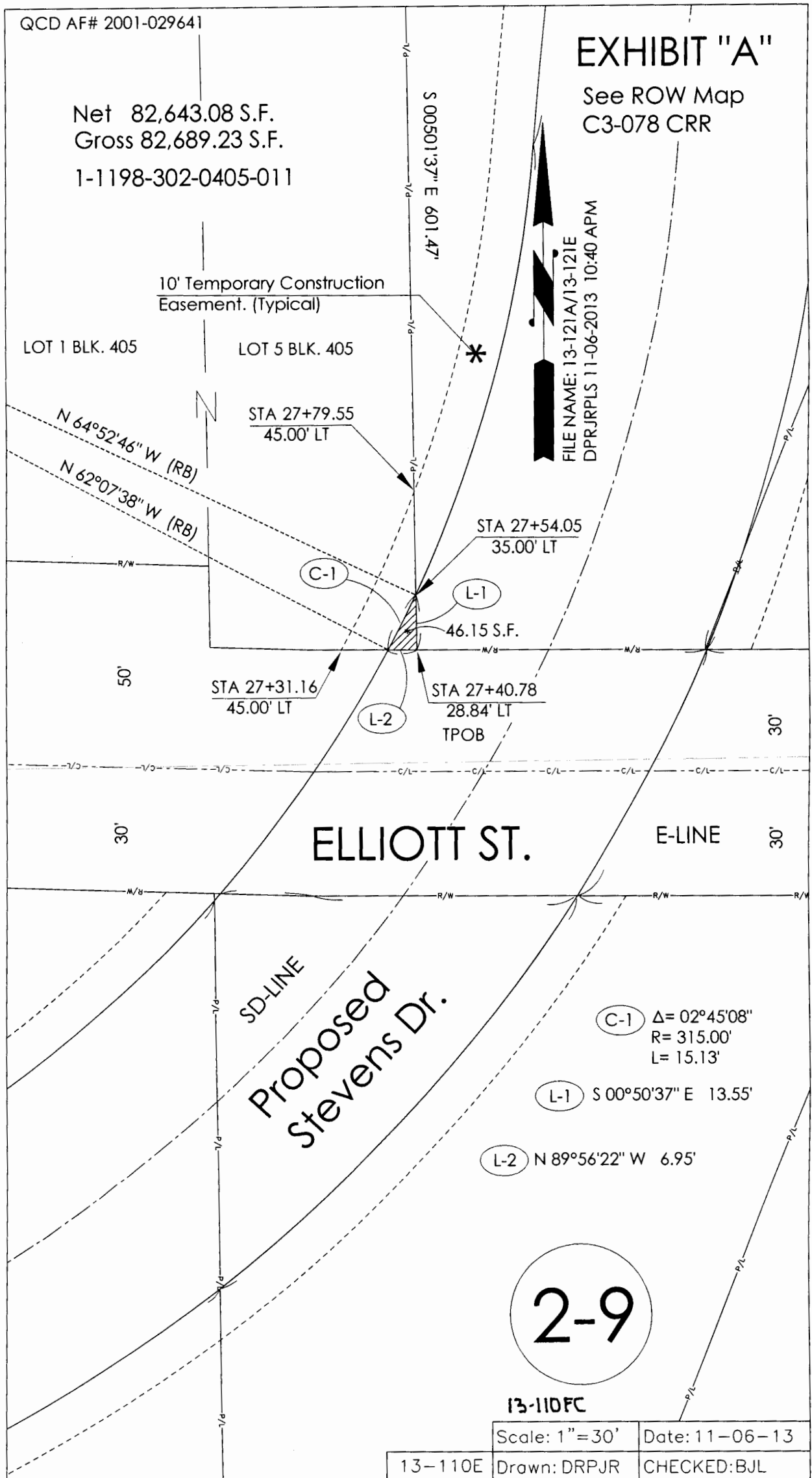
QCD AF# 2001-029641

Net 82,643.08 S.F.  
Gross 82,689.23 S.F.  
1-1198-302-0405-011

## EXHIBIT "A"

See ROW Map  
C3-078 CRR

FILE NAME: 13-121A/13-121E  
DPRJPLS 11-06-2013 10:40 APM



Portion of Parcel #1-1198-302-0405-008

A portion of the Southwest  $\frac{1}{4}$  of Section 11, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

A portion of Lot 8 of Block 405 of the Plat of Richland, as recorded in Volumes 6 & 7 of Plats, records of said County and State, more particularly described as follows:

Beginning at the Southeast corner of said Lot 8; Thence North  $21^{\circ}32'25''$  East a distance of 234.22 feet along the Easterly line of said Lot 8 to the Northeast corner of said Lot, and a point on the Southerly right-of-way of Gillespie Street as shown on said Plat of Richland, said point being located at G-Line Station 71+52.92 at 29.56 feet right, as shown on City of Richland Stevens Drive Extension right-of-way map filed under C3-078, (CRR) City of Richland Records, and the **TRUE POINT of BEGINNING**; Thence South  $21^{\circ}32'25''$  West a distance of 0.44 feet, along said Easterly line of said Lot 8, leaving said Southerly right-of-way; Thence North  $68^{\circ}26'24''$  West a distance of 46.31 feet, leaving said Easterly line; to the beginning of a 320.00 foot radius tangent curve to the left; Thence Northwesterly a distance of 9.48 feet along the arc of said curve, through a central angle of  $01^{\circ}41'53''$ , to the beginning of a 50.00 foot radius tangent compound curve to the left; Thence Westerly a distance of 31.28 feet along the arc of said curve, through a central angle of  $35^{\circ}50'31''$ , said point is also on the Easterly right-of-way of Railroad Street, and the Westerly line of said Lot 8; Thence North  $42^{\circ}59'10''$  East a distance of 25.39 feet, to the Northwest corner of said Lot 8 and the intersection of said Easterly right-of-way of Railroad Street, and said Southerly right-of-way of said Gillespie Street, leaving said curve, to the beginning of a 331.56 foot radius non-tangent curve, having a radial bearing of North  $37^{\circ}45'29''$  East; Thence Southeasterly a distance of 76.74 feet along the arc of said curve, through a central angle of  $13^{\circ}15'39''$ , along said Southerly right-of-way of Gillespie Street, leaving said Easterly right-of-way of Railroad Street, back to the true point of beginning.

Containing 516.75 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A"**.

**Together with**, a portion of Lot 8 of Block 405 of the Plat of Richland, as recorded in Volumes 6 & 7 of Plats, records of said County and State, more particularly described as follows:

Beginning at the Southeast corner of said Lot 8; Thence North  $68^{\circ}29'06''$  West a distance of 106.66 feet along the Southerly line of said Lot 8 to the Southwest corner of said Lot, and a point on the Easterly right-of-way of Railroad Street as shown on said Plat of Richland, said point being located at SD-Line Station 35+68.25 at 30.00 feet right, and the **TRUE POINT of BEGINNING**; Thence North  $20^{\circ}54'10''$  East a distance of 110.09 feet, along the Westerly line of said Lot 8 and said Easterly right-of-way, to the beginning of a 271.56 foot radius tangent curve to the right; Thence Northeasterly a distance of 52.17 feet along the arc of said curve, through a central angle of  $11^{\circ}00'26''$ , along said Easterly right-of-way, of said Railroad Street, and said Westerly line of said Lot 8; Thence South  $20^{\circ}54'10''$  West a distance of 160.23 feet, leaving said curve, and said Easterly right-of-way and said Westerly line, to a point on said Southerly line of said Lot 8; Thence North  $68^{\circ}29'06''$  West a distance of 5.00 feet, along said Southerly line, back to the true point of beginning.

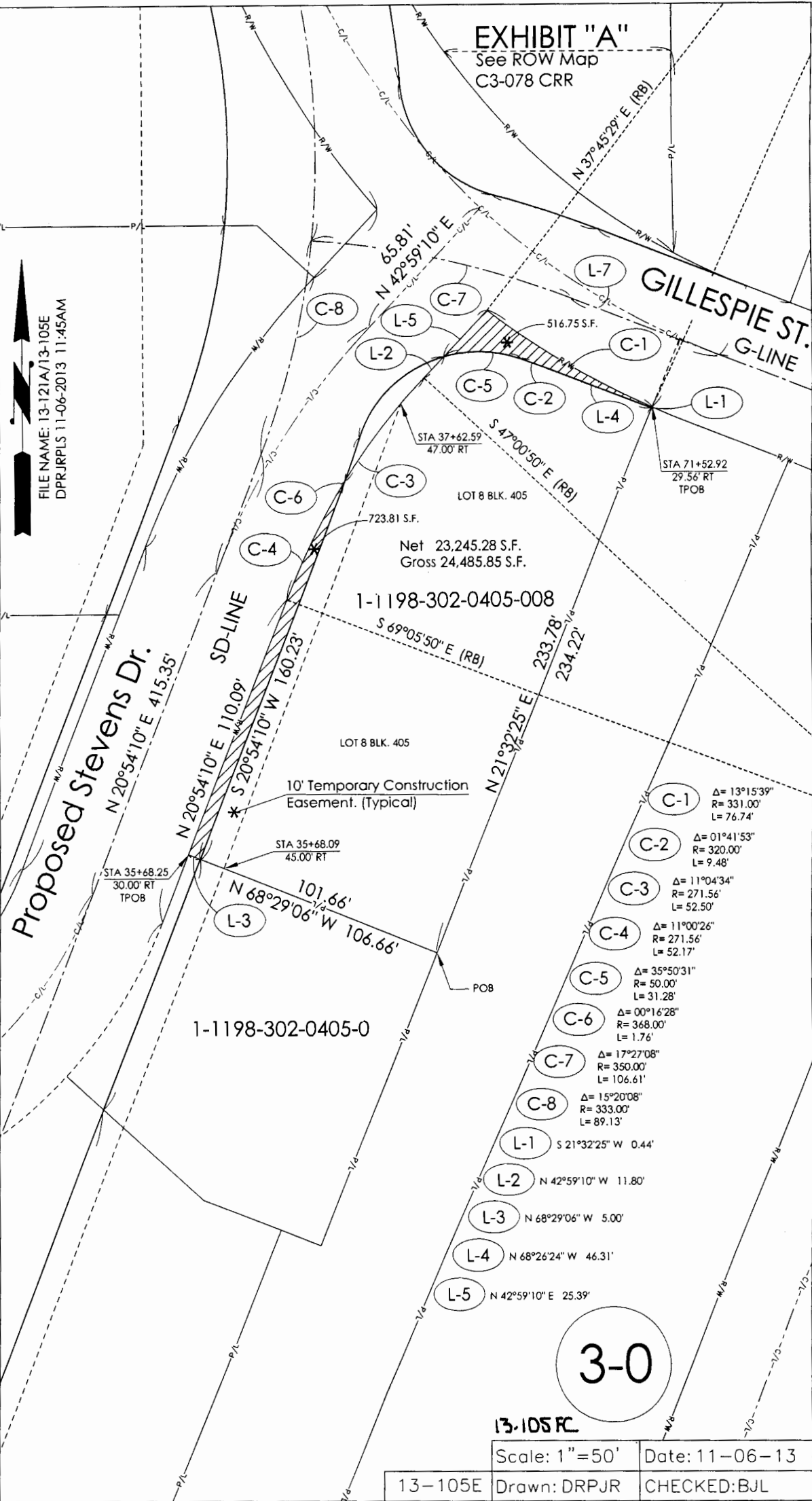
Containing 723.81 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A"**.

**Together with**, a 10.00-foot wide temporary construction easement lying within said Lot 8, described as follows:

Said easement adjoining and lying Easterly of the Easterly right-of-way described above, and Westerly of a line drawn parallel with and 45 feet Easterly of when measured at right angles to, the SD-line survey of proposed Stevens Drive Extension, and as depicted on the attached **Exhibit "A"**.

13-105

Drpjrpls



Portion of Parcel #1-1198-302-0405-007

A portion of the Southwest  $\frac{1}{4}$  of Section 11, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

A portion of Lot 7 of Block 405 of the Plat of Richland, as recorded in Volumes 6 & 7 of Plats, records of said County and State, more particularly described as follows:

Beginning at the Northeast corner of said Lot 7; Thence North  $68^{\circ}29'06''$  West a distance of 106.66 feet along the Northerly line of said Lot 7 to the Northwest corner of said Lot, and a point on the Easterly right-of-way of Railroad Street as shown on said Plat of Richland, said point being located at SD-Line Station 35+68.25 at 30.00 feet right, as shown on City of Richland Stevens Drive Extension right-of-way map filed under C3-078, (CRR) City of Richland Records, and the **TRUE POINT of BEGINNING**; Thence South  $68^{\circ}29'06''$  East a distance of 5.00 feet, along said Northerly line of said Lot 7, leaving said right-of-way and the Westerly line of said Lot 7; Thence South  $20^{\circ}54'10''$  West a distance of 107.22 feet, leaving said Northerly line, to a point on the Southerly line of said Lot 7; Thence North  $47^{\circ}05'52''$  West a distance of 20.07 feet, to the Southwest corner of said Lot 7 and a point on said Easterly right-of-way of Railroad Street, along said Southerly line of said Lot 7, and the beginning of a 193.71 foot radius non-tangent curve, having a radial bearing of North  $47^{\circ}29'24''$  West; Thence Northeasterly a distance of 73.05 feet along the arc of said curve, through a central angle of  $21^{\circ}36'26''$ , leaving said Southerly line, along said Easterly right-of-way of Railroad Street, and the Westerly line of said Lot 7; Thence North  $20^{\circ}54'10''$  East a distance of 28.42 feet, along said Easterly right-of-way and said Westerly line, leaving said tangent curve, back to the true point of beginning.

Containing 887.56 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A"**.

**Together with**, a 10.00-foot wide temporary construction easement lying within said Lot 7, described as follows:

Said easement adjoining and lying Easterly of the Easterly right-of-way described above, and Westerly of a line drawn parallel with and 45 feet Easterly of when measured at right angles to, the SD-line survey of proposed Stevens Drive Extension, and as depicted on the attached **Exhibit "A"**.

13-111  
Drpjrpls

# EXHIBIT "A"

See ROW Map  
C3-078 CRR



FILE NAME: 13-121A/13-111E  
DPRJRLS 11-06-2013 12:25 PM

- C-1  $\Delta = 21^\circ 36' 26''$   
R = 193.71'  
L = 73.05'
- C-2  $\Delta = 67^\circ 37' 22''$   
R = 163.71'  
L = 193.22'

Proposed Stevens Dr.

SD-LINE

1-1198-302-0405-008

LOT 8 BLK. 405

STA 35+68.25  
30.00' RT  
TPOB

STA 35+68.09  
45.00' RT

N 68°29'06" W 106.66'  
101.66'

POB

N 21°32'25" E 233.78'

LOT 7 BLK. 405

10' Temporary Construction  
Easement. (Typical)

STA 34+56.94  
45.00' RT

Net 12,321.09 S.F.  
Gross 13,208.65 S.F.

1-1198-302-0405-007

C-1

887.56 S.F.

C-2

LOT 6 BLK. 405

3-1

13-111FC

Scale: 1"=40'

Date: 11-06-13

13-111E

Drawn: DRPJR

CHECKED:BJL

Portion of Parcel #1-1198-302-0403-005

A portion of the Southwest  $\frac{1}{4}$  of Section 11, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

A portion of Lot 5 of Block 403, of the Plat of Richland as recorded in Volumes 6 & 7 of Plats, records of said County and State, more particularly described as follows:

Beginning at the Southwest corner of said Lot 5, said corner is lying on the Northerly right-of-way of Railroad Street, said corner being located at RR-Line Station 60+00.30 at 30.00 feet left as shown on City of Richland Stevens Drive Extension right-of-way map filed under C3-078, (CRR) City of Richland Records; Thence North  $88^{\circ}31'32''$  East a distance of 99.27 feet, along said Northerly right-of-way of Railroad Street, to the beginning of a 133.71 foot radius tangent curve to the left; Thence Northeasterly a distance of 121.13 feet along the arc of said curve, and Northerly right-of-way, through a central angle of  $51^{\circ}54'16''$ , to a point being located at SD-Line Station 35+03.61 at 35.00 feet left, and a point on the Westerly right-of-way of said Railroad Street; and the **TRUE POINT of BEGINNING**; Thence North  $20^{\circ}54'10''$  East a distance of 143.81 feet, leaving said Westerly right-of-way, to a point being located at SD-line Station 36+47.42 at 35.00 feet left, and a point on the Northerly line of said Lot 5, leaving said curve; Thence North  $89^{\circ}54'57''$  East a distance of 5.36 feet, along said Northerly line, to the Northeast corner of said Lot 5, and a point on said Northwesterly right-of-way of said Railroad Street; Thence South  $20^{\circ}54'10''$  West a distance of 109.51 feet, along said right-of-way, to the beginning of a 133.71 foot radius tangent curve to the right, (having a common radius point with the aforementioned 133.71 foot radius curve); Thence Southwesterly a distance of 36.68 feet along the arc of said curve, and said Northwesterly right-of-way of Railroad Street, through a central angle of  $15^{\circ}43'06''$ , back to the true point of beginning.

Containing 663.94 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A"**.

**Together with**, a 10.00-foot wide temporary construction easement lying within said Lot 5, described as follows:

Said easement adjoining and lying Westerly of the Westerly right-of-way described above, and Easterly of a line drawn parallel with and 45 feet Westerly of when measured at right angles to, the SD-line survey of proposed Stevens Drive Extension, and as depicted on the attached **Exhibit "A"**.

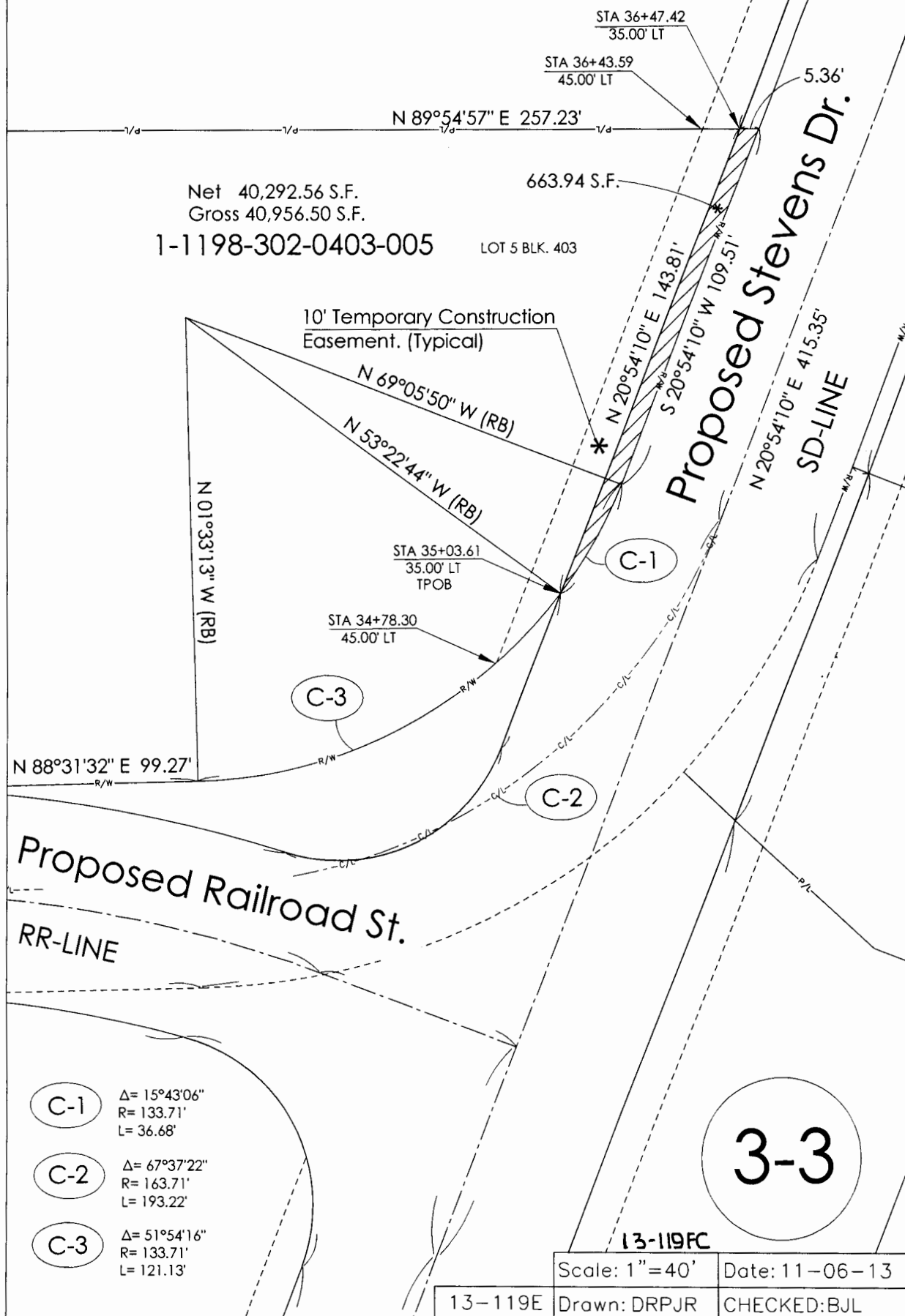
13-119

Drpjrpls

FILE NAME: 13-121A/13-119E  
DPRJPLS 11-06-2013 12:45 PM

# EXHIBIT "A"

See ROW Map  
C3-078 CRR



3-3

13-119FC

Scale: 1"=40'	Date: 11-06-13
13-119E	Drawn: DRPJR
	CHECKED: BJL

Portion of Parcel #1-1198-302-0403-004

A portion of the Southwest  $\frac{1}{4}$  of Section 11, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

A portion of Lot 4 of Block 403, of the Plat of Richland as recorded in Volumes 6 & 7 of Plats, records of said County and State, more particularly described as follows:

Beginning at the Southwest corner of said Lot 4; Thence North  $89^{\circ}54'57''$  East a distance of 262.58 feet, along the Southerly line of said Lot 4, to the Southeast corner of said Lot, said corner is lying on the Westerly right-of-way of Railroad Street, as shown on said Plat of Richland, said corner being located at SD-Line Station 36+49.34 at 30.00 feet left as shown on City of Richland Stevens Drive Extension right-of-way map filed under C3-078, (CRR) City of Richland Records, and the **TRUE POINT of BEGINNING**; Thence South  $89^{\circ}54'57''$  West a distance of 5.36 feet, leaving said right-of-way and said corner, along said Southerly line to a point on the proposed Westerly right-of-way of Stevens Drive Extension; Thence North  $20^{\circ}54'10''$  East a distance of 81.01 feet, leaving said Southerly line, to the beginning of a 298.00 foot radius tangent curve to the left; Thence Northwesterly a distance of 82.61 feet along the arc of said curve, through a central angle of  $15^{\circ}52'59''$ , to a point being located at SD-Line Station 38+20.74 at 35.00 feet left, and a point on the Northerly line of said Lot 4; Thence North  $89^{\circ}54'57''$  East a distance of 12.92 feet, along said Northerly line, leaving said curve and said Westerly right-of-way of Stevens Drive Extension; Thence South  $47^{\circ}00'50''$  East a distance of 30.90 feet, along said Northerly line of Lot 4, to a point on the Westerly right-of-way of said Railroad Street, to the beginning of a 331.56 foot radius non-tangent curve, having a radial bearing of South  $47^{\circ}00'50''$  East; Thence Southwesterly a distance of 127.79 feet along the arc of said curve, and said Westerly right-of-way of Railroad Street, through a central angle of  $22^{\circ}05'00''$ ; Thence South  $20^{\circ}54'10''$  West a distance of 29.00 feet, along said Westerly right-of-way, back to the true point of beginning. Containing 2,274.38 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A"**.

**Together with**, a temporary construction easement lying within said Lot 4, described as follows:

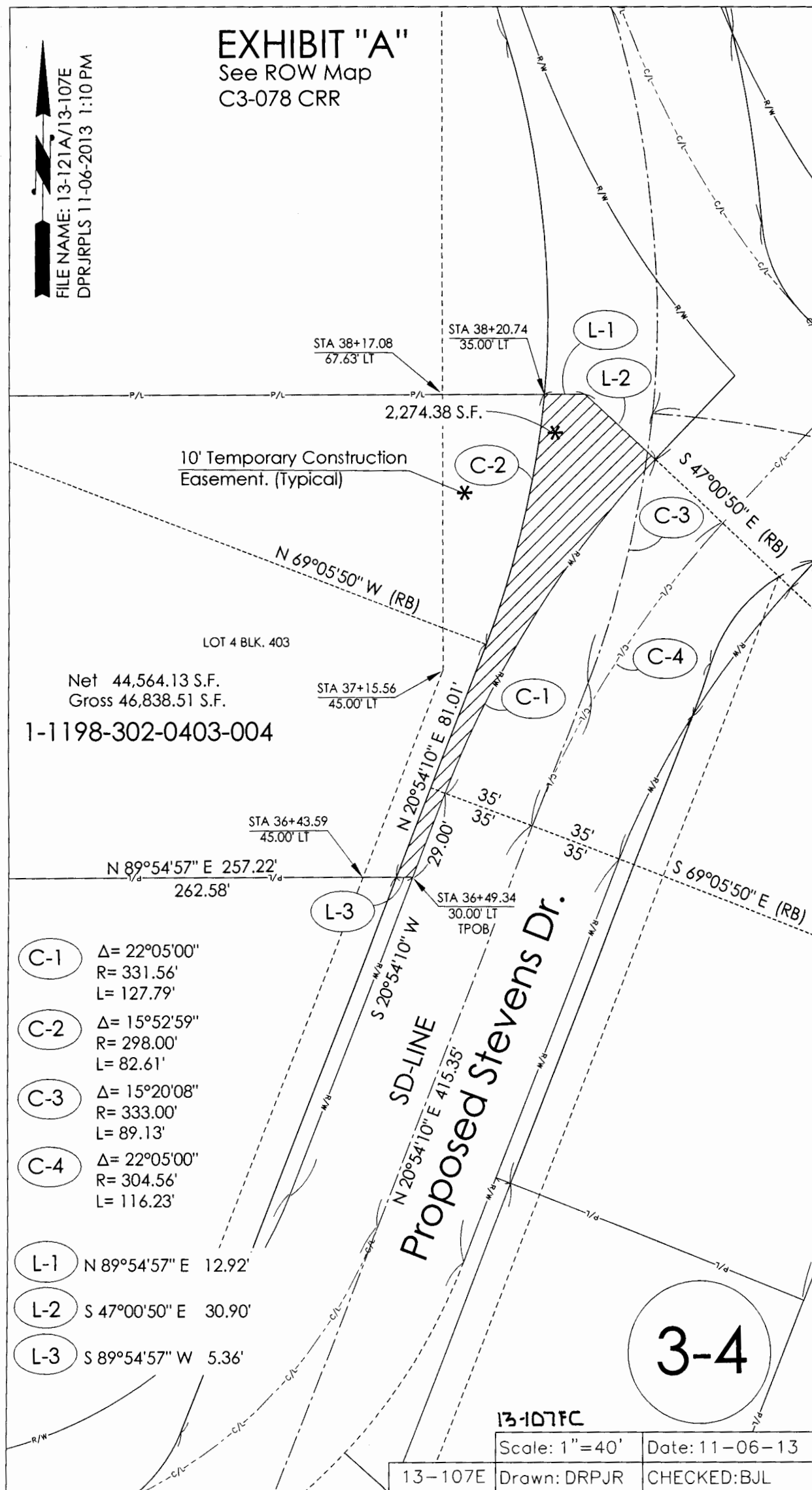
Said easement is lying Westerly of the Westerly proposed right-of-way and Easterly of the following described line.

Beginning at a point on the Southerly line of said Lot4 located at SD-Line Station 36+43.59 at 45.00 feet left; Thence Northeasterly along said line to a point located at SD-Line Station 37+15.56 at 45.00 feet left; Thence Northerly along said line to a point located at SD-Line Station 38+17.08 at 67.63 feet left, to a point lying on the Northerly line of said Lot 4, and the terminus of said line, and as depicted on the attached **Exhibit "A"**.

FILE NAME: 13-121A/13-107E  
DPRJPLS 11-06-2013 1:10 PM

# EXHIBIT "A"

See ROW Map  
C3-078 CRR



Portion of Parcel #1-1198-302-0403-003

A portion of the Southwest ¼ of Section 11, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

A portion of Lot 3 of Block 403, of the Plat of Richland as recorded in Volumes 6 & 7 of Plats, records of said County and State, more particularly described as follows:

Beginning at the Southwest corner of said Lot 3; Thence North 89°54'57" East a distance of 319.16 feet, along the Southerly line of said Lot 3, to an angle point in the Southerly line of said Lot 3; Thence South 89°54'57" West a distance of 12.92 feet along said Southerly line to a point being located at SD-Line Station 38+20.74 at 35.00 feet left as shown on City of Richland Stevens Drive Extension right-of-way map filed under C3-078, (CRR) City of Richland Records, and the **TRUE POINT of BEGINNING**, and the beginning of a 298.00 foot radius non-tangent curve, having a radial bearing of North 84°58'49" West; Thence Northwesterly a distance of 115.65 feet along the arc of said curve, through a central angle of 22°14'07", leaving said Southerly line, to the beginning of a 368.00 foot radius tangent reverse curve to the right; Thence Northwesterly a distance of 105.34 feet along the arc of said curve, through a central angle of 16°24'06"; Thence North 44°11'52" West a distance of 23.29 feet, leaving said curve, to a point on the Southerly right-of-way of Lee Blvd. to a point being located at SD-Line Station 40+60.22 at 51.00 feet left; Thence North 89°52'32" a distance of 21.00 feet to a point on the Westerly right-of-way of Gillespie Street; Thence South 00°48'50" East a distance of 12.04 feet, leaving said right-of-way to the beginning of a 331.56 foot radius tangent curve to the left; Thence Southeasterly a distance of 237.52 feet along the arc of said curve, through a central angle of 41°02'44", along said Westerly right-of-way of Gillespie Street, to a point being located at SD-Line Station 38+31.37 at 25.27 feet right, and a point that intersect with the Northwesterly right-of-way of Railroad Street, as shown on said Plat of Richland; Thence South 42°59'10" West a distance of 37.15 feet, leaving said Westerly right-of-way, to the Southeast corner of said Lot 3, along said Northwesterly right-of-way of Railroad Street; Thence North 47°00'50" West a distance of 30.90 feet, along said Southerly line of said Lot 3, leaving said Northwesterly right-of-way of Railroad Street, back to the true point of beginning.

Containing 4,517.54 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A"**.

**Together with**, a temporary construction easement lying within said Lot 3, described as follows:

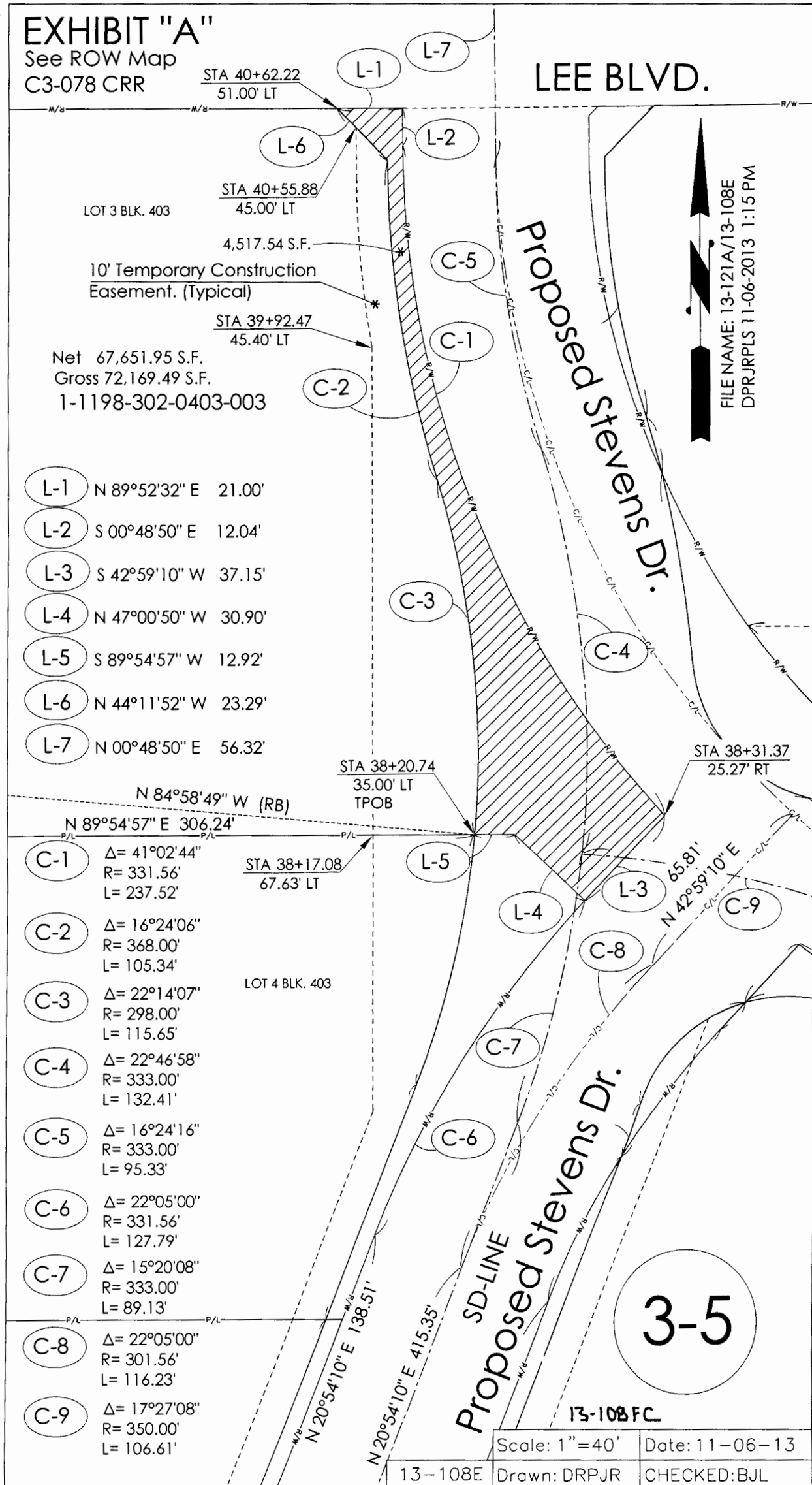
Said easement is lying Westerly of the Westerly proposed right-of-way and Easterly of the following described line.

Beginning at a point on the Southerly line of said Lot3 located at SD-Line Station 38+17.08 at 67.63 feet left; Thence Northerly along said line to a point located at SD-Line Station 39+92.47 at 45.40 feet left; Thence Northerly along said line and a non-tangent curve concave to the Northeast, said curve is running parallel to and 10.00 Westerly of the Westerly right-of-way of said proposed right-of-way described above to a point located at SD-Line Station 40+55.88 at 45.00 feet left, to a point lying on the right-of-way, and the terminus of said line, and as depicted on the attached **Exhibit "A"**.

# EXHIBIT "A"

See ROW Map  
C3-078 CRR

LEE BLVD.



Portion of Parcel #1-1198-302-0402-001

A portion of the Southwest  $\frac{1}{4}$  of Section 11, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

A portion of Lot 1 of Block 402, of the Plat of Richland as recorded in Volumes 6 & 7 of Plats, records of said County and State, more particularly described as follows:

Beginning at the Northeast corner of said Lot 1; Thence South  $89^{\circ}14'25''$  West a distance of 136.99 feet, along the Northerly line of said Lot 1, and the Southerly right-of-way of Lee Boulevard, to the corner of a Parcel Quit Claimed to the City of Richland, as right-of-way, and recorded under Auditor's File No. 2008-034060, records of said County and State, said corner being located at SD-Line Station 40+61.58 at 33.00 feet right as shown on City of Richland Stevens Drive Extension right-of-way map filed under C3-078, (CRR) City of Richland Records, and the **TRUE POINT of BEGINNING**; Thence North  $89^{\circ}14'25''$  East a distance of 18.00 feet, along said Northerly line, and said Southerly right-of-way; Thence South  $43^{\circ}42'23''$  West a distance of 22.82 feet, leaving said Northerly line, and said Southerly right-of-way, to the beginning of a 298.00 foot radius non-tangent curve having a radial bearing of North  $89^{\circ}11'10''$  East; Thence Southeasterly a distance of 85.31 feet along the arc of said curve, through a central angle of  $16^{\circ}24'06''$ , to a point being located at SD-Line Station 39+49.97 at 35.00 feet right, to the beginning of a 368.00 foot radius tangent reverse curve to the right; Thence Southeasterly a distance of 18.94 feet along the arc of said curve, through a central angle of  $02^{\circ}56'59''$ , to a point on the Easterly right-of-way of Gillespie Street, as shown on said Plat of Richland, and the beginning of a 271.56 foot radius non-tangent curve, having a radial bearing of North  $65^{\circ}57'40''$  East; Thence Northwesterly a distance of 110.08 feet along the arc of said curve, through a central angle of  $23^{\circ}13'30''$ , along said Easterly right-of-way of Gillespie Street; Thence North  $00^{\circ}48'50''$  West a distance of 8.65 feet, as shown on said right-of-way map, and the corner of said Parcel Quit Claimed to the City of Richland; Thence North  $44^{\circ}12'48''$  East a distance of 4.24 feet along said Deed, back to the true point of beginning.

Containing 552.62 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A"**.

**Together with**, a temporary construction easement having a varying width, lying within portion of said Lot 1 of Block 402 of the Plat of Richland, described as follows:

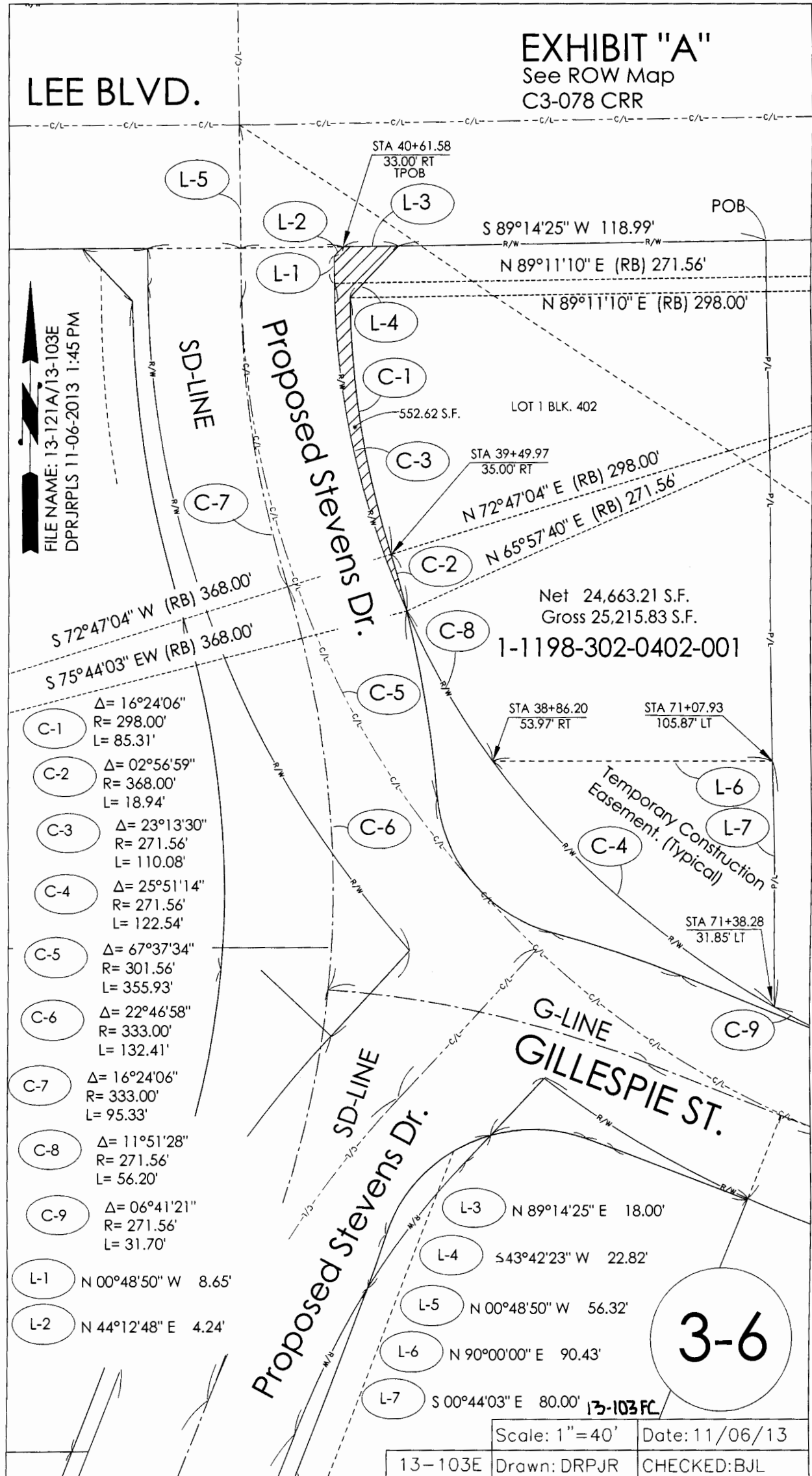
Beginning at SD-Line Station 38+86.20 at 53.97 feet right; Thence Easterly to G-Line Station 71+07.93 at 105.87 feet left, to a point on the Easterly line of said Lot 1; Thence Southerly along said Easterly line of said Lot 1, to G-Line Station 71+38.28 at 31.85 feet left, to the Southeast corner of said Lot 1 and a point on the Northerly right-of-way of Gillespie Street; Thence Northwesterly along said Northerly right-of-way, back to SD-Line Station 38+86.20 at 53.97 feet right and the terminus of said easement, and as depicted on the attached **Exhibit "A"**.

LEE BLVD.

# EXHIBIT "A"

See ROW Map  
C3-078 CRR

FILE NAME: 13-121A/13-103E  
DPRJPLS 11-06-2013 1:45 PM



Portion of Parcel #1-1198-302-0402-003

A portion of the Southwest  $\frac{1}{4}$  of Section 11, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

A portion of Lot 8 of Block 402 of the Plat of Richland, as recorded in Volumes 6 & 7 of Plats, records of said County and State, more particularly described as follows:

Beginning at the Southeast corner of said Lot 8, said corner is at the intersection of the Westerly right-of-way of Goethals Drive and the Northerly right-of-way of Gillespie Street as shown on said Plat, to point being located at GL-line Station 73+08.25 at 30.00 feet left, as shown on City of Richland Stevens Drive Extension right-of-way map filed under C3-078, (CRR) City of Richland Records, and the **TRUE POINT of BEGINNING**; Thence North  $68^{\circ}26'24''$  West a distance of 20.02 feet along the Southerly line of said Lot 8, and said Northerly right-of-way; Thence North  $66^{\circ}34'16''$  East a distance of 28.29 feet leaving said Northerly and Southerly lines to a point on said Westerly right-of-way of Goethals Drive; Thence South  $21^{\circ}31'54''$  West a distance of 20.00 feet along said Westerly line, back to the true point of beginning.

Containing 200.18 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A"**.

13-123

Drpjrpls

FILE NAME: 13-121A/13-123E  
DPRJRPLS 11-06-2013 3:30 PM

EXHIBIT "A"  
See ROW Map  
C3-078 CRR

1-1198-302-0402-002  
Walter Lloyd Wachtel  
LOT 2 BLK. 402

1-1198-302-0402-006  
Susan Parker  
LOTS 2 7 4 BLK. 402

Net 17,676.82 S.F.  
Gross 17,877.00 S.F.  
1-1198-302-0402-003

LOT 8 BLK. 402

GILLESPIE ST.  
G-LINE

GOETHALS DR.

N 68°26'24" W 99.35'

N 21°31'54" E 129.76'

N 21°31'54" E 193.07'

S 68°26'24" E 231.65'

- L-1 N 68°26'24" W 20.02'
- L-2 N 66°34'16" E 28.29'
- L-3 S 21°31'54" W 20.00'

L-1 L-2 L-3  
200.18 S.F.  
STA 73+08.25  
30.00' LT  
TPOB

3-9

13-123 FC

13-123E	Scale: 1"=40'	Date: 11-06-13
	Drawn: DRPJR	CHECKED: BJL



## Council Agenda Coversheet

Council Date: 03/18/2014

Category: Consent Calendar

Agenda Item: C3

Key Element: Key 7 - Housing and Neighborhoods

Subject: RESOLUTION NO. 23-14, APPROVING THE PRELIMINARY PLAT OF THE DWELLINGS

Department: Community and Development Services

Ordinance/Resolution: 23-14

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 23-14, approving the preliminary plat of The Dwellings.

Summary:

The applicant is requesting preliminary plat approval to allow for development of a 4.75 acre parcel found in the R-1-10 single family zoning district, into a 14-lot subdivision. The application was submitted pursuant to the procedures set forth in Richland Municipal Code (RMC) Title 23 Zoning and Title 24 Plats and Subdivisions.

The plat will complete a missing segment of Melissa Street between the plats of Brantingham Heights Phase 2 and Sequoia Springs. The 14 lots will share five common access driveways to Melissa Street. No dedication of park land is proposed with this development.

The plat was recommended for approval by the Planning Commission on February 26, 2014, with the conditions found in the amended Technical Advisory Commission report.

Fiscal Impact?

☒ Yes ☐ No

The construction of the preliminary plat will not have a fiscal impact to the City. However, the eventual final plat will create 14 new residential lots that will increase the underlying property values and associated tax revenues to the City.

Attachments:

- 1) Res. No. 23-14 Approving Preliminary Plat of The Dwellings
- 2) Findings of Fact and Conclusions
- 3) Planning Commission Meeting Minutes 2-26-14
- 4) Staff Report to Planning Commission 2-26-14

City Manager Approved:

Hopkins, Marcia  
Mar 14, 10:29:04 GMT-0700 2014

RESOLUTION NO. 23-14

A RESOLUTION of the City of Richland, approving the preliminary plat of The Dwellings subject to the conditions of the Technical Advisory Committee Report; adopting the findings of the Planning Commission as the findings of the City Council and directing staff to provide notice of this decision.

WHEREAS, on February 26, 2014, the Planning Commission held an open record public hearing to consider the preliminary plat application of The Dwellings as submitted by Dream Builders; and

WHEREAS, the Planning Commission recommended to the City Council that it approve the preliminary plat of The Dwellings; and

WHEREAS, the City Council has reviewed the record created by the Planning Commission;

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

Section 1. The preliminary plat of The Dwellings, a copy of which is attached to this Resolution and which is incorporated herein by reference, is hereby approved subject to the conditions of approval contained in the Technical Advisory Committee Report, dated February 4, 2014.

Section 2. The written findings of the Planning Commission, a copy of which are attached hereto and incorporated herein by reference are hereby adopted as the written findings of the City Council.

Section 3. City staff is hereby directed to provide notice of this decision to parties of record in accordance with Title 19 of the Richland Municipal Code.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 18th day of March, 2014.

\_\_\_\_\_  
DAVID W. ROSE  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS  
City Clerk

\_\_\_\_\_  
HEATHER KINTZLEY  
City Attorney

**FINDINGS OF FACT AND CONCLUSIONS OF LAW ADOPTED BY THE  
RICHLAND CITY COUNCIL IN SUPPORT OF ITS DECISION TO APPROVE  
THE DWELLINGS PRELIMINARY PLAT APPLICATION**

**Findings of Fact:**

1. The Richland Comprehensive Land Use Plan designates the site as Low Density Residential (0 to 5 Dwellings/Acre).
2. The gross density of the proposed subdivision is approximately 2.94 dwelling units per acre.

**Conclusion of Law:**

1. **The proposed preliminary plat is consistent with and would provide for development of the subject parcel in conformance with the density and type of land use envisioned in the land use element of the adopted comprehensive plan.**

**Findings of Fact:**

3. The site is zoned (R1-10) Single Family Residential which requires a minimum lot size of 8,000 square feet, an average lot size for a subdivision of at least 10,000 square feet and a minimum lot width of 70 feet, as set forth in Section 23.18.040 of the Richland Municipal Code.
4. The minimum lot size in the proposed subdivision is 11,443 square feet; the average lot size is approximately 12,912 square feet.

**Conclusion of Law:**

2. **The proposed subdivision is consistent with the City's zoning regulations for the underlying R1-10 zoning designation.**

**Findings of Fact:**

5. RMC Chapters 24.16 and 24.20 and 24.24 specify design and improvement standards and administrative and enforcement procedures for subdivisions including those for streets, easements, blocks and lots, utilities and other improvements that must be met in order for a preliminary plat to be approved.
6. City staff has reviewed the proposed plat and determined that as conditioned the proposed subdivision would be served by public & private streets, electrical power, domestic water, sewer, separate source of irrigation water, storm water drainage, and fire protection in a manner that is consistent with City design & development improvement standards or consistent with the criteria to allow for deviations from those standards as set forth in RMC Chapters 24.16 and 24.20.

**Conclusion of Law:**

3. **The proposed project conforms to the City development standards for preliminary plats as set forth in RMC Chapters 24.16, 24.20 and 24.24.**

**Findings of Fact:**

7. RMC Section 24.12.053 sets forth standards for review of preliminary plats that require the Planning Commission to consider whether appropriate provisions are made for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school.
8. The plat will be served by City water and sewer and will construct a missing segment of Melissa Street, designated as an arterial collector street. Melissa Street will be improved with curbs, gutters and sidewalks. All fourteen lots within the subdivision will access Melissa Street via a series of shared private access drives.
9. The City requires dedication of park land or payment of fees in lieu of land dedication based on standards set forth in RMC Chapter 22.12.
10. As conditioned, park fees would be paid in compliance with RMC Chapter 22.12 prior to issuance certificates of occupancy for new homes within the proposed subdivision.
11. The project site is located within the boundaries of the Richland School District, Ben Franklin Transit District and Kennewick Irrigation District. The agencies were given an opportunity to review and comment on the proposal as part of the City's Technical Advisory Committee review process.
12. City staff and other utility providers have reviewed the project and have recommended specific conditions of approval as set forth in the Technical Advisory Committee report, dated February 4, 2014.

**Conclusions of Law:**

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

**Findings of Fact:**

13. The project is exempt from the State Environmental Policy Act (SEPA) review in accordance with the exemption provisions found in RMC 22.09.090(A) as supported by WAC 197-11-800(1)(b)(i). Specifically, the flexible threshold for categorical exemptions is established at projects with 20 or more dwelling units. The preliminary plat is proposing fourteen dwelling units.

**Conclusions of Law:**

5. Pursuant to Chapter 22.09 of the RMC (State Environmental Policy Act), this project is exempt from SEPA review.



**MINUTES**  
**RICHLAND PLANNING COMMISSION MEETING No. 2-2014**  
Richland City Hall – 550 Swift Boulevard – Council Chamber  
**WEDNESDAY, February 26, 2014**  
**7:00 PM**

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**Call to Order:**

**Chairman Utz** called the meeting to order at 7:00 PM

**Attendance:**

Present: Commissioners Berkowitz, Boring, Clark, Jones, Madsen, Wallner, Wise, Vice-Chair Moser and Chairman Utz. Also present were City Council Liaison Phil Lemley, Deputy City Manager Bill King, Development Services Manager Rick Simon, Senior Planner Aaron Lambert and Recorder Penny Howard.

**Approval of Agenda:**

**Chairman Utz** presented the February 26, 2014 meeting agenda for approval.

**The agenda was approved as written.**

**Approval of Minutes**

**Chairman Utz** presented the meeting minutes of the January 22, 2013 regular meeting for approval.

**A motion was made by Commissioner Wise and seconded by Commissioner Clark to approve the meeting minutes of the January 22, 2014 regular meeting as amended.**

**The motion carried, 9-0.**

**Public Comment**

**Chairman Utz** asked for public comment on any item not on the agenda. Seeing none, he closed this portion of the meeting.

## New Business

### 1. Preliminary plat approval to subdivide an approximately 4.75 acre parcel into 14 residential lots known as The Dwellings (S2014-101)

**Mr. Lambert** reviewed the staff report, with pictures on the overhead, for a preliminary plat request for The Dwellings, pointing out that it would provide a new connection for Melissa Street. The plat of approximately 4.75 acres would be divided into 14 residential lots surrounded, generally, by single family structures. Since driveways are not permitted on Melissa Street, per the Richland Municipal Code, the lots would share access drives. Although Brantingham Road and Melissa Street will not be connected, a sidewalk was recommended between the two roadways. Letters from the Peyton family provided letters requested a maximum height barrier and staff recommended a six foot fence along the north property line to help alleviate light and glare from vehicles on the proposed shared access drives.

**Chairman Utz** opened the Public Hearing at 7:34 PM.

**Aaron Magula, Applicant, Dream Builders, 674 Big Sky Drive:** "Everything that we've gone over on this with the City, in the pre-application meeting, with them was fine and agreeable. As they said, the private access road was their idea. I'd prefer to do; the six lots have their own driveways. And, the City had since changed that to an arterial collector street and had asked for the private drive, which was... You know, that's fine. The only thing that came up, that we hadn't talked about, was the fence along the back. I just ask that that's a shorter fence, rather than the maximum height to close in the lots that are there. I prefer to do, either a 3 foot block fence to help, since there is an elevation change between this lot and the lots below. I know, one concern was the cars driving into their yards. And, so, I'd prefer just to do a block wall there, 3 foot tall. Something a little more stable than just a wood fence as they'd asked for."

**Chairman Utz** closed the Public Hearing at 7:36 PM.

### Discussion:

**Vice-Chair Moser** shared her iPad google map showing driveways that access Melissa Street, asking why driveways were not allowed when they clearly existed. **Mr. Peters** confirmed that there were driveways on the collector street and explained that for some reason, the previous developer was allowed to construct driveways emptying onto Melissa Street, which meant they would not have received the collector fee (reimbursement for roadway construction). They try to minimize the number driveways on an arterial collector street because it becomes a residential roadway. **Vice-Chair Moser** pointed out driveways to the east and west of the property and stated that it was confusing and a strange configuration for the neighborhood.

**Vice-Chair Moser** asked if Brantingham Road was going to go through or end as a cul-de-sac. **Mr. Peters** confirmed that it would end in a cul-de-sac due to a past decision to do so. Also in the past, Melissa Street was designated as a collector street with no direct access. He agreed that it did not make a lot of sense, rather executing past decisions.

**Vice-Chair Moser** suggested that since there were many driveways on Melissa Street, that decision had also been made and asked what other roadblocks there might be. **Mr. Peters** stated that it might be possible, but there is a solution to minimize that and it tends to be a domino effect. If exceptions are made, they are made everywhere. **Vice-Chair Moser** stated her support for the Applicant's original design, but could not support the current proposal.

An in-depth discussion followed, covering a number of concerns about traffic safety, future roadway plans, topography, lot size, easements, fencing, and other options for provided by the Applicant for the property.

**Commissioner Jones** suggested that the group table the item for now, return it to staff and allow them to take another look at the proposal.

A motion was made by Vice-Chair Moser and seconded by Commissioner Berkowitz to ask staff to work with developer to come up with an alternative option that keeps Melissa as an arterial collector, but creates better driveway access.

**Vice-Chair Moser** changed her motion to the original staff report recommendation with the following condition changes: Eliminate the first sentence of TAC report condition 22 under Traffic & Streets to read: Lots 1 & 2 and lots 3 & 4 and lots 5 & 6 would have three shared driveways accessing Melissa Street. Also, strike the TAC report condition 1 under the Planning Department related to fencing on the northern property line.

The Commissioners and the Applicant were agreeable to the changed motion.

#### **Discussion on the Motion:**

**Commissioner Berkowitz** asked how surface water drainage would be dealt with additional irrigation. **Mr. Lambert** informed that would be addressed when civil engineering did their review.

**Commissioner Berkowitz** noted the Migratory Bird Act would probably need to be enforced if cutting down trees during nesting season not allowed. **Mr. Lambert** agreed that it would need to be enforced if nests were identified.

**Commissioner Madsen** offered his support of the motion.

**THE MOTION CARRIED 9-0.**

DRAFT



## STAFF REPORT

TO: PLANNING COMMISSION  
FILE NO.: S2014 -101

PREPARED BY: AARON LAMBERT  
MEETING DATE: FEBRUARY 26, 2014

### GENERAL INFORMATION:

APPLICANT: DREAM BUILDERS

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE AN  
APPROXIMATELY 4.75-ACRE PARCEL INTO 14  
RESIDENTIAL LOTS (PRE-PLAT OF THE DWELLINGS).

### REASON FOR REQUEST

The applicant is requesting preliminary plat approval to allow for development of a 14-lot subdivision. The application is submitted pursuant to the procedures set forth in Richland Municipal Code (RMC) Title 23 Zoning and Title 24 Plats and Subdivisions.

### FINDINGS AND CONCLUSIONS

Staff has completed its review of the request for preliminary plat approval and, subject to the conditions set forth in the Technical Advisory Committee Report dated February 4, 2014.

#### **Findings of Fact:**

1. The Richland Comprehensive Land Use Plan designates the site as Low Density Residential (0 to 5 Dwellings/Acre).
2. The gross density of the proposed subdivision is approximately 2.94 dwelling units per acre.

#### **Conclusion of Law:**

1. The proposed preliminary plat is consistent with and would provide for development of the subject parcel in conformance with the density and type of land use envisioned in the land use element of the adopted comprehensive plan.

**Findings of Fact:**

3. The site is zoned (R1-10) Single Family Residential which requires a minimum lot size of 8,000 square feet, an average lot size for a subdivision of at least 10,000 square feet and a minimum lot width of 70 feet, as set forth in Section 23.18.040 of the Richland Municipal Code.
4. The minimum lot size in the proposed subdivision is 11,443 square feet; the average lot size is approximately 12,912 square feet.

**Conclusion of Law:**

2. **The proposed subdivision is consistent with the City's zoning regulations for the underlying R1-10 zoning designation.**

**Findings of Fact:**

5. RMC Chapters 24.16 and 24.20 and 24.24 specify design and improvement standards and administrative and enforcement procedures for subdivisions including those for streets, easements, blocks and lots, utilities and other improvements that must be met in order for a preliminary plat to be approved.
6. City staff has reviewed the proposed plat and determined that as conditioned the proposed subdivision would be served by public & private streets, electrical power, domestic water, sewer, separate source of irrigation water, storm water drainage, and fire protection in a manner that is consistent with City design & development improvement standards or consistent with the criteria to allow for deviations from those standards as set forth in RMC Chapters 24.16 and 24.20.

**Conclusion of Law:**

3. **The proposed project conforms to the City development standards for preliminary plats as set forth in RMC Chapters 24.16, 24.20 and 24.24.**

**Findings of Fact:**

7. RMC Section 24.12.053 sets forth standards for review of preliminary plats that require the Planning Commission to consider whether appropriate provisions are made for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school.
8. The plat will be served by City water and sewer and will construct a missing segment of Melissa Street, designated as an arterial collector street. Melissa Street will be improved with curbs, gutters and sidewalks. Lots five through fourteen will access Melissa Street via three shared private access drives. Lots one through four will share a private access drive connecting to Brantingham Road and will not have vehicle access to Melissa Street.

9. The City requires dedication of park land or payment of fees in lieu of land dedication based on standards set forth in RMC Chapter 22.12.
10. As conditioned, park fees would be paid in compliance with RMC Chapter 22.12 prior to issuance certificates of occupancy for new homes within the proposed subdivision.
11. The project site is located within the boundaries of the Richland School District, Ben Franklin Transit District and Kennewick Irrigation District. The agencies were given an opportunity to review and comment on the proposal as part of the City's Technical Advisory Committee review process.
12. City staff and other utility providers have reviewed the project and have recommended specific conditions of approval as set forth in the Technical Advisory Committee report, dated February 4, 2014.

**Conclusions of Law:**

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

**Findings of Fact:**

13. The project is exempt from the State Environmental Policy Act (SEPA) review in accordance with the exemption provisions found in RMC 22.09.090(A) as supported by WAC 197-11-800(1)(b)(i). Specifically, the flexible threshold for categorical exemptions is established at projects with 20 or more dwelling units. The preliminary plat is proposing fourteen dwelling units.

**Conclusions of Law:**

5. **Pursuant to Chapter 22.09 of the RMC (State Environmental Policy Act), this project is exempt from SEPA review.**

**RECOMMENDATION**

Staff recommends the Planning Commission concur with the findings and conclusions set forth in the Staff Report S2014-101 and recommend that Planning Commission recommend approval of the preliminary plat of THE DWELLINGS subject to the conditions of approval set forth in the Technical Advisory Committee Report dated February 4, 2014.

EXHIBITS

- 1 - Supplemental Information
- 2 - Technical Advisory Committee Report
- 3 - Notice of Application & Public Hearing
- 4 - Vicinity Map
- 5 - Preliminary Plat Map
- 6 - Aerial Photos
- 7 - Site Photos
- 8 - Preliminary Plat Application
- 9 - Public Comment(s)

# EXHIBIT (1)

## SUPPLEMENTAL INFORMATION

### DESCRIPTION OF PROPOSAL

The proposed preliminary plat would allow for development of 4.75 acre parcel with 14 single family residential lots and one non-residential stormwater tract. Proposed lot sizes range in size from 11,443 to 15,568 square feet with an average lot size of 12,912 square feet.

### GENERAL INFORMATION

**PROJECT SURVEYOR:** ROGERS SURVEYING, INC. P.S.

**ANNEXATION DATE:** 2003

**COMPREHENSIVE PLAN:** LOW DENSITY RESIDENTIAL (0 TO 5 DWELLINGS/ACRE)

**ZONING:** (R1-10), SINGLE FAMILY RESIDENTIAL

### SITE DATA

**Size:** 4.75 acres.

**Physical Features:** The parcel is accessed by Melissa Street on its east and west borders. The parcel is bordered by single family subdivisions to the north east and a portion of the northwest corner across Brantingham Road. Platted but undeveloped single family parcels are found on the west and a single home is located on the 5 acre parcel to the south. The site slopes downward from southwest to northeast losing approximately 44-feet in elevation.

The site has been disturbed in the past and is covered in grasses, Russian olive trees and a stand of poplar trees are present in the northeast corner.

### SURROUNDING ZONING AND LAND USES

The site is surrounded on all sides by R-1-10 single family medium density zoning. Platted lots are found to the north, east and west with homes on those lots to the north east and a portion of the west. One single family home is located on the 4.75 acre parcel to the south.

## ANALYSIS

**Comprehensive Plan and Zoning:** The subject property is designated Low Density Residential (0 to 5 Dwellings/Acre) by the City's adopted Comprehensive Plan. The gross density of the development as proposed is approximately 2.94 dwellings per acre. The net density, determined after deducting the right-of-way for Melissa Street would be approximately 3.37 dwellings per acre. This density is in compliance with the density of development anticipated in the Richland Comprehensive Plan.

The underlying R1-10 zoning district provides for development of one family detached dwellings on lots having a minimum area of 8,000 square feet and an overall average lot area of 10,000 square feet for a subdivision. Other uses allowed in the R1-10 district include churches, schools and parks. Residential lots must have a minimum width of 70-feet. The proposed lots are in compliance with the requirements of the R1-10 zoning district.

**Compatibility with Surrounding Land Uses:** The subdivision of the property will provide for uses similar to and compatible with the existing and proposed surrounding land uses. Single family zoning bounds the property on all sides with homes located on all sides but the west. The City's Comprehensive Plan has designated all of the property surrounding the site Low Density Residential, the same land use designation as the subject parcel.

The recommended planning condition of installing a fence along the north property line will help to alleviate the light and glare from vehicles travelling on the proposed shared access easement. Additionally it will screen the yards of the future homes from those existing in the Plat of Aspen Meadows 3.

**Access/Transportation:** The preliminary plat will construct Melissa Street across the entirety of the parcel from east to west and complete a missing segment. The lots will not have direct driveway access to Melissa Street but will be accessed from shared private access easements to reduce the driveways onto Melissa Street as requirement by the Richland Municipal Code (RMC) given its designation as an arterial collector street. Lots 1-4 will share a common access from Brantingham Road and driveways will not be permitted onto Melissa Street. Note that Brantingham Road will not be connected to Melissa Street with this completion of this development.

**Utilities:** Conditions of approval will require infrastructure improvements and utilities to be extended to serve the site. Domestic water, sanitary sewer and electrical facilities have all been determined to have capacity to serve the proposed development subject to those recommended conditions of approval. An engineered storm water system will also be required to be developed to handle the anticipated run-off related to project development. Irrigation will be provided by the Kennewick Irrigation District.

**State Environmental Policy Act (SEPA):** The project is exempt from the State Environmental Policy Act (SEPA) review in accordance with the exemption provisions

found in RMC 22.09.090(A) as supported by WAC 197-11-800(1)(b)(i). Specifically, the flexible threshold for categorical exemptions is established at projects with 20 or more dwelling units (see below). The preliminary plat is proposing fourteen dwelling units.

**RMC 22.09.090 Flexible thresholds for categorical exemptions.**

The city of Richland establishes the following exempt levels for minor new construction under WAC 197-11-800(1)(b) based on local conditions:

A. For residential units in WAC 197-11-800(1)(b)(i), 20 dwelling units.

**Park Dedication or Payment of Fees-in-lieu-of:** RMC Chapter 22.12 requires that when property is subdivided, the developers either dedicate parkland to the City or pay a fee in lieu thereof. A recommended condition of approval would require payment of park impact fees to meet the provisions of City code.

**CONCLUSION**

As conditioned, the proposed preliminary plat of The Dwellings conforms to the Richland Municipal Code and the Comprehensive Plan for the subject area and will provide for development of the property in a manner that is compatible with the existing and proposed surrounding land uses. The preliminary plat also conforms to the requirements of the City's platting regulations, and therefore the request should be conditionally approved.

# EXHIBIT (2)



## MEMORANDUM

COMMUNITY DEVELOPMENT DEPARTMENT

*Development Services Division*

### TAC MEETING SUMMARY

**MEETING DATE:** February 4, 2014

**PROJECT:** Preliminary Plat of The Dwellings

**LOCATION:** EAST OF BRANTINGHAM ROAD, WEST OF THE PLAT OF SEQUOIA SPRINGS

**ATTENDEES:** City of Richland;  
Judy Garcia & Jason Reathaford, Civil & Utility Engineering  
Jeff Peters, Transportation  
Kelly Hill, Energy Services  
Jim Jordan & Rick Shively, Fire Dept.  
Aaron Lambert, Development Services

Other:  
Aaron Magula, Applicant  
Steve Spink, Engineer

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#### ENERGY SERVICES COMMENT:

Utility easements shall be established at the time of final plat as determined by the City of Richland Energy Services Division.

#### DEVELOPMENT SERVICES COMMENTS:

##### Planning Department

- 1) ~~A 6 foot tall durable fence (wood, vinyl or block) shall be constructed on the north property line of the plat to screen the access drive and new homes from the existing development.~~
- 2) Setbacks for the homes shall be depicted on the plat to identify all yards, front rear and side.

**CIVIL AND UTILITY ENGINEERING DEVELOPMENT COMMENTS:**

The Civil and Utility Engineering Division has reviewed the preliminary plat received in this office on January 24, 2014, for the above referenced property and has the following conditions.

**General Conditions:**

1. All final plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically in .dwg format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be supplied in the specified 24 x 36 (and electronic) format. When construction of the infrastructure has been substantially completed, the applicant shall provide 3 mil mylar and electronic record drawings to the City. The electronic as-built record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. Electronic copies of the construction plans are required prior to the pre-con meeting, along with the multiple sets of paper drawings. The mylar record drawings (including street lights) shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
2. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
3. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance.
4. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way permit prior to construction. A plan review and inspection fee in the amount equal to 5% of the construction costs of the work within the right-of-way or easement will be collected at the time the permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the final plan submittal.
5. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for acceptance.

6. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Civil and Environmental Engineering Division at 942-7500 to schedule a pre-construction conference.
7. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1"= 40'.
8. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
9. All construction plan sheets shall include the note "CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555 (or "811")." Or: <http://www.call811.com/>
10. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development. *Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the developer.* The designing Engineer shall submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right-of-Way permit by the City. Easements shall be provided on the final plat for this system where needed.
11. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

**Design Standards:**

12. Public improvement design shall follow the following general format:
  - A. Sanitary sewer shall be aligned on the north and west side of street centerlines.
  - B. Storm sewer shall be aligned on the south and east side of street centerlines.
  - C. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
  - D. 10-feet horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
  - E. Water lines shall be aligned on the south and east side of street centerlines.
  - F. Watermains larger than 8-inches in diameter shall be ductile iron.
  - G. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
  - H. All watermains outside areas zoned R1 shall be ductile iron.
  - I. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
  - J. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC, C900 PVC or ductile iron. The entire main from manhole to manhole shall be the same

- material. Private sewer service lines over 15-feet deep shall also be constructed of the same material, then transition to regular sewer piping above 15-feet.
- K. Valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
  - L. All utilities shall be extended to the adjacent property (properties) at the time of construction.
  - M. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
  - N. The minimum centerline radius for local streets shall be 100-feet.
  - O. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
  - P. A overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
  - Q. A detailed grading plan shall be included in the submitted plan set.
  - R. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
  - S. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
  - T. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
  - U. All cul-de-sacs shall have a minimum radius of 45-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.
  - V. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
  - W. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
  - X. All intersections with public streets shall meet horizontal, vertical and intersectional design requirements for sight distance (A.K.A. the Vision Clearance Triangle).
  - Y. All driveways shall be City standard driveways. Radius-style driveways are not allowed.
  - Z. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
  - AA. Construction plans shall provide or reference all standard drawings or special details that will be necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public

(Commercial Driveway, Curb, Gutter, Sidewalk, Water, Sewer, Storm, Street and Street lighting etc.).

- BB. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.
13. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.
14. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
- A. 2-inches compacted gravel, minimum (temp. SEVA only).
  - B. 2% cross-slope, maximum.
  - C. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
  - D. Be 20-feet in width.
  - E. Have radii that are accommodating with those needed for City Fire apparatus.

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

15. SURVEY MONUMENT DESTRUCTION:

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

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

- B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120-030(2)).
- C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120-030(3)).

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

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

#### **Traffic & Streets:**

- 16. Sidewalks shall be installed along all public Right of Way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, etc.).
- 17. The “Dwellings” preliminary plat lies within the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered by the finance plan for any phase submitted for approval. Since this property is included within the Financing Plan, it is exempt from the SEPA-related traffic study requirement (TIA). The developer of this proposed project shall receive “credits” for construction of Melissa Street as allowed under the City’s South Richland Collector Street Financing Plan.
- 18. A note will be shown on the face of the final plat stating that Melissa Street is classified as an “Arterial Collector street”. Subsequently, no driveways accessing single family lots will be allowed onto Melissa, with the exceptions noted below.
- 19. Melissa Street is identified on the City’s Street Functional Classification map as an “Arterial Collector”, therefore the Right-of-Way shall be 60-feet wide, not 54 as shown.
- 20. Melissa Street shall be constructed to the existing end of the Melissa improvements constructed with the plat of Brantingham Heights phase 3. These improvements shall include a full-width street with curb, gutter and sidewalk. A standard driveway drop shall be constructed along the south side of Melissa for Brantingham where it intersects with Melissa. Brantingham Road north of Melissa shall be vacated and removed. That portion of Brantingham ROW shall become part of lot 1, but will be retained as a “utility easement”. Brantingham Road north of Melissa shall terminate at the existing cul-de-sac and shall not connect to Melissa Street.

21. Lot 1 has a portion of the Brantingham Road cul-de-sac on it. An easement was granted for this cul-de-sac when it was created. This portion of Lot 1 shall be dedicated as Right-of-Way when the phase that constructs lot 1 is platted.
22. **Lots 1 and 2, lots 3 and 4 and lots 5 and 6 will have three shared driveways onto Melissa Street.** Lots 7 through 14 shall access Melissa via the shared driveways shown on the preliminary plat. Any proposed changes to said driveways will be subject to approval by the City Engineer.
23. The radii at the NW property corner of lot 10 and the SW property corner of lot 1 are not required. The Melissa ROW will go straight through here.
24. The existing 60-foot wide access & utility easement along the south boundary of the pre-plat will be relinquished at the time of plat recordation.
25. All private roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.
26. Any private roads narrower than 34-feet shall have parking restricted on one side, and any roads 28-feet or narrower shall have parking restricted on both sides. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense.

**Domestic Water:**

27. The existing watermain that runs through this property shall have 4-feet of cover maintained over it.
28. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed.
29. The fire hydrant layout shall be approved by the City Fire Marshal.

**Sanitary Sewer:**

30. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.

### **Ground Water:**

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

### **Storm Water:**

32. This project may require coverage under the Washington State General NPDES Permit for Construction projects. The Developer shall be responsible for compliance with the permit conditions. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.
33. All storm drainage systems shall be designed following the core elements defined in the latest edition of the Stormwater Management Manual for Eastern Washington. The Hydrologic Analysis and Design shall be completed based on the following criteria: Washington, Region 2, Benton County; SCS Type 1A – 24 Hour storm for storm volume. The applicant's design shall provide runoff protection to downstream property owners.
34. The flow-rate of the public storm drainage system shall be designed using the 2-Year, 3-Hour short duration Eastern Washington storm for pipe and inlet sizing using SCS or Santa Barbara method; no modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50% impervious. Calculations shall include a profile for the design showing the hydraulic grade line for the system. Passing the storm downhill to an existing system will require a downstream storm system capable of accepting the water without being overwhelmed.
35. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater

Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal.

36. If the storm drain pond slopes are greater than 25% or deeper than 4-feet, then a 6-foot fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles.
37. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with Richland Municipal code 24.16.170 ("Easements-watercourses").
38. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. The engineer may need to demonstrate that the pond will drain itself after a storm event, and not have standing water in it longer than necessary.
39. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.
40. If the storm drain pond slopes are greater than 25% or deeper than 4-feet, then a 6-foot fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles. A maintenance road from the public Right of Way to the bottom of the pond is also needed (2-inches of compacted gravel, minimum). The City's maintenance of the pond in the future will consist of trimming weeds to maintain compliance with fire and nuisance codes, and maintaining the pond for functionality.
41. The developer shall be responsible for landscaping the storm pond and for its maintenance through the one-year infrastructure warranty period. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowners association should be considered for maintenance responsibilities. This will require an irrigation meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.
42. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance of the "Letter of Final Acceptance"). Said developer shall also thoroughly clean the entire system, including structures, pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.

### **Solid Waste:**

43. Due to limited turnaround space, lots 2, 3, 4, and 11 through 14 may have to transport their garbage cans to a location acceptable for solid waste pick-up.

### **Final Platting / Project Acceptance Requirements:**

44. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
45. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of occupancy. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.
46. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
47. Ten-foot wide public utility easements will be required on the final plat along both sides of all Right-of-Ways within the proposed plat.
48. The final plat shall include notes identifying all common areas including the private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowners association. A note shall be added to the face of the final plat that states: *"The private roads are for the use and benefit of the homeowners that abut said roads, and are to be maintained by said owners. The City of Richland accepts no maintenance responsibility for said roads"*.
49. A note shall be added to the face of the plat that states: *"The private drives within this plat are fire lanes and parking is restricted. The required no-parking signs shall be installed by the developer where applicable."* Any private roads narrower than 34-feet shall have parking restricted on one side, and any roads 28-feet or narrower shall have

parking restricted on both sides. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense. The restricted parking areas shall be indicated on the final plats.

50. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.
51. A one-foot "No access / screening easement" will be required along the Melissa Street Right of Way. A break in it will be provided at the approved driveway entrances.
52. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
53. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.

# EXHIBIT (3)



# **CITY OF RICHLAND**

## **NOTICE OF APPLICATION**

### **AND PUBLIC HEARING (S2014-101)**

Notice is hereby given that Dream Builders, on January 16, 2014, filed an application for preliminary plat approval to subdivide an approximately 4.75 acre parcel into 14 single family residential lots (Preliminary Plat of The Dwellings). The property is located at the southern terminus of Brantingham road and will complete a missing segment of Melissa Street, see vicinity map on reverse. The site is zoned single family residential (R1-10) with a proposed average lot size of 12,912 square feet. Pursuant to Richland Municipal Code (RMC) Section 19.30.030 the City of Richland determined the application complete for processing on January 16, 2014.

The Richland Planning Commission, on Wednesday, February 26, 2014, will conduct a public hearing and review of the application at 7:00 p.m. in the Richland City Hall Council Chambers, 505 Swift Boulevard. All interested parties are invited to attend and present testimony at the public hearing.

Any person desiring to express his views or to be notified of any decisions pertaining to this application should notify Aaron Lambert, Senior Planner, 840 Northgate Drive, P.O. Box 190, Richland, WA 99352. Comments may also be faxed to (509) 942-7764 or emailed to [alambert@ci.richland.wa.us](mailto:alambert@ci.richland.wa.us). Written comments should be received no later than 5:00 p.m. on Tuesday, February 18, 2014 to be incorporated into the Staff Report. Comments received after that date will be entered into the record at the hearing.

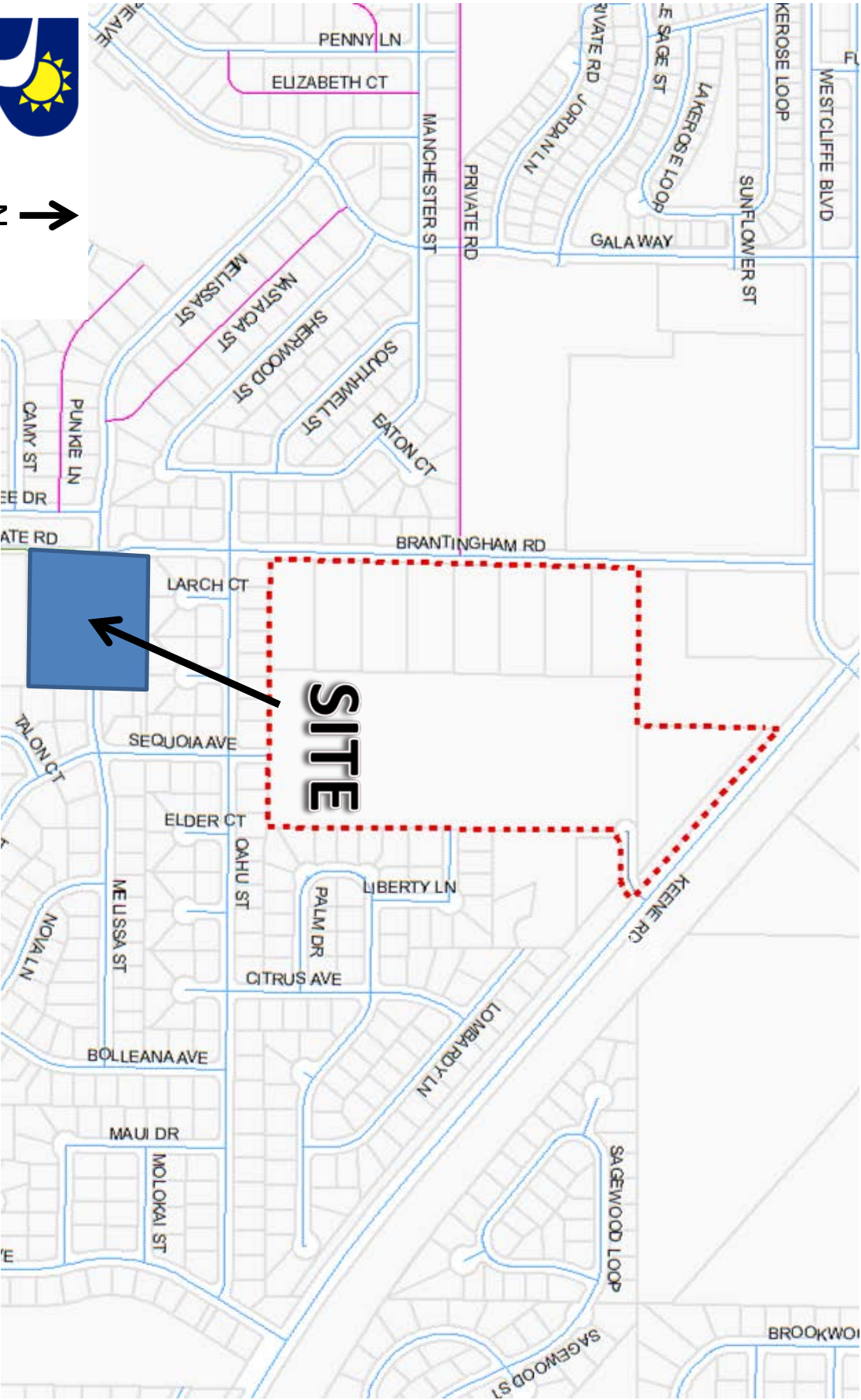
Copies of the staff report and recommendation will be available in the Development Services Division Office, and at the Richland Public Library beginning Friday, February 21, 2014.

The proposed application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulation Administration and Title 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

---

AARON LAMBERT,  
SENIOR PLANNER

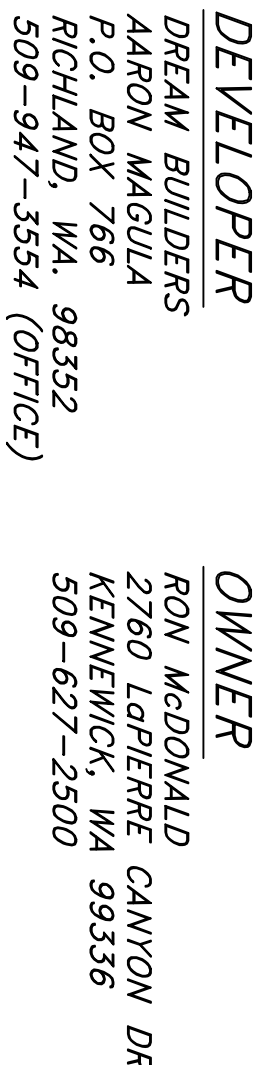
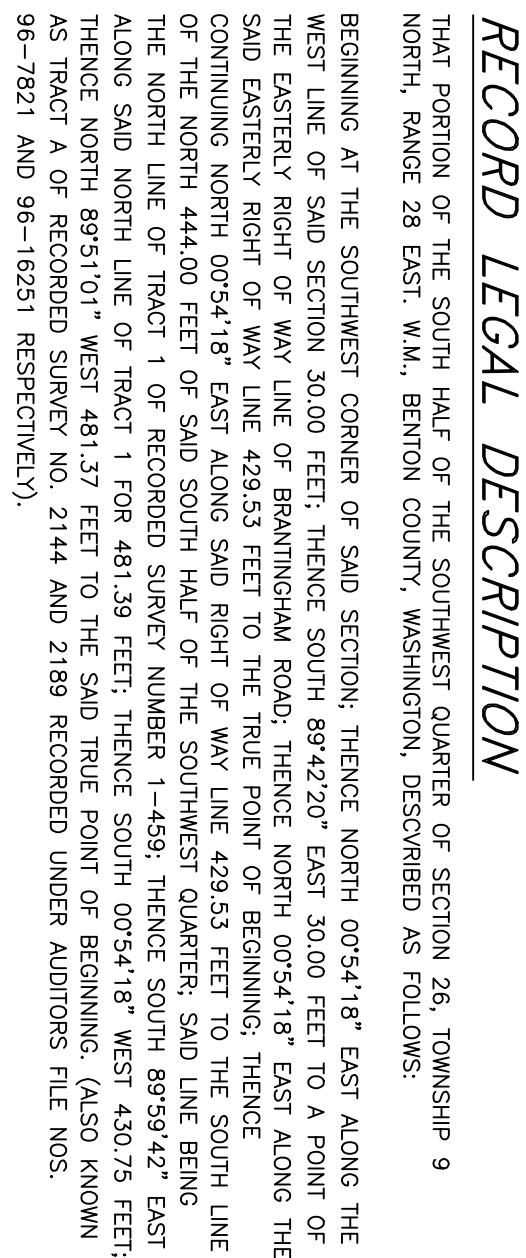
# EXHIBIT (4)



Not to Scale  
Drafted: 1/24/14

# EXHIBIT (5)

LOCATED IN A PORTION OF SECTION 5, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.  
BENTON COUNTY, WASHINGTON

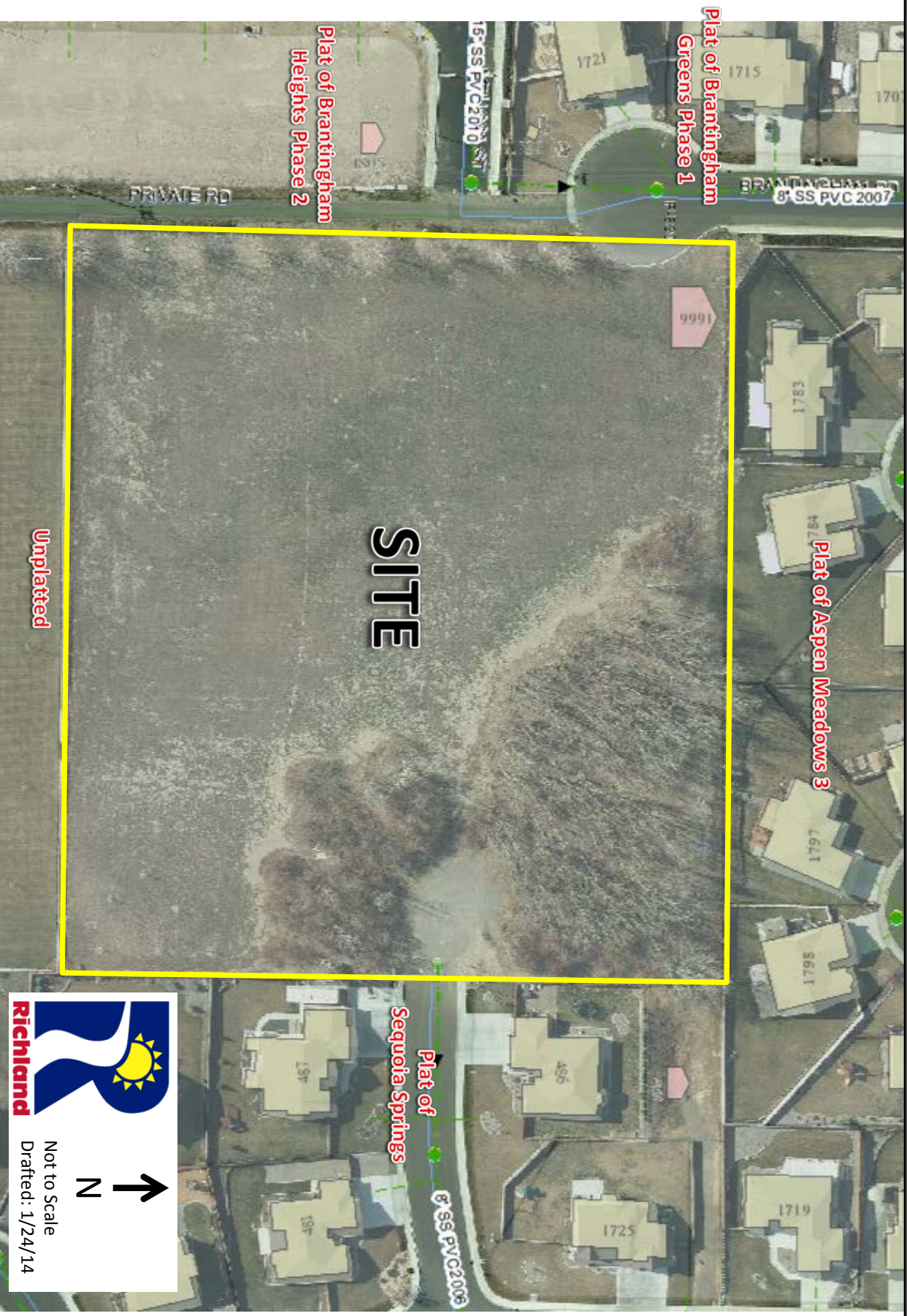


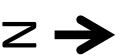
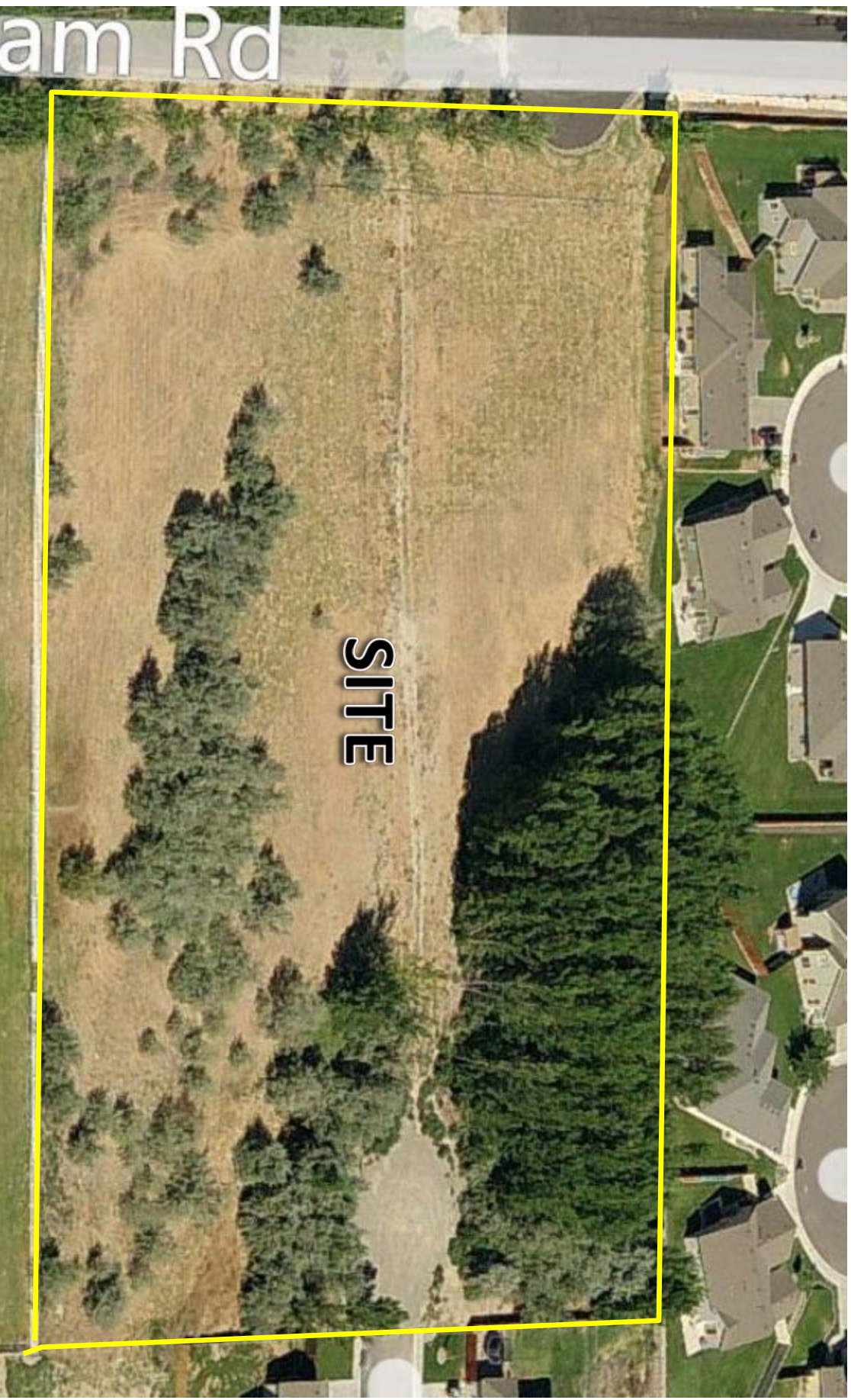
<i>LAND USAGE</i>	
GROSS PLANNING AREA	= 4.75 ACRES
481 LINEAR FEET PLAT STREETS	= 0.60 ACRES
NET PLANNING AREA	= 4.15 ACRES

4.15 ACRES X 43560 SQ.FT.	= 12,912 SQ. FT.
14 LOTS	AVERAGE LOT SIZE
15,568 SQ.FT.	11,443 SQ. FT.
LARGEST LOT (10)	SMALLEST LOT (2)
ZONING = R-1-10 SINGLE FAMILY RESIDENTIAL	



# EXHIBIT (6)





Not to Scale  
Drafted: 2/18/14

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# EXHIBIT (7)



Not to Scale

Source:  
Google  
Street View

View looking west to east from the cul-de-sac terminus of Brantingham Road



View looking northwest to southeast from the cul-de-sac terminus of Brantingham Road

SITE PHOTOS — “The Dwellings” Preliminary Plat File No. S2014-101

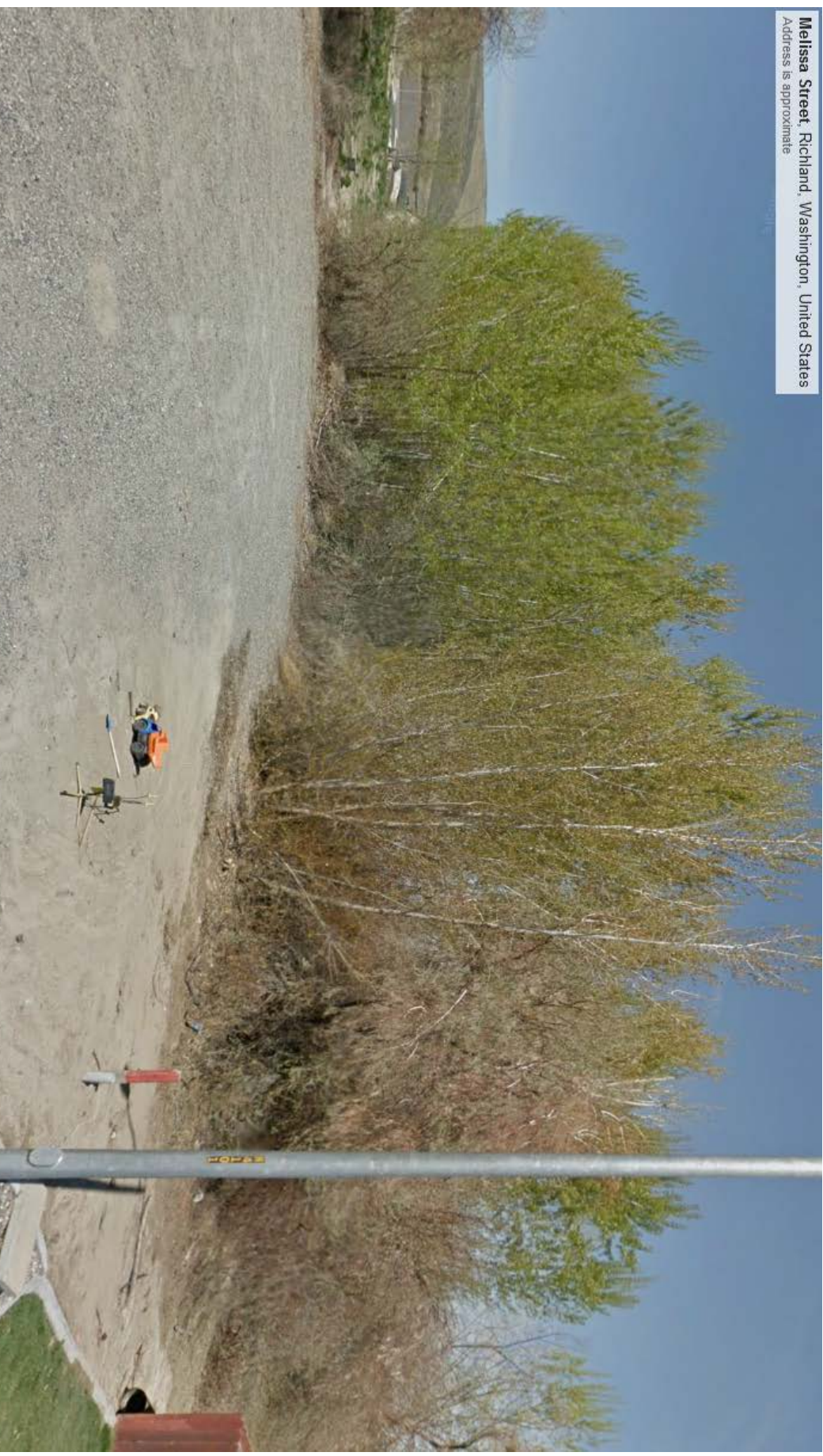
Brantingham Road, Richland, Washington, United States  
Address is approximate



Brantingham Rd. Cul-de-sac

## SITE PHOTOS — “The Dwellings” Preliminary Plat File No. S2014-101

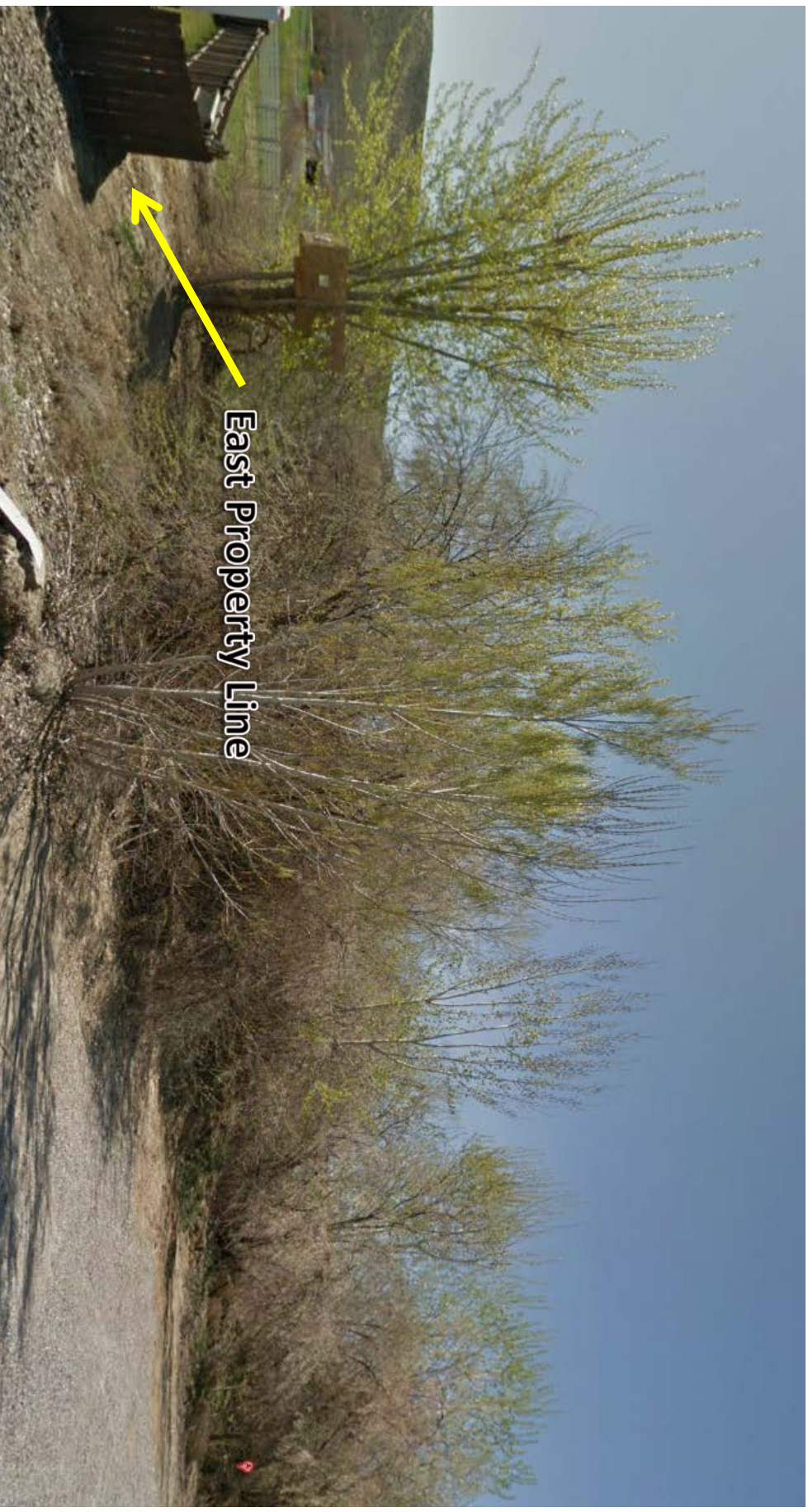
**Melissa Street, Richland, Washington, United States**  
Address is approximate



Not to Scale

Source:  
Google  
Street View

View looking generally east to west from the cul-de-sac terminus of Melissa Street along the eastern boundary of the site



East Property Line

# EXHIBIT (8)

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

RECEIVED

JAN 16 2014

Planning &  
Development Services

PRELIMINARY PLAT APPLICATION

<b>Applicant's Section</b>			
Applicant or Sponsor <b>AARON MAGALLA - DREAM BUILDERS</b>			
Address <b>P.O. BOX 766</b>		City <b>RICHLAND</b>	State <b>WA</b>
Zip <b>99352</b>			
Phone Number <b>947-3554</b>	Fax Number	Other	
Proposed Subdivision Name <b>THE DWELLINGS</b>		Legal Description <b>SEE ATTACHED MAP</b>	
Average Size Lots		Proposed Number of Tracts <b>0</b>	
Average Lot Size (Residential Lots) <b>13,604 SQ. FT. 12,912 SQ FT</b>		Area in Acres <b>4.75 ACRES</b>	
Proposed Number of Lots <b>13 LOTS 14 LOTS</b>		Proposed Number of Blocks <b>0</b>	
Name of Surveyor Platting Subdivision <b>MIKE FOWLER - ROGERS SURVEYING, INC. P.S.</b>			
Address <b>1455 COLUMBIA PARK TRAIL - #201</b>		City <b>RICHLAND</b>	State <b>WA</b>
Zip <b>99352</b>			
Phone Number <b>783-4141</b>	Fax Number <b>783-8994</b>	Other	

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

  
Applicant's Signature

1/16/14  
Date

OFFICE USE ONLY

Filed on

1/24/14

Signature



Case File No.

S2014-101

Date of Planning Commission Hearing

2/26/14

Action by Planning Commission - Minutes

Attach:

1. 30 Copies
2. 11" x 17" reduction
3. Ownership Report from Title Company listing all Owners within 300-feet.

# EXHIBIT (9)

February 17, 2014

RECEIVED  
FEB 18 2014  
Planning &  
Development Services

City of Richland  
Aaron Lambert, Senior Planner  
PO Box 190  
Richland, WA 99352

Preliminary Plat of the "Dwellings" – File No. ~~S~~2014-101

Our home abuts the "Plat" at the bottom of the hill. We hope adequate surface water drainage away from the homes at the bottom of the site has been considered. Rain and irrigation water do flow onto the homes at the bottom.

The "Plat" is in a heavily populated area. We trust the developers of the lots and home builders will be required to confine all dust to the site 24 hrs. a day, seven days a week. Homes under construction should not allow any packing, plastic, building materials or other trash to blow away from the building sites.

We would like to be notified of any decisions or information pertaining to this application.

*Patrick J. Peyton*  
*Shirley Peyton*

Pat and Shirley Peyton  
1783 Larch Ct.  
Richland, WA 99352  
509-396-7362



## Council Agenda Coversheet

Council Date: 03/18/2014

Category: Consent Calendar

Agenda Item: C4

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RESOLUTION 26-14 - BENTON COUNTY SOLID WASTE PROGRAM - INTERLOCAL AGREEMENT

Department: Public Works

Ordinance/Resolution: 26-14

Reference:

Document Type: Resolution

**Recommended Motion:**

Approve Resolution No. 26-14, authorizing the City Manager to sign and execute an interlocal agreement with Benton County and the cities of Kennewick, West Richland, Benton City and Prosser to implement solid waste programs.

**Summary:**

Washington state law requires cities and counties to complete and implement plans for solid waste processing. The law designates counties as having lead responsibility and cities are required to either plan independently or participate in county-wide planning.

Since the 1990's, Benton County and the incorporated cities within its boundaries have conducted collective planning under Benton County's leadership. Since then, the Solid Waste Management Plans have been implemented by interlocal agreements. Each agency participates in the development of the plan and provides a population-based funding level that is used to match state-provided funding. In addition to planning, the agencies operated a Moderate Risk Waste program through the same interlocal agreements.

The most recent two-year interlocal agreement expired on December 31, 2013. The proposed interlocal agreement would provide funding through the end of 2014, to cover program administration and a Moderate Risk Waste mobile event.

The Benton County Solid Waste Advisory Committee has requested that the Benton County Commissioners explore opportunities to improve program function. It is anticipated that this evaluation and any selected changes could be implemented during 2014. A new interlocal agreement will be required to extend the program beyond the end of 2014.

Staff recommends approval of the interlocal agreement.

**Fiscal Impact?**

☒ Yes ☐ No

The Solid Waste Utility's 2014 budget includes \$28,000 for funding Richland's portion of the County-wide program. No additional funds will be needed to support the proposed interlocal agreement.

**Attachments:**

- 1) RES 26-14 Interlocal Solid Waste Mgmt Plan
- 2) Solid Waste Interlocal Agreement for 2014

City Manager Approved:

Hopkins, Marcia  
Mar 14, 10:29:20 GMT-0700 2014

## RESOLUTION NO. 26-14

A RESOLUTION of the City of Richland, Washington authorizing the execution of an Interlocal Agreement with Benton County and the cities of Richland, Kennewick, West Richland, Benton City and Prosser for Solid Waste Management.

WHEREAS, the parties hereto recognize the requirement to prepare and implement solid and hazardous waste plans under Chapter 70.95 RCW and Chapter 70.105 RCW; and

WHEREAS, the parties hereto recognize the adopted Benton County Comprehensive Solid Waste Plan fulfills their jurisdictional requirements under Chapter 70.95 RCW and Chapter 70.105 RCW; and

WHEREAS, the City of Richland has elected, since the 1990's to participate in planning processes led by Benton County; and

WHEREAS, participation in the County-led planning process provides efficiencies to Richland residents; and

WHEREAS, in 2009, and again in 2011, the City developed and adopted a Solid Waste Management Plan to guide solid waste processing within its service area; and

WHEREAS, the City sought to have its 2011 Solid Waste Management Plan incorporated into the most recent update of the Benton County Solid Waste Management Plan; and

WHEREAS, with the anticipated final approval of the most recent Benton County Solid Waste Management Plan, the City will benefit by leveraging possible countywide services and achieve eligibility for state grant funds for some Richland-only programs; and

WHEREAS, the most recent Interlocal Agreement regarding solid waste management expired on December 31, 2013; and

WHEREAS, the Benton County Solid Waste Advisory Committee has recommended approval of a one-year interlocal agreement to authorize the program while program functions are evaluated.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute an Interlocal Agreement with Benton County and Participating Agencies regarding solid waste management.

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 18<sup>th</sup> day of March, 2014.

---

DAVID W. ROSE  
Mayor

ATTEST:

APPROVED AS TO FORM:

---

MARCIA HOPKINS  
City Clerk

---

HEATHER KINTZLEY  
City Attorney

INTER-LOCAL AGREEMENT  
REGARDING SOLID WASTE MANAGEMENT  
BENTON COUNTY

This Agreement addresses City-County joint participation in the countywide Solid Waste Plan and joins public agencies to exercise their powers, thereby maximizing their ability to provide services and facilities which will best fulfill the needs of the community as a whole, and is made and entered into effective the first day of January 2014, by and between Benton County, a political subdivision of the State of Washington, hereafter referred to as the Lead Agency, and the cities of Benton City, Kennewick, Richland, Prosser, and West Richland, political subdivisions of the State of Washington, and hereafter referred to as Participating Jurisdictions. The Participating Jurisdictions and Lead Agency may be referred to herein collectively as the Parties, also referred to as the Solid Waste Advisory Committee (SWAC).

I. RECITALS

WHEREAS, the parties hereto recognize the requirement to prepare and implement solid and hazardous waste plans under RCW Chapter 70.95 and RCW Chapter 70.105, and

WHEREAS, the parties hereto recognize the requirement to conduct a public review process to develop and review the Benton County Comprehensive Solid Waste Plan; and

WHEREAS, the parties hereto recognize the adopted Benton County Comprehensive Solid Waste Plan fulfills their jurisdictional requirements under RCW Chapter 70.95 and RCW Chapter 70.105; and

WHEREAS, the parties hereto wish to enter into a cooperative effort to administer, plan, and implement the recommendations contained within the adopted Benton County Comprehensive Solid Waste Plan; and

WHEREAS, each Participating Jurisdiction and Lead Agency shall have one equal vote with regards to policies and decisions made pursuant to all matters of policy and finance; And

WHEREAS, the Lead Agency will manage, track and provide custody for this Agreement, and

## II. AGREEMENTS

WHEREAS, the undersigned signatories of this Agreement are duly authorized to enter into the same by properly adopted resolutions,

NOW THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants herein contained, the parties agree as follows:

### A. AUTHORITIES

The parties to this Agreement have and possess, both jointly and severally, the primary responsibility for effective solid and hazardous waste management, planning and implementation under RCW Chapters 70.95 and 70.105. Under RCW Chapter 39.34, the Inter-local Cooperation Act, local governments are authorized to cooperate to provide themselves with services of the nature herein agreed to.

### B. PURPOSE

This Agreement is entered into pursuant to RCW Chapter 39.34 for the purpose of cooperative management of solid waste within Benton County. It is the intent of the parties to work cooperatively in developing a comprehensive solid waste management plan pursuant of RCW Chapters 70.95 and 70.105 that is viable and economically responsible to their citizens. Specifically, this Agreement will provide for the administration, planning and operations of the adopted Benton County Comprehensive Solid Waste Management Program.

### C. DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

‘Fair Share’ - the amount owed by each of the Parties based upon current population figures supplied by the Washington State Office of Financial Management (OFM), and the corresponding population percentage applied to the Solid Waste Program Budget.

‘Solid Waste Advisory Committee’ (SWAC) - a committee comprised of a representative of each of the Parties. Each Party shall designate its representative to the SWAC to the Lead Agency. The SWAC shall review Solid Waste Program budget and activities and make recommendations to the Benton County Commissioners.

‘Lead Agency’ - Benton County, a political subdivision of the State of Washington. The Lead Agency, will administer, plan and implement the Plan and Solid Waste Program.

‘Participating Jurisdictions’ - any City who has entered into the County-wide Solid Waste Inter-local Agreement with the Lead Agency and who has agreed to mutually support and financially contribute to the administration, planning and implementation of the Plan.

‘Parties’ or ‘Solid Waste Advisory Committee’ - the collective term for all Participating Jurisdictions and Lead Agency.

‘Plan’ - the Benton County Comprehensive Solid Waste Management Plan, as the same exists now or may hereafter be amended.

‘Routine Operating Agreement’ (ROA) - an agreement that is established for the purpose of accomplishing a task set forth by the Parties and is funded within the Solid Waste Program Budget.

‘Solid Waste Advisory Committee Members Bylaws’ - the bylaws the same as now exist or may hereafter be amended.

‘Solid Waste Program Budget’ - the annual Countywide Solid Waste Budget, as prepared by Benton County and accepted by the SWAC, that appropriates funds to Routine Operating Agreements and administrative functions that meet specific requirements in RCW 70.95 and/or accomplishes goals as set forth in the Plan.

‘Task’ - a project, program, activity, etc., that is annually funded from the Solid Waste Program Budget. All tasks are approved by the SWAC as needed and shall meet the recommendations set forth in the Plan.

‘Task Manager’ is designated to lead and manage a Task per the ROA.

#### D. LOCAL ADOPTION OF PLAN

Under the authority of RCW 70.95.080 each Participating Jurisdiction has elected to enter into this agreement with the County pursuant to which those jurisdictions shall participate in preparing a joint City-County Plan. Prior to the Plan’s “Final Draft” phase, when it goes to Ecology for review, each Participating Jurisdiction is required to adopt the Plan. If any Participating Jurisdiction elects not to adopt the Plan, the Lead Agency will call for a SWAC vote. If a supermajority vote (i.e. 5 of 6) is reached in favor of adopting, the opposing jurisdiction will have to choose between developing a Plan alone, or adopting the favored Plan. If two or more jurisdictions oppose adopting the Plan, then the Parties will revert back to the phase of “Revising the Preliminary Draft Plan” during which a draft Plan revision will be made to satisfy a supermajority vote. The Plan will be adopted by at least the “in favor” supermajority and submitted to Ecology for final approval.

#### E. PLAN IMPLEMENTATION

Pursuant to RCW 70.95.080 and RCW 70.105.220, the Participating Jurisdictions and Lead Agency will jointly prepare a Plan in accordance with “Guidelines for the Development of Local Solid Waste Plans and Plan Revisions” (*i.e.* Department of Ecology (WDoE) Publication No. 90-11) and implement the Plan’s recommendations. Pursuant to RCW 70.95.094, the “Final Draft Plan” shall be deemed approved, if the WDoE does not disapprove it within forty-five (45) days of receipt.

#### F. BENTON COUNTY SOLID WASTE ADVISORY COMMITTEE

The Parties hereto recognize and support the SWAC as an advisory board created under authority of RCW 70.95.165. The SWAC is an ongoing advisory committee. The SWAC is the focal point of the public involvement effort used in the planning, development and implementation of the Plan. The SWAC also provides advice to the Parties on solid and hazardous waste issues and assists the Parties in developing solid waste ordinances, rules, guidelines and policies prior to their adoption.

#### G. REGIONAL PLANNING AREA

The Parties hereto recognize the geographical planning area covered by this Agreement to be the incorporated areas of the Participating Jurisdictions and the unincorporated area of Benton County. The Hanford Nuclear Reservation is exempted from the Plan and this Inter-local Agreement.

#### H. ROUTINE OPERATING AGREEMENT IMPLEMENTATION

Prior to the annual Solid Waste Program Budget workshop, all task managers are required to submit their ROA. As a minimum, an ROA will include: 1) Task Introduction Statement; 2) Task Scope of Work; 3) Task Responsibilities; 4) Annual Task Cost; and 5) Quality Control. Eligibility of an ROA request is based on task cost and meeting recommendations set forth in the Plan. The SWAC will approve tasks based on a supermajority (*i.e.* 5 of 6) in-favor vote.

#### I. SOLID WASTE PROGRAM BUDGET

The Parties agree to mutually and financially support the administration, planning and operations of the Plan recommendations or as specified in RCW 70.95. The Lead Agency shall prepare a Solid Waste Program Budget each year for the upcoming budget year. The budget will also include Routine Operating Agreements that provide information on projects funded by the annual budget.

#### J. FAIR SHARE

The Parties agree to pay a Fair Share of the administration, planning and operation of the Solid Waste Program, as determined and voted-on by the SWAC and

approved by the Benton County Commissioners. Said Fair Share shall be a percentage of all program costs that are not covered by Coordinated Prevention Grant Funds, share percentages to be updated each January of the Agreement, being based on the most recent population figures as supplied by the Washington State OFM. The Parties agree to remit their fee to the Lead Agency within sixty (60) days of receiving an invoice from the Lead Agency. The Lead Agency's fair share shall be based on the population for the unincorporated areas of the County.

#### K. DISBURSEMENT OF ASSETS AND DEBTS

If this Agreement is terminated, all Parties to this Agreement shall determine the disbursement of any outstanding debts and the allocation of any assets. If the Parties cannot agree to the disbursement of any outstanding debts and the allocation of any assets, the issues are to be submitted for arbitration, pursuant to state law, RCW 7.04 *et seq.* The Lead Agency and the contesting jurisdiction agree that such arbitration shall be conducted before one (1) disinterested arbitrator.

#### L. DURATION

This Agreement shall commence on the date set forth above and will continue in effect for one (1) year to December 31, 2014, or until superseded by another Interlocal Agreement. As stipulated within RCW 70.95.110(1), each Plan shall be maintained in a current condition and reviewed and revised periodically as may be required by the WDoE. Upon each review such plans shall be extended to show long-range needs for solid waste handling facilities for twenty (20) years in the future, and a revised implementation schedule and implementation budget for six (6) years in the future.

#### M. REVIEW AND RENEGOTIATION

Any Party may request a review and/or renegotiations on any provision of the Agreement during the six-month period immediately preceding the ending date for the Agreement. Such request must be made in writing to the Lead Agency and must specify the provision(s) of the Agreement for which review/renegotiation(s) are requested. Review and/or renegotiation(s) pursuant to such a written request shall be immediately referred to the SWAC for their review and recommendation. Notwithstanding any other provisions in this paragraph to the contrary, the Parties may, pursuant to the procedure outlined within the Solid Waste Advisory Committee Members Bylaws, modify or amend any provision(s) of this Agreement at any time during the term of this Agreement.

#### N. TERMINATION

This Agreement may be terminated by any Participating Jurisdiction, by written notice to the Lead Agency no less than thirty (30) days immediately preceding the implementation date of the next Solid Waste Program Budget. The Parties agree: (1) that the termination will not absolve a terminating Party of any financial responsibility to the extent a financial responsibility continues to exist pursuant to the provisions of this

Agreement; and (2) that prior to termination, a withdrawing City shall submit to the SWAC how it intends on meeting its planning obligation under RCW 70.95.080.

O. WAIVER

No waiver by any of the Parties of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or a different provision of this Agreement.

P. ENTIRE AGREEMENT

This Agreement, including the recitals and all subsequent attachments and addendums, constitutes the entire Agreement between the Parties and shall be governed by the laws of the State of Washington. There are no other oral or written agreements or understanding between the Parties as to the subject matter contained herein. The venue for any action of law, suit in equity and judicial proceeding for the enforcement of this Agreement shall be instituted and maintained only in the courts of competent jurisdiction in Benton County, Washington.

Q. SEVERABILITY

Any provisions of this Agreement that is determined to be illegal, invalid or unenforceable for any reason shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

FOR THE CITY OF RICHLAND, WASHINGTON.

\_\_\_\_\_  
Cinthia D. Johnson , City Manager

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Marsha Hopkins , City Clerk

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Heather Kintzley, City Attorney

\_\_\_\_\_  
Date

I certify that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Cindy Johnson and Marsha Hopkins, to me known to be the City Manager and City Clerk, respectively, of the City of Richland, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of the City of Richland.

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: \_\_\_\_\_



## Council Agenda Coversheet

Council Date: 03/18/2014

Category: Consent Calendar

Agenda Item: C5

Key Element: Key 2 - Infrastructure & Facilities

Subject: RESOLUTION NO. 28-14, OVERSIZING AGREEMENT WITH CONAGRA FOODS LAMB WESTON, INC.

Department: Public Works

Ordinance/Resolution: 28-14

Reference:

Document Type: Contract/Agreement/Lease

### Recommended Motion:

Approve Resolution No. 28-14, authorizing the City Manager to sign and execute the oversizing agreement with ConAgra Foods Lamb Weston, Inc.

### Summary:

During the 2011 Water Utility rate study, staff reviewed the estimated impact of the proposed rate increase on customers. As ConAgra Foods Lamb Weston is the City's largest single water user, staff contacted them to determine if they could save money by using the City's Horn Rapids Irrigation system to supply their peak summer water needs to irrigate their crops at the processing facility.

ConAgra conducted their own cost-benefit analysis and capital planning process and approached the City with the desire to extend an irrigation main from the Horn Rapids residential development to their plant. The City and its engineering consultant concluded that the Horn Rapids Irrigation system had sufficient capacity to support ConAgra's proposed use.

Engineering calculations determined that ConAgra needed a 10-inch diameter irrigation main to satisfy their needs. The City determined that oversizing ConAgra's proposed irrigation main to 12-inch and connecting it to the east end of the Horn Rapids residential development, would improve service to the residential customers.

ConAgra agreed to install the larger irrigation main and provide the connection back into the City's system, if the City would reimburse them for the extra costs. Project construction was completed in the fall of 2013, so the project benefits to ConAgra and the Horn Rapids residential customers will be achieved this year.

This type of reimbursement is authorized in Richland Municipal Code section 18.34.020. The project costs have been reviewed by City engineering staff, who have determined that the City's share of the construction costs is \$33,916.

Staff recommends approval of the agreement.

### Fiscal Impact?

☒ Yes ☐ No

Total costs of this agreement are \$33,916.00. Funding is recommended from the Water Utility Irrigation system capital improvement account, which has a current available balance of \$429,443. This balance includes 2012 bond proceeds, which staff recommends using for this project.

### Attachments:

- 1) RES 28-14 Oversizing Agrmt w ConAgra
- 2) OVERSIZING - ConAgra COR Irrigation 1

City Manager Approved:

Hopkins, Marcia  
Mar 14, 10:29:36 GMT-0700 2014

## RESOLUTION NO. 28-14

A RESOLUTION of the City of Richland, Washington authorizing the execution of an Oversizing Agreement with ConAgra Foods Lamb Weston, Inc. for an Irrigation Distribution Pipeline.

WHEREAS, ConAgra Foods Lamb Weston, Inc. proposed to extend the City's Horn Rapids Irrigation Distribution System to provide non-potable water to its facilities; and

WHEREAS, City staff determined that the Horn Rapids Irrigation System contained adequate capacity to support ConAgra's proposed use; and

WHEREAS, City staff determined that the performance of the Horn Rapids Irrigation Distribution System could be improved to the benefit of existing residential customers and ConAgra if certain system components were connected; and

WHEREAS, City and ConAgra staff collaborated on the design of the pipelines; as a result, a portion of ConAgra's pipeline was increased in size from ten-inch diameter to twelve-inch diameter and a segment of six-inch pipeline was added to the project for the sole use of the City; and

WHEREAS, these oversized 12-inch and 6-inch irrigation pipelines will benefit the City's Horn Rapids residential irrigation distribution system and provide more consistent pressure and reliability for the eastern portion of the Horn Rapids residential development; and

WHEREAS, the pipeline construction has been completed and accepted by the City. The final actual costs have been reviewed by the City Engineer, who has determined the City's share to be \$33,916.00; and

WHEREAS, the Irrigation Utility division within the City's Water Utility has adequate capital funding to support participation in this oversizing agreement; and

WHEREAS, Richland Municipal Code Section 18.34.020 authorizes the City to participate in that portion of a water system extension larger than required to serve a benefitting property.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute an Oversizing Agreement with ConAgra Foods Lamb Weston, Inc. regarding the Irrigation Main.

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 18<sup>th</sup> day of March, 2014.

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DAVID W. ROSE  
Mayor

ATTEST:

APPROVED AS TO FORM:

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MARCIA HOPKINS  
City Clerk

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HEATHER KINTZLEY  
City Attorney

## **IRRIGATION MAIN OVERSIZING AGREEMENT**

THIS AGREEMENT made and entered into this 10<sup>th</sup> day of March, 2014, by and between the CITY OF RICHLAND, WASHINGTON, a municipal corporation, hereinafter referred to as "CITY" and CONAGRA FOODS LAMB WESTON, INC., hereinafter referred to as "DEVELOPER" and together, hereinafter referred to as the "PARTIES."

WHEREAS, the Developer proposed to extend the City's Horn Rapids Irrigation Distribution System to provide non-potable water to its facilities; and

WHEREAS, City staff determined that the Horn Rapids Irrigation System contained adequate capacity to support the Developer's proposed use; and

WHEREAS, City staff determined that the performance of the Horn Rapids Irrigation Distribution System could be improved to the benefit of existing residential customers and the Developer if certain system components were connected; and

WHEREAS, the desirable connections were beyond the scope of the pipeline extensions required to support the Developer's use; and

WHEREAS, the Developer only needed to install 2,936 linear feet of 10-inch PVC irrigation main to supply irrigation water for their needs, and

WHEREAS, the City desired to enlarge the irrigation main to a 12-inch PVC main in order to improve the City's residential irrigation water distribution system in the Horn Rapids residential development, and

WHEREAS, the City also desired to have an additional 1,047 linear feet of 6-inch irrigation main installed by the developer's contractor to connect this new oversized 12-inch irrigation main to an existing residential irrigation system in the plat of Horn Creek that is experiencing lower than ideal pressures and reliability, and

WHEREAS, the Developer agreed to construct both a 6-inch and a 12-inch non-potable irrigation main through the Horn Rapids residential development and also in the Kingsgate Way Right-of-Way, and

WHEREAS, this oversized 12-inch and 6-inch irrigation main will benefit the City's Horn Rapids residential irrigation distribution system and provide more consistent pressure and reliability for the eastern portion of the Horn Rapids residential development, and

WHEREAS, Richland Municipal Code Section 18.34.020 authorizes the City to participate in that portion of a water system extension larger than required to serve a benefitting property.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1: That the Developer has installed approximately 2,936 linear feet of 12-inch PVC irrigation main and its associated fittings, and 1,047 linear feet of 6-inch PVC irrigation main and its associated fittings within the Horn Rapids residential development and in the Kingsgate Way Right-of-Way, all within the boundaries of the master planned community of Horn Rapids and in accordance with good engineering practices, and the "ConAgra Foods COR Irrigation Project Phase 2" engineering construction plans approved and permitted by the City on July 15, 2013.

Section 2: That the City accepted the irrigation main on September 17, 2013 and will own, operate and maintain this new irrigation main as part of the City's Horn Rapids non-potable irrigation distribution system.

Section 3: The total oversizing costs including the 6-inch irrigation main extension incurred by the Developer is \$33,916.00, based on actual construction prices.

Section 4: The City will reimburse the Developer a total amount of \$33,916.00 for the costs to oversize the irrigation main and associated fittings within Kingsgate Way and the plat of Horn Creek from 10-inch PVC pipe to 12-inch PVC pipe, and to extend the 6-inch irrigation main which solely benefits the City of Richland.

IN WITNESS WHEREOF the parties have executed this agreement at Richland, Washington, the day and year first written above.

CITY OF RICHLAND

By: \_\_\_\_\_  
Cynthia D. Johnson, ICMA-CM  
City Manager

By: Jeffrey Schneider  
Jeffrey Schneider,  
ConAgra Foods Lamb Weston, Inc.

Attest:

\_\_\_\_\_  
Marcia Hopkins  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Heather Kintzley  
City Attorney



## Council Agenda Coversheet

Council Date: 03/18/2014

Category: Consent Calendar

Agenda Item: C6

Key Element: Key 2 - Infrastructure & Facilities

Subject: RESOLUTION NO. 29-14, SUPPLEMENTAL AGREEMENT NO. 1 FOR SOUTH GWW SAFETY & MOBILITY

Department: Public Works

Ordinance/Resolution: 29-14

Reference:

Document Type: Resolution

### Recommended Motion:

Adopt Resolution No. 29-14, authorizing the City Manager to sign and execute Supplemental Agreement No. 1 with J-U-B Engineers, Inc. for the South George Washington Way Safety and Mobility Improvements project in an amount not to exceed \$21,430.00.

### Summary:

On May 7, 2013, Council authorized the City Manager to sign and execute a Local Agency Standard Consultant Agreement with J-U-B Engineers, Inc. (Contract No. 51-13) in the amount of \$29,900.00 to conduct a traffic study and develop alternatives for the George Washington Way/Columbia Point Drive intersection as a part of the South George Washington Way Safety and Mobility Improvements project. Funding for this study was provided by a federal Highway Safety Improvement Program grant received in 2012.

On February 4, 2014, Council adopted Resolution No. 12-14, amending the 2014-2019 Transportation Improvement Program to add \$86,500 in federal Surface Transportation Program funds to the project.

The initial study has been completed and the results were presented to the Washington State Department of Transportation (WSDOT) and Federal Highway Administration (FHWA) at a meeting in Union Gap on February 5, 2014. These two agencies must participate in this project planning because Interstate 182 and State Route 240 access control would be affected by any intersection modifications at George Washington Way and Columbia Point Drive. As a result of that meeting, both parties requested additional analysis and modeling be performed to support alternatives evaluation. As of this date, at least two intersection modification alternative remain in consideration. Supplemental Agreement No. 1 would authorize J-U-B Engineers, Inc. to perform this additional work.

Staff anticipates that planning and alternatives evaluation by the agencies will continue through the summer. Staff intends to schedule a Council workshop later in 2014 to provide Council with a status update on the planning and alternatives analysis.

### Fiscal Impact?

☒ Yes ☐ No

The total cost of the proposed work is \$21,430. Funding for this supplement would be from remaining federal Highway Safety Improvement Program engineering funding and newly authorized federal Surface Transportation Program funding. Total available funding is approximately \$111,500.

### Attachments:

- 1) RES 29-14 Supplement #1 - GWW-CPD
- 2) South GWW Supplemental Agreement No. 1

City Manager Approved:

Hopkins, Marcia  
Mar 14, 10:29:44 GMT-0700 2014

## RESOLUTION NO. 29-14

A RESOLUTION of the City of Richland authorizing the execution of Supplemental Agreement Number 1 with J-U-B Engineers, Inc. to provide additional planning and design services for the South George Washington Way Safety and Mobility Improvements Project.

WHEREAS, on June 19, 2012 the City Council adopted Resolution No. 54-12 amending the 2012-2017 Transportation Improvement Program (TIP) to include \$445,000 in federal Highway Safety Improvement Program funds for the South George Washington Way Safety and Mobility Improvements Project (Project); and

WHEREAS, on January 15, 2013 the City received Federal Highway Administration (FHWA) authorization to proceed with the Preliminary Engineering phase of the project; and

WHEREAS, the City executed a Local Agency Standard Consultant Agreement (Contract No. 51-13) with J-U-B Engineers, Inc. on May 7, 2013 to provide traffic analysis and develop alternatives for the George Washington Way/Columbia Point Drive intersection; and

WHEREAS, J-U-B Engineers, Inc. completed the study and alternatives analysis and the City presented the results to the Washington State Department of Transportation (WSDOT) South Central Region staff, WSDOT Headquarters Access Control staff, and the FHWA Area Engineer; and

WHEREAS, WSDOT and FHWA staff requested additional analysis and modeling before they can determine if the proposed alternatives have enough merit to carry forward; and

WHEREAS, on February 4, 2014 the City Council adopted Resolution No. 12-14 amending the 2014-2019 TIP to include \$86,500 in federal Surface Transportation Program funding to be used in the Preliminary Engineering phase of the project; and

WHEREAS, a supplement to the original contract with J-U-B Engineers, Inc. is necessary to perform the additional analysis and modeling requested by WSDOT and FHWA.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute Supplemental Agreement No. 1 with J-U-B Engineers, Inc. for the George Washington Way Safety and Mobility Improvements project.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 18th day of March, 2014.

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DAVID ROSE  
Mayor

ATTEST:

APPROVED AS TO FORM:

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MARCIA HOPKINS  
City Clerk

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HEATHER KINTZLEY  
City Attorney



**Washington State  
Department of Transportation**

<b>Supplemental Agreement Number 1</b>		Organization and Address J-U-B ENGINEERS, INC 2810 W. CLEARWATER AVE, STE 201 KENNEWICK, WA 99336	
Original Agreement Number JUB No. 30-13-044		Phone: (509) 783-2144	
Project Number	Execution Date 5/7/2013	Completion Date 12/31/2015	
Project Title GWay/Columbia Point Intersection Study	New Maximum Amount Payable <b>\$ 51,330.00</b>		
Description of Work Preliminary Engineering to evaluate existing ramps, develop speed reducing treatments, origin/destination modeling support, pedestrian crossing analysis, Spilt-T research, cost estimates, and optional VISSM traffic modeling.			

The Local Agency of City of Richland  
desires to supplement the agreement entered into with J-U-B ENGINEERS, INC.  
and executed on 5/7/2013 and identified as Agreement No. Contract No. 51-13  
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

See attached Exhibit A-1

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No Change

**III**

Section V, PAYMENT, shall be amended as follows:

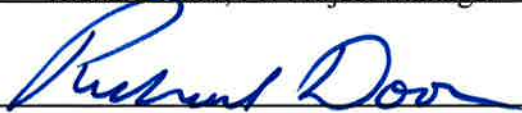
Increase the Maximum Amount Payable by \$21,430 (Tasks 1 thru 7). Increase Total Amount Authorized (Task 1 thru 6) = \$11,950. Task 7 = \$9,480 Optional as authorized by Staff.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Richard Door, PE Project Manager

By: \_\_\_\_\_

  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

**Exhibit A-1**  
**Scope of Work – JUB Engineers, Inc.**

**George Washington Way – Columbia Point Intersection Study**  
**Supplement No. 1: WSDOT/FHWA Additional Analysis**

**City of Richland**

**Duties and Responsibilities of Consultant**

J-U-B ENGINEERS, INC. (CONSULTANT) will provide additional Preliminary Engineering for traffic analysis and support in evaluating previously prepared concepts of the George Washington Way/Columbia Point Intersection. This effort will focus on obtaining WSDOT and FHWA concurrence in order to proceed with the Interchange Justification Report (IJR) and more detailed analysis on the split-T intersections and widening of the exiting 4 leg intersection concepts to select a preferred alternative.

The below scope does not include revisions to the previously prepared George Washington Way/Columbia Point Drive Intersection Traffic Study.

**TASK 1 – Evaluate Existing Ramps**

CONSULTANT will evaluate the existing ramp geometrics against current standards for the following freeway ramps: westbound I-182 to northbound George Washington way off-ramp, northbound SR 240 to northbound George Washington Way off-ramp, southbound George Washington Way to westbound I-182, southbound George Washington Way to eastbound I-182 and southbound George Washington Way to southbound SR 240.

**TASK 2 – Develop Speed Reducing Treatments**

CONSULTANT will develop up to two speed reducing treatments for the freeway off-ramps to northbound George Washington way while still meeting existing geometric standards. This task includes one meeting to discuss concept with WSDOT to be held locally. This analysis will be based on available as-built plans, aerial images and GIS information. No surveys are included.

**TASK 3 – Determine Origin Destination Support Detailed Modeling Review**

CONSULTANT shall perform traffic counts, for the PM peak only, to determine origin and destination for northbound and southbound on and off ramps with SR 240 and I-182 to George Washington Way, Aaron Drive and Columbia Point Drive. This information will be reviewed with WSDOT and if requested on-site to determine if any modifications to the model are necessary. CONSULTANT will provide additional assistance to WSDOT in their review of the VISSIM model.

**TASK 4 – Pedestrian Crossing Analysis**

CONSULTANT will research pedestrian crossing standards to determine approximate sizing for each of two alternatives. CONSULTANT will determine the at-grade pedestrian crossing requirements that impact the traffic signal phasing to assess the advantages and disadvantages

of the two alternatives without traffic modeling. CONSULTANT will evaluate and prepare, if feasible, pedestrian refuge feature for the Split T alternative.

#### **TASK 5 – Split T Intersection Research**

CONSULTANT will research the pros and cons and develop a list of operating Split-T intersections for review by WSDOT and FHWA.

#### **TASK 6 – Cost Estimates**

CONSULTANT will prepare planning level Opinion of Probable Costs for both the Traditional Improvements and Split-T Intersection Alternatives. Estimates will be prepared with enough detail to allow sub alternatives with and without a pedestrian overpass and other features to be compared for benefit cost ratios used to evaluate projects for safety grant purposes.

#### **TASK 7 – VISSIM Modeling -- OPTIONAL**

This task is optional as authorized by the CITY. If this Task is not authorized, CONSULTANT agrees to hold in reserve and not bill the CITY. Depending on the outcome of discussions with the Washington State Department of Transportation and the Federal Highway Administration, additional modeling may be needed prior to an Interchange Justification Report process. For fee purposes this task assumes the following:

CONSULTANT will prepare detailed simulation modeling to account for origin and destination data obtained through Task 3 above, as well as PM peak hour conditions with and without pedestrians for both the Traditional Improvements and Split T Intersection Alternatives (4 model runs). Level of Service and queue results will be summarized.



## Council Agenda Coversheet

Council Date: 03/18/2014

Category: Consent Calendar

Agenda Item: C7

Key Element: Key 2 - Infrastructure & Facilities

Subject: RESOLUTION NO. 30-14, CONSULTANT AGREEMENT FOR QUEENSGATE DRIVE CORRIDOR STUDY

Department: Public Works

Ordinance/Resolution: 30-14

Reference:

Document Type: Resolution

**Recommended Motion:**

Adopt Resolution No. 30-14, authorizing the City Manager to sign and execute a Consultant Agreement with J-U-B Engineers, Inc. to conduct a transportation study on the Queensgate Drive Corridor in an amount not to exceed \$51,150.00.

**Summary:**

The Queensgate Drive corridor was last studied in 2006 by The Transpo Group as part of the Queensgate Sub-Area Study. Since that time, significant development has taken place in the Queensgate/Duportail vicinity with more development on the horizon. Last year, a portion of Queensgate Drive and Columbia Park Trail was also annexed into the City by Ordinance No. 24-13.

Queensgate Drive is identified in the South Richland traffic impact fee program and as such, traffic impact fees have been collected as development has occurred to make improvements along the corridor. Staff believes that development proposals in the area are driving the need for more detailed plans than currently exist in past studies. The intent of the proposed contract is to provide detailed plans for intersections and street segments that may be impacted by development in the next one to five years.

City staff selected J-U-B Engineers, Inc. as the most qualified firm from its Professional Services roster to conduct a study of this corridor which will:

- Provide traffic analysis and conceptual layout of improvements to the Queensgate Drive/Keene Road intersection, including the future south leg,
- Identify potential right-of-way impacts for the Queensgate Drive/Keene Road intersection as well as the Queensgate Pathway to be located on the east side of Queensgate Drive,
- Evaluate and recommend improvements to Queensgate Drive between Keene Road and I-182,
- Evaluate and recommend improvements to the Queensgate Drive/Columbia Park Trail intersection,
- Evaluate and recommend requirements for the south leg of Queensgate Drive extending to, and including, the intersection with Shockley Road.

Staff recommends approval of this contract.

**Fiscal Impact?**

☒ Yes ☐ No

The total cost of the consultant agreement will not exceed \$51,150. Funding for this study will come from Zone 1 and Zone 2 Traffic Impact fees, with costs to be divided equally between the zones. The current available balance within the impact fee account for Zone 1 is \$108,495 and for Zone 2 is \$221,408.

**Attachments:**

- 1) RES 30-14 Queensgate Drive Corridor Study
- 2) Consultant Agreement - JUB Queensgate Study

City Manager Approved:

Hopkins, Marcia  
Mar 14, 10:29:11 GMT-0700 2014

## RESOLUTION NO. 30-14

A RESOLUTION of the City of Richland authorizing the execution of a Consultant Agreement with J-U-B Engineers, Inc. for a transportation study of the Queensgate Corridor.

WHEREAS, Queensgate Drive is federally classified as an Urban Minor Arterial; and

WHEREAS, the City Council has identified the Queensgate Drive corridor in the South Richland traffic impact fee program; and

WHEREAS, Queensgate Drive has been identified in the Benton Franklin Council of Governments (BFCOG) Congestion Management Plan as a congested corridor; and

WHEREAS, the corridor was last studied in 2006; and

WHEREAS, significant development has occurred in the Queensgate area since 2006; and

WHEREAS, the City annexed approximately 51 acres within a county island, including a portion of Queensgate Drive and Columbia Park Trail, under Ordinance No. 24-12 on August 21, 2012; and

WHEREAS, there has been increased interest in developing adjacent to Queensgate Drive in the newly annexed area; and

WHEREAS, there has also been increased interest in developing to the south of Keene Road, which would include constructing the south leg of the Keene Road/Queensgate Drive intersection; and

WHEREAS, the City secured federal Transportation Alternative Program funding to construct a separated pathway on the east side of Queensgate Drive from Keene Road to the I-182 pathway; and

WHEREAS, the City needs to determine what the configuration of the Keene Road/Queensgate Drive intersection should be at full build-out, including the south leg of the intersection; and

WHEREAS, the City needs to determine what the final lane configuration needs to be along Queensgate Drive between Keene Road and I-182; and

WHEREAS, the City needs to determine the intersection treatment required at the Queensgate Drive/Columbia Park Trail intersection; and

WHEREAS, the City has funding available from the South Richland traffic impact fee fund to provide the traffic analysis and study necessary to make these determinations; and

WHEREAS, City staff selected J-U-B Engineers, Inc. from its professional services roster as the most qualified firm to conduct the study. City staff has negotiated a scope of work and project budget with J-U-B Engineers, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Consultant Agreement with J-U-B Engineers, Inc. to conduct the Queensgate Drive Corridor Transportation Study.

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 18th day of March, 2014.

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DAVID ROSE  
Mayor

ATTEST:

APPROVED AS TO FORM:

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MARCIA HOPKINS  
City Clerk

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HEATHER KINTZLEY  
City Attorney



### **AGREEMENT BETWEEN CITY AND CONSULTANT**

THIS AGREEMENT, entered into this [REDACTED] day of [REDACTED], 20[REDACTED] by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and J-U-B Engineers, Inc., 2810 W. Clearwater Ave. Suite 201, Kennewick, WA 99336 (hereinafter referred to as the "Consultant").

#### **WITNESSETH:**

#### **1) SCOPE OF WORK**

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide traffic analysis and conceptual design services for the Queensgate Drive Corridor Transportation Study.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
  - (i) Exhibit A-1, Scope of Work.
- c) This Agreement consists of this Agreement, the above referenced Exhibit(s) and other documents listed below. These form the entire Agreement between the parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
  - (i) City of Richland Agreement No. [REDACTED]
  - (ii) Exhibit A-1: Scope of Work

#### **2) GENERAL REQUIREMENTS**

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Richland representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.

- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

**3) TIME FOR BEGINNING AND COMPLETION**

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by August 31, 2014.

**4) PAYMENT**

- a) For services rendered under this Agreement, the City shall pay the Consultant an amount not to exceed fifty one thousand one hundred fifty dollars (\$ 51,150.00) to complete the services rendered under this Agreement. Payment shall be made on a "lump sum" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A-1, Scope of Work.
- b) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices
- c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

**5) INDEPENDENT CONTRACTOR**

- a) The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Consultant.

**6) OWNERSHIP OF DOCUMENTS**

All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement, shall become the property of the City upon payment to the Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

**7) TERMINATION**

- a) This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event this contract is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.
- b) If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

**8) DISPUTE RESOLUTION**

- a) The City and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b) All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolved by legal action.

**9) DEBARMENT CERTIFICATION**

The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:

[www.sam.gov](http://www.sam.gov) and

<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

**10) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION**

In the event that either party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The parties agree that all questions shall be resolved by application of Washington law, and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

**11) ATTORNEY'S FEES**

The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the prevailing party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

**12) INSURANCE**

The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

- a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
  - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
  3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  4. Professional Liability insurance appropriate to the Consultant's profession.
- c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
  3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d) Other Insurance Provisions. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.
- f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited, to the additional insured endorsement.
- g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**13) INDEMNIFICATION / HOLD HARMLESS**

- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**14) STANDARD OF CARE**

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

**15) SUCCESSORS OR ASSIGNS**

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

**16) EQUAL OPPORTUNITY AGREEMENT**

The Consultant agrees that s/he will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

**17) PARTIAL INVALIDITY**

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

**18) AMENDMENTS**

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

**19) CHANGE IN LAW**

The parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any

governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) days following written notice by either party to the other party of such adverse change in law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible. If, despite good faith attempts, the parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Agreement may be terminated by either party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.

**20) CONFIDENTIALITY**

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

**21) CHANGES OF WORK**

- a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement.
- b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

**22) EXTRA WORK**

The City may desire to have the Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

*(Signature page to follow)*

Contract No.                     

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

CITY OF RICHLAND, WASHINGTON

CONSULTANT

\_\_\_\_\_  
CYNTHIA D. JOHNSON, ICMA-CM  
City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

ATTEST:

\_\_\_\_\_  
MARCIA HOPKINS  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Address

\_\_\_\_\_  
HEATHER D. KINTZLEY  
City Attorney

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

## **Exhibit A-1**

### **Scope of Work – J-U-B Engineers, Inc.**

#### **Queensgate Drive Corridor Transportation Study**

#### **City of Richland**

### **PROJECT DESCRIPTION AND BACKGROUND**

This project consists of Transportation Study and Conceptual Design.

AGENCY (City of Richland) selected CONSULTANT (J-U-B ENGINEERS, INC.) to provide traffic analysis and conceptual layout of improvements to the Queensgate Drive/Keene Road intersection to accommodate future growth and the extension of a fourth leg to connect missing roadway link of Queensgate Drive. CONSULTANT will identify Right-of-Way impacts for the intersection of Queensgate Drive/Keene Road based on proposed future improvements. CONSULTANT will evaluate and recommend improvements between Queensgate Drive/Keene Rd intersection and I-182 interchange and the future extension to Shockley Road.

### **Duties and Responsibilities of Consultant**

#### **TASK 1 – TRANSPORTATION STUDY AND CONCEPTUAL DESIGN**

CONSULTANT shall provide the Project Management, Traffic Analysis, Intersection Concept Layout, Queensgate Drive I182 to Keene Concept and the Queensgate Drive Keene to Shockley Concept and other tasks in study of the Queensgate Dr. Corridor.

##### **Subtask 1.1 – Project Management**

This task includes preparing monthly invoices and status reports, overall project coordination, monitoring the project schedule and keeping the project documentation and files up to date.

##### **Subtask 1.2 – Project Meetings**

This task involves in-house team meetings and up to two meetings with City staff to discuss project assumptions, progress and products.

##### **Deliverables:**

- ☐ Monthly invoices and Project Status Reports.
- ☐ Meeting agendas and minutes.

### **Subtask 1.3 – Quality Control**

This task involves in-house quality control reviews of the various submittals identified in the scope of work. CONSULTANT shall provide quality control reviews by senior level individuals prior to the various submittals to AGENCY.

### **Subtask 1.4 – Base Map**

AGENCY will provide digital GIS information and record drawings depicting as-built geometrics of the Queensgate Drive and Keene Road intersection. CONSULTANT will rely on AGENCY provided GIS information for existing Right-of-Way information and geometric conceptual alignment. CONSULTANT will coordinate with AGENCY staff and review information provided..

### **Subtask 1.5 – Traffic Analysis**

CONSULTANT will establish a study perimeter for use as a cordon line analysis. The purpose of the cordon line is to analyze a subregional area of the BFCOG regional model to compare traffic entering or leaving based on study assumptions to forecast new south leg of the Queensgate Drive/Keene Road intersection.

CONSULTANT will conduct AM and PM peak period turning movement counts at the intersections of Queensgate Drive at: Shockley Road, Keene Road, Jericho Road, Columbia Park Trail, eastbound I-182 ramps and westbound I-182 ramps.

CONSULTANT will compare 2006 peak hour traffic counts to 2014 counts and previously prepared 2010 and 2025 traffic projections from the Queensgate Sub area Study to the BFCOG 2030 regional model.

CONSULTANT will evaluate land use and roadway network assumptions of the BFCOG Regional Model in the study area as well as the Badger South Sub Area and recommend appropriate modifications. CONSULTANT will meet with AGENCY to confirm future year assumptions with respect to demographics and roadway network.

AGENCY may request that BFCOG run the regional model without the proposed south leg of the intersection to aid in refining the forecast. CONSULTANT will recommend growth factors and methods to forecast 20 year traffic projections.

CONSULTANT will prepare future year AM and PM peak hour traffic volume forecasts at the intersection of Queensgate Drive/Keene Road for the three existing legs of the intersection and a planned fourth leg. Forecast will be performed using BFCOG model results, existing and historical counts, adjusting for anomalies, margin of error, and cordon line volumes with and without the 4<sup>th</sup> (south) leg at Keene Road/Queensgate Drive .

CONSULTANT will perform a Capacity Analysis for existing conditions using data gathered during preparation of the base map. Additional capacity analysis will be performed to determine appropriate lane configurations and auxiliary lanes necessary to achieve acceptable Level of Service and promote safety to meet AGENCY standards for the 20 year forecast traffic volumes. This analysis will include operational analysis of a roundabout option at Queensgate Drive/Keene Road and evaluation of the need for and timing of a potential traffic signal at the Columbia Park Trail intersection at Queensgate

Drive. Storage length needs will also be determined based on queue lengths identified in the analysis.

AGENCY will provide all day traffic counts for the Intersection of Queensgate Drive/Columbia Park Trail.

CONSULTANT will evaluate the need for a fourth lane on Queensgate Drive north of Keene Road to I-182 WB off ramp. Evaluation will include identifying potential improvements and impacts such as available width of existing I-182 overpass to accommodate a fourth lane.

CONSULTANT will prepare exhibits and draft a report documenting the traffic analysis findings. CONSULTANT will submit draft report and incorporate AGENCY comments into a final stamped report.

#### **Deliverables**

- ☐ Draft Traffic Analysis Report
- ☐ Final Traffic Analysis Report

#### **Subtask 1.6 – Intersection Concept Layout**

CONSULTANT shall prepare two Intersection Concept Layouts, as a signalized 4 legged intersection and as a roundabout with a potential westbound to northbound slip lane, based on the base map and recommend future improvements documented in the Traffic Analysis Report. The concept layouts will include the horizontal geometric features of a four legged signalized intersection or roundabout with the required lanes to accommodate the improvements needed for the predicted 20 year level of service. Potential phasing of improvements will also be considered to determine if portions of the ultimate project could serve interim conditions.

Intersection Concept Layouts will be based on horizontal layout only. Vertical profile and detailed roadway section including catch slopes are not included. Additional right-of-way needs will be based on engineering judgment.

CONSULTANT will submit a draft concept layout and incorporate AGENCY comments into a final concept layout.

#### **Deliverables**

- ☐ Draft Intersection Concept Layouts, signalized and roundabout alternatives
- ☐ Final Intersection Concept Layout (preferred alternative only)

#### **Subtask 1.7 – Queensgate Drive Concept Layout – I-182 to Keene Road**

The City intends to add a pathway from Columbia Trail to Keene Road. CONSULTANT will evaluate the proposed location and potential right-of-way needs based on the Traffic Analysis task. CONSULTANT will develop an exhibit showing the existing right-of-way as determined by City provided GIS and conceptual limits of potential additional right-of-way needed for roadway widening and the proposed pathway. CONSULTANT will submit a draft concept and incorporate City comments into the final version.

### **Deliverables**

- ☐ Draft Concept Layout
- ☐ Final Concept Layout

### **Subtask 1.8 – Queensgate Drive Concept Layout – Keene Road to Shockley Road**

CONSULTANT will develop an exhibit showing conceptual alignment and lane configuration based on City provided GIS and City provided planning information showing proposed development concepts. The concept alignment will include access ties to existing streets as well as a conceptual roundabout at the Queensgate Drive/Shockley Road intersection. CONSULTANT will submit a draft concept and incorporate City comments into the final version.

### **Deliverables**

- ☐ Draft Concept Layout
- ☐ Final Concept Layout

### **Subtask 1.9 – Project Improvements**

CONSULTANT will list potential project improvements and associated costs based on the Traffic Analysis, Intersection Concept and Queensgate Drive Concepts tasks. CONSULTANT will review recommendations with the City and incorporate comments into recommendations.

### **Deliverables**

- ☐ List of project improvements and associated budget costs

## **SCHEDULE OF SERVICES**

Predicated upon timely receipt of AGENCY provided information, reviews and active direction during work, CONSULTANT anticipates the following schedule for the Services listed:

### **TASK 1**

Draft Traffic Analysis Report - within 45 days of authorization to proceed including:

- ✓ Draft Intersection Layout
- ✓ Draft Queensgate Dr. Concept Exhibits

Final Traffic Analysis Report – within 30 days of receiving comments including:

- ✓ Final Intersection Layout
- ✓ Final Queensgate Drive Concepts
- ✓ Project Improvements List

## **LIMITATIONS AND ASSUMPTIONS**

The following limitations have been identified and will apply to this Scope of Work:

1. One forecast year is assumed for traffic projections and capacity analysis. (For the purposes of this SOW it is assumed that the regional model includes build-out of the Badger South Sub area. If this is not the case and the regional model is truly a 20-year forecast and a build-out scenario or some other future year forecast is desired by the City, additional work will be required.
2. One forecast network is assumed for traffic projections and capacity analysis. (For the purposes of this SOW it is assumed that both Queensgate Drive and Gage Boulevard will serve the Badger South Sub area in 20 years and that the Duportail Bridge is in-place. If additional roadway network scenarios are desired by the City additional work will be required.
3. City of Richland is the only reviewing agency and will provide one set of compiled review comments for each submittal.
4. Geotechnical investigation is not included.
5. Surveying is not included. Title research, and right of way research is not included.
6. Preliminary Engineering and detailed design is not included.
7. I-182 Interchange Justification Report is not included.
8. City of Richland will provide traffic counts for Columbia Park Trail and Queensgate Drive.

## **Supplemental Services**

This Agreement may also be supplemented with the following additional services as determined by the AGENCY:

- Traffic forecasts and capacity analysis for additional forecast years.
- Traffic forecasts and capacity analysis for additional roadway network scenarios.
- Preliminary Engineering Design (30%) or Final Roadway and Intersection Design
- Surveying
- Signal Design
- Right of Way Plans - Appraisals and Negotiation
- Environmental, ECS, EA, EIS, SEPA or discipline reports such as biological, noise, or light studies.
- PS&E
- Construction Engineering

CLIENT: City of Richland  
DATE: March 10, 2014  
Section: Queensgate Drive

Expenses	\$256.00
Subconsultants	\$4,152.50
Total	\$46,481.68
Total rounded (\$100)	\$46,500.00
Management Reserve	\$4,650.00
TOTAL	\$51,150.00



## Council Agenda Coversheet

Council Date: 03/18/2014

Category: Consent Calendar

Agenda Item: C8

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RESOLUTION NO. 31-14, APPROVAL OF SALE OF SURPLUS EQUIPMENT

Department: Administrative Services

Ordinance/Resolution: 31-14

Reference:

Document Type: Resolution

**Recommended Motion:**

Adopt Resolution No. 31-14, declaring the described items as surplus and authorize staff to dispose of the equipment in a manner most advantageous to the City.

**Summary:**

The City Manager or her designee is authorized by ordinance to sell or dispose City property valued up to \$1,000. All City property valued at more than \$1,000 must be declared by Council, as excess to the present and future needs of the City prior to disposal or sale. The disposal of surplus equipment reflects a continuing effort to improve utilization of the City's fleet and inventory.

The listed equipment on the resolution have been determined to be excess to the City's needs.

Fiscal Impact?

☒ Yes ☐ No

Proceeds from the sale of these surplus items will be deposited into the Equipment Replacement Fund.

**Attachments:**

1) Proposed Resolution No. 31-14 Surplus Equipment

City Manager Approved:

Hopkins, Marcia  
Mar 14, 10:28:31 GMT-0700 2014

RESOLUTION NO. 31-14

A RESOLUTION of the City of Richland declaring certain equipment surplus to the City's needs.

WHEREAS, the City Council, as legislative authority of the City of Richland, has determined that certain equipment are surplus.

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

Section 1. The City Council finds and declares that certain equipment, as listed on the attachment, are no longer needed and therefore are surplus to the City's needs.

Section 2. Staff is hereby authorized to sell or dispose of said equipment on behalf of the City.

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 18<sup>th</sup> day March, 2014.

\_\_\_\_\_  
DAVID W. ROSE  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS  
City Clerk

\_\_\_\_\_  
HEATHER KINTZLEY  
City Attorney

**2014 SURPLUS LIST****Surplus Items**

<b>Vehicle #</b>	<b>Year</b>	<b>Est. Value</b>	<b>Division</b>	<b>Item Description</b>
7124	2004	\$ 25,000	Solid Waste Disposal	JOHN DEERE DOZER MODEL 650H
7135	2008	\$ 45,000	Streets	ELGIN MODEL H2009D BROOM BEAR SWEEPER
7097	1998	\$ 24,000	Water Maint	JOHN DEERE 310SE BACKHOE
7125	1998	\$ 13,150	Power Operations	JOHN DEERE 310SE BACKHOE



## Council Agenda Coversheet

Council Date: 03/18/2014

Category: Consent Calendar

Agenda Item: C9

Key Element: Key 2 - Infrastructure & Facilities

Subject: LEASE AGREEMENT WITH THE PORT OF BENTON FOR MATERIAL STORAGE ON PORT PROPERTY

Department: Parks and Recreation

Ordinance/Resolution: 32-14

Reference:

Document Type: Resolution

**Recommended Motion:**

Approve Resolution No. 32-14, authorize the City Manager to enter into a lease agreement for material storage on Port property.

**Summary:**

The City has historically leased a building from the US Government located at 1975 Saint Street for paint and chemical storage. The Port of Benton recently assumed the lease from the US Government. The lease is now expiring and the Port of Benton desires to convert the lease to a standardized Port template. The terms of the lease are agreeable if the City decides to pursue an alternate storage facility in the future.

The lease term is 10 years with optional renewals.

Fiscal Impact?

☒ Yes ☐ No

Annual rent from the City to the Port of Benton: \$150.

**Attachments:**

- 1) Resolution 32-14
- 2) Lease Agreement

City Manager Approved:

Hopkins, Marcia  
Mar 14, 10:29:27 GMT-0700 2014

RESOLUTION NO. 32-14

A RESOLUTION OF THE CITY OF RICHLAND  
authorizing the execution of a lease for storage of City material  
on certain Port of Benton property.

WHEREAS, the City utilizes a building located at 1975 Saint Street for paint and chemical storage; and

WHEREAS, the City leased the building from the US Government; and

WHEREAS, the Port of Benton assumed the lease from the US Government; and

WHEREAS, the lease is expiring and the Port of Benton desires to transition the lease to a standardized Port of Benton lease template; and

WHEREAS, the City intends to continue utilizing the building for paint and chemical storage into the near future;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute a lease agreement with the Port of Benton for material storage on Port property.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 18<sup>th</sup> day of March, 2014.

\_\_\_\_\_  
DAVID ROSE  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS  
City Clerk

\_\_\_\_\_  
HEATHER KINTZLEY  
City Attorney

**GROUND LEASE**

PORT OF BENTON - CITY OF RICHLAND

**PARTIES:**

LESSOR: PORT OF BENTON, a municipal corporation of the State of Washington, hereafter "Port".

TENANT: CITY OF RICHLAND, a municipal corporation of the State of Washington, hereafter "Tenant."

**AGREEMENTS:**

1. **LEASE.** Port hereby leases land to Tenant upon the terms, covenants and conditions contained herein the premises commonly referred to as **1975 Saint Street** located in Richland, Washington (hereafter the "Property"). The Property is more particularly described on **Attachment 1 (Legal Description)** and **Attachment 2 (Site Plan)** to this Lease.

The Property consists of 0.70 acres, including access easements described herein, located adjacent to the Port of Benton's "Railroad Property," as described in its Comprehensive Plan of Harbor Improvements.

The Tenant has inspected the Property and agrees to take the Property in its present condition. The Tenant is relying upon its own inspections of the Property to determine whether to enter into this Lease, and the Tenant is not relying upon any representation made by the Port, its employees or agents, except as specifically set forth in this Lease.

2. **TERM.** This lease shall run for a period of ten (10) years commencing on September 1, 2013 and terminating on August 31, 2023. Provided, however, that the Port may terminate this Lease at any time during the term, if the Port, in its discretion, determines it has a better use for the property. The Port shall give the Tenant written notice of the termination at least 180 days prior to the date of termination.

2.1 The Tenant shall have the option to extend this Lease for two (2) additional terms of ten (10) years each: one extension at the end of the initial term and one extension at the end of the first renewal term.

2.2 The option to extend this Lease shall be deemed to have been exercised unless the Tenant shall give the Port written notice of its intent not to exercise an option at least one hundred eighty (180) days prior to termination of the initial term or any renewal term except the final renewal term.

2.3 The Tenant may only exercise the right to extend the term of this Lease if the Tenant is not in material default in the performance of the terms of this Lease at the time the Tenant exercises the option or at the time an option is deemed to be exercised under Section 2.2.

2.4 In the event the Tenant elects not to exercise the Lease extensions as provided in this Section, then this Lease shall terminate and the Tenant shall have no further rights to under the terms of the Lease.

3. **RENT.** Tenant shall pay rent in advance each year during the term of this Lease. The annual rent shall be \$ 150.00 per annum.

3.1 Lease payments shall be made payable to the Port of Benton and shall be paid on "September 1" unless term date modified otherwise, at the Port offices located at 3100 George Washington Way, Richland, Washington, or at such other address as the Port shall direct in writing.

3.2 As Tenant is a municipal corporation, Tenant shall be exempt from taxes imposed pursuant to RCW 82.29A.030 and 82.29A.040.

3.3 (3) Year CPI Adjustment – This section intentionally omitted.

3.4 Any rent payment not paid within ten (10) days of the due date shall accrue interest on the unpaid rent at the rate of one and one-half percent of the late payment for each month or portion of month by which the payment is delayed.

4. **CONDITION OF PROPERTY.** The Tenant shall take the Property in its present condition, without warranties or representations by the Port except as set forth in this Lease. The Tenant has been occupying the premises since November 24, 1959, is fully familiar with the Property and agrees to take the Property in its present condition, and subject to the restrictions contained in the Indenture between the United States of America and the Port, the amendments thereto, and the Quit Claim Deed from the United States of America, copies of which has been provided to the Tenant. The Tenant agrees to take the Property in its present condition without warranties. The Tenant is relying upon its own inspections of the Property to determine whether to enter into this Lease, and the Tenant is not relying upon any representation made by the Port, its employees or agents, except as specifically set forth in this Lease.

5. **SECURITY.** The Tenant shall provide the Lessor with a rent security bond in the amount equal to the rent and Leasehold Tax to be paid during the initial year of the Lease. A deposit of funds with the Port or an assignment of a savings account in the amount specified above which cannot be released without the approval of the Port will be acceptable in lieu of a rent bond. In the event the rent is adjustable as provided in Section 3, then the security bond or security deposit shall be adjusted so the amount of the security equals the rent and leasehold excise tax due during the year. As a municipal corporation, no rent security bond will be required under the terms of this lease.

**6. TAXES AND ASSESSMENTS.** Tenant shall pay all taxes assessed against the buildings and improvements owned only by the Tenant and the other property of Tenant located upon the Property, promptly as the same become due. Tenant shall pay all assessments hereafter levied against the Property or a portion thereof during the term of this Lease, including assessments coming due to any special purpose governmental district; provided, however, if the assessment is payable in installments, whether or not interest shall accrue on the unpaid installments, the Tenant may pay the assessments in installments as they become due, provided that the Tenant's obligation to pay the assessments levied during the term of the Lease, even though paid in installments, shall survive the termination or expiration of this Lease.

**6.1** Tenant may contest the legal validity or amount of any taxes, assessments or charges which Tenant is responsible for under this Lease and may institute such proceedings as Tenant considers necessary. If Tenant contests any such tax, assessment or charge, Tenant may withhold or defer payment or pay under protest but shall protect Port and the Property from any lien. Port appoints Tenant as Port's attorney-in-fact for the purpose of making all payments to any taxing authorities and for the purpose of contesting any taxes, assessments or charges.

**7. USE.** The Tenant shall use the Property for the maintenance and operation of a pole building and chemical/paint storage building site and for uses incidental thereto and for no other purposes without the prior written consent of the Port.

**7.1** The Port acquired title to the railroad property by conveyances from the Department of Energy. The Tenant covenants that it will not use the Property in any manner which would subject the Property to forfeiture under the provisions of the above-described deeds.

**7.2** The Tenant hereby covenants that it will not use the Property in any manner which is in violation of the protective covenants, as the same may be reasonably amended from time to time.

**8. MAINTENANCE OF PROPERTY.** Throughout the term of this Lease, Tenant at its sole cost and expense shall maintain the Property and all improvements then existing thereon in good condition and repair, subject to reasonable wear and tear, and in accordance with all applicable covenants, laws, rules, ordinances and regulations of governmental agencies.

**9. CONDITIONS OF CONSTRUCTION.** Before any construction, reconstruction or alteration of the improvements on the Property, except for interior improvements or non-structural modifications, is commenced and before any building materials have been delivered to the Property in connection with such construction, reconstruction or alteration by Tenant or under Tenant's authority, Tenant shall comply with all the following conditions:

**9.1** Tenant shall deliver to Port for its approval one set of preliminary construction plans and specifications prepared by an architect or engineer licensed to practice as such in the State of Washington including, but not limited to, preliminary grading utility connections, locations of ingress and egress to and from public thoroughfares, curbs, gutters, parkways, street lighting, designs and locations for outdoor signs, storage areas and landscaping, all sufficient to enable Port to make an informed judgment about the design and quality of

construction. All improvements shall be constructed within the exterior property lines of the Property, provided that required work beyond the Property on utilities, access and conditional use requirements will not violate this provision. Tenant shall permit Port to use the plans without payment for purposes relevant to and consistent with this Lease.

9.2 The Port shall examine the plans and specifications for the purpose of determining reasonable compliance with the terms and conditions of this Lease, the Protective Covenants governing the Richland Airport and compatibility with the overall design and use of the Richland Airport. Approval will not be unreasonably withheld. Approval or disapproval shall be communicated to the Tenant and disapproval shall be accompanied by specification in reasonable detail of the grounds for disapproval.

9.3 Tenant shall prepare final working plans and specifications substantially conforming to preliminary plans previously approved by the Port, submit them to the appropriate governmental agencies for approval and deliver to Port one complete set as approved by the governmental agencies.

9.4 Tenant shall notify Port of its intention to commence the initial construction at least fourteen (14) days before commencement of any such work or delivery of any materials. The notice shall specify the approximate location and nature of the intended improvements. During the course of construction, Port shall have the right to post and maintain on the Property any notices of non-responsibility provided for under the applicable law and to inspect the Property at all reasonable times.

9.5 Except as specifically provided in this Lease, Port makes no covenant or warranties respecting the condition of the soil or subsoil or any other condition of the Property.

9.6 Once work is begun, Tenant shall with reasonable diligence complete all construction of improvements. Construction required at the inception of the Lease shall be completed and ready for use within six (6) months after commencement of construction, provided that the time for completion shall be extended for so long as the Tenant is prevented from completing the construction due to delays beyond the Tenant's control; but failure, regardless of cause, to commence construction within eighteen (18) months from the commencement date of the Lease shall, at Port's election exercised by thirty (30) days written notice, terminate this Lease. All work shall be performed in a workmanlike manner, substantially comply with the plans and specifications required by this Lease and comply with all applicable governmental permits, laws, ordinances and regulations.

9.7 Tenant shall pay the cost and expense of all Tenant's improvements constructed on the Property. Tenant shall not permit any mechanic's or construction liens to attach to the Property. Tenant shall not permit any mechanics', materialmen's, contractors' or subcontractors' lien arising from any work of improvement performed by or for the Tenant to be enforced against the Property, however it may arise. Tenant may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Port's Property interests are not jeopardized. Tenant shall defend and indemnify Port against all liability and loss of any type arising out of the construction of improvements on the Property by Tenant. Unless

caused by the Port, its agents, contractors and invitees, Tenant shall reimburse Port for all sums paid according to this paragraph, together with the Port's reasonable attorneys' fees and costs plus interest on those sums at the legal rate.

9.8 On completion of the construction of any improvements, additions or alterations covered by this Section 9, Tenant shall give Port notice of all structural or material changes in plans or specifications made during the course of the work and shall at that time supply Port with drawings accurately reflecting all such changes. Changes which are non-structural or which do not substantially alter the plans and specifications as previously approved by the Port do not constitute a material change.

**10. OWNERSHIP OF IMPROVEMENTS.** All improvements constructed on the Property by Tenant as permitted by this Lease shall be owned by Tenant until termination of this Lease. Subject to the Port's security interest in the event of a breach, within sixty (60) days after the termination of this Lease, the Tenant may remove any buildings, improvements or trade fixtures installed on the Property and owned by the Tenant. Provided, however, in the event the Tenant has failed to maintain the Property as required by this Lease or the Property is contaminated by toxic or hazardous materials as the result of the actions of the Tenant or its successors such that in any event the value of the improvements is less than the cost of removal, remediation or renovation to bring the Property into compliance, then the Port may require the Tenant to remove any improvements or trade fixtures installed by the Tenant. The Tenant shall repair at Tenant's expense any damage to the Property resulting from such removal.

**11. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, sublet or transfer its interest in this Lease in whole or in part to any person or entity without Port's prior written consent.

**12. LEASEHOLD MORTGAGES.** Tenant shall have the right during the term of this Lease to mortgage the Tenant's interest in this Lease, without the prior consent of the Port, and to assign the Tenant's interest in this Lease as collateral security for such leasehold mortgage. All rights acquired by the holder of the leasehold mortgage shall be subject to each and every term, covenant and condition of this Lease and to all rights and interests of the Port. None of the terms, covenants or conditions of the Lease shall be waived by the Port by reason of the right given to the Tenant to assign its interest in this Lease for security purposes.

12.1 The Leasehold Mortgage shall contain provisions providing that no purchaser or transferee of the Lease at any foreclosure sale or other transfer authorized by law or by reason of a default under the mortgage where no foreclosure sale is required shall further assign or transfer any right, title or interest in or to this Lease or the leasehold estate covered by the Leasehold Mortgage unless the Port has approved the assignee or transferee in writing.

12.2 In the event the Tenant assigns this Lease for security purposes as provided in this Section 12, after receipt of a written notice from the Tenant giving the name and address of the leasehold mortgagee, the Port agrees that whenever the Port sends a notice to the Tenant under the terms of this Lease, the Port will contemporaneously send a copy of the notice to the leasehold mortgagee.

12.3 The Port further agrees that it will not accept a voluntary cancellation or surrender of the Lease by the Tenant without prior written consent of the leasehold mortgagee and the Port will not enter into any amendments of the lease which modifies any material provision of the lease without prior written approval of the leasehold mortgagee. No merger shall result from the acquisition by or the devolution upon any one entity of the fee and leasehold estates in the property.

12.4 In the event of a notice of default from the Port to the Tenant, the leasehold mortgagee may cure any default within the time provided for in the lease after the leasehold mortgagee's receipt of the notice of default. The Port agrees to accept a tender of cure of default from the leasehold mortgagee as if the cure were tendered by the Tenant. Provided, however, that if it takes the leasehold mortgagee more than thirty (30) days to cure a default (other than the payment of any money due under the lease) because the leasehold mortgagee is not in possession of the property, the lease shall not be in default if the leasehold mortgagee promptly undertakes to obtain possession of the property and diligently pursues its right to possession. No tender of cure of a default by the leasehold mortgagee shall require the leasehold mortgagee to cure any future defaults by the Tenant or require the leasehold mortgagee to perform any other term or condition of this Lease.

12.5 In the event of a default by the Tenant which has not been cured by the Tenant or by the leasehold mortgagee and which would permit the Port to forfeit or otherwise terminate this Lease or in the event the leasehold mortgagee forecloses upon its leasehold mortgage and becomes the holder of the Tenant's interest in this Lease, the Port agrees to accept the leasehold mortgagee as the Tenant under this Lease, provided the leasehold mortgagee performs all of the obligations and covenants of the Tenant contained in this Lease which are capable of being performed by the leasehold mortgagee.

12.6 In the event of a default which is personal to the Tenant (such as a bankruptcy) and which cannot be cured by the leasehold mortgagee and the Tenant's interest under this Lease has been terminated or canceled, then at the written request of the leasehold mortgagee, the Port agrees to enter into a new lease with the leasehold mortgagee under the same terms and conditions as this Lease and for any unexpired term of the lease. The Port's execution and delivery of the lease shall be without any representation or warranty of any kind, including any representations or warranties regarding title to the Property, the improvements or the priority of such new lease.

12.6.1 The Port shall be obligated to enter into a new lease with the leasehold mortgagee only if the leasehold mortgagee has remedied and cured all monetary defaults of the Tenant under this Lease and has remedied and cured or has commenced and is diligently completing the cure of all non-monetary defaults susceptible to cure by any party other than the original Tenant. The leasehold mortgagee shall pay all costs and expenses of the Port, including, but not limited to, attorney fees, real property transfer taxes, escrow fees and recording fees incurred in connection with the preparation and execution of a new lease and any related conveyances.

12.6.2 If more than one leasehold mortgagee requests a new lease or in the event of a dispute between the Tenant and a leasehold mortgagee, the Port shall have no duty to determine the relative priority of the leasehold mortgages and the Port shall have no obligation to enter into a new lease with any leasehold mortgagees unless the dispute is resolved to the Port's satisfaction within ninety (90) days of the termination of this Lease.

12.6.3 Upon the execution of the new lease by the leasehold mortgagee and the Port, the Port will convey to the leasehold mortgagee by quit claim deed, title to any improvements constructed on the Property by the Tenant in which the leasehold mortgagee has a recorded mortgage or other security interest. The conveyance of the improvements shall be in "as is" condition without any warranty or representation by the Port concerning the condition of the improvements. The Port will not warrant the title to the improvements and the leasehold mortgagee shall accept the title to the improvements subject to any existing encumbrances.

12.6.4 Upon the execution of a new lease and the conveyance of title to improvements, if any, it shall be the responsibility of the leasehold mortgagee to cancel and discharge this Lease and remove any persons occupying the premises. The leasehold mortgagee shall indemnify the Port and hold it harmless from any obligations, claims, actions, damages, costs or expense, including attorney fees, which may arise from such action or from the Port's compliance with any of the provisions of this Section 12.6.

**13. PUBLIC LIABILITY INSURANCE.** Throughout the term at Tenant's sole cost and expense, Tenant shall keep or cause to be kept in force for the mutual benefit of Port and Tenant comprehensive broad form general public liability insurance (including a contractual liability endorsement) against claims and liability for personal injury, death or property damage arising from the use, occupancy, misuse or condition of the Property and improvements with limits of coverage in an amount and with deductibles in such amounts as may be reasonably acceptable to the Port. The limits shall not be less than \$1,000,000 each occurrence / \$2,000,000 aggregate. The Tenant's insurance shall cover damages caused by contamination or pollution of the Premises with the same limits as the liability coverages.

**13.1 PROOF OF COMPLIANCE.** The Tenant shall name the Port as an additional insured on the public liability insurance policy required to be maintained by the terms of this Lease. Port may require Tenant to deliver to Port in the manner required for notices a copy or certificate of all insurance policies required by this Lease. Tenant shall include a provision in each of its insurance policies requiring the insurance carrier to give Port at least thirty (30) days prior written notice before such policy terminates. Tenant shall not substantially modify any of the insurance policies required by this Lease without giving at least thirty (30) days prior written notice to Port.

#### **14. DEFAULT.**

**14.1 EVENTS OF DEFAULT.** Each of the following events shall be a default by Tenant and a breach of this Lease.

14.1.1 The failure or refusal to pay when due any installment of rent or other sum required by this Lease to be paid by Tenant or the failure to perform as required or conditioned by any other covenant or condition of this Lease.

14.1.2 The appointment of a receiver to take possession of the Property or improvements or of Tenant's interest in the leasehold estate or of Tenant's operations on the Property for any reason, unless such appointment is dismissed, vacated or otherwise permanently stayed or terminated within sixty (60) days after the appointment.

14.1.3 An assignment by Tenant for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Tenant under any law for the purpose of adjudicating Tenant a bankrupt; or for extending time for payment, adjustment or satisfaction of Tenant's liability; or for reorganization, dissolution or arrangement on account of or to prevent bankruptcy or insolvency, unless the assignment or proceeding and all consequent orders, adjudications, custodies and supervision are dismissed, vacated or otherwise permanently stayed or terminated within sixty (60) days after the assignment, filing or other initial event.

14.2 NOTICE. As a precondition to pursuing any remedy for an alleged default by Tenant, Port shall give written notice of default to Tenant in the manner herein specified for the giving of notices. Each notice of default shall specify the alleged event of default and the intended remedy.

14.3 TENANT'S RIGHT TO CURE. If the alleged default is nonpayment of rent, taxes or other sums to be paid by Tenant as provided in this Lease, Tenant shall have ten (10) days after receipt of written notice to cure the default. For the cure of any other default, Tenant shall have thirty (30) days after receipt of written notice to cure the default, provided, however, that if it takes more than thirty (30) days to cure a default, the Tenant shall not be in default if it promptly undertakes a cure and diligently pursues it.

14.4 TIME OF THE ESSENCE. Time is of the essence of this Lease and for each and every covenant or condition which must be performed hereunder.

**15. PORT'S REMEDIES.** If any default by Tenant continues uncured after receipt of written notice of default and the period to cure as required by this Lease for the period applicable to the default, subject to the provisions of Section 12, the Port has the following remedies in addition to all other rights and remedies provided by law or equity to which Port may resort cumulatively or in the alternative:

15.1 Without terminating this Lease, Port shall be entitled to recover from Tenant any amounts due hereunder or any damages arising out of the violation or failure of Tenant to perform any covenant, condition or provision of this Lease.

15.2 Port may elect to terminate this Lease and any and all interest and claim of Tenant by virtue of such lease, whether such interest or claim is existing or prospective, and to terminate all interest of Tenant in the Property and any improvements or fixtures thereon (except trade fixtures). In the event this Lease is terminated, all obligations and indebtedness of Tenant to

Port arising out of this Lease prior to the date of termination shall survive such termination. In the event of termination by Port, Port shall be entitled to recover immediately as damages the total of the following amounts:

15.2.1 The reasonable costs of re-entry and re-letting, including, but not limited to, any expenses of cleaning, repairing, altering, remodeling, refurbishing, removing Tenant's property or any other expenses incurred in recovering possession of the Property or re-letting the Property, including, but not limited to, reasonable attorney's fees, court costs, broker's commissions and advertising expense.

15.2.2 The loss of rental on the Property accruing until the date when a new tenant has been or with the exercise of reasonable diligence could have been obtained.

15.3 Port may re-enter the Property and take possession thereof and remove any persons and property by legal action or by self-help and without liability for damages and Tenant shall indemnify and hold the Port harmless from any claim or demand arising out of such re-entry and removal of persons and property. Such re-entry by the Port shall not terminate the Lease or release the Tenant from any obligations under the Lease. In the event Port re-enters the Property for the purpose of re-letting, Port may re-let all or some portion of the Property, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of a period of rent-free occupancy or other rental concession, and Port may not be required to re-let to any tenant which Port may reasonably consider objectionable.

15.4 In the event Port re-lets the Property as agent for Tenant, Port shall be entitled to recover immediately as damages the total of the following amounts.

15.4.1 An amount equal to the total rental coming due for the remainder of the term of this Lease, computed based upon the periodic rent provided for herein and without discount or reduction for the purpose of adjusting such amount to present value of anticipated future payments, less any payments thereafter applied against such total rent by virtue of the new lease.

15.4.2 The reasonable costs of re-entry and re-letting, including, but not limited to, any expense of cleaning, repairing, altering, remodeling, refurbishing, removing Tenant's property or any other expenses incurred in recovering possession of the Property or re-letting the Property, including, but not limited to, attorneys' fees, court costs, broker's commissions and advertising expense.

15.5 All payments received by Port from re-letting shall be applied upon indebtedness and damages owing to Port from Tenant, if any, and the balance shall be remitted to Tenant.

**16. WAIVER.** No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel or otherwise. The subsequent acceptance of rent pursuant to this Lease shall not constitute a waiver of any preceding default by Tenant other than default on the payment of that particular rental payment, regardless of Port's knowledge of the preceding breach at the time of accepting rent. Acceptance of rent or other payment after termination shall not constitute a reinstatement, extension or renewal of this Lease or revocation of any notice or other act by Port.

**17. ATTORNEYS' FEES.** If either party brings any action or proceeding to enforce, protect or establish any right or remedy under this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party. Arbitration is an action or proceeding for the purpose of this provision. The "prevailing party" means the party determined by the court or the arbitrator to most nearly have prevailed.

**18. ACCESS BY PORT.** Port or Port's representatives and agents shall have access to the Property at reasonable times and upon reasonable notice for the purpose of inspecting the Property; provided that Port shall exercise all reasonable efforts not to unreasonably disturb the use and occupancy of the Property by Tenant.

**19. RECORDING OF LEASE.** Either party to this Lease may record the Lease with the Auditor of Benton County. In lieu of recording the entire Lease, either party may record a memorandum of lease setting forth the legal description of the property, the parties and the term of the Lease, together with any additional information which the party deems to be relevant and, as long as the information in the memorandum is accurate, the other party agrees to sign the memorandum of lease.

**20. HOLDING OVER.** In the event Tenant shall hold over after the expiration or termination of this Lease, such holding over shall be deemed to create a tenancy from month-to-month on the same terms and conditions of the Lease, except that the rental rate shall be adjusted as provided in Section 3 and the rent shall be prorated over a 365 day year and paid by Tenant each month in advance. The tenancy may be terminated by either party giving the other party thirty (30) days written notice of the intent to terminate.

**21. SECURITY FOR TENANT'S OBLIGATIONS.** In addition to the security provided for in Section 5, in order to secure the prompt, full and complete performance of all of Tenant's obligations under this Lease, including, but not limited to, Tenant's obligations to protect and indemnify Port from any liability subject to the lien, if any, of the holder of the first mortgage against the property, Tenant hereby grants to Port a security interest in and assigns to Port all of Tenant's right, title and interest in and to all rents and profits from the Property, all improvements thereon, and all equipment, fixtures and furnishings in the premises as collateral to secure all of Tenant's obligations under this Lease. In the event Tenant defaults in any of its obligations hereunder, Port shall have the right at any time after the period for cure provided in paragraph 14.3, without notice or demand, to collect all rents and profits directly and apply all sums so collected to satisfy Tenant's obligations hereunder, including payment to Port of any sums due from Tenant. The assignment of rents to the Port shall be subordinate to any assignment of rents

to a leasehold mortgagee for security purposes. Such remedy shall be in addition to all other remedies under this Lease.

**22. HAZARDOUS MATERIALS.** Tenant shall not take or store upon the Property any hazardous or toxic materials as defined by the law of the State of Washington or by federal law, except in strict compliance with all applicable rules, regulations, ordinances and statutes. Tenant shall comply with the Port's Hazardous Materials Communications Policy, but shall not be subject to the notice requirements thereof in connection with the installation, use, operation or removal of usual office equipment including, without limitation, computers and photocopiers.

22.1 Tenant shall not permit any contamination of the Property. The Tenant shall immediately remove any contaminants or pollutants and shall promptly restore the Property, subject to any condition existing prior to the commencement of this Lease, which shall be the responsibility of the Port.

22.2 Tenant shall defend Port and hold it harmless from any cost, expense, claim or litigation arising from hazardous or toxic materials on the Property or resulting from the contamination of the Property caused by the acts or omissions of the Tenant, its subtenants, employees, agents, invitees or licensees during the term of this Lease.

22.3 In the event of the termination of this Lease for any reason, the obligation of the Tenant to restore the Property and the obligation to indemnify the Port set forth above shall survive the termination.

**23. GENERAL CONDITIONS.**

23.1 NOTICES. Any notices required or permitted to be given under the terms of this Lease or by law shall be in writing and may be given by personal delivery or by registered or certified mail, return receipt requested, or by overnight courier directed to the parties at the following addresses or such other address as any party may designate in writing prior to the time of the giving of such notice or in any other manner authorized by law:

Port:	Port of Benton 3100 George Washington Way Richland, Washington 99354
Tenant:	City of Richland Parks and Recreation Department 500 Amon Park Drive Richland, WA 99352

Any notice given shall be effective when actually received or if given by certified or registered mail, upon the recipient's receipt of a notice from the U. S. Postal Service that the mailed notice is available for pick up.

23.2 NONMERGER. If both Port's and Tenant's estates in the Property or the improvements or both become vested in the same owner, this Lease shall nevertheless not be destroyed by application of the doctrine of merger except by the express election of the owner and the consent of the mortgagee or mortgagees under all mortgages existing upon the Property.

23.3 CAPTIONS AND TABLE OF CONTENTS. The Table of Contents of this Lease and the captions of the various paragraphs are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Lease or of any part or parts of this Lease.

23.4 EXHIBITS AND ADDENDA. All exhibits and addenda to which reference is made in this Lease are incorporated in the Lease by the respective references to them. References to "this Lease" include matters incorporated by reference.

23.5 SUCCESSORS. Subject to the provisions of this Lease on assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties. The Port agrees that if the Property is sold, assigned or conveyed, except for any conveyance to the United States, the Port will place a provision in any conveyance making the conveyance subject to the terms and conditions of this Lease. The Port represents that if this Lease is recorded, any subsequent conveyance of the Property by the Port will be subject to the terms of this Lease, with the exception of any conveyance to the United States.

23.6 NO BROKERS. Each party warrants and represents that it has not dealt with any real estate brokers or agents in connection with this Lease. Each party will indemnify and hold the other harmless from any cost, expense or liability (including costs of suit and reasonable attorney fees) for any compensation, commission or fees claimed by any broker or agent in connection with this Lease.

23.7 NO UNREASONABLE WITHHOLDING OR DELAY OF CONSENT. Whenever this Lease requires the consent of either party to an action by the other, the party whose consent is requested shall not unreasonably withhold or delay its consent.

23.8 WARRANTY OF AUTHORITY. The persons executing and delivering this Lease on behalf of Port and Tenant each represent and warrant that each of them is duly authorized to do so and that the execution of this Lease is the lawful and voluntary act of the person on whose behalf they purport to act.

23.9 QUIET POSSESSION. The Port agrees that upon compliance with the terms and conditions of this Lease, the Tenant shall at all times have the right to the quiet use and enjoyment of the Property for the term of the Lease and any extensions.

23.10 LEASE CERTIFICATION. Upon the request of the Tenant, the Port agrees to provide a written certification of the status of the Lease, to the best knowledge of the Port at the time of the certification, setting forth the following: i) whether the Lease is in full force and effect; ii) whether there have been any amendments or modifications to the Lease; iii) whether the Tenant is current in the payment of the rent and other charges under the terms of the Lease; and iv) whether the Port is aware of any default or breach on the part of the Tenant.

23.11 NON-DISTURBANCE AND ATTORNMENT. This Lease shall be superior to any mortgage, deed of trust or other lien which may be placed on the Property after the effective date of this Lease. If a mortgage is placed upon the Property, the Port shall deliver to the Tenant a Non-Disturbance and Attornment Agreement in recordable form which shall covenant that this Lease is superior to such mortgage or deed of trust and, provided the Tenant is not in default under the Lease, neither the Lease nor the Tenant's rights under the Lease shall be terminated by any sale, foreclosure, transfer, assignment or hypothecation of the Property.

23.12 PARTIAL INVALIDITY. If any provision of this Lease is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**PORT OF BENTON**

**CITY OF RICHLAND**

By: \_\_\_\_\_  
Scott D. Keller, PPM®  
Executive Director

By: \_\_\_\_\_  
Cindy Johnson  
City Manager

## ACKNOWLEDGEMENTS

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF BENTON )

On this day before me personally appeared SCOTT D. KELLER, PPM®, to me known to be the EXECUTIVE DIRECTOR of the PORT OF BENTON, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

GIVEN UNDER my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF BENTON )

On this day before me personally appeared CINDY JOHNSON to me known to be the CITY MANAGER of the CITY OF RICHLAND, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

GIVEN UNDER my hand and official seal the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_



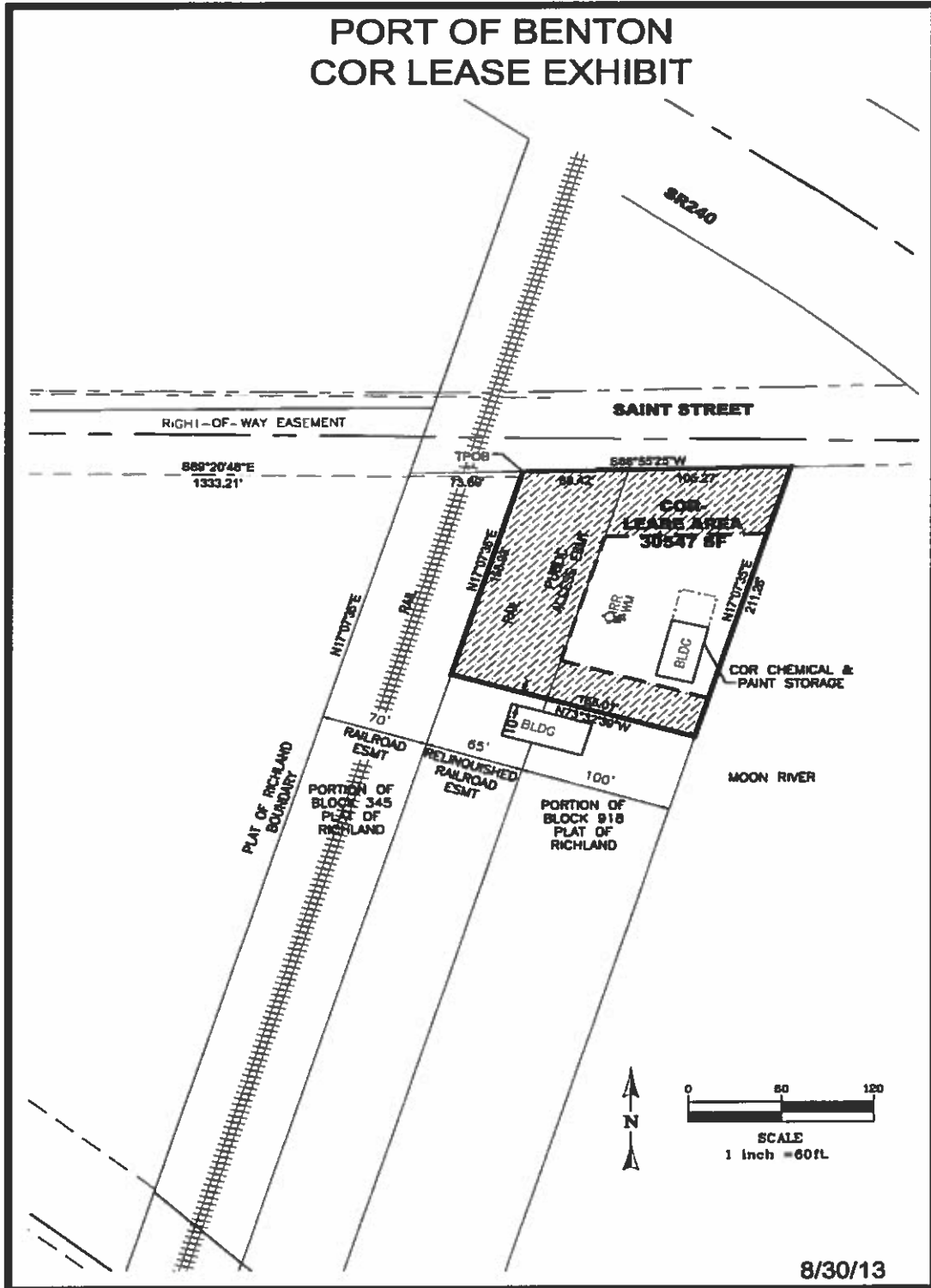
**ATTACHMENT 1**  
**Legal Description**

THAT PORTION OF BLOCK 345 AND BLOCK 918, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUMES 6 AND 7 OF PLAT, RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 345; THENCE NORTH 88°55'25" EAST ALONG THE NORTH LINE THEREOF 73.69 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88°55'25" EAST ALONG THE NORTH LINE THEREOF 68.42 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 918; THENCE CONTINUING NORTH 88°55'25" EAST ALONG THE NORTH LINE THEREOF 105.27 FEET; THENCE SOUTH 17°07'35" WEST ALONG A LINE 100' PARALLEL AND ADJACENT TO THE EAST LINE OF BLOCK 345 PROJECTED TO THE NORTH BOUNDARY OF BLOCK 918 FOR A DISTANCE OF 211.26 FEET; THENCE NORTH 73°32'39" WEST 165.01 FEET; THENCE NORTH 17°07'35" EAST ALONG THE EAST LINE THEREOF 158.93 FEET TO THE TRUE POINT OF BEGINNING.

**ATTACHMENT 2**  
**Site Plan**  
**0.70ac / 30,547sf**





## Council Agenda Coversheet

Council Date: 03/18/2014

Category: Consent Calendar

Agenda Item: C10

Key Element: Key 3 - Economic Vitality

Subject: REAL ESTATE - HORN RAPIDS RAIL SIDING CONSTRUCTION

Department: Community and Development Services

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

### Recommended Motion:

Authorize the City Manager to sign and execute a loan agreement with the Washington State Department of Transportation (WSDOT) to help fund a new rail siding in the Horn Rapids Industrial Park, and authorize staff to make the necessary budget adjustments for the proceeds.

### Summary:

City staff originally applied for a WSDOT grant in early 2013 for the construction of a rail loop project at Horn Rapids. After a private party agreed to build the rail loop, the City worked with WSDOT to convert the grant to a loan to help fund the construction of a rail siding to serve properties in the Industrial Park.

Construction of the rail siding will support Chill Build WA LLC's planned automated frozen storage warehouse in the Horn Rapids Industrial Park. This facility will serve three of ConAgra's potato processing locations in Washington and Oregon and have capacity to support other local businesses as well.

Benefits from this project include: self-sustaining economic development that creates family-wage jobs; increased access to efficient and cost-effective transport-to-market for Washington's agricultural and industrial products; better integration and cooperation within the regional, national and international multi-modal systems of freight distribution.

### Fiscal Impact?

☒ Yes ☐ No

The total budget for the rail siding project is \$888,500, but will likely be reduced by the value of rail which the City previously acquired. The WSDOT loan, minus a 1% administrative fee will provide \$396,000 to the project with the remaining City match being funded from land sale proceeds. The repayment schedule begins in July 2016 and will be paid for by the lease revenues from the separate rail loop project. The City is also establishing a Industrial Development Fund contingency reserve with land sale proceeds to cover any unexpected shortfalls.

### Attachments:

- 1) WSDOT Charter
- 2) WSDOT Standard Loan Agreement

City Manager Approved:

Hopkins, Marcia  
Mar 14, 10:28:41 GMT-0700 2014

## Project Charter

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**Project Name:**

City of Richland Horn Rapids Rail Siding Construction (2013 FRIB)

**Project Purpose:**

Construct a rail siding to support Chill Build WA LLC's plan to build an automated frozen storage warehouse in the Horn Rapids Industrial Park to support ConAgra's operations. The automated warehouse will support three potato processing locations in Washington and Oregon State. The warehouse will also have capacity to support local businesses as well.

**Project Benefits:**

- Self-sustaining economic development that creates family-wage jobs
- Increased access to efficient and cost-effective transport to market for Washington's agricultural and industrial products
- Better integration and cooperation within the regional, national and international multimodal systems of freight distribution

**Project Scope:**

Construct a 2,850 foot rail siding

**Project Managers and other team members:**

**WSDOT -**  
Project Manager

Cameron Harper

(360)705-7817  
[harperc@wsdot.wa.gov](mailto:harperc@wsdot.wa.gov)

**City of Richland -**  
Deputy City Manager

Bill King

(509)942-7586  
[bking@ci.richland.wa.us](mailto:bking@ci.richland.wa.us)

**Key Stakeholders:**

- WSDOT
- City of Richland
- Port of Benton
- Chill Build WA LLC
- ConAgra (as a user)



## Milestones/Goals

Complete Project Definition	July 1, 2013
Grant agreement executed	December 18, 2013
Begin Preliminary Engineering	Completed
Complete Environmental Documentation	September 31, 2013
Complete Right-of-Way Certification	N/A
Complete PS&E	March 14, 2014
Award Construction Contract	June 2, 2014
Start Construction	June 2, 2014
Construction Complete	October 31, 2014

## Legislative Deadline:

June 30, 2015

## Budget:

Total project: \$888,500

- PE: \$64,000
- Environmental Clearances: \$12,000
- CN: \$812,500

Award: \$396,000 loan (\$400,000 less \$4,000 administration fee)

Local match: \$492,000 (55%)

## Communications:

- Coordination Meetings frequency: Monthly starting January 6, 2014 through project completion.
- Invoicing / Progress Reporting frequency: Quarterly

## Risks and Assumptions, Major:

- In addition to the Chill Build WA LLC project, the City Industrial Track should benefit from this siding due to increased use.



### Project Sponsor Approval

 3/3/14  
WSDOT Project Manager Date

 3/3/14  
City of Richland Date

 3/3/2014  
WSDOT Program Manager Date



<h2>Agreement</h2>	Organization <u>CITY OF RICHLAND</u>
	Description of Work <u>Construct a rail siding in the Horn Rapids Industrial Park</u>
Agreement Number <b>RRB</b> <u>1070</u>	
State Loan Funds Not to exceed <u>Four Hundred Thousand Dollars (\$400,000.00)</u>	

This AGREEMENT is between the STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION hereinafter referred to as the "STATE", and CITY OF RICHLAND, hereinafter referred to as the "RECIPIENT," collectively referred to as the "PARTIES" and individually the "PARTY."

WHEREAS, the Legislature recognizes that rail abandonment can increase the burden on STATE highways and county roads by increasing highway maintenance and repair costs; and

WHEREAS, the Legislature recognizes that rail abandonment can increase highway-related air pollution and dependence on imported petroleum; and

WHEREAS, the Legislature, pursuant to chapter 47.06A RCW, determined that freight rail systems are important elements of the STATE'S multimodal transportation system and that Washington's economy benefits from the freight rail system by helping to ensure movement of the STATE'S agricultural, chemical, and natural resource products to local, national, and international markets; and

WHEREAS, the Legislature recognizes that the STATE, counties, local communities, railroads, labor and shippers all benefit from continuation of essential rail service for economic development purposes; and that abandonment of rail lines, reduction in rail freight service, and the resultant motor vehicle freight traffic increases the burden on state highways and roads; and

WHEREAS, the Legislature finds that in many cases, the cost of upgrading the roads exceeds the cost of maintaining rail freight service. Thus, the economy of the State of Washington will be best served by a policy of maintaining and encouraging a healthy rail freight system by creating a mechanism which keeps rail freight lines operating if the benefits of the service outweigh the cost; and

WHEREAS, chapter 47.76 RCW permits the STATE to provide financial assistance to cities, counties, ports, and railroads for the purposes of acquiring, rebuilding, rehabilitating, or improving rail lines necessary to maintain use of the essential rail service; and

WHEREAS, RCW 47.76.250(9) provides that repayment of loans made under this section shall occur within a period not longer than fifteen years, as set by the STATE, and that the repayment schedule and rate of interest, if any, shall be determined before disbursement of the loans; and

WHEREAS, the RECIPIENT shall follow all federal, state and local laws, regulations and ordinances which are applicable; and

WHEREAS, the Scope of Work defined in this AGREEMENT is hereinafter referred to as "PROJECT"; and

WHEREAS, the RECIPIENT is the local public entity for administering the PROJECT funds; and

WHEREAS, the RECIPIENT has requested, and the STATE has authorized and appropriated STATE funds to loan up to Four Hundred Thousand Dollars (\$400,000.00) in recognition of the PROJECT's contribution to the public good; and

WHEREAS, pursuant to ESSB 5024 Section 310 (1), the STATE is authorized to charge interest in the amount necessary to recoup the STATE's costs to administer the loans; and

NOW, THEREFORE, pursuant to the above recitals that are incorporated herein as if fully set forth below and in consideration of the terms, conditions, covenants and performances contained in this AGREEMENT, or attached hereto and by this reference made a part of this AGREEMENT, IT IS MUTUALLY AGREED AS FOLLOWS:

### SECTION I SCOPE OF WORK

The general Scope of Work is defined in the Description of Work, above, which the STATE has determined to be a project that will improve the STATE's multimodal transportation system, and benefit the STATE and local economy. Complete details are included in EXHIBIT A SCOPE OF WORK, which is attached hereto and by this reference made a part of this AGREEMENT.

## SECTION II LOAN TO THE RECIPIENT

The STATE has estimated that the cost to recover its actual direct and related indirect costs is One Percent (1%) of the loan value. Therefore the amount of loan moneys available shall be the initial loan amount less One Percent (1%), which is Three Hundred Ninety Six Thousand Dollars (\$396,000.00). Should the STATE not require the entire One Percent (1%) then the remaining balance shall become available for PROJECT work, if needed.

Subject to the terms and conditions in this Agreement, the STATE agrees to loan the RECIPIENT up to a maximum amount of Three Hundred Ninety Six Thousand Dollars (\$396,000.00) for the actual direct and related indirect costs incurred by the RECIPIENT in the course of completing the PROJECT required under this AGREEMENT.

Prior to initiating any reimbursable PROJECT work under this Agreement, the RECIPIENT shall provide the STATE with the proposed schedule for each item of work to be performed. The schedule shall be arranged in such a manner as to form a basis for comparison with progress billings for work performed. In the event of a change in the method or time for performance of any work, the RECIPIENT shall update the schedule, subject to the STATE's prior written approval, to reflect the changed circumstances.

It is understood that the actual PROJECT costs under this AGREEMENT are based on preliminary estimates and that if unforeseen circumstances cause the PROJECT costs to exceed the PROJECT estimate, the RECIPIENT shall complete the PROJECT and assume the entire cost overrun without any increase of the STATE's maximum loan commitment made herein.

Any costs incurred by the RECIPIENT prior to the execution of this AGREEMENT will be borne by the RECIPIENT and will not be eligible for reimbursement from the STATE.

The RECIPIENT shall comply with all provisions of the most recent version of 48 CFR § 31 or as subsequently amended, regarding accounting conventions.

The RECIPIENT shall provide the STATE with documentation confirming local matching share amounts have been secured and used for the PROJECT.

If the STATE, at the sole discretion, determines that the PROJECT is not progressing in a satisfactory manner, the STATE may refuse to loan STATE monies for reimbursement to the RECIPIENT for parts or all of the work performed to date.

If the PROJECT is not completed by June 30, 2015, the RECIPIENT and STATE agree that the entire expense for the completion of the PROJECT will be borne solely by the RECIPIENT. The RECIPIENT shall then also be automatically in default and will be obligated to reimburse the STATE for the full amount of LOAN funds paid to the RECIPIENT to date, per the terms of SECTION VIII - OBLIGATIONS TO REPAY LOANED MONIES. Any required repayment shall be due within thirty (30) calendar days after receipt of an invoice from the STATE.

## SECTION III PROGRESS PAYMENT

The RECIPIENT may submit progress billings to the STATE for reimbursement by STATE loaned monies for PROJECT related work performed pursuant to EXHIBIT A.

The STATE shall loan monies for eligible PROJECT costs incurred and paid related to work performed during the invoice period. The RECIPIENT may submit invoices at any time, but not more frequently than once per ☐ Month ☒ Quarter. The STATE will reimburse the RECIPIENT for properly billed and supported amounts within thirty (30) calendar days of receipt of a progress billing.

The RECIPIENT shall submit these invoices detailing work completed and a PROJECT status report. The STATE shall make periodic payments to the RECIPIENT for costs incurred under this AGREEMENT. Supporting documentation for all costs being invoiced shall be submitted with the invoice. Payment by the STATE shall not relieve the RECIPIENT of any obligation to make good any defective work or material upon PROJECT completion.

At the time the final PROJECT invoice is submitted, the RECIPIENT shall provide the STATE with a written statement confirming the RECIPIENT is in compliance with the terms of the AGREEMENT. The STATE will provide an example of this written statement upon request.

The RECIPIENT shall receive reimbursement for the actual cost of items identified in EXHIBIT A, less net salvage value of any material being replaced in carrying out the PROJECT construction. Labor, materials, and/or other PROJECT costs supplied by the RECIPIENT will only be reimbursed at actual cost without markup to the STATE or profit.

Any materials salvaged under this PROJECT will be stockpiled, inventoried, and sold with the proceeds credited to the PROJECT. Documentation shall include the amount of materials salvaged, the amount actually sold, and amount received which will be credited back to the PROJECT on the final submitted invoice.

Reimbursement for RECIPIENT rented or leased equipment, if any, will be based on actual cost as supported by original receipts. Reimbursement for RECIPIENT owned equipment shall be based on rates per 23 CFR 104.910(a) and approved FRA reference sources.

Reimbursement for overhead costs will not be allowed unless specified in this AGREEMENT.

Reimbursement for travel, subsistence, and lodging expenses will not be eligible under this AGREEMENT unless specifically preapproved in writing by the STATE. If preapproved, the RECIPIENT shall comply with the rules and regulations regarding travel costs in accordance with the Washington State Department of Transportation Accounting Manual M 13-82 Chapter 10 "Travel Rules and Procedures" and revisions thereto, and by this reference incorporated herein as if it

were attached hereto. Online access to Accounting Manual (M 13-82) Chapter 10 "Travel Rules and Procedures" and subsequent revisions are available at the Washington State Department of Transportation's Internet Site. The online access address for the current Travel Reimbursement Rates is contained in EXHIBIT B, WSDOT ACCOUNTING MANUAL CHAPTER 10, TRAVEL RULES AND PROCEDURES, attached hereto and by this reference made a part of this AGREEMENT. If online access is not available, contact the Washington State Department of Transportation headquarters office in Olympia to obtain copies of the "Travel Rules and Procedures" and any updates.

Billing for non-salary cost, directly identifiable with the PROJECT, if any, shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts and miscellaneous supporting data submitted by the RECIPIENT with each invoice. All above charges must be essential to the work conducted under this AGREEMENT. Crew travel time between normal workstation and jobsites will not be considered travel under this restriction.

Lending monies by the STATE for any work completed shall not relieve the RECIPIENT of any obligation to make good any defective work or material.

It is agreed that any money loaned by the STATE, pursuant to any RECIPIENT payment request, will not constitute agreement as to the appropriateness of any item, and that required adjustments, if any, will be made at the time of STATE's final payment. In the event that the STATE and/or their representatives conducts an audit, and that audit indicates an overpayment of moneys loaned against costs incurred by the RECIPIENT, the RECIPIENT agrees to pay the overpayment to the STATE within thirty (30) calendar days after being billed therefore. Amounts paid for any overpayment pursuant to this section will be in addition to the RECIPIENT's repayment obligation under Section VIII of this AGREEMENT.

#### **SECTION IV LOAN REPAYMENTS BY THE RECIPIENT**

The STATE agrees to loan the RECIPIENT up to a maximum principal amount of Three Hundred Ninety Six Thousand Dollars (\$396,000.00) for the purpose of completing the PROJECT. The RECIPIENT shall repay the STATE in accordance with the EXHIBIT C, LOAN REPAYMENT SCHEDULE, attached hereto, and by this reference is made part of this AGREEMENT. The annual loan repayment to be made by the RECIPIENT shall commence on the first day of the following month: July, 2016.

#### **SECTION V OWNERSHIP OF PROJECT EQUIPMENT**

The STATE shall hold legal title to all vehicles the RECIPIENT acquires or modifies and have legal ownership of any non-vehicle equipment the RECIPIENT acquires or modifies using STATE LOAN funds provided under this AGREEMENT. The RECIPIENT accepts the STATE's legal ownership of such PROJECT equipment throughout the period of the PROJECT and until the LOAN has been fully repaid by the RECIPIENT to the STATE.

#### **SECTION VI EMPLOYMENT AND INSPECTION OF WORK**

The RECIPIENT shall employ all persons or contractors necessary to perform the PROJECT work and agrees to be responsible for the management, control, operation, construction, maintenance, and repairs that are essential to this PROJECT. The STATE may place an Engineer, Project Manager, and/or other inspection personnel on the work site during the term of this AGREEMENT to monitor progress of the PROJECT and/or to monitor adherence to the required provisions of this AGREEMENT. The RECIPIENT shall make the site accessible to STATE inspection personnel. This may include providing transportation to remote, inaccessible work sites, at the expense of the RECIPIENT.

The STATE will inspect progress at the work site, as it deems appropriate. In the event that the RECIPIENT subcontracts to obtain material, equipment, and/or any work necessary to complete any PROJECT related track work, the RECIPIENT will be responsible for certifying that all track work is in compliance with Federal Railroad Administration Track Standards.

Upon completion of the PROJECT, a joint inspection shall be made by the authorized representatives of each of the PARTIES to determine that the work has been completed within the terms of this AGREEMENT.

#### **SECTION VII TERM**

This AGREEMENT shall become effective upon the date the last party signs the AGREEMENT. The AGREEMENT shall continue in full force for the useful life of the equipment and materials installed with STATE funds or until the loan and interest have been completely repaid to the STATE, whichever is longer. It is the expectation of the parties that the useful life of the materials is ten (10) years, and the loan shall be repaid over these ten (10) years. Accordingly, this AGREEMENT shall continue in full force and effect until June 30, 2024.

#### **SECTION VIII OBLIGATIONS TO REPAY LOANED MONIES**

At the STATE's sole option, the RECIPIENT shall immediately repay the full amount of any loans paid to the RECIPIENT up to that date, if any of the following events occur:

1. If the RECIPIENT does not complete the PROJECT tasks specified in EXHIBIT A by June 30, 2015 ;
2. Sale, conveyance or transfer of the RECIPIENT property underlying the PROJECT rail improvements within the loan re-payment period;
3. Any sale, conveyance, transfer, or removal of all or any of the PROJECT capital improvements or equipment purchased with the funds from this AGREEMENT within the loan re-payment period;

4. Any transfer, conveyance, or sale of all or any of the PROJECT capital improvements or equipment purchased with monies loaned under this AGREEMENT to any person or entity, public or private, that at any time subsequent to that transfer, conveyance, or sale removes the PROJECT rail improvements or equipment purchased with loaned monies from this AGREEMENT, or significant portions thereof, from operation within the loan re-payment period; and
5. Any abandonment or other liquidation by the RECIPIENT or its successor of the PROJECT capital improvements or equipment purchased with monies loaned under this AGREEMENT for any reason whatsoever within the loan re-payment period.

Any payment by the RECIPIENT to the STATE pursuant to this Section shall be payable in U.S. Funds and sent via certified mail to the STATE contact person identified in the NOTICES Section of this AGREEMENT not more than thirty (30) calendar days from receipt of written notice from the STATE that repayment is required.

#### **SECTION IX USE AND MAINTENANCE OF PROJECT CAPITAL IMPROVEMENTS AND OTHER EQUIPMENT PURCHASED WITH FUNDS FROM THIS AGREEMENT**

The RECIPIENT agrees that PROJECT property, equipment, and supplies shall be used solely for the PROJECT activity for the duration of its useful life. Should the RECIPIENT unreasonably delay or fail to use PROJECT property, equipment, or supplies during its useful life, the RECIPIENT understands that the STATE may require the return of the entire amount of STATE assistance expended on that property, equipment, or supplies.

The RECIPIENT will give timely notice and receive prior written approval from the STATE for any proposal to use PROJECT property, equipment or supplies in a manner substantially different than set forth in this AGREEMENT.

The RECIPIENT shall make all necessary repairs and reasonably maintain the capital improvements and equipment purchased with the funds from this AGREEMENT so long as the STATE retains rights as specified in the SECTION X, CONTINGENT INTERESTS. The costs of service, materials, and repairs in connection with the use and operation of the PROJECT shall be at the RECIPIENT's expense.

#### **SECTION X CONTINGENT INTERESTS**

The RECIPIENT agrees that the STATE retain a Contingent Interest in a form consistent with RCW 47.76.250(10) in the PROJECT's capital improvements and the equipment purchased with the funds from this AGREEMENT as described in EXHIBIT A, which binds the RECIPIENT, and its successor(s), to continue and maintain the PROJECT in an operating condition that is viable for use in rail line.

The STATE shall maintain its contingent interest until the RECIPIENT fully repays the loan. During this time the RECIPIENT may not (a) use the rail line, property or equipment purchased with funds from this AGREEMENT as collateral, (b) remove track, or associated elements for salvage, (c) perform any of the activities listed in Section VIII, or (d) use the PROJECT capital improvements or equipment in any manner subordinating the STATE's Contingent Interests without obtaining prior written permission from the STATE.

The requirement that the PROJECT capital improvements and equipment be maintained for rail service shall also be required of all subsequent purchasers, persons, or entities acquiring all, or a material portion of, the line upon which the PROJECT is constructed. The RECIPIENT shall be obligated to include in any contract of sale or other dispositional agreement for all, or any portion of, the PROJECT provisions sufficient to perpetuate the STATE's Contingent Interest to the PROJECT capital improvements and equipment upon the consummation of any such conveyance. The RECIPIENT further agrees that, as a precondition to the RECIPIENT's execution of any agreement to transfer ownership of all, or a material or equipment portion of, the line upon which the PROJECT is constructed to a subsequent purchaser, assignee, or recipient, the entire outstanding balance of the loaned monies will become immediately due and payable by the RECIPIENT.

The RECIPIENT shall execute and deliver to the STATE all agreements, instruments and documents that the STATE requests as necessary to perfect and maintain the STATE's contingent interests as set forth in this section, in a form and substance acceptable to the STATE, as a condition precedent to the RECIPIENT's right to seek loan monies under this AGREEMENT. The RECIPIENT shall make appropriate entries upon its financial statements and its books and records disclosing the STATE's contingent interests under this section.

#### **SECTION XI LOSS OR DAMAGE TO PROJECT EQUIPMENT**

The RECIPIENT, at its own expense, shall cover any loss, theft, damage, or destruction of the PROJECT equipment. The RECIPIENT agrees that any loss, theft, damage, or destruction of the PROJECT equipment does not relieve the RECIPIENT of any obligations to repay STATE loan monies. If RECIPIENT does not replace or repair any PROJECT equipment that has been lost, stolen, damaged, or destroyed within sixty (60) calendar days of such, the RECIPIENT shall then be automatically in default and will be obligated to reimburse the STATE for the full amount of loan funds already paid to the RECIPIENT.

#### **SECTION XII MAINTENANCE OF RECORDS AND AUDIT REQUIREMENTS**

During the progress of the work, and for a period of not less than six (6) years from the date of final payment to the STATE by the RECIPIENT, records and accounts of the RECIPIENT are to be kept available for inspection and audit by representatives of the STATE.

Copies of the records shall be furnished to the STATE upon request and shall be maintained in accordance with accepted job cost accounting procedures as established in 48 CFR § 31. All costs must be supported by actual invoices and canceled checks. The RECIPIENT agrees to comply with the audit requirements contained herein, and to impose the same requirement on any consultant, contractor, or subcontractor who may perform work funded by this AGREEMENT.

The records to be maintained by the RECIPIENT shall include, but are not limited to, the following:

- (a) Records that identify the sources and applications of funds for this AGREEMENT and contain information pertaining to outlays;
- (b) Supporting source documents;
- (c) All documentation underlying the preparation of the financial reports;
- (d) Any other records which are required following notification of an amendment to State of Washington or federal regulations which takes effect during the period in which costs are allowable; and
- (e) Any other records necessary to disclose fully the amount and disposition of the funds provided to the RECIPIENT under this AGREEMENT and charged to the PROJECT, supported by documents evidencing in detail the nature and propriety of the charges, the total cost of each undertaking for which the assistance was given or used, the amount of the costs of the undertaking supplied by other sources, and other books, records, and documents needed for a full and complete verification of the RECIPIENT's responsibilities and all payments and charges under this AGREEMENT.

In the event that any litigation, claim or audit is initiated prior to the expiration of said six-year period, the records shall be retained until such litigation, claim, or audit involving the records is complete.

### **SECTION XIII REPRESENTATIONS AND WARRANTIES**

The following representations and warranties by the PARTIES hereto shall be considered conditions precedent to the effectiveness of this AGREEMENT.

The RECIPIENT represents and warrants the following:

- (a) That it is a public corporation duly organized, validly existing and in good standing under the laws of the State of Washington;
- (b) That the monies the RECIPIENT will derive through this AGREEMENT will be used solely for the PROJECT as defined in this AGREEMENT;
- (c) That it has the full power and authority to enter into this AGREEMENT, and to carry out the obligations, which it has hereby undertaken;
- (d) That all corporate and other proceedings required to be taken by or on the part of the RECIPIENT to authorize its entrance into this AGREEMENT, have been or will be duly taken;
- (e) That execution of this AGREEMENT and the performance of the improvement hereunder will not violate any statute, rule, regulation, order, writ, injunction or decree of any Court, administrative agency or government body;
- (f) It is the intent of the STATE to partially reimburse the RECIPIENT for its actual PROJECT costs. It is understood that if unforeseen circumstances cause the PROJECT cost to exceed the PROJECT estimate, the RECIPIENT shall complete the PROJECT and assume the entire cost overrun;
- (g) That the RECIPIENT has not employed or retained any company or person to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, any fee, commission percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the STATE shall have the right to terminate this AGREEMENT without liability;
- (h) That the RECIPIENT shall not engage on a full, part-time, or other basis, during the period of the AGREEMENT, any professional or technical personnel, to work on this AGREEMENT, who are, or have been, at any time during the period of the AGREEMENT in the employ of the STATE without written consent of the employer of such person; and
- (i) That the RECIPIENT shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee, agent, or officer of the STATE nor will the RECIPIENT rent or purchase any equipment or materials from any employee or officer of the STATE.

### **SECTION XIV TERMINATION FOR FAULT**

Should either the STATE or the RECIPIENT substantially fail to perform their obligations under this AGREEMENT, and continue in such default for a period of sixty (60) calendar days, the PARTY not in default shall have the right at its option, after first giving thirty (30) calendar days written notice thereof by certified mail to the PARTY in default, and notwithstanding any waiver by the PARTY giving notice of any breach thereof, to terminate this AGREEMENT. The termination of this AGREEMENT shall not impair any other rights of the terminating PARTY under this AGREEMENT or any rights of action against the defaulting PARTY for the recovery of damages. For purposes of this provision, a substantial failure to perform on the part of the RECIPIENT shall be deemed to include, but shall not be limited to, any action of the RECIPIENT that jeopardizes its ability to perform pursuant to this AGREEMENT.

### **SECTION XV ASSIGNMENT AND SUCCESSION**

Neither the STATE nor the RECIPIENT may assign or in any manner transfer either in whole or in part this AGREEMENT or any right or privilege granted to it hereunder, nor permit any person or persons, company or companies to share in any such rights or privileges without the prior written consent of the other PARTY hereto, except as otherwise herein provided. Nothing in this AGREEMENT shall be construed to permit any other railway company or any other person, corporation, or association, directly or indirectly, to possess any right or privilege herein.

### **SECTION XVI FORCE MAJEURE**

It is further understood and agreed that neither the RECIPIENT nor the STATE, as the applicable case may be, shall be required to keep this AGREEMENT in effect during any period(s) it is prevented from doing so by governmental action, war, strikes, riots, terrorism, or civil commotion, or if the rail facilities or any portion thereof is made unserviceable by Acts of God including, but not limited to, floods, high water, or other damage by the elements.

## **SECTION XVII NOTICES**

Any notice, request, consent, demand, report, statement or submission which is required or permitted to be given pursuant to this AGREEMENT shall be in writing and shall be delivered personally to the respective PARTY set forth below, or if mailed, sent by certified United States mail, postage prepaid and return receipt required, to the respective PARTIES at the addresses set forth below, or to such other addresses as the PARTIES may from time to time advise by written notice to the other PARTY. The date of personal delivery or of execution of the return receipt in the case of delivery by certified U.S. mail, of any such notice, demand, request, or submission shall be presumed to be the date of delivery.

### **NOTICES IN THE CASE OF THE RECIPIENT:**

\_\_\_\_\_  
Bill King, Deputy City Manager  
\_\_\_\_\_  
City of Richland  
\_\_\_\_\_  
975 George Washington Way  
\_\_\_\_\_  
Richland, WA 99352

Should the above Registered Agent become unavailable, the RECIPIENT consents to allowing the legal notices to be sent to the Secretary of State of the State of Washington.

### **NOTICES IN THE CASE OF THE STATE:**

Ron Pate, Director  
WSDOT Rail Division  
310 Maple Park Avenue SE  
Olympia, WA 98504-7407

## **SECTION XVIII INTERPRETATION**

This AGREEMENT shall be construed liberally so as to secure to each PARTY hereto all of the rights, privileges, and benefits herein provided or manifestly intended. This AGREEMENT, and each and every provision hereof, is for the exclusive benefit of the PARTIES hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right of a third party to recover by way of damages or otherwise against the PARTIES hereto.

If any covenant or provision, or part thereof, of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, which in itself is valid, if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other provisions except as herein allowed.

All remedies provided in the AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively therewith.

Any forbearance of the PARTIES in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of that or any other right or remedy hereunder.

Each PARTY hereby agrees to immediately notify the other PARTY of any change in conditions or any other event, which may significantly affect the TERM of this AGREEMENT or the PARTY's ability to perform the PROJECT in accordance with the provisions of this AGREEMENT.

## **SECTION XIX SUBCONTRACTING**

It is understood that the RECIPIENT may choose to subcontract all or portions of the work. The RECIPIENT must obtain the STATE's advanced written approval of all subcontractors it shall employ on the PROJECT.

No contract between the RECIPIENT and its contractors and/or their subcontractors, and/or material suppliers shall create any obligation or liability of the STATE with regard to this AGREEMENT without the STATE's specific written consent to such obligation or liability notwithstanding any concurrence with, or approval of, the award, solicitation, execution, or performance of any contract or subcontract. The RECIPIENT hereby agrees to include the provisions of this AGREEMENT in all contracts entered into by the RECIPIENT for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

**SECTION XX  
LAWS TO BE OBSERVED**

1. General Compliance. The RECIPIENT shall comply with all applicable federal, State, and local laws, rules, regulations, and orders pertaining to the PROJECT, including but not limited to 48 CFR Part 31 and 49 CFR Part 18. If any action or inaction by the RECIPIENT results in a fine, penalty, cost, or charge being imposed or assessed on or against the RECIPIENT and/or the STATE, the RECIPIENT shall assume and bear any such fine, penalty, cost, or charges. In the event the STATE, for any reason, is required to pay the same, the RECIPIENT, upon demand, shall promptly reimburse, indemnify, and hold harmless the STATE for or on account of such fine, penalty, cost or charge and shall also pay all expenses and attorney's fees incurred in defending any action that may be brought against the STATE on account thereof. The RECIPIENT shall, in the event of any such action and upon notice thereof from the STATE, defend any such action(s) free of cost, charge and expense to the STATE.
2. Permits and Compliance with land use and environmental laws. The RECIPIENT shall be responsible for obtaining all necessary permits from federal, state, and local agencies of government and compliance with land use and environmental regulations pertaining to the performance of work under this AGREEMENT.
3. Compliance with Social Laws. During the term of the AGREEMENT, the RECIPIENT and its contractors, subcontractors, and lessees shall comply with all applicable STATE and FEDERAL workmen's compensation, employer's liability and safety and other similar laws applicable to the RECIPIENT.
4. Equal Employment Opportunity. In connection with the execution of this AGREEMENT, the RECIPIENT or its Contractor shall not discriminate against any employee or applicant for employment because of race, creed, marital status, age, color, sex or national origin, or disability, except for a bona fide occupational qualification.

**SECTION XXI  
INDEPENDENT CONTRACTOR**

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, lessees and the employees thereof, shall not in any manner be deemed the employees or agents of the STATE.

**SECTION XXII  
SAFETY AND LIABILITIES**

1. Safety. The RECIPIENT shall do all things necessary and proper for the safe operation of the PROJECT and shall comply with all regulations prescribed by law or any public authority with respect thereto for the safety of the public or otherwise.
2. Personal Liability of Public Officers. No officer or employee of the STATE or RECIPIENT shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of the STATE or RECIPIENT.
3. Responsibility for Damage. The STATE, Transportation Commission, Secretary of Transportation, and all officers and employees of the STATE including, but not limited to, those of the Department of Transportation shall not be responsible in any manner for: any loss or damage to the work or any part thereof; for any loss of material or damage to any of the materials or other things used or employed in the performance of the work; for any injury to or death of any persons, either workers or the public, or for damage to the public for any cause due to the intentional acts or negligence of the RECIPIENT or its workers, or anyone employed by it.
4. Indemnification. The RECIPIENT shall indemnify and hold the STATE and all its officers and employees harmless from, and shall process and defend at its own expense all claims, demands, or suits at law or equity arising out of this AGREEMENT caused by the performance or failure to perform by the RECIPIENT, its agents, employees and/or its subcontractors of any and all duties prescribed by, or incidental to its performance under, this AGREEMENT; provided that nothing herein shall require the RECIPIENT to indemnify or hold the STATE harmless against claims, demands, or suits based solely upon the negligent conduct of the STATE, its officers or employees; and provided further that if the claims, demands or suit is caused by or results from the concurrent negligence of (a) the RECIPIENT's agents or employees and (b) the STATE's agents or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision with respect to claims or suits based upon such negligence shall be valid and enforceable only to the extent of the RECIPIENT's negligence or the negligence of the RECIPIENT's agents or employees.

The RECIPIENT agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing construction and/or maintenance for the PROJECT. For this purpose, the RECIPIENT, by mutual negotiation, hereby waives with respect to the STATE only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

This indemnification and waiver shall survive the termination of this AGREEMENT.

**SECTION XXIII  
NO WAIVER OF STATE'S RIGHTS**

The STATE shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore from showing the true amount and character of the work performed and materials furnished, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the AGREEMENT. Neither the granting of an extension of time nor acceptance of and/or payment for, the whole or any part of the work by the STATE shall bar the STATE from seeking recovery of damages or any money wrongfully or erroneously paid to the RECIPIENT. A waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.

**SECTION XXIV  
VENUE**

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Thurston County. The PARTIES also agree that each PARTY shall be responsible for its own attorney's fees and other legal costs.

**SECTION XXV  
DISPUTES RESOLUTION**

In the event that a dispute arises under this AGREEMENT which cannot be resolved between the PARTIES, the dispute shall be settled in the following manner: Each PARTY to this AGREEMENT shall appoint a member to a dispute board. The members so appointed shall jointly appoint a third member who is not employed by or affiliated in any way with the two PARTIES to this AGREEMENT. The dispute board shall evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the PARTIES hereto. The PARTIES agree to each be responsible for its own costs and further agree to equally share the cost of the third member of the dispute board.

**SECTION XXVI  
COMPLETE AGREEMENT**

This document and referenced attachments contain all of the covenants, stipulations and provisions agreed upon by the PARTIES. No agents, or representative of either PARTY has authority to make, and the PARTIES shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the PARTIES as an amendment to this AGREEMENT prior to beginning or continuing any work to be covered by the amendment.

**SECTION XXVII  
EXECUTION OF ACCEPTANCE**

The PARTIES accepts all statements, representations, warranties, covenants, and EXHIBITS to this AGREEMENT.

**SECTION XXVIII  
AMENDMENT**

Either PARTY may request changes in these provisions. Such changes that are mutually agreed upon shall be incorporated as written amendments to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto prior to beginning or continuing any work to be covered by the amendment.

**SECTION XXIX  
COUNTERPARTS**

This AGREEMENT may be executed in two counterparts, each of which shall be deemed to be an original having identical legal effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the date signed last by the PARTIES below.

STATE OF WASHINGTON  
Department of Transportation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ron Pate, Director  
WSDOT Rail Division

_____ City of Richland	
By: _____	Date: _____
Printed Name: _____ Bill King _____	
_____ By: _____ Date: _____	
Printed Name: _____	
_____ By: _____ Date: _____	
Printed Name: _____	

Approved as to form:

By: /s/ Scott Lockwood Date: October 11, 2013  
Scott Lockwood  
Assistant Attorney General  
State of Washington

Any modification, change or revision to this AGREEMENT requires the further approval as to form by the Office of the Attorney General.

**EXHIBIT A  
SCOPE OF WORK**

**Containing  
PROJECT DESCRIPTION  
SCHEDULE  
COST ESTIMATE**

**PROJECT Description**

Construct an approximate 2,850-foot rail siding

**Schedule**

Complete Project Definition	July, 2013
Complete PS&E	March, 2014
Award Construction Contract	June, 2014
Start Construction	June, 2014
Construction Complete	October, 2014

**Cost Estimate**

Total project: \$888,500

- PE: \$64,000
- Environmental Clearances: \$12,000
- CN: \$812,500

Award: \$396,000 loan (\$400,000 less \$4,000 administration fee)

Local match: \$492,000 (55%)

## **EXHIBIT B**

### **WSDOT ACCOUNTING MANUAL CHAPTER 10 TRAVEL RULES AND PROCEDURES**

Online access available at:

<http://www.wsdot.wa.gov/NR/rdonlyres/95D3F802-2333-46C2-A656-8287CC05F5F6/37951/QuickReferenceGuide.pdf>

### **CURRENT TRAVEL REIMBURSEMENT INFORMATION**

Per Diem Rates as of October 2013, are available online at:

<http://www.ofm.wa.gov/resources/travel/colormap.pdf>

Please review the Office of Financial Management Website for periodic updates to these rates  
<http://www.ofm.wa.gov/>.

**EXHIBIT C**  
**REPAYMENT SCHEDULE**

Payments are based on a LOAN amount of \$400,000 for 10 years

Principle = \$400,000    No. of Payments = 10

First Payment Due = July 1, 2016

No	Payment Date	Beginning Balance	Yearly Payment	Ending Balance
1	7/1/2016	\$400,000.00	\$40,000.00	\$360,000.00
2	7/1/2017	\$360,000.00	\$40,000.00	\$320,000.00
3	7/1/2018	\$320,000.00	\$40,000.00	\$280,000.00
4	7/1/2019	\$280,000.00	\$40,000.00	\$240,000.00
5	7/1/2020	\$240,000.00	\$40,000.00	\$200,000.00
6	7/1/2021	\$200,000.00	\$40,000.00	\$160,000.00
7	7/1/2022	\$160,000.00	\$40,000.00	\$120,000.00
8	7/1/2023	\$120,000.00	\$40,000.00	\$80,000.00
9	7/1/2024	\$80,000.00	\$40,000.00	\$40,000.00
10	7/1/2025	\$40,000.00	\$40,000.00	\$0.00



## Council Agenda Coversheet

Council Date: 03/18/2014

Category: Consent Calendar

Agenda Item: C11

Key Element: Key 3 - Economic Vitality

Subject: 2014 TRI-CITY DEVELOPMENT COUNCIL MARKETING AGREEMENT

Department: Community and Development Services

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

**Recommended Motion:**

Authorize the City Manager to sign and execute the 2014 Economic Development Agreement with the Tri-City Development Council.

**Summary:**

The 2014 Agreement with the Tri-City Development Council (TRIDEC) provides for regional marketing of the Tri-Cities to primary businesses as well as retention and expansion activities for existing businesses. The City receives a number of recruitment leads from TRIDEC and supports responding to these leads. The payment of \$30,000 equals the payment made by the city over the past four years. It also matches the contribution provided by the cities of Kennewick and Pasco, as well as the contribution made by the Port of Pasco, Port of Kennewick, and Port of Benton. The work plan, as provided in Exhibit A to the Agreement, outlines TRIDEC's marketing, recruitment and retention plan.

Also included in the agreement is an additional \$1,000 in funding to provide support services to the Young Professionals of the Tri-Cities (YPTC).

**Fiscal Impact?**

☒ Yes ☐ No

The \$30,000 for marketing, recruitment and retention plus an additional \$1,000 to provide support services to young professionals is included in the 2014 Industrial Development Fund budget.

**Attachments:**

- 1) 2014 TRIDEC Work Plan
- 2) 2014 Marketing Agreement

City Manager Approved:

Hopkins, Marcia  
Mar 14, 10:28:49 GMT-0700 2014

# **Tri-City Development Council 2014 Plan of Work**



## **TRI-CITY DEVELOPMENT COUNCIL - PLAN OF WORK**

### **Approved by TRIDEC Board 2/27/14**

This document sets out TRIDEC's 2014 plan for new business recruitment, business retention and expansion as well as federal programs. While TRIDEC staff intend to achieve the goals and complete the tasks described in this Plan of Work it should be recognized that it is a "plan," and as local or national conditions change activities may be adjusted to reflect these shifts. Also, TRIDEC, like any successful economic development organization needs to be able to adjust quickly to take advantage of development opportunities which cannot be anticipated six months to a year in advance.

### **MISSION**

TRIDEC's overall mission is to improve the economic health of the Tri-City Region. In order to achieve this mission TRIDEC will:

- Promote diversification of the local economic base.
- Facilitate job creation and retention.
- Leverage technical, scientific and natural resources to encourage new investment.
- Pursue new federal missions and support employment stability in federally funded operations.
- Identify actions to improve the overall business climate.
- Advocate and lead the community on issues of economic importance.

Indicators of success should include growth in total number of jobs, reduction in unemployment rates, increases in personal income, and total investment in the counties from both private and public sources.

### **COMMERCE & INDUSTRY – BUSINESS RECRUITMENT**

Getting the attention of business prospects is a difficult task, particularly while competing with at least 13,000 other economic development organizations in the U.S. In spite of the competition, TRIDEC has been successful in building community awareness with nationally recognized site location consultants and business leaders. The ability to communicate with this audience requires strong collaboration with our local economic development partners.

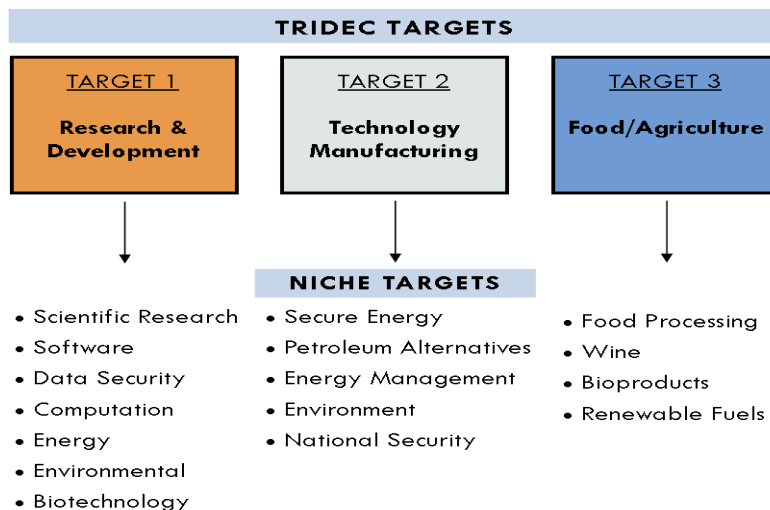
**The overall objective of TRIDEC's business recruitment program is to identify and attract companies into Benton and Franklin Counties that will result in capital investment and the creation of long term family wage jobs for area residents.**

TRIDEC promotes the best selling points and identifies Tri-City resources focused on development of industry clusters as well as utilizing "best practices" to influence location decisions by growing companies. Efforts include:

- Engaging businesses, ports, cities, counties, and other partners in pursuit of business and industrial development objectives.
- Managing marketing initiatives that may focus on specific sites or geographic areas. These may include Heritage Industrial Center, Tri-Cities Research District, resources around Red Mountain, and emerging industrial properties adjacent to the Southridge area.

- Using resources effectively by avoiding the duplication of activities while concentrating on marketing tactics that produce positive results.
- Promoting the region as the ideal location for energy research, systems development, product commercialization and energy technology manufacturing.
- Communicating with site location consultants and business leaders who represent successful and growing companies, regarding the advantages of locating facilities in the Tri-Cities.
- Identifying companies needing highly educated workers, access to unmatched scientific and technical expertise, and specialized infrastructure.
- Improve the probability of identifying expansion and relocation candidates by developing focused target industry lists, refining databases to reflect a narrowed focus, and concentrating direct marketing and sales activities geographically.

For the past several years TRIDEC's recruitment program has focused target industry sectors recommended in a report prepared by Angelou Economics. The targets did not preclude TRIDEC from recruiting other business or pursuing other development opportunities, but they were represented as sectors most likely to fit the resources available in the community. The target sectors recommended by Angelou are depicted in the diagram below.



## NEW ECONOMY TARGET INDUSTRIES

In 2013 TRIDEC solicited proposals from nationally recognized consulting firms to make a fresh evaluation of the target sectors recommended by Angelou Economics. Specifically, the Scope of Work for the "New Economy Target Industry Analysis" identified three critical elements:

- Evaluate of the Tri-Cities physical capacity and intellectual infrastructure that can be recognized as competitive strengths as well as the competitive challenges that exist in the community.
- Recommend at least three, but no more than six target industry sectors that offer the greatest opportunity for successful business recruitment. The analysis should not overlook emerging industries that are not part of existing industry clusters. And warehouse and distribution facilities and call centers should not be considered as high priority industries.

- Provide a review of “best practices” for target industry recruitment including tactics and strategies that have demonstrated success and are appropriate based on the target industries recommended.

Seven proposals were received by TRIDEC and a selection committee interviewed three firms. The team selected to conduct the analysis include:

- TadZo Consulting – specialists in economic development and site selection consulting known nationally and internationally for experience and quality work.
- The Don Schjeldahl Group –Mr. Schjeldahl has more than 30 years of experience in consulting and is expert in identifying community strengths and weaknesses.
- Applied Economics Partners –specializes in economic and fiscal impact assessments, financial modeling, incentive and operating cost analysis.
- Comerford Consulting Group –professional site selection consulting firm, assisting companies in developing location strategies and evaluating communities, sites and buildings throughout the United States, Canada, Mexico and Europe
- ROI (Research on Investment) – works with economic development groups to identify highly-qualified leads in the New Economy and market priorities.

Results of the target industry analysis will be presented at TRIDEC’s Annual Meeting in March. It is believed that the targets recommended by the TadZo Team will not necessitate a dramatic shift in TRIDEC’s recruitment activities. However, it is anticipated that there will be some refinement in targets and in the tactics currently being used. Consequently, an adjustment in some parts of this plan may be needed early in the second quarter of the year.

## **TRI-CITIES BRAND**

Community identity has often been identified as a constraint to attracting new businesses and capital investment. The “Tri-Cities” are not universally known in the Pacific Northwest. Many people in our own state couldn’t name all four of our principal cities and Tri-Cities name recognition diminishes with distance. East of the Mississippi River many who know the name associate it with the Tri-Cities of East Tennessee.

Late last year, TRIDEC, the Tri-Cities Visitor & Convention Bureau, the Tri-Cities Regional Chamber of Commerce, and the Tri-Ports entered into a contract with Roger Brooks International, who is a well-known community branding consultant. Mr. Brooks and his team will lead the Tri-Cities in a branding process to establish a new community brand and identity. The results will be used in future new business recruitment and retention efforts. The new Tri-Cities Brand is scheduled to be unveiled by mid-year.

## **MARKETING STRATEGIES & PLANS**

### ***Web Presence & Electronic Resources***

An increasing number of site selection projects, either by companies directly or by site location consultants, begin on the internet. Consequently, web based research demands that information be current and accurate. Website management practices will require that new information be posted as available, not on a calendar-based schedule.

Search engine visibility is one of the most important characteristics of a successful website. Google, Netscape and Bing retrieve information from the internet using keyword recognition. To maximize visibility on the web, keyword and key phrase identification and search engine optimization will be closely monitored as part of overall website management.

TRIDEC's website will be updated with new graphics to reflect the new Tri-Cities Brand. Staff will also evaluate website design to determine if the architecture needs to be updated or revised. Also, the website will be evaluated and updated to reflect the new target industries recommended by the TadZo Team.

In addition to the TRIDEC website, TRIDEC will continue to utilize [www.fastfacility.com](http://www.fastfacility.com) for posting sites and building information on the internet. *FastFacility* has been acknowledged by site selection executives as significantly reducing site evaluation time and eliminating some travel expenses in the early stages of site selection work. Postings on both the TRIDEC site and on the *FastFacility* platform require staff to monitor changes in ownership, pending transactions, removal from marketplace, reconfiguration of existing property, new listings, conversion from agricultural to industrial, etc. Any web based tools required for management of these resources will be evaluated and upgraded as necessary.

### ***Collateral Materials***

Primary emphasis in printed materials will continue to be on the *Fact Sheet*, a summary of significant community information and statistics. TRIDEC will be asking the TadZo Team to develop "value propositions" for some or all of the new Targeted Industry Sectors. This information will be available in print form as well as at [www.TRIDEC.org](http://www.TRIDEC.org).

During the past year TRIDEC developed two brochures. One was designed to provide a quick look at the Tri-Cities; the second focused specifically on data centers. Both brochures will be updated and reprinted during 2014.

### ***Advertising & Recruitment Mailings***

TRIDEC has traditionally placed a small amount of print advertising in recognized site selection publications such as *Area Development*, *Site Selection*, and *Expansion Solutions*. TRIDEC also pays for directory listings in these and other publications. During 2014 TRIDEC will place three or four quarter page ads outlining the advantages of doing business in the Tri-Cities in one or more of the above publications.

TRIDEC will also design a series of mailings using a combination of letters and conventional postcards addressed to the following:

- Senior management in target industry companies (new target sectors)
- Site selection consultants, substantive industrial real estate firms, and other third party advisors
- Trade associations and publications associated with target industries

### ***Site Selector Meetings***

TRIDEC will undertake at least two marketing missions targeted specifically at leading site location consultants in 2014. Typically teams of two individuals will visit site selection professionals with a

focused message on the advantages of doing business in the Tri-Cities. Site selector visits include companies such as Wadley-Donovan Group, Deloitte & Touche, BF Strategic Site Selection Services, Metro Compare, Investment Consulting Associates, Atlas Insight LLC, J.M. Mullis Inc., and Hickey & Associates. Specialists from CoreNet Global and members of the Industrial Asset Management Council (IAMC) are also significant contacts. Representatives from partner organizations and/or local business leaders will be invited to participate in these missions.

### ***Trade Shows / Target Industry Events***

- **Northwest Food Processors Association** – This event is the largest regional Food Processing Expo in North America, attracting almost 4,000 food processing industry professionals from around the nation. This conference occurred in January, 2014 and was attended by TRIDEC staff.
- TRIDEC will continue to sponsor a breakfast event at two **Industrial Asset Management Council (IAMC)** Professional Forums. IAMC is the leading association of corporate real estate executives, site selection consultants and others that provide service to the corporate real estate industry. The Forums provide visibility for the Tri-Cities through signage, printed programs and schedules, public speaking opportunities, and recognition during breakout sessions. IAMC is a very cost effective venue for promoting the Tri-Cities.
- Each of TRIDEC's target industries require sophisticated information technology resources for their operations. Information technology, particularly data centers, consistently drive software development, demand the most sophisticated hardware, and push for innovative energy management systems. To identify significant opportunities, TRIDEC will display at **Data Center World** in April. The event caters to facility management professionals representing 4,500 of the world's largest data centers. The event is in Las Vegas, April 28 – May 2, 2014.
- **CoreNet Expo**, October 26-29, 2014, provides a forum for economic developers and corporate real estate executives to meet and discuss opportunities beneficial to both parties. TRIDEC has been an exhibitor at the previous two CoreNet events, but has chosen only to attend the 2014 Expo.
- **Power-Gen and Nuclear Power International** – Power-Gen, co-located with Nuclear Power International, is the largest power event in the industry. Combined, the two shows offer access to 18,000 power professionals over three days. TRIDEC plans to display at this show in Orlando, FL, December 9 – 11, 2014.
- **Site Consultants Forum/Women in Economic Development.** Area Development Magazine is the sponsor of these events. Typically there are two Consultants Forums and one Women's event annually. These venues offer attendees (100 or less) the opportunity to network with key site selections consultants. Consultants also present a variety of site location case studies and discuss the best methods of keeping them informed about the Tri-Cities. TRIDEC will attend one event in 2014.

## **BUSINESS RETENTION & EXPANSION**

A majority of new job opportunities in almost any community come from the growth of existing companies, and the Tri-Cities is no different. TRIDEC's Business Retention and Expansion program, often referred to as CARE (Commerce Appreciation, Retention & Expansion), is intended to undertake activities to retain local businesses and help them expand. In past years TRIDEC has primarily focused on local manufacturers. During 2014, the CARE Program will continue to work

with manufacturers and also place attention on the local food and beverage cluster. The CARE program can be segmented into recognition activities, education, and the new initiative FABREO (Food and Beverage Retention & Expansion Opportunities).

### ***Recognition***

Oftentimes, local companies go unrecognized for their contribution to local employment and to the community's tax base. TRIDEC believes that thanking companies for their local contributions and providing opportunities for these companies for their contribution can go a long way to improving morale in the business community. TRIDEC has and will continue to:

- Participate as a judge and sponsor in the Annual Richland Rotary Entrepreneurial Awards.
- Participate as a judge in the Seattle Business Magazine Manufacturer of the Year Awards (if invited).
- Organize a Manufacturing Appreciation Luncheon (October) celebrating local manufacturing and selecting a Tri-Cities Manufacturer of the Year.

### ***Education***

- Continue to represent Impact Washington in the Tri-City Area and work with Impact to facilitate events for employers throughout the year.
- Coordinate at least two meetings of local manufacturers with the Export-Import Bank of the United States, the Export Finance Assistance Center of Washington, the U.S. Commercial Service/Spokane, and the Washington State Department of Agriculture International Marketing Program to develop export opportunities (2<sup>nd</sup> & 3<sup>rd</sup> Quarter).
- Explore educational/training opportunities for the processed food industry with Washington State University Tri-Cities, Columbia Basin College, and the Tri-Tech Skills Center.

### ***FABREO (Food and Beverage Retention & Expansion Opportunities)***

- During the first quarter TRIDEC will survey processed food and beverage companies in Benton and Franklin Counties to develop relationships, discover areas of opportunity and create industry profiles. During this process a working relationship will be developed with the Pasco Specialty Kitchen.
- Tabulate, design and publish the results of the Food/Beverage Survey including releasing the results to local media.
- Explore a media program to promote the local food/beverage industry including articles placed in local print media. Television coverage will also be explored.
- Explore writing and publishing a "Tri-Cities Food/Beverage Blog" to be listed on the TRIDEC Website and E-Newsletter.
- Explore a "buy local" program featuring local processed food and beverages.

## **WORKFORCE DEVELOPMENT**

Growing and expanding businesses require skilled workers for all levels within their organizations. Consequently, with increasing frequency workforce development is viewed as an important contributor to successful economic development and a healthy economy. Educational institutions, training facilities, labor unions, WorkSource Columbia Basin, and the Benton-Franklin Workforce Development Council all play important roles in local workforce development efforts and all partners with TRIDEC from time to time on various issues or projects.

### ***Young Professionals of the Tri-Cities (YPTC)***

In addition to traditional workforce development activities, retention and attraction of young professionals is very important to the future of the Tri-Cities and companies doing business here.

Retaining young professionals demands an investment in quality of life assets and in entrepreneurship resources. Attracting young professionals requires marketing messages that will appeal specifically to the demographic. To achieve both objectives, TRIDEC, with financial support from the Cities of Richland and Kennewick, established the Young Professionals of Tri-Cities organization in 2007.

YPTC's mission is simple: "to connect and engage young professionals in the Tri-Cities region." The organization facilitates the advancement of young professionals through social, educational, and civic service oriented events. The desired outcome of YPTC is to foster an environment where members can learn from each other's experiences, share business knowledge, and discuss career matters. They work to prevent the migration of educated young people to larger cities (often referred to as "brain drain") and to encourage those who have left to return to the Tri-Cities region.

#### **2014 YPTC Activities:**

- Host monthly social networking events at local establishments highlighting the businesses that are attractive to young professionals.
- Host monthly professional networking events.
- Host quarterly professional development events.
- Coordinate quarterly community service activities.

### ***Girls Learning About Manufacturing***

GLAM was started several years ago as a program designed to introduce manufacturing careers to young women. It is hosted at Columbia Basin College in partnership with the Tri-City Development Council (TRIDEC). Participants, who are high school girls, are given the opportunity to create team projects using their creativity and problem-solving skills alongside motivating female industry professionals. The participants are also educated on academic pathways that lead to a variety of career opportunities within the manufacturing industry. Final projects are displayed at TRIDEC's Annual Manufacturing Appreciation Luncheon.

#### **GLAM's 2014 Objectives:**

- Increase participants to 150 high school students.
- Increase mentors to 50 industry professionals – 30 from manufacturing companies and the remainder from complimentary companies.
- Encourage and facilitate additional outreach between mentor and mentee.

### ***Careers in Manufacturing***

This is a companion program to GLAM. The program allows high school age students the opportunity to learn about manufacturing and career opportunities and applications. Topics have ranged from discussion on the types of products manufactured in the Tri-Cities to the skills needed to perform necessary functions. Careers in Manufacturing have also provided students insight into the manufacturing process including research & development, manufacturing, marketing and education & training.

## **FEDERAL PROGRAMS**

### ***Hanford & Pacific Northwest National Laboratory Budget***

The President will release the Administration's Proposed FY2015 Budget Request in March, 2014. Some \$3.2 billion of this budget request is expected to be designated for Hanford Cleanup and for PNNL.

Federal Programs' Action:

- Review the Administrations FY2015 Budget Request
- Prepare TRIDEC's Congressional Letter of Request to focus on areas either in the Environmental Management or Office of Science budgets, where additional funding might be needed
- Present the TRIDEC Congressional Letter of Request in draft form to DOE and to Congressional offices
- Finalize the Letter of Request and issue it to Congressional offices – continue to follow through Congressional budget process

### ***Land Conveyance Request***

In May 2011, TRIDEC (on behalf of the Tri-Cities Community – City of Richland, Port of Benton, and Benton County), requested 1641 acres of Hanford property be transferred to TRIDEC for future economic development.

The Department of Energy – Richland Operations Office (DOE-RL) has been proceeding with an Accelerated Environmental Assessment of some 4,000 acres of Hanford land that potentially meets TRIDEC'S request. The current DOE-RL schedule is that this Accelerated Environmental Assessment (EA) will be completed no later than December of 2014. Following completion of that EA, there are still legal requirements for the proposed actions to be reviewed and concurred with by DOE-Headquarters and Congressional offices.

Federal Programs' Action:

- Work closely with City of Richland, Port of Benton, and Benton County – and with DOE-RL to specifically identify what property may be transferred; and what requirements might be identified to begin preparatory planning for infrastructure to the property (or to identify **if** the property as outlined by DOE may not meet the community's needs, or if providing the infrastructure to that site might be too costly).
- Work closely with DOE-RL to establish what the real cost-of-transfer will be. (The community continues to feel that the transfer of the land should be at NO, or absolutely minimal, cost to the community!)
- Identify what legal documents might be drafted between now and December 2014, to assist in transferring the land as early as possible.
- Clearly establish what steps might be taken in parallel, rather than in sequence, to move the transfer of land forward as early as possible.
- Keep Congressional offices fully informed on the status of the land-transfer (conveyance) request. AND, possibly work with Congressional offices to finalize a "land-transfer amendment" to the NDAA to move this land-transfer more expeditiously.

### ***Public Access to the Hanford Site***

TRIDEC and the Tri-Cities Visitor and Convention Bureau (VCB) contracted for a study, or vision, of what future public access to Hanford might look like as Hanford is cleaned up. This could provide the public with its first unescorted access to Hanford since the site was closed in 1943! A final report and recommendations on this vision of future public access will be presented to the Boards of TRIDEC and the VCB in February.

#### **Federal Programs' Action:**

- Once approved by both Boards, take the presentation to local elected officials to acquire their support for this future vision.
- Prepare a transmittal document, with signatures of local elected officials and TRIDEC and VCB, for delivery to DOE-RL, DOE-HQ, and to Congressional offices.
- Obtain DOE support and approval of this Community Request so any regulatory requirements can get started which will allow future public access to specified sites within Hanford. (What better way to publically announce that Hanford IS being cleaned up than with an allowance for the public to have access?)

### ***Manhattan Project National Park***

TRIDEC (Federal Programs) has been working toward a new Manhattan Project National Park Bill in Congress for some 5 years. The past two years TRIDEC and other supporters from Oak Ridge, Tennessee and Los Alamos, New Mexico have managed to get this Bill passed by the House, but not the Senate.

There is strong feeling that this calendar year is the best (and potentially last) chance to have Congress pass this important legislation. With Doc Hastings announcement of his retirement this year, there will be no Champion for this Bill in the House next year. However, at this time there is very strong support in both House and Senate. Senators Murray and Cantwell have the lead in the Senate and Doc in the House.

#### **Federal Programs' Action:**

- TRIDEC is working with a broad-based group of interested parties from across the U.S. to do everything possible to get this bill passed this year.
- This group is made up of the Atomic Heritage Foundation; Cities of Oak Ridge and Los Alamos and Richland; Energy Communities Alliance; Los Alamos Historical Society, National Parks Service; National Parks Conservation Association; National Trust for Historic Preservation; B Reactor Museum Association; TCVCB; The Ferguson Group; and a few others.
- This coalition of organizations is working very closely to bring all the political support we can garner to get this bill through both the House and the Senate – either through the National Defense Authorization Act, or as part of a National Parks Bill package.
- TRIDEC is right now working on obtaining letters of support from the three Governors from Washington, Tennessee and New Mexico.

### ***Small Modular Reactor Siting Study – for Hanford***

Washington State Legislature (primarily due to Senator Sharon Brown) provided TRIDEC with a \$500,000 grant to study the feasibility of siting a new Small Modular Reactor on the Hanford Site. The grant was finalized late in Calendar year 2013, and TRIDEC released a Request for Proposal on

Dec. 30, 2013. More than 20 Companies expressed interest in the RFP, and 13 proposals were received by the Jan. 17 deadline.

Federal Programs' Action:

- An award to one of the companies will be made before the end of February.
- The study is expected to take 4 to 6 months.
- By early August TRIDEC hopes to be working with the final report, and the RFP winner, in preparing information that can be taken to the Governor, State Legislature, Congressional Offices, and to the Secretary of Energy.
- TRIDEC and the Tri-Cities have between 1 and 3 years to gain the attention and support of both political offices and DOE-Hq., to move our site to the TOP choice to locate one of the first SMRs.

## **MID-COLUMBIA ENERGY INITIATIVE (MCEI)**

MCEI was formed with an initial purpose of investigating whether an “energy park” could be established on Hanford lands included in a 2009 Department of Energy announcement that the active clean-up footprint at Hanford would be significantly reduced by 2015.

MCEI quickly became a much broader effort to look at how the Tri-Cities could expand the energy sector of the local economy. From an initial invitation list of twenty, MCEI currently has approximately 120 members including utilities, manufacturers, Department of Energy and Bonneville Power Administration representatives, and professional services firms.

MCEI is what might be termed an umbrella program for TRIDEC because it touches almost all elements of this plan. New business recruitment has and will likely continue to target energy related companies, MCEI involves local business and provides a forum for networking and collaboration and the Hanford Land Conveyance and efforts to replace diesel with natural gas at DOE's waste treatment plant were outgrowths of TRIDEC's Federal Programs.

MCEI's 2014 Objectives:

- Actively pursue location of a Small Modular Reactor at Hanford
- Advocate for construction of a natural gas pipeline to serve DOE's Waste Treatment Plant
- Support conveyance of surplus DOE land to the community for economic development purposes
- Support Ben Franklin Transit's Electric Bus Demonstration Project
- Support and advocate for PNNL's Smart Grid, Materials Hub and Battery Hub projects.
- Support ongoing activities at WSU Tri-Cities Bioproducts, Sciences & Engineering Laboratory and the new Center of Excellence for Alternative Jet Fuels and the Environment
- Support renewable energy projects in the Tri-Cities

Contract No. \_\_\_\_\_

## **ECONOMIC DEVELOPMENT AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of April, 2014 by and between the City of Richland, a Washington Municipal Corporation, (hereinafter called the "City"), and Tri-City Development Council, a non-profit corporation of the State of Washington (hereinafter called the "Contractor").

### **WITNESSETH:**

#### **1. GENERAL DESCRIPTION OF WORK:**

The Contractor shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this Agreement.

#### **2. SCOPE OF WORK**

- a) The Contractor shall perform economic development programs for the term of this agreement. Services to be provided are detailed in the attached Work Scope, Exhibit "A" and are made part of this Agreement. More specifically, the Contractor shall develop and execute a regional marketing program that will include marketing missions to two major metropolitan areas and include participation at three industry events focused on key market sectors for Richland. At least one sector focus shall include technology firms as identified by the Tri-Cities Research District.
- b) In the interest of attracting and retaining young professionals, as called for by the Tri Cities Research District Land Use and Marketing Plan, the Contractor shall promote and enhance the attractiveness of the community to young professionals. Said promotion and enhancement may take the form of providing support to the Young Professionals of the Tri-Cities for items such as, but not limited to, web space, meeting space, registration and hosting services.

#### **3. TERM OF AGREEMENT**

The term of this agreement is from the day the agreement is entered into until termination, which occurs on December 31, 2014.

#### **4. COMPENSATION**

- a) For services provided in Paragraph 2a, the City agrees to pay the Contractor the sum of thirty thousand dollars and no cents (\$30,000.00). Payments shall be made in equal payments from March through December in an amount of three thousand dollars and no cents (\$3,000.00) per month during the term of

this agreement. The City will make payment within four weeks of receipt of an invoice and work progress report from Contractor.

- b) For services provided in Paragraph 2b, the City agrees to pay the Contractor the sum of one thousand dollars and no cents (\$1000.00). Payment shall be made in one lump sum. The City will make payment within four weeks of receipt of an invoice, which shall include a list of assistance provided.

**5. EMPLOYMENT**

Any and all employees of the Contractor or other persons while engaged in the performance of any work or services required of the Contractor under this Agreement, shall be considered employees of the Contractor only and not of the City, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Contractor's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

**6. OTHER PARTIES**

It is mutually agreed that this Agreement is not transferable by either signatory to a third party without the consent of the other principal party.

**7. TERMINATION**

This Agreement may be terminated by either party upon thirty (30) days written notice, by registered mail, or mailed to the other party at his usual place of business. In the event this contract is terminated by the Contractor, the City will be entitled to reimbursement of costs occasioned by such termination by the Contractor. In the event the City terminates this Agreement, the City shall pay the Contractor for the work performed, an amount equal to the percentage of completion of the work as mutually agreed between the City and the Contractor.

If any work covered by this Agreement shall be suspended or abandoned by the City before the Contractor has completed the assigned work, the Contractor shall be paid for services performed down to the time of such termination or suspension an amount equal to the costs incurred at the date of termination as mutually agreed upon between the City and the Contractor.

**8. DISPUTE RESOLUTION**

The City and the Contractor agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.

All disputes between the City and the Contractor not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Contractor. If not mutually agreed to resolve the claim by arbitration, the claim will

be resolved by legal action. Arbitration of all claims will be in accordance with the Arbitration Rules of the American Arbitration Association.

**9. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Benton County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The Contractor hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in Benton County.

**10. INSURANCE**

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

**A. Minimum Scope of Insurance**

Contractor shall obtain insurance of the types described below:

Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

**B. Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

The Contractor's insurance shall be endorsed to state that the coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.

**E. Verification of Coverage**

Contractor shall furnish the City with original certificates evidencing the insurance requirements of the Contractor before commencement of the work

**11. INDEMNIFICATION / HOLD HARMLESS**

Contractor shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

**12. STANDARD OF CARE**

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality. The Contractor makes no warranties express or implied, under this Agreement or otherwise, in connection with the Contractor's services.

**13. SUCCESSORS OR ASSIGNS**

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

**14. EQUAL OPPORTUNITY AGREEMENT**

The Contractor agrees that he will not discriminate against any employee or job applicants for work on this Agreement for reasons of race, sex, nationality or religious creed.

**15. PARTIAL INVALIDITY**

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

**16. NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the following addresses

City  
Bill King, Deputy City Manager  
Community Development Services  
City of Richland  
975 George Washington Way  
Richland, WA 99352  
(509) 942-7763

Contractor  
Carl Adrian, President  
TRIDEC  
901 N. Colorado  
Kennewick, WA 99336  
(509)735-1000

**17. EXTRA WORK**

The City may desire to have the Contractor perform work or render additional services within the general scope of this Agreement. Such work shall be considered as Extra Work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

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

CITY OF RICHLAND, WASHINGTON

TRI CITY DEVELOPMENT COUNCIL

\_\_\_\_\_  
CYNTHIA D. JOHNSON  
City Manager

\_\_\_\_\_  
CARL ADRIAN  
President

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS  
City Clerk

\_\_\_\_\_  
HEATHER D. KINTZLEY  
City Attorney

## **EXHIBIT A: WORK SCOPE**

### **TRI CITY DEVELOPMENT COUNCIL – COMMERCE AND INDUSTRY DIVISION 2014 PLAN of WORK**

**As Attached**



## Council Agenda Coversheet

Council Date: 03/18/2014

Category: Consent Calendar

Agenda Item: C12

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: AGREEMENT WITH BUILDERS ADVANTAGE, INC. FOR WEATHERWISE PROGRAM PARTICIPATION

Department: Energy Services

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

**Recommended Motion:**

Authorize the City Manager to sign and execute an agreement with Builders Advantage, Inc. for participation in the City's Weatherization Program.

**Summary:**

City authorized contractors install energy conservation improvements for Richland electric customers under the Energy Services Department's energy efficiency Weatherwise Program. Typical energy efficiency improvements include heat pumps, replacement windows, appliances, and building insulation.

The agreement specifies program procedures, minimum bonding and insurance requirements, electric heat and conservation improvement requirements, delisting procedures, and other program and regulatory requirements. Builders Advantage, Inc., of Richland, WA, has met all contractual requirements and with approval will be added as an authorized contractor for the City's Weatherwise Program.

Contractors seeking weatherization work within Richland go through a uniform process to qualify. This process includes satisfactorily completing an application, meeting the licensing, insurance and bonding requirements, fee payment, Energy Services' weatherization program orientation, and introduction to energy efficiency staff. The one-time fee is intended to cover administrative costs. Contractors must maintain their licenses, bonding, and meet other program requirements in order to remain on the list.

After approval by City Council, contractor names are placed on a reference list. Utility customers inquiring about qualified contractors are provided this list of approved contractors. Utility staff makes no recommendations to customers about one contractor compared to another.

Fiscal Impact?

☐ Yes ☒ No

**Attachments:**

1) Proposed Agreement

City Manager Approved:

Hopkins, Marcia  
Mar 14, 10:28:22 GMT-0700 2014



# **CITY-AUTHORIZED CONTRACTOR AGREEMENT**

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THIS AGREEMENT, made this \_\_\_\_\_ day of March, 2014, between the **City of Richland**, a municipal corporation and city of the first class located in Benton County, Washington, hereinafter referred to as the "City," and **Builders Advantage**, hereinafter referred to as "Contractor."

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

## **I. Recitals**

WHEREAS, the Community directly benefits from promoting energy efficiency within the City's utility service area; and

WHEREAS, effective October 1, 1994, the City entered into the Conservation Resource Acquisition Agreement with the Bonneville Power Administration (BPA) in order to acquire cost-effective conservation resources; and

WHEREAS, the Conservation Resource Acquisition Agreement was superseded by an Energy Conservation Agreement between the City and BPA, effective October 1, 2009, this agreement providing the current legal conditions by which the parties are pursuing cost-effective conservation resources; and

WHEREAS, upon contracting with BPA, the City's Residential Weatherwise Agreement became an extension of the master Conservation Resource Acquisition Agreement and its successor Energy Conservation Agreement; and

WHEREAS, the master Energy Conservation Agreement provides the City with the flexibility to determine the conservation program activities and incentive levels necessary to achieve conservation objectives; and

WHEREAS, conservation objectives are achieved through a three-party contracting effort between the City, a City-Authorized Contractor tasked with performing energy-efficient improvements, and the benefiting property owner;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and the terms and conditions hereof, the parties agree as follows:

## **II. Agreement**

1. Scope of Work - Contractor agrees to furnish all labor, materials, bonding, insurance, supervision and equipment required to install energy conservation measures available through the City's Weatherwise Service. All understandings

related to this scope of work shall be in writing. No verbal agreements between the benefiting property Owner ("Owner"), Contractor, and the City will supersede this Agreement.

2. Duration and Termination - The term of this Agreement shall be for one year from the above date, and shall automatically renew on the annual anniversary date each successive year. Either party may terminate this agreement without cause at any time upon thirty (30) days' written notice to the other party.
  - a. Contractor's failure to respond to any requests made by the City related to insurance requirements or bonding information shall result in immediate termination of this Agreement.
  - b. Contractor is obligated to satisfactorily and timely complete all projects that are in progress as of the date of termination of this Agreement.
3. Procedure - The City and Contractor share the responsibility to market and promote the City's Weatherwise Service.
  - a. The City shall market the Weatherwise Service, including City-Authorized Contractors, through utility billing inserts, radio and print advertising, and other appropriate media. In response to a request for a proposal that resulted from the City's marketing efforts, the Contractor shall promote the benefits of energy efficiency and participation in the City's Weatherwise Service to the Owner. The Contractor may also use its own client lists and sales leads to solicit participation in the Weatherwise Service.
  - b. The Contractor may market the Weatherwise Service and their status as a City-Authorized Contractor. All Contractor marketing and advertising that has any reference to the City's Weatherwise Service or their status as a City-Authorized Contractor shall be submitted to the Energy Services Director (ESD) or designee for advance written approval.
  - c. The Contractor's performance goal shall be to consistently obtain a sales amount equal to, or in excess of, the average Contractor Weatherwise Service sales amount. Achievement of the performance goal will be periodically monitored to determine, in the Energy Service Director's reasonable judgment, if the Contractor has achieved the performance goal. The Contractor shall be required to submit a marketing plan to achieve this goal at the time of execution of this Agreement. The marketing plan shall be subject to City review and acceptance.
  - d. No work will be authorized without the Owner's completion of the City's Weatherwise application, and the Contractor's completion of the City's proposal form. The Contractor and Owner share the responsibility to determine whether the building meets the City's Eligibility Criteria, and to indicate such on the Weatherwise proposal. The Contractor is responsible for identifying and

informing the City and the Owner of all required actions that do not qualify for payment under the Weatherwise Service. The Contractor shall only propose materials and equipment that are pre-approved by the City. Contractor shall not receive any payment under this Agreement until City approves final inspection and acceptance of the work performed.

4. Eligibility Criteria - In order to qualify, a home must have electric heating equipment that meets one of the City's Eligibility Criteria defined in the City's loan application. Further, Owners of residences must receive electric utility service from the City.
5. Energy Conservation Measure Availability - Homes must meet the City's energy conservation measure availability defined in the City's Weatherwise Loan Service Standard Terms and Conditions. The Contractor agrees to restrict its weatherization materials, products, and installation methods to those currently approved by the City.
6. Commencement - Once a signed Owner's Application and City proposal form are received, the City will schedule loan closing with the Owner. The City reserves the right to reject any proposal to perform work under this Agreement at the sole discretion of the City.
  - a. All changes that result in an increase in the bid price or increased scope of work after Notice to Proceed is issued must be approved in writing by the City and the Owner. Reductions in the scope of work and cost may be made, and the Weatherwise Statement may be revised, upon City installation acceptance without requiring a revision to the Loan Agreement.
  - b. Contractor shall not commence work on an Owner's residence until an authorized City representative has issued the Notice to Proceed based on the Owner's acceptance of the City's Application, Contractor's Proposal and City Loan Agreement. No new work may be issued to the Contractor by the City until all jobs which have been in progress for more than one-hundred and twenty (120) days have passed all required inspections. The Contractor's failure to complete all work and obtain City inspection and acceptance within one-hundred and twenty (120) days from the date of the City's Notice to Proceed enables the City and/or Owner to cancel the Loan Agreement without incurring Contractor cancellation costs.
  - c. The City may cancel the Loan Agreement for just cause, and shall not be responsible for any Owner or Contractor damages.
  - d. Prior to the commencement of work, the Owner may request to cancel the Loan Agreement. Such request to cancel shall be submitted to the City in writing. If the Loan Agreement is canceled by the Owner after the City has given notice to proceed to the Contractor, the Owner is responsible to pay any cancellation costs to the Contractor identified in the proposal.

7. Warranty - Contractor warrants that the work and materials furnished under this Agreement shall comply with accepted industry standards and the requirements established by the City. These requirements are included in this Agreement by reference. The City may revise its requirements at any time based on one or more health or safety concerns. All other City requirements may be revised semi-annually.
- a. If any defect in the Contractor's workmanship or materials is discovered within two (2) years after the completion of any work, the Contractor shall expeditiously remedy, repair, correct, replace or cause to be remedied, repaired, or replaced at the Contractor's expense such defect in materials or workmanship.
  - b. Sealed insulated glass units and heat pumps shall be warranted against failure for a minimum period of five (5) years. Insulation shall be warranted against failure for a minimum of two (2) years. The Contractor shall provide to the City and the Owner a written warranty for the sealed insulated glass units, heat pumps, and insulation.
  - c. The foregoing warranties shall survive any inspection the City may elect to make.
8. Acceptance and Payment - Upon completion of the work, the Contractor will notify the City that the job is complete, and upon inspection approval by the City and acceptance by the Owner, Contractor may then invoice the City for the amount stated in the Notice to Proceed. The Contractor will be paid within thirty (30) days subsequent to City acceptance of the work and after an acceptable detailed invoice has been received by the City. The Contractor shall promptly pay all subcontractors or materials providers employed by the Contractor in connection with installations undertaken pursuant to this Agreement.
- a. All material and workmanship shall be subject to inspection, examination and testing by duly authorized agents of the City at any time during or after installation of materials. Such inspection will verify the home meets the relevant Eligibility Criteria, and that the energy conservation measures are available and meet all City material and installation requirements. The Owner and Contractor must be present at the time of inspection.
  - b. The City shall have the right to reject defective material and workmanship and/or require its correction without cost or expense to the City or the Owner. Contractor shall be given timely notice of the defect and a reasonable opportunity to cure. In the event the Contractor fails or refuses to correct any defect as set forth herein, the City may, at its option, deduct an equitable amount from any payment owing or to be owed to the Contractor, or take such other steps as it deems appropriate.

- c. The City reserves the right to levy penalty charges for re-inspection due to work or materials failing previous inspection. Charges will be billed to the Contractor on a monthly basis. The City reserves the right to collect re-inspection penalty charges which are outstanding and past due by deducting the amount owing for re-inspection from subsequent payments owed to the Contractor for completed work.
  - d. If the Contractor's work fails to pass on the third inspection, the City may, in consultation with the Owner, determine to correct the work and deduct the cost from the amount due the Contractor.
  - e. The Owner may submit a written complaint within five (5) business days of City inspection acceptance. If an Owner complaint is not received in writing within five business days of City inspection acceptance, the materials and their installation have been accepted by the Owner. If in the opinion of the Energy Services Director a reasonable written complaint is received within this period the City may withhold payment to the Contractor. The Contractor must resolve reasonable Owner written complaints within five business days of receipt. If the Owner and Contractor cannot resolve the complaint within ten business days of City inspection acceptance, the Contractor agrees to relieve the City from all responsibilities including payment under this Agreement.
9. Indemnification/Hold Harmless - The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
10. Waiver of Liens - Contractor understands that the City does not wish construction liens or materialmen's liens to be placed upon the property of participating Owners as a result of any services or materials provided by Contractor pursuant to the City's Weatherwise Service. Therefore, Contractor hereby waives any common law or statutory right it may have to any construction, materialmen, or other lien against such property, and agrees that it will not file, nor by failure to pay any materialmen or subcontractor, cause any other person to file a construction, materialmen, or other lien against the real property owned by participating Owners.

- a. If Contractor does file, or permits to be filed, or by its failure to pay lawful obligations causes to be filed any such lien in contravention of this Agreement, without City approval, the City, without prejudice to any other rights it may have, may take such action it deems necessary or advisable so as to remove any such lien, and Contractor shall reimburse the City for all expenses, including attorney's fees, incurred by the City in resolving the issue of the lien and obtaining or attempting to release the lien.
- b. Advance City permission to file such liens may be obtained on a case by case basis under certain conditions. A contractor's request to file such liens shall be made in writing to the Energy Services Director. The request shall identify a justifiable reason for the lien.

11. Liability Insurance -

- a. *Duty to Obtain*: The Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.
- b. *No Limitation*: Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. *Minimum Scope of Insurance*: Contractor shall obtain insurance of the types described below:
  - i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  - ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, contractors pollution liability, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability

insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  - d. *Minimum Amounts of Insurance:* Contractor shall maintain the following insurance limits:
    - i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
    - ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
  - e. *Other Insurance Provision:* The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
  - f. *Acceptability of Insurers:* Companies writing the insurance to be obtained under this Agreement shall be licensed to do business under Chapter 48 RCW. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII, and the ratings shall be indicated on the insurance certificates.
  - g. *Verification of Coverage:* Prior to commencement of work, Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor.
  - h. *Subcontractors:* The Contractor shall be solely responsible for determining the insurance coverage and limits required, if any, to be obtained by all subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
12. Bonding - In accordance with the Revised Code of Washington (RCW) 39.08 and (where applicable) RCW 60.28, Contractor shall provide the City with a payment bond and a performance bond covering all work performed under this Agreement, in an amount of not less than \$10,000. Each bond shall be executed on the forms

provided by the City, and must be issued by a company registered to do business in the State of Washington.

13. Certifications and Permits - The Contractor shall give all required notices and comply with all applicable laws, ordinances, rules and regulations, and certification requirements, and shall procure and pay for all necessary municipal or other governmental permits, licenses and inspections.
  - a. Heat Pump contractors shall employ a minimum of one Refrigeration Service Engineer's Society (R.S.E.S.) certified employee to maintain its status as a City-Authorized Heat Pump Contractor.
  - b. All Contractors shall request an in-progress inspection from the Energy Services Business Services Division for construction work that may become concealed (e.g., closed-blows and advanced air-sealing).
  - c. Copies of all required permits and certifications, including, but not limited to a City building permit, State electrical permit, Air Pollution Control Authority asbestos abatement permit, and insulation certification shall be attached to the invoice for each completed job.
  - d. In the event the Energy Services Business Services Division inspector does not complete both inspections on behalf of the City, the Contractor will be required to request an inspection from both the City's Building Inspection Division and Business Services Division for all work performed under this Agreement.
14. Subcontractors - The Contractor is solely responsible for identifying and hiring a competent subcontractor to perform subcontracted work. Contractor shall be fully responsible to the City and Owner for acts or omissions of any subcontractor performing any portion of the work under this Agreement, or any person directly or indirectly employed by the Contractor, and nothing contained herein shall create any contractual relationship between subcontractors and the City. Contractor is responsible for ensuring all subcontractors' compliance with the terms of this Agreement, and for immediately addressing issues raised by the City regarding subcontractor performance.
15. Kickbacks - Kickbacks, rebates, price reductions or inducements for participation or non-participation or other non-service benefits from the Contractor to an Owner are strictly prohibited, and such acts may be subject to prosecution or civil action under federal law. Bid rigging or bid collusion may subject the parties to triple damages under federal law in addition to any other penalties prescribed by law.
16. Clean-up - Contractor shall at all times keep Owner's premises and work areas free from accumulation of waste materials or rubbish, and prior to completion of work, remove any rubbish from the premises, including but not limited to tools, scaffolding, equipment, and materials. Upon completion of work, Contractor shall leave the premises in a condition satisfactory to the City and the Owner. In the

event the Contractor fails to comply with any of the foregoing in a prompt and workmanlike manner after reasonable notice, the City may, after such notice, perform the clean-up work and removal at the expense of the Contractor. Expenses associated with the City's clean-up and removal of waste and/or materials on the Contractor's behalf shall be deducted from any balance owing to Contractor for completed work before final payment is made.

17. Independent Contractor - Contractor is an independent contractor. This is no partnership, agency, or employment of contractor relationship between Contractor or any of the Contractor's employees and the City. The parties expressly understand and agree that the equipment used, and the personnel employed by Contractor in performing the work contemplated by this Agreement shall at all times be under the sole and exclusive control of the Contractor. The Contractor shall not create any obligation or assume any responsibility for the City, nor shall the Contractor attempt to bind the City in any way whatsoever; nor shall Contractor represent in any manner that he or she is an agent of the City or associated or affiliated with the City in any capacity other than as an independent contractor. The parties' express intent is that no vicarious liability be created by the contractual relationship between Contractor and the City.
18. Assignment - Contractor shall not assign or transfer any right, title or interest under the terms of this Agreement without the prior written approval of the City.
19. Survival - The provisions covering Warranty, Waiver of Liens and Indemnification shall survive termination, cancellation, or expiration of this Agreement.
20. City-Authorized Contractor List - The City Authorized Contractor List will be posted on the City's website at [www.ci.richland.wa.us/EnergyServices](http://www.ci.richland.wa.us/EnergyServices) as an alphabetized list of authorized contractors.
21. Violations – The following procedure shall be followed for all perceived violations of this Agreement:
  - a. If the City has reason to believe that Contractor is in violation of this Agreement, the Energy Services Director shall promptly notify Contractor in writing of the violation. The written notice shall set forth the nature of the alleged violation and identify the desired remedy.
  - b. Contractor shall respond in writing within thirty (30) days of receipt of such notice. Contractor's response shall either be: 1) an indication and explanation that the violation has been cured, along with any supporting documentation to evidence the cure; or 2) a written cure plan that satisfies the Energy Services Director; or 3) an explanation that refutes the alleged violation with documentation to support Contractor's position that the alleged violation did not occur.

- c. If, after review, the Energy Services Director agrees that no violation occurred, no further action is necessary. However, if, after review, the Energy Services Director determines in his reasonable judgment that the violation has not been cured within the time allowed, and no satisfactory cure plan has been presented and approved, Contractor may be removed from the City-Authorized Contractor list, and City may take any action authorized by law or equity to enforce the terms of this Agreement.
  - d. If the nature of the violation is such that it cannot be fully cured within thirty (30) days due to circumstances beyond Contractor's control, the period of time in which Contractor must cure the violation may be extended in writing by the Energy Services Director for such additional time as is reasonably necessary to complete the cure, provided that: 1) Contractor shall have promptly commenced the cure; and 2) in the Energy Services Director's reasonable judgment, Contractor is diligently pursuing its efforts to cure the violation. If, in the Energy Services Director's reasonable judgment, the violation has not been cured within the extended time allowed, Contractor may be removed from the City-Authorized Contractor list, and City may take any action authorized by law or equity to enforce the terms of this Agreement.
  - e. In the event a Contractor's name is removed from the City-Authorized Contractor list, Contractor may request to be reinstated on the list by curing violation(s) of this Agreement or providing a cure plan that satisfies the Energy Services Director.
  - f. The Energy Services Director may authorize a Contractor who has been voluntarily or involuntarily removed from the City-Authorized Contractor list to complete work under the Weatherwise Service. Such authorization would permit the Contractor to serve owners, but the Contractor would not enjoy the benefits of being listed as a City-Authorized Contractor.
22. Amendments - All amendments to this Agreement, except as identified herein, shall be in writing and signed by both parties. The Weatherwise Material & Installation Specifications, the Eligibility Criteria definitions, and the definitions of Energy Conservation Measure Availability are incorporated by reference into this Agreement, and may be periodically amended by the City in its sole discretion. When written changes to referenced documents are issued by an authorized City representative, the amendments shall automatically become effective and incorporated into this Agreement.
23. Asbestos Notice to Contractors - Notice is hereby given that there is a strong possibility that many heating, ventilation, and air conditioning systems and pre-fabricated, pre-cut, government-built and other buildings located within the City of Richland contain asbestos. Contractors are solely responsible for taking proper precautions to protect their employees, the benefiting property Owners, and their tenants from the release of asbestos fibers into the environment. Contractor shall immediately notify the City if any area of a structure has had any asbestos

removed by other than an EPA-approved procedure documented in writing by an EPA-certified contractor. Any structure that is known or suspected to have had asbestos removed shall be considered as contaminated until decontamination has been performed and certified, and all written documentation has been accepted by the City. Decontamination and all other types of asbestos abatement are costs borne by the Owner. The Contractor is responsible for determining and documenting on the City's proposal form whether the scope of work will affect or disturb asbestos.

24. Covenant Not to Compete/Conflict of Interest - For a period of two (2) years following the completion of City service by a City employee, the City shall not transact business or interface with any former City employee who has been directly concerned or who personally participated in the activities which form the subject of this Agreement while they were employed by the City of Richland. The City shall have the right to request replacement of the former City employee by another company employee who does not have this conflict of interest. The City retains the right to terminate this Agreement should the Contractor not comply with the request.
25. Americans with Disabilities Act - The City of Richland adheres to and promotes the requirements of the federally-legislated Americans with Disabilities Act of 1990. By signing this Agreement, the Contractor certifies and agrees that they will adhere to and promote the requirements of the Americans with Disabilities Act. The Contractor will assure that a similar statement to this certification will become a part of all agreements with any subcontractor with whom they contract.
26. Notices - All notices required to be given to Contractor or City under this Agreement shall be in writing and shall be deemed served when delivered by hand or by Federal Express or similar service during normal business hours; or when mailed via certified mail, return receipt requested. They parties may, upon mutual agreement, determine to accept notice via email.

Notices shall be given to the following:

For the City of Richland:

Bob Hammond  
Energy Services Director  
City of Richland  
P.O. Box 190, MS-21  
840 Northgate  
Richland, WA 99352

For the Contractor:

Brian Standard & Jake MacDonald  
Builders Advantage  
2360 Lindberg Loop  
Richland, WA 99354  
Business Phone: 509.943.6055  
Business Fax: 509-943-6056  
Contact Email:  
jake@batricities.com

27. Severability - If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the

Agreement or the applications of the remainder of the Agreement shall not be affected.

28. Governing Law/Forum Selection - Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement. Contractor expressly agrees to submit to personal jurisdiction in Benton County Superior Court.
29. Legal Action - The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the prevailing party will be awarded its reasonable attorney's fees and costs in action.

IN WITNESS WHEREOF, the Contractor has obtained all certificates, bonds, licenses, certifications and insurance in compliance with this Agreement, and the parties have entered into the City-Authorized Contractor Agreement as of the day and year written below.

CITY OF RICHLAND, WASHINGTON

BUILDERS ADVANTAGE

\_\_\_\_\_  
Cynthia D. Johnson, City Manager      Date

\_\_\_\_\_  
Authorized Representative      2/27/14  
Date

\_\_\_\_\_  
Printed Name

ATTEST:

\_\_\_\_\_  
Marcia Hopkins  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather Kintzley  
City Attorney

# WEATHERWISE PERFORMANCE BOND

to City of Richland, Washington

Bond No. 61953764

The City of Richland, Washington, (City) has awarded to Builders Advantage Inc (Principal), a City Authorized Contractor Agreement (Agreement) providing for the installation of approved materials under the City's Weatherwise Service, which Agreement is on file at the Richland Energy Services offices and by this reference made a part hereof. Said Principal is required under the terms of that Agreement to furnish a bond for performance of all obligations under the Agreement and in accordance with Title 39.08 Revised Code of Washington (RCW).

The Principal, and Western Surety Company (Surety), a corporation, organized under the laws of the State of Washington SD and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of Ten Thousand US Dollars (\$10,000.00), subject to the provisions herein.

This statutory performance bond shall become null and void if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Agreement and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Agreement that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no assignment of work by the City to the Principal under the terms of the Agreement, nor any change, extension of time, alteration or addition to the terms of the Agreement, the specifications accompanying the Agreement, or to the work to be performed under the Agreement, shall in any way affect its obligation on this bond. The Surety waives notice of any assignment of work, change, extension of time, alteration or addition to the terms of the Agreement or the work performed.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully-executed and original power of attorney for the officer executing on behalf of the Surety.

## PRINCIPAL

[Signature] 3/5/14  
Principal Signature Date  
Reed Kinney  
Printed Name  
Vice President  
Title

## SURETY

[Signature] 3/4/14  
Surety Signature Date  
Jeff Crigler  
Printed Name  
Owner/principal  
Title

Name, address, and telephone of local office/agent of Surety Company is:

Crigler Insurance Agency (509) 946-4620  
1301- B George Washington way  
Richland, WA 99354

Approved as to form:

Signature: Heather Kintzley, City Attorney, City of Richland

Date

# WEATHERWISE PAYMENT BOND

to City of Richland, Washington

Bond No. 61953764

The City of Richland, Washington, (City) has awarded to Builders Advantage inc (Principal), a City Authorized Contractor Agreement (Agreement) providing for the installation of approved materials under the City's Weatherwise Service, which Agreement is on file at the Richland Energy Services offices and by this reference made a part hereof. Said Principal is required under the terms of that Agreement to furnish a payment bond in accordance with Title 39.08 Revised Code of Washington (RCW).

The Principal, and Western Surety Company (Surety), a corporation organized under the laws of the State of South Dakota and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of Ten Thousand US Dollars (\$10,000.00), subject to the provisions herein.

This statutory payment bond shall become null and void if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no assignment of work to the Principal by the City under the terms of the Agreement, nor any change, extension of time, alteration or addition to the terms of the Agreement, the specifications accompanying the Agreement, or to the work to be performed under the Agreement, shall in any way affect the Surety's obligation on this bond, except as provided herein. The Surety waives notice of any assignment of work, change, extension of time, alteration or addition to the terms of the Agreement or the work performed.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully-executed and original power of attorney for the officer executing on behalf of the Surety.

## PRINCIPAL

Reed Kinney 3/5/14  
Principal Signature Date  
Reed Kinney  
Printed Name  
Vice President  
Title

## SURETY

Jeff Crigler 3/4/14  
Surety Signature Date  
Jeff Crigler  
Printed Name  
Owner/Principal  
Title

Name, address, and telephone of local office/agent of Surety Company:

Crigler Insurance Agency (509) 946-4620  
1301-B George Washington way  
Richland, WA 99354

Approved as to form:

Signature: Heather Kintzley, City Attorney, City of Richland

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/06/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Crigler Insurance Agency 1301-b George Washington way Richland WA 99354		<b>CONTACT</b> NAME: JJ Crigler PHONE (A/C, No, Ext): (509)946-4620 E-MAIL: jjcraig@gmail.com ADDRESS: jjcraig@gmail.com FAX (A/C, No): (509)713-7225	
<b>INSURED</b> Builders Advantage Inc 2360 Lindberg Lp Richland WA 99354		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Mutual of Enumclaw INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	BAP 0003562 00	10/07/2013	10/07/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is listed as additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

City of Richland Energy Services Department 840 Northgate Drive Richland WA 99352	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/06/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (866) 961-4570 Fax: (619) 938-2504

**DJM INSURANCE**  
1651 E. MAIN STREET SUITE 104  
EL CAJON CA 92021

CONTACT NAME: **DJM Insurance**PHONE (A/C, No, Ext): **(866) 961-4570**FAX (A/C, No): **(619) 938-2504**E-MAIL ADDRESS: **WWW.DJMInsuranceServices.com**

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : **Starr Indemnity & Liability Company****38318**

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

**BUILDERS ADVANTAGE INC.**  
2360 LINDBERG LOOP  
RICHLAND WA 99354

Agency Lic#: OG40488

**COVERAGES****CERTIFICATE NUMBER: 20158****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>GENERAL LIABILITY</b>	<b>X</b>		<b>1000052534131</b>	<b>10/01/13</b>	<b>10/01/14</b>	<b>EACH OCCURRENCE \$ 1,000,000</b>
	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>						<b>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000</b>
	<input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>						<b>MED. EXP (Any one person) \$ 10,000</b>
							<b>PERSONAL &amp; ADV INJURY \$ 1,000,000</b>
							<b>GENERAL AGGREGATE \$ 2,000,000</b>
							<b>PRODUCTS - COMP/OP AGG \$ 2,000,000</b>
							<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>
	<input checked="" type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b>						<b>COMBINED SINGLE LIMIT (Ea accident) \$</b>
	<b>AUTOMOBILE LIABILITY</b>						<b>BODILY INJURY (Per person) \$</b>
	<input type="checkbox"/> <b>ANY AUTO</b>						<b>BODILY INJURY (Per accident) \$</b>
	<input type="checkbox"/> <b>ALL OWNED AUTOS</b>	<input type="checkbox"/> <b>SCHEDULED AUTOS</b>					<b>PROPERTY DAMAGE (per accident) \$</b>
	<input type="checkbox"/> <b>HIRED AUTOS</b>	<input type="checkbox"/> <b>NON-OWNED AUTOS</b>					<b>EACH OCCURRENCE \$</b>
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> <b>OCCUR</b>					<b>AGGREGATE \$</b>
	<b>EXCESS LIAB</b>	<input type="checkbox"/> <b>CLAIMS-MADE</b>					<b>WC STATUTORY LIMITS \$</b>
	<b>DED</b> <b>RETENTION \$</b>						<b>OTH ER \$</b>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<b>E.L. EACH ACCIDENT \$</b>
	<b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</b>	<input type="checkbox"/> <b>Y/N</b>	<b>N/A</b>				<b>E.L. DISEASE-EA EMPLOYEE \$</b>
	<b>(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below</b>						<b>E.L. DISEASE-POLICY LIMIT \$</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is included as additional insured with respects to the general liability coverage, per written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Richland , Energy Services Department

Attn: Jackie Carpenter  
840 Northgate Drive  
Richland WA 99352

Attention:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Paul



## Starr Indemnity & Liability Company

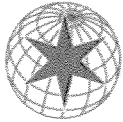
Dallas, TX 1-866-519-2522

C. The **Liability And Medical Expense Definitions** are amended to include "leased worker" and "temporary" worker.

D. The following coverage is ADDED:

1. **Blanket Additional Insureds- Including Broad Form Vendors- As Required By Contract**

- a. **WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to:
- (1) "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your ongoing operations performed for that that person or organization "your product" or premises owned or used by you. However, this provision does not included any architects, engineers or surveyors with respect to any injury or damage caused, in whole or in part by the rendering or failure to render any professional services by or for you including:
    - (a) The preparing, approving, or failure to prepare or approve maps, shop drawing, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (b) Supervisory, inspection, architectural or engineering activities.
  - (2) "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment, other than aircraft "auto" or watercraft rented or leased to you by such person or organization. A persons or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such rented or leased equipment ends. With respect to the insurance afforded to these additional insureds this policy does not apply to any "occurrence" which takes place after the equipment lease expires.
  - (3) "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by "your products" for which are distributed or sold in the regular course of a vendor's business, but the insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement; but this exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and the repackaged in the original container;
    - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or



## Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

- (f) Products, which, after distribution or sale by you, have been labeled or re-labeled or used as a container or part of an ingredient of any other thing or substance by or for the vendor; but this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and/or not contributory in the contract, agreement or permit referred to above.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the:

- a. "Bodily injury" or "property damage" with respect to the vendor or as an additional insured, or
- b. "Bodily injury", "property damage" or "personal and advertising injury" with respect to other additional insureds.

#### IV. Added coverage to Section I – Property and Section II - Liability

##### A. Crisis Containment Coverage

1. This coverage extends this policy to provide for "Crisis Containment Costs" in the event of a "Crisis". The most we will pay for any loss under this extension is \$2,000 in any one "Crisis" and in the aggregate.
2. We will reimburse you those sums deemed reasonable and necessary as "Crisis Containment Costs" arising out of a "Crisis" directly related to "bodily injury" or "property damage" to which this insurance applies provided they are incurred within thirty (30) days after the commencement date of the "Crisis". The end of the policy period will not serve to reduce the length of this 30 day period.
3. **Coverage Definitions**

The following definitions apply solely to the coverage provided by this extension and supersede any similar definitions in the Businessowners policy.

- a. "Adverse Publicity" means the negative reporting of a "Crisis" in local, regional or national media.
- b. "Crisis" means an unstable or crucial time in your business resulting from a covered "bodily injury" or "property damage" loss that results in:
  - (1) Further "bodily injury" or "property damage";
  - (2) Interruption of your business or
  - (3) "Adverse Publicity"
- c. "Crisis Management Firm" means the public relations firm or crisis management firm that is hired by you to perform services in response to a "Crisis".
- d. "Crisis Containment Costs" mean those sums for reasonable and necessary expenses incurred by you in hiring a "Crisis Management Firm" to secure the scene of a "Crisis".



## Council Agenda Coversheet

Council Date: 03/18/2014

Category: Consent Calendar

Agenda Item: C13

Key Element: Key 4 - Central Richland and Island View District Revitalization

Subject: 2014 BUSINESS LICENSE RESERVE FUND SPRING CYCLE RECOMMENDATIONS

Department: Community and Development Services

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

**Recommended Motion:**

Approve the award of Business License Reserve Funds to Uptown BID, SizeUP LBI and Richland Parks and Facilities for three additional 2014 projects.

**Summary:**

On February 24, 2014, the Economic Development Committee reviewed applications for the Business License Reserve Fund. Four projects applied for funding available through the Business License Reserve Fund year end reconciliation. These projects include:

- 1) Murals at the Uptown for the Uptown Business Improvement District - \$10,000
- 2) SizeUP LBI web based tool to support local businesses for the City of Richland, Economic Development Office - \$5,000
- 3) John Dam Plaza Sidewalk Improvements for the City of Richland, Parks and Facilities Department - \$46,865
- 4) Start Up Weekend for the Tri-Cities Startup Weekend - \$1,500

The Committee recommended all projects for approval. However, since the meeting of the Committee, Tri-Cities Startup Weekend withdrew their application. Therefore, staff recommends approval of funding to projects 1 - 3.

If approved, a contract for each project will be established with a termination date of December 31, 2014.

Additional information is included in Attachment 1) BLRF2014 Memo to EDC 2014-02-24.

**Fiscal Impact?**

☒ Yes ☐ No

\$82,487 is available for projects. \$61,865 is being requested for projects. If all three projects are awarded, \$20,622 will remain unspent and will be added to 2015 funds available for award this fall.

**Attachments:**

- 1) BLRF2014 Memo to EDC 2014-02-24

City Manager Approved:

Hopkins, Marcia  
Mar 14, 10:29:52 GMT-0700 2014



## MEMORANDUM

COMMUNITY AND DEVELOPMENT SERVICES DEPARTMENT

**TO:** Economic Development Committee

**FROM:** Redevelopment Development Division

**DATE:** February 24, 2014

**SUBJECT:** 2014 Business License Reserve Applications for Funding

**ITEM #:** New Business – 1

### **ISSUE:**

The issue before the Economic Development Committee is the review of applications for funds remaining in the 2014 Business License Reserve Fund.

### **RECOMMENDATION:**

That the Economic Development Committee recommend funding BLRF projects as follows:

Project	Amount
BLRF2014-008 – Uptown BID, Murals	\$10,000
BLRF2014-009 – Econ Devt Office, SizeUP LBI	\$5,000
BLRF2014-010 – Parks, John Dam Plaza Sidewalks (carryover)	\$46,865
BLRF2014-011 – StartUp Weekend	\$1,500

### **BACKGROUND:**

On January 27, 2014 the EDC determined there was sufficient unallocated revenue to open the 2014 Business License Reserve Fund to applications for additional projects. Four applications were received for projects including: Murals for the Uptown Market by the Uptown Business Improvement District, SizeUP LBI a small business data support tool by the City's Economic Development Department, re-awarding of funds for Sidewalk Improvements at John Dam Plaza by the City's Parks and Facilities Department, and Tri-Cities Startup Weekend a program for assisting entrepreneurs catalyze their startup ideas into an actual startup business by the Tri-Cities Startup Weekend group.

Staff contacted TriDec regarding cost sharing for SizeUP LBI, but did not receive a response.

Staff has worked with and continues to work closely with the Uptown BID and the Tri-Cities Startup Weekend groups to assist each organization in the completion of their respective projects.

All applications are attached for review.

### **FISCAL IMPACT:**

\$69,335 is available for projects. \$63,365 is being requested for projects. If all projects are awarded, \$5,970 will remain unspent for 2014. Unspent funds roll into next year's funds available.

### **APPLICABLE CODE:**

#### *5.04.385 UTILIZATION OF BUSINESS LICENSE FEE REVENUES.*

A reserve to be known as the business license reserve is hereby created. The reserve will be based upon the following formula: an average of the actual prior two years' business license fees revenues will establish the base annually. Of this average figure, 22 percent will be reserved and accumulated annually. Reserves will be utilized to promote business activities for the purposes of core development, tourism, general economic development, capital expenditures for community improvements, and the prevention of blight. [Ord. 17-90; Ord. 18-91; Ord. 15-08].

#### *5.04.386 ORGANIZATIONS QUALIFIED TO USE BUSINESS LICENSE RESERVES.*

Organizations qualified to use the funding reserved and accumulated in the categories as listed above shall include the Tri-Cities Regional Chamber of Commerce, the Tri-Cities Visitors and Convention Bureau, and business improvement districts. These groups shall have as their charter the enhancement of the local business community and the improvement of the environs of the city of Richland. The determination of the appropriate groups to be awarded these funds shall be made by the Richland city council based upon recommendations to the council by the economic development committee which shall review the applications submitted to them. The economic development committee shall develop a set of guidelines for the selection of the recipients, said guidelines to be approved by the city attorney and accepted by the city council. [Ord. 17-90; Ord. 15-08; Ord. 09-13 § 1.01].

#### *5.04.387 CITY OF RICHLAND DEPARTMENT USE OF BUSINESS LICENSE RESERVES.*

City of Richland departments are also eligible for use of business license reserves for program or capital expenditures that meet the criteria as set forth in RMC 5.04.385 and as recommended by the economic development committee as set forth in RMC 5.04.386. [Ord. 15-08; Ord. 09-13 § 1.02].



## CITY OF RICHLAND 2014 BUSINESS LICENSE RESERVE FUND GRANT APPLICATION FORM



The Business License Reserve Fund was established by the Richland City Council to promote:

- Business activities for the purposes of core development
- Tourism
- General economic development
- Capital expenditures for community improvements
- Prevention of Blight

**Qualifications:** Organizations qualified to use this funding shall include the Tri-City Chamber of Commerce, Tri-Cities Visitor and Convention Bureau, and Business Improvement Districts. These groups shall have as their Charter the enhancement of the local business community and the improvement of the general environment of the City of Richland.

**Award:** The determination of the appropriate proposals to receive funding shall be made by the Richland City Council.

Proposals must be submitted to the office of the Community Development Department, Richland City Hall, 975 George Washington Way, Richland, WA 99352, not later than **Friday, October 3, 2014**. Any questions concerning the proposal process may be directed to Brian Moore, Redevelopment Project Supervisor, at 942-7725. This application form is available on the City's website at [www.ci.richland.wa.us](http://www.ci.richland.wa.us) under new business and programs.

Agency: <u>Uptown Business Improvement District</u>	Date: <u>February 11, 2014</u>
Address: <u>P.O. 2279 99352</u>	Telephone: <u>946 0077</u>
Contact Person: <u>Douglas Sako</u>	Title: <u>Chair Uptown BID</u>
Name of Project: <u>Uptown Shopping Center Murals</u>	Amount Requested: \$ <u>10,000.00</u>

1. Please provide a brief description of the proposed project including a timetable for implementation.

The Uptown Business Improvement District (UBID) proposes to implement a concept developed by the UBID and the Richland Economic Development Committee (EDC) to incorporate "googie" style improvements at the Uptown Shopping Center. The UBID proposal will take the form of murals throughout the Uptown. The UBID and the EDC have each expressed a desire to promote the atomic heritage of the center with architectural detail, style, advertising and artwork. The proposed artwork has been designed by Amy Lynn Taylor of &Yet, LLC and reviewed and approved by the Richland Arts Commission and the UBID Board of Directors. A tentative property has been selected (Academy of Cosmetology); additional murals will be added as other properties and funding are identified.

2. Is the project you are seeking funding for a collaboration with other agencies? If so please name the other agencies and describe the relationship.

Shannon Petrak, owner of the Academy of Cosmetology and the building where it is located, has verbally agreed to work with the City of Richland and the UBID to provide exterior wall space for the first mural.

3. Please provide financial information for the project:

Total project cost: .....\$ \_\_\_\_\_

Funding request: .....\$ 10,000.00

Request as a percent of total project cost: .....% \_\_\_\_\_

Budget Detail:

Revenue	
Source	Amount
BLRF	\$ 10,000 .____
Uptown Property Owners (provide wall area for murals)	\$ In Kind Support .____
	\$ _____ .____
	\$ _____ .____
	\$ _____ .____
	\$ _____ .____
TOTAL	\$ _____ .____

Expenses	
Source	Amount
Paint, artist payment and related installation expenses	\$ 10,000 .____
	\$ _____ .____
	\$ _____ .____
	\$ _____ .____
	\$ _____ .____
	\$ _____ .____
TOTAL	\$ _____ .____

(Attach additional pages if necessary)

4. Explain how this project promotes the goals of the Business License Reserve Fund and how it benefits businesses and the City of Richland.

This project principally addresses the fourth goal of BLRF to "prevent blight" and also promotes "general economic development" by adding attractive murals at the Uptown Shopping Center. Business will benefit by being in a more attractive district. The program will compliment efforts by the UBID and the EDC to encourage "googie" atomic era design as desired by both groups.

*You may use additional sheets of paper if necessary to complete the application. You may also attach any additional information about your organization or project you think is relevant to this application.*

I understand the limitations placed on use of Business License Reserve funds, and certify that requested funds will be used only for purposes described in this application or as approved by the City. I understand use of funds is subject to audit by the State of Washington.

SIGNATURE

DATE

2/13/14



## CITY OF RICHLAND 2014 BUSINESS LICENSE RESERVE FUND GRANT APPLICATION FORM



The Business License Reserve Fund was established by the Richland City Council to promote:

- Business activities for the purposes of core development
- Tourism
- General economic development
- Capital expenditures for community improvements
- Prevention of Blight

**Qualifications:** Organizations qualified to use this funding shall include the Tri-City Chamber of Commerce, Tri-Cities Visitor and Convention Bureau, and Business Improvement Districts. These groups shall have as their Charter the enhancement of the local business community and the improvement of the general environment of the City of Richland.

**Award:** The determination of the appropriate proposals to receive funding shall be made by the Richland City Council.

Proposals must be submitted to the office of the Community Development Department, Richland City Hall, 975 George Washington Way, Richland, WA 99352, not later than **Friday, October 3, 2014**. Any questions concerning the proposal process may be directed to Brian Moore, Redevelopment Project Supervisor, at 942-7725. This application form is available on the City's website at [www.ci.richland.wa.us](http://www.ci.richland.wa.us) under new business and programs.

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**Agency:** City of Richland, Economic Development Office      **Date:** February 12, 2014  
**Address:** 975 George Washington Way - MS-18      **Telephone:** 509-942-7725  
**Contact Person:** Brian Moore      **Title:** Redevelopment Project Supervisor  
**Name of Project:** SizeUp LBI (Web based small business tools)      **Amount Requested:** \$ 4,995

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**1. Please provide a brief description of the proposed project including a timetable for implementation.**

SizeUp LBI is a web based tool for use by small businesses to better identify their competition, customers, and suppliers. The tool is hosted managed and updated by SizeUp LBI and provided to our community via a web API which allows us to brand the tool according to our needs. The data is from a variety of public and private sources, and updated on different schedules according to the source data. All data sources are updated on a six month or faster cycle.

Once this project is funded, staff will engage the SizeUp LBI consultants and the data can be prepared and integrated into the City's Economic Development Website in approximately six weeks.

**2. Is the project you are seeking funding for a collaboration with other agencies? If so please name the other agencies and describe the relationship.**

This project is not seeking funding from other organizations at this time. Staff attempted to contact and discuss the project with Tridec staff on at least five occasions and did not receive a response. Staff will work with the City's Marketing and Communications department to advertise and share the availability of this new tool for small businesses.

3. Please provide financial information for the project:

Total project cost: .....\$ 4,995

Funding request: .....\$ 4,995

Request as a percent of total project cost: .....% 100

Budget Detail:

Revenue	
Source	Amount
Business License Reserve Fund	\$ 4,995
	\$
	\$
	\$
	\$
	\$
TOTAL	\$ 4,995

Expenses	
Source	Amount
SizeUp LBI	\$ 4,995
	\$
	\$
	\$
	\$
	\$
TOTAL	\$ 4,995

(Attach additional pages if necessary)

4. Explain how this project promotes the goals of the Business License Reserve Fund and how it benefits businesses and the City of Richland.

SizeUp LBI is an online tool that will provide small businesses an easy to access, easy to use research tool to identify the location of their customers, competitors, and suppliers. Each business can then use this information to better advertise, manage costs, set realistic targets for growth, identify ways to better compete in their industry, and find new suppliers. Most businesses in the City of Richland are small businesses, this tool will support general economic development by increasing the effectiveness of our small businesses. Additionally, this tool will serve as a resource for entrepreneurs looking to move to Richland, to help them better identify the right location for their business.

*You may use additional sheets of paper if necessary to complete the application. You may also attach any additional information about your organization or project you think is relevant to this application.*

I understand the limitations placed on use of Business License Reserve funds, and certify that requested funds will be used only for purposes described in this application or as approved by the City. I understand use of funds is subject to audit by the State of Washington.

  
SIGNATURE

2-12-14  
DATE



**CITY OF RICHLAND**  
**2014 BUSINESS LICENSE RESERVE FUND**  
**GRANT APPLICATION FORM**



The Business License Reserve Fund was established by the Richland City Council to promote:

- Business activities for the purposes of core development
- Tourism
- General economic development
- Capital expenditures for community improvements
- Prevention of Blight

**Qualifications:** Organizations qualified to use this funding shall include the Tri-City Chamber of Commerce, Tri-Cities Visitor and Convention Bureau, and Business Improvement Districts. These groups shall have as their Charter the enhancement of the local business community and the improvement of the general environment of the City of Richland.

**Award:** The determination of the appropriate proposals to receive funding shall be made by the Richland City Council.

Proposals must be submitted to the office of the Community Development Department, Richland City Hall, 975 George Washington Way, Richland, WA 99352, not later than **Friday, October 3, 2014**. Any questions concerning the proposal process may be directed to Brian Moore, Redevelopment Project Supervisor, at 942-7725. This application form is available on the City's website at [www.ci.richland.wa.us](http://www.ci.richland.wa.us) under new business and programs.

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**Agency:** City of Richland, Parks and Facilities **Date:** February 12, 2014  
**Address:** 2700 Duportail **Telephone:** 509-942-7578  
**Contact Person:** Joe Schiessl **Title:** Director  
**Name of Project:** John Dam Plaza Sidewalk Improvements **Amount Requested:** \$ 46,865

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1. **Please provide a brief description of the proposed project including a timetable for implementation.**  
This project was funded in 2013. Construction was planned for the fourth quarter of 2013, but delayed due to weather. The contract expired on December 31, 2013, and the funds returned to the general Business License Reserve Fund account. This is a request to reinstate funding for the project. Construction is expected to complete in the second quarter of 2013.

2. **Is the project you are seeking funding for a collaboration with other agencies? If so please name the other agencies and describe the relationship.**  
NA

3. Please provide financial information for the project:

Total project cost: .....\$ 46,865

Funding request: .....\$ 46,865

Request as a percent of total project cost: .....% 100

Budget Detail:

Revenue	
Source	Amount
	\$ 46,865 .
	\$ .
	\$ .
	\$ .
	\$ .
	\$ .
TOTAL	\$ 46,865 .

Expenses	
Source	Amount
	\$46,865 .
	\$ .
	\$ .
	\$ .
	\$ .
	\$ .
TOTAL	\$ 46,865 .

(Attach additional pages if necessary)

4. Explain how this project promotes the goals of the Business License Reserve Fund and how it benefits businesses and the City of Richland.

This is a capital expenditure for community improvements. It will support events and activities in John Dam Plaza.

*You may use additional sheets of paper if necessary to complete the application. You may also attach any additional information about your organization or project you think is relevant to this application.*

I understand the limitations placed on use of Business License Reserve funds, and certify that requested funds will be used only for purposes described in this application or as approved by the City. I understand use of funds is subject to audit by the State of Washington.

  
SIGNATURE

2-13-14  
DATE



**CITY OF RICHLAND**  
**2014 BUSINESS LICENSE RESERVE FUND**  
**GRANT APPLICATION FORM**



The Business License Reserve Fund was established by the Richland City Council to promote:

- Business activities for the purposes of core development
- Tourism
- General economic development
- Capital expenditures for community improvements
- Prevention of Blight

**Qualifications:** Organizations qualified to use this funding shall include the Tri-City Chamber of Commerce, Tri-Cities Visitor and Convention Bureau, and Business Improvement Districts. These groups shall have as their Charter the enhancement of the local business community and the improvement of the general environment of the City of Richland.

**Award:** The determination of the appropriate proposals to receive funding shall be made by the Richland City Council.

Proposals must be submitted to the office of the Community Development Department, Richland City Hall, 975 George Washington Way, Richland, WA 99352, not later than **Friday, October 3, 2014**. Any questions concerning the proposal process may be directed to Brian Moore, Redevelopment Project Supervisor, at 942-7725. This application form is available on the City's website at [www.ci.richland.wa.us](http://www.ci.richland.wa.us) under new business and programs.

Agency: Startup Weekend Date: MARCH 14-16, 2014  
Address: 1700 7th Ave Ste #116, #147, Seattle 98101 Telephone: 509-312-9058  
Contact Person: Eric Ralston Title: Lead Organizer  
Name of Project: TriCities Startup Weekend Amount Requested: \$ 1500<sup>00/100</sup>

1. Please provide a brief description of the proposed project including a timetable for implementation.

TriCities Startup Weekend a local event through Startup Weekend (501c3 powered by Kauffman Foundation and in partnership with upGlobal) supports local entrepreneurs, engages students, empowers new ideas, supports and fosters local entrepreneurial community growth; and is a catalyst for future business development and job creation. Next event is March 14-16 at WSU TriCities. Planning and promotion underway, event budget needed by Feb. 14 due to planning timeline.

2. Is the project you are seeking funding for a collaboration with other agencies? If so please name the other agencies and describe the relationship.

Startup Weekend is a local event organized locally that engages local successful business men + women as mentors & judges to support the attendees. Local sponsors included TCRD, Dyet, Grant Law, PUNU, TRIDEC, City of Richland, WSU, the chamber and others. Sponsors provide financial support, in kind support, mentoring and volunteers.

3. Please provide financial information for the project:

Total project cost: .....\$ 8,000

Funding request: .....\$ 1,500

Request as a percent of total project cost: .....% 20%

Budget Detail:

Revenue	
Source	Amount
Committed Sponsorships to date (1/24)	\$ <u>3,500.00</u>
Sponsor Request from City of Richmond	\$ <u>1,500.00</u>
Additional Sponsorship being Pursued	\$ <u>2,000.00</u>
Ticket Sales (designers, developers, entrepreneurs)	\$ <u>1,000.00</u>
	\$ <u>0.00</u>
<b>TOTAL</b>	\$ <u>8,000.00</u>

Expenses	
Source	Amount
Marketing / Promotions / Ads	\$ <u>500.00</u>
Food & beverage (As required by startup weekend)	\$ <u>5,500.00</u>
(Fri night to Sunday Night)	\$ <u>0.00</u>
Facilitator travel + lodging	\$ <u>500.00</u>
Prize Packages Elements + Event T-Shirts	\$ <u>1,500.00</u>
<b>TOTAL</b>	\$ <u>8,000.00</u>

(Attach additional pages if necessary)

4. Explain how this project promotes the goals of the Business License Reserve Fund and how it benefits businesses and the City of Richmond.

Startup weekend introduces people (including students) to the entrepreneurial process, helps to create local businesses, supports economic development in the Tri-Cities and connects like-minded community members.

Of the six teams from the first Startup Weekend, four continue to work on the business idea, pursue funding, etc!

You may use additional sheets of paper if necessary to complete the application. You may also attach any additional information about your organization or project you think is relevant to this application.

I understand the limitations placed on use of Business License Reserve funds, and certify that requested funds will be used only for purposes described in this application or as approved by the City. I understand use of funds is subject to audit by the State of Washington.

Rebecca J. Lingley 1/24/2014  
 SIGNATURE DATE  
 Organizer, Tri-Cities Startup Weekend



## Council Agenda Coversheet

Council Date: 03/18/2014

Category: Consent Calendar

Agenda Item: C14

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: EXPENDITURES FROM FEBRUARY 24, 2014, TO MARCH 7, 2014 IN THE AMOUNT OF \$6,327,374.26

Department: Administrative Services

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the expenditures from February 24, 2014, to March 7, 2014, in the amount of \$6,327,374.26.

Summary:

Breakdown of Expenditures:

Check Nos.	209913 - 210359	1,282,056.42
Wire Nos.	5576 - 5582	3,030,189.76
Payroll Check Nos.	99368 - 99381	23,364.51
Payroll Wires/ACH	8413 - 8428	1,991,763.57
TOTAL		\$6,327,374.26

Fiscal Impact?

☒ Yes ☐ No

Total Disbursements: \$6,327,374.26. Disbursement (wire transfers) includes Purchase Power Bill of \$2,719,437.00.

Attachments:

- 1) Wire Transfers
- 2) Voucher Listing Report

City Manager Approved:

Hopkins, Marcia  
Mar 14, 10:27:43 GMT-0700 2014

VOUCHER LISTING REPORT  
SUMMARY OF WIRE TRANSFERS  
FEBRUARY 24, 2014 - MARCH 7, 2014

Payee	Wire Description	Amount
<b>Claim Wires - Wire No. 5576 to 5582</b>		
Bonneville Power Administration	Purchase Power	2,719,437.00
Conover	Section 125	10,948.57
Department of Licensing	Firearms Online Pmt for Concealed Licenses	936.00
PowerPay	Landfill Merchant Service Fees	320.89
Richland Golf Management Corporation	Col. Pt. Operating Reimb 02/14	74,193.35
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	224,353.95
	Total Claim Wire Transfers	\$ 3,030,189.76
<b>Payroll Wires &amp; Direct Deposits (ACH) - Wire No. 8413 to 8428</b>		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 1,991,763.57
<b>Total Claim &amp; Payroll Wires/ACH</b>		<b>\$ 5,021,953.33</b>

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



## City Of Richland

VL-1 Voucher Listing

From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
<b>FUND 001 GENERAL FUND</b>					
<b>Division: 001 CITY COUNCIL</b>					
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$196.51
BENTON FRANKLIN WALLA WALLA COUNTIES		2014 DUES	209923	BFWWC 2014 DUES-ROSE	\$112.50
JONES, GREGORY L		14-048 JONES	209975	REG CHAMBER LEG/OLYMPIA/JONES	\$444.98
				<b>CITY COUNCIL TOTAL ****</b>	<b>\$753.99</b>
<b>Division: 100 CITY MANAGER</b>					
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$26.74
MANAGEMENT EDUCATION GROUP INC		2014-11	210226	C41-14 ELT RETREAT FINAL PYMT	\$4,889.54
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$4.43
STRATEGIC GOVERNMENT RESOURCES INC		7354	210258	REVIEW HR CANDIDATES RESUMES	\$1,000.00
		7524		REVIEW HR CANDIDATES RESUMES	\$600.00
				<b>CITY MANAGER TOTAL ****</b>	<b>\$6,520.71</b>
<b>Division: 101 CITY CLERK</b>					
BENTON COUNTY AUDITOR		2013 VOTER REG	210158	2013 VOTER REGISTRATION COSTS	\$67,311.05
CODE PUBLISHING INC		45650	209943	RMC/RTF WEB HOSTING-I YEAR FEE	\$486.88
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$19.98
				<b>CITY CLERK TOTAL ****</b>	<b>\$67,817.91</b>
<b>Division: 102 CITY ATTORNEY</b>					
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$26.74
BELL BROWN & RIO PLLC		497	210157	PROSECUTION SRVCS-MARCH 2014	\$20,756.55
LEAVY SCHULTZ DAVIS CLARE & RUFF P S		40666	209986	COR V GRANITE CONSTRUCTION	\$210.00
		40701	210224	10 N WASHINGTON V COR	\$1,035.37
MENKE JACKSON LAW FIRM		1/14-065	209989	GENERAL-HEARING EXAMINER	\$2,166.72
		1/14-067		BEER FALLS IMPACT ANALYSIS	\$431.80
		1/14-086		LEXINGTON HTS BOND RELEASE	\$35.00
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$57.14
				<b>CITY ATTORNEY TOTAL ****</b>	<b>\$24,719.32</b>
<b>Division: 110 ASSISTANT CITY MANAGER</b>					
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$26.74
				<b>ASSISTANT CITY MANAGER TOTAL ****</b>	<b>\$26.74</b>
<b>Division: 111 COMMUNICATIONS &amp; MARKETING</b>					
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$55.56
LEAF FUNDING INC DBA		4855245	209985	OCE 9220&6520 PRTSHOP COPIER	\$928.39
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$1.92
				<b>COMMUNICATIONS &amp; MARKETING TOTAL ****</b>	<b>\$985.87</b>
<b>Division: 112 CABLE COMMUNICATIONS</b>					
WASHINGTON ASN OF TELECOMMUNICATIONS OFFICERS	P053737	2014 WATOA DUES	210276	WATOA MEMBERSHIP DUES FOR 2014	\$100.00



## City Of Richland

VL-1 Voucher Listing

From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
<b>CABLE COMMUNICATIONS TOTAL****</b>					<b>\$100.00</b>
<b>Division:</b>	113	HANFORD COMMUNITIES			
CITY OF RICHLAND		14-016 LARSEN	210297	ECA MTG/WASH DC/BROWN-LARSEN	\$250.00
LARSEN, PAM BROWN		14-016	210319	ECA MTG/HOTEL/CAB/BAGGAGE FEES	\$1,129.51
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$51.98
				POSTAGE 1/1-1/31/14	\$2.36
<b>HANFORD COMMUNITIES TOTAL****</b>					<b>\$1,433.85</b>
<b>Division:</b>	120	FIRE			
ANOVAWORKS	P053706	26208	209916	ANNUAL AUDIOGRAMS	\$1,026.00
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$26.74
BAYNES, GRANT		14-013	209919	LEGISLATIVE DAY/FUEL/BAYNES	\$42.01
BENTON COUNTY FIRE DIST 4		2013 REGIONAL AFG	210159	2013 AFG GRANT WRITING SRVCS	\$830.00
BENTON PUD		2/14-0249075457	210058	QTRLY RACK CHRGS OCT-DEC 2013	\$829.10
CITY OF RICHLAND		14-013 BAYNES	209941	LEGISLATIVE DAY/OLYMPIA/BAYNES	\$148.15
		14-056 HEMPSTEAD	210176	NFA COURSE/EMMITSBURG/HEMPSTEA	\$217.32
		14-057 LANDON	210073	NFA COURSE/EMMITSBURG/LANDON	\$289.32
		14-058 VAN BEEK		NFA COURSE/EMMITSBURG/VANBEEK	\$217.32
DEROUSIE, JOE		020314	209952	DEROUSIE-ACE FITNESS CERT	\$259.00
FRONTIER		2/14-206-188-0334	210204	VHF PHONE LINE FEES	\$410.05
JT AUTOMOTIVE PARTS INC DBA		301154	209976	ANTIFREEZE	\$43.83
		301198		BUG-TAR REMOVER	\$6.11
		301303		CAR WASH FLUID	\$30.02
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$4.65
POCKETINET COMMUNICATIONS INC		37762	210004	INTERNET SRVCS 3/1-4/1/14	\$140.25
RICHLAND ACE HARDWARE		207162	210338	FASTENERS	\$1.30
		207209		SCREW	\$5.40
		40129		BATHROOM FAN HEATER	\$43.31
				RETURNED HEATER	(\$49.81)
		40184		SNOW SHOVEL/SPREADER	\$50.87
		40187		DE-ICER/BROOM HANDLE	\$14.60
SEW FABULOUS		1301	210252	REPLACE PATCHES	\$97.47
SINCLAIR TECHNOLOGIES INC	P053476	191383	210136	NOTCH FILTER ON 155.25MH WITH	\$1,485.25
<b>FIRE TOTAL****</b>					<b>\$6,168.26</b>
<b>Division:</b>	130	POLICE			
A & A MOTORCOACH INC		56928	210147	CHARTER SRVCS-CITIZENS ACADEMY	\$350.00
AMERICAN MESSAGING SERVICES LLC		W4100724OC	210285	PAGER RENTAL -MARCH 2014	\$51.76
ANOVAWORKS		26831	210153	HEPATITIS A /VENIPUNCTURE	\$62.00
		27030		HEPATITIS A VACCINE	\$102.00
		27441		HEPATITIS A VACCINATION	\$54.00
		27460		HEPATITIS A/B VACCINATIONS	\$157.00



## City Of Richland

## VL-1 Voucher Listing

From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$2,840.74
BENTON COUNTY SHERIFF		DEC 2013/CUSTODY	210160	CUSTODY COSTS-DEC 2013	\$93,079.71
		NOV 2013/MEDICAL		MEDICAL COSTS-NOV 2013	\$1,321.92
		NOV-DEC MEDICAL		LAB-MEDICAL COSTS-NOV-DEC'13	\$2,957.36
BICKFORD, JEFF		14-045 BICKFORD	210059	ONLINE NETWORKING/PARKING	\$54.00
BLUMENTHAL UNIFORM CO	P053639	50537	209927	PREPAID FLAT RATE SHIPPING	\$7.53
	P053639			#59340-019 GLOVE BLACK TAC A2	\$60.63
	P053639			ADJUST FOR TAX	(\$0.01)
CANON SOLUTIONS AMERICA INC		676416	210168	W3512 COPIES 1/10-2/10	\$1.26
		683291	210065	W3512 COPIES-1/10-2/10/14	\$0.87
		683292		W3512 COPIES 1/10-2/10/14	\$1.14
		683340		W5520 MAINT 1/2-2/2/14	\$72.47
CAR WASH PARTNERS INC DBA		35000034-020314	210066	RPD VEHICLE WASHES-JAN	\$23.08
CASCADE NATURAL GAS CORP		2/14-75997100005	210069	NAT GAS 871 GW WAY 1/17-2/13	\$1,263.09
DOMESTIC VIOLENCE SERVICES		23070	210192	DOMESTIC VIOLENCE SRVCS-DEC'13	\$888.50
		23083	210085	DOMESTIC VIOLENCE SRVCS-JAN'14	\$888.50
FEDERAL SIGNAL CORPORATION		3418747	210201	REPLACE SPIKE SECTION	\$72.57
FRONTIER	S015611	2/14-206-188-2614	210204	TELEPHONE CHARGES 2/19/14-3/18	\$116.21
	S015590	2/14-253-003-5792	209960	TELEPHONE CHARGES 2/7/14-3/6/1	\$640.02
HARRINGTON'S TROPHIES		72221	210211	NAME PLATES/LIFE SAVING AWARD	\$74.51
LANGUAGE LINE SERVICES LLC		3311781	210222	TRANSLATION SRVCS-JAN 2014	\$4.46
LEAF FUNDING INC DBA		4862289	210223	OCE IM3512 COPIER MAINT-FEB	\$505.87
MIWALL CORPORATION	P053663	3452	209991	SHIPPING CHARGE	\$53.52
	P053663			#80925 HORN 308 WIN 155gr TAP	\$1,950.00
OREGON STATE POLICE		HNC 2014	209997	FBI BASIC HNC-NELSON/SMITH	\$150.00
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$402.88
				POSTAGE 1/1-1/31/14	\$428.75
PUBLIC AGENCY TRAINING COUNCIL		174982	210244	EVIDENCE TRNG-DAVIS 14-064	\$275.00
				EVIDENCE TRNG-LUCAS 14-065	\$275.00
RIVER CITY TOWING INC		13143	210250	TOW SERVICE 2/8/14	\$48.74
		13154		TOW SERVICE 2/14/14	\$48.74
		13155		TOW SERVICE 2/14/14	\$48.74
TREASURE VALLEY COFFEE CO		12332	210269	RPD COFFEE DELIVERY	\$202.97
VERIZON WIRELESS		9720361979	210356	DATA CHARGES 2/20-3/19/14	\$1,284.56
WA STATE NARCOTICS INVESTIGATORS ASSN		2014 WSNIA CONF	210039	2014 WSNIA TRAINING-BARTON	\$175.00
WA STATE TACTICAL OFFICERS ASN		10	210275	2014 WSTOA TEAM DUES	\$100.00
WASHINGTON COMMUNICATIONS LLC DBA	P053518	149946-00	210043	MOTOROLA 4045 REMOTE/LAPEL SPE	\$487.35
	P053518			MOTOROLA NTN9862 (OEM) IMPRESS	\$552.33
	P053518			SHIPPING	\$15.70
		352663		MOLDED LEFT EAR PIECE	\$7.59
WASHINGTON STATE PATROL		114005543	210278	BACKGROUND CHECKS-JAN 2014	\$49.50



## City Of Richland

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From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WAT INC	P053559	RICHLANDPD-140114	210044	SHIPPING	\$13.00
	P053559			Havis Docking Station Power	\$142.11
POLICE TOTAL****					\$112,362.67
Division:	211	FINANCE			
CITY OF RICHLAND		022714	210072	CASHIER SHORTAGE-ZEPEDA	\$1.00
				CASHIER SHORTAGE-GARCIA	\$3.03
COLLECTORSOLUTIONS INC		2013400	209944	MERCHANT SRVC CHRGS-JAN 2014	\$22,965.12
COLUMBIA INDUSTRIES SUPPORT LLC		150744	209945	SHREDDING SRVCS 1/29/14	\$10.44
GARDA CL NORTHWEST INC		241-355214	209962	EXCESS LIABILITY FEES-JAN 2014	\$266.80
PITNEY BOWES INC		513189	210002	POSTAGE METER-RED INK	\$324.88
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$2,460.98
				POSTAGE 1/1-1/31/14	\$620.32
POSTMASTER		2014 BULK PERMIT	210242	BULK MAIL PRMT#153-1ST CL MAIL	\$220.00
		PERMIT 153-2/26	210130	POSTAGE 2/03-2/26/14	\$9,454.66
FINANCE TOTAL****					\$36,327.23
Division:	212	PURCHASING			
CANON SOLUTIONS AMERICA INC	S015601	652330	210065	4511 COPIER RENTAL AND COPY CH	\$211.29
	S015603	668969		OCE COPIER RENATL AND COPY CHA	\$194.17
	S015609	689553	210168	OCE COPIER RENTAL AND COPY CHA	\$211.81
CITY OF KENNEWICK		010890	209937	PURCH MGR-SERV 1/2014	\$1,612.36
				PURCH MGR-SERV 1/2014	\$1,612.36
COSTCO WHOLESALE #486	S015591	2014 MEMBERSHIP	210185	REWARD GIFT CERTIFICATE	(\$102.65)
	S015591			MEMBERHSIP DUES FOR 2014	\$165.00
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$8.80
UNITED PARCEL SERVICE	S015602	000986641074	210033	WEEKLY SERVICE CHARGE 02/15/1	\$22.60
	S015613	000986641084	210271	WEEKLY SERVICE CHARGE 02/22/1	\$22.60
PURCHASING TOTAL****					\$3,958.34
Division:	213	INFORMATION TECHNOLOGY			
APOLLO SHEET METAL INC	P053722	126292	209917	SERVICE CALL FOR IT TRAINING R	\$334.92
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$334.43
CRE8 INC	P053429	11501-5	209949	INVENTORY OF RECORDS AND CREAT	\$30,464.00
MID COLUMBIA ENGINEERING INC	P053520	ST006240	210230	RICH AUSTILL, AS400 MNTNC SERV	\$286.00
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$2.24
PROVANTAGE LLC	P053656	6969048	210007	Dominion KX CIM f/ USB PC	\$1,282.68
	P053656			SHIPPING	\$38.00
SHARESQUARED INC	P053279	1705	210253	ENTERPRISE CONTENT MANAGEMENT	\$18,156.25
TELEMATE NET SOFTWARE	P053586	73118	210021	LICENSE RENEWAL- TELEMATE	\$399.00
	P053586			LICENSE RENEWAL, TELEMATE	\$599.00
	P053586			LICENSE RENEWAL- TELEMATE WEB	\$399.00
	P053586			LICENSE RENEWAL, TELEMATE	\$1,399.00



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From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UNITED PARCEL SERVICE	S015613	000986641084	210271	GROUND PKG TO NEW EGG FOR IT	\$10.13
VERIZON WIRELESS		9720313844	210356	BROADBAND WIRELESS	\$40.01
<b>INFORMATION TECHNOLOGY TOTAL ****</b>					<b>\$53,744.66</b>
<b>Division:</b>	220	HUMAN RESOURCES			
ANOVAWORKS		27068	209916	DS-NIDA COMPLETE	\$57.00
		27255	210153	DS NIDA/BREATH ALCOHOL TESTS	\$79.00
		27601		PRE-EMPLOYMENT PHYSICAL	\$236.00
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$31.90
CANON SOLUTIONS AMERICA INC		685021	210168	N3245 BASE CHRGS/COPIES	\$193.99
HARRINGTON'S TROPHIES		72140	210211	RETIREMENT PLAQUE-JAMESON	\$86.64
		72152		CLOCKS/PLAQUES/PAPER WEIGHTS	\$1,702.20
		72224		RETIREMENT CLOCK/PLAQUE	\$220.39
		72258		RETIREMENT PLAQUE-JOHNS	\$86.64
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$153.19
PUBLIC RISK MANAGEMENT ASSN WA CHAPTER		2014 DUES	210245	PRIMA MEMBERSHIP DUES 2014	\$150.00
PUBLIC SAFETY TESTING INC		PSTI2014-77	210246	PYSCH EVALUATION & REPORT	\$700.00
WASHINGTON STATE PATROL		114005513	210278	BACKGROUND CHECKS-JAN 2014	\$10.00
<b>HUMAN RESOURCES TOTAL ****</b>					<b>\$3,706.95</b>
<b>Division:</b>	300	COMMUNITY &DEVELOPMENT SERVICE			
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$89.12
CITY OF RICHLAND		022714	210072	RECORDING FEES-RPFD LEASE	\$76.00
KING, WILLIAM B		020714	209981	KING-ECO DEV LUNCH MTG	\$30.62
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$29.54
<b>COMMUNITY &amp;DEVELOPMENT SERVICE TOTAL ****</b>					<b>\$225.28</b>
<b>Division:</b>	301	DEVELOPMENT SERVICES			
ABADAN INC		CNIN081730	210148	XEROX 6604 MAINT 2/23-3/22/14	\$55.17
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$249.35
BENTON COUNTY BOUNDARY REVIEW BOARD		MATA COURT	209920	REVIEW BOARD FEE-ANNEXATION	\$50.00
INTERNATIONAL CODE COUNCIL INC		201 BOSC-SCHUSTER	209995	ICC REGISTRATION-J SCHUSTER	\$115.00
		2014BOSC-BORING		ICC REGISTRATION-M BORING	\$295.00
		2014BOSC-MILLER		ICC REGISTRATION-N MILLER	\$115.00
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$120.84
				POSTAGE 1/1-1/31/14	\$0.66
US BANK EQUIPMENT FINANCE INC		247075328	210034	6604 COPIER CONTRACT PAYMENT	\$244.80
<b>DEVELOPMENT SERVICES TOTAL ****</b>					<b>\$1,245.82</b>
<b>Division:</b>	302	REDEVELOPMENT			
EDUCATIONAL SERVICE DISTRICT 123		2014 CALVACADE	210194	2014 CALVACADE OF AUTHORS	\$500.00
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$20.90
<b>REDEVELOPMENT TOTAL ****</b>					<b>\$520.90</b>



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From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
<b>Division:</b>	330	PARKS & RECREATION ADMIN			
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$116.21
<b>PARKS &amp; RECREATION ADMIN TOTAL ****</b>					<b>\$116.21</b>
<b>Division:</b>	331	PARKS & REC - RECREATION			
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$10.02
CAMARENA, DANA		SC08-006/FEB 2014	210289	SALSA INSTRUCTOR-FEB 2014	\$374.90
CHARTER COMMUNICATIONS		2/14-180070321633	210174	INTERNET SRVCS 2/10-3/9/14	\$119.99
FRONTIER	S015611	2/14-206-188-2614	210204	TELEPHONE CHARGES 2/19/14-3/18	\$298.46
MILLER, JO ANN		C13-62/FEB 2014	210231	CLASS INSTRUCTOR-FEB 2014	\$623.97
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$10.06
THRASHER, BEVERLY		SC11-1/FEB 2014	210263	FOOTCARE CLASS #8411-FEB 2014	\$690.00
TREASURE VALLEY COFFEE CO		12179	210029	RCC COFFEE DELIVERY	\$102.67
WASHINGTON STATE PATROL		I14005513	210278	BACKGROUND CHECKS-JAN 2014	\$60.00
WHITE LOTUS ENTERPRISES		C13-063/DEC 2013	210280	SHOTOKAN INSTRUCTOR-DEC 2013	\$84.11
		C13-063/FEB 2014		SHOTOKAN INSTRUCTOR-FEB 2014	\$120.90
		C13-063/JAN 2014		SHOTOKAN INSTRUCTOR-JAN 2014	\$134.58
<b>PARKS &amp; REC - RECREATION TOTAL ****</b>					<b>\$2,629.66</b>
<b>Division:</b>	335	PARKS & REC - PARKS&FACILITIES			
ABM JANITORIAL NORTHWEST		6250291	209914	JANITORIAL SRVCS-FEB 2014	\$2,008.43
				JANITORIAL SRVCS-FEB 2014	\$478.09
				JANITORIAL SRVCS-FEB 2014	\$2,229.85
				JANITORIAL SRVCS-FEB 2014	\$432.80
				JANITORIAL SRVCS-FEB 2014	\$2,838.34
		6265663		STRIP & WAX FLOOR	\$222.80
AIREFCO INC		3224394	210149	FILTER	\$15.12
		3226356		FILTER	\$14.60
AMERICA WEST ENVIRONMENTAL SUPPLIES INC	S015580	10841	210151	CCB (CALCIUM CHLORIDE W/BOOST)	\$2,537.22
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$111.78
				#287243288881 12/27/13-1/26/14	\$118.19
BOYD'S TREE SERVICE LLC		3176	209928	TREE REMOVAL 1/13-1/17/14	\$5,391.85
		3181		TREE REMOVAL 1/20-1/24/14	\$6,685.36
		3194		TREE REMOVAL SRVCS 1/27-1/31	\$5,475.73
		3195	210164	2014 WAGE ADJUSTMENT	\$246.85
		3202	209928	TREE REMOVAL SRVCS 2/3-2/6/14	\$5,475.73
BUILDERS HARDWARE & SUPPLY CO INC		S3298100.001	209931	3" EDGE PULL	\$20.83
		S3302449.001		INSTALL KEY CARD READER	\$563.14
CANON SOLUTIONS AMERICA INC		683912	209933	W3511 RENT CHRGS/PRINTS	\$43.57
CASCADE NATURAL GAS CORP		2/14-51897100007	210170	NAT GAS 1005 SWIFT 1/17-2/13	\$10.85
		2/14-73638100005		NAT GAS 500 AMON 1/17-2/13	\$2,390.11
		2/14-80577100003		NAT GAS BLDG 200 1/16-2/12/14	\$2,945.36



## City Of Richland

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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CASCADE NATURAL GAS CORP		2/14-90577100002	210170	NAT GAS BLDG 300 1/16-2/12/14	\$3,435.58
		2/14-96738100005		NAT GAS 505 SWIFT 1/17-2/13	\$2,945.36
CENTRAL HOSE & FITTINGS INC		380907	210171	COUPLINGS/CLAMPS	\$181.17
CITY OF RICHLAND		1/14-24	210296	#24 LANDFILL FEES-JAN 2014	\$4,791.13
COMPLETE CLEANING SYSTEMS		4130	209946	MACHINE SCRUB WAREHOUSE-1/31	\$175.00
DENNY'S		021014	210189	OVERTIME MEALS 2/10/14	\$7.57
EWING IRRIGATION PRODUCTS INC		7500387	209954	HUNTER POP-UPS/ADJ NOZZLES	\$268.13
		7500388		PVC NIPPLES/ADAPTOR	\$3.64
FASTENAL COMPANY		WARIC42244	210199	BLACK CABLE	\$49.50
		WARIC42324	210300	WIRE CUP BRUSHES/HEADGEAR	\$51.13
FRONTIER	S015611	2/14-206-188-2614	210204	TELEPHONE CHARGES 2/19/14-3/18	\$27.66
	S015611			TELEPHONE CHARGES 2/19/14-3/18	\$956.73
GRAINGER	S015589	9358089226	210208	HIGH CAP FILTER ITEM #6B933	\$168.03
	S015589	9358460302		PORTABLE GAS HEATER ITEM #3VE5	\$494.86
HARMS ENGINEERING INC		5663	210210	BLDG 200 STRUCTURAL ASSESSMENT	\$1,385.32
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		765067	210219	URINAL ASSEMBLY	\$108.87
		779409		URINAL KIT/GASKET	\$185.45
NORCO INC		12931367	210233	WELDING HELMET LENS	\$72.46
OXARC INC		PS27120	209999	LIGHT W/BATTERIES/SPRAY PAINT	\$56.73
		PS27902	210234	WE ADAPTER	\$17.28
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$8.48
PLATT ELECTRIC SUPPLY INC		B702468	210240	BRACKET BOX/COVER/WALL PLATE	\$16.42
PRO BUILD COMPANY LLC		71442924	210006	STEEL TRIM	\$522.01
		71443725	210243	TRIM	\$38.55
		71443727		PLYWOOD	\$122.89
		71443767		PAINTED TRIM	\$173.82
		71443854	210006	CONCRETE FORMS-ADA RAMP	\$128.71
REXEL INC DBA		B696780	210335	LAMP FIXTURE	\$368.14
RICHLAND ACE HARDWARE		207151	210247	EPOXY/HANDLE	\$21.63
		207166		FILTER BAG/CAULK	\$21.63
		207168		CHROME STIRRUP PULLS	\$34.02
		207171		PLATE TIE/SELFDRILL SCREWS	\$26.11
		207174		FASTENERS/SPRAY PAINT	\$27.79
		207185		JOINT CEMENT/DRYWALL TAPE	\$16.22
		207191		FASTENERS/BUNGEE CORDS/TARP	\$32.88
		207203		PAINTERS TAPE/UTILITY KNIFE	\$18.92
		207204		SHOVELS	\$54.13
		207205	210338	HOLD DOWN STRAPS	\$11.87
		207208		HOLD DOWN STRAPS	\$25.91
		207214	210247	SLIP JOINT WASHERS	\$4.07
		207231	210338	QWIK FIX COUPLING	\$8.31



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From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		207232	210338	QWIK FIX COUPLING	\$5.03
		207234		SHARKBITE CAP/CLIP	\$12.76
		207235		SCREWS	\$8.98
		207236		SPRAY PAINT	\$27.02
		39963	210247	DRAIN CLEANER	\$19.47
		40036		PVC PIPE/ELBOW/COUPLERS	\$15.76
		40117	210338	WETPATCH ROOF CEMENT	\$6.49
		40121	210247	FASTENERS/FLAT BARS	\$75.98
		40127		CAULK	\$7.03
		40138		FASTENERS	\$3.57
		40142		PROPANE TANK	\$64.42
		40155		FLAT BARS/PROPANE TANK	\$96.84
		40166		CHROME STIRRUP PULLS	\$30.24
		40208		ALUMINUM ANGLES	\$63.28
		40209		FAUCET EXTENDERS/HOSE ADAPTERS	\$55.48
		40220		SPRAY PAINT/PROPANE TANK	\$45.96
		40229		DRILL BIT CHISEL	\$28.15
		40232		FASTENERS/ROUND RODS	\$8.22
		40237		PRICK PUNCH/FLAT BARS	\$50.47
		40247		SPRAY PAINT-PRIMER	\$19.45
		40255		WAX RING/DRAIN CLEANER	\$24.85
		40330	210338	WAX RING/TOILET GASKET	\$21.28
		40333		WAX RING	\$9.06
SUNTOYA CORPORATION	S015538	76944	210259	FREIGHT	\$53.72
	S015538			PUMP, 1/3 H, 115V, PART #1911C	\$1,379.20
TACOMA SCREW PRODUCTS INC		22088992	210020	THREADED RODS/WING NUTS	\$6.91
		22089576	210260	PIPE SEALANT/CONNECTORS	\$26.29
		22089754		WASHERS/NUTS/LUBRICANT	\$25.74
		22090106		STEEL THREADED ROD	\$9.45
		22090141		STEEL THREADED ROD/WASHERS/NUT	\$40.53
THE DRAIN SURGEON		30343	210262	LIBRARY BATHROOM-SNAKE SINK	\$146.21
THE PERSONAL TOUCH CLEANING INC		42928	210025	JANITORIAL SRVCS-RCC BLDG-JAN	\$3,135.26
		42929		JANITORIAL SRVCS-LIBRARY-JAN	\$8,029.30
		42930		JANITORIAL SRVCS BLDG 100-JAN	\$5,534.86
		42931		JANITORIAL SRVCS BLDG 200-JAN	\$688.31
		42932		JANITORIAL SRVCS BLDG 300-JAN	\$488.57
TOTAL ENERGY MANAGEMENT INC		38949	210266	BOILERS-SERVICE CALL	\$168.95
		38977		BOILERS-SERVICE CALL	\$126.72
TRI CITY FENCE INC		53093	210031	BRACE/RAILS FOR FENCE REPAIR	\$58.81
WALLA WATER INC DBA		12363	210042	OHD REMOTE-SERVICE CALL FS 73	\$575.61
		12364		REPAIR 3 OH DOORS FS 73	\$1,712.44



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From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESTERN CONCRETE ACCESSORIES		20203	210046	SHOVEL HANDLE/DUCT TAPE	\$34.21
<b>PARKS &amp; REC - PARKS&amp;FACILITIES TOTAL****</b>					<b>\$80,261.59</b>
<b>Division:</b> 900 NON-DEPARTMENTAL					
ARBAUGH & ASSOCIATES INC		1301	210155	ARBAUGH CONTRACT FEES-JAN'14	\$1,470.00
CITY OF PASCO		M020314	209938	ANIMAL SHELTERING SRVCS-FEB	\$1,051.00
				ANIMAL SHELTERING SRVCS-FEB	\$19,515.64
DEPARTMENT OF HUMAN SERVICES		4THQTR2013 EXCISE	209951	LIQUOR EXCISE TAXES 4TH QTR'13	\$678.02
ERBEN, TARA		C13-07	210196	BLRF C13-07 PARKWAY MUSIC	\$4,200.00
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$311.18
STATE AUDITOR'S OFFICE		L101748	210017	AUDIT SERVICES-JAN 2014	\$2,713.58
<b>NON-DEPARTMENTAL TOTAL ****</b>					<b>\$29,939.42</b>
<b>GENERAL FUND Total ***</b>					<b>\$433,565.38</b>
<b>FUND 101 CITY STREETS</b>					
<b>Division:</b> 401 STREETS MAINTENANCE					
A CORE INC		347920	209913	PEDESTRIAN RAMP CUT	\$270.75
ADVANCED TRAFFIC PRODUCTS INC	P053458	0000009295	210052	LAMP TRAFFIC 12" RED BALL LED,	\$3,465.60
	P053458	0000009403		LAMP PED LARGE (WALK/DON'T WAL	\$663.34
AMERICA WEST ENVIRONMENTAL SUPPLIES INC	S015580	10841	210151	CCB (CALCIUM CHLORIDE W/BOOST)	\$2,537.21
AMERICAN ROCK PRODUCTS INC		199071	210286	CONCRETE	\$341.14
				CONCRETE	\$113.72
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$76.10
CANON SOLUTIONS AMERICA INC		683912	209933	W3511 RENT CHRGS/PRINTS	\$43.57
DENNY'S		020814	210189	OVERTIME MEALS 2/8-2/9/14	\$109.81
ECONOLITE CONTROL PRODUCTS INC	P053634	111191	210193	VIDEO DETECTION CAMERA	\$4,332.00
FASTENAL COMPANY		WARIC42225	210199	HEX NUTS/LOCK WASHERS/SCREWS	\$55.80
FRONTIER	S015611	2/14-206-188-2614	210204	TELEPHONE CHARGES 2/19/14-3/18	\$59.32
	S015611			TELEPHONE CHARGES 2/19/14-3/18	\$27.66
HERTZ EQUIPMENT RENTAL CORP		27284239-001	209969	LIQUID PROPANE	\$19.45
JT AUTOMOTIVE PARTS INC DBA		302671	209976	FUEL FILTER	\$1.98
LAKESIDE INDUSTRIES INC	S015537	3249122MB	209984	FREIGHT	\$135.38
	S015537			COLD PATCH MATERIAL, EZ STREET	\$407.21
RICHLAND ACE HARDWARE		207222	210247	PVC CAP	\$1.07
		207223		PVC CAP	\$0.90
TOTEM PACIFIC CORP	S015567	70171	210267	SALT 34.92 TONS	\$3,174.47
	S015567	70172		SALT 35.35 TONS	\$3,213.56
	S015567	70173		SALT 35.59 TONS	\$3,235.38
	S015567	70174		SALT 34.95 TONS	\$3,177.20
	S015567	70175		SALT 31.97 TONS	\$2,906.30
	S015567	70176		SALT 32.08 TONS	\$2,916.30



## City Of Richland

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From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TOTEM PACIFIC CORP	S015567	70177	210267	SALT 35.89 TONS	\$3,262.66
	S015567	70183		SALT 35.40 TONS	\$3,218.11
	S015567	70184		SALT 35.37 TONS	\$3,215.38
	S015567	70185		SALT 34.71 TONS	\$3,155.39
<b>STREETS MAINTENANCE TOTAL ****</b>					<b>\$44,136.76</b>
<b>Division:</b>	402	ARTERIAL STREETS			
CASCADE TITLE COMPANY OF BENTON		199566	209935	LIABILITY REPORT-STEVEN'S DR	\$249.09
DAVID EVANS & ASSOCIATES INC	P052005	340892	210187	CENTER PARKWAY - RAILROAD CROS	\$648.87
DKS ASSOCIATES	P053380	0054031	210191	STREET LIGHT STANDARD REVIEW &	\$1,680.64
FERGUSON ENTERPRISES INC	S015557	0409471	210202	DETECTABLE WARNING PANELS, 24"	\$2,500.51
	S015557			FREIGHT	\$86.64
WA STATE DEPT OF TRANSPORTATION	P053757	RE45-A6136YCL015	210274	STEVEN'S DR EXTENSION-APPRAILSA	\$2,638.61
<b>ARTERIAL STREETS TOTAL ****</b>					<b>\$7,804.36</b>
<b>CITY STREETS Total ***</b>					<b>\$51,941.12</b>
<b>FUND</b>	<b>110</b>	<b>LIBRARY</b>			
<b>Division:</b>	303	LIBRARY			
GAYLORD BROTHERS INC		2245514	210205	CLEAR LAMINATE	\$3,192.16
OCLC INC		0000301288	209996	CATALOGING SRVCS-JAN 2014	\$941.57
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$500.12
SECRETARY OF STATE		00003649	210014	K20 NETWORK ISP 3RD QTR 2013	\$123.41
XEROX CORPORATION		701719028	210051	W5525 BASE CHRGS/PRINTS-DEC'13	\$606.36
<b>LIBRARY TOTAL ****</b>					<b>\$5,363.62</b>
<b>LIBRARY Total ***</b>					<b>\$5,363.62</b>
<b>FUND</b>	<b>112</b>	<b>INDUSTRIAL DEVELOPMENT FUND</b>			
<b>Division:</b>	305	ECONOMIC DEVELOPMENT			
ARBAUGH & ASSOCIATES INC		1301	210155	ARBAUGH CONTRACT FEES-JAN'14	\$150.00
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$111.12
				#287243288881 12/27/13-1/26/14	(\$83.96)
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$14.90
<b>ECONOMIC DEVELOPMENT TOTAL ****</b>					<b>\$192.06</b>
<b>INDUSTRIAL DEVELOPMENT FUND Total ***</b>					<b>\$192.06</b>
<b>FUND</b>	<b>150</b>	<b>HOTEL/MOTEL FUND</b>			
<b>Division:</b>	307	HOTEL/MOTEL TAX			
TRI CITIES VISITOR & CONVENTION BUREAU		152994	210270	MONTHLY DUES-JAN 2014	\$15,699.33
<b>HOTEL/MOTEL TAX TOTAL ****</b>					<b>\$15,699.33</b>
<b>HOTEL/MOTEL FUND Total ***</b>					<b>\$15,699.33</b>



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
<b>FUND 151</b>	<b>SPECIAL LODGING ASSESSMENT</b>				
<b>Division:</b>	339	TOURISM PROMOTION AREA			
TRI CITIES VISITOR & CONVENTION BUREAU		JAN 2014	210270	SPECIAL LODGING ACCESS JAN'14	\$20,586.68
<b>TOURISM PROMOTION AREA TOTAL ****</b>					<b>\$20,586.68</b>
<b>SPECIAL LODGING ASSESSMENT Total ***</b>					<b>\$20,586.68</b>
<b>FUND 153</b>	<b>COMMUNITY DEV BLOCK GRANT</b>				
<b>Division:</b>	308	CDBG PROGRAM			
DELTA HEATING & COOLING INC		22179	210188	OO REHAB-HEATING-802 SNOW-LEE	\$2,956.55
HARMS ENGINEERING INC		5662	210210	OO REHAB-ENGINEER-802 SNOW-LEE	\$1,400.00
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$7.96
<b>CDBG PROGRAM TOTAL ****</b>					<b>\$4,364.51</b>
<b>COMMUNITY DEV BLOCK GRANT Total ***</b>					<b>\$4,364.51</b>
<b>FUND 154</b>	<b>HOME FUND</b>				
<b>Division:</b>	309	HOME PROGRAM			
CITY OF RICHLAND		00302291-06063133	210175	HOME/523 SANFORD UB ACCOUNT	\$87.48
<b>HOME PROGRAM TOTAL ****</b>					<b>\$87.48</b>
<b>HOME FUND Total ***</b>					<b>\$87.48</b>
<b>FUND 380</b>	<b>PARK PROJECT CONSTRUCTION</b>				
<b>Division:</b>	337	PARKS & REC PROJECTS			
AMERICAN ROCK PRODUCTS INC		198587	210152	CONCRETE	\$156.28
C & E TRENCHING LLC	P053615	8647	210167	PLACE 700 CY OF 2-4 INCH BASAL	\$3,288.83
	P053615			C/O #1 ISSUED TO ADD 100	\$470.02
<b>PARKS &amp; REC PROJECTS TOTAL ****</b>					<b>\$3,915.13</b>
<b>PARK PROJECT CONSTRUCTION Total ***</b>					<b>\$3,915.13</b>
<b>FUND 401</b>	<b>ELECTRIC UTILITY FUND</b>				
<b>Division:</b>	000				
CARLSON SALES METERING SOLUTIONS LLC	P053591	CSM-2527	210169	METER,FRM 4S,240V,CL20,FOCUS,	\$255.59
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P053400	3627-531746	210184	LUMINAIRE HPS, 400 WATT MULTI-	\$2,527.72
	P053400			ADJUST SALES TAX	(\$0.01)
	P053400			LUMINAIRE HPS, FLOOD, 200 WATT	\$806.84
	P053400			PHOTOCONTROL TWIST LK 105/305V	\$2,409.68
	P053400			LUMINAIRE HPS, 100 WATT MULTI-	\$4,118.11
	P053400			LUMINAIRE HPS, 200 WATT MULTI-	\$1,687.86
	P053575	3627-533034		LUMINAIRE HPS, 100 WATT MULTI-	\$2,826.63
	P053575			LAMP, METAL HALIDE 175W MEDIUM	\$12.57



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CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P053575	3627-533034	210184	LAMP, METAL HALIDE, 70 WATT	\$241.12
	P053575			PHOTOCONTROL TWIST LK 105/305V	\$1,445.81
GENERAL PACIFIC INC	P053602	1217379	210206	CONN,BRONZE,VISE RICHARDS VC10	\$3,086.55
	P053602			CONN.,DIST., #6-1/0 AL TO AL	\$2,106.44
	P053602			CONN,FARGO,VISE FARGO GC-5004	\$1,045.10
	P053602			ADJUST FOR TAX	(\$0.01)
GRAYBAR ELECTRIC CO INC	P053588	971095689	210209	SLEEVE, COPPER 1/0 - 250 MCM,	\$36.00
	P053369	P053369	209965	TERMINAL, XFMR 4 COND 500-2,	\$238.61
	P053369			CONN, CT UTILCO # PED 4-500,	\$299.04
	P053369			CONN, CT UTILCO # PED 6-500,	\$282.79
	P053369			CONN, INSULATED 4-COND, 12-500	\$392.22
	P053369			CONN, CT UTILCO # PED 4-350,	\$311.38
	P053369			CONN, INSULATED 6-COND, 12-500	\$511.52
HD SUPPLY POWER SOLUTIONS LTD	S015533	2466602-01	210213	CLAMP WEDGE 2-6 ACSR SERVICE,	\$119.13
HORIZON DISTRIBUTION INC	P053678	789597	210215	ALCOHOL SOLVENT, DENATURED,	\$81.10
KDL HARDWARE SUPPLY INC	P053541	528988	209979	PADLOCK, AMERICAN 5560	\$3,254.20
NEWARK IN ONE	P053619	24740436	209993	FREIGHT	\$27.53
	P053619			FUSE NANO SMF 1A OPTICOM	\$20.51
	P053619			CONNECT TELCO CAT 5, RJ45 PLUG	\$144.69
	P053619			VARISTOR MOV150VAC MOV-14D241K	\$2.17
	P053619	24764997		RESISTOR 2,200 OHM CHIP DSM II	\$2.17
	P053619			FREIGHT	\$5.57
PACIFIC STRAPPING INC	P053637	25766	210001	CABLE PULLING TAPE	\$1,271.44
PARAMOUNT SUPPLY COMPANY	P053635	887020	210127	LUBRICANT, CORROSION-X	\$91.78
PLASTIC DIP MOLDINGS INC	P053638	71683	210239	XFMR, BUSHING COVER, PDM4227	\$894.00
	P053638			SHIPPING	\$47.70
PLATT ELECTRIC SUPPLY INC	P053666	B700182	210003	METER, SOCKET 13 TERM BLANK HUB	\$4,093.74
	P053687	B724930	210128	DISCOUNT	(\$272.01)
	P053687			CABLE, SEC, UG 500 AL MCM USE/	\$14,729.23
RETAIL ACQUISITION & DEVELOPMENT	P053620	24751075	210132	BATTERY MOTO HT 750 HNN9008A	\$540.00
	P053620			HANDLING FEE	\$2.00
	P053620	24769954		BATTERY, 3040mAH Li-ion 7.4V	\$720.00
WESCO DISTRIBUTION INC	P053668	505809	210045	ARRESTER, RISER POLE, METAL	\$3,357.30
<b>TOTAL ****</b>					<b>\$53,773.81</b>
<b>Division:</b>	501	BUSINESS SERVICES			
ARBAUGH & ASSOCIATES INC		1301	210155	ARBAUGH CONTRACT FEES-JAN'14	\$840.00
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$26.74
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$87.20
VERIZON WIRELESS	P053490	9720313877	210356	WIRELESS DATACARD- R. HAMMOND	\$40.01
<b>BUSINESS SERVICES TOTAL ****</b>					<b>\$993.95</b>



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
<b>Division: 502 ELECTRICAL ENGINEERING</b>					
ABADAN INC		CNIN081730	210148	XEROX 6604 MAINT 2/23-3/22/14	\$18.39
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$135.19
CITY OF RICHLAND		021114	209939	ELECTRICAL RECORDING FEES	\$74.00
ISS-WONDERWARE	P053497	403956	209971	SOFTWARE SUPPORT, WONDERWARE	\$9,979.09
MEIER ENTERPRISES INC	P051954	13005	210228	300 AREA ELECTRICAL SERVICE	\$760.50
SPIDAWEB LLC	P053736	327	210256	Software Mntc and Technical	\$1,250.00
US BANK EQUIPMENT FINANCE INC		247075328	210034	6604 COPIER CONTRACT PAYMENT	\$81.60
WA STATE DEPT OF TRANSPORTATION		WO19153	210038	UTILITY PERMIT 1-182 & MP2.67	\$150.00
<b>ELECTRICAL ENGINEERING TOTAL ****</b>					<b>\$12,448.77</b>
<b>Division: 503 POWER OPERATIONS</b>					
AMERICAN ROCK PRODUCTS INC		198718	209915	MIXER DELIVERY 5/8 MINUS	\$758.14
		198749		TOP COURSE	\$68.66
		198940	210152	TOP COURSE	\$344.13
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$286.51
BOYD'S TREE SERVICE LLC	P053496	3196	209928	TREE PRUNING SVC-JAN 1 THRU AP	\$335.73
CANON SOLUTIONS AMERICA INC		683912	209933	W3511 RENT CHRGS/PRINTS	\$14.53
COLUMBIA RIGGING CORP		23681	210181	WIRE ROPE SLINGS	\$139.01
CONSTRUCTION AHEAD INC DBA		24006-01	209948	TRAFFIC CONTROL 1802 SYMONS	\$1,995.00
DENNY'S		020814	210189	OVERTIME MEALS 2/8-2/9/14	\$50.91
		021014		OVERTIME MEALS 2/15 AND 2/17	\$59.78
FARWEST LINE SPECIALTIES LLC	S015566	164149	209955	SLIDE BUCKLE POLE STRAP 7" #18	\$307.80
	S015566			KLEIN TOOL FIBERGLASS HANDLE	\$257.80
	S015566			SHIPPING	\$16.39
	S015582	164550	210198	KLEIN SLACK BLOCK #38F	\$91.80
	S015582			KLEIN SLACK BLOCK #38D	\$77.80
	S015582			SHIPPING	\$15.90
FASTENAL COMPANY		WARIC42250	209956	THINSULATE GLOVES (24 PAIRS)	\$468.99
G & W ELECTRIC COMPANY	S015243	365365	209961	TEST SWITCHES FOR:	\$1,656.99
	S015243			TWO CONTROL POWER TRANSFORMERS	\$5,149.67
	S015243			15 KV PAD MOUNTED DEADFRONT	\$57,056.77
GRAINGER	S015589	9357197814	210208	CABINET PARTS ITEM #4TJ27	\$35.87
HD SUPPLY POWER SOLUTIONS LTD	S015573	2481498-00	210213	HUBBELL BALL Y-CLEVIS #YBC30	\$204.42
OXARC INC		PS27831	210234	ACETYLENE	\$22.52
PLATT ELECTRIC SUPPLY INC	S015572	B710336	210003	ELBOW 6" 90 LONG SWEEP FIBERGL	\$656.32
SAGEBRUSH CONCRETE SAWING & DRILLING INC		T014-F2-010	210013	DEEP ASPHALT SLAB SAW	\$162.45
SHARI'S MANAGEMENT CORP		13302071484501	210254	OVERTIME MEALS 1/31 & 2/7	\$121.62
TYNDALE ENTERPRISES INC	P053495	722623	210032	FIRE RETARDANT CLOTHING-2014	\$5,443.36
UNITED PARCEL SERVICE	S015613	000986641084	210271	GROUND PKG TO HJ ARNETT FOR PO	\$11.33
	S015613			ADDITIONAL HANDLING FOR PKG TO	\$8.75



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WAGNER SMITH EQUIPMENT CO	S015274	0249089-IN	210040	REPAIR OF A CUTTER HUSKIE REC-	\$677.16
WESCO DISTRIBUTION INC	S015515	505297	210045	DEADEND COVER #C4060164	\$557.46
<b>POWER OPERATIONS TOTAL ****</b>					<b>\$77,053.57</b>
<b>Division:</b>	504	SYSTEMS DIVISION			
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$243.34
CANON SOLUTIONS AMERICA INC		683912	209933	W3511 RENT CHRGS/PRINTS	\$14.53
GRAINGER	S015589	9361675557	210208	LABEL CARTRIDGE ITEM #5AU36	\$206.53
HD SUPPLY POWER SOLUTIONS LTD	P053545	2463570-00	210213	Arrester, 8.4kV MCOV, Ohio Bra	\$990.95
	P053545	2463570-01		Arrester, 31.5kV MCOV, Ohio Br	\$517.19
ITRON INC	P053677	320565	209972	TECH SUPPORT PER CONTRACT	\$948.91
OXARC INC		PS26868	209999	NITROGEN CYLINDER	\$52.57
		PS27693	210234	OXYGEN	\$7.80
PRO BUILD COMPANY LLC		71444055	210243	80 LBS CONCRETE MIX	\$9.21
RICHLAND ACE HARDWARE		207225	210338	CONNECTOR/COUPLE	\$7.02
		207226		MARKING PAINT/COUPLE	\$11.89
		207241		FASTENERS	\$1.08
S & C ELECTRIC COMPANY	S015510	1045065	210012	600 AMP BUSHING FINAL ASSEMBLY	\$925.97
	S015510			FREIGHT	\$45.19
	S015510			SWITCH WINDOW ASSEMBLY INCLUDE	\$97.47
	S015510			LABEL G-5376R1	\$6.50
	S015510			LABEL G-5372	\$2.17
	S015510			LABEL G-6503	\$4.33
	S015510			LABEL G-6500	\$4.33
SCHNEIDER AUTOMATION		34463871-01	210251	ADVANCED REVENUE METERS	\$46,714.80
				ADVANCED REVENUE METERS	\$20,020.63
		34463871-02		ADVANCED REVENUE METERS	\$33,367.72
				ADVANCED REVENUE METERS	\$6,673.55
				ADVANCED REVENUE METERS	\$20,020.63
				ADVANCED REVENUE METERS	\$40,041.26
UTILIWORKS CONSULTING LLC	P053201	4118	210035	SMART GRID PLANNING &	\$2,505.10
<b>SYSTEMS DIVISION TOTAL ****</b>					<b>\$173,440.67</b>
<b>Division:</b>	505	ENERGY POLICY MGMT			
BENTON PUD		2/14-3287762373	210161	ELECTRIC SRVC AGREEMENT	\$893.12
CITY OF RICHLAND		14-062 EDGEMON	210073	WCIA TRNG/SPOKANE/EDGEMON	\$166.56
		14-063 SENGGER	210176	WCIA TRNG/SPOKANE/SENGER	\$166.56
		691140	210177	2533 HARRIS-REBATE-HP	\$1,000.00
		784860		1977 SHERIDAN-REBATE-HP	\$900.00
DELTA HEATING & COOLING INC		22112	209950	119 OREGON-REBATE-HP	\$500.00
	P053633	22117	210188	EE LOAN: B. DAUGHERTY, 322 BAR	\$7,380.65
	P053631	22157	209950	EE LOAN: A. SCHAEFFER, 1977	\$6,530.49



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DELTA HEATING & COOLING INC	P053676	22159	209950	EE LOAN: B. FARRIS, 2533 HARRI	\$15,270.30
EDGEMON, SANDI		021314	209953	I&B TRNG/YAKIMA/MEAL EXPENSES	\$16.23
		14-067 EDGEMON		BPA MTG/PORTLAND/EDGEMON	\$192.09
ENERGY INCENTIVES INC	P053489	CORJAN2014	210195	PROF SERVICES FOR 2014 RESIDEN	\$1,850.00
FLUID MARKET STRATEGIES INC	P053702	12007	209959	DUCTLESS HEAT PUMP PROGRAM	\$80.00
	P053558	S4-0214-048	210203	RETAIL PRODUCT PROMOTION FOR C	\$17,553.50
GLASS NOOK INC		61034	210207	333 SCOT-EE-LOAN-WINDOWS	\$10,185.40
HELMES INC DBA		2306 COPPERCREEK	209968	ES HOME REB-2306 COPPERCREEK	\$1,000.00
		596 HUNTER		ES HOME REBATE-596 HUNTER	\$1,000.00
		602 HUNTER		ES HOME REBATE-602 HUNTER	\$1,000.00
JACOBS & RHODES INC		110306	209973	409 DOUGLASS-REBATE-HP	\$500.00
		110487	210217	1108 THAYER-REBATE-HEAT PUMP	\$1,000.00
		110489		2350 BENTON-REBATE- HP/PTCS	\$900.00
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$87.44
TALON SYSTEMS INC DBA		5287	210261	105 BREMMER-REBATE-PTCS	\$400.00
		5288		4306 LIMESTONE-REBATE-PTCS	\$400.00
		5289		819 BRETZ RD-REBATE-PTCS	\$400.00
		5290		28605 DALLAS RD-REBATE-PTCS	\$400.00
		5291		28509 DALLAS RD-REBATE-PTCS	\$400.00
		5292		1949 KINGSTONE-REBATE-PTCS	\$400.00
		5293		827 BRETZ-REBATE-PTCS	\$400.00
VERIZON WIRELESS	P053490	9720313877	210356	WIRELESS DATACARD-S. EDGEMON F	\$40.01
WESTERN ELECTRICITY COORDINATING COUNCIL		A144072	210279	2014 PEAK RS ASSESSMENT	\$29,453.00
WHITNEY, CLINT		14-091 WHITNEY	210281	WCIA TRNG/SPOKANE/WHITNEY	\$166.56
<b>ENERGY POLICY MGMT TOTAL ****</b>					<b>\$100,631.91</b>
<b>Division:</b>	506	TECHNICAL SERVICES			
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$160.70
CANON SOLUTIONS AMERICA INC		683912	209933	W3511 RENT CHRGS/PRINTS	\$14.52
TACOMA SCREW PRODUCTS INC		22089145	210020	TRANSFER PUNCH SET	\$24.79
<b>TECHNICAL SERVICES TOTAL ****</b>					<b>\$200.01</b>
<b>ELECTRIC UTILITY FUND Total ***</b>					<b>\$418,542.69</b>
<b>FUND</b>	<b>402</b>	<b>WATER UTILITY FUND</b>			
<b>Division:</b>	410	WATER CAPITAL PROJECTS			
BUILDERS HARDWARE & SUPPLY CO INC	P053113	S3263609.001	210166	LOCK CYLINDER, SCHLAGE 20-728C	\$936.18
	P053113			INTERCHANGABLE CORE, SCHLAGE 2	\$84.52
	P053113			LOCK CYLINDER, SCHLAGE 20-700C	\$627.01
LINDSAY SALES HOLDING COMPANY DBA	P052094	3577	209987	HORN RAPIDS IRRIGATION PUMP	\$360.00
<b>WATER CAPITAL PROJECTS TOTAL ****</b>					<b>\$2,007.71</b>
<b>Division:</b>	411	WATER ADMINISTRATION			



## City Of Richland

VL-1 Voucher Listing

From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ARBAUGH & ASSOCIATES INC		1301	210155	ARBAUGH CONTRACT FEES-JAN'14	\$540.00
<b>WATER ADMINISTRATION TOTAL ****</b>					<b>\$540.00</b>
<b>Division:</b>	412	WATER OPERATIONS			
ANOVAWORKS		26970	209916	PHYSICAL DOT-EXAM	\$110.00
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$79.31
BENTON FRANKLIN HEALTH DISTRICT		6312	209922	WATER SAMPLES 1/6-1/29/14	\$2,682.00
CASCADE NATURAL GAS CORP		2/14-28638100009	209934	NAT GAS 110 SAINT 1/17-2/13	\$17.64
COLUMBIA ELECTRIC SUPPLY	S015518	5858-710530	210179	230W FAN, CATALOG #20-PP01080	\$757.54
FRONTIER	S015614	2/14-509-946-4078	210204	TELEPHONE CHARGES 2/22/14-3/21	\$112.87
GRAINGER	S015589	9360148614	210208	MINIATURE LAMP ITEM #4VDY3	\$7.47
ISS-WONDERWARE	P053497	403956	209971	SOFTWARE SUPPORT, WONDERWARE	\$3,081.85
KEMIRA WATER SOLUTIONS INC	P053539	9017375569	209980	ANNUAL PO FOR THE PURCHASE OF	\$13,729.80
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$10.67
RICHLAND ACE HARDWARE		40335	210247	HOSE COUPLERS	\$6.48
TRI CITY FENCE INC	S015352	53029	210355	TAPEAL #1 RES 1 4" HINGE & PO	\$249.08
WA STATE DEPARTMENT OF ECOLOGY		2014- WAG645000	210037	WTR PLANT WW PERMIT-2ND FY2014	\$1,667.00
<b>WATER OPERATIONS TOTAL ****</b>					<b>\$22,511.71</b>
<b>Division:</b>	413	WATER MAINTENANCE			
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$186.07
BADGER METER INC	S015545	13742501	210156	ADJUST TAX	\$0.01
	S015545			HEAD ASSEMBLY ONLY, 4" RECORDA	\$906.88
	S015545			FREIGHT	\$92.70
	S015545			HEAD ASSEMBLY ONLY, 4" RECORDA	\$487.74
	S015545			HEAD ASSEMBLY ONLY, 3" RECORDA	\$884.01
	S015545			HEAD ASSEMBLY ONLY, 3" RECORDA	\$884.01
CANON SOLUTIONS AMERICA INC		683912	209933	W3511 RENT CHRGS/PRINTS	\$43.57
FASTENAL COMPANY		WARIC42260	210199	GLOVES/CUT OFF WHEEL	\$12.63
				GLOVES/CUT OFF WHEEL	\$27.83
		WARIC42276		SADDLE CLIPS/FASTENERS	\$177.96
FERGUSON ENTERPRISES INC		1272782	210301	BALL VALVES/SOCKETS	\$86.91
GRAINGER	S015589	9360148622	210208	AIR FILTER ITEM #5C468	\$48.34
	S015589	9363150526		DRAIN CLEANING CABLE ITEM #1VX	\$133.90
HD FOWLER COMPANY INC		I3555622	210212	6" MJ CAPS/ 6" MJ KITS	\$199.30
		I3567216		LOCKING TYLER LIDS	\$34.01
HD SUPPLY WATERWORKS LTD	S015497	B932787	209967	HYDRANT, 4' BURY, DRY BARREL,	\$1,734.42
	S015497			HYDRANT, 5' BURY, DRY BARREL,	\$1,814.57
LOVE, JOHN D		021914	210321	LOVE/CDL ENDORSEMENT FEE	\$85.00
TRI CITY FENCE INC	S015352	53029	210355	CITY SHOPS COMPLEX, 2700 DUPOR	\$431.03
	S015352			TAPEAL #1 RES 1 4" HINGE & PO	\$103.98
	S015352			KEENE ROAD PUMP STATION (OWNER	\$2,176.83



## City Of Richland

VL-1 Voucher Listing

From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UNITED PARCEL SERVICE	S015613	000986641084	210271	GROUND PKG TO BADGER METER FOR	\$10.92
<b>WATER MAINTENANCE TOTAL ****</b>					<b>\$10,562.62</b>
<b>WATER UTILITY FUND Total ***</b>					<b>\$35,622.04</b>
<b>FUND 403</b>	<b>WASTEWATER UTILITY FUND</b>				
<b>Division:</b> 420	<b>SEWER ADMINISTRATION</b>				
F & AO, USAED, WALLA WALLA	P053758	175688	210197	Badger Mountain sewer line	\$6,932.16
<b>SEWER ADMINISTRATION TOTAL ****</b>					<b>\$6,932.16</b>
<b>Division:</b> 421	<b>SEWER CAPITAL PROJECTS</b>				
COLUMBIA ELECTRIC SUPPLY	P053606	5858-711044	210179	MODULE INTERFACE, FOR TWAS,	\$267.69
GRAINGER	S015589	9365202416	210208	BLANK LEGEND PLATE ITEM #2EM52	\$39.85
HD FOWLER COMPANY INC		I3570640	210307	RUBBER GASKETS/ELBOWS	\$430.41
HERTZ EQUIPMENT RENTAL CORP		27286045-001	209969	JACKHAMMER RENTAL 2/5-2/6	\$75.81
TACOMA SCREW PRODUCTS INC		22090317	210260	BALL VALVE/GLOVES	\$62.06
<b>SEWER CAPITAL PROJECTS TOTAL ****</b>					<b>\$875.82</b>
<b>Division:</b> 422	<b>SEWER OPERATIONS</b>				
ABM JANITORIAL NORTHWEST		6250291	209914	JANITORIAL SRVCS-FEB 2014	\$263.51
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$65.85
BENTON FRANKLIN HEALTH DISTRICT	P053526	6331	210057	BIOSOLIDS- ADDITIONAL DILUTION	\$84.00
	P053526			BIOSOLIDS- PERCENT SOLIDS EPA	\$84.00
	P053526			COR WWTP SAMPLING 1-13-14-	\$245.00
BRANOM INSTRUMENT CO	P053685	523878	210165	FREIGHT	\$7.23
	P053685			POWER SUPPLIES FOR PRIMARY STE	\$216.60
CH2O INC	P053608	219722	209936	FREIGHT	\$108.75
	P053608			WATER TREATMENT FOR BOILER- 5	\$1,075.12
COLUMBIA ANALYTICAL SERVICES INC DBA	P053533	51-249396-0	210078	OTHER DRY- 8260C VOLATILE ORG.	\$160.00
	P053533			OTHER DRY- 8081 B ORGANOCHLORI	\$160.00
	P053533			OTHER DRY- 8270D SEMIVOL. ORG.	\$215.00
	P053533			OTHER DRY- 1631APP TOTAL MERCU	\$60.00
	P053533			COR WWTP SAMPLING EVENT 1/13/1	\$140.00
	P053533			OTHER DRY- 9065 MODIFIED PHENO	\$45.00
	P053533			OTHER DRY- 335.2M CYANIDE, TOT	\$45.00
	P053533			OTHER DRY- ASTM D1426-931 TOT.	\$35.00
	P053533			OTHER DRY- 9056A SULFATE	\$25.00
	P053533			OTHER DRY- 8082A POLYCHLORINAT	\$95.00
	P053533			OTHER DRY- 353.2M NITROGEN, NI	\$25.00
	P053533			OTHER DRY- 353.2M NITROGEN,	\$25.00
	P053533			OTHER DRY- 350.1M NITROGEN AMM	\$25.00
	P053533			OTHER DRY- 365.3M PHOSPHORUS	\$18.00
	P053533			OTHER DRY- TS-MET TOTAL SOLIDS	\$10.00



## City Of Richland

## VL-1 Voucher Listing

From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COLUMBIA ANALYTICAL SERVICES INC DBA	P053533	51-249396-0	210078	OTHER DRY- 200.7 MODIFIED META	\$32.00
COMPLETE PEST PREVENTION INC	P053613	24294	209947	MONTHLY INSECT & RODENT CONTRO	\$36.10
FISHER SCIENTIFIC COMPANY, LLC	P053646	8546294	210091	FREIGHT	\$5.96
	P053646			SODIUM HYDROXIDE 10N CONCENTRA	\$34.05
	P053646	8819267		AMMONIUM HYDROXIDE 50% SOLUTIO	\$29.89
	P053646	9105767		DPD TOTAL CHLORINE REAGENT	\$283.76
FRONTIER	S015611	2/14-206-188-2614	210204	TELEPHONE CHARGES 2/19/14-3/18	\$134.01
	S015611			TELEPHONE CHARGES 2/19/14-3/18	\$152.97
GLASS NOOK INC		61847	210207	BATHROOM MIRROR	\$87.77
GRAINGER	S015589	9358356849	210208	RESPIRATOR WIPES ITEM #1CD51	\$68.98
GREEN MOUNTAIN TECHNOLOGIES INC	P053573	399	210095	FREIGHT	\$16.30
	P053573			ADJUST SALES TAX	(\$0.01)
	P053573			WINDROW MANAGER 2.0 PREMIUM	\$536.09
HATKE, STEVEN L		020514	210306	HATKE/CDL UPGRADE FEE	\$10.00
HOME DEPOT CREDIT SERVICES	S015593	2034631	209970	WAL PANELS, PAINTING SUPPLIES	\$638.36
	S015593	8035160		LIQ NAIL, PAINT	\$24.75
ISS-WONDERWARE	P053497	403956	209971	SOFTWARE SUPPORT, WONDERWARE	\$6,812.11
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		778061	210219	CAULK/SEALANT/DE-LIMER	\$39.96
MIDWEST LABORATORIES INC	P053574	711886	210122	SHIPPING FOR 01/06/14 SAMPLING	\$50.00
	P053574			SHIPPING FOR 01/13/14 SAMPLING	\$50.00
	P053574			COR LANDFILL COMPOST FACILITY	\$75.00
	P053574			SHIPPING FOR SUPPLIES ORDERED	\$9.64
	P053574			COR LANDFILL COMPOST FACILITY	\$310.00
OVIVO USA LLC	P053610	8462173	210330	ASSY ROLLER (SCUM SCRAPER), DA	\$4,515.51
	P053610			SALES TAX	\$374.79
OXARC INC		R250955	209999	GASES-CYLINDERS	\$15.17
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$5.96
POLYDYNE INC	P053572	860466	210241	EMULSION POLYMER, CLARIFLOC C6	\$5,428.00
RICHLAND ACE HARDWARE		207206	210247	NUT/WASHER	\$4.32
		40252		GROUT/CLOTHS/SPONGES	\$80.37
		40322		GAP SEALER	\$4.65
		40332		PAINT	\$17.32
		40397		ZIPLOCK BAGS/KEY	\$16.75
SCHNEIDER AUTOMATION	P053609	1677132	210134	FREIGHT AND INSURANCE	\$26.40
	P053609			MANUFACTURED CONTROLLER FOR	\$633.56
TOTAL ENERGY MANAGEMENT INC		38870	210026	REPAIR ICE MACHINE 1/30/14	\$168.95
		38988	210266	REPAIR HEAT PUMP	\$459.73
WA STATE DEPARTMENT OF ECOLOGY		2014- WA0020419	210037	WASTE WATER PERMIT-2ND FY 2014	\$29,561.76

SEWER OPERATIONS TOTAL \*\*\*\*

\$53,983.99

Division: 423 SEWER MAINTENANCE

ABM JANITORIAL NORTHWEST	6250291	209914	JANITORIAL SRVCS-FEB 2014	\$263.51
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## City Of Richland

VL-1 Voucher Listing

From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$149.09
COMPLETE PEST PREVENTION INC	P053613	24294	209947	MONTHLY INSECT & RODENT CONTRO	\$36.10
FASTENERS INC		S3843376.001	209957	WIRE ROPE/CLIPS/HAND SWAGER	\$380.37
		S3843376.002	210200	WIRE ROPE CLIPS/THIMBLE	\$154.92
		S3843376.003		WIRE ROPE CLIP	\$6.74
GRAINGER	S015589	9356178484	210208	BIMETALLIC RELAY REMOTE TEM#48	\$108.84
	S015589	9357343939		TRAFFIC CONE ITEM #6FGZ4	\$823.94
	S015589	9363264830		HOUR METER ITEM #2PAY7	\$88.46
	S015589	9364250101		LQD LVL SWITCH ITEM #2A553	\$71.19
HD FOWLER COMPANY INC		I3570749	210307	SEWER PIPE	\$166.63
HOME DEPOT CREDIT SERVICES	S015593	7035377	209970	TANK EXCHANGE, PROPANE TORCH	\$178.86
OWEN EQUIPMENT COMPANY		00161320	209998	CRAWLER REPAIR-CAMERA	\$4,550.44
PLATT ELECTRIC SUPPLY INC		B667563	210003	BREAKERS	\$747.42
		B677002		TERMINALS	\$203.06
RICHLAND ACE HARDWARE		40273	210247	BUNGEE CORD/EPOXY	\$10.25
STONEWAY ELECTRIC SUPPLY		S100772613.001	210257	HEATER PLUG CONNECTORS	\$67.69
TACOMA SCREW PRODUCTS INC		22089042	210020	SWAGING TOOL	\$105.11
		22089296		HOSE REEL	\$596.70
		22089308		RETURN HOSE REEL	(\$596.70)
		22090074	210260	GREASE/THREADLOCKER	\$49.80
		22090101		LED HEADLAMPS	\$23.65
		22090479		ADAPTERS	\$12.30
THE DRAIN SURGEON		30183	210024	SNAKE MENS ROOM-SEWER PLANT	\$146.21
		30378	210262	510 JADWIN -SNAKE MAIN	\$251.80
UNITED PARCEL SERVICE	S015613	000986641084	210271	GROUND PKG TO MCKENNA VIDEO	\$12.24
VERIZON WIRELESS		9720316274	210356	BROADBAND WIRELESS	\$40.01

SEWER MAINTENANCE TOTAL \*\*\*\*

\$8,648.63

WASTEWATER UTILITY FUND Total \*\*\*

\$70,440.60

FUND 404

SOLID WASTE UTILITY FUND

Division:

430

CAPITAL PROJECTS

PARAMETRIX INC

P050796

01-73121

210236

MOD. #1 PRELIMINARY LF EXP A

\$12,082.83

CAPITAL PROJECTS TOTAL \*\*\*\*

\$12,082.83

Division:

432

SOLID WASTE COLLECTION

AT&amp;T WIRELESS

1/14-287243288881

209918

#287243288881 12/27/13-1/26/14

\$112.67

HOME DEPOT CREDIT SERVICES

S015593

7591196

209970

SCREW HOLE REPAIR KIT, 36" PRY

\$50.97

S015593

8563154

6QT TOTES, EXT CORD, LATCH BOX

\$116.12

PITNEY BOWES PURCHASE POWER

1/14-1127-9365

210238

POSTAGE 1/1-1/31/14

\$3.45

PRINTER TECH SERVICE &amp; SUPPLIES

15852

210005

PRINTER REPAIR/TONER CARTRIDGE

\$184.11

SOLID WASTE COLLECTION TOTAL \*\*\*\*

\$467.32



## City Of Richland

VL-1 Voucher Listing

From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
<b>Division:</b> 433	SOLID WASTE DISPOSAL				
ABM JANITORIAL NORTHWEST		6250291	209914	JANITORIAL SRVCS-FEB 2014	\$639.43
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$27.11
FINLEY BUTTES LANDFILL		3969	209958	TIRE DISPOSAL FEES-JAN 2014	\$972.80
FOLLETT, LYNNE		FEBRUARY 2014	210303	FOLLETT/MILEAGE FEBRUARY 2014	\$25.20
FRONTIER	S015611	2/14-206-188-2614	210204	TELEPHONE CHARGES 2/19/14-3/18	\$172.02
GRAINGER	S015589	9360698261	210208	FIRE EXTINGUISHER ITEM #3ZV11	\$55.46
HOME DEPOT CREDIT SERVICES	S015593	6101385	209970	MICROWAVE, CIRCULAR SAW	\$247.97
MITCHELL, FRANK		FEBRUARY 2014	210328	MITCHELL/MILEAGE FEB 2014	\$58.80
PARAMETRIX INC	P052493	01-73128	210236	LANDFILL ENVIRONMENTAL MONITOR	\$5,692.37
ROWAND MACHINERY CO	S015597	146829	210011	JOHN DEERE 544K REARLOADER REN	\$4,602.75
	S015597	148334		JOHN DEERE 544K REARLOADER REN	\$4,602.75
	S015597	149196		JOHN DEERE 544K REARLOADER REN	(\$4,429.47)
SHINES, KELLY		021114	210015	SHINES-CDL ENDORSEMENT FEE	\$85.00
<b>SOLID WASTE DISPOSAL TOTAL ****</b>					<b>\$12,752.19</b>
<b>SOLID WASTE UTILITY FUND Total ***</b>					<b>\$25,302.34</b>
<b>FUND 405</b>	<b>STORMWATER UTILITY FUND</b>				
<b>Division:</b> 440	STORMWATER CAPITAL PROJECTS				
C & E TRENCHING LLC	P053199	C103-13/RETAINAGE	209932	2013 MISC STORM REPAIRS - 103-	\$5,431.54
URS CORPORATION	P053267	5785805	210273	STORMWATER OUTFALL RETROFIT PL	\$2,244.76
	P053267	5787686		C/O #1 ADDITIONAL FOR EXTRA WO	\$7,110.51
<b>STORMWATER CAPITAL PROJECTS TOTAL ****</b>					<b>\$14,786.81</b>
<b>Division:</b> 441	STORMWATER				
ABM JANITORIAL NORTHWEST		6250291	209914	JANITORIAL SRVCS-FEB 2014	\$263.51
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$51.09
COMPLETE PEST PREVENTION INC	P053613	24294	209947	MONTHLY INSECT & RODENT CONTRO	\$36.10
<b>STORMWATER TOTAL ****</b>					<b>\$350.70</b>
<b>STORMWATER UTILITY FUND Total ***</b>					<b>\$15,137.51</b>
<b>FUND 407</b>	<b>MEDICAL SERVICES FUND</b>				
<b>Division:</b> 121	AMBULANCE				
ANOVAWORKS	P053706	26470	209916	ANNUAL TB TESTING	\$136.00
	P053706	26674		ANNUAL TB TESTING	\$68.00
	P053706	26792		ANNUAL TB TESTING	\$306.00
BOUND TREE MEDICAL LLC		81304070	210162	MEGAMOVER/NASAL CANNULAS	\$109.53
		81306829		EXAM GLOVES/UTILITY PADS	\$91.09
		81306830		FILTERLINE SET/TUBING/BLADES	\$65.41
		81308235		BIOHAZARD BAGS	\$2.71
		81312250		NEBULIZER/IV CATHETERS	\$130.16



## City Of Richland

VL-1 Voucher Listing

From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BOUND TREE MEDICAL LLC		81312251	210162	ANTIMICROBIAL WIPES	\$5.87
		81316277		EXAM GLOVES/BITRAC STRAP	\$446.41
		81317595		BP CUFFS/EXAM GLOVES/IV'S	\$298.27
		81319247		EPI/DEXTROSE/ATROPINE	\$432.43
		81319248		DILTIAZEM/EPI/ROCURONIUM	\$183.21
		81320763		STRETCHER STRAP/BIO BAGS	\$18.48
		81322154		LIDOCAINE/ATROPINE/EPI	\$276.43
		81322155		DEFIB PADS/ASPIRIN/GAUZE	\$553.37
		81326221		BP CUFFS/PRE PADS/BIO BAGS	\$260.30
		81329123		GLUTOSE/SALINE/IV SETS	\$619.37
		81329124		STRETCHER STRAPS	\$38.40
		81330582		CLEAR TAPE	\$8.67
COLUMBIA BASIN COLLEGE	P053761	24582	210178	ALS OTEP/ADV AIRWAY - WINTER 2	\$348.00
	P053761			ALS OTEP FEES - WINTER QTR 201	\$835.20
	P053761			PARAMEDIC STUDENT FEES - WINTER	\$1,068.49
	P053761	24618		ACLS/PALS FEES - WINTER QTR 20	\$417.60
	P053761			PALS COURSE FEES - WINTER QTR	\$52.20
	P053761			ALS OTEP/ADV AIRWAY/ACLS/PALS	\$191.40
	P053761	24648		ADVANCED AIRWAY FEES - WINTER	\$417.60
OXARC INC		R250990	209999	OXYGEN CYLINDER	\$7.59
PAGE, WOLFBERG & WIRTH LLC		2014-43	210235	ABC3 CONF/AUCHMOODY 14-084	\$890.00
				ABC2 CONF/BROWN 14-085	\$540.00
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$249.13
POCKETINET COMMUNICATIONS INC		37762	210004	INTERNET SRVCS 3/1-4/1/14	\$46.75
STERICYCLE INC		3002529916	210018	BIO WASTE DISPOSAL FEE 1/27	\$10.36
AMBULANCE TOTAL ****					\$9,124.43
MEDICAL SERVICES FUND Total ***					\$9,124.43
<b>FUND 501</b>	<b>CENTRAL STORES FUND</b>				
<b>Division:</b>	000				
CROWN PAPER & JANITORIAL SUPPLY INC	P053604	176017/176462	210186	TOWEL, ROLL, REINFORCED, WHITE	\$2,594.65
	P053604	176060		WIPES, 1/4 FOLD, POLY WRAPPED	\$1,750.56
GRAINGER	P053651	9356983651	209964	UNIFORM 2XLG, TYVEK, ZIP FRONT	\$143.61
	P053651			ADJUST SALES TAX	(\$0.01)
	P053651			UNIFORM X-LG, TYVEK, ZIP FRONT	\$143.61
	P053651	9357137323		BAND AID, FABRIC, 7/8" X 3",	\$85.25
	P053651			HAND SANITIZER, 4 FL OZ SQUEEZE	\$196.50
	P053651			MASK, PARTICULATE AND SURGICAL	\$348.08
HOME DEPOT CREDIT SERVICES	S015593	1011035	209970	FAST SET CONCRETE	\$339.78
HORIZON DISTRIBUTION INC	S015570	789341	210215	HOSE NOZZLE, PISTOL GRIP,	\$29.63
	S015570			PLIERS, 10" TONGUE & GROOVE,	\$133.64



## City Of Richland

VL-1 Voucher Listing

From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HORIZON DISTRIBUTION INC	S015570	789341	210215	EYE WASH, 1 OZ, UNITIZED BOX,	\$11.48
	S015570			SHOVEL, SQUARE POINT, 48" WOOD	\$61.21
	S015570			TAPE ,TEFLON, 1/2" X 520",	\$33.57
	S015570			POWDER SCOURING, COMET, 21 OZ,	\$20.92
	S015570			TAPE, BOX SEALING 2" X 60 YD	\$183.63
	P053678			WELDING STRIKER, SINGLE FLINT	\$10.78
INSIGHT DISTRIBUTING INC	P053617	0214464	210216	BAG PLASTIC 7.5 GAL 15"X9"X24"	\$2,207.15
	P053617			BAG PLASTIC 30 GAL 20"X13"X40"	\$2,553.28
	P053617			BAG PLASTIC 55 GAL 21"X15"X60"	\$4,529.11
NORCO INC	S015561	12931329	209994	GLOVES, THERMOLITE LINER,	\$509.44
URM STORES INC	S015586	C30772811	210272	DEODORANT ROOM SPRAY, LYSOL	\$129.70
	S015586			CLEANER ANTI-BACTERIAL 409 LIQ	\$108.91

TOTAL \*\*\*\*

\$16,124.48

CENTRAL STORES FUND Total \*\*\*

\$16,124.48

FUND 502

EQUIPMENT MAINTENANCE FUND

Division:

214

EQUIPMENT MAINTENANCE

APPLIED INDUSTRIAL TECH INC	7001628104	210154		PILLOW BLOCKS VEH 3255 34777	\$228.15
	7001636431			KEYSTOCK VEH 3255 WO 34777	\$1.95
BLUE LINE CONSULTANTS LLC	14-11	209926		BANG BOX VEH 1211 WO 34963	\$280.85
	14-11/1210			BANG BOX VEH 1210 WO 34964	\$280.85
	14-11/2409			BANG BOX VEH 2409 WO 34962	\$280.85
BRAUN NORTHWEST INC	16124	209930		LATCH VEH 5040 WO 34781	\$89.00
	16172			EXP VALVE VEH 5043 WO 34905	\$102.90
COLUMBIA GRAIN & FEED INC	121676	210180		CABLE/SWITCH VEH 0030 34999	\$58.88
COMMERCIAL TIRE INC	190124	210182		WHEEL SWITCH VEH 3229 WO 34945	\$42.52
	190139			TIRES VEH 3291 WO 34950	\$1,350.42
	190140			TIRES VEH 3263 WO 34951	\$291.71
	190141			TIRES VEH 1108 WO 34952	\$379.15
	190310			TIRES VEH 3312 WO 34949	\$1,482.63
	190336			TIRES VEH 3277 WO 34946	\$263.85
	190341			WHEEL SWITCH VEH 5038 WO 34947	\$103.73
	190347			TIRES VEH 3229 WO 34945	\$263.85
	190348			FLAT REPAIR VEH 7126 WO 34948	\$45.67
	190401			FLAT REPAIR VEH 7122 WO 34970	\$111.64
	190414			TIRES VEH 2351 WO 24972	\$124.33
	190415			TIRES VEH 3244 WO 34971	\$1,965.54
	190573			TIRES VEH 3284 WO 35009	\$2,153.04
	190574			TIRES VEH 3247 WO 35011	\$901.28
	190641			TIRES VEH 7142 WO 35012	\$12,275.17
	190642			TIRES VEH 3267 WO 35010	\$291.71



## City Of Richland

VL-1 Voucher Listing

From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FASTENERS INC		S3842544.001	209957	DRILL BITS/WASHERS/NUTS	\$124.04
		S3846148.001		WASHERS/NUTS	\$17.56
GROVER DYKES AUTO GROUP INC DBA		339931	209966	WIRE/FAN ASSY VEH 1347 34896	\$195.59
		339932		ELEMENTS VEH 5043 WO 34901	\$134.90
		339962		RETAINER VEH 1347 WO 34938	\$5.39
		339995		ELEMENTS VEH 5032 WO 34939	\$130.23
		339996		ELEMENT VEH 5044 WO 34960	\$22.51
		339997		ELEMENTS VEH 5041 WO 34957	\$110.23
		1114433	209974	BRAKES VEH 3282 WO 34827	\$663.00
JIM'S PACIFIC GARAGES INC		301028	209976	OIL CAP VEH 3175 WO 34869	\$23.80
		301253		MOTOR BLOWER VEH 2260 WO 34754	\$42.71
JT AUTOMOTIVE PARTS INC DBA		301262		SWITCH/SEALS VEH 3309 34711	\$134.81
		301352		HOOK PIN VEH 3297 WO 34757	\$91.39
		301383		FILTERS VEH 2395 WO 34779	\$26.62
		301427		BRAKE LUBE VEH 2399 WO 34738	\$40.74
		301441		SOLENOID VEH 2325 WO 34676	\$73.55
		301458		BATTERIES VEH 3297 WO 34757	\$334.34
		301476		OIL FILTER WRENCH	\$10.28
		301477		CORE CREDIT VEH 3297 WO 34757	(\$24.37)
		301478		BATTERY VEH 7133 WO 34765	\$103.60
		301486		RADIATOR VEH 2289 WO 34787	\$133.95
		301488		WIPER BLADES VEH 3297 34757	\$23.80
		301497		WIPER BLADES VEH 2395 34758	\$19.47
		301498		OIL FILTER VEH 2358 WO 34791	\$4.29
		301500		RADIATOR CAP VEH 2289 34787	\$4.35
		301504		PEDAL VEH 3142 WO 34641	\$477.67
		301516		FUEL FILTER VEH 2358 WO 34791	\$9.30
		301532		CORE CREDIT VEH 2260	(\$53.61)
		301544		FUEL FILTER VEH 2349 WO 34763	\$8.65
		301545		BRK CLEANER VEH 4144 WO 34764	\$44.66
		301546		END CAP FILTERS	\$10.38
		301556		BRK CLEANER VEH 2289 WO 34793	\$48.61
		301565		BRAKE PADS VEH 3263 WO 34796	\$169.97
		301574		TOOL BITS VEH 3263 WO 34796	\$72.40
		301582		TIRE VALVES VEH 3252 WO 34798	\$134.55
		301612		LAMP VEH 3281 WO 34434	\$19.76
		301651		BULB VEH 3320 WO 34801	\$7.02
		301711	210103	FUEL FILTER VEH 7141 WO 34868	\$60.41
		301712		FILTERS VEH 7141 WO 34895	\$333.09
		301717		WHEEL CLEANER VEH 3311 34818	\$20.47
		301728		RADIATOR CAP VEH 2346 34814	\$8.98



## City Of Richland

VL-1 Voucher Listing

From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		301729	210103	AIR HOSE ADAPTERS	\$21.55
		301735		FILTERS VEH 3250 WO 34822	\$103.79
		301739		HEADLAMP VEH 2346 WO 34799	\$8.58
		301742		FUSE HOLDER VEH 3292 34786	\$6.01
		301744		COOLING SYSTEM PRESSURE KIT	\$214.11
		301762		DISC PADS VEH 1380 WO 34821	\$128.86
		301769		FILTERS VEH 7139 WO 34819	\$26.84
		301779		SURFACE DISCS VEH 3237 34824	\$63.08
		301812		DOOR STRAPS VEH 3315 34833	\$48.71
		301815		RADIATOR VEH 1370 WO 34820	\$379.06
		301816		ADAPTER VEH 1370 WO 34820	\$25.59
		301830		MANIFOLD VEH 1370 WO 34820	\$125.71
		301834		FILTERS VEH 3277 WO 34838	\$16.30
		301870		VALVE COVERS VEH 1370 34820	\$15.69
		301879		RETURN WP GASKET/HOSE ELBOW	(\$14.06)
		301898		WS WASH VEH 3277 WO 34836	\$48.35
		301899		ABSORBENT VEH 3285 WO 34858	\$90.84
		301920		BATTERY VEH 3277 WO 34836	\$93.60
		301939		WIRE CONNECTORS/FUSES	\$29.78
		301944		VACUUM CAPS/FUSES	\$63.68
		301983		RETURN VACUUM CAPS	(\$4.77)
		301995		WIPERBLADES VEH 1105 34880	\$52.16
		302061		RADIATOR HOSE VEH 3281 34898	\$26.99
		302104		THERMOSTAT VEH 1347 WO 34896	\$12.04
		302105		SWITCH VEH 2364 WO 34883	\$14.51
		302120		AIR FILTER VEH 1370 WO 34820	\$9.51
		302137		FILTERS VEH 3311 WO 34605	\$124.27
		302138		FILTERS VEH 3314 WO 34608	\$141.61
		302139		FILTERS VEH 3315 WO 34607	\$126.00
		302140		FILTERS VEH 3312 WO 34606	\$93.17
		302152		BATTERIES VEH 3213 WO 34861	\$540.42
		302157		BATTERIES VEH 3244 WO 34614	\$291.92
		302178		HORN RELAY VEH 3175 WO 34925	\$27.14
		302184		FILTERS VEH 3319 WO 34933	\$15.81
		302187		FILTERS VEH 3276 WO 34919	\$16.78
		302191		WS WASH VEH 3276 WO 34919	\$4.03
		302245		FLAP WHEEL VEH 3322 WO 34937	\$11.90
		302247		GLOSS PAINT VEH 3255 WO 34777	\$17.87
		302252		FILTERS/BELT VEH 6558 34902	\$42.32
		302292		AIR FILTER VEH 0030 WO 34912	\$10.65
		302302		ABOSRBENT VEH 7109 WO 34929	\$30.28



## City Of Richland

VL-1 Voucher Listing

From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		302324	210103	AIR FILTERS VEH 7150 WO 34936	\$88.60
		302349		RETURN AIR FILTER 7150 34936	(\$29.53)
		302356		STARTER ROPE VEH 7200 WO 34891	\$4.07
		302363		BRK CLEANER/LAMP 5036 34924	\$70.83
		302398		PUMP NOZZLE VEH 3237 WO 34955	\$54.14
		302409		FILTERS VEH 3195 WO 34944	\$17.83
		302410		FILTERS VEH 2290 WO 34943	\$17.83
		302411		U-JOINTS VEH 3285 WO 34858	\$26.40
		302412		BRAKE CLEANER VEH 3282 34827	\$40.79
		302413		BATTERIES VEH 3282 WO 34827	\$538.07
		302414		CORE CREDIT VEH 3320 WO 34940	(\$73.10)
		302418		BATTTERIES VEH 3320 WO 34940	\$464.96
		302433		DIST CAP/ROTOR VEH 3195 34928	\$77.02
		302439		ADAPTER VEH 3323 WO 34974	\$9.97
		302493		FILTERS VEH 3238 WO 34989	\$16.50
		302495		FILTERS VEH 2314 WO 34984	\$11.99
		302496		FILTERS VEH 1103 WO 34979	\$18.95
		302497		FILTERS VEH 1374 WO 34986	\$10.01
		302498		FILTERS VEH 2368 WO 34988	\$16.29
		302499		FILTERS VEH 2257 WO 34991	\$9.83
		302500		FILTERS VEH 1105 WO 34983	\$18.95
		302501		FILTERS VEH 1106 WO 34980	\$18.95
		302502		FILTERS VEH 2409 WO 34975	\$16.29
		302504		FILTERS VEH 1371 WO 34985	\$10.01
		302505		FILTERS VEH 1376 WO 34973	\$15.63
		302506		FILTERS VEH 1206 WO 34981	\$18.95
		302507		FILTERS VEH 0308 WO 34977	\$15.38
		302508		FILTERS VEH 1209 WO 34982	\$18.95
		302509		FILTERS VEH 1102 WO 34978	\$18.95
		302511		FILTERS VEH 2416 WO 34994	\$16.08
		302513		FILTERS VEH 2417 WO 34976	\$16.08
		302515		FILTERS VEH 2419 WO 34992	\$16.08
		302517		FILTERS VEH 3278 WO 34987	\$16.30
		302668		FLASHER VEH 3312 WO 34797	\$11.45
		302686		EXHAUST FLUID VEH 3321 34893	\$44.58
		302697		FUEL PUMP VEH 3195 WO 34928	\$74.39
		302711		EXHAUST FLUID VEH 3318 34968	\$14.86
		302734	210218	AIR FILTERS VEH 7149 WO 35045	\$227.34
		302836	210103	BATTERIES VEH 5038 WO 34865	\$666.56
		302840		BATTERIES VEH 3255 WO 34777	\$644.32
		302852	210218	SHOCKS VEH 3278 WO 35001	\$781.30



## City Of Richland

VL-1 Voucher Listing

From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		302869	210103	WIPERBLADES VEH 3280 WO 35004	\$17.78
		302902		CORE CREDIT VEH 3255 WO 34777	(\$24.37)
		302913	210218	RADIATOR VEH 2352 WO 35007	\$121.01
		302914	210103	TRANY MOUNT VEH 2352 WO 35007	\$35.54
		302941		AIR FILTER VEH 3230 WO 34651	\$51.94
		302944		IDLE/PIT ARMS VEH 2352 35007	\$235.21
		302947		LAMP VEH 7136 WO 35000	\$13.28
		302948		MOTOR MOUNTS VEH 2298 35014	\$115.92
		302949		BATTERY VEH 2304 WO 34882	\$85.17
		302966		BATTERY VEH 2409 WO 35016	\$115.50
		302968		BULB VEH 2344 WO 35008	\$8.58
		302969		LUBE-CLEANER VEH 7138 34850	\$27.75
		302973		CREEP VEH 7138 WO 34850	\$20.12
		303097		TIE RODS VEH 2352 WO 35007	\$98.51
		303107		WIPERBLADES VEH 5031 WO 35027	\$47.61
		303136		FILTERS VEH 3301 WO 35028	\$16.29
		303140		ALTERNATOR VEH 3301 WO 35022	\$195.56
		303175		STEERING DAMPER 3278 35001	\$45.93
		303178		BRAKES VEH 2352 WO 35007	\$168.15
		303179		HYD JACK OIL VEH 3285 35025	\$20.37
		303181		CORE CREDIT VEH 3301 WO 35022	(\$29.78)
		303182		RETURN IDLE/PIT ARMS	(\$82.81)
				RETURN BALANCER	(\$117.57)
				RETURN FILTER VEH 7141	(\$60.41)
		303184		RETURN DISC PADS VEH2352 35007	(\$21.28)
		303185		BATTERY VEH 1376 WO 34942	\$101.76
		303187		BRK CLEANER VEH 4000 WO 35020	\$32.81
		303192		BATTERY VEH 3301 WO 35022	\$154.99
		303227		BATTERY VEH 3268 WO 34904	\$93.60
		303268	210218	PLUG RELAY VEH 5032 WO 35033	\$59.93
		303269		SPARKPLUGS VEH 5032 WO 35033	\$61.08
		303270		SEALANT VEH 3175 WO 34925	\$15.37
		303278		WIPERBLADES VEH 3277 WO 35043	\$23.80
		303283		BATTERY VEH 4145 WO 35044	\$88.64
MCCURLEY CHEVROLET		309397	209988	REAR AXLE VEH 2369 WO 34967	\$1,473.05
		309898	210227	DIAGNOSIS VEH 2387 WO 35036	\$215.03
		310244	209988	LUBE LATCH VEH 2393 WO 34927	\$53.76
		311868	210227	TRANY FLUSH VEH 1371 WO 35032	\$1,110.98
		848161	209988	HANDLE VEH 2289 WO 34956	\$69.84
		848241		SENSORS VEH 3268 WO 34904	\$213.05
		848582		HANDLE VEH 2289 WO 34956	\$69.84



## City Of Richland

VL-1 Voucher Listing

From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MCCURLEY CHEVROLET		848707	209988	MODULE VEH 3195 WO 34928	\$146.25
		848737		HOUSING VEH 1376 WO 34942	\$332.36
		848738		GASKETS VEH 3195 WO 34928	\$81.99
		849171	210227	PARTS GUIDE VEH 2289 WO 34956	\$23.67
		849385		ARM KIT VEH 2352 WO 35007	\$120.73
		CM848161	209988	RETURN HANDLE VEH 2289 34956	(\$69.84)
MOBILE FLEET SERVICE INC		1240550061	210232	AIR COND VEH 3230 WO 34651	\$7,971.84
OXARC INC		R245067	210331	CYLINDERS-GASES	\$98.69
PUBLIC FLEET MANAGERS ASSOCIATION		959	210008	2014 ANNUAL PFMA DUES/WILLIS	\$120.00
RMT EQUIPMENT		Q82387	210340	HYD CYLINDERS VEH 6558 34965	\$594.50
SIX STATES DISTRIBUTORS INC		06 208179	210016	POWER TAKEOFF VEH 3175 34925	\$1,535.91
TACOMA SCREW PRODUCTS INC		22090001	210020	IMPACT ADAPTER VEH 0800 34966	\$25.42
		22090406	210260	SCREW-NUTS VEH 7141 WO 35005	\$131.59
TEREX SERVICES		90169384	210022	WEAR PADS VEH 3251 WO 34729	\$181.32
TIRE FACTORY INC DBA		03-99346	210265	TIRES VEH 7092 WO 35040	\$3,043.98
		03-99482		ALIGNMENT VEH 3278 WO 35001	\$56.26
		03-99490		ALIGNMENT VEH 2352 WO 35007	\$56.26
		03-99493		TIRES VEH 3161 WO 35046	\$144.58
		168378	210027	FLOOR MAT VEH 1381 WO 34887	\$51.98
TOYOTA OF TRI-CITIES TRANSPORT EQUIPMENT CO INC DBA		155567	210028	WTR PUMP VEH 3281 WO 34859	\$906.31
		155644		STRAPS VEH 7092 WO 34907	\$57.28
		155657		SWITCH VEH 3213 WO 34861	\$130.82
		155658		LOW BEAM VEH 3279 WO 34897	\$7.26
		155717		OIL SEALS VEH 3312 WO 34826	\$75.03
		155788		FOG KIT VEH 5036 WO 34924	\$180.61
		155849		WRENCH VEH 3282 WO 34827	\$48.44
		155972		SHOCKS VEH 3312 WO 34826	\$119.58
		156361	210268	FILTER KIT VEH 5038 WO 34865	\$72.54
		214232	210028	CORE CREDIT VEH 3281 34859	(\$258.03)
		0093492	210030	BATTERY VEH 6558 WO 34902	\$62.80
		93602		12V BATTERY VEH 0030 WO 34961	\$72.93
WASHINGTON COMMUNICATIONS LLC DBA		352265	210357	LIGHT BAR VEH 1102 WO 35089	\$48.88
		352934		LIGHT BAR VEH 1106 WO 35088	\$48.88
		352935		LIGHT BAR VEH 1107 WO 35087	\$48.88
WESTERN PETERBILT INC		557811	210277	LIGHTBAR VEH 1211 WO 34911	\$1,480.93
		H218245	210047	KING PIN VEH 3312 WO 34826	\$1,143.04
		H218450		GEAR VEH 3312 WO 34826	\$1,229.34
WESTERN STATES EQUIPMENT COMPANY		PC110271753	210048	FILTERS VEH 7138 WO 34849	\$365.81
		PC110271754		ELEMENTS VEH 7123 WO 34844	\$164.07
		PC110271755		AIR FILTERS VEH 7090 WO 34843	\$76.72
		PC110271756		ELEMENTS VEH 7138 WO 34842	\$235.90



## City Of Richland

VL-1 Voucher Listing

From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESTERN STATES EQUIPMENT COMPANY		PC110272940	210358	PLUG KIT VEH 3291 WO 34958	\$9.89
		WO110095094	210048	STARTER VEH 7130 WO 34918	\$1,860.78
WESTERN SYSTEMS & FABRICATION INC		6657	210049	JOY STICK VEH 3311 WO 34818	\$1,283.03
		6658		JOY STICK VEH 3283 WO 34879	\$1,296.96
		6668		SOLENOID VALVES VEH 3314 34860	\$119.83
		6674		ELEMENT VEH 3244 WO 34614	\$116.26
		6680		SINGLE VANE VEH 3285 WO 34858	\$3,092.42
		6686		SWITCH VEH 3281 WO 34898	\$147.21
		6753		BEARINGS VEH 3312 WO 34832	\$706.74
WONDRACK DISTRIBUTING INC		0437955	210050	OFF ROAD DYED DIESEL/LANDFILL	\$5,547.96
		0438236	210282	OFF ROAD DYED DIESEL/LANDFILL	\$4,278.11
		0727926	210050	CARDLOCK FUEL 2/9-2/15/14	\$16,687.55
		0728000	210282	CARDLOCK FUEL 2/16-2/22/14	\$13,152.93

EQUIPMENT MAINTENANCE TOTAL \*\*\*\*

\$108,569.00

EQUIPMENT MAINTENANCE FUND Total \*\*\*

\$108,569.00

## FUND 505

## PUBLIC WORKS ADMIN &amp; ENGINEER

## Division:

450

## PW ADMIN &amp; ENGINEERING

ABADAN INC		ARIN046053	210148	ASBUILTS	\$5.74
		ARIN046171		ASBUILTS	\$38.46
		CNIN081730		XEROX 6604 MAINT 2/23-3/22/14	\$18.39
AT&T WIRELESS		1/14-287243288881	209918	#287243288881 12/27/13-1/26/14	\$555.25
BENTON COUNTY TREASURER		011026	209921	SURVEY PRINTS-JAN 2014	\$8.41
BENTON FRANKLIN WALLA WALLA COUNTIES		2014 DUES	209923	BFWWC 2014 DUES-ROGALSKY	\$112.50
CITY OF RICHLAND		021114	209939	PUBLIC WORKS RECORDING FEES	\$96.88
		021814	209940	ENCROACHMENT PERMITS	\$224.00
		14-072 ALDRICH	210297	WTR FAC MTG/LACEY/ALDRICH	\$181.52
DKS ASSOCIATES	P053380	0054031	210191	STREET LIGHT STANDARD REVIEW &	\$1,091.86
FRONTIER	S015611	2/14-206-188-2614	210204	TELEPHONE CHARGES 2/19/14-3/18	\$59.67
PETERS, JEFF		14-046 PETERS	210332	WSDOT MTG/OLYMPIA/PETERS	\$346.82
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$532.23
PRO BUILD COMPANY LLC		71443532	210243	BROWN FELT PAPER	\$18.94
RICHLAND ACE HARDWARE		40393	210247	PAINT TRAY/ROLLERS	\$13.60
ROGALSKY, PETER		14-076 ROGALSKY	210010	HTC MTG/OLYMPIA/ROGALSKY	\$174.16
US BANK EQUIPMENT FINANCE INC		247075328	210034	6604 COPIER CONTRACT PAYMENT	\$81.60

PW ADMIN &amp; ENGINEERING TOTAL \*\*\*\*

\$3,560.03

PUBLIC WORKS ADMIN &amp; ENGINEER Total \*\*\*

\$3,560.03

## FUND 520

## HEALTH CARE/BENEFITS PLAN

## Division:

222

## EMPLOYEE BENEFIT PROGRAM



## City Of Richland

VL-1 Voucher Listing

From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LIFE INSURANCE COMPANY OF NORTH AMERICA		2/2014-FLI051384	210115	FLI051384 PREMIUMS-FEB 2014	\$9,145.14
		2/2014-LK030278		LK030278 PREMIUMS-FEB 2014	\$10,910.31
		2/2014-OK807703		OK807703 PREMIUMS-FEB 2014	\$2,497.30
MAGELLAN BEHAVIORAL HEALTH		MAR 2014	210225	EAP PREMIUMS-MARCH 2014	\$676.46
<b>EMPLOYEE BENEFIT PROGRAM TOTAL ****</b>					<b>\$23,229.21</b>
<b>HEALTH CARE/BENEFITS PLAN Total ***</b>					<b>\$23,229.21</b>
<b>FUND 611</b>	<b>FIREMAN'S PENSION</b>				
<b>Division:</b>	216	<b>FIRE PENSION</b>			
ANDERS, PETER		AP00003702261401	210053	MEDICARE PREMIUM/ANDERS	\$104.90
BOWLS, DAVID		AP00003502261401	210061	MEDICARE PREMIUM/BOWLS	\$104.90
CANFIELD, HARRY R		AP00000402261401	210064	MEDICARE PREMIUM/CANFIELD	\$104.90
CANTLEY VISION INC DBA		122413AM	210290	VISION DOS 12/24/13	\$92.50
CARRICK, HENRY		AP00000502261401	210068	MEDICARE PREMIUM/CARRICK	\$104.90
CLARK, FRANK M		AP00000602261401	210075	MEDICARE PREMIUM/CLARK	\$104.90
COLUMBIA INDUSTRIES SUPPORT LLC		150744	209945	SHREDDING SRVCS 1/29/14	\$10.44
DOWNES, DANNY		AP00005102261401	210086	MEDICARE PREMIUM/DOWNES	\$104.90
ELIASON, CURTIS		AP00003302261401	210088	MEDICARE PREMIUM/ELIASON	\$104.90
ESTY, RAYMOND J		AP00000902261401	210089	MEDICARE PREMIUM/ESTY	\$104.90
FERRIANS, ALLEN LARRY		AP00006002261401	210090	MEDICARE PREMIUM/FERRIANS	\$104.90
GOTTLIEB, ROBERT DDS		010814MB	209963	200275MB DOS 1/8/14	\$3.00
HOUCHIN, EARL		AP00001202261401	210099	MEDICARE PREMIUM/HOUCIN	\$104.90
JOHNSON, NEILS E		AP00003402261401	210101	MEDICARE PREMIUM/JOHNSON	\$104.90
JONES, HAROLD		AP00005502261401	210102	MEDICARE PREMIUM/JONES	\$104.90
KEYS, JACK D		AP00006202261401	210112	MEDICARE PREMIUM/KEYS	\$104.90
LAHTI, ROGER P		011514RL	209983	N/C RX DOS 1/15/14	\$73.69
		021814RL		VISION DOS 2/18/14	\$60.00
		AP00006402261401	210113	MEDICARE PREMIUM/LAHTI	\$104.90
MADISON, THOMAS DDS		011014AF	210322	DENTAL DOS 1/10/14	\$11.00
MITCHELL, RAYMOND L		AP00001502261401	210123	MEDICARE PREMIUM/MITCHELL	\$104.90
MYERS, EDWARD A		AP00007602261401	210125	MYERS/MEDICARE PREMIUM	\$104.90
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$40.83
POLLARD, JAMES		AP00004802261401	210129	MEDICARE PREMIUM/POLLARD	\$99.90
RICHARDSON, TODD L OD		022014AF	210337	#06586 VISION DOS 2/20/14	\$732.00
RONEY, LARRY		AP00003602261401	210133	MEDICARE PREMIUM/RONEY	\$104.90
WALGREENS PHARMACY		013014FIRE	210041	N/C RX DOS 9/16/13-1/30/14	\$2,389.43
WEST, ROYAL		AP00002002261401	210143	MEDICARE PREMIUM/WEST	\$104.90
WILLIAMSON, CRAIG E		AP00007502261401	210144	MEDICARE PREMIUM/WILLIAMSON	\$103.90
<b>FIRE PENSION TOTAL ****</b>					<b>\$5,504.89</b>
<b>FIREMAN'S PENSION Total ***</b>					<b>\$5,504.89</b>



## City Of Richland

VL-1 Voucher Listing

From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
<b>FUND 612</b>	<b>POLICEMEN'S RELIEF &amp; PENSION F</b>				
<b>Division:</b>	217	POLICE PENSION			
BAKER, MARSHALL R		AP00006302261401	210054	MEDICARE PREMIUM/BAKER	\$104.90
BATES, LAURIE VERN JR		AP00004902261401	210055	MEDICARE PREMIUM/BATES	\$104.90
BEDEN, LARRY		AP00003802261401	210056	MEDICARE PREMIUM/BEDEN	\$104.90
BRADSHAW, DENNIS L DDS		120313JG	209929	DENTAL DOS 12/3/13	\$261.00
BRUNSON, DALE A		AP00004202261401	210063	MEDICARE PREMIUM/BRUNSON	\$104.90
CLEAVENGER, WILL J		AP00007302261401	210076	MEDICARE PREMIUM/CLEAVENGER W	\$104.90
CLEMENTS, JOHN M		102613JC	209942	DERMATOLOGIST DOS 10/26/13	\$45.05
		AP00007402261401	210077	MEDICARE PREMIUM/CLEMENTS	\$104.90
COLUMBIA INDUSTRIES SUPPORT LLC		150744	209945	SHREDDING SRVCS 1/29/14	\$10.44
COUCH, LARRY		AP00006602261401	210079	MEDICARE PREMIUM/COUCH	\$104.90
DEMYER, JAMES J		AP00008002261401	210082	MEDICARE PREMIUM/DEMYER	\$104.90
DERRICK, GEORGE		AP00000702261401	210083	MEDICARE PREMIUM/DERRICK	\$104.90
DUCHEMIN, ROGER		AP00000802261401	210087	MEDICARE PREMIUM/DUCHEMIN	\$104.90
GANLEY, JOHN M		AP00007902261401	210093	MEDICARE PREMIUM/GANLEY	\$104.90
HIGGINS, FRED C		AP00007802261401	210097	HIGGINS MEDICARE PREMIUM	\$104.90
LEWIS, DAVID L		AP00004302261401	210114	MEDICARE PREMIUM/LEWIS	\$104.90
LOHDEFINCK, RICHARD N		AP00002302261401	210116	MEDICARE PREMIUM/LOHDEFINCK	\$104.90
MANUEL, D ART		AP00002502261401	210120	MEDICARE PREMIUM/MANUEL	\$104.90
MOORE, ROBERT		AP00007102261401	210124	MEDICARE PREMIUM/MOORE	\$104.90
PITNEY BOWES PURCHASE POWER		1/14-1127-9365	210238	POSTAGE 1/1-1/31/14	\$40.83
SPARKS, DAVID W		AP00005902261401	210137	MEDICARE PREMIUM/SPARKS	\$104.90
THOMAS, GERALD D		AP00003202261401	210139	MEDICARE PREMIUM/THOMAS G	\$104.90
TURNER, ROY		AP00003102261401	210141	MEDICARE PREMIUM/TURNER	\$104.90
WALGREENS PHARMACY		012914POLICE	210041	N/C RX DOS 9/3/13-1/29/14	\$1,712.36
WENDLAND, WALTER		AP00001902261401	210142	MEDICARE PREMIUM/WENDLAND	\$104.90
WILMOTH, ROD		AP00004502261401	210145	MEDICARE PREMIUM/WILMOTH	\$104.90
ZIMMERMAN, GERALD		AP00005002261401	210146	MEDICARE PREMIUM/ZIMMERMAN	\$104.90
<b>POLICE PENSION TOTAL ****</b>					<b>\$4,377.48</b>
<b>POLICEMEN'S RELIEF &amp; PENSION F Total ***</b>					<b>\$4,377.48</b>
<b>FUND 641</b>	<b>SOUTHEAST COMMUNICATIONS CTR</b>				
<b>Division:</b>	600	SECOMM OPERATIONS GENERAL			
BUILDERS HARDWARE & SUPPLY CO INC		S3301629.001	209931	PROXY CARDS	\$149.72
CENTURYLINK		2/14-313896250	210173	BUSINESS LINE 2/6-3/6/14	\$90.12
		2/14-509-624-3863	210172	GENERAL PHONE 2/16-3/16/14	\$7.31
FRONTIER		2/14-206-188-1060	210204	GENERAL PHONE 2/19-3/18/14	\$370.68
		2/14-206-188-2381	209960	E911/GENERAL 2/10-3/9/14	\$223.33
		2/14-509-628-2608		GENERAL 2/7-3/6/14	\$77.82



## City Of Richland

VL-1 Voucher Listing

From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
POCKETINET COMMUNICATIONS INC		37524	210004	INTERNET/WIRELESS TRANS-MAR'14	\$346.50
RIGGLE PLUMBING INC	P053629	25785	210009	REPLACE BACKFLOW ASSEMBLY & TE	\$2,064.84
VERIZON WIRELESS		9719583851	210036	CELLPHONES 2/7-3/6/14	\$279.12
<b>SECOMM OPERATIONS GENERAL TOTAL ****</b>					<b>\$3,609.44</b>
<b>Division:</b> 601	E911 OPERATIONS				
FRONTIER		2/14-206-188-2381	209960	E911/GENERAL 2/10-3/9/14	\$223.32
		2/14-509-735-2383		E911 2/7-3/6/14	\$132.10
NETCASTERS INC		45397	209992	ONLINE TRNG MGMT-FEB 2014	\$220.00
PHOENIX MAPS		0004244	210237	2 TRI CITIES MAP BOOKS	\$106.13
POCKETINET COMMUNICATIONS INC		37524	210004	INTERNET/WIRELESS TRANS-MAR'14	\$270.75
<b>E911 OPERATIONS TOTAL ****</b>					<b>\$952.30</b>
<b>Division:</b> 602	SECOMM AGENCY				
APOLLO SHEET METAL INC		126811	209917	HVAC MAINT SERVICE CALL	\$80.77
MID COLUMBIA CONSTRUCTION INC DBA		1045131	209990	APPLY DE-ICER 2/7-2/8/14	\$200.35
		1045195	210229	SNOW REMOVAL-DE-ICER 2/9/14	\$105.60
OXARC INC		F297181	209999	FIRE EXTINGUISHER ANNUAL MAINT	\$89.65
<b>SECOMM AGENCY TOTAL ****</b>					<b>\$476.37</b>
<b>SOUTHEAST COMMUNICATIONS CTR Total ***</b>					<b>\$5,038.11</b>
<b>FUND 642</b>	<b>800 MHZ PROJECT</b>				
<b>Division:</b> 610	800 MHZ				
APOLLO SHEET METAL INC		126811	209917	HVAC MAINT SERVICE CALL	\$80.78
BENTON PUD	P053707	2/14-3423907365	209924	RATTLSSNAKE MTN RACK LEASE	\$2,515.75
KLICKITAT COUNTY PUD		2/14-69552623	209982	GOLGATHA UTILITIES 12/31-2/3	\$224.87
<b>800 MHZ TOTAL ****</b>					<b>\$2,821.40</b>
<b>800 MHZ PROJECT Total ***</b>					<b>\$2,821.40</b>
<b>FUND 643</b>	<b>EMERGENCY MANAGEMENT</b>				
<b>Division:</b> 620	STATE / LOCAL ASSISTANCE				
MID COLUMBIA CONSTRUCTION INC DBA		1045131	209990	APPLY DE-ICER 2/7-2/8/14	\$50.09
		1045195	210229	SNOW REMOVAL-DE-ICER 2/9/14	\$26.40
OXARC INC		F297181	209999	FIRE EXTINGUISHER ANNUAL MAINT	\$22.41
				FIRE EXTINGUISHER ANNUAL MAINT	\$22.42
VERIZON WIRELESS		9719583851	210036	CELLPHONES 2/7-3/6/14	\$57.75
				CELLPHONES 2/7-3/6/14	\$40.01
<b>STATE / LOCAL ASSISTANCE TOTAL ****</b>					<b>\$219.08</b>
<b>Division:</b> 621	RADIOLOGICAL EMGCY PREPAREDNES				
MID COLUMBIA CONSTRUCTION INC DBA		1045131	209990	APPLY DE-ICER 2/7-2/8/14	\$50.09
		1045195	210229	SNOW REMOVAL-DE-ICER 2/9/14	\$26.40



## City Of Richland

VL-1 Voucher Listing

From: 2/24/2014 To: 3/7/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
OXARC INC		F297181	209999	FIRE EXTINGUISHER ANNUAL MAINT	\$22.41
<b>RADIOLOGICAL EMGCY PREPAREDNES TOTAL****</b>					<b>\$98.90</b>
<b>Division: 622 DOE EMERGENCY PREPAREDNESS</b>					
MID COLUMBIA CONSTRUCTION INC DBA		1045131	209990	APPLY DE-ICER 2/7-2/8/14	\$50.09
		1045195	210229	SNOW REMOVAL-DE-ICER 2/9/14	\$26.39
PACIFIC OFFICE AUTOMATION		Z65982	210000	F551N FAX MAINT 2/25-5/25/14	\$50.84
VERIZON WIRELESS		9719583851	210036	CELLPHONES 2/7-3/6/14	\$57.75
<b>DOE EMERGENCY PREPAREDNESS TOTAL ****</b>					<b>\$185.07</b>
<b>Division: 623 JURISIDITION</b>					
APOLLO SHEET METAL INC		126811	209917	HVAC MAINT SERVICE CALL	\$80.77
MID COLUMBIA CONSTRUCTION INC DBA		1045131	209990	APPLY DE-ICER 2/7-2/8/14	\$50.09
		1045195	210229	SNOW REMOVAL-DE-ICER 2/9/14	\$26.40
OXARC INC		F297181	209999	FIRE EXTINGUISHER ANNUAL MAINT	\$22.41
PACIFIC OFFICE AUTOMATION		Z65982	210000	F551N FAX MAINT 2/25-5/25/14	\$50.85
POCKETINET COMMUNICATIONS INC		37524	210004	INTERNET/WIRELESS TRANS-MAR'14	\$148.50
RIGGLE PLUMBING INC	P053629	25785	210009	REPLACE BACKFLOW ASSEMBLY & TE	\$2,064.83
<b>JURISIDITION TOTAL ****</b>					<b>\$2,443.85</b>
<b>EMERGENCY MANAGEMENT Total ***</b>					<b>\$2,946.90</b>



## City Of Richland

VL-1 Voucher Listing

From: 2/24/2014 To: 3/7/2014

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

\$1,282,056.42

## Number of Invoices

## Amount

Vouchers In Richland	278	\$82,691.20
Vouchers In Tri Cities	139	\$229,967.52
Vouchers In WA	214	\$388,361.45
Vouchers Outside WA	433	\$581,036.25
Vouchers Final Total.....	1064	\$1,282,056.42

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$349.69	0.03%
2	BENEFITS	\$32,498.20	2.53%
3	SUPPLIES	\$222,626.29	17.36%
4	OTHER SERVICES & CHARGES	\$488,090.26	38.07%
5	INTERGOVERNMENTAL SERVICES	\$170,349.78	13.29%
6	CAPITAL PROJECTS	\$273,174.21	21.31%
	MACHINERY & EQUIPMENT	\$16,608.76	1.3%
9	INTERFUND SERVICES	\$8,460.94	0.66%
	INVENTORY PURCHASES	\$69,898.29	5.45%
	Total	\$1,282,056.42	



## Council Agenda Coversheet

Council Date: 02/18/2014

Category: Consent Calendar

Agenda Item: B1

Key Element: Key 2 - Infrastructure & Facilities

Subject: COLUMBIA PLAYFIELD PARKING AGREEMENTS

Department: Parks and Recreation

Ordinance/Resolution: 33&34-14

Reference:

Document Type: Resolution

### Recommended Motion:

Authorize the City Manager to sign and execute lease agreements with the McAdeli Partnership and Kadlec Regional Medical Center for the use of parking facilities at the Columbia Playfields.

### Summary:

The Columbia Playfield (CP) complex consists of: four lighted softball fields with bleachers; concessions and restrooms; one little league field with bleachers; a playground structure; and a trail system. The park is adjacent to the City's George Prout Memorial Pool and Richland High School facilities, including the Fran Rish football stadium and track, varsity baseball field, tennis courts and basketball courts.

Council discussed parking at CP during the 1-22-13 workshop. The City's parking lots at the northwest corner and the central portion of the park are heavily used seasonally by athletic field and swimming pool users. The northwest parking lot is additionally used by the adjacent Stevens Building (SB) and by Kadlec Regional Medical Center (KRMC) employees. The City has an existing lease agreement for 30 spaces with the SB owners dating from 1983. The lease expires July of 2016 and the owner is now seeking another 30 year extension to meet financing requirements. KRMC does not currently use the lot under an agreement with the City. The current market rate for parking in this area as developed by the parking lot consultant Carl Walker, Inc. is approximately \$95/space/year.

The existing CP master plan includes three parking lot expansions to increase parking by a total of 87 spaces. Twenty-six of the spaces will be constructed this year in the east portion of the park connecting the north and central lots and funded by 2013 lodging taxes. Another 46 space expansion near the George Prout Pool is funded as part of the KRMC Development Agreement. A third 15 space expansion of the central parking lot is currently unfunded. The existing Richland School District (RSD) lots in the north (129 spaces) and south (235 spaces) portions of the site are additionally available for Richland park users after school hours, seasonally, and weekends. The use of RSD facilities is covered in the City's existing interlocal agreement with RSD for cooperative recreational use.

A lease modification with the SB owner will reduce their parking from 30 non-exclusive to 14 exclusive spaces and provide a reciprocal agreement for public use of their private parking lot nights/weekends. A new one-year lease with KRMC for 50 spaces will charge a market rate for their use of the CP parking lot. The lot will be time restricted to three hours and KRMC will receive parking passes exempt from the time restriction. The SB will have exclusive use of 14 parking spaces 6am-6pm by permit.

### Fiscal Impact?

☒ Yes ☐ No

The lease revenue of approximately \$4,750 for one year from KRMC plus another approximately \$1,330 annually from SB will be deposited into the Undesignated Park Reserve Fund to manage parking at the Columbia Playfields.

### Attachments:

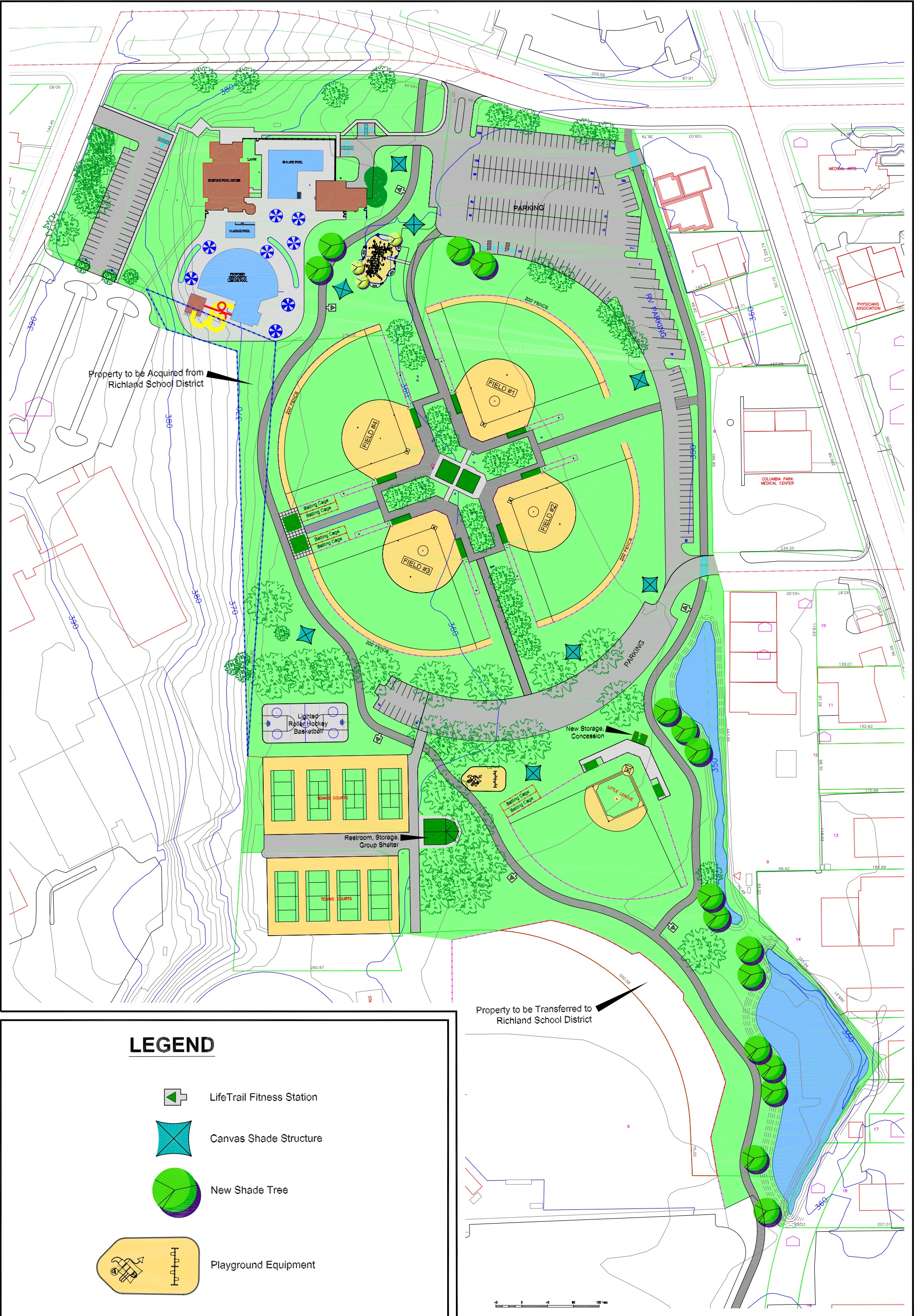
- 1) Columbia Playfield Master Plan
- 2) Columbia Playfield Parking Diagram
- 3) Resolution 33-14
- 4) McAdeli Group Lease Modification
- 5) Resolution 34-14
- 6) Kadlec Regional Medical Center Lease
- 7) Columbia Playfield Original 1983 Parking Lot Lease

City Manager Approved:

Hopkins, Marcia  
Mar 14, 10:28:56 GMT-0700 2014

# COLUMBIA PLAYFIELD MASTER PLAN

## NOVEMBER 2006

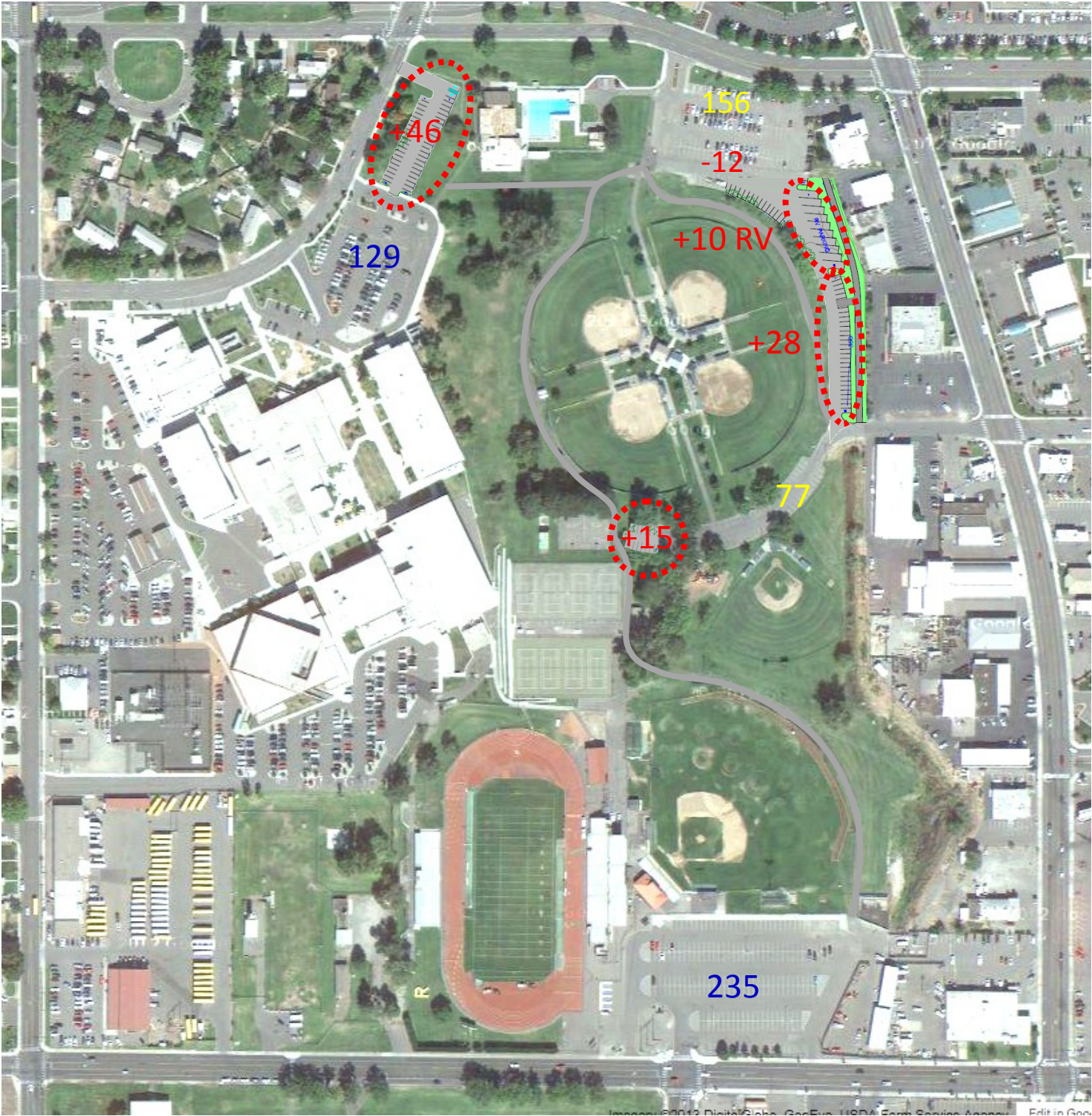


# Columbia Playfield

Existing Parking

Proposed Parking

RSD Cooperative Parking



# Columbia Playfield

## Parking Supply

	Existing COR parking	RSD reciprocal parking	Proposed COR Parking	Total Supply <u>including</u> the RSD parking	Total Supply <u>excluding</u> the RSD parking
# spaces	233	364	87	684	320

## Parking Demand

	George Prout Pool	Greater National Little League	Tri-City Girls Fastpitch Softball	General Park use	Kadlec	Stevens Building (owner requesting 30)	Total Demand	Net Supply <u>including</u> the RSD parking	Net Supply <u>excluding</u> the RSD parking
# spaces current	45	60	180	15	100	30	430	254	-110
# spaces opt 1	45	60	180	15	50	14	364	320	-44
# spaces opt 2	45	60	180	15	0	14	314	370	6

RESOLUTION NO. 33-14

A RESOLUTION OF THE CITY OF RICHLAND  
authorizing the execution of a lease modification and  
extension with the McAdeli Group for parking at the Columbia  
Playfield.

WHEREAS, the City entered into a 30 year lease agreement with the Stevens Building Partnership in 1983 to utilize 30 spaces at the city owned Columbia Playfield for private use to meet the minimum parking requirement in the zoning code ending in 2016;  
and

WHEREAS, the McAdeli Group assumed the Stevens Building Partnership lease;  
and

WHEREAS, the McAdeli group proposes to modify and extend said agreement;  
and

WHEREAS, the City modified the minimum parking requirement in the zoning code;  
and

WHEREAS, the lease modification is advantageous for the City because the number of leased parking spaces is reduced from 30 to 14 to meet the minimum parking requirement in the zoning code and the McAdeli group is making their private parking lot available for Columbia Playfield users on evenings and weekends; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute a lease modification and extension with the McAdeli Group for parking at the Columbia Playfield.

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 18th day of March, 2014.

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DAVID ROSE  
Mayor

ATTEST:

APPROVED AS TO FORM:

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MARCIA HOPKINS  
City Clerk

---

HEATHER KINTZLEY  
City Attorney

**ADDENDUM  
TO  
JOINT USE AND LEASE AGREEMENT**

THIS ADDENDUM is made on the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF RICHLAND, Lessor, (herein the "City"), and TERRY LYNN McCARDLE and SUZANNE BEE McCARDLE, Trustees of THE McCARDLE 1991 FAMILY TRUST, as to a one third (1/3) undivided interest, DAVID M. ADELMAN and PHYLLIS JOHNSON ADELMAN, Trustees of THE DAVID M. AND PHYLLIS JOHNSON ADELMAN REVOCABLE LIVING TRUST, as to a one-third (1/3) undivided interest and MAURICE LIEBMAN and MOLLY LIEBMAN, husband and wife, as to a one-third (1/3) undivided interest, Tenants in Common, Lessee (herein the "McAdeli Group").

**WHEREAS**, on October 12, 1983, the McAdeli Group's Predecessors, ROBERT DENSLOW, RICHARD W. SHANNON, GERALD C. FREY, KENLEY B. GARD, BERNARD P. BUSCH and RALPH CABLE, d/b/a the STEVENS CORNER PARTNERSHIP, (herein the "Partnership") entered into a Joint Use and Lease Agreement with the CITY OF RICHLAND for 30 non-exclusive vehicular parking spaces for 30 years at the north Columbia Playfield parking lot effective July 18, 1986 to July 18, 2016; and

**WHEREAS**, on August 30, 2002, the Partnership assigned its interest in the Joint Use and Lease Agreement to the McAdeli Group; and

**WHEREAS**, the McAdeli Group and the City wish to amend said agreement as follows:

1. **Parking Right Modified.** The parties agree to reduce The McAdeli Group's existing right to parking in the City-owned north Columbia Playfield parking lot to 14 spaces specifically designated for exclusive use by tenants, and tenant invitees, at Stevens Corner Medical/Professional Office Building. The period of exclusive use shall be Monday through Friday, 6:00 am to 6:00 pm.

2. **Zoning Compliance.** The City warrants that this reduced parking allotment at the Columbia Playfield lot, together with existing on site parking, meets all applicable zoning conditions related to parking for the Stevens Corner Medical/Professional Office Building. The City agrees to increase the exclusive parking allotment should City zoning requirements related to

parking result in need for additional spaces in the future. Lessor and Lessee agree to cooperatively locate the 14 spaces for the convenience of the building users and overall ease of parking lot management by the City. The cost of signage and other delineation shall be borne by the City as property manager for the Columbia Playfield parking lot. The City agrees that Lessee, its tenants, and tenant invitees may also use the balance of the Columbia Playfield parking on the same basis as the general public.

3. **Rent.** Rent beginning August 1, 2014 shall be reduced to \$1,336.92, inclusive of the Washington State Leasehold Tax, and shall continue to be paid annually on or before August 1<sup>st</sup> of each year. \$1,336.92 shall be the basis from which subsequent rent adjustments are computed; provided, on the lease anniversary date after which Kadlec Regional Medical Center begins paying rent for use of the Columbia Playfield parking facility rent shall be increased by 10%. The CPI index used for future adjustments shall be the "All Items Urban Wage Earners and Clerical Workers Index for Seattle-Tacoma-Bremerton 1982-84=100, published by the Bureau of Labor Statistics, US Department of Labor", or some other similar and appropriate index if the foregoing index is no longer utilized.

4. **Use Of Lessee Parking Area.** The McAdeli Group's parking area facing Lee and Stevens, at its Stevens Corner Medical/Professional Office Building, shall be available on weekends and evenings for event parking, provided the City establishes adequate measures for policing and signage. The parties agree to work together to develop reasonable standards. Policing and enforcement of parking regulations within the City owned Columbia Playfield lot shall be and remain the responsibility of the City.

5. **Term.** This Joint Use and Lease Agreement shall be extended for a period of thirty (30) additional years beginning on August 1, 2014, and continuing through July 17, 2044. This effective date shall apply regardless of final execution date of this Addendum by all parties.

6. **Dispute Resolution.** In the event of any claims or disputes arising out of this agreement, the parties hereby agree to submit the same to binding arbitration pursuant to RCW 7.04A at a location to be mutually agreed upon in Benton County, Washington. In the event the

parties are unable to promptly agree upon an arbitrator, the same shall be selected by the presiding judge for Benton County Superior Court at the request of either party. The mandatory arbitration rules, as implemented in Benton County Superior Court, shall be binding as to procedure. The prevailing party in any such dispute shall be entitled to recover reasonable attorney's fees.

7. Existing **Terms and Conditions**. All other terms and conditions of the subject Joint Use and Lease Agreement dated October 12, 1983, and assignment of interest dated August 30, 2002, shall remain the same.

CITY OF RICHLAND

THE McADELI GROUP

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

By: \_\_\_\_\_  
TERRY LYNN McCARDLE, Trustee  
of The McCardle 1991 Family Trust

By: \_\_\_\_\_  
SUZANNE BEE McCARDLE, Trustee  
of The McCardle 1991 Family Trust

By: \_\_\_\_\_  
DAVID M. ADELMAN, Trustee  
of The David M. and Phyllis Johnson  
Adelman Revocable Living Trust

By: \_\_\_\_\_  
PHYLLIS JOHNSON ADELMAN, Trustee  
of The David M. and Phyllis Johnson  
Adelman Revocable Living Trust

By: \_\_\_\_\_  
MAURICE LIEBMAN

By: \_\_\_\_\_  
MOLLY LIEBMAN

Approved as to Form:

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

STATE OF WASHINGTON     )  
  ) ss.  
County of Benton         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Richland, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
County of Benton             )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Attorney of the City of Richland, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
County of Benton             )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Clerk of the City of Richland, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF CALIFORNIA            )  
  ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that TERRY LYNN McCARDLE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it the Trustee of The McCardle 1991 Family Trust, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public in and for the State of  
California, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF CALIFORNIA            )  
  ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that SUZANNE BEE McCARDLE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of The McCardle 1991 Family Trust, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public in and for the State of  
California, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF CALIFORNIA            )  
  ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that DAVID M. ADELMAN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of The David M. and Phyllis Johnson Adelman Revocable Living Trust, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public in and for the State of  
California, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF CALIFORNIA            )  
  ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that PHYLLIS JOHNSON ADELMAN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of The David M. and Phyllis Johnson Adelman Revocable Living Trust, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public in and for the State of  
California, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
County of Benton         )

I certify that I know or have satisfactory evidence that MAURICE LIEBMAN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
County of Benton         )

I certify that I know or have satisfactory evidence that MOLLY LIEBMAN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

RESOLUTION NO. 34-14

A RESOLUTION OF THE CITY OF RICHLAND  
authorizing the execution of a lease agreement with Kadlec  
Regional Medical Center for parking at the Columbia Playfield.

WHEREAS, Kadlec Regional Medical Center employees utilize the City-owned parking lot at Columbia Playfield; and

WHEREAS, the City leases a portion of said parking lot to an adjacent medical office building to meet the minimum parking requirements of the zoning code at a market rate; and

WHEREAS, the parking lot does not currently meet the demand for public and private parking during the peak recreation season; and

WHEREAS, Kadlec Regional Medical Center typically occupies between 50 and 100 spaces per day in said parking lot; and

WHEREAS, a lease agreement with Kadlec Regional Medical Center will limit their use to up to 50 spaces; and

WHEREAS, a parking management system will be developed to time restrict parking at the Columbia Playfields to be accompanied with parking passes for leased spaces not subject to the time restriction; and

WHEREAS, a lease agreement with Kadlec Regional Medical Center will limit their use to up to 50 spaces; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute a lease modification and extension with the McAdeli Group for parking at the Columbia Playfield.

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 18th day of March, 2014.

---

DAVID ROSE  
Mayor

ATTEST:

APPROVED AS TO FORM:

---

MARCIA HOPKINS  
City Clerk

---

HEATHER KINTZLEY  
City Attorney

**FACILITY USE LEASE AGREEMENT**

**With Kadlec Regional Medical Center**

**Columbia Playfield Parking Lot**

THIS AGREEMENT, entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Richland, a Washington municipal corporation and city of the first class, (hereinafter referred to as the "City"), and Kadlec Regional Medical Center, a Washington corporation (hereinafter referred to as the "Lessee").

**WITNESSETH:**

The City hereby leases to Lessee, and Lessee hereby leases from City, subject to the terms, conditions and covenants hereinafter set forth, the following property situated in City of Richland, Benton County, Washington, commonly described as follows: 50 undesignated parking spaces in the north parking lot of the Columbia Playfields.

**1. TERM**

This Agreement shall be for a term not to exceed one year from the effective date above.

**2. USE OF PREMISES**

The Lessee is granted the non-exclusive use of 50 parking spaces in the north parking lot of the Columbia Playfield through issuance of parking permits. Lessee will be provided with 50 parking permits to be displayed on vehicles using the subject parking lot. The Columbia Playfield parking lot is also used by park users, and fourteen (14) spaces are also utilized by a nearby medical office building. Parking is first come, first serve and there is no guarantee of available parking to Lessee.

Lessee shall not engage in the rental of any facilities or merchandise, and the Lessee shall not engage in business activity other than defined in this Agreement.

**3. RENT**

Annual rent: \$95.49 per space per year, totaling \$4,774.50 for the one-year term of this Agreement. Said rent is due within five (5) business days of execution of this Lease.

**4. RESPONSIBILITY FOR PREMISES**

The City shall furnish the space in its existing condition. The Lessee shall make no major repair, alteration, or physical change to any part of the premises without prior written permission from the City. Upon expiration or prior termination of this Agreement, any temporary alterations must be removed and premises restored to its prior condition. The Lessee shall maintain the premises in a clean, orderly and inviting condition satisfactory to the City. All trash generated by Lessee's operation shall be collected and disposed of by

Lessee. The City is responsible for maintenance and snow removal according to the City's snow removal policy.

**5. ASSIGNMENT AND SUBLETTING**

The Lessee shall not assign this lease nor sublet the premises in whole or in part except with the prior written approval of the City, which shall be given in its sole discretion.

**6. TERMINATION**

This Agreement may be terminated by either party, with or without cause, upon thirty (30) days' written notice personally delivered or sent by registered mail to the other party at the party's usual place of business.

Within thirty (30) days of notice of termination of this Lease, Lessee shall surrender possession and vacate the premises.

**7. NOTICE**

The Director of Parks and Facilities for the City of Richland or his/her designated representative shall be the contracting officer who shall act as the agent of the City under this Agreement. Lessee shall be responsible to notify the City of a current contact person for the Lessee in the event of an emergency, or for purposes of serving notice under this Agreement.

Parks and Facilities Director  
500 Amon Park Drive  
Richland, Washington 99352  
Phone: 509-942-7463

The contact point for Lessee shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email/Phone: \_\_\_\_\_

**8. DISPUTE RESOLUTION**

The City and Lessee agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.

All disputes between the City and Lessee not resolved by negotiation between the parties may be arbitrated only by mutual Agreement of the City and Lessee. If not mutually agreed to resolve the claim by arbitration, the claim shall be resolved by legal action. Arbitration of all claims will be in accordance with the Arbitration Rules of the American Arbitration Association.

**9. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Benton County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Lessee hereby consents to personal jurisdiction in the Superior Court of the State of Washington, situated in Benton County.

**10. ATTORNEY'S FEES**

The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the prevailing party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

**11. INSURANCE**

The Lessee shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Lessee's operation or use of the leased premises.

- a. No Limitation. Lessee's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Lessee shall obtain and maintain Commercial General Liability insurance covering premises for the duration of this Agreement. The City acknowledges that Lessee is self-insured for Commercial General Liability under an established self-insurance program. Lessee shall acknowledge the City as an additional insured on Lessee's Commercial General Liability insurance policy.
- c. Minimum Amounts of Insurance. Lessee shall maintain Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- d. Other Insurance Provisions. The insurance coverage provided by Lessee shall provide the following with regard to Commercial General Liability coverage:
  1. Lessee's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of Lessee's insurance and shall not contribute with it.
  2. Coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Prior to execution of this Lease, Lessee shall furnish the City with satisfactory written evidence of liability insurance that demonstrates compliance with the insurance requirements of the Lessee.
- g. Waiver of Subrogation. Lessee and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises. This release shall apply only to the extent that such claim, loss, or liability is covered by insurance.
- h. City's Property Insurance. City shall maintain during the term of the Lease all-risk property insurance covering the premises for the full replacement value without any co-insurance provisions.

**12. INDEMNIFICATION/HOLD HARMLESS**

Lessee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Lessee's use of the premises, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the premises. The City's liability for any claims, suits, actions, or damages for personal injury, death, or property damage arising in connection with the leased premises shall be limited to the extent to which such injury or damage was caused by the negligence or willful misconduct of the City.

**13. INDEPENDENT CONTRACTOR**

No partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. Nothing in the Agreement shall be considered to create the relationship of employer and employee between the parties hereto, and any assistants or other help used by Lessee are and shall be deemed the employees of Lessee and in no manner employees of the City. The Lessee shall be responsible in full for any payment due its employees, including workers compensation and related costs.

**14. SPECIAL CONDITIONS**

- a. The City reserves the right to enter the premises or any part thereof at reasonable hours to make inspections and to perform, consistent with the lease, any acts related to safety, protection, preservation, or improvements of the premises.
- b. The City reserves the right to enact time and day parking restrictions for special events with at least 14 days' notice.
- c. Lessee will have use of the parking lot not less than 8 hours per day before 4:00 pm. All Lessee-permitted vehicles must be out of the parking lot by 4:00 pm.

- d. The City reserves the right to tow vehicles not in compliance with time and day parking restrictions.
- e. The City will sign the parking lot to clearly identify the restrictions under subsection c. above, and in the event of special events, any additional restrictions that apply.
- f. Under state regulations, only the City may authorize towing from the parking lot. Lessee acknowledges it has no legal right to tow vehicles from the premises, and will assume all responsibility and liability in the event it chooses to do so in violation of state law.

**15. FEDERAL/STATE LAWS**

The City agrees to abide by all pertinent state and federal laws and regulations in the performance of its obligations hereunder.

**16. NON-EXCLUSION CLAUSE**

The City represents and warrants that it has not been excluded from or barred from participation in any government health care program, including but not limited to Medicare, Medicaid, CHAMPUS, Tricare, or the retired railway workers benefit program, nor has it received a criminal conviction related to such health care program. Notice must be given immediately if the City becomes excluded or barred from any of the above programs.

**17. AMENDMENT CLAUSE**

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

**18. CHANGE IN LAW**

The parties hereto agree that in the event that legislation is enacted or regulations are promulgated or a decision of court is rendered or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) days following written notice by either party to the other party of such Adverse Change in Law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible in light of the Adverse Change in Law. If, despite good faith attempts, the parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Agreement may be terminated by either party as of the earlier of (i) the effective date of the Adverse Change in Law or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.

**19. SEVERABILITY**

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.

**20. ENTIRE AGREEMENT**

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

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

CITY OF RICHLAND, WASHINGTON

KADLEC REGIONAL MEDICAL CENTER  
(Lessee)

\_\_\_\_\_  
Cynthia D. Johnson  
City Manager

\_\_\_\_\_  
Signature

APPROVED AS TO FORM:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Heather Kintzley  
City Attorney

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

21-79-1 # 885704  
Vol. 441 p. 660  
10/26/83

# JOINT USE AND LEASE AGREEMENT

This agreement between the CITY OF RICHLAND, the Lessor, (hereinafter referred to as The City) and ROBERT DENSLOW, RICHARD W. SHANNON, GERALD C. FREY, KENLEY E. GARD, BERNARD P. BUSCH and RALPH CABLE, d/b/a the STEVENS CORNER PARTNERSHIP (hereinafter referred to as the Partnership) to wit:

PURPOSE: The Partnership has intentions to build a medical/professional office building of up to 15,000 square feet at the southwest corner of Swift and Stevens. A service station currently occupies this site. The Partnership proposes utilization of up to thirty (30) spaces (non-exclusive use) of the Columbia Playfield parking lot, contiguous to the service station site. That parking lot was recently improved by the City with 144 marked spaces and an asphalt area which could be striped to accomodate an additional 24 spaces making a total of 168 spaces.

The Partnership has indicated that the viability of the project is dependent on their ability to construct a building of up to 15,000 square feet in area. The service station site, approximately 23,680 square feet in area, is not large enough to accomodate the desired building and the required parking of up to 60 spaces. The primary benefit of a joint use agreement would accrue to the Partnership. The Partnership is willing to enter into a long term lease of up to thirty (30) spaces of the Columbia Playfield lot to satisfy the parking requirement.

The parties agree that \$43.13 per parking space per year is an appropriate lease rate for the parking area. The lease rate is based on a land value of \$3.75 per square foot X 230 square feet per parking space X 10% (established ground rent rate per year) X 50% (adjustment for joint use).  $\$3.75 \times 230 \text{ square feet} = \$862.50 \times 10\% = \$86.25 \times 50\% = \$43.13$ .

In keeping with general land lease practices, periodic rate adjustments will be made every three years on the anniversary date of the agreement based upon the Seattle Area Consumer Price Index (CPI). The term life of the building would make reasonable a thirty year renewable lease.

Therefore, the parties agree as follows:

I.

The City agrees to lease to The Partnership and The Partnership agrees to lease from The City up to thirty (30) non-exclusive parking spaces in the parking lot of The City, as set forth on the attached Exhibit "A".

II.

The term of this lease shall be thirty (30) years in duration. The lease may be renewed at the termination of thirty (30) years if mutually agreed to by the parties.

III.

The initial rental amount shall be \$43.13 per parking space per year for the first three years, payable in advance of each year with the initial payment due upon the effective date of the agreement.

IV.

The rental amount will increase every three (3) years on the anniversary date of the agreement by the amount equal to the Seattle area CPI for the thirty-six months preceding the date of increase.

V.

The City will stripe the remaining area of the parking lot which has not been as of yet striped and will bill the time and labor to The Partnership, which agrees to pay said amount.

VI.

The Partnership commits to reasonably landscape that area between the present parking area belonging to the City and the parcel owned by the Partnership.

VII.

During the term of the lease agreement the City will maintain its parking area and The Partnership will maintain its parking area on its parcel and will maintain the area between the parking lot of The City and the parking lot of The Partnership.

VIII.

The effective date of this agreement will coincide with the issuance of a building permit for on site construction of a medical/professional office building of up to 15,000 square feet by The Partnership, and this agreement is contingent upon such a building being constructed by the Partnership. It is agreed that if no application for building permit has been made by the Partnership within forty-eight (48) months of the date of this agreement is executed that the City may reconsider the agreement and may rescind the agreement if the Partnership cannot demonstrate sufficient cause for delaying construction of the building.

IX.

The parties agree that should legal action be necessary to enforce any of the provisions of this agreement that the prevailing party will be awarded its reasonable attorneys fees and costs in the action.

X.

Both parties state that they are equal opportunity employers and abide by all state and federal laws relating to discrimination.

XI.

This agreement constitutes the complete and total agreement of the parties and no oral or other written agreement exist which will vary from the terms of this agreement.

DATED this 12<sup>th</sup> day of October, 1983

STEVENS CORNER PARTNERSHIP

By:

Bruceable  
Bernard P. Buer  
Robert W. Buer  
Richard B. Buer  
Ernest C. Buer  
Paul B. Buer

CITY OF RICHLAND

By:

Neal J. Shulman  
NEAL J. SHULMAN  
City Manager

Attest:

By:

Leslie Smith  
LESLIE SMITH  
City Clerk

CONSENT OF SPOUSES

Maureen  
Reggie Buer  
Constance Bendor  
Karen Shannon  
Rita H. Troy  
Joan B. Buer

APPROVED AS TO FORM:

By:

Martin F. Muench  
MARTIN F. MUENCH  
City Attorney

STATE OF WASHINGTON )  
:SS  
COUNTY OF BENTON )

On this 27 day of September, 1983, before the undersigned, a Notary Public in and for the State of Washington, personally appeared NEAL J. SHULMAN and LESLIE A. SMITH, City Manager and City Clerk, respectively, of the CITY OF RICHLAND to me known to be the individuals who executed the foregoing instrument and who under oath stated that they were duly authorized, empowered and delegated by the CITY OF RICHLAND to execute the said instrument and acknowledged the foregoing instrument to be their free and voluntary act and deed, acting for and on behalf of the CITY OF RICHLAND, for the uses and purposes therein mentioned.

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

Marilyn A. Cate  
Notary Public in and for the State of  
Washington, residing at Kennewick

STATE OF WASHINGTON )  
:SS  
COUNTY OF BENTON )

On this 12<sup>th</sup> day of October, 1983, before the undersigned, a Notary Public in and for the State of Washington, personally appeared

Ralph Cable, Mrs. Ralph Cable,  
Bernard P. Busch, Phillip Busch,  
Robert Wenzel, Constantine Wenzel,  
Richard W. Shannon, Karen Shannon,  
Sherald C. Frey, Rita M. Frey,  
Berley E. Hall, Jean E. Hall of the STEVEDOR  
CORNER PARTNERSHIP

to me known to be the individual(s) who executed the foregoing instrument and who under oath stated that they were duly authorized, empowered and delegated by STEVEDOR CORNER PARTNERSHIP to execute the said instrument and acknowledged the foregoing instrument to be their free and voluntary act and deed, acting for and on behalf of STEVEDOR CORNER PARTNERSHIP for the uses and purposes therein mentioned.

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

Aileen Peters  
Notary Public in and for the State of  
Washington, residing at Richland



2

612

SUTCH

PARK

STEVENS

SWIFT

BLVD.

city  
parking  
lot

DR.

637

3

8

MANSFIELD

10

11

9

CITY CLERK

5

6

COLUMBIA<sup>6</sup> PARK

& PLAYGROUND

DRAINAGE DITCH

EXHIBIT 'A'