



Agenda
REGULAR CITY COUNCIL MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, April 15, 2014

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

(Discussion Only - Annex Building)

Agenda Item:

1. Discussion of Meeting Agenda

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: Keene Bridge Award (3 minutes)
 - Trish Herron, Communications and Marketing Manager
2. Wine Science Center Development Authority Project Update (10 minutes)
 - Bill King, Deputy City Manager

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 April 1, 2014
 - Marcia Hopkins, City Clerk

Ordinances - Second Reading/Passage:

2. Ordinance No. 07-14, Amending RMC Title 3: Finance, Establish Microwave Fund for Benton County Emergency Services
 - Cathleen Koch, Administrative Services Director

Resolutions - Adoption:

3. Resolution No. 24-14, Approving Preliminary Plat of South Orchards
 - Rick Simon, Development Services Manager

4. Resolution No. 25-14, Amending the Land Use and Development Regulations for the Badger Mountain South Master Planned Community
- Rick Simon, Development Services Manager
5. Resolution No. 38-14, Adopting 2013 Update to Benton County Solid Waste and Moderate Risk Waste Management Plan
- Pete Rogalsky, Public Works Director
6. Resolution No. 41-14, Approving Consultant Agreement with J-U-B Engineers, Inc. to Conduct the General Sewer Plan Update
- Pete Rogalsky, Public Works Director
7. Resolution No. 42-14, Authorizing Submission of TIGER Grant Application for the Duportail Bridge
- Pete Rogalsky, Public Works Director
8. Resolution No. 43-14, Approve Contract with Big Sky LLC, for 2014 Commercial Improvement Program
- Bill King, Deputy City Manager
9. Resolution No. 45-14, Consultant Agreement with Rinaldi & Associates for the 2015-2019 Tri-Cities Home Consortium
- Bill King, Deputy City Manager
10. Resolution No. 46-14, Amending Duportail Bridge Public Works Trust Fund Loan Agreement
- Pete Rogalsky, Public Works Director
11. Resolution No. 47-14, Purchase of Right-of-Way for Stevens Drive Extension Project
- Pete Rogalsky, Public Works Director
12. Resolution No. 48-14, Department of Ecology Loan Agreement for the Decant Facility
- Pete Rogalsky, Public Works Director
13. Resolution No. 49-14, Fiber Optic Lease Agreement with PocketiNet
- Jon Amundson, Assistant City Manager

Items for Approval:

14. Authorize Travel for Mayor David Rose and Mayor Pro Tem Lemley to attend the WSLEA Pensioners Conference in Chelan, Washington
- Cindy Johnson, City Manager

Expenditures - Approval:

15. March 24, 2014 - April 4, 2014, for \$3,738,446.76, including Check Nos. 210749-211165, Wire Nos. 5594-5604, Payroll Check Nos. 99397-99412, and Payroll Wire/ACH Nos. 8453-8466
- Cathleen Koch, Administrative Services Director

Items of Business:

1. Resolution No. 36-14, Awarding Bid to Tapani, Inc. for Leslie Groves Regional Infiltration Project
- Pete Rogalsky, Public Works Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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Council Agenda Coversheet

Council Date: 04/15/2014

Category: Consent Calendar

Agenda Item: C1

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: APPROVAL OF COUNCIL MEETING MINUTES

Department: City Attorney

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the minutes of the Council meeting held on April 1, 2014.

Summary:

None.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

1) Draft 04/01/14 Council Meeting Minutes

City Manager Approved:

Hopkins, Marcia
Apr 10, 15:08:34 GMT-0700 2014

**MINUTES****RICHLAND CITY COUNCIL REGULAR MEETING****Richland City Hall ~ 505 Swift Boulevard****Tuesday, April 1, 2014**

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 City Manager Johnson, Assistant City Manager Amundson, Deputy City Manager King, City Attorney Kintzley, Parks and Public Facilities Director Schiessl, Redevelopment Project Supervisor Moore and City Clerk Hopkins.

1. Update on the Exclusive Negotiations with Escape Lodging for Development of a Hotel and Ground Lease at Columbia Point Tract J2 (10 minutes)

Mr. Moore discussed the two proposals brought forward regarding a hotel site on the City's Columbia Point property. He gave the pros and cons of each project and explained the reasoning for choosing Escape Lodging's proposal as it offers a high-end spa hotel that is lacking in the Richland area. The architecture of the building is better suited for the site as well.

2. 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 City Manager Johnson, Assistant City Manager Amundson, Deputy City Manager King, City Attorney Kintzley, Fire and Emergency Services Director Baynes, Police Services Director Skinner, Public Works Director Rogalsky, Parks and

Public Facilities Director Schiessl, Library Manager Ann Roseberry 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 CHRISTENSEN SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 7-0.

Presentations:

1. 2013 Recognition Awards for Contributions in Support of the Arts (10 minutes)
- Ann Roseberry, Library Manager

Ms. Roseberry described the award program for supporters of the Arts and said 2013 awardees were Charles Eaton for the individual award and John and Tera Erben, creators of the Parkway Farmer's Market, for the organization award.

Mr. Eaton thanked the Council and City for the award and noted how the City was beginning to embrace the arts in the community.

Mrs. Erben thanked the Council and City for the award and complimented City staff for their help and support.

2. National Service Day Proclamation to Recognize the Regional Service Corps - AmeriCorps Program

Mayor Rose introduced Celina Fox from the AmeriCorps. She introduced the other AmeriCorps Program participants attending the meeting and said the program provides community service and tutoring for children and adults.

Mayor Rose read the proclamation and presented it to Ms. Fox. She thanked the City for the honor of the proclamation and spoke on the benefits of volunteerism.

3. Introduction of New Employee, Allison Jubb, Human Resource Director

Ms. Johnson introduced the new Human Resource Director, Allison Jubb and gave her background information.

Public Hearing:

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

1. Six-Month Extension of Current Moratorium on Production, Processing and Retail Sale of Marijuana - Resolution No. 27-14
- Heather Kintzley, City Attorney

Ms. Kintzley explained the purpose of the public hearing and gave the background and reasoning for the moratorium, as well as, the recommendation to extend it an additional six months.

Mayor Rose opened the public hearing at 7:48 p.m.

No public hearing comments were made.

Mayor Rose closed the public hearing at 7:48:15 p.m.

Public Comments:

Billie Mauss, 508 S. Agua Mansa Court, Kennewick, WA, owns property in Rancho Reata on the canyon where a proposed sewer line may be located. She said there is a lack of communication by the City to the residents on this project. She believes the installation of the sewer line would be very detrimental to the canyon habitat and is opposed to the project.

Kathy Moore 3517 Hanstead Street, Richland, WA, said she works for the Marriott Hotel and noted it has been very successful in Richland and the proposed expansion of the hotel would fulfill the need for a conference hotel. She asked Council to take the Marriott expansion project into consideration.

Consent Calendar:

City Clerk Hopkins read the Consent items.

Minutes - Approval:

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

Ordinances - First Reading:

2. Ordinance No. 07-14, Amending RMC Title 3: Finance, Establish Microwave Fund for Benton County Emergency Services
- Cathleen Koch, Administrative Services Director

Ordinances - Second Reading/Passage:

3. Ordinance No. 08-14, Sale of Waterworks Utility Revenue Refunding Bonds
- Brandon Suchy, Administrative Services Accountant II
4. Ordinance No. 09-14, Sale of General Obligation Bonds for Fire Station No. 74
- Brandon Suchy, Administrative Services Accountant II

Resolutions - Adoption:

5. Resolution No. 27-14, Extending the Moratorium on Production, Processing and Retail Sale of Recreational Marijuana
- Heather Kintzley, City Attorney
6. Resolution No. 35-14, Settlement Agreement for 2010 C-Basin Trenchless Rehabilitation Construction Contract
- Pete Rogalsky, Public Works Director

Items for Approval:

7. Exclusive Negotiations with Escape Lodging for Development of a Hotel and Ground Lease at Columbia Point Tract J2
- Bill King, Deputy City Manager

Expenditures - Approval:

8. March 10, 2014 - March 21, 2014, for \$8,207,235.36, including Check Nos. 210360-210748, Wire Nos. 5583-5593, Payroll Check Nos. 99382-99396, and Payroll Wire/ACH Nos. 8429-8452
- Cathleen Koch, Administrative Services Director

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

Reports and Comments:

1. City Manager Johnson noted the April 22, 2014, date of a joint City Council and Executive Leadership Team meeting from 3:00 – 6:00 p.m. to discuss the City's Strategic Plan. The regularly scheduled Council workshop for April 22 will be moved to April 29, 2014. Ms. Johnson read the draft agenda for the workshop.

2. Council Members:

Council Member Kent thanked Ms. Kintzley for the excellent staff report on the six-month moratorium on the production, processing and retail sale of recreational marijuana.

Council Member Thompson acknowledged the Marriott's excellent performance and noted the reasons the City chose the Escape Lodging for development of the Columbia Point site instead of their proposal. He also noted it is very unlikely that the State legislature will have any decisions made regarding the retail sale of marijuana by the end of the City's six-month moratorium and said he hopes the Council will be ready to make some decisions for the City at the end of the moratorium.

Mayor Pro Tem Lemley agreed with Council Member Thompson's comments on the moratorium. He also said he attended the Tri-Cities' branding meeting, as well as, the grand opening of the remodeled Les Schwab Tire store in Richland.

Adjournment:

Mayor Rose adjourned the meeting at 8:00 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

David W. Rose, Mayor

FORM APPROVED:

DATE APPROVED:



Council Agenda Coversheet

Council Date: 04/15/2014

Category: Consent Calendar

Agenda Item: C2

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: ORDINANCE NO. 07-14, AMENDING RMC TITLE 3: FINANCE, ESTABLISH MICROWAVE FUND FOR BCES

Department: Administrative Services

Ordinance/Resolution: 07-14

Reference:

Document Type: Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 07-14, amending Richland Municipal Code Title 3: Finance, Miscellaneous Accounting Funds, establishing a special accounting fund, effective January 1, 2014, to be known as the Microwave Fund (Fund 644) into which there shall be deposited various monies received by the City for microwave communication services.

Summary:

Benton County Emergency Services (BCES) received the microwave communication system from the State in late 2011. The microwave system provides the data and audio transport for the law and fire radio systems and Benton Public Utility District's SCADA system. When it was received, there was discussion about creating a separate fund; but it was decided to record the activity as a separate division within the 800 MHz Fund. However, due to the need to record revenue and expenditures for the microwave activity apart from the 800 MHz activity and show its related costs to the various users, it has become apparent that the microwave activity should be maintained in a separate fund in order to follow Generally Accepted Accounting Principles (GAAP), and proper fund accounting. The BCES Executive Board took action on February 27, 2014 to approve the creation of the separate fund.

The Budgeting Accounting Reporting System (BARS) Manual defines a fund as follows:

"A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts recoding cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulation, restrictions, or limitations."

Council approved first reading of the proposed ordinance at its April 1st meeting.

Fiscal Impact?

☐ Yes ☒ No

The portion of revenue and expenses related to the microwave activity would be recorded in the new fund rather than in the 800 MHz Fund. Portions of the assets and liabilities recorded on the 800 MHz balance sheet would be transferred to the new Microwave Fund. There would be no net effect to the BCES users, or to the City. The budget amount will not change due to this establishment of a new fund, nor will the change affect any costs to users.

Attachments:

1) ORD 07-14 Amending RMC Title 3

City Manager Approved:

Hopkins, Marcia
Apr 10, 15:10:05 GMT-0700 2014

ORDINANCE NO. 07-14

AN ORDINANCE of the City of Richland amending Richland Municipal Code Title 3: Finance - Chapter 3.24, to establish a fund for microwave related activities for Benton County Emergency Services (BCES).

WHEREAS, the City of Richland is the Operating Jurisdiction of Benton County Emergency Services (BCES) and serves as the fiscal agent for the administration of BCES; and

WHEREAS, it has been determined that a separate fund should be established for the microwave activity, allowing the City to follow Generally Accepted Accounting Principles (GAAP) and proper fund accounting; and

WHEREAS, the BCES Executive Board took action on February 27, 2014 to approve the creation of the separate fund; and

WHEREAS, a special accounting fund to be known as the Microwave Fund will be established for BCES; and

WHEREAS, the purpose of this fund is to record revenue and expenditures for the microwave activity only, which was historically recorded with the 800MHz Fund; and

WHEREAS, the fund shall receive deposits from various monies received by the City for microwave services and such other funds as may be available for expenses related to microwave services; and

WHEREAS, the fund shall be established effective January 1, 2014; and

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

Section 1. Chapter 3.24 of the Richland Municipal Code, as enacted by Ordinance No. 6, is hereby amended to read as follows:

Chapter 3.24 FUNDS¹

Sections:

- 3.24.010 General fund – Created.
- 3.24.020 General fund – Use.
- 3.24.030 Central stores fund – Created.
- 3.24.040 Central stores fund – Administration.

- 3.24.050 Central stores fund – Supplies and materials.
- 3.24.060 Central stores fund – Financial control.
- 3.24.070 Central stores fund – Purchases.
- 3.24.080 Central stores fund – Expenditures.
- 3.24.090 Central stores fund – Working capital.
- 3.24.100 Central stores fund – Deposits.
- 3.24.110 Claims clearing fund – Created.
- 3.24.120 Claims clearing fund – Transfers.
- 3.24.130 Claims clearing fund – Payments.
- 3.24.140 Claims clearing fund – Issuance of warrants.
- 3.24.150 Park reserve fund – Created.
- 3.24.160 Park reserve fund – Use.
- 3.24.170 Park reserve fund accounts.
- 3.24.180 Library fund.
- 3.24.190 Utility bill clearing fund – Created.
- 3.24.200 Utility bill clearing fund – Transfers.
- 3.24.210 Utility bill clearing fund – Administration.
- 3.24.220 Utility bill clearing fund – Transition.
- 3.24.230 Utility bill clearing fund – Working capital.
- 3.24.240 Electric utility fund – Created.
- 3.24.250 Equipment maintenance fund – Created.
- 3.24.260 Equipment replacement fund – Created.
- 3.24.270 Equipment funds – Administration.
- 3.24.280 Equipment replacement fund – Equipment included.
- 3.24.290 Equipment replacement fund – Equipment use charges.
- 3.24.300 Equipment funds – Financial control.
- 3.24.310 Equipment funds – Purchases.
- 3.24.320 Equipment funds – Expenditures.
- 3.24.330 Equipment funds – Deposits.
- 3.24.340 Health care benefits plan fund.
- 3.24.350 Post-employment health care plan fund.
- 3.24.360 Police relief and pension fund – Created.
- 3.24.370 Firemen's pension fund – Created.

- 3.24.380 Unemployment trust fund.
- 3.24.390 Workers compensation fund.
- 3.24.400 Salary clearing fund – Created.
- 3.24.410 Salary clearing fund – Transfers.
- 3.24.420 Salary clearing fund – Payments.
- 3.24.430 Salary clearing fund – Issuance of warrants.
- 3.24.440 City Streets fund – Created.
- 3.24.450 City Streets fund – Use.
- 3.24.460 Water utility fund – Created.
- 3.24.470 Wastewater utility fund – Created.
- 3.24.480 Solid waste utility fund – Created.
- 3.24.490 Stormwater utility fund.
- 3.24.500 Industrial development fund – Created.
- 3.24.510 Industrial development fund – Use.
- 3.24.520 I-Net fund.
- 3.24.530 Public works administration and engineering fund.
- 3.24.540 Community development block grant program fund – Created – Use.
- 3.24.550 Downtown business improvement district fund – Created.
- 3.24.560 Downtown business improvement district fund – Distributions.
- 3.24.570 Downtown business improvement district fund – Administration.
- 3.24.580 Capital improvement fund – Created.
- 3.24.590 Capital improvement fund – Use.
- 3.24.600 Criminal justice fund.
- 3.24.610 Southeast Communications Center fund.
- 3.24.620 Hotel/motel fund.
- 3.24.630 Special lodging assessment fund.
- 3.24.640 HOME fund.
- 3.24.650 Golf course fund.
- 3.24.660 Medical services fund.
- 3.24.670 Emergency management fund.
- 3.24.680 Repealed.
- 3.24.690 LTGO improvement/refund 98 debt service fund.
- 3.24.700 Library debt service fund.

- 3.24.710 Police station debt service fund.
- 3.24.720 Richland community center debt service fund.
- 3.24.730 RAISE area debt service fund.
- 3.24.740 LID guaranty fund.
- 3.24.750 Special assessment LID fund.
- 3.24.760 Repealed.
- 3.24.770 Richland public facilities district fund.
- 3.24.780 Park project construction fund.
- 3.24.790 Columbia Point master association fund.
- 3.24.800 800 MHz project fund.
- 3.24.810 General government construction.
- 3.24.820 Repealed.
- 3.24.830 Repealed.
- 3.24.840 Hanford Reach Interpretive Center fund.
- 3.24.890 Broadband fund – Created.
- 3.24.900 Repealed
- 3.24.910 LID 195 Delaware Avenue construction fund.
- 3.24.920 Uptown business improvement district fund – Created.
- 3.24.930 Uptown business improvement district fund – Distributions.
- 3.24.940 Uptown business improvement district fund – Administration.
- 3.24.950 Wine Science Center PDA fund - Created.
- 3.24.960 Fire station 74 bond fund – Created.
- 3.24.970 LID 196 Torbett Mahan construction fund – Created.
- 3.24.980 Utility deposit fund – Created.
- [3.24.990 Microwave fund – Created.](#)

3.24.010 General fund – Created.

There is created the general fund into which shall be placed all monies received by the city unless otherwise provided for. [Ord. 6 § 1.01; Ord. 36-12 § 1].

3.24.020 General fund – Use.

The general fund shall be used to pay all warrants drawn for payment of claims and demands against the city unless otherwise provided for. [Ord. 102; Ord. 36-12 § 1].

3.24.030 Central stores fund – Created.

There is hereby created the central stores fund to be used as a revolving fund to be expended for the purchase of supplies and materials of kinds which are commonly used by more than one department of the city and for supplies, equipment and salaries required for the administration of the fund. [Ord. 81 § 1.01; Ord. 36-12 § 1].

3.24.040 Central stores fund – Administration.

The central stores fund shall be administered by the department of administrative services. [Ord. 81 § 1.02; Ord. 32-97; Ord. 45-05; Ord. 36-12 § 1].

3.24.050 Central stores fund – Supplies and materials.

Each department shall pay into the central stores fund monthly an amount equal to the cost of supplies and materials requisitioned by it from the central stores fund, including a proportionate share of the cost of administering the fund. [Ord. 81 § 1.03; Ord. 36-12 § 1].

3.24.060 Central stores fund – Financial control.

The finance manager shall keep such books, accounts and records as are necessary to control and report the financial operations of the central stores fund. [Ord. 81 § 1.04; Ord. 32-97; Ord. 36-12 § 1].

3.24.070 Central stores fund – Purchases.

All purchases made from said fund shall be governed by the Charter and ordinances of the city relating to purchasing. [Ord. 81 § 1.05; Ord. 36-12 § 1].

3.24.080 Central stores fund – Expenditures.

Any withdrawals or expenditures from said fund shall be made only upon approved payrolls and vouchers in the city. [Ord. 81 § 1.06; Ord. 36-12 § 1].

3.24.090 Central stores fund – Working capital.

The city council may from time to time appropriate money from the general fund to central stores fund to provide adequate capital to enable it to discharge its function. [Ord. 81 § 1.07; Ord. 36-12 § 1].

3.24.100 Central stores fund – Deposits.

All monies deposited in said central stores fund and not expended as provided herein shall remain in said fund from year to year and shall not be transferred to any other fund or expended for any purpose whatsoever, except as is herein provided; provided, however, any monies in the fund not needed therein may from time to

time be transferred by appropriate action of the council of the [City](#) of Richland to the general fund of the [City](#) of Richland. [Ord. 81 § 1.08; Ord. 36-12 § 1].

3.24.110 Claims clearing fund – Created.

There is hereby created a fund, known and designated as the claims clearing fund, into which shall be paid and transferred from the various departments and offices an amount of money equal to the various claims against the city for any purpose. [Ord. 36 § 1.01; Ord. 36-12 § 1].

3.24.120 Claims clearing fund – Transfers.

On the last day of each and every month, the finance manager is hereby authorized, empowered and directed to transfer from the funds of the various departments and offices to the claims clearing fund sufficient monies to pay the claims against the various departments and offices of the city. [Ord. 36 § 1.02; Ord. 32-97; Ord. 36-12 § 1].

3.24.130 Claims clearing fund – Payments.

The claims clearing fund shall be used and payments therefrom shall be made only for the purpose of paying any claims against the city. [Ord. 36 § 1.03; Ord. 36-12 § 1].

3.24.140 Claims clearing fund – Issuance of warrants.

The finance manager is hereby authorized, empowered and directed to issue warrants on and against said fund in payment of materials furnished, service rendered, or expense or liability incurred by the various departments and offices of the city. Said warrants shall be issued only after there has been filed with the finance manager properly certified vouchers, stating the nature of the claim, the amount due or owing and the person, firm or corporation entitled thereto. All warrants issued on or against said fund shall be solely and only for the purposes herein set forth, and shall be payable only out of and from said fund. Each warrant issued under the provisions of this chapter shall have printed upon its face the words "Claims Fund." [Ord. 36 § 1.04; Ord. 32-97; Ord. 36-12 § 1].

3.24.150 Park reserve fund – Created.

There is created the park reserve fund for city parks and for public open spaces devoted to public parks, playgrounds, trails and recreational facilities, into which shall be placed all funds received by the mitigation fees levied on new development, the income from leases on or of park property, and any sale of park property. Items included in the city's annual budget for the park reserve fund may include any gifts and bequests given or bequeathed to the city for the acquisition or development of public open spaces devoted to public parks,

playgrounds, and trails, and other recreational purposes. The council may by resolution otherwise designate such funds as may from time to time be received from the sale of nonindustrial lands to the park reserve fund. [Ord. 76-74 § 1.02; Ord. 52-92; Ord. 07-02; Ord. 36-12 § 1].

3.24.160 Park reserve fund – Use.

The park reserve fund for public open spaces shall be used to acquire (by purchase or condemnation) and develop public open spaces devoted to public parks, playgrounds, trails, and recreation facilities. The monies in the fund shall be allowed to accumulate from year to year until the city council shall determine to expend all or a part of the monies in the fund for the specified purpose. [Ord. 76-74 § 1.04; Ord. 52-92; Ord. 07-02; Ord. 36-12 § 1].

3.24.170 Park reserve fund accounts.

The park reserve fund shall contain five park zone accounts and an undesignated park account. The five park zone accounts are described as follows:

A. Horn Rapids zone (1) bounded by the existing or future Richland urban growth boundary on the north and southwest, Van Giesen Street on the south, and State Route 240 (Bypass Highway) on the east;

B. North Richland zone (2) bounded by the existing or future Richland urban growth boundary on the north, Stevens Drive and State Route 240 (Bypass Highway) on the west, Van Giesen Street on the south, and the Richland city limits line on the east;

C. Central Richland zone (3) bounded by Van Giesen Street on the north, the Yakima River on the west and south, and the Richland city limits line on the east;

D. Badger Mountain South Planned Community zone (4) shall be a separate park zone;

E. South Richland zone (5) bounded by the Yakima River on the north, the existing or future Richland urban growth boundary on the west and south and the Richland city limits line on the east with the exception of the development commonly known as Badger Mountain South Planned Community zone.

F. Proceeds from any leases of or on park property or sale of park property shall be placed in the undesignated park account. Monies received from fees upon new development shall be credited to the park zone account in which the plat or subdivision from which the fees are received is located. [Ord. 07-02; Ord. 25-11 § 1.01; Ord. 36-12 § 1].

3.24.180 Library fund.

There is hereby created a library fund which shall consist of (A) gifts, bequests and devises given, bequeathed or devised to or for the use or benefit of the Richland Public Library (hereinafter referred to as the "library"), (B) the income from property held or owned in trust for said library, and (C) sums appropriated by the city council for the library. All expenditures from the library fund shall be authorized by the board, who shall certify expenditures to the finance manager. The finance manager shall thereupon issue warrants therefor payable out of any money in the library fund not otherwise appropriated. [Ord. 67 § 1.05; Ord. 181; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.190 Utility bill clearing fund – Created.

There is hereby created a fund, known and designated as the utility bill clearing fund, into which shall be paid all sums received from the sale of water, electricity, wastewater, solid waste, stormwater and medical services and for any other public utility service furnished by the city. [Ord. 82 § 1.01; Ord. 25-08; Ord. 36-12 § 1].

3.24.200 Utility bill clearing fund – Transfers.

On the first regular business day of each month, the finance manager is authorized, empowered and directed to transfer from the utility bill clearing fund to each of the utility departments the total amount billed during the preceding month for services rendered for water, electricity, wastewater, solid waste disposal and collection, stormwater and medical services for each such department. Appropriate adjustments shall be made to reflect bills uncollected. [Ord. 82 § 1.02; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.210 Utility bill clearing fund – Administration.

The finance manager shall keep a full and careful record of receipts and transfers with respect to each utility department. No warrants shall be issued against the utility bill clearing fund. The fund shall be used only to facilitate the billing and collection of utility accounts. [Ord. 82 § 1.03; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.220 Utility bill clearing fund – Transition.

Utility bills assigned to the city for collection for water or electricity sold or services rendered by the General Electric Company prior to the transfer to the city of such functions shall be paid into the utility bill clearing fund and the amounts collected shall be transferred to the general fund, notwithstanding any other provisions of this chapter. [Ord. 82 § 1.04; Ord. 25-08; Ord. 36-12 § 1].

3.24.230 Utility bill clearing fund – Working capital.

The city council may appropriate from the general fund for the utility bill clearing fund from time to time such amounts as are reasonably necessary to enable the fund to function as a revolving fund. Any amount so appropriated as is excess to the needs of the utility clearing fund shall be returned to the general fund. [Ord. 82 § 1.05; Ord. 25-08; Ord. 36-12 § 1].

3.24.240 Electric utility fund – Created.

All revenues collected by the city from sale of electric energy or for services rendered by the department under the provisions of this code shall be deposited in the treasury of the city in a separate account to be known as the electric fund. All warrants for purchase of electric energy, for salaries, materials, supplies, equipment, and repairs relating to sale of electric energy by the city shall be paid out of such fund. [Ord. 90 § 9.01; Ord. 25-08; Ord. 36-12 § 1].

3.24.250 Equipment maintenance fund – Created.

There is hereby created the equipment maintenance fund to be used as a revolving fund to be expended for salaries, wages and operations required for the repair, maintenance and operation of equipment and the purchase of equipment, materials and supplies to be used in the administration and operation of the fund. [Ord. 137 § 1.01; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1].

3.24.260 Equipment replacement fund – Created.

There is hereby created the equipment replacement fund to be used as a revolving fund to be expended for the purchase of new equipment and for replacement of existing equipment. [Ord. 137 § 1.02; Ord. 1-95; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1].

3.24.270 Equipment funds – Administration.

The equipment maintenance fund and the equipment replacement fund shall be administered by the administrative services department. [Ord. 137 § 1.03; Ord. 1-95; Ord. 45-05; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1].

3.24.280 Equipment replacement fund - Equipment included.

All trucks, passenger cars and equipment belonging to the city may be in an equipment replacement fund operated by the administrative services department within said funds. [Ord. 137 § 1.04; Ord. 1-95; Ord. 45-05; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1].

3.24.290 Equipment replacement fund – Equipment use charges.

Each department shall pay into the equipment replacement fund monthly a charge for replacement based on the estimated useful life of the equipment and for the purchase of new equipment subject to budgetary availability. [Ord. 137 § 1.05; Ord. 1-95; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1].

3.24.300 Equipment funds – Financial control.

The finance manager shall keep such books, accounts and records as are necessary to control and report the financial operations of the equipment maintenance fund and the equipment replacement fund. [Ord. 137 § 1.06; Ord. 1-95; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1].

3.24.310 Equipment funds – Purchases.

All purchases made from said funds shall be governed by the Charter and ordinances of the city relating to purchasing. [Ord. 137 § 1.07; Ord. 25-08; Ord. 36-12 § 1].

3.24.320 Equipment funds – Expenditures.

Any withdrawals or expenditures from said equipment maintenance fund shall be made only upon approved payrolls and vouchers of the city. Any expenditure from the equipment replacement fund shall be made only upon approved vouchers of the city. [Ord. 137 § 1.08; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1].

3.24.330 Equipment funds – Deposits.

All monies deposited in the equipment maintenance fund and in the equipment replacement fund, including amounts included therefor in the annual budget of the city, and not expended as in this code provided, shall remain in the respective funds from year to year and shall not be transferred to any other fund or expended for any purpose whatsoever, except as in this code provided; provided, however, that any money in the equipment replacement fund not needed therein may from time to time be transferred by appropriate action of the city council to the appropriate funds of the city. [Ord. 137 § 1.09; Ord. 1-95; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1].

3.24.340 Health care benefits plan fund.

There is created a health care benefits plan fund into which shall be placed health, vision, disability and dental insurance premiums and reserves, and such other funds as may be available therefor, and from which shall be paid all health, dental and vision insurance claims, administrative costs, wellness program costs and expenses deemed appropriate by the city council. [Ord. 2-83 § 1.01; Ord. 5-90; Ord. 32-97; Ord. 25-08; Ord. 33-11 § 2; Ord. 36-12 § 1].

3.24.350 Post-employment health care plan fund.

There is hereby created a post-employment health care plan fund into which shall be placed health insurance premiums paid by retirees and payments by the city on behalf of current and future retirees for the purpose of paying health care insurance premiums for eligible retirees. [Ord. 25-08; Ord. 33-11 § 2; Ord. 36-12 § 1].

3.24.360 Police relief and pension fund – Created.

There is hereby created and established a police relief and pension fund into which shall be placed such monies as required or authorized by Chapter 41.20 RCW, and which shall be used as required or authorized by that chapter. [Ord. 31 § 1.02; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.370 Firemen's pension fund – Created.

There is hereby created and established a firemen's pension fund into which shall be placed such monies as required or authorized by Chapters 41.16 and 41.18 RCW, and which shall be used as required or authorized by those chapters. [Ord. 30 § 1.02; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.380 Unemployment trust fund.

There is created an unemployment trust fund into which shall be placed funds appropriated in the city budget for such purpose and such other funds as may be available therefor, and from which shall be paid all unemployment compensation claims and administrative costs.[Ord. 2-83 § 1.02; Ord. 25-08; Ord. 36-12 § 1].

3.24.390 Workers compensation fund.

There is created a workers compensation fund into which shall be placed such monies as shall from time to time be appropriated or budgeted in amounts sufficient in the determination of the finance manager to pay estimated uninsured losses resulting from claims against the city and from which shall be paid such amounts as shall be required for the payment of such uninsured losses. Monies shall also be used to pay for assessments from the state, excess loss premiums and preventive education programs and expenses deemed appropriate by the city council, provided reserves are adequately funded. [Ord. 37-78 § 1.01; Ord. 5-90; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.400 Salary clearing fund – Created.

There is hereby created a fund, known and designated as the salary clearing fund, into which shall be paid and transferred from the various departments and offices an amount of money equal to the various salaries, wages and other compensations due city employees. [Ord. 35 § 1.01; Ord. 25-08; Ord. 36-12 § 1].

3.24.410 Salary clearing fund – Transfers.

On the last day of each and every month, the finance manager is hereby authorized, empowered and directed to transfer from the funds of the various departments and offices to the salary clearing fund sufficient funds to pay the salaries, wages and other compensations of the employees of the various departments and offices of the city for that month. [Ord. 35 § 1.02; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.420 Salary clearing fund – Payments.

The salary clearing fund shall be used and payments therefrom shall be made only for the purpose of paying and compensating employees of the city for services rendered, and paying employee deductions to those persons, agencies, organizations and funds entitled to such payments. [Ord. 35 § 1.03; Ord. 25-08; Ord. 36-12 § 1].

3.24.430 Salary clearing fund – Issuance of warrants.

The finance manager is hereby authorized, empowered and directed to issue warrants on and against said fund for payments authorized by RMC 3.24.410. Said warrants shall be issued only after there has been filed with the finance manager properly certified payrolls, due bills, or time certificates stating the nature of the services rendered, the amount due or owing and the persons entitled thereto. All warrants issued on or against said fund shall be solely and only for the purpose herein set forth and shall be payable only out of and from said fund. Each warrant issued under the provisions of this section shall have printed upon its face the words, "Salary Clearing Fund." [Ord. 35 § 1.04; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.440 City Streets fund – Created.

There is hereby created a city streets fund into which shall be placed motor vehicle license fees, gas tax and all other state and city revenue and monies intended to be used for highway or street purposes. [Ord. 7 § 1.01; Ord. 25-08; Ord. 36-12 § 1].

3.24.450 City Streets fund – Use.

The city streets fund shall be used to pay all warrants drawn for the payment of salaries and wages, material, supplies, equipment, purchase or condemnation of right-of-way, engineering or any other purpose in connection with construction, alteration, repair, improvement, or maintenance of any city street or bridge, or viaduct or underpass along, upon or across such streets. Such expenditures may be made either independently or in conjunction with any federal, state or county funds. [Ord. 7 § 1.02; Ord. 25-08; Ord. 36-12 § 1].

3.24.460 Water utility fund – Created.

There is created in the treasury of the city a special fund to be known as the water utility fund. Any and all revenues received from charges for services rendered by the department shall be credited to said fund, and all warrants for salaries, material, supplies and equipment and repair of the water system shall be paid out of such fund. Approved construction projects for the water utility will be paid from this fund. [Ord. 80 § 9.01; Ord. 25-08; Ord. 36-12 § 1].

3.24.470 Wastewater utility fund – Created.

There is created in the treasury of the city a special fund to be known as the Wastewater utility fund. Any and all revenues received from the sale of byproducts of the wastewater treatment plant, or from any other source for rental, use or services rendered by the municipal wastewater system shall be credited to the fund; and all warrants for salaries, materials, supplies and equipment and repair of the municipal wastewater system shall be paid out of such fund. Approved construction projects for the wastewater utility will be paid from this fund. [Ord. 77 § 18.01; Ord. 25-08; Ord. 36-12 § 1].

3.24.480 Solid waste utility fund – Created.

There is created in the treasury of the city a special fund to be known as the solid waste utility fund. Any and all revenues from contracts for scavenging and garbage rights, from sale of any refuse, and from charges for services rendered by the city under the provisions of this section and RMC Title 15 shall be credited to the fund; and all warrants for salaries, materials, supplies, equipment and repairs relating to refuse disposal shall be paid out of such fund. Approved construction projects for the solid waste utility fund will be paid from this fund. [Ord. 79 § 1.01; Ord. 830 § 1.01; Ord. 25-08; Ord. 36-12 § 1].

3.24.490 Stormwater utility fund.

There is hereby created a fund, known and designated as the stormwater utility fund, into which shall be deposited various monies received by the City of Richland for stormwater utility charges as set forth in RMC Title 16. This revenue and such other revenues as may be available to the stormwater utility fund will be used to pay the expenses of the stormwater utility program as set forth in RMC Title 16. Approved construction projects for the stormwater utility will be paid from this fund. [Ord. 9-98; Ord. 25-08; Ord. 36-12 § 1].

3.24.500 Industrial development fund – Created.

There is created an industrial development fund into which shall be placed the proceeds from the sale of city real property. [Ord. 109 § 1.04; Ord. 769 § 1.03; Ord. 25-08; Ord. 36-12 § 1].

3.24.510 Industrial development fund – Use.

The industrial development fund shall be used for purposes of industrial development. The proceeds from the sale of city real property shall accumulate for the purchase and construction of major capital improvements, including financial support for industrial development activities. Use of this fund shall be approved by the city council prior to its expenditure. The net receipts from the sale of city-owned property shall be deposited into this fund; however, if the sold property had been park land, such receipts shall be deposited in the park reserve fund. The receipts deposited shall then reimburse the various utility and all other pertinent accounts for contributed infrastructure, land acquisition costs and promotional expenses as the ratio of various funds' investment bear to the total investment in the parcel as a whole. Such reimbursement shall be limited to the respective funds' total investment in the subject parcel. Such reimbursement procedure shall be further described in the administrative policies. [Ord. 109 § 1.05; Ord. 396 § 1.01; Ord. 769 § 1.03; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.520 I-Net fund.

There is hereby created a fund, known and designated as the I-Net fund, into which shall be deposited a portion of funds from franchise fees received by the City of Richland, and such other funds as may be available therefor, for expenses related to the capital purchases for the I-Net project and from which shall be paid the expenses for the cable communications I-Net project. [Ord. 47-03; Ord. 25-08; Ord. 36-12 § 1].

3.24.530 Public works administration and engineering fund.

There is hereby created a fund, known and designated as the public works administration and engineering fund, into which shall be deposited various monies received by the city for the engineering projects, administrative and engineering services charges from other funds and such other funds as may be available therefor, for the expenses related to the public works administration and engineering fund and from which shall be paid the expenses for the public works administration and engineering fund. [Ord. 45-05; Ord. 25-08; Ord. 36-12 § 1].

3.24.540 Community development block grant program fund – Created – Use.

There is hereby created a fund, known and designated as the community development block grant program fund, into which shall be paid various federal or state monies received by the City of Richland for community development programs such as the 1974 Housing and Urban Development Title 1 program. Appropriations from the fund may be made by the city council of Richland for projects as approved by them. Warrants may be drawn upon the fund for purposes as provided in this section and to the extent that funds are available. [Ord. 21-75 § 1.02; Ord. 25-08; Ord. 36-12 § 1].

3.24.550 Downtown business improvement district fund – Created.

There is hereby created a fund, known and designated as the downtown business improvement district fund (DBID), into which shall be paid all DBID revenues from special assessments levied under the authority of Chapter 35.87A RCW, gifts and donations for the DBID fund, monies for expenditures made and reimbursements due to the DBID fund, and interest and all other income from the investment of deposits according to established city procedures and policies. [Ord. 32-03; Ord. 25-08; Ord. 36-12 § 1].

3.24.560 Downtown business improvement district fund – Distributions.

On the first regular business day of each month, the finance manager is authorized, empowered and directed to distribute from the DBID fund the total amount of special assessments collected for the district under RCW 35.87A.130 and Richland Ordinance No. 29-03 during the preceding month. [Ord. 32-03; Ord. 25-08; Ord. 36-12 § 1].

3.24.570 Downtown business improvement district fund – Administration.

The finance manager shall keep a full and careful record of receipts and distributions with respect to each district within the downtown business improvement district fund. [Ord. 32-03; Ord. 25-08; Ord. 36-12 § 1].

3.24.580 Capital improvement fund – Created.

There is created a special accounting fund to be known as the “capital improvement fund” into which fund there shall be placed all proceeds received from the county treasurer from the [City](#) of Richland one-half of one percent real estate excise tax (REET). [Ord. 28-86; Ord. 41-93; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.590 Capital improvement fund – Use.

This capital improvement fund which includes the one-half of one percent real estate tax shall be used only for local improvements, including those listed in RCW 35.43.040, and for capital projects defined by RCW 82.46.010(6). [Ord. 28-86; Ord. 41-93; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.600 Criminal justice fund.

There is hereby created a special accounting fund to be known as the criminal justice fund into which there shall be placed all monies received from the state of Washington for criminal justice. Monies are intended to be used for funding activities relating to the enforcement and administration of the criminal law. [Ord. 3-91; Ord. 25-08; Ord. 36-12 § 1].

3.24.610 Southeast communications center fund.

There is hereby created a special accounting fund to be known as the Southeast communications center fund into which there shall be placed all proceeds received for emergency dispatch services and various monies received by the City of Richland for emergency dispatch services and such other funds as may be available therefor for expenses related to emergency dispatch services and from which shall be paid the expenses of emergency dispatch services. [Ord. 47-91; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.620 Hotel/motel fund.

There is hereby created a special accounting fund to be known as the hotel/motel fund into which there shall be placed all monies received from the state of Washington for excise tax on lodging. Monies are intended to be used for activities, operations and expenditures designed to increase tourism and for acquisition and/or operation of tourism-related facilities. [Ord. 37-09 § 1.02; Ord. 36-12 § 1].

3.24.630 Special lodging assessment fund.

There is hereby created a special accounting fund to be known as the special lodging assessment fund into which there shall be placed all monies received from the state of Washington for the levy of a special assessment tax on lodging. Monies are distributed to a third party facilitator for the tourism promotion area, to be used for projects that promote tourism and convention business in the city. [Ord. 37-09 § 1.02; Ord. 36-12 § 1].

3.24.640 HOME fund.

There is hereby created a fund, known and designated as the HOME fund, into which shall be deposited various monies received by the City of Richland for the HOME program and such other funds as may be available therefor for the expenses related to the HOME program and from which shall be paid the expenses of the HOME program. [Ord. 45-96; Ord. 25-08; Ord. 36-12 § 1].

3.24.650 Golf course fund.

There is hereby created a fund, known and designated as the golf course fund, into which shall be deposited various monies received from charges for golf course services rendered by the City of Richland and such other funds as may be available therefor for the expenses related to the golf course fund and from which shall be paid the expenses of golf course services. [Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.660 Medical service fund.

There is hereby created a fund, known and designated as the medical service fund, into which shall be deposited various monies received from ambulance household charges and ambulance services rendered by the City of Richland and such other funds as may be available therefor for the expenses related to the medical service fund and from which shall be paid the expenses of medical services. [Ord. 32-97; Ord. 58-99; Ord. 25-08; Ord. 36-12 § 1].

3.24.670 Emergency management fund.

There is hereby created a fund, known and designated as the emergency management fund, into which shall be deposited various monies received by the City of Richland for emergency management services and such other funds as may be available therefor for expenses related to the emergency management services and from which shall be paid the expenses of emergency management services. [Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.680 Fire and swim refunding debt service fund.

Repealed by Ord. 36-12. [Ord. 45-96; Ord. 32-97; Ord. 25-08].

3.24.690 LTGO improvement/refund 98 debt service fund.

There is hereby created a fund, known and designated as the LTGO improvement/refund 98 debt service fund, into which shall be deposited various monies received by the City of Richland for the LTGO improvement/refund 98 debt service fund and such other funds as may be available for the expenses related to the LTGO improvement/refund 98 debt service and from which shall be paid the expenses for the LTGO improvement/refund 98 debt service. [Ord. 34-98; Ord. 25-08; Ord. 36-12 § 1].

3.24.700 Library debt service fund.

There is hereby created a fund, known and designated as the library debt service fund, into which shall be deposited monies received by the City of Richland from property taxes for the debt service payments on the 2007 unlimited tax general obligation bonds, issued to pay for the construction of improvements and expansion of the Richland library. [Ord. 36-07; Ord. 25-08; Ord. 36-12 § 1].

3.24.710 Police station debt service fund.

There is hereby created a fund, known and designated as the police station debt service fund, into which shall be deposited various monies received by the City of Richland from property taxes for the debt service

payments on the 1999 unlimited tax general obligation bonds, issued to pay for construction of the Richland police station. [Ord. 44-99; Ord. 25-08; Ord. 33-11 § 3; Ord. 36-12 § 1].

3.24.720 Richland Community Center debt service fund.

There is hereby created a fund, known and designated as the Richland Community Center debt service fund, into which shall be deposited various monies received by the City of Richland from property taxes for the debt service payments on the 2000 unlimited tax general obligation bonds, issued to pay for construction of the Richland Community Center. [Ord. 25-00; Ord. 25-08; Ord. 33-11 § 3; Ord. 36-12 § 1].

3.24.730 RAISE area debt service fund.

There is hereby created a fund, known and designated as the RAISE area debt service fund, into which shall be deposited monies received by the City of Richland and other participants for tax increment financing from both property tax and sales tax in the RAISE area. Funds will be used to pay the debt service on general obligation bonds issued to pay for infrastructure improvements in the RAISE area. [Ord. 37-09 § 1.03; Ord. 33-11 § 4; Ord. 36-12 § 1].

3.24.740 LID guaranty fund.

There is hereby created a fund, known and designated as the LID guaranty fund. The purpose of the LID guaranty fund is to guarantee payment of local improvement bonds and obligations issued to pay for local improvements ordered in the city. Pursuant to RCW 35.54.095, the fund maintains a reserve of 10 percent of the outstanding obligations of the special assessment LID fund. Monies received from the sale of LID foreclosure property and special guaranty fund assessments are accounted for in this fund. [Ord. 37-09 § 1.04; Ord. 36-12 § 1].

3.24.750 Special assessment LID fund.

There is hereby created a special accounting fund to be known as the special assessment LID fund. The purpose of the special assessment LID fund is to account for monies received for annual LID assessments and the payment of LID bonds and loans issued to fund the construction of local improvement districts. [Ord. 37-09 § 1.04; Ord. 36-12 § 1].

3.24.760 Library construction fund.

Repealed by Ord. 36-12. [Ord. 37-06; Ord. 25-08].

3.24.770 Richland public facilities district fund.

There is hereby created a fund known and designated as the Richland public facilities district fund into which shall be deposited a local sales tax of up to 0.0333 percent which would be a credit against the state sales tax and various monies received by the City of Richland for the Richland public facilities district fund, and such other funds as may be available therefor, for the expenses related to the Richland public facilities district and from which shall be paid the expenses for the Richland public facilities district. [Ord. 39-02; Ord. 25-08; Ord. 36-12 § 1].

3.24.780 Park project construction fund.

There is hereby created a fund, known and designated as the park project construction fund, into which shall be deposited various monies received from grants and other financing sources related to the park project construction fund, and such other funds as may be available therefor, for the expenses related to the park project construction fund and from which shall be paid the expenses for park project construction. [Ord. 47-03; Ord. 25-08; amended during 2011 recodification; Ord. 36-12 § 1].

3.24.790 Columbia Point master association fund.

There is hereby created a fund, known and designated as the Columbia Point master association fund, into which shall be deposited various monies received from the owner of each tract of Columbia Point including the City of Richland for such purpose, and other such funds as may be available therefor, and from which shall be paid expenses for the Columbia Point master association and other related costs. [Ord. 49-99; Ord. 25-08; Ord. 36-12 § 1].

3.24.800 800 MHz project fund.

There is hereby created a fund, known and designated as the 800 MHz project fund, into which shall be deposited various monies received by the City of Richland for the 800 MHz project fund, and such other funds as may be available therefor, for the expenses related to the 800 MHz project and from which shall be paid the expenses for the 800 MHz project. [Ord. 42-00; Ord. 25-08; Ord. 36-12 § 1].

3.24.810 General government construction.

There is hereby created a fund, known and designated as the general government construction fund, into which shall be deposited monies from various sources including grants, loans or bonds and other funds as may be available therefor for the expenses related to general government construction projects. [Ord. 37-09 § 1.05; Ord. 36-12 § 1].

3.24.820 LID 192 Hunt Avenue construction fund.

Repealed by Ord. 36-12. [Ord. 37-09 § 1.05].

3.24.830 LID 193 Saint/Stevens construction fund.

Repealed by Ord. 36-12. [Ord. 37-09 § 1.05].

3.24.840 Hanford Reach Interpretive Center fund.

There is hereby created a fund, known and designated as the Hanford Reach Interpretive Center fund, into which shall be deposited various monies received from bonds, grants, donations and other financing sources related to the creation of the Hanford Reach Interpretive Center facility. The Hanford Reach Interpretive Center fund accounts for infrastructure and construction costs associated with the project, which is owned and supported by the Richland Public Facility District. [Ord. 33-11§ 5; Ord. 36-12 § 1].

3.24.890 Broadband fund – Created.

There is hereby created in the treasury of the city a special fund to be known as the broadband fund. Any and all revenues received from the sale of services of the broadband system, or from any other source for rental, use or services rendered by the municipal broadband system, shall be credited to the fund; and all expenditures for salaries, materials, supplies and equipment and repair of the municipal broadband system shall be paid out of such fund. Approved construction projects for the broadband system will be paid from this fund. [Ord. 22-09; Ord. 36-12 § 1].

3.24.900 LID 194 Kennedy Road construction fund.

Repealed by Ord. 37-13 [Ord. 36-12 § 1].

3.24.910 LID 195 Delaware Avenue construction fund.

There is hereby created a fund, known and designated as the LID 195 Delaware Avenue construction fund, into which shall be deposited various monies received by the City of Richland for the LID 195 Delaware Avenue construction fund, and such other funds for the expenses related to construction of the local improvements and other expenses associated with LID 195 Delaware Avenue. [Ord. 36-12 § 1].

3.24.920 Uptown business improvement district fund – Created.

There is hereby created a fund, known and designated as the uptown business improvement district fund (UBID), into which shall be paid all UBID revenues from special assessments levied under the authority of Chapter 35.87A RCW, gifts and donations for the uptown business improvement district fund, monies for

expenditures made and reimbursements due to the fund, and interest and all other income from the investment of deposits according to established city procedures and policies. [Ord. 36-12 § 1].

3.24.930 Uptown business improvement district fund – Distributions.

On the first regular business day of each month, the finance manager is authorized, empowered and directed to distribute from the UBID fund the total amount of special assessments collected for the district under RCW 35.87A.130 and Richland Ordinance No. 29-03 during the preceding month. [Ord. 36-12 § 1].

3.24.940 Uptown business improvement district fund – Administration.

The finance manager shall keep a full and careful record of receipts and distributions with respect to the uptown business improvement district fund. [Ord. 36-12 § 1].

3.24.950 Wine science center PDA fund – Created.

There is hereby created a fund, known and designated as the Wine Science Center PDA fund, into which shall be deposited various monies received on behalf of the Wine Science Center Public Development Authority (WSCPDA), a public development authority sanctioned by the state of Washington, related to the creation of the wine science center facility. . The wine science center PDA fund will account for pre-construction and design costs associated with the project.

3.24.960 Fire station 74 bond fund – Created.

There is hereby created a fund, known and designated as the fire station 74 bond fund, into which shall be deposited monies received by the City of Richland for an increase in electric utility tax specifically for the debt service payments on the bonds for fire station 74. General obligation bonds will be issued to pay for construction costs for fire station 74.

3.24.970 LID 196 Torbett Mahan construction fund – Created.

There is hereby created a fund, known and designated as the LID 196 Torbett Mahan construction fund, into which shall be deposited various monies received by the City of Richland for the LID 196 Torbett Mahan construction fund and such other funds for the expenses related to construction of the local improvements and other expenses associated with LID 196 Torbett Mahan.

3.24.980 Utility deposit fund – Created.

There is hereby created a fund known and designated as the utility deposit fund into which shall be deposited various monies received by the City of Richland for utility service deposits paid by users of the City's utility services as defined by RMC 3.26.010.

3.24.990 Microwave fund – Created.

There is hereby created a fund, known and designated as the microwave fund, into which there shall be deposited various monies received by the City of Richland for microwave services and such other funds as may be available for expenses related to microwave services.

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

PASSED by the City Council of the City of Richland at a regular meeting on the 15th day of April, 2014.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: April 20, 2015



Council Agenda Coversheet

Council Date: 04/15/2014

Category: Consent Calendar

Agenda Item: C3

Key Element: Key 7 - Housing and Neighborhoods

Subject: RESOLUTION NO. 24-14, APPROVING THE PRELIMINARY PLAT OF SOUTH ORCHARD 1

Department: Community and Development Services

Ordinance/Resolution: 24-14

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 24-14, approving the preliminary plat of South Orchard 1.

Summary:

The preliminary plat of South Orchard 1 lies within the Badger Mountain South planned community, generally north of Reata Road and west of the plat of Reata Ridge.

The preliminary plat would allow for development of a 281 lot subdivision for single family and multi-family development, as well as, a lot for a future school site, a lot for a city park and a lot for a storage use.

The application was submitted, pursuant to the Land Use and Development Regulations (LUDR), adopted and as amended by the City, specifically for the Badger Mountain South Community. The proposed subdivision, as conditioned, follows the provisions and requirements of the Badger Mountain Land Use and Development Regulations and the Master Agreement between the City of Richland and Nor Am Investments, LLC.

The plat was recommended for approval by the Planning Commission on February 26, 2014

Fiscal Impact?
☒ Yes ☐ No

Approval of the preliminary plat will not have a fiscal impact to the City. However, the eventual final plat will create new residential and commercial lots that will increase the underlying property value with future development further increasing property values and associated tax revenues to the City. A lot will also be created for a City park. The City will incur costs with the development of the park and with the ongoing maintenance of the public streets and other public infrastructure within the subdivision.

Attachments:

- 1) Res No. 24-14 Approving Preliminary Plat of South Orchard 1
- 2) Findings of Fact and Conclusions_Preliminary Plat of South Orchard 1
- 3) Approved Planning Commission Meeting Minutes Excerpts_2_26_14
- 4) Staff Report to Planning Commission_South Orchard 1 Pre Plat_2_26_14

City Manager Approved:

Hopkins, Marcia
Apr 10, 15:10:27 GMT-0700 2014

RESOLUTION NO. 24-14

A RESOLUTION of the City of Richland, approving the preliminary plat of South Orchards 1 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 Orchards South 1 as submitted by VSI Development, LLC; and

WHEREAS, the Planning Commission recommended to the City Council that it approve the preliminary plat of South Orchards 1; 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 Orchards South 1, 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 January 28, 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 15th day of April, 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 SOUTH ORCHARDS 1 PRELIMINARY PLAT APPLICATION**

Findings of Fact:

1. The Richland Comprehensive Land Use Plan for this area is the Badger Mountain South Subarea plan and is a portion of the Badger Mountain South Master Planned Community. The plan designates portions of the site as Low Density Residential, portions of the site as Medium Density Residential, portions as High Density Residential and portions of the site as a Civic (Parks, Trails, Open Space) area.
2. The proposed preliminary plat includes a variety of lot sizes and types, with single family lots from 6,000 to over 26,000 square feet, paired housing (duplex type lots) to be developed as fee simple zero lot line properties, as well as parcels designated neighborhood collector (NC) that could be developed as retail or multi-family in accordance with the development plan. Further, 3 lots will be platted with one for a future school, another for a City park and the third slated for a storage use to support the future residents storage needs. These lots are identified on sheet C0.01 of the submitted plans in the notes section.

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 subject to both the provisions of the Land Use and Development Regulations (LUDR) and as amended for the Badger Mountain South Community and the Master Agreement between the City of Richland and Nor Am Investments, LLC.
4. All proposed developments subject to the Badger Mountain LUDR regulations are required to be reviewed by the Badger Mountain South Master Plan Administrator. The Administrator has issued a Master Agreement Consistency Recommendation (as provided for in Section 1.H of the LUDR) stating that the application meets the terms and obligations of the approved Master Agreement and the requirements of the LUDR.
5. City staff has reviewed the application and the Master Agreement Consistency Recommendation and agreed with the recommendation and has issued a "Master Agreement Consistency Determination" as required by the LUDR.

Conclusion of Law:

2. **The proposed subdivision, as conditioned, follows the provisions and requirements of the Badger Mountain Land Use and Development Regulations and the Master Agreement between the City of Richland and Nor Am Investments, LLC.**

Findings of Fact:

6. Section 24.12.053 of the RMC 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.
7. The proposed preliminary plat provides for the creation of a system of streets, sidewalks and alley ways, includes provisions for the extension of domestic and irrigation water, sanitary sewer and electrical power, provides for a number of private park and open space areas, a site for a school and provides for a system of pedestrian trails.
8. The proposed improvements to serve the preliminary plat are consistent with the standards and requirements contained in the LUDR and in the Master Agreement between the City of Richland and Nor Am Investments, LLC.
9. The Badger Mountain Subarea Plan identifies sites for future public schools to provide for the school needs that will be generated by the future population that is expected to reside within the Badger Mountain South community. The Kennewick School District (KSD) boundaries include the area proposed for the preliminary plat of South Orchard 1. The proposed school site identified as lot 227, a 214 acre parcel, would be occupied by the KSD.
10. City staff and other utility providers reviewed the project and have recommended specific conditions of approval as set forth in the Technical Advisory Committee report, dated January 28, 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:

11. The City has adopted a Planned Action Ordinance for the Badger Mountain South community.
12. Under the provisions of the Planned Action Ordinance, projects are not reviewed through the standard provisions of the State Environmental Policy Act. Rather, a review is conducted to determine if the proposed project is consistent with the mitigation measures enumerated in the Master Agreement.
13. On Thursday February 20, 2014 the City issued a letter of consistency, finding that the proposal is in fact consistent with the mitigation measures contained in the Master Agreement.

Conclusions of Law:

5. Pursuant to Chapter 22.09 of the RMC (State Environmental Policy Act), impacts of the proposal have been appropriately identified and mitigated as set forth in the City's adopted Planned Action Ordinance.
6. Based on the above findings and conclusions, approval of the proposed preliminary plat of West Vineyards is warranted because the project conforms to the City's adopted comprehensive plan, the applicable Land Use and Development Regulations as amended and the Master Agreement provisions, is consistent with the requirements of the City's subdivision regulations and is consistent with the City's Planned Action Ordinance.



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

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.

1. Preliminary plat approval to subdivide 126.8 acres into 281 lots and 14 tracts known as the plat of South Orchard I (S2014-100)

Mr. Lambert presented the staff report requesting preliminary plat approval to allow for development of a proposed 281 lot subdivision for single family and multi-family development including a 14 acre future school site, a 6 acre City park site and a storage lot to be utilized by the residents. The 127 acre area located in the southeastern corner of the Badger Mountain Community and overhead photos were displayed. The proposal was found to be consistent with the master agreement and the planned action environmental ordinance for the Badger Mountain South Community. Mr. Lambert verbally corrected page 3 of the staff report, where a 214 acre parcel should have been stated as a 14 acre parcel to be occupied by the school district.

Chairman Utz opened the Public Hearing at 8:44 PM.

Loren Combs, Applicant "I'm pleased to be bringing forward before you another plat and I did some calculations here. If we spend as much time on that 3.75 acre plat that you just dealt with and we take an hour for breakfast, lunch and dinner; and breakfast on Friday, we could break before noon on Friday, based on this plat; based on the same number of acres. But, the discussion was good because the issues that you were struggling with are dealt with in this plat. And, we have taken the LUDR amendments that you just recommended and some of them appear in this plat because of the surfaces that we're dealing with and the grades that we're dealing with. But there are no alley; or, excuse me, the houses are alley loads on that primary collector, because it makes it... It lets the traffic move, it lets the bicycles move and you don't have as much car interference. It's interesting, one of the notes the other Aaron, the other developer that was here today mentioned, I thought was really interesting: 'The alley load product makes for a nicer streetscape.' I don't know if you caught that because you were focused on the driveways, but he acknowledged that when you do alley loads, it makes a better looking front of the house. And, so, we have a lot of alley load in this product. We have a lot of safe pedestrian corridors. To clear up one item that Mr. Lambert brought up, Kennewick School District actually owns the land and you'll see they're one of the applicants for this. Because, they are entitled to the 20 acre parcel and as part of this platting process, 6 acres of that will be cut off and conveyed to the City of Richland for the area of the community park. So, you'll have the 14 acre elementary school site bordering a 6 acre City owned park. That's all I have. I concur with the staff report and the recommended findings and conclusions and would ask you to approve it and send it on to the Council for action. Thank you."

Chairman Utz closed the Public Hearing at 8:47 PM.

Discussion:

A motion was made by Commissioner Madsen and seconded by Commissioner Jones to concur with the findings and conclusions set forth in Staff Report (S2014-100) and recommend that the City Council approve the proposed preliminary plat of South Orchard 1 subject to the conditions of approval set forth in the Technical Advisory Committee Report dated January 28, 2014.

Discussion on the Motion:

Commissioner Jones asked for clarity on where the irrigation lines connect. **Mr. Combs** assumed the irrigation would follow the same method as that being used to irrigate the West Vineyard trees, but didn't have specifics. He guaranteed they would be watered, but did not know the exact method. **Commissioner Jones** suggested an indication on the drawings of the irrigation source for the Planners. **Mr. Lambert** informed all that irrigation would be provided by Badger Mountain Irrigation District.

Commissioner Madsen congratulated Mr. Combs and supported the project. He asked about when the project would tie in with the current construction. **Mr. Combs** explained that the water line was put through entire development early on due to poor flow from the Badger Mountain Irrigation District and a requirement by the Fire Marshall. Then, sewer and water became available sooner. Since utilities were made available on both ends, they began development began on both ends of the project. He pointed out on overhead maps that the water lines would follow the road. **Mr. Combs** anticipated the roadway tie in would occur in 2017. He also commented that he was glad the Planning Commission liked the plan, because they helped with the design.

MOTION CARRIED 9-0.

ADJOURNMENT:

The February 26, 2014 Richland Planning Commission Regular Meeting 1-2014 was adjourned at 9:05 PM. The next regular meeting of the Planning Commission will be held on March 26, 2014.

PREPARED BY: Penny Howard, Recorder, Planning and Development

REVIEWED BY:

Rick Simon, Secretary
Richland Planning Commission

STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: S2014-100

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

GENERAL INFORMATION:

APPLICANT: VSI DEVELOPMENT, LLC

REQUEST: PRELIMINARY PLAT APPLICATION TO SUBDIVIDE
126.80 ACRES INTO 281 LOTS AND 14 TRACTS KNOWN AS SOUTH
ORCHARD 1. LOTS INCLUDE RESIDENTIAL, MIXED-USE (MULTI-
FAMILY, NEIGHBORHOOD BUSINESS) PARK, SCHOOL AND
STORAGE USES.

LOCATION: WITHIN THE BADGER MOUNTAIN SOUTH PLANNED COMMUNITY,
GENERALLY NORTH OF REATA ROAD AND WEST OF THE PLAT
OF REATA RIDGE.

REASON FOR REQUEST:

The applicant is requesting preliminary plat approval to allow for development of a 281 lot subdivision for single family and multi-family development as well as a lot for a future school site, a lot for a city park and finally a lot for a storage use. The application is submitted pursuant to the Land Use and Development Regulations (LUDR) adopted and as amended by the City specifically for the Badger Mountain South Community. This proposal if approved would be based on the amended LUDR which must take place in order for this preliminary plat to be approved as designed and requested.

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 January 28, 2014 submits:

Findings of Fact:

1. The Richland Comprehensive Land Use Plan for this area is the Badger Mountain South Subarea plan and is a portion of the Badger Mountain South Master Planned Community. The plan designates portions of the site as Low Density Residential, portions of the site as Medium Density Residential, portions as High Density Residential and portions of the site as a Civic (Parks, Trails, Open Space) area.
2. The proposed preliminary plat includes a variety of lot sizes and types, with single family lots from 6,000 to over 26,000 square feet, paired housing (duplex type lots) to be developed as fee simple zero lot line properties, as well as parcels designated

neighborhood collector (NC) that could be developed as retail or multi-family in accordance with the development plan. Further, 3 lots will be platted with one for a future school, another for a City park and the third slated for a storage use to support the future residents storage needs. These lots are identified on sheet C0.01 of the submitted plans in the notes section.

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 subject to both the provisions of the Land Use and Development Regulations (LUDR) and as amended for the Badger Mountain South Community and the Master Agreement between the City of Richland and Nor Am Investments, LLC.
4. All proposed developments subject to the Badger Mountain LUDR regulations are required to be reviewed by the Badger Mountain South Master Plan Administrator. The Administrator has issued a Master Agreement Consistency Recommendation (as provided for in Section 1.H of the LUDR) stating that the application meets the terms and obligations of the approved Master Agreement and the requirements of the LUDR.
5. City staff has reviewed the application and the Master Agreement Consistency Recommendation and agreed with the recommendation and has issued a "Master Agreement Consistency Determination" as required by the LUDR.

Conclusion of Law:

2. **The proposed subdivision, as conditioned, follows the provisions and requirements of the Badger Mountain Land Use and Development Regulations and the Master Agreement between the City of Richland and Nor Am Investments, LLC.**

Findings of Fact:

6. Section 24.12.053 of the RMC 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.

7. The proposed preliminary plat provides for the creation of a system of streets, sidewalks and alley ways, includes provisions for the extension of domestic and irrigation water, sanitary sewer and electrical power, provides for a number of private park and open space areas, a site for a school and provides for a system of pedestrian trails.
8. The proposed improvements to serve the preliminary plat are consistent with the standards and requirements contained in the LUDR and in the Master Agreement between the City of Richland and Nor Am Investments, LLC.
9. The Badger Mountain Subarea Plan identifies sites for future public schools to provide for the school needs that will be generated by the future population that is expected to reside within the Badger Mountain South community. The Kennewick School District (KSD) boundaries include the area proposed for the preliminary plat of South Orchard 1. The proposed school site identified as lot 227, a 214 acre parcel, would be occupied by the KSD.
10. City staff and other utility providers reviewed the project and have recommended specific conditions of approval as set forth in the Technical Advisory Committee report, dated January 28, 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:

11. The City has adopted a Planned Action Ordinance for the Badger Mountain South community.
12. Under the provisions of the Planned Action Ordinance, projects are not reviewed through the standard provisions of the State Environmental Policy Act. Rather, a review is conducted to determine if the proposed project is consistent with the mitigation measures enumerated in the Master Agreement.
13. On Thursday February 20, 2014 the City issued a letter of consistency, finding that the proposal is in fact consistent with the mitigation measures contained in the Master Agreement.

Conclusions of Law:

- 5. Pursuant to Chapter 22.09 of the RMC (State Environmental Policy Act), impacts of the proposal have been appropriately identified and mitigated as set forth in the City's adopted Planned Action Ordinance.**
- 6. Based on the above findings and conclusions, approval of the proposed preliminary plat of West Vineyards is warranted because the project conforms to the City's adopted comprehensive plan, the applicable Land Use and Development Regulations as amended and the Master Agreement provisions, is consistent with the requirements of the City's subdivision regulations and is consistent with the City's Planned Action Ordinance.**

RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in the Staff Report (S2014-100) and recommend that City Council approve the proposed preliminary plat of South Orchard 1 subject to the conditions of approval set forth in the Technical Advisory Committee Report dated January 28, 2014.

ATTACHMENTS

- 1- Supplemental Information
- 2- Technical Advisory Committee Report
- 3- Vicinity Map & Aerial Photo
- 4- Copy of Public Notice
- 5- Application Letter and Application Form
- 6- Master Agreement Consistency Recommendation
- 7- Master Agreement Consistency Determination
- 8- Modified Environmental Checklist for South Orchard 1
- 9- Planned Action Consistency Determination
- 10-Proposed Preliminary Plat

EXHIBIT (1)

SUPPLEMENTAL INFORMATION

DESCRIPTION OF PROPOSAL

VSI Development LLC has filed an application for a preliminary plat to subdivide 126.80 acres into 281 total lots and 14 tracts. Consistent with the Badger Mountain South Master Plan and associated Land Use and Development Regulations (LUDR) the residential component will consist of single family lots on large and small lots including ten lots that will permit mansion apartments. Twenty lots will provide for paired (duplex) housing and potentially multi-family could be developed on lots 25, 26 & 28. Of note is these lots could also be developed with neighborhood business uses as they are designated as Neighborhood Collector (NC) via the LUDR. The NC designation is also found on lot 27 proposed to be developed for storage to be utilized by the future residents. Finally, lot 228 will be dedicated as a 6.58 acre City park and lot 227 will likely be a 14 acre school site. Refer to the attached copy of the preliminary plat for a more detailed description of the proposal.

SURROUNDING ZONING AND LAND USES

North & West	Property to the north and west is a continuation of the Badger Mountain South Master Planned Community with agricultural activities present.
South	Property to the south across Reata Road is located within unincorporated Benton County and consists of vacant land, homes and the office of the Badger Mountain Irrigation District.
East	Property to the east contains the plat of Reata Ridge which was platted under Benton County regulations, prior to it being annexed into the City along with the Badger Mountain South land in December of 2010.

Physical Features: The site is currently used for agriculture and contains two irrigation circle systems. As such, most of the native vegetation has been removed. The site consists of gently rolling topography and slopes down from south to north by approximately 50-feet with the highest point of the property located along Reata Road at nearly 900-feet and sloping to an approximate average of 850-feet in the northern portion of the site.

Comprehensive Plan: The comprehensive plan that is in place for this project is the Badger Mountain South Subarea Plan. It designates portions of the site for Low Density

Residential development, Medium Density Residential Development, High Density Residential Development and Civic (spaces for parks, open spaces and trails). A copy of the land use plan for Badger Mountain South is found in the overall Planning Commission packet for the 2/26/14 meeting as amendments to the LUDR will be reviewed at the same meeting. Note that as proposed the preliminary plat of South Orchard 1 is designed on the assumption that the LUDR amendments are accepted.

Development Regulations: The Badger Mountain South Master Planned Community is subject to an alternate set of development regulations that were specifically designed for Badger Mountain South. These Land Use and Development Regulations (LUDR) supersede standard zoning and subdivision standards that normally would apply to a preliminary plat. The development is also subject to the master development agreement between the City and NOR AM Investments. A copy of the LUDR is attached.

LUDR

The LUDR divides Badger Mountain South into a number of districts. The proposed preliminary plat encompasses portions of four of these districts (For a full description of the regulating plan and district refer to Section 1F of the LUDR):

BMS-NE – The Neighborhood Edge District is the most restrictive residential district in Badger Mountain South. It is intended to allow a variety of low density and low intensity Single-Family Houses and Accessory Units on larger lots. The landscape style is appropriate to a neighborhood with street trees and sidewalks.

BMS-NG – The Neighborhood General District is the primary residential district found in Badger Mountain South. It is intended to permit a variety of housing types at urban intensities and densities. Allowable building types include Civic/Institutional/Community Buildings, Courtyard Housing, Mansion Apartments, all in limited applications, as well as Duplexes, Cottage Courts, Single-Family Houses, both with alley and limited street access garages and Accessory Units. No house in the BMS-NG District is intended to be farther than three blocks from any park, mini park or other type of open space. The landscape style is appropriate to a neighborhood with street trees and sidewalks.

BMS-NC – The Neighborhood Collector District is a residential district located in close proximity to parks, trails and greenbelts primarily along Collector streets and neighborhood entry points. It is intended to permit a variety of housing types at medium intensities and densities, with some opportunities for neighborhood-serving retail, businesses, services and cafes. Allowable building types include Civic/Institutional/Community buildings, Neighborhood Goods and Services Buildings, Commercial/Mixed-Use, Live/Work, Stacked Units, Row Houses, Courtyard Housing, Mansion Apartments and Duplexes. The landscape style is appropriate to a neighborhood with street trees and sidewalks, or when adjacent to a greenbelt, a wider landscaped treatment with a portion of the community's trail system.

BMS-CIVIC – The Civic District contains the open space, schools, civic and community facilities throughout the Badger Mountain South development comprising 30% of the acreage of the entire development. The district provides passive and active open space uses. Buildings and structures in the district are primarily intended for civic, community or institutional uses and will consist of schools, community centers, playgrounds, picnic shelters, bathrooms and similar types of buildings and structures and civic improvements.

The process set forward in the LUDR calls for development projects to be reviewed by both the City and by the Badger Mountain South Master Plan Administrator (BMS-MPA). The BMS-MPA has submitted a proposed Master Agreement Consistency Recommendation (MACR) for the City's consideration. This recommendation has been adopted by staff. The Master Agreement Consistency Determination process is described more fully in Section 1.H of the LUDR.

Master Development Agreement

The master development agreement in the Green Infrastructure section, sets forth a schedule for the developers' responsibility in providing privately owned and maintained parks and open spaces. For the South Orchard 1 neighborhood, a City park, private local parks, trails and greenbelts are identified (see attached copy of Master Agreement) based on the number of dwellings that is projected for the South Orchard Neighborhood.

The agreement stipulates that phasing of development is at the determination of NOR AM's own schedule in light of market conditions. The preliminary plat application does not contain any phasing boundaries, giving the applicant maximum flexibility to construct phases of the project in the order of their choosing.

Impact fees for the public parks within Badger Mountain South will be required for each residential unit constructed.

State Environmental Policy Act (SEPA): A Supplemental Final Environmental Impact Statement was completed for this site at the time that the City adopted a subarea plan for the Badger Mountain South area in 2010. The property was annexed at that time and the City adopted a Planned Action Ordinance for the Badger Mountain Master Planned Community. The effect of the Planned Action Ordinance is that standard SEPA review is not required, provided that any project proposed within the boundaries of the Master Planned Community is consistent with the master plan and that the mitigation measures identified in the adopted SEPA documents are followed. Projects that are determined to be consistent with the subarea plan, the master agreement between the City and Nor Am investments and the mitigation measures enumerated in the adopted SEPA documents are issued a "letter of consistency". Staff issued such a letter on February 20, 2014, following the review a modified environmental checklist submitted by the applicants. Copies of both documents are included in the staff report.

ANALYSIS

This preliminary plat represents the second development within the master planned community but will be the first opportunity for the City to implement the amended LUDR regulations. There are marked differences between the proposal and standard subdivisions, so this application looks quite different than typical plats reviewed by the Planning Commission. Features such as alley loaded residential lots, more dense patterns of development including mixed-uses, small private park spaces, and narrower streets are some of the features of the Badger Mountain South plan that would not meet typical City development standards but are consistent with the standards in the LUDR.

A second difference between this project and other development applications is that a specific phasing plan is not required as part of the preliminary plat application. Rather, the developer has the option of determining the number and configuration of the phases that will be needed to build out the project. This means that some of the requirements for phasing the infrastructure cannot be determined at this stage of the process. Rather, some of these determinations will need to be made when the applicant submits plans for a final plat for each phase of the project.

A final and Another difference between this application and standard subdivision applications is the level of detail that is needed to verify compliance with the LUDR. Unlike a standard plat, there is an entire level of review that will need to be completed prior to the issuance of residential building permits. Conformance with building type standards, landscape standards and sustainable standards must be made at the time building permits for individual structures are submitted. The LUDR regulations require that further reviews be completed by staff at the time of final platting, at the time individual building permits are applied for and when certificates of occupancy are issued at the completion of a building project. In this way, the detailed requirements contained in the LUDR can be adequately monitored by the City.

In evaluating this application, staff finds that the South Orchard 1 preliminary plat application is consistent with the provisions of the LUDR as amended, as delineated in the Master Agreement Consistency Determination. Further, the application is consistent with the master development agreement and the planned action ordinance.

CONCLUSION

The proposed plat layout is in compliance with the use and density envisioned for the property in the City's adopted Badger Mountain South Subarea Plan and its Land Use and Development Regulations as amended. Subject to the conditions set forth in the Technical Advisory Committee Report, the proposed preliminary plat of South Orchard 1 is consistent with the specific regulations set forth to govern the development of this master planned community.

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EXHIBIT (2)



MEMORANDUM

COMMUNITY DEVELOPMENT DEPARTMENT

Development Services Division

TAC MEETING SUMMARY

MEETING DATE: January 28, 2014
PROJECT: Preliminary Plat of South Orchard 1
ATTENDEES: City of Richland;
Judy Garcia & Jason Reathaford, Civil & Utility Engineering
Jeff Peters, Transportation
Kelly Hill, Energy Services
Aaron Lambert, Development Services
Jim Jordan & Rick Shively, Richland Fire
Other Utilities;
Bruce Yamauchi, Cascade Natural Gas
John Simmons, Badger Mountain Irrigation District

APPLICANT: VSI DEVELOPMENT, LLC

REQUEST: PRELIMINARY PLAT APPLICATION TO SUBDIVIDE
126.80 ACRES INTO 281 LOTS AND 14 TRACTS KNOWN AS SOUTH
ORCHARD 1. LOTS INCLUDE RESIDENTIAL, MIXED-USE (MULTI-
FAMILY, NEIGHBORHOOD BUSINESS) PARK, SCHOOL AND STORAGE
USES.

LOCATION: WITHIN THE BADGER MOUNTAIN SOUTH PLANNED COMMUNITY,
GENERALLY NORTH OF REATA ROAD AND WEST OF THE PLAT OF
REATA RIDGE.

ENGINEER: AHBL, Inc.

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

The Technical Advisory Committee conducted a review of the request and recommends that if the preliminary plat is approved, such approval be subject to the following conditions:

1. The proposed preliminary plat cannot be approved as proposed without the approval of the amendments to the Land Use and Development Regulations (LUDR) under review by the Planning Commission, project file Z2014-100.
2. Prior to final plat approval for the phase being finalized, complete engineering plans indicating street design and grading, utility plans including water and sewer, electrical, street lighting, telephone, television cable, natural gas, and irrigation system shall be approved by the Richland Civil and Utility Engineering Division and shall be consistent with the requirements of the responsible departments or companies.
3. Prior to final plat approval for the phase being finalized, all improvements required by under the Land Use and Development Regulations adopted for the Badger Mountain South Subarea shall be installed and accepted by the City or the developer shall provide bonding or other sufficient security acceptable to the City ensuring their installation.
4. There shall be a minimum of two-directions from within the plat that each lot can be accessed from a paved street during all phases of development.
5. The street names and addresses shall be finalized at time of final plat submittal and review. Street naming and addressing shall be in conformance to RMC Chapter 12.01. The following note shall be placed on the final plat(s): **“Address numbers [noted in brackets] are subject to change by the City of Richland at time of building permit issuance.”**
6. Park fees as required by Richland Municipal Code (RMC) Chapter 22.12 shall be paid prior to the City’s performance of a final inspection for any new home within the plat boundaries. The following note shall be placed on the final plat: **“Park fees as required by Richland Municipal Code Chapter 22.12 shall be paid by the property owner prior to the time that a final building inspection is performed by the City for any home on any lot within this subdivision.”**
7. All construction located within the boundaries of this plat shall conform with the requirements of the Land Use and Development Regulations (LUDR) adopted and as amended by the City of Richland for the Badger Mountain South Community. To ensure that future lot buyers are properly informed of the specific LURD requirements, the following notes shall be placed on the final plat:
 - a. **“All residential structures to be constructed within this plat, including single family and duplex structures shall be constructed with a sprinkler system that meets the National Fire Protection Association (NFPA) standards 13-D.”**
 - b. **“All residential lots shall be improved within landscaping at the time a certificate of occupancy is issued for any residential use on that lot in accordance with the landscape standards contained in Section 11.E of the Land**

Use and Development Regulations for the Badger Mountain South Community.”

- c. “All residential structures located within this plat shall conform to the Building Type Standards contained in Section 8 of the Land Use and Development Regulations for the Badger Mountain South Community.”**
 - d. All residential structures located within this plat shall conform to the Sustainable Standards contained in Section 12 of the Land Use and Development Regulations for the Badger Mountain South Community.”**
- 8. Development shall comply with all applicable requirements of the Badger Mountain Irrigation District including but not limited to requirements for design and installation of an irrigation system and related easements.
- 9. The final plat(s) shall include a note identifying the intended use and ownership of all non-residential tracts within the plat boundaries.
- 10. At the time the applicant submits design drawings for construction of a phase of the final plat, the City Development Services Division shall review said plans for conformance with the provisions of the LUDR and the Master Agreement. Specifically, the City will review to ensure that there are lots on each block designated for two types of buildings or outlined in the LUDR; that the streets proposed for construction are consistent with the street types and edges as delineated in Section 6 of the LUDR; that the proposed park and/or trail improvements for each phase are consistent with Exhibit D of the Master Agreement relating to green infrastructure.
- 11. Prior to any construction activities taking place on site, the applicants shall demonstrate compliance with the Environmental Mitigation Conditions identified Exhibit B of the Master Agreement between the City of Richland and Nor Am Investments, LLC and as identified in the City’s Planned Action Ordinance. Specifically, the following conditions shall apply:
 - a. The applicants shall submit a dust control plan to the Benton County Clean Air Authority for their review and approval. All construction work shall be performed in accordance with the provisions of the approved dust control plan.
 - b. The applicants shall submit an erosion control plan to the City of Richland Public Works Department for their review and approval. All construction work shall be performed in accordance with the provisions of the approved erosion control plan.
 - c. The applicants shall conform to City noise standards.

**CITY OF RICHLAND
CIVIL AND UTILITY ENGINEERING
DEVELOPMENT COMMENTS**

DATE: February 20, 2014

TO: AARON LAMBERT, SENIOR PLANNER

PLAT REVIEW BY: JASON REATHAFORD, ENGINEERING TECH 4
JEFF PETERS, TRANSPORTATION ENGINEER
PETE ROGALSKY, PUBLIC WORKS DIRECTOR

PROJECT NAME: SOUTH ORCHARD 1 PRELIMINARY PLAT (S2014-100). Consisting of 238 SFD's, 26 "paired" housing (duplexes), 10 "mansion" apartments (3-6 plexes), 1 storage lot, 1 school or "future development" lot zoned in the LUDR as "civic", 1 City park, 4 unidentified lots at west end, (half are zoned in the LUDR as "NE", the other half zoned in the LUDR as "NG")

PROJECT LOCATION: BADGER MOUNTAIN SOUTH COMMUNITY, ADJACENT TO REATA RIDGE AND NORTH OF REATA ROAD

The Civil and Utility Engineering Division has reviewed the preliminary plat received in this office on January 17, 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 a AutoCAD format compatible with the City's standard CAD software. Electronic copies of the construction plans are required prior to the pre-con meeting, along with the multiple sets of paper drawings. The mylar record drawings (including street lights) shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
2. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
3. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate

irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance.

4. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way permit prior to construction. A plan review and inspection fee in the amount equal to 5% of the construction costs of the work within the right-of-way or easement will be collected at the time the permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the final plan submittal.
5. 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.
6. 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.
7. 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.
8. 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’.
9. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
10. 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/>
11. 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.

12. 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:

13. 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. Trash compactors (high capacity dumpsters) shall be plumbed to the sanitary sewer system.
 - M. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - N. 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.
 - O. The minimum centerline radius for local streets shall be 100-feet.
 - P. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
 - Q. 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.

- R. A detailed grading plan shall be included in the submitted plan set.
 - S. 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.
 - T. 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.
 - U. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - V. 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.
 - W. 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.
 - X. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
 - Y. All intersections with public streets shall meet horizontal, vertical and intersectional design requirements for sight distance (A.K.A. the Vision Clearance Triangle).
 - Z. All driveways for commercial projects shall construct City standard commercial driveways. Radius-style driveways are not allowed.
 - AA. 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.
 - BB. 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.).
 - CC. 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.
14. If the preliminary plat 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 preliminary plat 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.
15. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
- A. 2-inches compacted gravel, minimum (temp. SEVA only).

- B. 2% cross-slope, maximum.
- C. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
- D. Be 20-feet in width.
- E. Have radii that are accommodating with those needed for City Fire apparatus.

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

16. SURVEY MONUMENT DESTRUCTION:

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

- A. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). WAC 332-120-030(2) states "It shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work or other activity for the purpose of locating and referencing any known or existing survey monuments." (RCW 58.09.130).
- B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120-030(2)).
- C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120-030(3)).

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

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

Traffic & Streets:

17. Reata Road is a Benton County road in this area. All intersections with Reata Road must be reviewed and approved by Benton County.
18. 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.).
19. A ten-foot public utility easement along the Reata Road frontage shall be provided on the face of the final plat.
20. A note will be shown on the face of the final plat stating that no driveways accessing single family lots will be allowed onto Reata Road.
21. All road sections with the designation "collector" shall have restricted driveway access from single family lots.
22. All private roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.
23. Typically the City of Richland Fire Department requires 20-feet of clear space between parked cars. Several of the road sections proposed have less than this for a drive aisle (16-feet, for example). The Fire Department shall approve the proposed road cross sections prior to submittal of construction plans.
24. The proposed 20-foot rear alley easements shall be private roadways which are for the use and benefit of the homeowners that abut said roads, and are to be maintained by the adjacent property owners. The City of Richland accepts no maintenance responsibility for the rear alley easements.
25. Homes whose sole access is the proposed "rear alley easement" road section may have to place their garbage cans at locations acceptable to City solid waste collection vehicles.
26. All intersections of private roadways or alleys with City streets shall be standard commercial driveway drops constructed to City standards.
27. If any parking is restricted, street signs indicating restricted parking shall be installed prior to final platting at the developers expense.

28. City standard sidewalk shall be installed along the City park frontage (lot 228) at the time that the phase that constructs the park is built.

Domestic Water:

29. Domestic water shall be extended to the adjoining properties adjacent to the plat.
30. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed.
31. The fire hydrant layout shall be approved by the City Fire Marshal.
32. If any homes within this preliminary plat are required to install residential fire sprinkler systems, the sprinkler systems shall be flow-through type in compliance with the City's cross connection control program.

Sanitary Sewer:

33. The closest City sanitary sewer available for this development is located in Leslie Road to the east, or the City sanitary sewer lift station on Dallas Road, or in the plat of West Vineyard 1 to the NW. It shall be the responsibility of the developer to extend a sewer main to this property to serve sanitary sewer at the time of plat construction.
34. 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.
35. Sanitary sewer shall be extended to the adjoining properties adjacent to the plat.

Storm Water:

36. 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.
37. 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.

38. 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.
39. 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.
40. 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.
41. 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.
42. 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").
43. 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.
44. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.

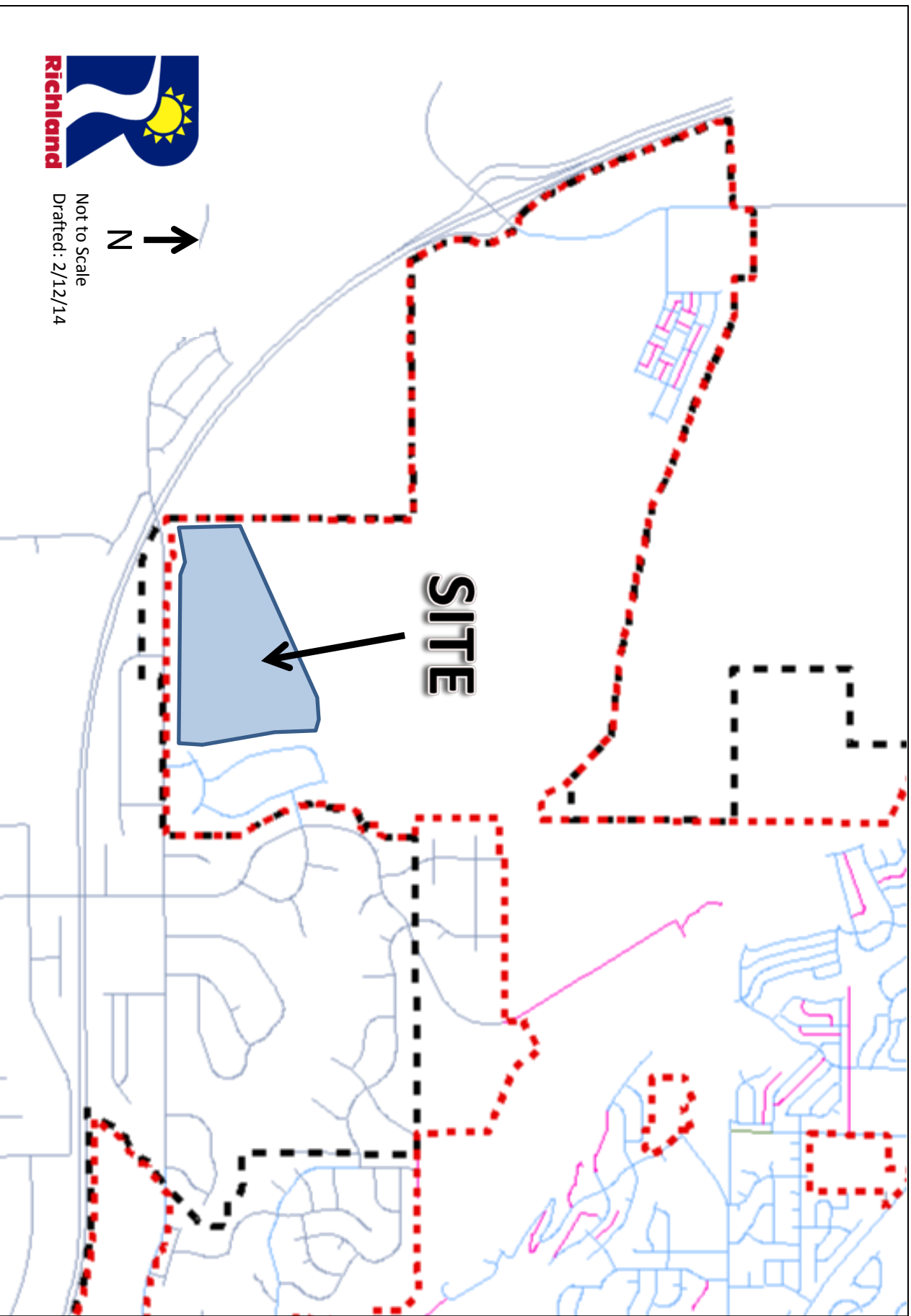
45. If the storm drain pond slopes are greater than 25% or deeper than 4-feet, then a 6-foot fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles. A maintenance road from the public Right of Way to the bottom of the pond is also needed (2-inches 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.
46. 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.
47. 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.

Final Platting / Project Acceptance Requirements:

48. 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.
49. 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.

50. 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.
51. 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.
52. 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"*.
53. A note shall be added to the face of the plat that states: *"The private drives within this plat are fire lanes and parking may be restricted. Any required no-parking signs shall be installed by the developer where applicable."* 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.
54. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the property owners to maintain.
55. A one-foot "No access / screening easement" will be required along the Reata Road and all "collector" street Right of Ways.
56. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
57. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.

EXHIBIT (3)



Not to Scale
Drafted: 2/12/14



Not to Scale
Drafted: 2/12/14



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EXHIBIT (4)



CITY OF RICHLAND

NOTICE OF APPLICATION

AND PUBLIC HEARING (S2014-100)

Notice is hereby given that VSI Development LLC, on January 6, 2014, filed an application for preliminary plat approval to subdivide 126.8 acres into 281 single family residential lots and 14 tracts (Preliminary Plat of South Orchard 1). The property is located in the southern portion of the City in the area known as Badger Mountain South and borders E. Reata Rd. on the south and the Plat of Reata Ridge the east boundary. As a part of the Badger Mountain South master planned community the site has residential and civic land use designation. The average lot size of the lots will be 13,834 square feet. Pursuant to Richland Municipal Code (RMC) Section 19.30.030 the City of Richland determined the application complete for processing on January 6, 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. 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 (5)

Development & Permit Services Division • Current Planning Section
840 Northgate Dr. • Richland, WA 99352

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

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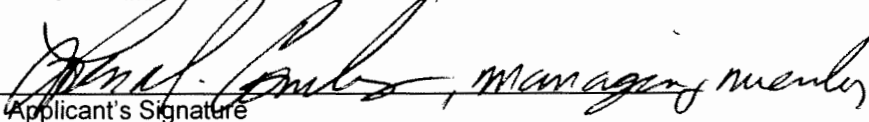
JAN 06 2014

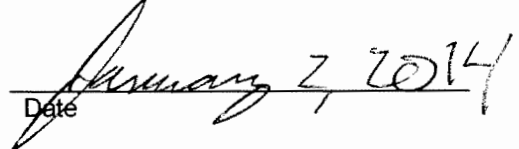
Planning &
Development Services

PRELIMINARY PLAT APPLICATION

Applicant's Section			
Applicant or Sponsor VSI DEVELOPMENT, LLC			
Address 3600 PORT OF TACOMA ROAD, SUITE 311		City TACOMA	State WA
Zip 98424			
Phone Number 253.468.8567	Fax Number NA	Other NA	
Proposed Subdivision Name SOUTH ORCHARD		Legal Description SEE ATTACHED	
Average Size Lots 13,832 SF		Proposed Number of Tracts 14	
Average Lot Size (Residential Lots) 9,246 SF		Area in Acres 126.80 AC	
Proposed Number of Lots 281		Proposed Number of Blocks 29	
Name of Surveyor Platting Subdivision JOHN BECKER, PLS (AHBL)			
Address 9825 SANDIFUR PARKWAY, SUITE A		City PASCO	State WA
Zip 99301			
Phone Number 509.380.5883	Fax Number NA	Other NA	

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

 *managing member*
Applicant's Signature


Date

OFFICE USE ONLY

Filed on _____ Signature _____

Case File No. _____ Date of Planning Commission Hearing _____

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.

RECEIVED

JAN 06 2014

Loren D. Combs
ldc@vsilawgroup.com

Planning &
Development Services January 6, 2014

Mr. Rick Simon
Development Services Manager
City of Richland
940 Northgate Drive
Richland, WA 99352

Hand Delivered

Re: Our Client: Nor Am Investment, LLC
Our File No.: 33266
Project: Badger Mountain South Master Plan Community
Subject Matter: South Orchard I Preliminary Plat Application

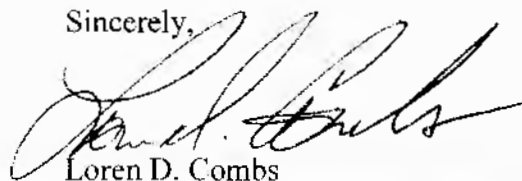
Dear Mr. Simon:

I am pleased to submit to you with this letter the Application for Preliminary Plat of South Orchard 1. Included with this letter are the following items:

1. Signed City of Richland Preliminary Plat Application using the City's form;
2. Nor Am Investment, LLC check number 6794 in the amount of \$1,960.00 for the application fee;
3. Signed Property Owner Consent signed by the Kennewick School District, consenting to the Preliminary Plat Application;
4. Thirty-two (32) full size (24" x 36") copies of the South Orchard I Preliminary Plat civil drawing package including overall landscape plan;
5. Two (2) reduced size (11" x 17") copies of the South Orchard I Preliminary Plat civil drawing package including overall landscape plan;
6. The signed Badger Mountain South Master Agreement Consistency Recommendation (MACR) Supplement to Preliminary Plat Application;
7. Badger Mountain South Planned Action Consistency Determination Modified Environmental Checklist for South Orchard I Preliminary Plat;
8. Title Report; and
9. Adjoining property mailing labels.

I look forward to working with you through this process. I will be in Richland January 13, 2014, and if you have read this, perhaps we could meet and go over any questions you may have.

Sincerely,



Loren D. Combs

**PROPERTY OWNER CONSENT
TO FILING OF SOUTH ORCHARD 1 PRELIMINARY PLAT APPLICATION**

Kennewick School District, an owner of real property within the boundaries of the proposed Preliminary Plat of South Orchard 1, hereby consents to VSI DEVELOPMENT, LLC, Loren D. Combs, Managing Member, filing and processing of the Preliminary Plat Application for South Orchard 1.

KENNEWICK SCHOOL DISTRICT

By: Dave Bond

January 6th, 2014

Dave Bond
(Printed Name)

Its: Superintendent

EXHIBIT (6)

Badger Mountain South
Master Agreement Consistency Recommendation (MACR)
Supplement to the Preliminary Plat Application for
South Orchard 1

RECEIVED
JAN 06 2014
Planning &
Development Services

Executive Summary

The successful development of the Badger Mountain South Master Plan Community (BMS) requires close attention to the detailed planning and standards created in the adopted Master Agreement, specifically to the Land Use and Development Regulations as found in Exhibit C of the Master Agreement, commonly identified as the LUDR. The LUDR standards are designed to go beyond the more typical city requirements or standards because they are seen by the Master Developer as building blocks to creating a walkable and sustainable community.

The LUDR establishes a process for the review of development applications that is intended to integrate into the existing city application processes and yet provide the close attention to LUDR standards without adding significant review time by city staff. This is accomplished by requiring each development application to meet all City Code submittal requirements and at the same time, undergo a review for consistency with the standards of the LUDR. This latter review is completed by the BMS Master Plan Administrator who makes a written recommendation of consistency to the city's Development Services Manager. A final "Master Agreement Consistency Determination" is issued by the city after the manager's review.

The document which follows is the Master Plan Administrator's recommendation for a determination of consistency for this application. It includes a review of all relevant standards found in the LUDR related to a preliminary plat application. The standards are cited, the specific responses are provided for this application, and the Reviewer Comment section adds other pertinent information. The document concludes with references to other relevant Master Agreement provisions that are met with this application.

The application plat name, "South Orchard 1", is derived from one of the five neighborhoods to be developed in Badger Mountain South. In the LUDR, density targets and housing mix for each of the five neighborhoods is discussed. Since this is an early BMS development application and because it develops only a portion of the South Orchard Neighborhood, meeting density targets and a specific housing mix as described on LUDR page 7-6, will not be totally germane. It is only as the neighborhood continues to develop that the ability to meet these targets will become clear and may require subsequent plat design adjustments on the part of the future developer. However, since these numbers are referred to as "targets", they should be considered as another means to meet the project goals for housing variety and choice, rather than referring to an absolute number of units and unit types for any particular sector..

The applicant has stated that this plat may be finalized in phases, as market conditions warrant. If the final plat is phased, each phase must meet the conditions of the approved Preliminary Plat, the Master Agreement and specifically the LUDR, before it will be finalized.

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**Planning &
Development Services**

Badger Mountain South

**Master Agreement Consistency Recommendation (MACR)
Supplement to the Preliminary Plat Application for South Orchard 1**

DATE: 1-3-14

The purpose of completing the MACR is to ensure that the applicant has met the special requirements for Badger Mountain South as found in the Land Use and Development Regulations (LUDR). It also allows the City staff to be assured that the Master Developer is meeting the terms and obligations of the approved Master Agreement, as it applies to each development activity in Badger Mountain South.

The MACR will be completed by the applicant as indicated and submitted with other Preliminary Plat materials as required in the Richland Municipal Code Chapter 24.12. It is recommended that the applicant has met with the Master Developer prior to completion of this Supplement.

1. Applicant Name, Address and Contact Information:

VSI Development LLC, c/o Loren Combs, 3600 Port of Tacoma Road, Suite 311, Tacoma, WA 98424; 253-9225464

2. Project name: South Orchard 1

3. Project Description including site size in acres:

A subdivision of 126.34 acres total area; 281 lots created; Neighborhood Commercial = 6.86 ac.; about 274 total Single-family and Multi-family lots; elementary school site; city neighborhood park; all in the area of Badger Mountain South that lies adjacent to and north of Reata Road.

4. Is phasing proposed? Please explain: The applicant has stated that this plat may be finalized in phases, as market conditions warrant.

5. Regulating Plan District(s) (see LUDR p.2-2) Neighborhood Edge District (NE); Neighborhood Collector District (NC); Neighborhood General District (NG); Civic District

6. What is the name of the Neighborhood and in which Plan Sector does this proposal lie? (See LUDR pp. 7-5 through 7-9)

Neighborhood: South Orchard Neighborhood (LUDR p.7-9) Plan Sectors: 3, 4 and 5

7. What is proposed use? See Allowable Use Table (see LUDR p. 2-3)

Single and Multi-family residential uses; limited commercial as permitted in NC District; elementary school; city neighborhood park.

8. What Building Types are likely to be developed here? (see LUDR p. 2-4)

Civic/Community Facilities; Neighborhood Goods and Services; Single-family Alley Access and Street Access; Duplex; Stacked Unit; Mansion Apartments

9. LUDR Preliminary Plat Checklist:

Referenced LUDR Section, Criteria and Applicant's Response <i>This column to be completed by Applicant.</i>	Reviewer Comments <i>This column to be completed by Master Plan Administrator.</i>
9.1. Site Size LUDR 7.B.1 "Sites larger than 3 acres shall be subdivided further to create additional blocks (except Civic, Special Districts and Neighborhood Edge Districts)." Total size of proposed plat: <u>126.34</u> (acres) Total size in each phase: <u>Undetermined at this time. If there are phases, size and timing will be decided in the final plat process.</u> (acres)	The platted area includes lots for single-family and multi-family residential, tracts for trails and smaller parks (Block Parks), a City Neighborhood park, commercial sites, and an elementary school site owned by the Kennewick School District.
9.2. Block Size LUDR 7.C.2.a-d Block Size and Configuration must meet the following Block Dimension Standards (except as noted above): Block length = 650', except in VMU District = 400' maximum Depth = 350' maximum Perimeter Dimension = 2,000' maximum Identify the following for the smallest and largest blocks: Block length: <u>smallest – 319 ft.; largest – 677 ft.</u> Block depth: <u>smallest – 256 ft.; largest 256 ft.</u> Perimeter dimension: <u>smallest – 1150 ft.; largest – 1943 ft.</u>	All blocks as proposed meet the LUDR requirements for smaller-scale blocks. Those lots in areas designated as the Neighborhood Edge District (NE) are not subject to block standards, see LUDR Section 7.B.1, on page 7-2.
9.3. Front Facing Block LUDR 7.C.4.e Does the proposal include <u>only</u> blocks to be constructed with alleys? Y/ <input checked="" type="checkbox"/> N If yes, skip to No.9.4; otherwise please circle response: Do those blocks with direct street access lots (i.e., without alleys) meet the following criteria: (1) Non-alley load lots do not front onto a Collector Street, except in single-loaded, perimeter location; or, are located in the NE District; or, where located in an area where two districts abut (NG to NE District). <input checked="" type="checkbox"/> Y/ <input type="checkbox"/> N	Blocks that are to be constructed with both alley and front load lots must meet certain LUDR requirements designed to keep the neighborhood "walkable". The plat does contain front load lots that are in the NE District, a perimeter location and where the two districts abut.

<p>(2): No two blocks across a street may be street accessed except in the BMS-NE District. This standard shall not apply when one of the following conditions exist: when blocks are 325 ft. or less in length; or, when grade differences across blocks exceed 4 ft. Provided that on blocks that exceed 325 ft., no two parallel streets may abut blocks that have street-accessed lots on all block faces.</p> <p><input type="checkbox"/>Y/<input type="checkbox"/>N</p> <p>(3) Non-alley load lots are not across from a Civic District space: <input checked="" type="checkbox"/>Y/<input type="checkbox"/>N</p> <p>The NE District does include exceptions; in LUDR 3.E.1, houses are typically accessed by streets, on lots without alleys; as well, LUDR 7.C.4.e which identifies that the boundary between the NE and NG Districts is considered a perimeter location and excluded from the alley requirement.</p> <p>Does this preliminary plat include any areas where the NE and NG districts abut? <input type="checkbox"/>Y/<input type="checkbox"/>N</p>	<p><i>This column to be completed by Master Plan Administrator.</i></p> <hr/> <p>The LUDR requirement is proposed to be amended to the text as shown to the left (City filing number zone – 131230-1). If this amendment is accepted, this plat will meet this condition.</p> <p>Except for lots No. 235 and 229, all areas designated as Civic areas adjoin a street. The two lots in question abut one of the Civic parcels with their side yards; their rear yards abut a short trail extension that allows convenient public access to the Civic space.</p> <p>Yes, lots 29 and 30 abut at their side yards. This design does not impact neighborhood walkability.</p>
<p>9.4. Other Block Requirements LUDR 7.C.5.a</p> <p>In the Village Mixed Use (VMU), Neighborhood Collector (NC) and Neighborhood General (NG) Districts two (2) building types required on each block; see Section 2.D. for Building Type Table.</p> <p>Identify Building Types proposed if known: <i>Civic/Community Facilities; Neighborhood Goods and Services; Single-family Alley Access and Street Access; Duplex; Stacked Unit; Mansion Apartments</i></p> <p>or, N/A</p>	<p>The plat contains lots with a variety of sizes. By varying the lot size a number of different Building Types and building sizes can be accommodated. This variety is intended to encourage a mix of housing price points.</p> <p>In addition, the applicant has identified specific lots where Duplexes and/or Mansion Apartments may be constructed.</p>
<p>9.5. Other NC District Requirements LUDR 8.G. and 8.I., 3.b.</p> <p>In the Neighborhood Collector (NC) District, when proposing live/work or Row House Building Types, a landscaped separation of 12' must be located between every 8 units, or every 200', whichever is less.</p> <p>Is an area that meets this requirement shown on the plat? Y/N, or <input type="checkbox"/>NA</p>	<p>The applicant has stated that there is at this time no market interest in constructing either Live/work or Row House units. However this condition would apply if those Building Types were to be constructed in the future development of the plat as market acceptability of the product increases.</p>

<p>9.6. Street Standards LUDR 6.B – 6.H</p> <p>Sites being designed into additional blocks must meet Street Standards.</p> <p>Is a public street to be constructed? <input checked="" type="checkbox"/>Y/<input type="checkbox"/>N</p> <p>Provide separate sheet with street type and edge type(s) indicated.</p> <p>Note that cul-de-sacs are prohibited and street stubs must be indicated if adjacent site is vacant.</p>	<p><i>This column to be completed by Master Plan Administrator.</i></p> <hr/> <p>See pages C1.11 – C1.13 for street profiles proposed for this plat including street types and edge types. Note that a new edge type is being proposed with the LUDR amendment. That Edge Type would create a new standards for a Greenbelt Edge which would include an 8 ft. sidewalk (Primary Trail) and a 20 ft. tree lawn.</p> <p>Street stubs are indicated on the plat. The area in the northeast corner of the proposed plat does include a short, half-round street on to which five lots face. Because it is a short but continuous street, it is not considered a cul-de-sac (which generally dead ends).</p>
<p>9.7. Alleys LUDR 6. G (alley design standards) and 7.C.4</p> <p>If alleys are not proposed skip to No. 9.8 below, otherwise complete as indicated.</p> <p>Does this plat include alleys that meet width requirements and other design features as found in 6.G? <input checked="" type="checkbox"/>Y/<input type="checkbox"/>N <i>See sheet C1.13</i></p> <p>Provide alley width dimensions here: <u>Total width is 20 ft.; 12 ft drive lane and two 2 ft gravel shoulder</u></p> <p>LUDR 7.C.4 Alleys are required to be used in the Village Mixed Use (VMU) and Neighborhood Collector (NC) Districts in most instances, see 7.C.4.b. 1 and 2 for exceptions.</p> <p>Alleys are also required in the Neighborhood General (NG) District</p>	<p>Alleys meet LUDR standards.</p> <p>There are no VMU District areas in this plat. Alleys are found within the NC District.</p>

<p>when lots are less than 50' in width.</p> <p>The area of the preliminary plat is in what District(s):</p> <p><u>NE, NG, NC and Civic Districts</u></p> <p>Does this area require alleys? <input checked="" type="checkbox"/> Y / <input type="checkbox"/> N <u>The NC and NG Districts</u></p> <p>Dead end alleys are not permitted; are dead end alleys proposed? Y / <input checked="" type="checkbox"/> N</p>	<p><i>This column to be completed by Master Plan Administrator.</i></p> <hr/> <p>All lots are greater than 50 ft. in width; smallest lot width is 51.3 ft..</p>
<p>9.8. Lot Size by District and Proposed Building Type LUDR 8.B – 8.P</p> <p>In. No. 9.4 (above) proposed Building Types were identified for this project. Do the proposed lot size(s) meet the proposed Building Types lot standards? <input checked="" type="checkbox"/> Y / <input type="checkbox"/> N</p> <p>Please describe:</p> <p><i>Lots vary by size and dimension but all can meet one or more Building Type requirements and related standards.</i></p>	<hr/> <p>Each block includes a mix of lot sizes so that more than one Building Type can be accommodated.</p>
<p>9.9. Block Open Space LUDR 7.D.2, and LUDR 7.D.3.C. and E</p> <p>Number of Block Open Spaces in this plat: <u>4</u></p> <p>LUDR 7.D.2 Block Open Space size: 5,000 sq. ft. to 1 acre; minimum width 50' except when designed to meet sense of enclosure or can average width on an irregular-shaped lot.</p> <p>Identify size and width for each Block Open Space included:</p> <p><i>Tract 6 = 16,522 SF; Tract 9 = 6,162 SF; Tract 10 = 11,920 SF</i> <i>Tract 11 = 14,090 SF</i></p> <p><i>The Block Park Tracts are irregular widths but because they are all larger than the required minimum they will be developable to Block Park standards.</i></p>	<hr/> <p>Block Open Spaces are irregular in shape within this plat but all are above the minimum size and therefore meet the LUDR Block Park standards.</p>

<p>LUDR 7.D.3.C Block Open Spaces are required to be distributed throughout the neighborhoods and are to be located so that no dwelling is more than 3 blocks away from any type of Open Space.</p> <p>Are all residential lots no more than 3 blocks from any type of Open Space? <input checked="" type="checkbox"/> Y/<input type="checkbox"/> N</p>	<p><i>This column to be completed by Master Plan Administrator.</i></p>
<p>9.10 Exceptions Are there any LUDR conditions that cannot be met by this preliminary plat? If so please describe:</p> <p><i>No exceptions proposed.</i> <i>On December 30, 2013 a set of LUDR amendments was filed with the City, City filing number Zone -131230-1.</i></p> <p><i>This preliminary plat implements some of those amendments and therefore is consistent if the LUDR amendment proposal is adopted.</i></p>	<p>The LUDR also sets Neighborhood Block Open Space Targets for each neighborhood and each sector within each neighborhood. In this plat Block Parks are proposed for two sectors, totaling 1.11 ac. The total neighborhood requirement is for 1.4 acres. Since sectors 1 and 2 are not included in this plat, these targets can be met with future development.</p> <p>All of the lots within this plat are within three blocks of a park, trail or open space. However this plat is unique in Badger Mountain South in that there will be three major public spaces – an elementary school and related playgrounds, a 6-acre city neighborhood park, and a large portion of the Orchard Green Open Space available to residents here. Block Parks are still provided, as well as other landscaped areas, for the enjoyment of the community to be built here.</p>

Additional Reviewer Notes:

BMS-MA Section 25.3

“As part of the Master Plan Consistency Determination described in Paragraph 23, the City, shall consult with the Master Agreement Administrator, and the applicant in determining the appropriate share of infrastructure and mitigation costs that shall be borne by the proposed development and how that development’s share of infrastructure and mitigation relates to the overall infrastructure and mitigation that is required for build out of Badger Mountain South. ”

Does the number of residential lots trigger additional MA Exhibit D, Green Infrastructure Improvements?

☒Y/N; Please explain.

Green Infrastructure improvements are required and as found in the Master Agreement Exhibit D, are linked to the numbers of residential units (RU) developed.

In the case of South orchard 1 Preliminary Plat, XXX single family units and approximately XXX MF units are anticipated for a total of XXX RU. The exact count of SF and MF units will be dependent on the type of MF structure(s) constructed. With the improvements identified below, this Preliminary plat meets the requirements of the master Agreement, Exhibit D.

For planning purposes it is assumed that the Green Infrastructure requirements or XXX RU will be provided in the following manner:

Requirement	Improvement Provided	Residential Units (RU)
Block Parks that total 1.4 acres (60,984 SF) = 50 RU Or, 1,219.75SF = 1 RU	4 Block Parks provided; two in Sector 4 and two in Sector 5, total 1.2 acres, or 48,694SF.	48,694SF/1,219.75SF = <u>40 RU</u>
Various lengths of Greenbelt/Primary/Secondary Trails 24.44LF=1RU*	<p>Sector 3: REATA TRAIL: Tract 2: 538 L.F. REATA TRAIL: Tract 3: 815 L.F. Road A Greenbelt: 744: L.F. Orchard Green Trail: 1299 L.F.</p> <p>SECTOR 4 REATA TRAIL – Tract 4: 2505 L.F. Road M Greenbelt: 1439 L.F. Road P East Greenbelt: 772 L.F. Road P West Greenbelt: 772 L.F. Tract 5 Greenbelt Trail: 172 L.F. Orchard Green Trail: 1536 L.F.</p> <p>Sector 5: Tract 13 Greenbelt Trail: 642 L.F. Road M Greenbelt: 1294 L.F. Orchard Green Trail: 1320 L.F.</p>	<p>Sector 3: 538LF+815LF+744LF+1,299LF= <u>TOTAL: 3396 L.F./ 24.44 = 138.9 RU</u></p> <p>Sector 4: 2505LF+1439LF+772LF+772LF+172LF+1536LF = <u>TOTAL: 7,196L.F./24.44 = 294.4 RU</u></p> <p>Sector 5: 642L.F. + 1294L.F.+ 1320 L.F. = <u>TOTAL: 3256L.F. /24.44L.F.= 133.2 RU</u></p>
Total Residential Units allowed with the Green Infrastructure improvements per the Preliminary Plat design.		Block Parks: 40RU + Trails/Greenbelts: 566.5 RU = 606.5 RU

*Note, the calculation of Greenbelt/Primary/Secondary Trails LF to RU was established in the first Badger Mountain South plat, the West Vineyard 1, Phase 1 Plat.

Does the number of residential lots proposed trigger MA Exhibit B, Environmental Mitigation Conditions?

☒Y/N Please explain.

Yes, the Master Agreement Exhibit B mitigation measures are required. These measures are outlined in the separate environmental document, Badger Mountain South Planned Action Consistency Determination for the South Orchard 1 Preliminary Plat, attached.

Other Comments:

1. Note that the applicant has also provided additional Open Space as noted below that is not included in the Green Infrastructure calculations:

MISCELLANIOUS OPEN SPACE

SECTOR 3:

REATA GREENBELT

Tract 2	13619 S.F.	(0.31 acre)
Tract 3	20027 S.F.	(0.46 acre)
<u>LANDSCAPE Tract 1</u>	<u>5196 S.F.</u>	<u>(0.12 acre)</u>
TOTAL	38,842 S.F.	0.89 acres

SECTOR 4:

REATA GREENBELT

Tract 4	86,202 S.F.	(1.98 acre)
GREENBELT		
Tract 5	10,338 S.F.	(0.24 acre)
Tract 8	10,401 S.F.	(0.24 acre)
<u>LANDSCAPE Tract 7</u>	<u>2176 S.F.</u>	<u>(0.05 acre)</u>
TOTAL	109,107 S.F.	2.51 acres

SECTOR 5:

GREENBELT Tract 13	6612 S.F.	(0.15 acre)
LANDSCAPE		
Tract 12	2939 S.F.	(0.07 acre)
<u>Tract 14</u>	<u>17,409 S.F.</u>	<u>(0.40 acre)</u>
TOTAL	26,960 S.F.	0.62 acres

2. Density targets are also set by neighborhood and sector to ensure a mix of sizes and types of housing will be available in order to create an intergenerational and mixed income neighborhood, See LUDR 7.K 3 and 7.K.4.

Below is a summary of density by sector as proposed in this preliminary plat:

DENSITY

SECTOR 3

RETAIL/COMMERCIAL

LOT 26	30,320 S.F.	0.70 acre
LOT 27	203,007 S.F.	4.66 acre
LOT 28	65,683 S.F.	1.51 acre

MULTI-FAMILY

LOT 25	101,191 S.F.	2.32 acre	(54 RU)
LOT 29	55,294 S.F.	1.27 acre	(20 RU)

ALLEY LOTS

10 Lots (10 RU)

STREET ACCESS

single-family	6 Lots	(6 RU)
Duplex option	2 lots	(4 RU)

NEIGHBORHOOD EDGE

11 Lots (11 RU)

TOTAL RU 105 RU

70.5% M.F.

ALLOWABLE RU PER OPEN SPACE = 138.9 RU

SECTOR 4

MULTI-FAMILY MANSION 9 Lots (36 RU)

ALLEY LOTS

Single-family	65 Lots	(65 RU)
Duplex option	7 lots	(14 RU)

STREET ACCESS

Single-family	80 Lots	(80 RU)
Duplex option	5 lots	(10 RU)

NEIGHBORHOOD EDGE

26 Lots (26 RU)

TOTAL RU 231 RU

26.0% M.F.

ALLOWABLE RU PER OPEN SPACE = 313.0 RU

SECTOR 5

MULTI-FAMILY MANSION 1 Lot (4 RU)

ALLEY LOTS

Single-family	5 Lots	(5 RU)
Duplex option	2 Lots	(4 RU)

STREET ACCESS

Single-family	17 Lots	(17 RU)
Duplex option	5 lot	(10 RU)

NEIGHBORHOOD EDGE

23 Lots (23 RU)

TOTAL RU 63 RU

32.1% M.F.

ALLOWABLE RU PER OPEN SPACE = 154.6 RU

3. Below is the plat summary by use, acres and lots within all of the sectors combined:

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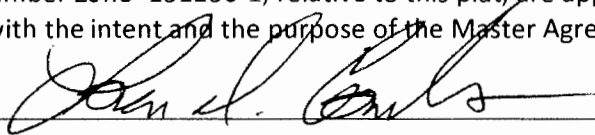
OTAL SECTORS 3, 4 & 5

RETAIL/COMMERCIAL	299,010 S.F.	6.86 acres
MULTI-FAMILY	156,485 S.F.	3.59 acres
MULTI-FAMILY FLATS		74 Units
MULTI-FAMILY MANSION	10 Lots	40 Units
ALLEY SINGLE-FAMILY	80 Lots	80 Units
ALLEY DUPLEX	9 Lots	18 Units
STREET ACCESS SINGLE-FAMILY	103 Lots	103 Units
STREET ACCESS DUPLEX	12 Lots	24 Units
NEIGHBORHOOD EDGE	60 Lots	60 Units
TOTAL	274 Lots	399 Units

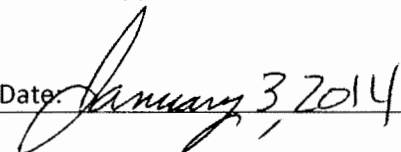
Recommendation of Consistency:

It is my opinion as the Master Plan Administrator that if the LUDR amendments, filed December 30, 2013, City filing number Zone -131230-1, relative to this plat, are approved, then the application as submitted is consistent with the intent and the purpose of the Master Agreement.

Signature:



Date:



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EXHIBIT (7)



505 Swift Boulevard, P.O. Box 190 Richland, WA 99352
Telephone 509-942-7390, Fax 509-942-5666

www.ci.richland.wa.us

**Development Permitting
Division**

February 20, 2014

840 Northgate Drive
Richland, WA 99352
Telephone 509-942-7794
Fax 509-942-7764

MASTER AGREEMENT CONSISTENCY DETERMINATION

For: Preliminary Plat Application of South Orchard 1, a Badger Mountain South Development (S2014-100)

Applicant: VSI Development, LLC

Project Description: A preliminary plat application to subdivide 126.80 acres into 281 lots and 14 tracts known as South Orchard 1. Lots include residential, mixed-use (multi-family, neighborhood business) park, school and storage uses as depicted on the preliminary plat submittal dated January 6, 2014.

Consistency Determination Type: Level 1

Master Agreement Consistency Recommendation: Received recommendation of consistency from Badger Mountain South Master Program Administrator on date January 3, 2014 and received by the City on January 6, 2014.

After completing the review of the preliminary plat application of South Orchard 1, evaluating it against the standards contained in the adopted Land Use and Development Regulations (LUDR) for the Badger Mountain South Community and the Master Agreement between the City of Richland and Nor Am Investments, LLC and after reviewing the recommendation of the Badger Mountain South Master Program Administrator, I find that the application is consistent with the Master Agreement and the LUDR and hereby issue this Master Agreement Consistency Determination.

Sincerely,

Rick Simon,
Development Services Manager

EXHIBIT (8)

**Badger Mountain South Planned Action Consistency Determination
Modified Environmental Checklist for South Orchard I Preliminary Plat**

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JAN 06 2011
Planning &
Development Services

A Final Supplemental Environmental Impact Statement dated August 23, 2010 ("FSEIS") was issued for the Badger Mountain South Subarea Plan. In accordance with RMC 22.09.080, a mitigated determination of non-significance ("MDNS") was issued by the City for the Master Agreement between the City of Richland and NorAm Investment LLC (Master Agreement) on September 23, 2010. The mitigation conditions listed in the FSEIS relative to Badger Mountain South (BMS) were listed as mitigation conditions for the Master Agreement. The mitigation conditions set forth in the MDNS are captured in Exhibit B of the Master Agreement. Any development occurring within Badger Mountain South must be consistent with those conditions. Once it is determined that all relevant mitigation measures are met, a Planned Action Consistency Determination is issued by the City's responsible official for environmental review.

The South Orchard I Preliminary Plat application is within the scope of the environmental review conducted in the FSEIS and is found to be consistent with the relevant Exhibit B mitigation conditions. These conditions are included as conditions for the preliminary plat approval:

Mitigation Conditions and Findings:

Mitigation Condition 1, Erosion and Soil Stability:

Erosion and Soil Stability impacts are mitigated. The following measures are required:

- Implement erosion control measures per City of Richland requirements.
- Provide vegetative cover on exposed soils as soon as practicable following clearing and grading.
- Water exposed areas during construction in accordance with local air-quality agency requirements.
- Compact soils at densities appropriate for planned land uses.

Mitigation Condition 2, Air Quality:

Air Quality impacts are mitigated. Prior to construction, a dust control plan prior will be developed to comply with applicable Benton County Clean Air Authority's Fugitive Dust standards.

Mitigation Condition 4, Noise:

Noise impacts are mitigated. Existing city regulations will be followed to mitigate impacts from construction.

Mitigation Condition 3, Surface Water:

Surface Water impacts are mitigated. The appropriate Washington State Department of Ecology's Stormwater Management Manual for Eastern Washington for Hydrologic and Hydrology was used for Stormwater design. The project will construct a flow control and quality control facility to meet surface water impacts.

Mitigation Condition 5, Transportation:

Transportation impacts are adequately mitigated for development of South Orchard 1. Transportation Mitigation measures are identified separately for “Phase 1” and for “beyond Phase 1”. Phase 1 transportation mitigation conditions are applied when certain PM peak hour trips are generated by the development. The South Orchard 1 Preliminary Plat is estimated to generate approximately 450 PM peak hour trips upon full development which is lower than the mitigation trigger found in Mitigation Condition 5.

Mitigation Condition 6, Potable Water:

Potable Water impacts are adequately mitigated for development of South Orchard 1. Prior phases of development have constructed water infrastructure that is adequate to serve South Orchard 1. Additional potable water distribution systems will be designed and constructed as necessary in accordance with City of Richland standards as part of the South Orchard 1 final development.

Mitigation Condition 7, Sanitary Sewer:

Sanitary sewer impacts are mitigated. Sanitary sewer for the South Orchard plat area will be provided differently than that envisioned in the Badger Mountain Subarea Plan. Now sanitary sewer will be provided from a new sanitary sewer extension as planned by the City of Richland Public Works Department through an LID. Consequently no new improvements constructed outside of Badger Mountain South will be needed.

Mitigation Condition 8, Life Safety Services:

Life Safety Services impacts are mitigated. All single family and duplex residential structures are to be constructed with a sprinkler system that meets the National Fire Protection Association (NFPA) standard 13-D. All other conditions of the Department of Fire and Emergency Services will also be met.

Mitigation Condition 9, Electrical Services:

Electrical Services impacts are mitigated. A two-acre site has been identified for a future new substation facility. Other energy conservation measures identified in the Master Agreement apply at building construction.

Mitigation Condition 10, Carbon Footprint:

Carbon Footprint impacts are mitigated. There are six specific mitigation measures identified in the Master Agreement. Two of the measures, 10.1 and 10.6, are met with this preliminary plat application because it is part of the overall BMS project which will include a mix of densities, is designed to be walkable and sustainable, and will include trails that can support walking and bicycle use. The remaining mitigation measures apply at building design.

Mitigation Condition 11, School Impacts:

School impacts are mitigated. Badger Mountain South has identified locations or potential sites for three elementary and one middle school. Located within this preliminary plat area is the elementary school site owned by the Kennewick School District.

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EXHIBIT (9)



www.ci.richland.wa.us

505 Swift Boulevard, P.O. Box 190 Richland, WA 99352
Telephone 509-942-7390, Fax 509-942-5666

February 20, 2014

**Development Permitting
Division**

840 Northgate Drive
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PLANNED ACTION CONSISTENCY DETERMINATION

For: Preliminary Plat Application of South Orchard 1, a Badger Mountain South Development (S2014-100)

Applicant: VSI Development, LLC

Project Description: A preliminary plat application to subdivide 126.80 acres into 281 lots and 14 tracts known as South Orchard 1. Lots include residential, mixed-use (multi-family, neighborhood business) park, school and storage uses as depicted on the preliminary plat submittal dated January 6, 2014.

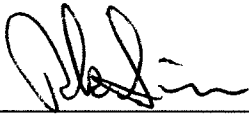
Master Agreement Consistency Determination: Issued February 20, 2014

After completing the review of the preliminary plat application of South Orchard 1 and evaluating it in light of the mitigating conditions established in the Final Supplemental Environmental Impact Statement prepared for the Badger Mountain South Subarea Plan and as delineated as Exhibit B in the Master Agreement between the City of Richland and Nor Am Investments, LLC, the City finds the following:

1. The South Orchard 1 preliminary plat meets the description for a planned action as defined in City code and that as conditioned, the project will implement any applicable conditions or mitigation measures identified in this ordinance;
2. The South Orchard 1 preliminary plat is consistent with the City of Richland Comprehensive Plan and the Badger Mountain Subarea Plan;
3. The South Orchard 1 preliminary plat is consistent with the Master Agreement between the City and Nor Am Development, LLC regarding development of Badger Mountain South, as evidenced by the Master

Agreement Consistency Determination issued by the City on February 20, 2014;

4. The probable significant adverse environmental impacts of the proposed project have been adequately addressed in the Planned Action Ordinance and as described in the in the document titled, "Badger Mountain South Planned Action Consistency Determination Modified Environmental Checklist for South Orchard 1 Preliminary Plat".
5. The South Orchard 1 Preliminary Plat is not an essential public facility, as defined in RCW 36.70A.200.
6. Based on the foregoing, a SEPA threshold determination or EIS is not required.
7. The following environmental mitigation conditions shall apply to the South Orchard 1 Preliminary Plat:
 - a. The applicants shall submit a dust control plan to the Benton County Clean Air Authority for their review and approval. All construction work shall be performed in accordance with the provisions of the approved dust control plan;
 - b. The applicants shall submit an erosion control plan to the City of Richland Public Works Department for their review and approval. All construction work shall be performed in accordance with the provisions of the approved erosion control plan;
 - c. The applicants shall conform to City noise standards.



Rick Simon,
SEPA Responsible Official

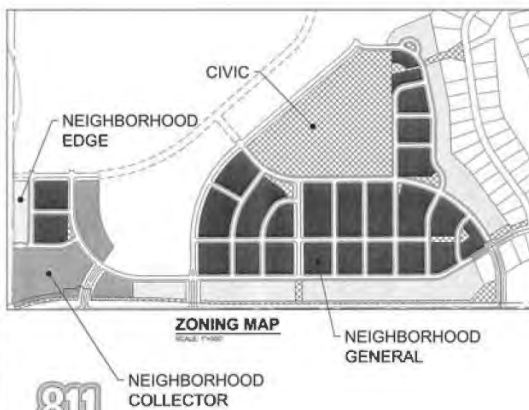
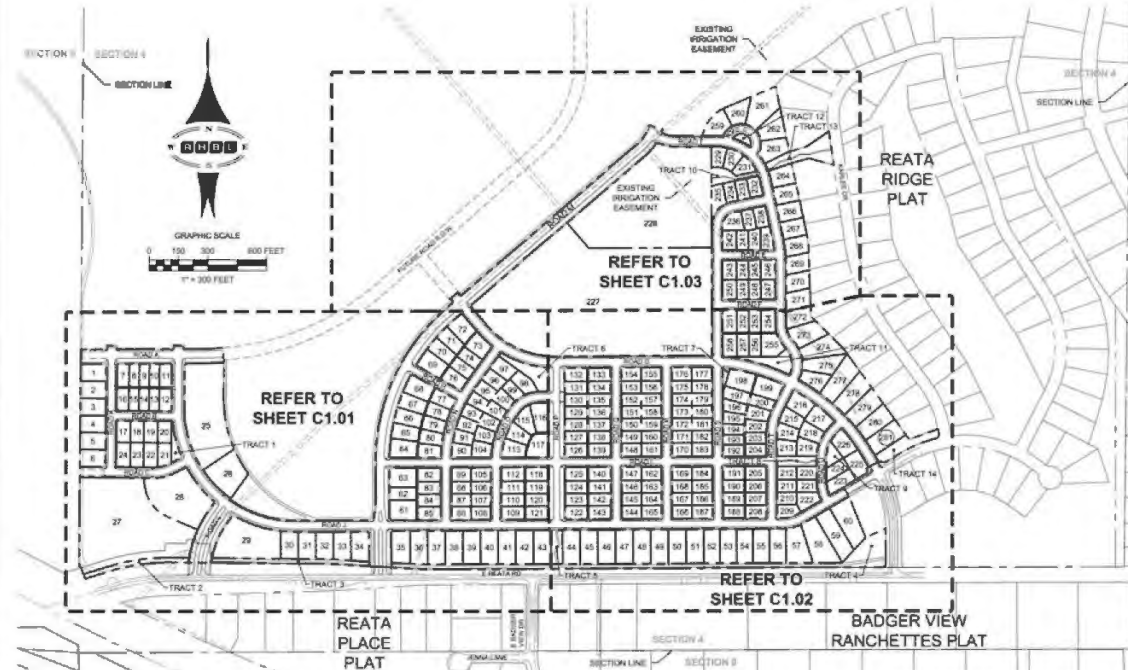
February 20, 2014

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EXHIBIT (10)

SOUTH ORCHARD 1 PRELIMINARY PLAT

SECTION 4, TOWNSHIP 8N, RANGE 28E BENTON COUNTY, WA



NOTES:

- ALL RESIDENTIAL STRUCTURES LOCATED WITHIN THIS PLAT SHALL CONFORM TO THE SUSTAINABLE STANDARDS CONTAINED IN SECTION 2 OF THE LAND USE AND DEVELOPMENT REGULATIONS FOR THE BADGER MOUNTAIN SOUTH COMMUNITY.
- LOTS 81, 83, 84, 86, 88, 92, 116, 198, 199, AND 255 SHALL BE MANOR APARTMENTS AS DEFINED IN SECTION 8 OF THE LAND USE AND DEVELOPMENT REGULATIONS FOR BADGER MOUNTAIN SOUTH COMMUNITY.
- PAIRED HOUSING IS ALLOWED ON LOTS 11, 12, 17, 24, 85, 86, 105, 112, 113, 117, 118, 125, 140, 147, 162, 188, 189, 191, 203, 232, 236, 242, 243, 250, 251, AND 256.
- LOT 227 SHALL BE CONSTRUCTED AS A SCHOOL OR WILL BE A FUTURE DEVELOPMENT AREA.
- LOT 228 TO BE CONVEYED TO THE CITY OF RICHLAND FOR A CITY PARK.
- LOT 27 TO ALLOW STORAGE USE FOR SECTION 2 OF THE DEVELOPMENT REGULATIONS FOR BADGER MOUNTAIN SOUTH COMMUNITY. NOTE: THIS REQUIRES LANDSCAPE BORDERSHAP.
- IRRIGATION LINES TO BE REMOVED FROM LOTS AND EASEMENT REINFORCED AS PART OF FINAL PLAT.

GREEN INFRASTRUCTURE:

REFER TO SHEET C1.08 FOR GREEN INFRASTRUCTURE SUMMARY TABLES.

APPLICANT:

VSI DEVELOPMENT, LLC
3605 PORT OF TACOMA ROAD, SUITE 311
TACOMA, WA 98404
PH: 253.468.8567
CONTACT: LOREN COMBS
EMAIL: loren@vsigroup.com

PROJECT INFORMATION:

PROJECT PARCELS INCLUDE 1048440000000000, 1048440000000000 AND A PORTION OF 1048100000000000

TOTAL SITE AREA: 126.80 AC (5,523,357 SF)

RIGHT-OF-WAY DEDICATION: 31.86 AC (1,382,336 SF)

TOTAL TRACT AREA: 5.59 AC (243,843 SF)

TOTAL LOT AREA: 80.24 AC (3,487,375 SF)

TOTAL NUMBER OF LOTS: 281

AVERAGE LOT SIZE: 13,834 SF

MINIMUM LOT SIZE: 5,588 SF

MAXIMUM LOT SIZE: 810,582 SF

LOT RETRACKS:

NEIGHBORHOOD COLLECTOR:
FRONT BUILDING = 10 FT MIN., 20 FT MAX.
SIDE BUILDING = 10 FT MIN., 20 FT MAX.
SIDE COMMERCIAL GROUND FLOOR = 0 FT
SIDE RESIDENTIAL GROUND FLOOR = 10 FT
SIDE STREET = 0 FT MIN., 10 FT MAX.
REAR WITHOUT ALLEY = 15 FT MIN.
REAR WITH ALLEY = 4 FT OR 18 FT (WITH PARKING)

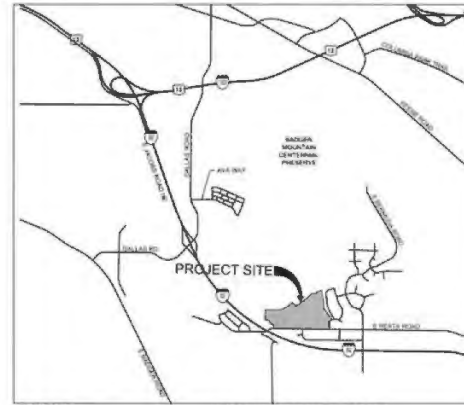
NEIGHBORHOOD GENERAL:
FRONT BUILDING = 10 FT MIN., 20 FT MAX.
SIDE YARD = 6 FT MIN.
SIDE STREET = 10 FT MIN.
REAR WITHOUT ALLEY = 15 FT MIN.
REAR WITH ALLEY = 4 FT OR 18 FT (WITH PARKING)

NEIGHBORHOOD EDGE:
FRONT BUILDING = 15 FT MIN., 25 FT MAX.
SIDE YARD = 6 FT MIN.
SIDE STREET = 10 FT MIN.
REAR WITHOUT ALLEY = 15 FT MIN.
REAR WITH ALLEY = 4 FT OR 18 FT (WITH PARKING)

CRV:
NO SETBACKS REQUIRED

LOT SUMMARY TABLE:

REFER TO SHEET C1.07 FOR LOT AND TRACT SUMMARY TABLES.



TOPOGRAPHIC NOTE:

THE EXISTING CULTURAL AND TOPOGRAPHIC DATA SHOWN ON THESE DRAWINGS HAS BEEN PREPARED, IN PART, BASED UPON INFORMATION FURNISHED BY OTHERS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, AHBIL CANNOT ENSURE ACCURACY AND THIS IS NOT RESPONSIBLE FOR THE ACCURACY OF THAT INFORMATION OR FOR ANY ERRORS OR OMISSIONS WHICH MAY HAVE BEEN INCORPORATED INTO THESE DRAWINGS AS A RESULT.

SHEET INDEX

SHEET NO.	SHEET TITLE
C0.01	COVER SHEET
C1.01	SITE PLAN
C1.02	SITE PLAN
C1.03	SITE PLAN
C1.04	LOT LINE TABLES
C1.05	LOT LINE AND CURVE TABLES
C1.06	LOT CURVE TABLES
C1.07	LOT SUMMARY TABLES & PROPERTY DESCRIPTIONS
C1.08	C1.08 GREEN INFRASTRUCTURE TABLE
C1.09	SITE DETAILS
C1.10	SITE DETAILS
C1.11	SITE DETAILS
C1.12	SITE DETAILS
C1.13	SITE DETAILS
C2.01	CONCEPT UTILITY PLAN
C2.02	CONCEPT UTILITY PLAN
C2.03	CONCEPT UTILITY PLAN
C2.04	CONCEPT SITE LIGHTING PLAN
L-0	OVERALL LANDSCAPE PLAN
L-1	PRELIMINARY LANDSCAPE PLAN
L-2	PRELIMINARY LANDSCAPE PLAN
L-3	PRELIMINARY LANDSCAPE PLAN
L-4	PRELIM. BLOCK PARK PLAN - 6, 9, 10 & 11
L-5	PRELIM. LANDSCAPE PLAN - SCHEDULES, NOTES & DETAILS

PURVEYOR INFORMATION:

DOMESTIC WATER:
CITY OF RICHLAND
2700 DUPONT STREET
PO BOX 10048-27
RICHLAND, WA 98332
PH: 509.942.7670

SEWER:
CITY OF RICHLAND
400 LACY ROAD
PO BOX 10048-27
RICHLAND, WA 98332
PH: 509.942.7480

POWER:
CITY OF RICHLAND
340 NORTHGATE DRIVE
RICHLAND, WA 98332
PH: 509.942.7403

IRRIGATION:
BADGER MOUNTAIN IRRIGATION DISTRICT
8730 EAST REATA ROAD
KENNEWICK, WA 98338
PH: 509.825.0171

REFUSE:
CITY OF RICHLAND SOLID WASTE DEPARTMENT
3102 TWB BRIDGES RD
RICHLAND, WA
PH: 509.848.7700

NATURAL GAS:
CASCADE NATURAL GAS
8113 WEST GRANDDORGE BOULEVARD
KENNEWICK, WA 98338
PH: 206.828.3800

VERTICAL DATUM:

NAVD 83
BENCHMARK 1 - ELEVATION = 301.815' PER CITY OF RICHLAND SURVEY DEPARTMENT. SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 8 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN. BRASS DISK WITH "Y" IN CASE, CENTERLINE OF DALLAS ROAD, APPROXIMATELY 0.75 MILES NORTH OF INTERSTATE 5, LOT 336.

BASIS OF BEARING:

DATUM: NAD 83
BASIS OF BEARING: NORTH 77°19'12" EAST ALONG A LINE BETWEEN THE FOLLOWING TWO POINTS:
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, MONUMENT DESIGNATED AS "THE AD" POINT IDENTIFICATION NUMBER 2688. BRASS DISK STAMPED "THE AD" AT GROUND LEVEL, ATOP FIRST SADDLE EASTERNLY OF RADIOS TOWERS AT THE PEAK OF BADGER MOUNTAIN, APPROXIMATELY 33 FEET NORTH OF THE GRAVEL ACCESS ROAD.

WASHINGTON GEODETIC SURVEY DESIGNATION 2265. STATION IS A REBAR AND ALUMINUM CAP APPROXIMATELY 14 FEET WESTERLY OF BENCHMARK 1 MONUMENT ALONG THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 8 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN. 14" WESTERLY OF THE CENTERLINE OF DALLAS ROAD, APPROXIMATELY 0.75 MILES NORTH OF INTERSTATE 5, LOT 336.

PROPERTY DESCRIPTION(S):

REFER TO SHEET C1.07 FOR EXISTING PROPERTY DESCRIPTIONS.

EARTHWORK:

CUT: 285,026 CY
FILL: 285,026 CY
NET: 0 CY (BALANCED)

THE ABOVE QUANTITIES ARE ESTIMATES ONLY INTENDED FOR THE PERMITTING PROCESS. DO NOT USE FOR BID PURPOSES. THE QUANTITIES DO NOT ACCOUNT FOR STRIPPING, COMPACTION, OR CUT/FILL ADJUSTMENT FACTORS. NOR DO THEY ACCOUNT FOR ROADWAY SECTIONS.

OWNER(S):

NORAM INVESTMENT, LLC
12513 AVENUE DUBOIS SW
LAKESIDE, WA 98408-5242
PH: 253.468.8567
CONTACT: LOREN COMBS
EMAIL: loren@vsigroup.com

KENNEWICK SCHOOL DISTRICT #17
422 N. HELLGOLD
KENNEWICK, WA 98338
PH: 509.222.7667
CONTACT: DOUGLAS M. CARL
EMAIL: doug.carl@k17.wa.gov

CIVIL ENGINEER:

AHBIL, INC.
2215 NORTH 30TH STREET, SUITE 300
TACOMA, WA 98403
PH: 253.383.2422
CONTACT: TODD SAWIN, PE, LEED AP
EMAIL: todd@ahbil.com

LANDSCAPE ARCHITECT:

BRADLEY DESIGN GROUP, INC.
4084 ST. HENRI AVENUE
TACOMA, WA 98402
PH: 253.273.4681
CONTACT: WATKIN BRADLEY READER, RLA, ASLA
EMAIL: wreader@bradley.com

SURVEYOR:

AHBIL, INC.
8025 SANDHURST PARKWAY, SUITE A
PASCO, WA 99301
PH: 509.780.5880
CONTACT: JOHN BECKER, PLS
EMAIL: jbecker@ahbil.com



SOUTH ORCHARD 1 PRELIMINARY PLAT

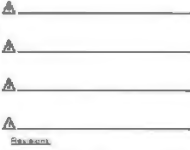
A BADGER MOUNTAIN SOUTH DEVELOPMENT

VS1 DEVELOPMENT, LLC

2/23/2015 10

PRELIMINARY PLAT

01.08.2014



COVER SHEET

Designed By: LDU
Checked By: SAS
Date: JUNE

Sheet No.

C0.01
1 of 22 Sheets





Council Agenda Coversheet

Council Date: 04/15/2014

Category: Consent Calendar

Agenda Item: C4

Key Element: Key 7 - Housing and Neighborhoods

Subject: RES. NO. 25-14, AMENDING LAND USE & DEVELOPMENT REGULATIONS FOR BADGER MT. SOUTH

Department: Community and Development Services

Ordinance/Resolution: 25-14

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 25-14, amending the Land Use and Development Regulations for the Badger Mountain South Master Planned Community.

Summary:

Nor Am Investment, the developers of the Badger Mountain South master planned community, has requested a number of amendments to the master development agreement that they have entered into with the City in December of 2010. Exhibit C of the master agreement is a document titled: "Badger Mountain South Land Use and Development Regulations (LUDR). The applicants have suggested 44 minor modifications to the LUDR, which was first amended in 2012 following the development of "West Vineyards" which is the first subdivision in the Badger Mountain South community.

The LUDR is the City's first form-based code and regulates development activity to a much greater degree than standard zoning. It encourages pedestrian activity through the integrated system of pedestrian and bicycle trails throughout the community; it will implement the plan to provide parks, shopping and schools within easy walking distance of every residence; it calls for narrow streets and small lots to slow vehicular traffic and make more efficient use of land; its overall design encourages public transit; it includes provisions for mixed-use development and standards for building form, design and landscaping; and requires the use of energy conservation measures in the development of new buildings. Many of these standards are not addressed in the Richland Municipal Code (RMC), so the complexity of the LUDR far exceeds that of the City's standard development regulations. One of the amendments, a required building setback from the adjacent commercial orchard, is proposed as a result of Benton County amending its protection standard, decreasing the required setback from 170 feet to 150 feet.

It comes as no surprise that minor amendments to the LUDR are necessary. There will very likely be more amendments needed in the future, as the City gains experience in administering the LUDR and Nor Am Investment gains some experience in developing under its provisions.

The Planning Commission held public hearings on the proposed LUDR amendments on February 26 and March 26, 2014. They unanimously recommended approval of the amendments. The proposed resolution would implement the amendments as proposed by the applicants and recommended by the Commission.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

- 1) Resolution No. 25-14
- 2) Amended LUDR Text
- 3) Amended LUDR Exhibits
- 4) Staff Report to Planning Commission 2-26-14
- 5) Staff Report to Planning Commission 3-26-14
- 6) Planning Commission Minutes
- 7) Badger Mtn South_South Orchard 1 Pre-Plat_1_6_14

City Manager Approved:

Hopkins, Marcia
Apr 10, 15:10:18 GMT-0700 2014

RESOLUTION NO. 25-14

A RESOLUTION of the City of Richland amending the Badger Mountain South Land Use and Development Regulations, which are part of an existing master agreement between the City of Richland and Nor Am Investments.

WHEREAS, the owners and proponents of the Badger Mountain South master planned community, Nor Am Investment, LLC are desirous of implementing the detailed master plan contained in the Badger Mountain Subarea Plan for the creation of a walkable and sustainable community; and

WHEREAS, the City and Nor Am Investment, LLC entered into a master agreement on December 7, 2010, that includes Exhibit C: "The Badger Mountain South Land Use and Development Regulations" (LUDR), which is a form based code designed to guide and regulate the development of the Badger Mountain South master planned community; and

WHEREAS, the City adopted Resolution No. 48-12, on June 19, 2012, approving minor amendments to the LUDR; and

WHEREAS, as development of the Badger Mountain South community has begun, it has become clear that some minor modifications and clarifications to the LUDR are necessary and desirable to carry out the intent and purposes of that document; and

WHEREAS, Benton County has amended its regulations regarding setbacks of buildings that are adjacent to commercial orchards from 170 feet to 150 feet, thereby providing additional flexibility in the siting of buildings on lots located on the perimeter of the Badger Mountain South project; and

WHEREAS, the Richland Planning Commission held properly advertised public hearings at their regular meetings of February 26, 2014 and March 26, 2014 to consider the proposed modifications to the LUDR and unanimously recommended their adoption;

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

The City of Richland City Council adopts the amendments to the Badger Mountain South Land Use and Development Regulations as delineated on the attached list of amendments and illustrations.

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 15th day of April, 2014.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

LUDR Section	Current LUDR Text	Proposed LUDR Revision and Rationale NB: Deleted text shown as strikeout and new text shown <u>underlined</u> .
2.C	<p><i>Land Use Table</i></p> <p><i>BMS-NC</i></p> <p><i>BMS-SD-SR</i></p>	<p><i>Land Use Table</i></p> <p><i>BMS-NC</i></p> <p><u>Add “P.1.a” to BMS-NC District column for “Single-family”</u></p> <ul style="list-style-type: none"> The Neighborhood Collector District is now limited to multi-family housing. This amendment would expand the Building Types permitted to now also include the alley-access, single-family Building Type. By allowing an additional Building Type, there is greater flexibility to meeting the Badger Mountain South goal for variety of housing types within the neighborhoods. It also allows the topography to suggest the best match of housing type to land form. See actual “note” below in 2.C.1. <p><u>Add “P” to BMS-SD-SR District to allow single-family uses.</u></p> <ul style="list-style-type: none"> The area called the “Wine Village’ in the LUDR is now identified as Veneto Villaggio in marketing documents. Based on a comprehensive Master Plan completed for the development, Veneto Villaggio is organized into “districts” that relate to one another. One district will include cottages for those visiting and another will include a limited number of for-sale lots that overlook the vineyards.
2.C.1	<p><i>Land Use Table Notes</i></p> <p>Note: 1.a <i>NEW TEXT</i></p> <p>Note: 3 <i>(Residential Multi-family in NG District)):</i></p> <p><i>3. Multi-family housing includes the following Building Types: Duplex; Courtyard Housing; and Mansion Apartments. Mansion Apts. Limited to block ends across from open space.</i></p>	<p><i>Land Use Table Notes</i></p> <p><u>1.a Alley-access, Single-family Building Type is permitted.</u></p> <ul style="list-style-type: none"> See discussion immediately above. <p><i>(Residential Multi-family in NG District)):</i></p> <p><i>3. Multi-family housing includes: the following Building Types: Duplex – up to two per Block face, Courtyard Housing, and Mansion Apartments - Mansion Apts. Limited to block ends across from open space.</i></p> <ul style="list-style-type: none"> The Neighborhood General (NG) District comprises the largest area in Badger Mountain South. This revision clarifies the intent for a mix of housing types to be found in this district.

LUDR Section	Current LUDR Text	Proposed LUDR Revision and Rationale NB: Deleted text shown as strikeout and new text shown <u>underlined</u> .
2.C.1 Note 21:	<i>(Places of Worship):</i> 21. Only on corner lots of two Collector Streets; maximum lot size of 2.5 acres.	<i>(Places of Worship):</i> 21. Only on corner lots of two Collector Streets; maximum lot size of 2.5 <u>6</u> acres. <ul style="list-style-type: none"> This text amendment applies only to “places of worship” and is proposed because contemporary places of worship are typically on parcels not less than 5 acres in size.
2.D	<i>Building Type Table</i> <u>New Text</u>	<i>Building Type Table</i> Add <u>“X”</u> to the BMS-NC column, 11.A. Single-Family House – Alley Access Garage <ul style="list-style-type: none"> See rationale which follows immediately below.
3.C.4	<i>BMS – Neighborhood Collector District</i> <i>1. Neighborhood Collector Intent (2nd paragraph)</i> <i>The Neighborhood Collector District is primarily a Multi-family residential area that provides a wide variety of medium density housing. Mixed-use and Live/Work Buildings in this District provide the flexibility for these areas to accommodate neighborhood-scale commercial uses that respond to the evolving needs of the community as it grows. Stand-alone, smaller-scale Neighborhood Goods and Services Buildings that serve the needs of the residents, such as churches and daycares, are encouraged in this District.</i> <i>4. Parking</i> <i>c. Minimum Parking Requirements</i> <i>(3) Residential Parking Requirements:</i> <i>ii. 1 space per 2 units is required for Affordable or Senior Housing units.</i>	<i>BMS – Neighborhood Collector District</i> <i>1. Neighborhood Collector Intent (2nd paragraph)</i> <i>The Neighborhood Collector District is primarily a Multi-family residential area, <u>intermixed with areas of single-family, alley accessed houses</u>, that provides a wide variety of medium density housing. Mixed-use and Live/Work Buildings in this District provide the flexibility for these areas to accommodate neighborhood-scale commercial uses that respond to the evolving needs of the community as it grows. Stand-alone, smaller-scale Neighborhood Goods and Services Buildings that serve the needs of the residents, such as churches and daycares, are encouraged in this District.</i> <ul style="list-style-type: none"> This amendment increases the flexibility to intermix residential Building Types. This flexibility is required as the project builds out because at this time, the market is not responsive to Townhome/Row House developments. As the Badger Mountain South concept of mixed-use, walkable neighborhoods becomes better understood, it is expected that different Building Types will become more desirable to the builder/buyer. <i>4. Parking</i> <i>c. Minimum Parking Requirements</i> <i>(3) Residential Parking Requirements</i> <i>ii. <u>Minimum</u> 1 space per 2 units is required <u>provided</u> for Affordable or Senior Housing units.</i>

LUDR Section	Current LUDR Text	Proposed LUDR Revision and Rationale NB: Deleted text shown as strikeout and new text shown <u>underlined</u> .
3.C.4	<p><i>d. Miscellaneous:</i> <i>(1) See Section 13.D for Common Parking Standards.</i></p>	<ul style="list-style-type: none"> The intent of this amendment is to encourage the development of affordable and/or senior housing by reducing development costs. <p><i>d. Miscellaneous:</i> <i>(1) <u>For multi-family and commercial development, see</u> See Section 13.D for Common Parking Standards.</i></p> <ul style="list-style-type: none"> Section 13.D includes Standards only applicable to commercial and multi-family development.
3.D.4	<p><i>BMS – Neighborhood General District</i> <i>4. Parking</i> <i>c. Parking Requirements:</i> <i>(2) Maximum 2 car garage door frontage.</i></p> <p><i>d. Miscellaneous:</i> <i>(1) See Section 13.D for Common Parking Standards.</i></p>	<p><i>BMS – Neighborhood General District</i> <i>4. Parking</i> <i>c. Parking Requirements:</i> <i>(2) Maximum 2 car garage door frontage <u>on front load lots. On alley access lots, and front load lots developed with side-yard garage, or when developed with one garage bay is recessed a minimum of 8 ft from the other garage bays and the house has a front porch of at least 80 sq. ft., 3 car garage door frontages are permitted.</u></i></p> <ul style="list-style-type: none"> The LUDR intent is to minimize the garage door dominance from the street by limiting a front-load house to a 2 car garage. However this issue is not present either where alley-load lots exist or where the house has a side-yard or side-loaded garage. In these instances the garage doors do not dominate the street view and 3 car garages can be permitted. <p><i>d. Miscellaneous:</i> <i><u>For multi-family and commercial development, see</u> Section 13.D for Common Parking Standards.</i></p> <ul style="list-style-type: none"> Section 13.D includes Standards only applicable to commercial and multi-family development.
3.E.3	<p><i>BMS – Neighborhood Edge District</i> <i>2. Building Placement</i> <i>a. Setbacks</i> <i>(4) Rear Setback 15 ft. min.**</i></p> <p><i>** For lots in the BMS-NE District that border commercial orchards active at the time these development standards are</i></p>	<p><i>BMS – Neighborhood Edge District</i> <i>2. Building Placement</i> <i>a. Setbacks</i> <i>(4) Rear Setback 15 ft. min.**</i></p> <p><i>** For lots in the BMS-NE District that border commercial orchards active at the time these development standards are adopted, no residential structures or swimming pools shall be located within 470 <u>150</u> feet, measured from the rear property</i></p>

LUDR Section	Current LUDR Text	Proposed LUDR Revision and Rationale NB: Deleted text shown as strikeout and new text shown <u>underlined</u> .
3.E.3	<p><i>adopted, no residential structures or swimming pools shall be located within 170 feet, measured from the rear property line, bordering such uses. If active agricultural uses cease, then this requirement shall no longer apply.</i></p> <p>3. Building Profile and Type</p> <p>b. Allowed Building Types</p> <p>Refer to Section 8 for Building Type definitions and standards.</p> <p>(1) Single-Family – Alley Access (8.N)</p> <p>(2) Single-Family – Street Access (8.O)</p> <p>(3) Accessory Unit (8.P)</p>	<p><i>line, bordering such uses. If active agricultural uses cease, then this requirement shall no longer apply.</i></p> <ul style="list-style-type: none"> <i>This requirement was originally imposed by Benton County in its agreement to allow the annexation of the Badger Mountain Subarea into the City of Richland. The County has now changed its standards to restrict development to a 150 ft. setback. County officials have no objection to this amendment for Badger Mountain South.</i> <p>3. Building Profile and Type</p> <p>b. Allowed Building Types</p> <p>Refer to Section 8 for Building Type definitions and standards.</p> <p>(1) Single-Family – Alley Access (8.N)</p> <p>(2) Single-Family – Street Access (8.O)</p> <p>(3) Accessory Unit (8.P)</p> <p><u>An Accessory Storage Structure is allowed on lots .25 acre or greater if the following conditions are met:</u></p> <p><u>(1) The maximum size, per floor, of the Accessory Storage Structure shall be less than 60% of the square foot footprint of the corresponding floor of the principal structure;</u></p> <p><u>(2) The design and massing of the Accessory Storage Structure shall be compatible with the principal structure;</u></p> <p><u>(3) The maximum width of the Accessory Storage Structure shall be no greater than the width of the principal structure;</u></p> <p><u>(4) Maximum number of stories permitted is 2, but in all cases not taller than the principal structure;</u></p> <p><u>(5) The Accessory Storage Structure is located in the rear yard and meets all side yard setback requirements.</u></p> <ul style="list-style-type: none"> The Neighborhood Edge District is the smallest BMS district by acreage yet it can contain lots that are in excess of 1 acre in size. On these larger lots an <u>Accessory Storage Structure</u> (new definition follows in the amendments to Section 14) can be allowed when it retains the scale and the stylistic compatibility of the principal structure.
3.E.3	<p><i>BMS – Neighborhood Edge District</i></p> <p>4. Parking</p> <p>d. Miscellaneous:</p> <p>(1) See Section 13.D for Common Parking Standards.</p> <p>(2) parking and aisle dimensions per City of Richland standards – see RMC 23.54</p>	<p><i>BMS – Neighborhood Edge District</i></p> <p>4. Parking</p> <p>d. Miscellaneous:</p> <p>(1) See Section 13.D for Common Parking Standards.</p> <p>(2) parking and aisle dimensions per City of Richland standards – see RMC 23.54</p>

LUDR Section	Current LUDR Text	Proposed LUDR Revision and Rationale NB: Deleted text shown as strikeout and new text shown <u>underlined</u> .
3.E.3		<ul style="list-style-type: none"> These miscellaneous standards apply to commercial structures and are not applicable in this district where only residential structures are permitted.
5.B	<i>Illustrative Plan for Civic Space Layout</i>	<p><u>Amend Illustration</u> (southern portion of the development; <u>see Exhibit 1 attached</u>)</p> <ul style="list-style-type: none"> Error in existing Illustration; Illustration indicates a particular development standard for a specific use, i.e., “Neighborhood Storage Area”, rather than showing location for Greenbelt.
5.C	<i>Greenway Parks</i> <i>e. Additional Required Amenities</i>	<i>Greenway Parks</i> <i>e. Additional Required Amenities</i>
5.C.3	(7) Dog park minimum 1.5 acres with perimeter fencing, (2) shade structures, and access to water (potable or irrigation).	(7) Dog park minimum 1.5 acres with perimeter fencing, (2) <u>(1)</u> shade structures, and access to water (potable or <u>and</u> irrigation).
5.C.4	(10) Dog park minimum 1.5 acres with perimeter fencing, (2) shade structures, and access to water (potable or irrigation).	<p>(10) Dog park minimum 1.5 acres with perimeter fencing, (2) <u>(1)</u> shade structures, and access to water (potable or <u>and</u> irrigation).</p> <ul style="list-style-type: none"> The amendment adds a requirement for year-round access to water for dog parks and reduces the number of required shelters in order to match the standard used for Local Parks less than 3 acres in size (see clarifying text below).
5.D.1	<p><i>Local Parks</i></p> <p><i>1. Description – Local Parks</i></p> <p><i>d. Standards</i></p> <p style="padding-left: 40px;">(7) Shade structures.</p> <p><i>e. Additional Required Amenities</i></p> <p>(1) Each Local Park less than 3 acres will contain at least (3)</p>	<p><i>Local Park</i></p> <p><i>1. Description – Local Parks</i></p> <p><i>d. Standards</i></p> <p style="padding-left: 40px;">(7) Shade structures. <u>Local Parks less than 3 acres in size shall include one shade structure; Local Parks 3 acres and larger shall include 2 (two) shade structures.</u></p> <ul style="list-style-type: none"> Clarifies the LUDR requirements for numbers of shade structures required, based on park size. <p><i>e. Additional Required Amenities</i></p> <p>(1) Each Local Park less than 3 acres will contain at least (3) <u>three of the following additional amenities:</u></p>



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5.D.1	<p>three of the following additional amenities:</p> <ul style="list-style-type: none"> i. Picnic area(s) with table/benches ii. Playground with (one) Age 3-8 play structure and (one) Age 9-12 play structure. iii. Fenced community garden iv. Open play field v. half-court basketball 	<ul style="list-style-type: none"> i. Picnic area(s) with table/benches ii. Playground with (one) Age 3-8 play structure and (one) Age 9-12 play structure <u>2 (two) multi-age structures/equipment. (Counts as meeting two additional amenities.)</u> iii. Fenced community garden iv. Open play field v. half-court basketball <u>Sport court</u> vi. <u>Or equivalent amenity.</u> <ul style="list-style-type: none"> The intent of the LUDR is to have parks with playground equipment that meets a variety of age-abilities. The new language favors the installation of broad age-range play equipment (by now counting this option as meeting two of the requirements) and expands the ways to meet the standard by including “sport court” and by allowing the installation of an “equivalent amenity”. The City’s Development Services Manager would determine that any proposed amenity is “equivalent.”
5.F.d	<p>Village Green</p> <p>1. Description – Village Green</p> <p>d. Standards</p> <p>(1) Bordered by streets on all sides.</p>	<p>Village Green</p> <p>1. Description – Village Green</p> <p>d. Standards</p> <p>(1) <u>May be bordered by streets on one or more</u> all sides.</p> <ul style="list-style-type: none"> Increases the siting and design flexibility for the future Village Green.
5.G	<p>Block Parks</p> <p>1. Description – Block Parks</p> <p>a. Definition.</p> <p>A small open space intended to provide both structured and passive play areas. The landscaping may include lawn areas with formal or informal tree and shrub plantings. Hardscape areas with seating and a pedestrian path system should also be included. See Section 7.D for Block Open Space standards.</p> <p>d. Standards</p> <p>(1) Landscape and irrigation will be based on Landscape</p>	<p>Block Parks</p> <p>1. Description – Block Parks</p> <p>a. Definition.</p> <p>A small open space intended to provide both structured and/or passive play areas <u>and/or areas for quiet reflection</u>. The landscaping may include lawn areas with formal or informal tree and shrub plantings. Hardscape areas with seating and a pedestrian path system should also be included. See Section 7.D for Block Open Space standards.</p> <ul style="list-style-type: none"> New text added which clarifies the intent that Block Parks are both areas for play as well as areas for “quiet reflection” i.e., non-play-specific places. <p>d. Standards</p> <p>(1) Landscape and irrigation will be based on Landscape Guiding Principles, Section 11.B.</p>


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5.G	<p><i>Guiding Principles, Section 11.B.</i></p> <p><i>(2) Landscape materials to be selected from 11.F Drought Tolerant and Native/Naturalized Plant List and/or 11.G Refined Plant List.</i></p> <p><i>(3) Lawn areas, ornamental tree(s) and shrub planting beds.</i></p> <p><i>(4) One tree for each 2,500 square feet of Block Park.</i></p> <p><i>(5) See Section 13.C for Site Improvement Standards for:</i></p> <ul style="list-style-type: none"> <i>i. Pedestrian-scale lighting</i> <i>ii. Minimum (1) Benches and/or removable seating</i> <i>iii. Tables</i> <i>iv. Trash/recycling receptacles</i> <p><i>e. Additional Required Amenities:</i></p> <p><i>Each Block Park will contain at least (2) two of the following additional amenities:</i></p> <ul style="list-style-type: none"> <i>(1) Specialty paved surfaces</i> <i>(2) Soft Surface playground with (one) play structure</i> <i>(3) Picnic table and chairs</i> <i>(4) Open play field (1-acre parks only)</i> <i>(5) Basketball court</i> <i>(6) Pea patch gardens</i> 	<p><i>(2) Landscape materials to be selected from 11.F Drought Tolerant and Native/Naturalized Plant List and/or 11.G Refined Plant List.</i></p> <p><i>(3) Lawn areas, ornamental tree(s) and <u>a minimum of one shrub planting beds area with one shrub for each 250 square feet of Block Park.</u></i></p> <p><i>(4) One tree for each 2,500 square feet of Block Park.</i></p> <p><i>(5) <u>All Block Parks must also contain the following elements which conform to</u> See Section 13.C for Site Improvement Standards for:</i></p> <ul style="list-style-type: none"> <i>i. Pedestrian-scale lighting</i> <i>ii. Minimum (1) Benches and/or removable seating</i> <i>iii. Tables</i> <i>iv. Trash/recycling receptacles</i> <ul style="list-style-type: none"> This language clarifies the landscape requirements and eliminates the requirement for tables and trash receptacles in small Block Parks. The small Block Park is meant to be a place for adjacent neighbors to gather; eliminating the trash receptacle reduces the likelihood of trash dumping by those outside the neighborhood. The new text also eliminates the requirement for “tables” but retains “picnic table” (in 5.G.e shown below) as an optional amenity. <p><i>e. Additional Required Amenities:</i></p> <p><i>Each Block Park, <u>except those located within three blocks of a Local Park or a City Park,</u> will contain at least (2) two of the following additional amenities:</i></p> <ul style="list-style-type: none"> <i>(1) Specialty paved surfaces</i> <i>(2) Soft Surface playground with (one) play structure</i> <i>(3) Picnic table and chairs</i> <i>(4) Open play field (1-acre parks only)</i> <i>(5) Basketball court <u>Sport court</u></i> <i>(6) Pea patch gardens</i> <i>(7) <u>Other equivalent amenity</u></i> <ul style="list-style-type: none"> An open play field is a desired amenity within any size Block Park as it fosters imaginative play. Benches and picnic tables are amenities better suited to a Block Park than are “chairs”. On the other hand, a “sport court” is better suited as an amenity within a smaller Block Park play area than a basketball court. Further, to encourage creativity in the design of Block Parks new text is added allowing an “equivalent amenity”. The overall goal of this amendment is to add more emphasis for building out Local Parks and including more

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5.G		amenities within those community gathering places, while retaining the Block Park as an amenity for the adjacent or immediate neighbors.
5.H	<p><i>Greenbelts</i> 1. <i>Description – Greenbelts</i></p> <p><i>c. Size</i> (1) <i>Building Frontage Greenbelt:</i> 30 ft. minimum width (2) <i>Greenbelt Medians:</i> 60 ft. minimum width (3) <i>All other locations:</i> 25 ft. minimum width</p> <p><i>d. Standards</i> (8) <i>Where buildings front onto a Greenbelt, a 5 ft. min. sidewalk located along the property line will be provided per Greenbelt Frontage Type 9.F.</i> (9) <i>See Section 13.C for Site Improvement standards for:</i> i. <i>Pedestrian-scale lighting (Primary Trails only)</i> ii. <i>Benches – (1) one minimum every ¼ mile</i> iii. <i>Tables</i> iv. <i>Trash and recycle receptacles</i></p>	<p><i>Greenbelts</i> 1. <i>Description – Greenbelts</i></p> <p><i>c. Size</i> (1) <i>Building Frontage Greenbelt:</i> 30 <u>28</u> ft. minimum width (2) <i>Greenbelt Medians:</i> 60 ft. minimum width (3) <i>All other locations:</i> 25 ft. minimum width</p> <ul style="list-style-type: none"> • Most Greenbelts front onto residences. Rather than constructing both a sidewalk and a trail within a 30’ width, the new standard will include a wider sidewalk at the property line, previously 5 ft now to 8 ft. (a 60% increase), and a 20 ft. wide tree lawn separating the pedestrian from adjacent vehicles. • This revision will promote a visually cleaner, tree-dominated and more elegant streetscape and less confusion over maintenance of two public access ways. • Note that no sidewalk is required when fronting non-residential uses but in those cases, the provisions of the LUDR for Trails apply (see LUDR section 5.L). <p><i>d. Standards</i> (8) <i>Where buildings front onto a Greenbelt, <u>an 5 8 ft. min. sidewalk located along the property line will be provided per Greenbelt Frontage Type 9.F.</u></i> (9) <u>All Greenbelts, except where the Greenbelt abuts residential use properties, must also contain the following elements which conform to</u> See Section 13.C for Site Improvement Standards for: i. <u>Pedestrian-scale lighting, unless adequate lighting is provided by street lighting from the adjacent Right of Way</u> (Primary Trails only) ii. <u>Benches – (1) one minimum every ¼ ½ mile</u> iii. Tables iii. <u>iv. Trash and recycle receptacles One trash and one recycling receptacle (may be a single unit with segregated elements) every mile, or located as required to facilitate servicing.</u></p> <ul style="list-style-type: none"> • Clarifies the intent of the requirement by matching the Frontage Type description.

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5.H	<p><i>e. Additional Required Amenities:</i> <i>Each Greenbelt will contain at least (2) two of the following additional amenities every 1 mile:</i></p> <ul style="list-style-type: none"> <i>(1) Mile marker indication element</i> <i>(2) Public art, per Section 13.C.10</i> <i>(3) Covered shelter</i> <i>(4) Tables and benches</i> 	<ul style="list-style-type: none"> • Sites benches and trash containers strategically and reduces excess numbers. • Allows for lighting provided by adjacent street lighting to be considered as meeting the pedestrian lighting requirements. • Matches standard from Section 13.C.6.c. <p><i>e. Additional Required Amenities:</i> <i>Each Greenbelt will contain at least (2) two of the following additional amenities every 1 mile:</i></p> <ul style="list-style-type: none"> <i>(1) Mile marker indication element</i> <i>(2) Public art, per Section 13.C.10</i> <i>(3) Covered shelter</i> <i>(4) Tables and benches</i> <ul style="list-style-type: none"> • Removes “covered shelter” and “tables and benches” as amenities not conducive to be sited in front of a single-family residence. “Benches” however are still required every ½ mile within a Greenbelt that does not front onto a residential use.
5.J	<p><i>Trails Introduction</i></p> <p><i>The Illustrative Plan for Trail Layout and Trail Types identifies the location of the proposed trail system in Badger Mountain South. Four types of trails will be built within the community – Urban Trails located within the commercial centers; paved Primary and City primary Trails for multi-use,, soft surface Secondary trails for walking and jogging; and an Equestrian Trail connection located at the eastern edge of the community that will link to an existing equestrian trail. There will be approximately 20 miles of trails of all types when the trail system is complete.</i></p> <p>NEW TEXT</p>	<p><i>Trails Introduction</i></p> <p><i>The Illustrative Plan for Trail Layout and Trail Types identifies the location of the proposed trail system in Badger Mountain South. Four types of trails will be built within the community – Urban Trails located within the commercial centers; paved Primary and City primary Trails for multi-use; soft surface Secondary Trails for walking and jogging; and an Equestrian Trail connection located at the eastern edge of the community that will link to an existing equestrian trail. There will be approximately 20 miles of trails of all types when the trail system is complete.</i></p> <p><u><i>Two Trail Types are located in the Greenway Parks; City Primary Trails and Secondary Trails. These trails are intended to be the cross-community trail system that links all neighborhoods within Badger Mountain South. The City Primary Trail meanders within the Greenway Parks, sometimes near the adjoining streets, but primarily away from the streets and within the Greenway Park itself. Secondary Trails act as connector trails which link one side of the Greenway Park to the other or to the City Primary Trail.</i></u></p> <ul style="list-style-type: none"> • New text is added to the Trails Introduction to further clarify the function and siting of trails within the three large Greenway Parks.

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5.K	<i>Illustrative Plan for Trail Layout and Trail Types</i>	<i>Illustrative Plan for Trail Layout and Trail Types</i> See Exhibit 2 clarifies trails located within the large, Greenway Parks.
5.L	<p><i>Trails</i></p> <p><i>1. Description - Urban Trails</i></p> <p><i>d. Standards</i></p> <p><i>(1) Various, paved surfaces</i></p> <p><i>(4) Provide appropriate lighting for after-dark use.</i></p>	<p><i>Trails</i></p> <p><i>1. Urban Trails</i></p> <p><i>d. Standards</i></p> <p><i>(1)) Various, <u>Principally concrete but other paved surfaces permitted based on overall site design.</u></i></p> <p><i>(4) Provide appropriate lighting for after-dark use <u>which may be provided by street lighting located in the adjacent Right of Way.</u></i></p> <ul style="list-style-type: none"> Acknowledges that street lighting may be an acceptable way to keep adjacent trails lit when the trail is contiguous with the ROW.
5.L	<p><i>Trails</i></p> <p><i>2.Primary Trails</i></p> <p><i>a. Definition – Primary Trails will serve as a multi-modal system throughout the community. They are intended to foster connectivity, encourage healthy activities, and provide transportation options.</i></p> <p><i>d. Standards</i></p> <p><i>(2) Will serve as a multi-use bicycle and pedestrian trail.</i></p> <p><i>(3) Provide appropriate lighting for after-dark use.</i></p> <p><i>(4) Provide (1) 5-ft. composite plastic bench min. every ¼ mile, per Section 13.C.4.</i></p>	<p><i>Trails</i></p> <p><i>2.Primary Trails</i></p> <p><i>a. Definition – Primary Trails will serve as a multi-modal system throughout the community. They are intended to foster connectivity, encourage healthy activities, and provide transportation options. <u>When found adjacent to residential or other structures, the Primary Trail will be concrete and will also function as sidewalk in these areas.</u></i></p> <ul style="list-style-type: none"> Clarifying the intent of the Primary Trail to also function as a sidewalk and be constructed on concrete in certain conditions. <p><i>d. Standards</i></p> <p><i>(2) Will serve as a multi-use bicycle and pedestrian trail</i></p> <p><i>(3) (2) Provide appropriate lighting for after-dark use <u>which may be provided by street lighting located in the adjacent Right of Way.</u></i></p> <p><i>(4) (3) Provide (1) 5-ft. composite plastic <u>recycled materials</u>-bench min. every ¼ ½ mile, per Section 13.C.4, <u>except where the Greenbelt abuts single-family residential properties.</u></i></p>

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5.L		<ul style="list-style-type: none"> • Deletes item (2) as this is redundant with the intent statement and it is not a standard. • New text acknowledges that street lighting may be an acceptable way to keep trails lit when developed adjacent to street lighting. • Revision clarifies goal to use recycled materials and eliminates potential conflicts with adjoining residential uses.
6.A	<p><i>Street Standards</i> <i>Introduction, 2nd paragraph</i></p> <p><i>Section 6 also introduces the concept of “edge types” which are the pedestrian and landscape elements within the right-of-way. An edge type will be one of three styles that vary based on the adjoining land use. Any street may have different edge types if the land uses on either side of the street are different or if one side of the street is an element of the identified trail system. The standards for each street and edge type are identified in Sections 6.C. through 6.F. Note that collector street sections may be increased when needed to manage higher traffic volumes. Internal site access ways are permitted subject to City review for adequate emergency and refuse collection access.</i></p> <p><i>Edge Type Legend</i></p> <p> <i>Edge Type B: Trail in adjacent open space or property</i></p>	<p><i>Street Standards</i> <i>Introduction, 2nd paragraph</i></p> <p><i>Section 6 also introduces the concept of “edge types” which are the pedestrian and landscape elements within the right-of-way. An edge type will be one of three <u>four</u> styles that vary based on the adjoining land use. Any street may have different edge types if the land uses on either side of the street are different or if one side of the street is an element of the identified trail system. The standards for each street and edge type are identified in Sections 6.C. through 6.F.</i></p> <p><i>Note that collector street sections may be increased when needed to manage higher traffic volumes. Internal site access ways are permitted subject to City review for adequate emergency and refuse collection access.</i></p> <ul style="list-style-type: none"> • A new edge type is being introduced with this LUDR amendment because as development progresses within Badger Mountain South, some existing LUDR requirements are either unclear or would be better revised to meet the original development intent. The new edge type, Edge Type D, would apply to both the 2-Lane Arterial Collector Street and the Collector Street when either street type abuts one of the large Greenway Parks; more discussion is found below. • A new paragraph is introduced into the existing text for easier readability. <p><i>Edge Type Legend</i></p> <p> <i>Edge Type B: Trail in adjacent open space or property <u>8 ft. non-meandering Trail adjacent to developed lot.</u></i></p> <ul style="list-style-type: none"> • When Edge Type B is adjacent to developed lots, it is intended to be an 8 ft. concrete sidewalk, acting as the Trail, with an abutting 20 ft. tree lawn. This will result in a gracious and inviting edge to the neighborhood.

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6.A	NEW TEXT	<p> <u>Edge Type D: Greenway Park Edge</u></p> <ul style="list-style-type: none"> The new Edge Type clarifies what happens at the street edge that lies adjacent to one of the three Greenway Parks. The new Edge Type does two things: first, it is intended to create a different landscape character to these large areas of open space and second, it eliminates the sidewalk found in other edge types because people will be crossing the Greenway Parks by trails. By eliminating the sidewalk adjacent to the Greenway Park, (except on streets which cross the Greenway Parks) it will reduce future maintenance issues for the City as sidewalks here would not have an adjoining property owner to maintain them.
6.B	<p><i>Regulating Plan for Streets</i></p> <p>NOTE: Local streets and alleys are for illustrative purposes only.</p>	<p><i>Regulating Plan for Streets</i></p> <p><i>Amend Illustration and related "Note." See Exhibit 4, attached.</i></p> <p>NOTE: Local streets and alleys are for illustrative purposes only. <u>Street layouts and locations are shown for illustrative purposes and may differ from actual plat submittal so long as circulation relationships are maintained.</u></p> <ul style="list-style-type: none"> Fine tuning for street layouts comes at platting because then grades and lot layouts are clearly identified. However the overarching goal of providing connectivity within and to neighborhoods is maintained.
6.C 6.D 6.E 6.F 6.F.1	<i>Edge Type B in all Street Profiles</i>	<p><i>Edge Type B in all Street Profiles</i></p> <p><i>See Exhibits 5, 5.1 and 5.2</i></p> <ul style="list-style-type: none"> This amendment is needed for two reasons: (1) the Illustration now shown in the LUDR is incorrect as to ROW line and ROW widths; and (2) the Greenbelt Frontage Type is changing from a sidewalk and a trail within a 30 ft wide space to a 28 ft. wide space that has both a 20 ft. tree lawn and an 8 ft. wide sidewalk, acting as the Trail, when the Greenbelt fronts onto developed lots.
6.D 6.E	<p><i>2-lane Arterial Collector Street</i></p> <p><i>Collector Street</i></p> <p>NEW TEXT</p>	<p><i>2-lane Arterial Collector Street</i></p> <p><i>Collector Street</i></p> <p><i>New Edge Type D to be added; See Exhibits 5 and 5.1</i></p> <ul style="list-style-type: none"> Edge Type D will apply when the street abuts one of the three, large Greenway Parks. It will distinguish the street

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6.D 6.E		edge when it abuts houses or commercial uses (existing Edge Types A, B, or C) from the street edge when it is defining the edge of a Greenway Park. The Greenway Park street edge will not include sidewalks or street trees as found with the existing three edge types. It will include areas of significant landscape at street intersections and in other discrete areas that parallel the right-of-way. The landscape character will include principally evergreen trees, drought tolerant shrubs and grasses. In this way the Greenway Parks will establish a distinct identity from other areas of open space within Badger Mountain South. Connections through the Greenway Parks may be on City Primary Trails and on Secondary Trails, as well as on sidewalks on the crossing streets.
7.C.4	<p><i>Alleys / Street Access</i></p> <p><i>e. Blocks with direct street access lots (i.e., without Alleys) are to be limited in use per the following criteria:</i></p> <p><i>(2) In order to maintain a pedestrian environment with limited interruptions from cars on at least one side of the street, no two blocks across a street may be street accessed except in the BMS-NE District.</i></p>	<p><i>Alleys / Street Access</i></p> <p><i>e. Blocks with direct street access lots (i.e., without Alleys) are to be limited in use per the following criteria:</i></p> <p><i>(2) In order to maintain a pedestrian environment with limited interruptions from cars on at least one side of the street, no two blocks across a street may be street accessed except in the BMS-NE District. <u>This standard shall not apply when one of the following conditions exist: when blocks are 325 ft. or less in length; or, when grade differences across blocks exceed 4 ft. Provided that on blocks that exceed 325 ft., no two parallel streets may abut blocks that have street-accessed lots on all block faces.</u></i></p> <ul style="list-style-type: none"> • New text will allow flexibility in designing subdivisions and better access to lots when (1) short blocks fit into the neighborhood layout and (2) topography makes lot access difficult in an alley lot configuration. For example, steeper slopes, compound slopes and slope direction can greatly impact access to individual lots, particularly when alleys are involved and slope conditions affect more than one block. New language will help to provide flexibility in circulation design using existing land conditions as much as possible. • New text will also diversify the neighborhood character while meeting market demand. • Pedestrian access as a core principle will be maintained with the last condition.
7.D.2	<p><i>Block Open Space Standards</i></p> <p><i>2. Block Open Space Dimensions</i></p> <p><i>a. Width: 50 ft. minimum*</i></p> <p><i>*Width is allowed to narrow to 15 ft. minimum to create a sense of enclosure from the street.</i></p>	<p><i>Block Open Space Standards</i></p> <p><i>2. Block Open Space Dimensions</i></p> <p><i>a. Width: 50 ft. minimum*</i></p> <p><i>*Width is allowed to narrow to 15 ft. minimum to create a sense of enclosure from the street <u>or to provide a linear Block Park experience.</u></i></p>

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7.D.2		<ul style="list-style-type: none"> There may be instances when a Block Park is designed to be a narrow area suitable for landscaping and quiet contemplation.
8.C	<i>Building Type Standards</i> <i>Common Design Standards for All Districts</i>	<i>Building Type Standards</i> <i>Common Design Standards for All <u>Commercial</u> Districts <u>and Projects</u></i> <ul style="list-style-type: none"> This added language to the title clarifies that the design standards found here are directed towards commercial projects and districts, not towards single family home construction.
8.I.4	<i>Row House</i> <i>4. Lot Size</i> <i>b. Depth: Minimum 70 ft. (with attached garage)</i> <i>Maximum 100 ft. (with detached garage)</i>	<i>Row House</i> <i>4. Lot Size</i> <i>b. Depth: Minimum 70 ft. (with attached garage)</i> <i>Maximum 100 ft. (with detached garage)</i> <ul style="list-style-type: none"> Designers for this Housing Type have identified that eliminating the “maximum depth” will increase the desirability to build this Building Type because the new standard adds flexibility for dealing with grades and alleys. This is critical when alley grades approach 5% or greater as is the case in many areas of Badger Mountain South.
8.K.4	<i>Mansion Apartment</i> <i>4. Lot Size</i> <i>b. Depth: Minimum 70 ft. (with attached garage)</i> <i>Maximum 100 ft. (with detached garage)</i>	<i>Mansion Apartment</i> <i>4. Lot Size</i> <i>b. Depth: Minimum 70 ft. (with attached garage)</i> <i>Maximum 100 ft. (with detached garage)</i> <ul style="list-style-type: none"> Similar to the comment above regarding the Row House, designers for this Housing Type have identified that eliminating the “maximum depth” will increase the ease and desirability to build this Building Type. This is because the new standard increases the building designers’ flexibility in determining lot depth in order to allow adequate space for parking, open space and driveways in relation to the structure’s siting on the lot.

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8.L	<p><i>Paired House (Duplex)</i></p> <p>3. Streetscape</p> <p><i>a. In order to maintain the scale and context of a Single-family house, entries in multiple units shall use one Frontage Type.</i></p> <p><i>b. The use of corner lots for paired Houses is encouraged. Corner lots are ideally suited for the Building type providing for individual unit entries on both street frontages and allowing this Multi-family housing type to blend more easily with adjacent Single-family houses.</i></p> <p><i>c.(new text)</i></p> <p>4. Lot Size</p> <p><i>a. Width: Minimum 50 ft., Maximum 70 ft.</i></p> <p>5. Access</p> <p><i>c. Garages and services shall be accessed from the rear Ally. This Type is not allowed on a lot without an Alley.</i></p> <p><i>d. Services, including utility access, above ground equipment and trash containers shall be located off of the Alley.</i></p>	<p><i>Paired House (Duplex)</i></p> <p><i>NOTE: Last photograph example in LUDR to be replaced by new image, see Exhibit 6.</i></p> <p>3. Streetscape</p> <p><i>a. In order to maintain the scale and context of a Single-family house, entries in multiple units shall use one Frontage Type.</i></p> <p><i>b. The use of corner lots for Paired Houses is encouraged. Corner lots are ideally suited for the Building type providing for individual unit entries on both street frontages and allowing this Multi-family housing type to blend more easily with adjacent Single-family houses.</i></p> <p><u><i>c. On any block that contains four or fewer lots, Paired Houses are limited to one per block and the lot upon which the Paired House is allowed must be identified on the plat face.</i></u></p> <ul style="list-style-type: none"> Eliminates the situation where small blocks would be dominated by the Paired House Building Type. <p>4. Lot Size</p> <p><i>a. Width: Minimum 50 ft., Maximum 70 ft. <u>*see 5.c. below for alternate width conditions.</u></i></p> <p>5. Access</p> <p><i>c. <u>The preferred access for garages and services shall be accessed from</u> is the rear Ally. This Type is not allowed on a lot without an Alley. <u>When built on streets with front access residences, lot must be a min. width of 100 ft. and driveways set apart by 30 ft., or, lot may be 80 ft. min. width with shared drive to rear garage (side yard driveway access). When built on a corner lot condition, maximum width will be 74 ft. to allow a 10 ft. side yard.</u></i></p> <p><i>d. Services, including utility access, above ground equipment and trash containers shall be located off of the Alley, <u>where present.</u></i></p> <ul style="list-style-type: none"> Elsewhere in the LUDR is the requirement for a minimum of two building types on each block (LUDR 7.C.a). Yet on lots with front load residences only single family front load houses and accessory units are actually available to be built due to other Building Type restrictions. This new language will now allow a Paired House Type (duplex) to also be built on these lots further increasing opportunities for density and diversity in single family neighborhoods.

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8.O	<p><i>Single-family House – Street Access</i></p> <p>5. Access <i>c.(1) Provide a single lane up to 10 ft. wide along the side yard. At a distance of not less than 30 ft. from the front property line, the driveway may widen to 20 ft. to provide access to the garage.</i></p> <p>6. Building Size and Massing</p> <p><i>c. Garages shall be secondary to the front elevation of the house.</i> <i>(2)Attached garages with a front driveway condition shall be setback a minimum of 4 ft. from the front façade, or reduced (1) story minimum in height from the main portion of the house.</i></p> <p><i>(4) If an attached garage is setback 16 ft. or more from the main façade of the house, it shall be considered as a side yard driveway condition per 5.c block face percentage calculation.</i></p> <p>(5) (new text)</p>	<p><i>Single-family House – Street Access</i> <i>NOTE: Last photograph will be replaced with new image illustrating new text added in 6.c.(5) as described below and shown in Exhibit 7.</i></p> <p>5. Access <i>c.(1) Provide a single lane up to 10 ft. wide along the side yard. At a distance of not less than 30 ft. from the front property line, the driveway may widen to 20 ft. to provide access to the garage.</i></p> <ul style="list-style-type: none"> Text is replaced by new definition within Glossary, Section 14, for side yard driveway condition. <p>6. Building Size and Massing</p> <p><i>c. Garages shall be secondary to the front elevation of the house.</i></p> <p><i>(2)Attached garages with a front driveway condition shall be setback a minimum of 4 ft. from the front façade, or reduced (1) story minimum in height from the main portion of the house. <u>When otherwise permitted, attached garages with a front driveway condition may have three bays when one of the bays is recessed a minimum of 8 ft from the other garage bays and when a Porch Frontage Type is used with a porch at least 80 sq. ft. in size, (see Section 9.G).</u></i></p> <p><i>(4) If an attached garage is setback 16 ft. or more from the main façade of the house, <u>or if the conditions of c.(5) below are met</u>, it shall be considered as a side yard driveway condition per 5.c block face percentage calculation.</i></p> <p><i><u>(5) A garage may be part of a front façade when the garage has a side driveway condition. With a side driveway condition, the garage portion of the façade facing the street will feature design elements to match the residence. These elements may include similar window types, an upper story, and/or further architectural articulation complementary to the principal structure.</u></i></p> <ul style="list-style-type: none"> The LUDR requirements and standards for garages and access to single family houses are in place because of the desire to create a neighborhood with variety of house styles and elevations, making the neighborhood more interesting to walk in and live in. <p>To provide more buildable ways to meet the requirement (8.O.5.c) that houses on front access lots have at least 40% per block face with a “side yard driveway condition,” we have proposed that when a front-accessed garage</p>

LUDR Section	Current LUDR Text	Proposed LUDR Revision and Rationale NB: Deleted text shown as strikeout and new text shown <u>underlined</u> .
8.O		extending beyond the residence portion of the façade has a side garage entrance, it will be considered as meeting the standard for a side yard driveway condition. This design feature will increase the variety, interest and diversity of the streetscape, a desired LUDR outcome, and will count towards meeting the 40% requirement.
9.F	<p><i>Frontage Type: Greenbelt</i></p> <p><i>4. Standards</i></p> <p><i>d. A 5 ft. min. sidewalk located along the property line will provide public access for adjacent buildings.</i></p> <p><i>e. A Primary or Secondary Trail will meander through the Greenbelt, see 5.K Illustrative Trail Layout Plan.</i></p> <p><i>f. The Greenbelt shall be a minimum of 30 ft. deep along building Frontages.</i></p>	<p><i>Frontage Types: Greenbelt</i> <i><u>NOTE: Illustration will be replaced, see Exhibit 8.</u></i></p> <p><i>4. Standards</i></p> <p><i>d. A 5 <u>8</u> ft. min. sidewalk located along the property line will provide public access for adjacent buildings.</i></p> <p><i>e. A Primary or Secondary Trail will meander through the Greenbelt, see 5.K Illustrative Trail Layout Plan. When a Primary Trail is co-located within a Greenbelt, the Trail shall take on the development standards of the Greenbelt and no additional sidewalk is required.</i></p> <p><i>f. The Greenbelt shall be a minimum of 30 <u>28</u> ft. deep along <u>residential</u> building Frontages.</i></p> <ul style="list-style-type: none"> The amendment proposed increases the Trail width (now also serving as a sidewalk) and includes a 20 ft tree lawn. It eliminates the double sidewalk/trail configuration for a more urban look and feel to the neighborhoods. It protects pedestrians better by having a 20 ft. tree lawn between the sidewalk and street and allows for a tree-dominated street frontage.
9.G	<p><i>4. Standards</i></p> <p><i>c. Elements: Porch shall be no less than 6 ft. deep to allow for usable seating area. Upper floor decks are permitted above the Porch.</i></p>	<p><i>4. Standards</i></p> <p><i>c. Elements: Porch shall be no less than 6 ft. deep to allow for usable seating area. <u>However, the Porch may be reduced to a depth of 4.5 ft. to meet house architectural style requirements.</u> Upper floor decks are permitted above the Porch.</i></p> <ul style="list-style-type: none"> Some architectural styles may be better suited to a Porch of less depth in order to maintain stylistic integrity; in those limited instances then Porch may be reduced by 1.5 ft. as needed

LUDR Section	Current LUDR Text	Proposed LUDR Revision and Rationale NB: Deleted text shown as strikeout and new text shown <u>underlined</u> .
11.C	<p><i>3.Street Frontage/Median Landscape</i></p> <p><i>d. Street tree minimum size at installation as follows:</i> <i>(1) Arterial Street – 3” caliper</i> <i>(2) Collector Street - 2 ½” caliper</i> <i>(3) Local Street - 2 ½” caliper</i></p>	<p><i>3.Street Frontage/Median Landscape</i></p> <p><i>d. Street tree minimum size at installation as follows:</i> <i>(1) Arterial Street – <u>2”</u>3” caliper</i> <i>(2) Collector Street - 2 ½” caliper</i> <i>(3) Local Street - 2 ½” caliper</i></p> <ul style="list-style-type: none"> This amendment acknowledges that finding sufficient numbers of larger caliper trees is very difficult for the landscape suppliers. The project Landscape Architect also recommends a 2” caliper tree as more likely to survive transplanting, which is critical given the numbers of trees to be planted in Badger Mountain South.
11.D	<p><i>Landscape Standards</i> <i>Civic and Commercial District Standards</i> <i>2. Submittal Process</i></p> <p><i>a. All development permit applications for civic, commercial, and multi-family buildings are required to submit a landscape plan.</i></p> <p><i>b. Civic and commercial development proposals will include 30 percent landscape coverage of the site.</i></p>	<p><i>Landscape Standards</i> <i>Civic and Commercial District Standards</i> <i>2. Submittal Process</i></p> <p><i>a. All development permit applications for civic, commercial, and multi-family buildings are required to submit a landscape plan. <u>A “landscape” plan will include all areas of plazas, hardscape gathering places as well as planted areas; these areas will all count towards meeting the overall landscape requirements.</u></i></p> <ul style="list-style-type: none"> The new text acknowledges that areas of “hardscape,” such as found in plazas or other gathering places, are desirable and will be considered as part of the overall “landscape” requirement. In this way these gathering places can be encouraged to be built. <p><i>b. Civic and commercial development proposals will include 30 <u>10</u> percent landscape coverage of the site. <u>The Master Developer of a commercial area may set aside common areas that meet this requirement rather than meeting it on a parcel by parcel basis.</u></i></p> <ul style="list-style-type: none"> The original percentage of landscaping provided in the LUDR was an error and is corrected with this amendment. New text allows the Master Developer of commercial properties to consider the whole of his/her development to identify the best way to meet this standard.

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11.E	<p><i>Landscape Standards</i> <i>Residential Standards</i> 1. <i>Single Family Residential</i> e. <i>Side Yard</i> (3) <i>Use of perennials, ornamental grasses, shrubs, vines and /or groundcovers.</i></p> <p>2. <i>Multi-Family Residential</i> e. <i>Side Yard</i> (3) <i>Use of perennials, ornamental grasses, shrubs, vines and /or groundcovers.</i></p> <p>3. <i>Courtyard Residential</i> e. <i>Side Yard</i> (3) <i>Use of perennials, ornamental grasses, shrubs, vines and /or groundcovers.</i></p>	<p><i>Landscape Standards</i> <i>Residential Standards</i> 1. <i>Single Family Residential</i> e. <i>Side Yard</i> (3) <i>Use of perennials, ornamental grasses, shrubs, vines, and /or groundcovers <u>and /or useable lawn.</u></i></p> <p>2. <i>Multi-Family Residential</i> e. <i>Side Yard</i> (3) <i>Use of perennials, ornamental grasses, shrubs, vines, and /or groundcovers <u>and /or useable lawn.</u></i></p> <p>3. <i>Courtyard Residential</i> e. <i>Side Yard</i> (3) <i>Use of perennials, ornamental grasses, shrubs, vines, and /or groundcovers <u>and /or useable lawn.</u></i></p> <ul style="list-style-type: none"> • New text increases landscape flexibility for side yards for all types of residential.
12.C	<p><i>Sustainability Standards</i> <i>Common Standards</i> 1. <i>Energy</i></p> <p><i>c. Include building space, conduits and roof support for future addition of solar hot water and photovoltaic systems on every building.</i></p> <p>3. <i>Exterior Lighting</i></p> <p><i>a. Only light areas as required for safety and comfort. Maintain safe light levels while avoiding off-site lighting and night sky pollution. Minimize site lighting where possible.</i></p>	<p><i>Sustainability Standards</i> <i>Common Standards</i> 1. <i>Energy</i></p> <p><i>c. Include building space, conduits and roof support for future addition of solar hot water <u>or and</u> photovoltaic systems on every building. When provided, the use of geo-thermal may substitute for the above requirement. Geo-thermal wells and related infrastructure is permitted in all setback areas.</i></p> <ul style="list-style-type: none"> • The existing standard is being amended to allow a homebuilder/owner to meet the community’s sustainable standards in a variety of ways. New text allows an alternate energy efficient method provided by geo-thermal wells to be accommodated. <p>3. <i>Exterior Lighting</i></p> <p>a. Goals: Only light areas as required for safety and comfort. Nighttime building illumination should be elegant and reinforce prominent building design elements yet avoid Maintain safe light levels while avoiding off-site lighting and night sky pollution. Minimize site lighting where possible. Technologies to reduce light pollution include full cutoff luminaires, low reflectance, and</p>

LUDR Section	Current LUDR Text	Proposed LUDR Revision and Rationale NB: Deleted text shown as strikeout and new text shown <u>underlined</u> .
12.C	<p>Computer modeling of the site lighting is encouraged. Technologies to reduce light pollution include full cutoff luminaires, low reflectance, and low-angle spotlights.</p> <p>b. Lighting power densities must not exceed ANSI/ASHRAE/IESNA Standard 90.1 – (current year) for the classified zone.</p> <p>c. Meet exterior lighting control requirements from ANSI/ASHRAE/IESNA Standard 90.1 – (current year).</p> <p>d. The site areas shall be classified under the following zones, as defined in the IESNA RP-33:</p> <p style="padding-left: 40px;">(1) LZ2 – Low (primarily residential zones, neighborhood business districts, and residential mixed use areas). Applicable in: BMS-NG, BMS –NE, BMS-NC, and BMS-CIVIC Districts.</p> <p style="padding-left: 40px;">(2) LZ-3 Medium (areas such as commercial and high-density residential). Applicable in: BMS-VMU, BMS – SD-CMU, BMS-SD-SR, and BMS-SD-DR Districts.</p> <p>e. Follow all the requirements for the zone that applies to the development proposed as found in ANSI/ASHRAE/IESNA Standard 90.1 – (current year).</p>	<p>low-angle spotlights. Computer modeling of the <u>commercial project's</u> site lighting is encouraged.</p> <p>a. <u>For all Buildings Except Low Rise Residential (under four stories):</u></p> <p>b. (1) Submit a Lighting Plan, depicted on the site plan, for all projects with four or more exterior fixtures. The Lighting Plan must include all elements as found in the Glossary for "Lighting Plan".</p> <p>(2) Lighting power densities must not exceed ANSI/ASHRAE/IESNA Standard 90.1 –<u>2010</u> (current year) <u>for the classified zone.</u></p> <p>c. (3) Meet exterior lighting control requirements from ANSI/ASHRAE/IESNA Standard 90.1 – 2010 (current year).</p> <p>d. The site areas shall be classified under the following zones, as defined in the IESNA RP-33:</p> <p style="padding-left: 40px;">(1) LZ2 – Low (primarily residential zones, neighborhood business districts, and residential mixed use areas). Applicable in: BMS-NG, BMS –NE, BMS-NC, and BMS-CIVIC Districts.</p> <p style="padding-left: 40px;">(2) LZ-3 Medium (areas such as commercial and high-density residential). Applicable in: BMS-VMU, BMS –SD-CMU, BMS-SD-SR, and BMS-SD-DR Districts.</p> <p>e. (4) Follow all the requirements for the zone that applies to the development proposed as found in ANSI/ASHRAE/IESNA Standard 90.1 – 2010. (current year).</p> <p><u>b. For all Low Rise Residential Buildings (under four stories):</u></p> <p><u>(1) Lighting fixtures shall have translucent covers that eliminate glare and have full cutoff features/shielding to prevent direct light from the fixture to shine beyond the property limits where the fixture is installed.</u></p> <p><u>(2) Lights of less than 15 watts used for holiday decoration are exempt.</u></p> <p><u>(3) Lighting for U.S. flags intended to be properly displayed at night is exempt.</u></p>

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12.C		<ul style="list-style-type: none"> This standard is being clarified because as originally written it appears that the ANSI/ASHRAE/IESNA Standard 90.1 applies to single family and low rise residential when it actually does not. Also, since the LUDR was published, the IESNA RP-33 standard was withdrawn without a replacement yet promulgated. It also segregates standards for single-family and smaller projects (under four stories) from those for larger projects.
13.A	<p><i>Fencing</i></p> <p><i>1. Residential</i></p> <p><i>a. General Considerations</i></p> <p><i>(4) Privacy screening may be permitted for Hot Tubs/Spas.</i></p> <p><i>b. Standards</i></p> <p><i>(10) Fences designed to screen trash receptacles, recycling containers and similar, must match the style and materials of other fencing on the lot but must be one ft. higher than object being screened.</i></p> <p><i>(12) New Text</i></p>	<p><i>Fencing</i></p> <p><i>1. Residential</i></p> <p><i>a. General Considerations</i></p> <p><i>(4) Privacy screening may be permitted for Hot Tubs/Spas <u>and for enclosed courtyards on lots less than 61 ft. in width, or on alley load lots up to 70 ft. when an alley adjoins the side yard.</u></i></p> <p><i>b. Standards</i></p> <p><i>(10) Fences designed to screen trash receptacles, recycling containers and similar, must match the style and materials of other fencing on the lot but must be one ft. higher than object being screened.</i> <i><u>When trash receptacles, recycling containers and similar are stored outside of a building or other structure, they must be screened with a sight obscuring fence which matches the style and materials of other fencing on the lot and must be one ft. higher than object being screened.</u></i></p> <p><i><u>(12) Enclosed Courtyard Screen.</u></i></p> <p><i><u>i. A solid or semi-solid partition constructed of the same or similar materials as the principal structure and either partially or completely surrounding an outdoor living space.</u></i></p> <p><i><u>ii. May extend into the front yard setback no more than 4 ft. beyond the front façade/front porch of the principal structure, but in no event beyond the minimum build to line.</u></i></p> <p><i><u>iii. Must be decoratively embellished on the exterior when a solid screen is built.</u></i></p> <p><i><u>iv. Maximum height of 5 ft.</u></i></p> <ul style="list-style-type: none"> This amendment acknowledges that trash and other receptacles can be stored either within a structure or outside and when stored outside the fencing used must be sight obscuring. Many of the alley load lots in Badger Mountain South range in size from 5,000 sq. ft. to 7,000 sq. ft. When placing a house and garage on these lots much of the lot is consumed. Therefore it is desirable to also include a private

LUDR Section	Current LUDR Text	Proposed LUDR Revision and Rationale NB: Deleted text shown as strikeout and new text shown <u>underlined</u> .
13.A		(screened) outdoor recreation space. This new amendment would allow those outdoor spaces to be created and placed on the lot in best relationship to the principal structure. It would also set new standards for privacy screens (now allowed only for hot tubs and pools) so that the neighborhood isn't filled with blank screens visible from the streets and sidewalks.
13.B	<p><i>Signage</i></p> <p><i>1. Signage Standards – All Districts</i></p> <p><i>f. Sign Lighting</i></p> <p><i>(1) Signs may not be top lit with single or multiple sources. The light source may not be visible from any public right of way and may not shine up into the night sky; refer to IESNA RP-33 Light Zone 3 standards. Seasonal decorative lighting is permitted.</i></p> <p><i>2. Signage Standards: BMS-SD-SR; and BMS-SD-CMU</i></p> <p><i>b. Building Signage Allowance</i></p> <p><i>(1) Each commercial building may have a maximum of two signs to identify the name of the building. These signs must be integral to the architecture and building design and convey a sense of permanence. Typically these signs are secondary or tertiary building elements as seen on historic urban buildings.</i></p> <p><i>(2) Building signs must conform to the following:</i></p> <p><i>i. Maximum sign area shall be no more than 6 sq. ft.</i></p> <p><i>ii. Maximum sign height shall be 18 ft. above the sidewalk to the top of the sign (measured from the top of the sign to the lowest point on the sidewalk directly below the sign).</i></p>	<p><i>Signage</i></p> <p><i>1. Signage Standards – All Districts</i></p> <p><i>f. Sign Lighting</i></p> <p><i>(1) Signs may not be top lit with single or multiple sources. The light source may not be visible from any public right of way and may not shine up into the night sky; refer to IESNA RP-33 Light Zone 3 standards. Seasonal decorative lighting is permitted.</i></p> <ul style="list-style-type: none"> This amendment eliminates the specific IESNA standard reference which is no longer in effect. <p><i>2. Signage Standards: BMS-SD-SR; and BMS-SD-CMU</i></p> <p><i>b. Building Signage Allowance</i></p> <p><i>(1) Each commercial building may have a maximum of two signs to identify the name of the building. These signs must be integral to the architecture and building design and convey a sense of permanence. Typically these signs are secondary or tertiary building elements as seen on historic urban buildings. <u>Buildings on corner lots may have a maximum of three signs.</u></i></p> <ul style="list-style-type: none"> Acknowledges that different conditions apply when buildings are sited on a corner lot. <p><i>(2) Building signs must conform to the following:</i></p> <p><i>i. Maximum sign area shall be no more than 6 <u>20</u> sq. ft. <u>per building face except when the sign includes a company logo in which case it may be increase in area to 36 sq. ft.</u></i></p> <p><i>ii. Maximum sign height shall be 18 ft. above the sidewalk to the top of the sign (measured from the top of the sign to the lowest point on the sidewalk directly below the sign) <u>unless signage is positioned on a cupola or other architectural feature that extends beyond the ordinary roof height.</u></i></p> <ul style="list-style-type: none"> The revised language recognizes that the current standard is too restrictive and by allowing additional signage, it supports the creation of a lively pedestrian district in areas designated BMS-SD-SR; and BMS-SD-CMU.

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13.C	<p><i>Site Improvement Standards</i></p> <p><i>4. Bench Standards</i></p> <p><i>a. Benches shall be of commercial grade construction. Bench frames shall be ductile iron, or steel.</i></p> <p><i>b. Concrete benches, if used, shall be one piece, single pour construction. Seat and backs shall be low maintenance materials such as concrete, plastic covered metal, powder coated metal or recycled material designed for this purpose. Wood should be a hardwood such as Teak, Ipe, Maple, and Mahogany. Seat and backs constructed out of recycled materials should have a reinforcing spine and fasteners.</i></p>	<p><i>Site Improvement Standards</i></p> <p><i>4. Bench Standards</i></p> <p><i>a. Benches shall be of commercial grade construction. Bench frames shall be ductile iron, <u>concrete</u>, or steel.</i></p> <p><i>b. Concrete benches, if used, shall be one piece, single pour construction. Seat and backs shall be low maintenance materials such as concrete, plastic covered metal, powder coated metal or recycled material designed for this purpose. Wood should be a hardwood such as Teak, Ipe, Maple, and Mahogany. Seat and backs constructed out of recycled materials should have a reinforcing spine and fasteners.</i></p> <ul style="list-style-type: none"> • Adding clarity to the requirement with this amendment.
13.C	<p><i>Site Improvement Standards</i></p> <p><i>7. Tree Grates</i></p> <p><i>a. Shall be provided at base of street trees in BMS-SD-SR, CMU, DR AND BMS-VMU Districts and shall be made from commercial grade metals. Tree grates may also be used in the BMS-NC District at street frontages along ground floor commercial uses.</i></p>	<p><i>Site Improvement Standards</i></p> <p><i>7. Tree Grates</i></p> <p><i>a. Shall be provided at base of street trees <u>along arterial collector streets, except where frontage also includes a Trail Type</u>, in BMS-SD-SR, CMU, DR AND BMS-VMU Districts and shall be made from commercial grade metals. Tree grates may also be used in the BMS-NC District at street frontages along ground floor commercial uses.</i></p> <ul style="list-style-type: none"> • Clarifies the intent to create an urban streetscape look in the commercial districts along major arterials, except where a Trail Type is co-located and within the BMS-Specialty District-Specialty Retail (the future Wine Village) where the streetscape is meant to invoke an “agricultural look” from the accompanying vineyards.
14	New text	<p><u>Accessory Storage Structures.</u></p> <p><u>A supplemental building designed for the storage of boats/ RVs or to be used as a personal workshop; in all cases not for the commercial repair or maintenance of vehicles of any type. It may also include an Accessory Unit that meets the standards and definition for Accessory Units (LUDR 8.P). Only permitted in the BMS-NE District on lots .25 acre or larger and having a principal structure.</u></p>

LUDR Section	Current LUDR Text	Proposed LUDR Revision and Rationale NB: Deleted text shown as strikeout and new text shown <u>underlined</u> .
14	<p>Accessory Unit/Structures. Any use and/or structure that is customarily part of and clearly incidental and secondary to the principal residence and does not change the character of the residential use. May contain a separate residential unit either contained wholly within a principal single-family residential structure (maximum floor area of 440 square feet), or attached to or above a garage (maximum floor area of 600 square feet). An accessory dwelling unit is not included in the Maximum Density Limitations. An accessory unit/building may also be used for Home Occupation uses as identified elsewhere in the LUDR and that meet the requirements of RMC 23.42.09. An accessory unit or structure with a maximum floor area of 600 square feet is allowed for a winery use.</p>	<p>Accessory Unit/Structures. Any use and/or structure that is customarily part of and clearly incidental and secondary to the principal residence and does not change the character of the residential use. May contain a separate residential unit either contained wholly within a principal single-family residential structure (maximum floor area of 440 square feet), or attached to or above a garage (maximum floor area of 600 square feet). An accessory dwelling unit is not included in the Maximum Density Limitations. An accessory unit/building may also be used for Home Occupation uses as identified elsewhere in the LUDR and that meet the requirements of RMC 23.42.09. An accessory unit or structure with a maximum floor area of 600 square feet is allowed for a winery use.</p> <ul style="list-style-type: none"> Amendment simplifies the maximum size permitted for an Accessory Dwelling Unit and matches the requirement now found in 2.C.1.8.
14	New text	<p><u>Lighting Plan.</u> <u>The Lighting Plan is a required element of submittal for all buildings, except low rise residential (under four stories), proposing four or more exterior fixtures. The Plan must include the following information:</u></p> <ol style="list-style-type: none"> <u>Type and number of luminaire equipment (fixtures), including the "cut off characteristics", indicating manufacturer and model number(s).</u> <u>Lamp source type (bulb type, i.e. high pressure sodium), lumen output, and wattage.</u> <u>Mounting height with distance noted to the nearest property line for each luminaire.</u> <u>Types of timing devices used to control the hours set for illumination, as well as the proposed hours when each fixture will be operated.</u> <u>Total Lumens for each fixture, and total square footage of areas to be illuminated. For projects that are in commercial zones, the lumens per net acre to be lit, need not exceed 25,000 lumens.</u> <u>A Calculation Summary indicating foot-candle levels on the lighting plan, noting the maximum, average and minimum, as well as the uniformity ratio of maximum to minimum, and average to minimum levels.</u> <u>Lighting manufacturer-supplied specifications ("cut sheets") that include photographs of the fixtures, indicating the certified "cut off characteristics" of the fixture.</u> <u>Foot-candle Distribution, plotting the light levels in foot-candles on the ground, at the designated mounting heights for the proposed fixtures. Maximum illuminance levels should be expressed in foot-candle measurements on a grid of the site showing foot-candle readings in every five or ten-foot square. The grid shall include light contributions from all sources (i.e. pole mounted, wall mounted, sign, and street lights.) Show foot-candle renderings five feet beyond the</u>

LUDR Section	Current LUDR Text	Proposed LUDR Revision and Rationale NB: Deleted text shown as strikeout and new text shown <u>underlined</u> .
14		<p><u>property lines.</u></p> <ul style="list-style-type: none"> The goal of the amendments to the LUDR section on Lighting and the addition of a requirement for a comprehensive Lighting Plan is to clarify the LUDR requirements, particularly for commercial development, and to reinforce the “Dark Sky” goals of the regulation.
14	<p>Master Plan Administrator: A professional appointed by NorAm Investment LLS, or its successor, as outlined in the Master Agreement, to review all applications for plats, subdivisions, site plans, and development permits in Badger Mountain South as part of the application submittal in the City of Richland. The MPA is responsible for ensuring the intent of the LUDR is met in all applications and will provide to the City and to the applicant a Consistency Determination (BMS-MACR) to be included in the materials reviewed by the City of Richland Development Services Department.</p>	<p>Master Plan Administrator (MPA): A professional appointed by NorAm Investment LLS, or its successor, as outlined in the Master Agreement, to review all applications for plats, subdivisions, site plans, and development permits in Badger Mountain South as part of the application submittal in the City of Richland. The MPA is responsible for ensuring the intent of the LUDR is met in all applications and will provide to the City and to the applicant a Consistency Determination <u>Recommendation</u> (BMS-MACR) to be included in the materials reviewed by the City of Richland Development Services Department. <u>The roles and responsibilities of the MPA are considered synonymous with the Master Agreement Administrator, MAA, as found in the Master Agreement.</u></p> <ul style="list-style-type: none"> The MPA supplies a recommendation to the City on whether or not a development application is consistent with the provisions of the LUDR and of the Master Agreement. The Development Services Manager issues the Determination of Consistency based upon the recommendation and his/her review of the application or proposal. The Master Agreement Section 23 uses the synonymous term “Master Agreement Administrator” whose duties and responsibilities are the same as those of the MPA.
	New Text	<p><u>Side Yard Driveway Condition:</u> <u>For Single-family Houses with Street Access, a drive lane up to 10 ft. in width that runs parallel to the side yard setback and extends not less than 30 ft. from the front property line when the garage is located in the lot rear. When the garage is part of the front façade, driveway access is provided to the garage in a side yard driveway. In both conditions, the driveway may widen to 20 ft., and may encroach into the side yard setback, to provide access to the garage.</u></p> <ul style="list-style-type: none"> Provides a new definition clarifying garage access for side yard driveways.

5.A CIVIC SPACE INTRODUCTION

The Illustrative Plan for Civic Space Layout includes most of the types of open space, parks, trails and community facilities that will be constructed in Badger Mountain South. It is intended to illustrate that these places and spaces are interwoven into each neighborhood although the exact locations are not yet identified. Final locations will be based upon the blocks, Building Types and final street grid that are established. This extensive network of common spaces is an important component of creating a walkable and sustainable community.

Most of the areas illustrated here and described in this Section 5 will be sited at time of platting. For city-owned facilities or properties developed as part of a public school system or by any other public entity, those public bodies will identify the planning, programming and timing of development of those spaces.

All of the plazas and other common areas to be constructed within the commercial Districts are not shown here. These areas will be further defined at the time of site plan review.

CIVIC SPACE LEGEND

- GREENWAY PARKS
- LOCAL PARKS
- VILLAGE GREEN
- BLOCK PARKS
- GREENBELTS
- PUBLIC PARKS
- RESERVED SCHOOL SITES
- PLAZA / TOWN SQUARES
- CIVIC/COMMUNITY FACILITIES

5.B ILLUSTRATIVE PLAN FOR CIVIC SPACE LAYOUT

EXHIBIT 1



5.J TRAILS INTRODUCTION

The Illustrative Plan for Trail Layout and Trail Types identifies the location of the proposed trail system in Badger Mountain South. Four types of trails will be built within the community – Urban Trails located within the commercial centers, paved Primary and City Primary Trails for multi-uses, soft-surface Secondary Trails for walking and jogging, and an Equestrian Trail connection located at the eastern edge of the community that will link to an existing equestrian trail. There will be approximately 20 miles of trails of all types when the trail system is complete.

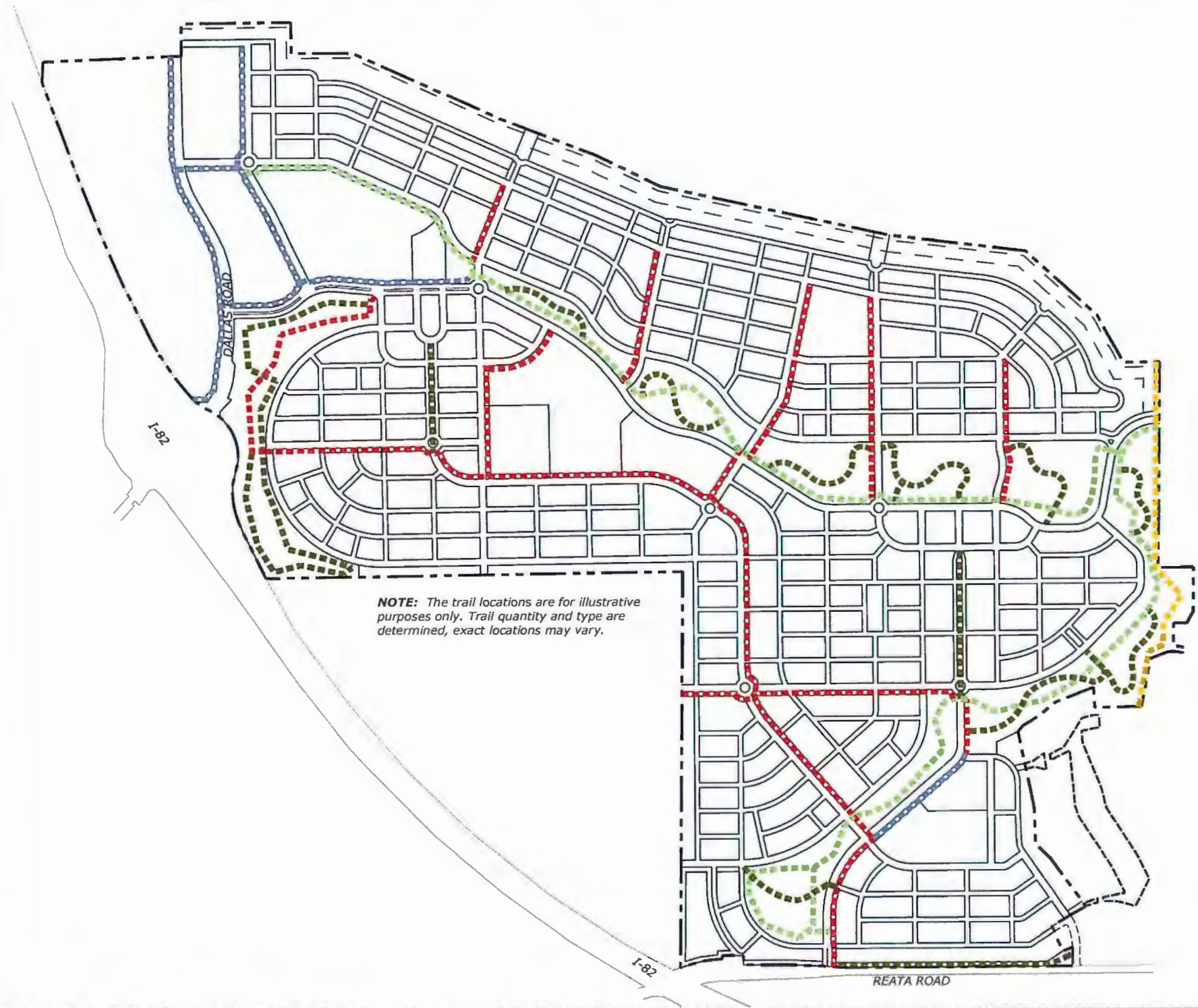
Two Trail Types are located in the Greenway Parks; City Primary Trails and Secondary Trails. These trails are intended to be the cross-community trail system that links all neighborhoods within Badger Mountain South. The City Primary Trail meanders within the Greenway Parks, sometimes near the adjoining streets, but primarily away from the streets and within the Greenway Park itself. Secondary Trails act as connector trails which link one side of the Greenway Park to the other or to the City Primary Trail.

TRAIL LEGEND

- CITY PRIMARY TRAIL
- PRIMARY TRAIL
- SECONDARY TRAIL
- EQUESTRIAN TRAIL
- URBAN TRAIL

5.K ILLUSTRATIVE PLAN FOR TRAIL LAYOUT and TRAIL TYPES

EXHIBIT 2



6.A INTRODUCTION

Section 6 identifies the street layout for the arterial collectors, the proposed layout for the internal collector streets and the right-of-way standards for each street type in the Badger Mountain South community. The grid-street system is a major component of creating a walkable and sustainable community.

Section 6 also introduces the concept of "edge types" which are the pedestrian and landscape elements within the right-of-way. An edge type will be one of four styles that vary based on the adjoining land use. Any street may have two different edge types if the land uses on either side of the street are different or if one side of the street is an element of the identified trail system. The standards for each street and edge type are identified in Sections 6.C.through 6.F. Note that collector street sections may be increased when needed to manage higher traffic volumes. Internal site access ways are permitted subject to City review for adequate emergency and refuse collection access.

Section 7 provides the Block Standards for the Badger Mountain South community. When platting, the Block Standards in 7.C, will guide the determination of overall street grid while Section 6 identifies the right-of-way design.

Designated Primary (Pedestrian) Streets and Secondary (Side) Streets located within the BMS-VMU Districts are identified in the Illustrative Neighborhood Plans 7.G and 7.J.

STREET LEGEND

- 4-Lane Arterial Collector Street
- 2-Lane Arterial Collector Street
- Collector Street
- Local Street
- Alley

EDGE TYPE LEGEND

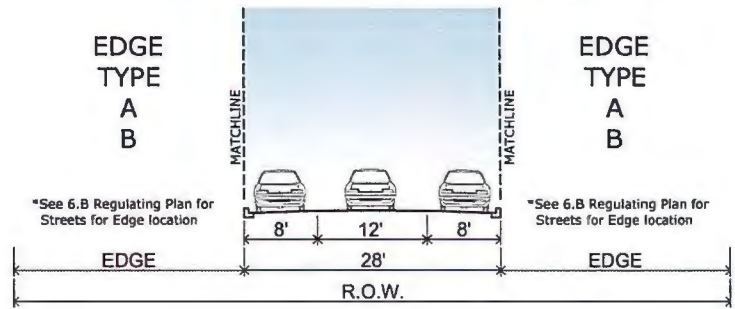
- EDGE TYPE A: Sidewalk
- EDGE TYPE B: Trail in adjacent open space or 8 ft. non-meanering Trail adjacent to developed lot.
- EDGE TYPE C: Urban
- EDGE TYPE D: Greenway Park Edge

6.B REGULATING PLAN FOR STREETS



EXHIBIT 4

6.F.1 ALTERNATE - 12FT. LOCAL STREET



Note: Use of this street section must have prior approval by the City of Richland Public Works Director.

KEY

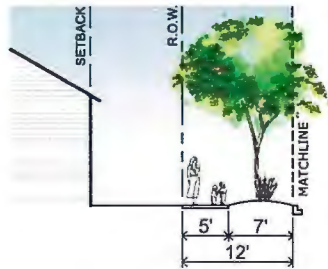
See 6.B Regulating Plan For Streets

APPLICATION

Thoroughfare Type	Neighborhood
Design Speed	25 mph
Posted Speed	25 mph
Pedestrian Crossing Time	3.4 Sec.

OVERALL WIDTHS

Pavement Width	28 ft.
Total R.O.W.	Edge + 28 ft. + Edge
See totals by Edge Type below	



EDGE TYPE A

KEY

See 6.B Regulating Plan For Streets

EDGES

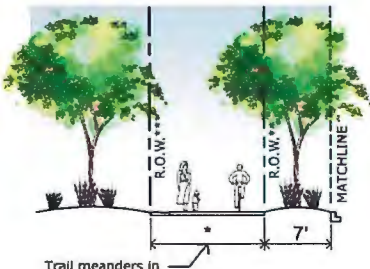
Curb Type	Curb
Planter Type	7 ft. Continuous
Landscape Type	Medium Trees @ 30 ft. O.C. Average.
Walkway Type	5 ft. Sidewalks
Frontage Type	Residential Dwelling Units
1/2 R.O.W.	26 ft.
R.O.W. - Edge 'A' Both Sides	52 ft.
R.O.W. - Edge 'A' + Edge 'B'	47 ft.

LANES

Traffic	10 ft.
Parking	8 ft.
Median	None

INTERSECTIONS

Curb Radius	20 ft. Typ.
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EDGE TYPE B

* See Illustrative Plan for Trail Layout and Trail Types, 5.K
** ROW adjacent to 7' planter when ROW abuts green space.
*** ROW includes trail and 20' planter when adjacent to building lot.

KEY

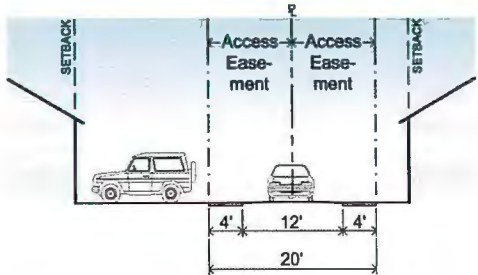
See 6.B Regulating Plan For Streets

EDGES

Curb Type	Curb
Planter Type	7 ft. continuous when adjacent to green space and 20 ft. continuous when adjacent to building lot; May also utilize planter beds or tree grates along Urban Trail or Plaza frontages
Landscape Type	Tree and Spacing Varies
Walkway Type	Meandering Trail in adjacent open space type
Frontage Type	Greenbelt or Open Space

1/2 R.O.W.	26 / 51 ft.
R.O.W. - Edge 'B' Both Sides	52 / 102 ft.
R.O.W. - Edge 'B' + Edge 'A'	57 / 82 ft.
R.O.W. - Edge 'B' + Edge 'C'	60 / 85 ft.

EXHIBIT 5.2
6.G REAR ALLEY



KEY

See 6.B Regulating Plan For Streets

APPLICATION

Thoroughfare Type	Alley
Movement Type	Yield
Design Speed	10 mph
Posted Speed	10 mph
Pedestrian Crossing Time	3.4 Sec.

OVERALL WIDTHS

Pavement Width	12 ft.
Shoulder Width	4 ft.
Total Width	20 ft.

LANES

Traffic	12 ft.
Parking	None
Median	None
Ownership	Private

INTERSECTIONS

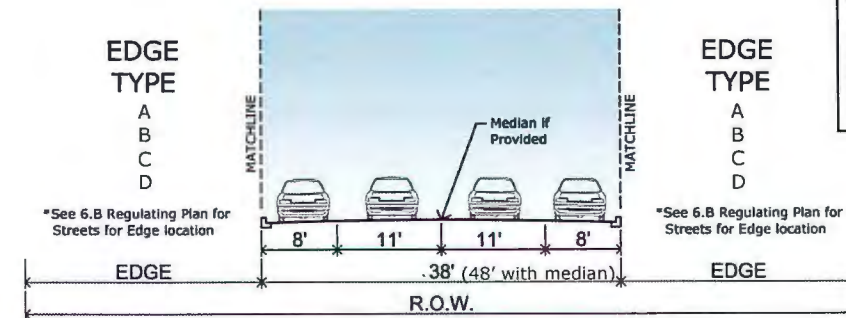
Curb Radius	20 ft. Typ.
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ACCESS EASEMENT

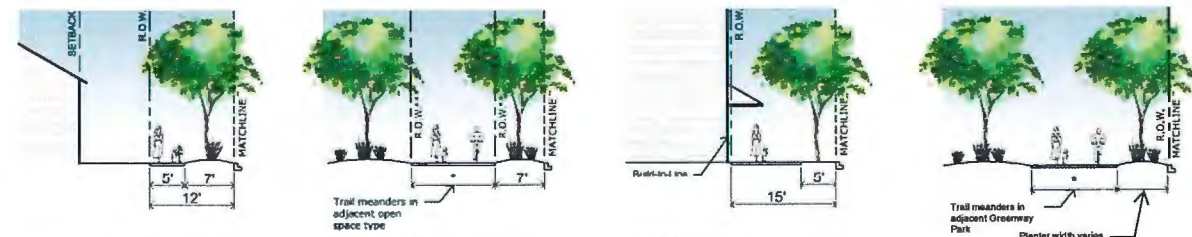
From Rear Yard Property Line	10 ft.
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Note: In BMS-VMU Districts, 2-Lane Arterial Collector Streets are identified as either Primary or Secondary. Refer to Illustrative Neighborhood Plans 7.G and 7.J for proposed locations of these street designations.

6.D 2-LANE ARTERIAL COLLECTOR STREET



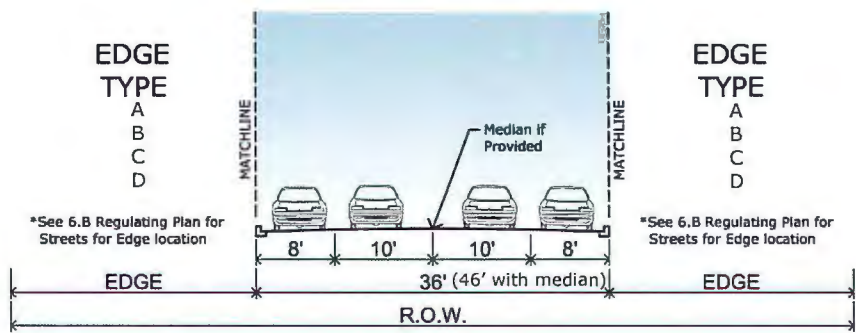
KEY		
	See 6.B Regulating Plan For Streets	
APPLICATION		
Thoroughfare Type	2-Lane Arterial Collector	
Design Speed	35 mph	
Posted Speed	25 mph	
Pedestrian Crossing Time	6.3 Sec.	
OVERALL WIDTHS		
Pavement Width	38 ft.	
Total R.O.W.	Edge + 38 ft. (+median, if provided)+ Edge	
	See totals by Edge Type below	
LANES		
Traffic		11 ft.
Parking		8 ft.
Median	(Where shown on 6.B)	add 10 ft.
Greenbelt Median (5.H)	(See 5.B for locations)	add 60 ft.
INTERSECTIONS		
Curb Radius		20 ft., Typ.



EDGE TYPE D

KEY		KEY		KEY		KEY	
See 6.B Regulating Plan For Streets		See 6.B Regulating Plan For Streets		See 6.B Regulating Plan For Streets		See 6.B Regulating Plan For Streets	
EDGES		EDGES		EDGES		EDGES	
Curb Type	Curb	Curb Type	Curb	Curb Type	Curb	Curb Type	Curb
Planter Type	7 ft. Continuous	Planter Type	7 ft. continuous when adjacent to green space and 20 ft. continuous when adjacent to building lot; May also utilize planter beds or tree grates along Urban Trail or Plaza frontages	Planter Type	5 ft. Tree Grate	Planter Type	Irregular spaced groupings of plant materials
Landscape Type	30 ft. O.C. Average	Landscape Type	Tree and Spacing Varies	Landscape Type	Small/Medium Trees @ 25 ft. O.C. Average.	Landscape Type	Principally evergreen trees and other plantings
Walkway Type	5 ft. Sidewalks	Walkway Type	Meandering Trail in adjacent open space type	Walkway Type	15 ft. Sidewalks	Walkway Type	Meandering Trail in adjacent Greenway Park
Frontage Type	Residential Dwelling Units	Frontage Type	Greenbelt or Open Space	Frontage Type	Commercial / Multi-family Residential	Frontage Type	Open Space
1/2 R.O.W.	31 ft.	1/2 R.O.W.	26 / 51 ft.	1/2 R.O.W.	34 ft.	1/2 R.O.W.	19 ft.
R.O.W. - Edge 'A' Both Sides	62 ft.	R.O.W. - Edge 'B' Both Sides	52 / 102 ft.	R.O.W. - Edge 'C' Both Sides	68 ft.	R.O.W. - Edge 'D' + Edge 'A'	50 ft.
R.O.W. - Edge 'A' + Edge 'B'	57 ft.	R.O.W. - Edge 'B' + Edge 'A'	57 / 82 ft.	R.O.W. - Edge 'C' + Edge 'A'	65 ft.	R.O.W. - Edge 'D' + Edge 'B'	70 ft.
R.O.W. - Edge 'A' + Edge 'C'	65 ft.	R.O.W. - Edge 'B' + Edge 'C'	60 / 85 ft.	R.O.W. - Edge 'C' + Edge 'B'	60 ft.		

6.E COLLECTOR STREET



KEY

See 6.B Regulating Plan For Streets

APPLICATION

Thoroughfare Type	Neighborhood Collector
Design Speed	35 mph
Posted Speed	25 mph
Pedestrian Crossing Time	5.7 Sec.

OVERALL WIDTHS

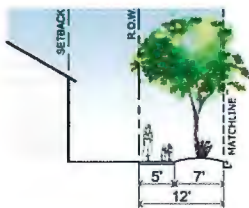
Pavement Width	36 ft.
Total R.O.W.	Edge + 36 ft. (+median, if provided) + Edge
See totals by Edge Type below	

LANES

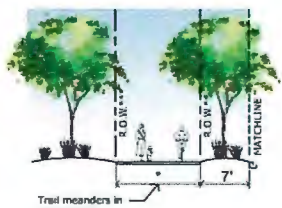
Traffic	10 ft.
Parking	8 ft.
Median (Where shown on 6.B)	add 10 ft.

INTERSECTIONS

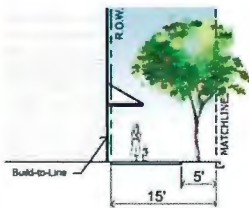
Curb Radius	20 ft. Typ.
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EDGE TYPE A



EDGE TYPE B



EDGE TYPE C



EDGE TYPE D

KEY

See 6.B Regulating Plan For Streets

EDGES	Curb
Curb Type	7 ft. Continuous
Planter Type	Medium Trees @ 30 ft. O.C. Average
Landscape Type	5 ft. Sidewalks
Walkway Type	Residential
Frontage Type	Dwelling Units
1/2 R.O.W.	31 ft.
R.O.W. - Edge 'A' Both Sides	62 ft.
R.O.W. - Edge 'A' + Edge 'B'	57 ft.
R.O.W. - Edge 'A' + Edge 'C'	65 ft.

KEY

See 6.B Regulating Plan For Streets

EDGES	Curb
Planter Type	7 ft. continuous when adjacent to green space and 20 ft. continuous when adjacent to building lot; May also utilize planter beds or tree grates along Urban Trail or Plaza frontages
Landscape Type	Tree and Spacing Varies
Walkway Type	Meandering Trail in adjacent open space type
Frontage Type	Greenbelt or Open Space
1/2 R.O.W.	26 / 51 ft.
R.O.W. - Edge 'B' Both Sides	52 / 102 ft.
R.O.W. - Edge 'B' + Edge 'A'	57 / 82 ft.
R.O.W. - Edge 'B' + Edge 'C'	60 / 85 ft.

KEY

See 6.B Regulating Plan For Streets

EDGES	Curb
Planter Type	5 ft. Tree Grate
Landscape Type	Small/Medium Trees @ 25 ft. O.C. Average.
Walkway Type	15 ft. Sidewalks
Frontage Type	Commercial / Multi-family Residential
1/2 R.O.W.	34 ft.
R.O.W. - Edge 'C' Both Sides	68 ft.
R.O.W. - Edge 'C' + Edge 'A'	65 ft.
R.O.W. - Edge 'C' + Edge 'B'	60 ft.

KEY

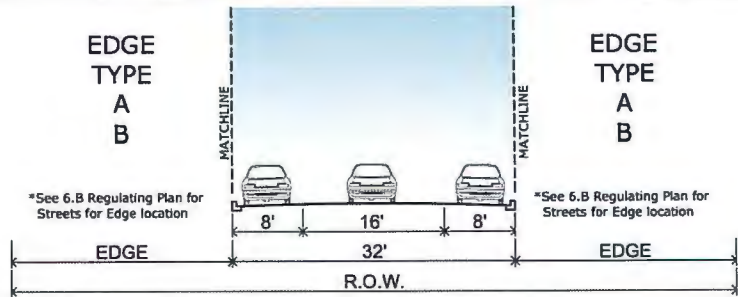
See 6.B Regulating Plan For Streets

EDGES	Curb
Planter Type	Irregular spaced groupings of plant materials
Landscape Type	Principally evergreen trees and other plantings
Walkway Type	Meandering Trail in adjacent Greenway Park
Frontage Type	Open Space
1/2 R.O.W.	19 ft.
R.O.W. - Edge 'D' + Edge 'A'	50 ft.
R.O.W. - Edge 'D' + Edge 'B'	70 ft.

6.F 16 FT. LOCAL STREET

EXHIBIT 5.1

Note: At time of preliminary plat, a reduction to a 12 ft. pavement width per 6.F.1 ALTERNATE, may be allowed with approval by the City of Richland Public Works Director, subject to such conditions as are deemed necessary to provide a safe transition between pavement widths and to provide safe and adequate intersection turning movements.



KEY

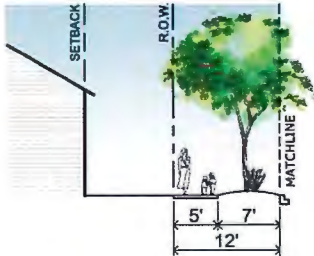
See 6.B Regulating Plan For Streets

APPLICATION

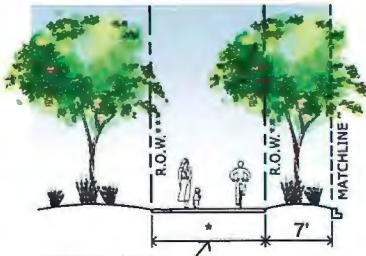
Thoroughfare Type	Neighborhood
Design Speed	25 mph
Posted Speed	25 mph
Pedestrian Crossing Time	3.4 Sec.

OVERALL WIDTHS

Pavement Width	32 ft.
Total R.O.W.	Edge + 32 ft. + Edge
See totals by Edge Type below	



EDGE TYPE A



EDGE TYPE B

KEY

See 6.B Regulating Plan For Streets

EDGES	Curb
Curb Type	7 ft. Continuous
Planter Type	Medium Trees @ 30 ft. O.C. Average
Landscape Type	5 ft. Sidewalks
Walkway Type	Residential
Frontage Type	Dwelling Units
1/2 R.O.W.	28 ft.
R.O.W. - Edge 'A' Both Sides	56 ft.
R.O.W. - Edge 'A' + Edge 'B'	51 ft.

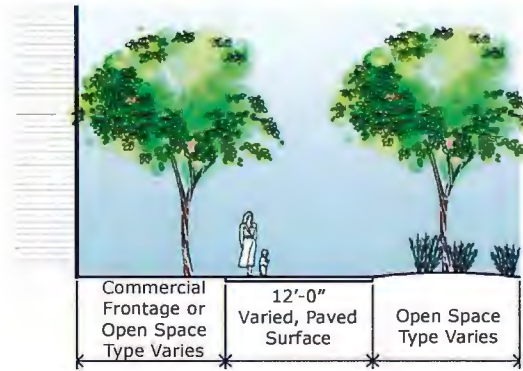
KEY

See 6.B Regulating Plan For Streets

EDGES	Curb
Planter Type	7 ft. continuous when adjacent to green space and 20 ft. continuous when adjacent to building lot; May also utilize planter beds or tree grates along Urban Trail or Plaza frontages
Landscape Type	Tree and Spacing Varies
Walkway Type	Meandering Trail in adjacent open space type
Frontage Type	Greenbelt or Open Space
1/2 R.O.W.	26 / 51 ft.
R.O.W. - Edge 'B' Both Sides	52 / 102 ft.
R.O.W. - Edge 'B' + Edge 'A'	57 / 82 ft.
R.O.W. - Edge 'B' + Edge 'C'	60 / 85 ft.



Illustrative Photo: Urban Trail

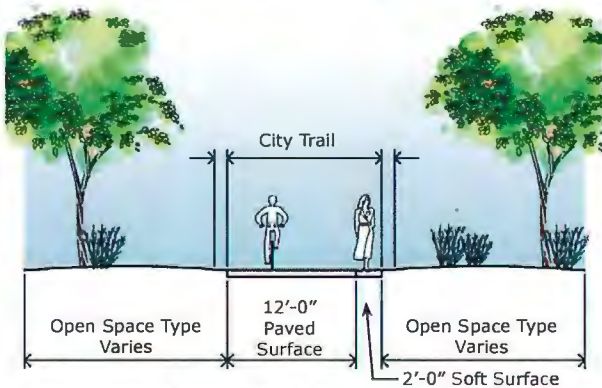


1. DESCRIPTION - URBAN TRAILS

- a. **Definition** - Urban Trails will be located in the commercial, retail and mixed-use community Districts or adjacent to School Open Space and Public Parks. These trails may be integrated into the wide, paved plazas and sidewalk areas that serve these uses. The Urban Trails will serve as a continuation of the community-wide bicycle and pedestrian trail system.
- b. **Location** - Commercial, retail, and mixed-use areas in BMS-SD-SR, BMS-SD-CMU, and BMS-SD-DR Districts and limited location in BMS-CIVIC Districts; See 5.K, Illustrative Plan for Trail Layout and Trail Types.
- c. **Size**
 - (1) Minimum width: 12 ft. specialty paved surface.
 - (2) Total length: Minimum 1.5 miles.
- d. **Standards**
 - (1) Principally concrete but other paved surfaces permitted based on overall site design.
 - (2) Integrated into the commercial/retail plaza spaces.
 - (3) Will serve as a multi-use bicycle and pedestrian trail.
 - (4) Provide appropriate lighting for after-dark use which may be provided by street lighting located in the adjacent Right of Way.



Illustrative Photo: Primary Trail

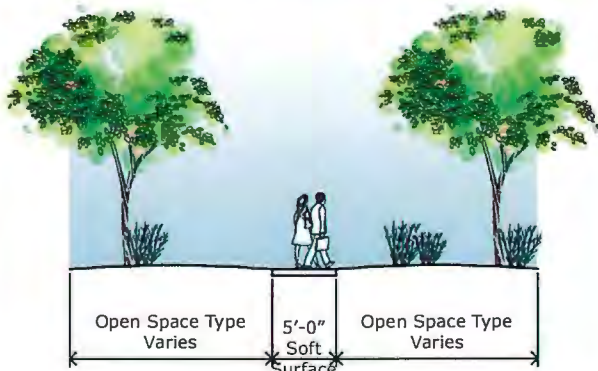


2. DESCRIPTION - PRIMARY TRAILS

- a. **Definition** - Primary Trails will serve as a multi-modal system throughout the community. They are intended to foster connectivity, encourage healthy activities, and provide transportation options. When found adjacent to residential or other structures, the Primary Trail will be concrete and will also function as sidewalk in these areas.
- b. **Location** - See 5.K, Illustr. Plan for Trail Layout and Trail Types.
- c. **Size**
 - (1) Minimum width: 10 ft. concrete or asphalt surface with 2 ft. stabilized engineered wood fiber (SEWF), wood chips, or gravel shoulder on one side.
 - (2) City Primary Trails width: 12 ft. asphalt with 2 ft. gravel shoulder on one side.
 - (3) Total length: Minimum 10 miles.
- d. **Standards**
 - (1) Provide sub-grade materials and preparation appropriate to the surfacing material.
 - (2) Provide appropriate lighting for after-dark use which may be provided by street lighting located in the adjacent Right of Way.
 - (3) Provide (1) 5-ft. recycled materials bench min. every ½ mile, per Section 13.C.4, except where the Greenbelt abuts single-family residential properties.



Illustrative Photo: Secondary Trail

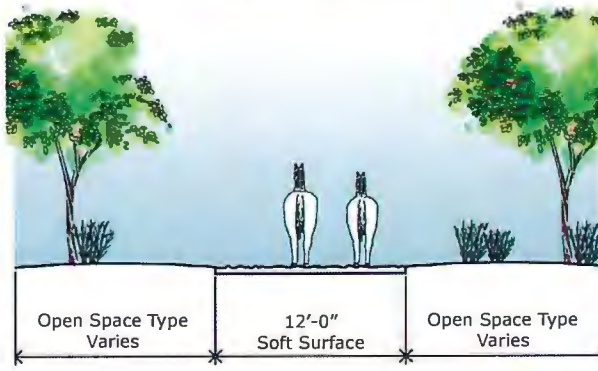


3. DESCRIPTION - SECONDARY TRAILS

- a. **Definition** - Secondary Trails will be an informal, crushed gravel recreation trails for running, biking and walking. This trail system will link the Primary Trails to the major Greenway Parks and open spaces located throughout the community.
- b. **Location** - See 5.K, Illustrative Plan for Trail Layout and Trail Types.
- c. **Size**
 - (1) Minimum width: 5 ft. stabilized engineered wood fiber (SEWF), wood chips, or gravel.
 - (2) Total length: Minimum 7.5 miles.
- d. **Standards**
 - (1) Provide compacted sub-grade.
 - (2) Will serve as a pedestrian trail.

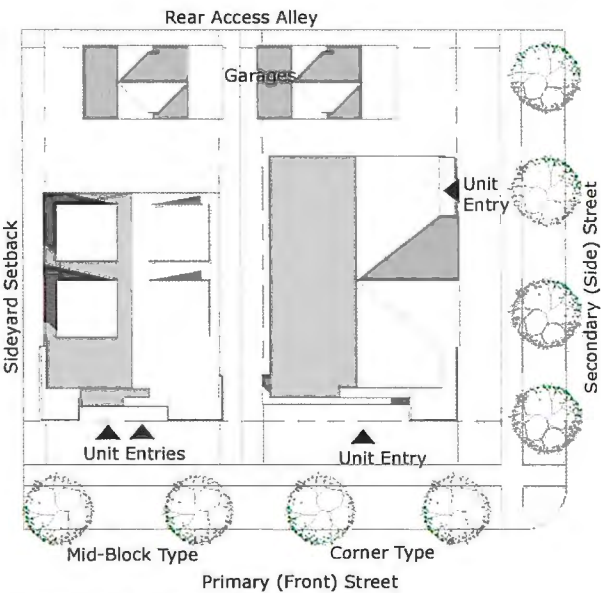


Illustrative Photo: Equestrian Trail

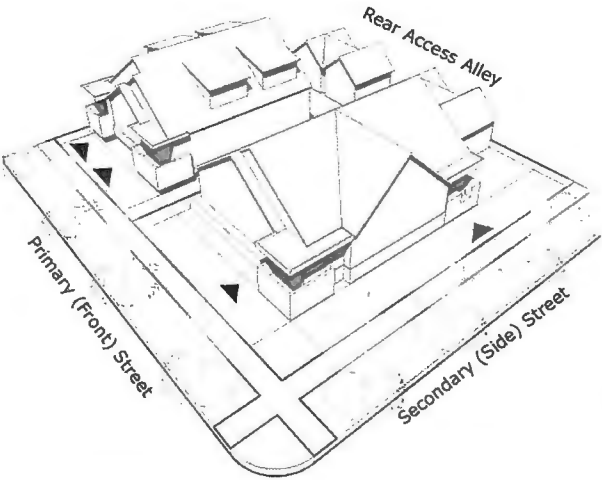


4. DESCRIPTION - EQUESTRIAN TRAILS

- a. **Definition** - The Equestrian Trail will be a soft-surface recreation trail designed for horseback riding. This trail will traverse along the eastern boundary and provide linkage from the existing trail at the southeast corner to the northeast corner of the property.
- b. **Location** - Eastern Boundary; See 5.K, Illustrative Plan for Trail Layout and Trail Types.
- c. **Size**
 - (1) Minimum width: 12 ft. engineered wood fiber (EWF), wood chips, or gravel.
 - (2) Total length: Minimum 1.0 mile.
- d. **Standards**
 - (1) Provide compacted sub-grade.



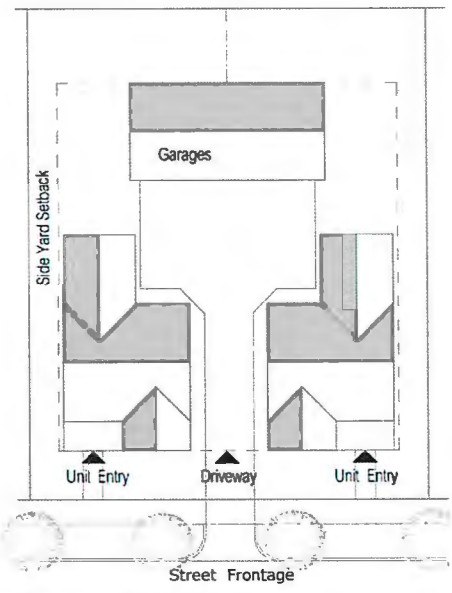
Illustrative Plan Diagram



Illustrative Axonometric Diagram



Illustrative Photo: Corner Lot Duplex



Illustrative Diagram: Mid-Block Duplex

1. TYPE DESCRIPTION

The Paired House Building Type, also known as a Duplex, combines two residences within one structure designed to resemble a Single-Family house in a typical neighborhood setting. The units may include stacked flats or side by side townhouse units. This Building Type allows for smaller scale Multi-family housing to be integrated within Single-Family residential neighborhoods, offering a variety of housing types and affordable options within the neighborhood.

2. APPLICABLE DISTRICTS

- a. Neighborhood Collector (BMS-NC) (3.C)
- b. Neighborhood General (BMS-NG) (3.D)

3. STREETScape

- a. In order to maintain the scale and context of a Single-Family house, entries to multiple units shall utilize one Frontage Type.
- b. The use of corner lots for Paired Houses is encouraged. Corner lots are ideally suited for the Building Type providing for individual unit entries on both street frontages and allowing this Multi-family housing type to blend more easily with adjacent Single-Family houses.
- c. On any block that contains four or fewer lots, Paired Houses are limited to one per block and the lot upon which the Paired House is allowed must be identified on the plat face.

4. LOT SIZE

- a. Width: Minimum 50 ft. , Maximum 70 ft.*see 5.c below for alternate width conditions
- b. Depth: Minimum 100 ft.
- c. See applicable District Standards in Section 3 for required setbacks and Build-to-Lines.

5. ACCESS

- a. For mid-block buildings, the main entrances to units shall be accessed directly from and face the street. The mid-block units may have separate entries or may be combined in a single exterior entry. The main entrances to dwelling units shall be accessed directly from and face the Primary (front) street.
- b. Corner sites must utilize both street frontages for separate unit entries.
- c. The preferred access for garages and services is the rear Alley. When built on streets with front access residences, lot must be a min. width of 100 ft. and driveways set apart by 30 ft., lot may be 80 ft. min. width shared drive to rear garage (side yard driveway access). When built on a corner lot condition, maximum width will be 74 ft. to allow a 10 ft. side yard.
- d. Services, including utility access, above ground equipment and trash containers shall be located off of the Alley, where present.

6. BUILDING SIZE AND MASSING

- a. Maximum number of stories: 2.5
- b. Building shall be designed to a scale and massing appropriate for a Single-Family house.
- c. Individual units may either be expressed or designed to resemble one large Single-Family house.
- d. Refer to Section 3 for additional District-specific building height standards.

7. FRONTAGES

- a. Allowed Frontage Types for Paired House are:
 - (1) Forecourt (9.E)
 - (2) Greenbelt (9.F)
 - (3) Porch (9.G)
 - (4) Stoop (9.H)
- b. Refer to Section 9 for Frontage Type definitions and standards.
- c. Refer to Section 3 for applicable District standards for allowed encroachments into required setbacks.

8. LANDSCAPE STANDARDS

- a. Since this Multi-family Building Type is designed to be integrated into a Single-Family neighborhood, the Common standards in 11.C and the Single-Family Landscape standards set forth in Section 11.E.1 are applicable to Paired Houses.

9. SUSTAINABLE STANDARDS

- a. The Common standards in 12. C and Residential Sustainable standards set forth in Section 12.E are applicable to Paired Houses.

10. SITE IMPROVEMENT STANDARDS

- a. The Standards set forth in Section 13 are applicable to Paired Houses.

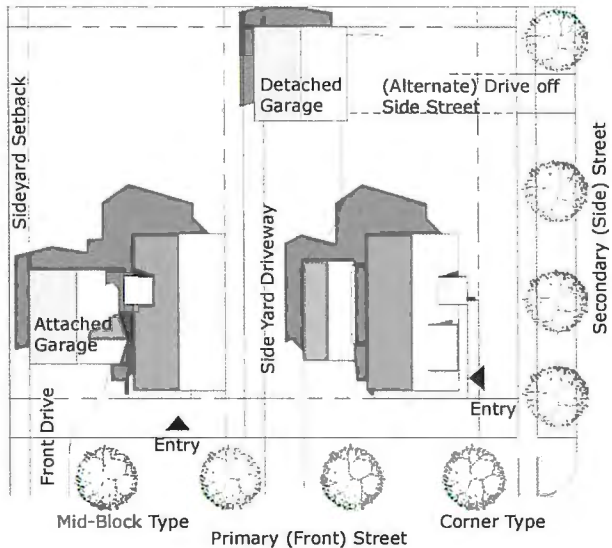
11. PARKING

- a. Parking may be provided in attached or detached parking garages accessed from the Alley where provided. When built on a front load lot, garages shall be set back a minimum of 4 ft. from the front door or 16 ft. or more from the main front facade (side yard driveway access).
- b. Residential Parking quantity requirements by District - See Section 3.
- c. Dwellings may have direct or indirect access to their parking garages.
- d. Tandem parking stalls are allowed to be used for individual residential units.
- e. See Section 13.D for Common Parking Standards.
- f. Additional surface parking, with a minimum of 20 ft., may be provided adjacent to garage. Parking shall be screened from the Primary or Secondary streets by either placement behind a structure, by fencing per Section 13.A.1 and/or landscaped per Section 11.C.7.c.
- g. Refer to Section 3 for additional District-specific parking standards.

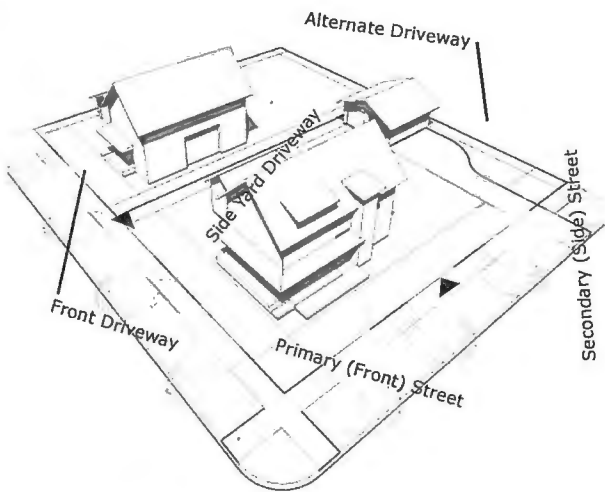
12. ACCESSORY UNITS

- a. Accessory Units are allowed for the Paired Building Type. See Section 8.P for Accessory Unit Building Type Standards.

EXHIBIT 7
8.0 SINGLE-FAMILY HOUSE - STREET ACCESS



Illustrative Plan Diagram



Illustrative Axonometric Diagram



Illustrative Photo: Side Yard Driveway Access



Illustrative Photo: Front Driveway Garage

1. TYPE DESCRIPTION

The Single-Family House - Street Access Building Type is a structure that accommodates one primary residence. Garages are accessed from the street by a side yard or front driveway. This type cannot be used if a rear Alley is provided. Home Occupations may also be allowed per District standards. A variety of lot sizes will allow for a diverse range of Single-Family homes in order to respond to the needs of different households, house sizes, and affordable levels.

2. APPLICABLE DISTRICTS

- a. Neighborhood General (BMS-NG) (3.D)
- b. Neighborhood Edge (BMS-NE) (3.E)

3. STREETScape

- a. Street Access Houses require a design and layout that lessens the visual impact of the garages from the street. The preferred solution is the side yard driveway.
- b. Streetscape diversity is achieved through different models and architectural styles. Each block face shall contain at least three different models. Different models are defined as those with significant variation in floor plan configuration and minor variation in size or number of bedrooms.
- c. Each of the three models must have at least two architectural styles and color schemes. To further differentiate models, vary wall colors and materials.
- d. Not more than two of the same model with the same architectural style can be used on a block face.
- e. Variety in building height is encouraged along a block face.

4. LOT SIZE

- a. Width: Min. 50 ft. for side yard drive, 60 ft. for front drive
- b. Depth: Minimum 100 ft.
- c. See applicable District Standards in Section 3 for required setbacks and Build-to-Lines.

5. ACCESS

- a. The main entry to the building shall be accessed directly from and face the Primary (Front) Street. Corner buildings may have access on Secondary (Side) Street.
- b. Garages and services shall be accessed from the street in either a side yard driveway or front driveway condition. On corner lots the garage may be accessed from the Secondary (side) Street.
- c. A minimum of 40% per block face of Single-Family - Street Access Houses shall have a side yard driveway condition.
- d. A maximum of 60% per block face of Single-Family - Street Access Houses may have a front driveway condition.
 - (1) Garages shall be setback a minimum of 24 ft. from the property line.
- e. Driveways shall be placed a minimum of 30 ft. apart unless combined into a shared driveway condition.
- f. Services, including utility access, above ground equipment and trash containers shall be located off of the street and screened from view.

6. BUILDING SIZE AND MASSING

- a. Maximum number of stories: 2.5
- b. Height may be increased to 3 stories in the BMS-NE District.
- c. Garages shall be secondary to the front elevation of the house and in no case may the garage be more than 40 percent of the structure facade.
 - (1) Detached or semi-detached garages shall be set to the rear of the lot with a side yard driveway. Corner lots may have driveway access from the Secondary (side) Street.
 - (2) Attached garages with a front driveway condition shall be setback a minimum of 4 ft. from the front facade, or reduced (1) story minimum in height from the main portion of the house.
 - (3) Attached garages at corner lots may be accessed from the secondary side street, however the Primary (front) Street facing facade shall have articulation and windows, similar to the front facade.
 - (4) If an attached garage is setback 16 ft. or more from the main facade of the house, or if the conditions of c.(5) below are met, it shall be considered as a side yard driveway condition per 5.c. block face percentage calculation.
 - (5) A garage may be part of a front façade when the garage has a side driveway condition. In these instances, the garage portion of the façade facing the street will feature design elements to match the residence. These elements may include similar window types, an upper story, and/or further architectural articulation complementary to the principal structure.
- d. Refer to Section 3 for additional District-specific building height standards.

7. FRONTAGES

- a. Allowed Frontage Types for Single-Family Houses are:
 - (1) Forecourt (9.E)
 - (1) Porch (9.G)
 - (2) Stoop (9.H)

- b. Refer to Section 9 for Frontage Type definitions and standards.
- c. Refer to Section 3 for applicable District standards for allowed encroachments into required setbacks.

8. LANDSCAPE STANDARDS

- a. The Common standards 11.C and the Single-Family Landscape standards set forth in Section 11.E.1 are applicable to Single-Family Houses.

9. SUSTAINABLE STANDARDS

- a. The Common standards in 12. C and Residential Sustainable standards set forth in Section 12.E are applicable to Single-Family Houses.

10. SITE IMPROVEMENT STANDARDS

- a. The Standards set forth in Section 13 are applicable to Single-Family Houses.

11. PARKING

- a. Residential Parking quantity requirements by District - See Section 3.
- b. Parking may be provided in attached, semi-detached, or detached garages accessed from the street.
- c. Dwellings have direct or indirect access to their garages.
- d. Parking may be provided in Tandem stalls.
- e. Refer to Section 3 for additional District-specific parking standards.

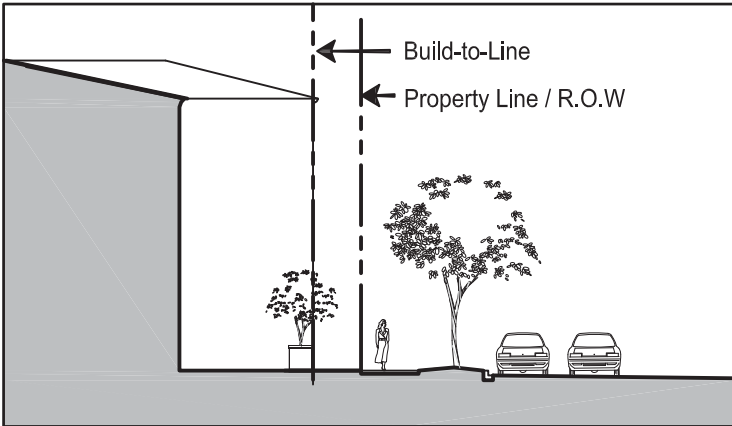
12. ACCESSORY UNITS

- a. Accessory Units are allowed for the Single-Family House - Street Access Building Type. See Section 8.P for Accessory Unit Building Type Standards.

9.E FORECOURT



Illustrative Photo: Residential Entry Court



Standards Diagram Section - Greenbelt

1. DESCRIPTION

The Forecourt Frontage Type is appropriate for either residential or commercial Districts and Building Types. This Frontage includes a small court space that is setback while the majority of the building is placed at or near the frontage line. The Forecourt may be used as an entry court and shared garden space for residential uses, or as additional shopping or restaurant seating areas within commercial districts. This type should be used sparingly along a block frontage.

2. APPLICABLE DISTRICTS

- a. Village Mixed-Use (BMS-VMU) (3.B)
- b. Neighborhood Collector (BMS-NC) (3.C)
- c. Neighborhood General (BMS-NG) (3.D)
- d. Neighborhood Edge (BMS-NE) (3.E)

3. APPLICABLE BUILDING TYPES

- a. All Building Types (Section 8)

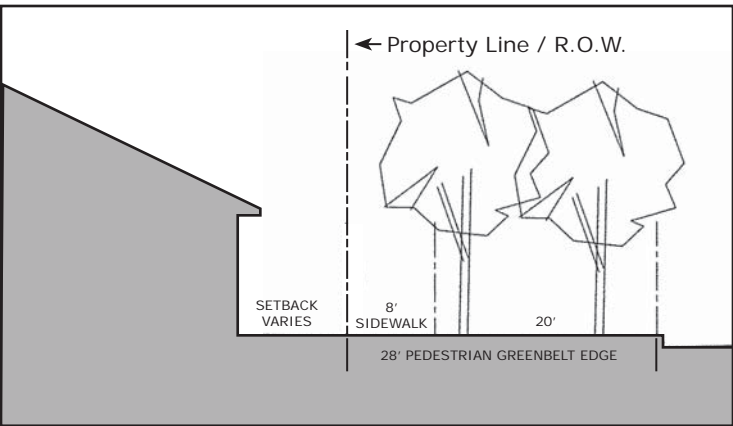
4. STANDARDS

- a. Placement: Court space shall front onto a street. The proportions and solar orientation should be carefully considered for user comfort.
- b. Windows and Doors: Entrances are at sidewalk grade.
- c. Elements: A small wall, hedge or fence shall be placed along the frontage line where it is not defined by a building; see Fencing Standards, section 13.A.
- d. Large trees placed in the Forecourt may overhang the sidewalks.

9.F GREENBELT



Illustrative Photo: Row Houses on Greenbelt



Standards Diagram Section - Greenbelt

1. DESCRIPTION

The Greenbelt Frontage Type is located per the Regulating Plan for Civic Spaces (5.B) primarily along Collector streets and serve as a "green connection" and trail network to amenities throughout the community. This Frontage Type serves as a buffer from the Collector Streets.

2. APPLICABLE DISTRICTS

- a. Neighborhood Collector (BMS-NC) (3.C)
- b. Neighborhood General (BMS-NG) (3.D)

3. APPLICABLE BUILDING TYPES

- a. All Building Types allowed in District (Section 8)

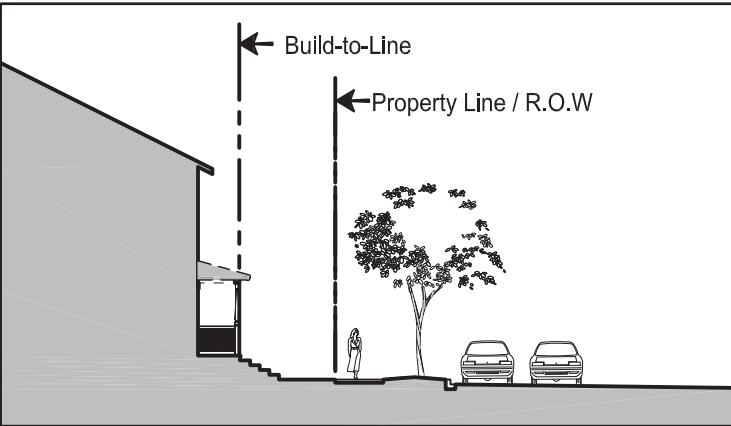
4. STANDARDS

- a. Placement: The Greenbelt frontage creates a deep landscaped setback from the street. Buildings fronting on the greenbelt may have any of the allowable frontages for the Building Type (i.e. Porch, Stoop, etc.)
- b. Windows and Doors: Entrances may be at or above sidewalk grade.
- c. Elements: Frontage onto Greenbelt may be undefined or defined by fence or hedge.
- d. A 8 ft. min. sidewalk located along the property line will provide the public access for adjacent buildings.
- e. When a Primary Trail is co-located within a Greenbelt, the Trail shall take on the development standards of the Greenbelt and no additional sidewalk is required.
- f. The Greenbelt shall be a minimum of 28 ft. deep along building residential Frontages.
- g. See Section 5.H for additional Greenbelt standards.

9.G PORCH



Illustrative Photo: Single-Family Front Porches



Standards Diagram Section - Porch

1. DESCRIPTION

The Porch Frontage Type is appropriate for all residential Districts and Building Types. This Frontage includes a covered roof area enclosing an outdoor room deep enough for seating. The Porch provides a transition between public and private space and creates opportunity for interaction between neighbors.

2. APPLICABLE DISTRICTS

- a. Village Mixed-Use - Residential only (BMS-VMU) (3.B)
- b. Neighborhood Collector (BMS-NC) (3.C)
- c. Neighborhood General (BMS-NG) (3.D)
- d. Neighborhood Edge (BMS-NE) (3.E)

3. APPLICABLE BUILDING TYPES

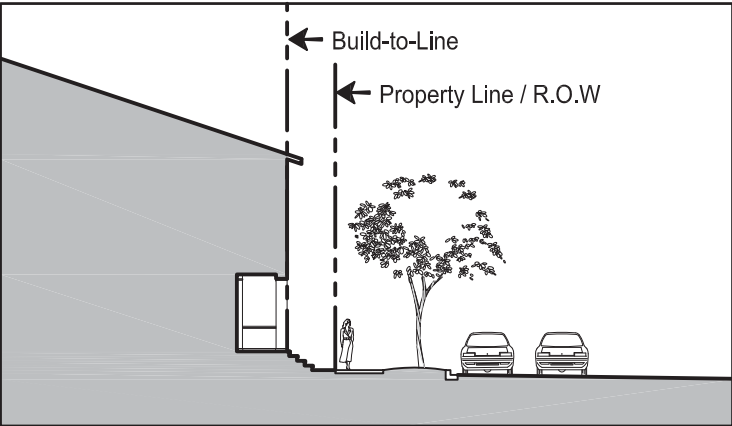
- a. All Residential Building Types (8.F-8.O)

4. STANDARDS

- a. Placement: Building front shall be placed back far enough to allow for a Porch and stair, if required. Stair may encroach into required setback.
- b. Windows and Doors: Entrances may be at or above sidewalk grade.
- c. Elements: Porch shall be no less than 6 ft. deep to allow for usable seating area. However, the Porch may be reduced to a depth of 4.5 ft. to meet house architectural style requirements. Upper floor decks are permitted above the Porch.



Illustrative Photo: Row House Stoop Frontages



Standards Diagram Section - Stoop

1. DESCRIPTION

The Stoop Frontage Type is appropriate for Districts and Building Types that contain higher density housing where the ground floor residential use is close to the frontage line and raised from the street for privacy. This Frontage includes an exterior stair and landing and may be covered.

2. APPLICABLE DISTRICTS

- a. Village Mixed-Use - Residential only (BMS-VMU) (3.B)
- b. Neighborhood Collector (BMS-NC) (3.C)
- c. Neighborhood General (BMS-NG) (3.D)
- d. Neighborhood Edge (BMS-NE) (3.E)

3. APPLICABLE BUILDING TYPES

- a. All Multi-Family Building Types (8.F-8.M)
- b. Single-Family Homes, if appropriate for style (8.N-8.O)

4. STANDARDS

- a. Placement: Building facade may be setback the depth of the entry stair from the sidewalk. Stair may encroach into required setback.
- b. Windows and Doors: Entrances are raised 2 ft.-5 ft. above sidewalk grade.
- c. Elements: The Stoop may include a covered roof, awning, or door may be inset within the building front.

STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: Z2014-100

PREPARED BY: RICK SIMON
MEETING DATE: FEBRUARY 26, 2014

GENERAL INFORMATION:

APPLICANT: VSI DEVELOPMENT, LLC

REQUEST: TEXT AMENDMENTS TO THE LAND USE & DEVELOPMENT REGULATIONS FOR THE BADGER MOUNTAIN SOUTH MASTER PLANNED COMMUNITY.

LOCATION: BADGER MOUNTAIN SOUTH, GENERALLY LOCATED SOUTH OF BADGER MOUNTAIN, EAST OF DALLAS ROAD AND NORTH OF REATA ROAD.

REASON FOR REQUEST

The owners of the Badger Mountain South master planned community are desirous of making several minor amendments to the previously adopted Land Use and Development Regulations (LUDR) that are specific to the Badger Mountain South master planned community and are used in place of the City's standard development regulations.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the proposed zoning amendments to the Badger Mountain South Land Use and Development Regulations (Z2014-100) and submits that:

- 1) The City adopted the Badger Mountain Subarea Plan on September 7, 2010, which includes a detailed master planned community known as "Badger Mountain South".
- 2) The Badger Mountain South master plan includes a finer level of detail than other City planning documents. To fully implement the plan, a more detailed development regulation was needed. Nor Am Investment drafted the Land Use and Development Regulation (LUDR) which was adopted by the City to fully implement the Badger Mountain South master plan.
- 3) The purpose of the LUDR is to:
 - a) Establish neighborhoods with a range of housing styles and types to accommodate a population of diverse ages and incomes;
 - b) Promote health benefits of a walkable, pedestrian environment;
 - c) Establish mixed-use neighborhoods where daily activities can occur within walking distance of most homes;
 - d) Reduce traffic and congestion by creating a traditional neighborhood development street grid;
 - e) Improve the character and quality of the built environment;
 - f) Promote building and landscape design that conserve energy, water and other resources;
 - g) Promote lot and block orientation that accommodates passive solar capture; and

- h) Conserve areas for parks, trails and open spaces by established a connected open space network.
- 4) The LUDR was adopted in December of 2010, was amended in 2012 and has been used to regulate the first development constructed within the Badger Mountain South community, a subdivision of 156 lots, known as West Vineyards.
- 5) Further review of the LUDR has revealed that there are a number of minor corrections, clarifications and improvements that constitute desirable improvements to the LUDR.
- 6) The proposed amendments do not impact the overall intent or purpose of the LUDR. Rather they provide some clarifications, corrections and improvements to the LUDR document.
- 7) Based on the above findings and conclusions, adoption of the adoption of the proposed LUDR would be in the best interest of the community of Richland.

RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in Staff Report (Z2014-100) and recommend to the City Council adoption of the proposed amendments to the Badger Mountain South Land Use & Development Regulations.

ATTACHMENTS

- A. Supplemental Information
- B. Correspondence from Applicant, dated 12/30/13
- C. Petition for Zoning Text Amendment
- D. Proposed LUDR Text Amendments
- E. Proposed Amendments to LUDR Maps and Illustrations

SUPPLEMENTAL INFORMATION

BACKGROUND

The Badger Mountain Subarea Plan was officially adopted by City Council on September 7, 2010. A major part of this subarea plan included the master planned community of Badger Mountain South. The development of a master planned community of this scale, nearly 1,500 acres, is unique to the City of Richland. At completion, with 5,000 dwelling units anticipated, it would be more than double the size of the Horn Rapids community. Given the very detailed master planning that the property owner, Nor Am Investment, has completed for this area, and their specific goals for sustainable development, the City's standard zoning regulations were deemed insufficient to implement this master plan. Consequently, Nor Am proposed and the City adopted an alternative and more highly detailed development regulation to fully implement the plan for this master planned community. This document is referred to the "Land Use Development Regulation" (LUDR).

The LUDR was drafted to implement the very specific vision contained in the Badger Mountain South master plan. In many areas, the LUDR includes standards that are not addressed in the City's standard development regulations.

The first chapter of the LUDR addresses the administration of the code. From a process standpoint, applications to develop within Badger Mountain South are handled the same as under the City's standard development regulations. Subdivisions and binding site plan applications are brought forward to the Planning Commission for review through the public hearing process. Site plan review applications undergo Planning Commission review for any project that contains 7 or more multi-family residential units.

The LUDR adds an additional step to the review process. All projects, regardless of whether they require public hearing and review by the Planning Commission or whether they are reviewed administratively require a "Master Agreement Consistency Letter". This letter is a certification by the City that the project conforms to the standards and provisions of the LUDR and requires that the City evaluate each project for conformance to the land use, urban form, civic space, streets, blocks, building types, building frontage, landscape, sustainability and site improvement standards that are contained in the LUDR.

The LUDR has been in place since December of 2010 and has been used to guide the development of the first project within the Badger Mountain South community which is West Vineyards, a 156 lot subdivision.

DESCRIPTION

There are amendments proposed to 42 sections of LUDR, which are detailed in the attached exhibits. Some of the amendments are simply corrections of oversights made in the drafting of the original document that have not become apparent until now; others are clarifications of requirements that were not as clearly defined as they could have been. Still others would provide builders with greater flexibility in meeting a specific standard while still maintaining the overall purpose of the standard. Finally, in some cases, like outdoor lighting standards, the standards have been amended because the standard originally referenced in the LUDR has since been eliminated. The Commission had the opportunity to review the proposed amendments at its February 12th workshop.

ANALYSIS

The LUDR, adopted in 2010, is the City's first form based code. The LUDR places an emphasis on many smart growth planning principles. It encourages pedestrian activity through the integrated system of pedestrian and bicycle trails throughout the community; it will implement the plan to provide parks, shopping and schools within easy walking distance of every residence; it calls for narrow streets and small lots to slow vehicular traffic and make more efficient use of land; its' overall design encourages public transit; it includes provisions for mixed-use development and standards for building form, design and landscaping; and requires the use of energy conservation measures in the development of new buildings. Many of these standards are not even addressed at all in City Code, so the complexity of the LUDR far exceeds that of the City's standard development regulations. Therefore, it comes as no surprise that minor amendments to the LUDR are necessary. There will very likely be more amendments needed in the future, as the City gains experience in administering the LUDR and Nor Am Investment gains some experience in developing under its provisions.

Staff's review indicates that the proposed amendment all fit within the category of minor clarifications and corrections. In our view all of the proposed amendments are consistent with and would continue to implement the Badger Mountain South Subarea Plan.

SUMMARY

The proposed amendments to the LUDR are in keeping with the purposes of the original LUDR document; they increase the clarity of the document, correct some minor errors and so should be approved.

December 30, 2013

Hand Delivered December 30, 2013

Mr. Rick Simon
Development Services Manager
City of Richland
P.O. Box 190
Richland, Washington 99352

RE: Our Client: Nor Am Investment LLC
Our File Number: 33266
Project: Badger Mountain South Master Planned Community
Subject matter: Amendment to Exhibit C, Land Use and Development
Regulations (LUDR), of the Master Agreement between the
City of Richland and Nor Am Investment LLC Regarding
the Community Known as Badger Mountain South

Dear Mr. Simon:

On behalf of Nor Am Investment LLC, I am requesting that Exhibit C, the Land Use and Development Regulations (LUDR) of the "Master Agreement between the City of Richland and Nor Am Investment LLC Regarding the Community Known as Badger Mountain South" ("Master Agreement") be amended.

Since the original adoption of the Master Agreement on December 7, 2010, we have requested and received approval for one previous Exhibit C amendment. The amendment before you with this request is the result of the further review and application of the LUDR to real market conditions, and to the actual topographic conditions found within the 1,500 acres of the Badger Mountain South community. This amendment clarifies some ambiguities, and corrects editing errors and provisions that just don't work without modification.

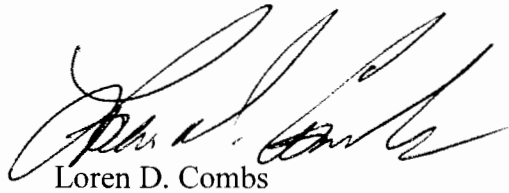
Mr. Rick Simon
December 30, 2013
Page Two

You will find attached to this letter the completed "Petition for Zoning Ordinance Text Amendment" application, a check for the application filing fee of \$625, and a 22-page summary of the text and illustrations proposed for amendment; this latter document also includes the rationale for the requested amendment.

I anticipate over the course of the 20-years that the Master Agreement will be in effect, there will be a need for many amendments. In this application and any of those that follow, I believe that the amendments proposed will continue to foster the growth and development of this area of south Richland within the context of creating a walkable community with high regards to energy efficiency and sustainability.

We look forward to working with you and your staff on the review of this application, and to the public process and review with the Richland Planning Commission and Richland City Council.

Sincerely,



Loren D. Combs

LDC:dck

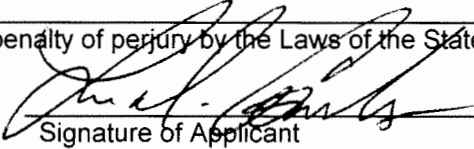
cc: Mr. Dave Bond, Superintendent, Kennewick School District
Nor Am Investment LLC

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

Petition for Zoning Ordinance Text Amendment

Application is hereby made to the Richland Planning Commission for a Zoning Ordinance Text Amendment pursuant to Section 23.82.180 of the Richland Municipal Code.

The following required information must be furnished and filing fee paid before the Secretary of the Physical Planning Commission will accept this application.

APPLICANT INFORMATION			
Applicant's Name: VSI Development LLC , Mr. Loren D. Combs, on behalf of Nor Am Investment LLC			
Applicant's Address: 3600 Port of Tacoma Road, Suite 311			
City: Tacoma	State: WA	Zip: 98424	
Phone: 253.922.5464	Fax: 253.922.5848	Other:	
Section(s) for which amendment(s) is/are proposed: <i>Ex. C, Land Use and Development Regulations (LUDR) to the "Master Agreement between the City of Richland and Nor Am Investment LLC Regarding the Community Known as Badger Mountain South"</i>			
State exactly how you feel the section(s) should read, incorporating your amendment(s): <i>Please see attached Summary of Proposed LUDR revisions</i>			
State your reason for requesting the zoning ordinance text amendment(s): <i>Please see attached Summary of Proposed LUDR revisions, including rationale for the requested amendment.</i>			
The information provided is "said to be true under penalty of perjury by the Laws of the State of Washington."			
 Signature of Applicant			
For Office Use:			
Petition accepted for filing _____			
Signature _____		Title _____	

LUDR Section	Current LUDR Text	Proposed LUDR Revision and Rationale NB: Deleted text shown as strikeout and new text shown <u>underlined</u> .
Note 21:	<p><i>(Places of Worship):</i></p> <p>21. Only on corner lots of two Collector Streets; maximum lot size of 2.5 acres.</p>	<p><i>(Places of Worship):</i></p> <p>21. Only on corner lots of two Collector Streets; maximum lot size of 2.5 <u>6</u> acres.</p> <ul style="list-style-type: none"> This text amendment applies only to “places of worship” and is proposed because contemporary places of worship are typically on parcels not less than 5 acres in size.
2.D	<p><i>Building Type Table</i></p> <p><u>New Text</u></p>	<p><i>Building Type Table</i></p> <p>Add <u>“X”</u> to the BMS-NC column, 11.A. Single-Family House – Alley Access Garage</p> <ul style="list-style-type: none"> See rationale which follows immediately below.
3.C.4	<p><i>BMS – Neighborhood Collector District</i></p> <p><i>1. Neighborhood Collector Intent (2nd paragraph)</i></p> <p><i>The Neighborhood Collector District is primarily a Multi-family residential area that provides a wide variety of medium density housing. Mixed-use and Live/Work Buildings in this District provide the flexibility for these areas to accommodate neighborhood-scale commercial uses that respond to the evolving needs of the community as it grows. Stand-alone, smaller-scale Neighborhood Goods and Services Buildings that serve the needs of the residents, such as churches and daycares, are encouraged in this District.</i></p> <p><i>4. Parking</i></p> <p><i>c. Minimum Parking Requirements</i></p> <p><i>(3) Residential Parking Requirements:</i></p> <p><i>ii. 1 space per 2 units is required for Affordable or Senior Housing units.</i></p>	<p><i>BMS – Neighborhood Collector District</i></p> <p><i>1. Neighborhood Collector Intent (2nd paragraph)</i></p> <p><i>The Neighborhood Collector District is primarily a Multi-family residential area, <u>intermixed with areas of single-family, alley accessed houses</u>, that provides a wide variety of medium density housing. Mixed-use and Live/Work Buildings in this District provide the flexibility for these areas to accommodate neighborhood-scale commercial uses that respond to the evolving needs of the community as it grows. Stand-alone, smaller-scale Neighborhood Goods and Services Buildings that serve the needs of the residents, such as churches and daycares, are encouraged in this District.</i></p> <ul style="list-style-type: none"> This amendment increases the flexibility to intermix residential Building Types. This flexibility is required as the project builds out because at this time, the market is not responsive to Townhome/Row House developments. As the Badger Mountain South concept of mixed-use, walkable neighborhoods becomes better understood, it is expected that different Building Types will become more desirable to the builder/buyer. <p><i>4. Parking</i></p> <p><i>c. Minimum Parking Requirements</i></p> <p><i>(3) Residential Parking Requirements</i></p> <p><i>ii. <u>Minimum</u> 1 space per 2 units is required <u>provided</u> for Affordable or Senior Housing units.</i></p>

LUDR Section	Current LUDR Text	Proposed LUDR Revision and Rationale NB: Deleted text shown as strikeout and new text shown <u>underlined</u> .
	<p><i>d. Miscellaneous:</i> (1) See Section 13.D for Common Parking Standards.</p>	<ul style="list-style-type: none"> The intent of this amendment is to encourage the development of affordable and/or senior housing by reducing development costs. <p><i>d. Miscellaneous:</i> (1) <u>For multi-family and commercial development, see</u> See Section 13.D for Common Parking Standards.</p> <ul style="list-style-type: none"> Section 13.D includes Standards only applicable to commercial and multi-family development.
3.D.4	<p><i>BMS – Neighborhood General District</i> 4. Parking <i>c. Parking Requirements:</i> (2) Maximum 2 car garage door frontage.</p> <p><i>d. Miscellaneous:</i> (1) See Section 13.D for Common Parking Standards.</p>	<p><i>BMS – Neighborhood General District</i> 4. Parking <i>c. Parking Requirements:</i> (2) Maximum 2 car garage door frontage <u>on front load lots. On alley access lots, and front load lots developed with side-yard garage, 3 car garage door frontages are permitted.</u></p> <ul style="list-style-type: none"> The LUDR intent is to minimize the garage door dominance from the street by limiting a front-load house to a 2 car garage. However this issue is not present either where alley-load lots exist or where the house has a side-yard or side-loaded garage. In these instances the garage doors do not dominate the street view and 3 car garages can be permitted. <p><i>d. Miscellaneous:</i> <u>For multi-family and commercial development, see</u> Section 13.D for Common Parking Standards.</p> <ul style="list-style-type: none"> Section 13.D includes Standards only applicable to commercial and multi-family development.
3.E.3	<p><i>BMS – Neighborhood Edge District</i> 3. Building Profile and Type <i>b. Allowed Building Types</i> Refer to Section 8 for Building Type definitions and standards. (1) Single-Family – Alley Access (8.N) (2) Single-Family – Street Access (8.O) (3) Accessory Unit (8.P)</p>	<p><i>BMS – Neighborhood Edge District</i> 3. Building Profile and Type <i>b. Allowed Building Types</i> Refer to Section 8 for Building Type definitions and standards. (1) Single-Family – Alley Access (8.N) (2) Single-Family – Street Access (8.O) (3) Accessory Unit (8.P)</p> <p><u>An Accessory Storage Structure is allowed on lots .25 acre or greater if the following conditions are met:</u></p>

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		<p><u>(1) The maximum size, per floor, of the Accessory Storage Structure shall be less than 60% of the square foot footprint of the corresponding floor of the principal structure;</u> <u>(2) The design and massing of the Accessory Storage Structure shall be compatible with the principal structure;</u> <u>(3) The maximum width of the Accessory Storage Structure shall be no greater than the width of the principal structure;</u> <u>(4) Maximum number of stories permitted is 2, but in all cases not taller than the principal structure;</u> <u>(5) The Accessory Storage Structure is located in the rear yard and meets all side yard setback requirements.</u></p> <ul style="list-style-type: none"> The Neighborhood Edge District is the smallest BMS district by acreage yet it can contain lots that are in excess of 1 acre in size. On these larger lots an <u>Accessory Storage Structure</u> (new definition follows in the amendments to Section 14) can be allowed when it retains the scale and the stylistic compatibility of the principal structure.
3.E.4	<p><i>BMS – Neighborhood Edge District</i> 4. Parking</p> <p><i>d. Miscellaneous:</i> (1) See Section 13.D for Common Parking Standards. (2) parking and aisle dimensions per City of Richland standards – see RMC 23.54</p>	<p><i>BMS – Neighborhood Edge District</i> 4. Parking</p> <p><i>d. Miscellaneous:</i> (1)See Section 13.D for Common Parking Standards. (2) parking and aisle dimensions per City of Richland standards – see RMC 23.54</p> <ul style="list-style-type: none"> These miscellaneous standards apply to commercial structures and are not applicable in this district where only residential structures are permitted.
5.B	<i>Illustrative Plan for Civic Space Layout</i>	<p><u>Amend Illustration</u> (southern portion of the development; <u>see Exhibit 1 attached</u>)</p> <ul style="list-style-type: none"> Error in existing Illustration; Illustration indicates a particular development standard for a specific use, i.e., “Neighborhood Storage Area”, rather than showing location for Greenbelt.
5.C	<i>Greenway Parks</i> <i>e. Additional Required Amenities</i>	<i>Greenway Parks</i> <i>e. Additional Required Amenities</i>
5.C.3	(7) Dog park minimum 1.5 acres with perimeter fencing, (2) shade structures, and access to water (potable or irrigation).	(7) Dog park minimum 1.5 acres with perimeter fencing, (2) <u>(1)</u> shade structures, and access to water (potable or <u>and</u> irrigation).
5.C.4	(10) Dog park minimum 1.5 acres with perimeter fencing, (2)	(10) Dog park minimum 1.5 acres with perimeter fencing, (2) <u>(1)</u> shade structures, and access to water (potable or <u>and</u>

LUDR Section	Current LUDR Text	Proposed LUDR Revision and Rationale NB: Deleted text shown as strikeout and new text shown <u>underlined</u> .
	<i>shade structures, and access to water (potable or irrigation).</i>	<i>irrigation).</i> <ul style="list-style-type: none"> The amendment adds a requirement for year-round access to water for dog parks and reduces the number of required shelters in order to match the standard used for Local Parks less than 3 acres in size (see clarifying text below).
5.D.1	<p><i>Local Parks</i></p> <p><i>1. Description – Local Parks</i></p> <p><i>d. Standards</i></p> <p><i>(7) Shade structures.</i></p> <p><i>e. Additional Required Amenities</i></p> <p><i>(1) Each Local Park less than 3 acres will contain at least (3) three of the following additional amenities:</i></p> <p><i>i. Picnic area(s) with table/benches</i></p> <p><i>ii. Playground with (one) Age 3-8 play structure and (one) Age 9-12 play structure.</i></p> <p><i>iii. Fenced community garden</i></p> <p><i>iv. Open play field</i></p> <p><i>v. half-court basketball</i></p>	<p><i>Local Park</i></p> <p><i>1. Description – Local Parks</i></p> <p><i>d. Standards</i></p> <p><i>(7) Shade structures. <u>Local Parks less than 3 acres in size shall include one shade structure; Local Parks 3 acres and larger shall include 2 (two) shade structures.</u></i></p> <ul style="list-style-type: none"> Clarifies the LUDR requirements for numbers of shade structures required, based on park size. <p><i>e. Additional Required Amenities</i></p> <p><i>(1) Each Local Park less than 3 acres will contain at least (3) three of the following additional amenities:</i></p> <p><i>i. Picnic area(s) with table/benches</i></p> <p><i>ii. Playground with (one) Age 3-8 play structure and (one) Age 9-12 play structure <u>2 (two) multi-age structures/equipment. (Counts as meeting two additional amenities.)</u></i></p> <p><i>iii. Fenced community garden</i></p> <p><i>iv. Open play field</i></p> <p><i>v. half-court basketball <u>Sport court</u></i></p> <p><i>vi. <u>Or equivalent amenity.</u></i></p> <ul style="list-style-type: none"> The intent of the LUDR is to have parks with playground equipment that meets a variety of age-abilities. The new language favors the installation of broad age-range play equipment (by now counting this option as meeting two of the requirements) and expands the ways to meet the standard by including “sport court” and by allowing the installation of an “equivalent amenity”. The City’s Development Services Manager would determine that any proposed amenity is “equivalent.”

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5.F.d	<p><i>Village Green</i></p> <p><i>1. Description – Village Green</i></p> <p><i>d. Standards</i></p> <p><i>(1) Bordered by streets on all sides.</i></p>	<p><i>Village Green</i></p> <p><i>1. Description – Village Green</i></p> <p><i>d. Standards</i></p> <p><i>(1) <u>May be</u> bordered by streets on <u>one or more</u> all sides.</i></p> <ul style="list-style-type: none"> Increases the siting and design flexibility for the future Village Green.
5.G	<p><i>Block Parks</i></p> <p><i>1. Description – Block Parks</i></p> <p><i>a. Definition.</i></p> <p><i>A small open space intended to provide both structured and passive play areas. The landscaping may include lawn areas with formal or informal tree and shrub plantings. Hardscape areas with seating and a pedestrian path system should also be included. See Section 7.D for Block Open Space standards.</i></p> <p><i>d. Standards</i></p> <p><i>(1) Landscape and irrigation will be based on Landscape Guiding Principles, Section 11.B.</i></p> <p><i>(2) Landscape materials to be selected from 11.F Drought Tolerant and Native/Naturalized Plant List and/or 11.G Refined Plant List.</i></p> <p><i>(3) Lawn areas, ornamental tree(s) and shrub planting beds.</i></p> <p><i>(4) One tree for each 2,500 square feet of Block Park.</i></p> <p><i>(5) See Section 13.C for Site Improvement Standards for:</i></p> <p><i>i. Pedestrian-scale lighting</i></p> <p><i>ii. Minimum (1) Benches and/or removable seating</i></p> <p><i>iii. Tables</i></p> <p><i>iv. Trash/recycling receptacles</i></p>	<p><i>Block Parks</i></p> <p><i>1. Description – Block Parks</i></p> <p><i>a. Definition.</i></p> <p><i>A small open space intended to provide both structured and/or passive play areas <u>and/or areas for quiet reflection</u>. The landscaping may include lawn areas with formal or informal tree and shrub plantings. Hardscape areas with seating and a pedestrian path system should also be included. See Section 7.D for Block Open Space standards.</i></p> <ul style="list-style-type: none"> New text added which clarifies the intent that Block Parks are both areas for play as well as areas for “quiet reflection” i.e., non-play-specific places. <p><i>d. Standards</i></p> <p><i>(1) Landscape and irrigation will be based on Landscape Guiding Principles, Section 11.B.</i></p> <p><i>(2) Landscape materials to be selected from 11.F Drought Tolerant and Native/Naturalized Plant List and/or 11.G Refined Plant List.</i></p> <p><i>(3) Lawn areas, ornamental tree(s) and <u>a minimum of one shrub planting beds area with one shrub for each 250 square feet of Block Park.</u></i></p> <p><i>(4) One tree for each 2,500 square feet of Block Park.</i></p> <p><i>(5) <u>All Block Parks must also contain the following elements which conform to</u> See Section 13.C for Site Improvement Standards for:</i></p> <p><i>i. Pedestrian-scale lighting</i></p> <p><i>ii. Minimum (1) Benches and/or removable seating</i></p> <p><i>iii. Tables</i></p> <p><i>iv. Trash/recycling receptacles</i></p> <ul style="list-style-type: none"> This language clarifies the landscape requirements and eliminates the requirement for tables and trash receptacles in small Block Parks. The small Block Park is meant to be a place for adjacent neighbors to gather; eliminating the trash

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5.G	<p><i>e. Additional Required Amenities:</i> <i>Each Block Park will contain at least (2) two of the following additional amenities:</i></p> <ul style="list-style-type: none"> <i>(1) Specialty paved surfaces</i> <i>(2) Soft Surface playground with (one) play structure</i> <i>(3) Picnic table and chairs</i> <i>(4) Open play field (1-acre parks only)</i> <i>(5) Basketball court</i> <i>(6) Pea patch gardens</i> 	<p>receptacle reduces the likelihood of trash dumping by those outside the neighborhood. The new text also eliminates the requirement for “tables” but retains “picnic table” (in 5.G.e shown below) as an optional amenity.</p> <p><i>e. Additional Required Amenities:</i> <i>Each Block Park, <u>except those located within three blocks of a Local Park or a City Park</u>, will contain at least (2) two of the following additional amenities:</i></p> <ul style="list-style-type: none"> <i>(1) Specialty paved surfaces</i> <i>(2) Soft Surface playground with (one) play structure</i> <i>(3) Picnic table and chairs</i> <i>(4) Open play field (1-acre parks only)</i> <i>(5) Basketball court <u>Sport court</u></i> <i>(6) Pea patch gardens</i> <i>(7) <u>Other equivalent amenity</u></i> <ul style="list-style-type: none"> • An open play field is a desired amenity within any size Block Park as it fosters imaginative play. Benches and picnic tables are amenities better suited to a Block Park than are “chairs”. On the other hand, a “sport court” is better suited as an amenity within a smaller Block Park play area than a basketball court. Further, to encourage creativity in the design of Block Parks new text is added allowing an “equivalent amenity”. • The overall goal of this amendment is to add more emphasis for building out Local Parks and including more amenities within those community gathering places, while retaining the Block Park as an amenity for the adjacent or immediate neighbors.
5.H	<p><i>Greenbelts</i> <i>1. Description – Greenbelts</i></p> <p><i>c. Size</i></p> <ul style="list-style-type: none"> <i>(1) Building Frontage Greenbelt: 30 ft. minimum width</i> <i>(2) Greenbelt Medians: 60 ft. minimum width</i> <i>(3) All other locations: 25 ft. minimum width</i> 	<p><i>Greenbelts</i> <i>1. Description – Greenbelts</i></p> <p><i>c. Size</i></p> <ul style="list-style-type: none"> <i>(1) Building Frontage Greenbelt: 30 <u>28</u> ft. minimum width</i> <i>(2) Greenbelt Medians: 60 ft. minimum width</i> <i>(3) All other locations: 25 ft. minimum width</i> <ul style="list-style-type: none"> • Most Greenbelts front onto residences. Rather than constructing both a sidewalk and a trail within a 30’ width, the new standard will include a wider sidewalk at the property line, previously 5 ft now to 8 ft. (a 60% increase), and a 20 ft. wide tree lawn separating the pedestrian from adjacent vehicles. • This revision will promote a visually cleaner, tree-dominated and more elegant streetscape and less confusion over

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5.H	<p><i>d. Standards</i></p> <p><i>(8) Where buildings front onto a Greenbelt, a 5 ft. min. sidewalk located along the property line will be provided per Greenbelt Frontage Type 9.F.</i></p> <p><i>(9) See Section 13.C for Site Improvement standards for:</i></p> <p><i>i. Pedestrian-scale lighting (Primary Trails only)</i></p> <p><i>ii. Benches – (1) one minimum every ¼ mile</i></p> <p><i>iii. Tables</i></p> <p><i>iv. Trash and recycle receptacles</i></p> <p> </p> <p><i>e. Additional Required Amenities:</i> <i>Each Greenbelt will contain at least (2) two of the following additional amenities every 1 mile:</i></p> <p><i>(1) Mile marker indication element</i></p> <p><i>(2) Public art, per Section 13.C.10</i></p> <p><i>(3) Covered shelter</i></p> <p><i>(4) Tables and benches</i></p>	<p>maintenance of two public access ways.</p> <ul style="list-style-type: none"> Note that no sidewalk is required when fronting non-residential uses but in those cases, the provisions of the LUDR for Trails apply (see LUDR section 5.L). <p><i>d. Standards</i></p> <p><i>(8) Where buildings front onto a Greenbelt, <u>an 5 8 ft. min. sidewalk located along the property line will be provided per Greenbelt Frontage Type 9.F.</u></i></p> <p><i>(9) <u>All Greenbelts, except where the Greenbelt abuts residential use properties, must also contain the following elements which conform to</u> See Section 13.C for Site Improvement Standards for:</i></p> <p><i>i. Pedestrian-scale lighting, <u>unless adequate lighting is provided by street lighting from the adjacent Right of Way</u> (Primary Trails only)</i></p> <p><i>ii. Benches – (1) one minimum every ¼ ½ mile</i></p> <p><i>iii. Tables</i></p> <p><i>iii. iv. Trash and recycle receptacles <u>One trash and one recycling receptacle (may be a single unit with segregated elements) every mile, or located as required to facilitate servicing.</u></i></p> <ul style="list-style-type: none"> Clarifies the intent of the requirement by matching the Frontage Type description. Sites benches and trash containers strategically and reduces excess numbers. Allows for lighting provided by adjacent street lighting to be considered as meeting the pedestrian lighting requirements. Matches standard from Section 13.C.6.c. <p><i>e. Additional Required Amenities:</i> <i>Each Greenbelt will contain at least (2) two of the following additional amenities every 1 mile:</i></p> <p><i>(1) Mile marker indication element</i></p> <p><i>(2) Public art, per Section 13.C.10</i></p> <p><i>(3) Covered shelter</i></p> <p><i>(4) Tables and benches</i></p> <ul style="list-style-type: none"> Removes “covered shelter” and “tables and benches” as amenities not conducive to be sited in front of a single-family residence. “Benches” however are still required every ½ mile within a Greenbelt that does not front onto a residential use.

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5.J	<p><i>Trails Introduction</i></p> <p><i>The Illustrative Plan for Trail Layout and Trail Types identifies the location of the proposed trail system in Badger Mountain South. Four types of trails will be built within the community – Urban Trails located within the commercial centers; paved Primary and City primary Trails for multi-use; soft surface Secondary trails for walking and jogging; and an Equestrian Trail connection located at the eastern edge of the community that will link to an existing equestrian trail. There will be approximately 20 miles of trails of all types when the trail system is complete.</i></p> <p><i>NEW TEXT</i></p>	<p><i>Trails Introduction</i></p> <p><i>The Illustrative Plan for Trail Layout and Trail Types identifies the location of the proposed trail system in Badger Mountain South. Four types of trails will be built within the community – Urban Trails located within the commercial centers; paved Primary and City primary Trails for multi-use; soft surface Secondary Trails for walking and jogging; and an Equestrian Trail connection located at the eastern edge of the community that will link to an existing equestrian trail. There will be approximately 20 miles of trails of all types when the trail system is complete.</i></p> <p><u><i>Two Trail Types are located in the Greenway Parks; City Primary Trails and Secondary Trails. These trails are intended to be the cross-community trail system that links all neighborhoods within Badger Mountain South. The City Primary Trail meanders within the Greenway Parks, sometimes near the adjoining streets, but primarily away from the streets and within the Greenway Park itself. Secondary Trails act as connector trails which link one side of the Greenway Park to the other or to the City Primary Trail.</i></u></p> <ul style="list-style-type: none"> • New text is added to the Trails Introduction to further clarify the function and siting of trails within the three large Greenway Parks.
5.K	<i>Illustrative Plan for Trail Layout and Trail Types</i>	<p><i>Illustrative Plan for Trail Layout and Trail Types</i></p> <p>See Exhibit 2 clarifies trails located within the large, Greenway Parks.</p>
5.L	<p><i>Trails</i></p> <p><i>1. Description - Urban Trails</i></p> <p><i>d. Standards</i></p> <p><i>(1) Various, paved surfaces</i></p> <p><i>(4) Provide appropriate lighting for after-dark use.</i></p>	<p><i>Trails</i></p> <p><i>1. Urban Trails</i></p> <p><i>d. Standards</i></p> <p><i>(1)) Various, <u>Principally concrete but other paved surfaces permitted based on overall site design.</u></i></p> <p><i>(4) Provide appropriate lighting for after-dark use <u>which may be provided by street lighting located in the adjacent Right of Way.</u></i></p> <ul style="list-style-type: none"> • Acknowledges that street lighting may be an acceptable way to keep adjacent trails lit when the trail is contiguous with the ROW.

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5.L	<p><i>Trails</i> <i>2.Primary Trails</i></p> <p><i>a. Definition – Primary Trails will serve as a multi-modal system throughout the community. They are intended to foster connectivity, encourage healthy activities, and provide transportation options.</i></p> <p><i>c. Size</i> <i>(2) City Primary Trails width: 12 ft. asphalt with 1 ft. gravel shoulder on both sides.</i></p> <p><i>d. Standards</i> <i>(2) Will serve as a multi-use bicycle and pedestrian trail.</i> <i>(3) Provide appropriate lighting for after-dark use.</i> <i>(4) Provide (1) 5-ft. composite plastic bench min. every ¼ mile, per Section 13.C.4.</i></p>	<p><i>Trails</i> <i>2.Primary Trails</i></p> <p><i>a. Definition – Primary Trails will serve as a multi-modal system throughout the community. They are intended to foster connectivity, encourage healthy activities, and provide transportation options. <u>When found adjacent to residential or other structures, the Primary Trail will be concrete and will also function as sidewalk in these areas.</u></i></p> <ul style="list-style-type: none"> Clarifying the intent of the Primary Trail to also function as a sidewalk and be constructed on concrete in certain conditions. <p><i>c. Size</i> <i>(2) City Primary Trails width: 12 ft asphalt with <u>1- 2 ft.</u> gravel shoulder on one side both sides.</i></p> <ul style="list-style-type: none"> Total width remains the same but the gravel portion of the trail is combined for a wider gravel shoulder. This provides a more stable running surface than 1 ft. wide shoulder and is easier to maintain than two 1 ft. gravel shoulders. See illustrative amendment in Exhibit 3, attached. <p><i>d. Standards</i> <i>(2) Will serve as a multi-use bicycle and pedestrian trail</i> <i>(3) (2) Provide appropriate lighting for after-dark use</i> <u><i>which may be provided by street lighting located in the adjacent Right of Way.</i></u> <i>(4) (3) Provide (1) 5-ft. composite plastic bench min. every ¼ ½ mile, per Section 13.C.4, except where the Greenbelt abuts single-family residential properties.</i></p> <ul style="list-style-type: none"> Deletes item (2) as this is redundant with the intent statement and it is not a standard. New text acknowledges that street lighting may be an acceptable way to keep trails lit when they lie near street lighting. Revision clarifies goal to use recycled materials and eliminates potential conflicts with adjoining residential uses.

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6.A	<p>Introduction, 2nd paragraph</p> <p>Section 6 also introduces the concept of “edge types” which are the pedestrian and landscape elements within the right-of-way. An edge type will be one of three styles that vary based on the adjoining land use. Any street may have different edge types if the land uses on either side of the street are different or if one side of the street is an element of the identified trail system. The standards for each street and edge type are identified in Sections 6.C. through 6.F. Note that collector street sections may be increased when needed to manage higher traffic volumes. Internal site access ways are permitted subject to City review for adequate emergency and refuse collection access.</p> <p>Edge Type Legend</p> <p>■ Edge Type B: Trail in adjacent open space or property</p> <p>NEW TEXT</p>	<p>Introduction, 2nd paragraph</p> <p>Section 6 also introduces the concept of “edge types” which are the pedestrian and landscape elements within the right-of-way. An edge type will be one of three <u>four</u> styles that vary based on the adjoining land use. Any street may have different edge types if the land uses on either side of the street are different or if one side of the street is an element of the identified trail system. The standards for each street and edge type are identified in Sections 6.C. through 6.F.</p> <p>Note that collector street sections may be increased when needed to manage higher traffic volumes. Internal site access ways are permitted subject to City review for adequate emergency and refuse collection access.</p> <ul style="list-style-type: none"> A new edge type is being introduced with this LUDR amendment because as development progresses within Badger Mountain South, some existing LUDR requirements are either unclear or would be better revised to meet the original development intent. The new edge type, Edge Type D, would apply to both the 2-Lane Arterial Collector Street and the Collector Street when either street type abuts one of the large Greenway Parks. More discussion is found below. A new paragraph is introduced into the existing text for easier readability. <p>Edge Type Legend</p> <p>■ Edge Type B: Trail in adjacent open space or property <u>8 ft. non-meandering Trail adjacent to developed lot.</u></p> <ul style="list-style-type: none"> When Edge Type B is adjacent to developed lots, it is intended to be an 8 ft. concrete sidewalk, acting as the Trail, with an abutting 20 ft. tree lawn. This will result in a gracious and inviting edge to the neighborhood. <p>■ <u>Edge Type D: Greenway Park Edge</u></p> <ul style="list-style-type: none"> The new Edge Type clarifies what happens as the street edge that lies adjacent to one of the three Greenway Parks. It does two things: first, it is intended to create a different landscape character to these large areas of open space and second, it eliminates the sidewalk found in other edge types because people will be crossing the Greenway Parks by trails. By eliminating the sidewalk adjacent to the Greenway Park, (except on streets which cross the Greenway Parks) it will reduce future maintenance issues for the City as sidewalks here would not have an adjoining property owner to maintain them.

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6.B	<p><i>Regulating Plan for Streets</i></p> <p><i>NOTE: Local streets and alleys are for illustrative purposes only.</i></p>	<p><i>Regulating Plan for Streets</i></p> <p><i>Amend Illustration and related “Note.” See Exhibit 4, attached.</i></p> <p><i>NOTE: Local streets and alleys are for illustrative purposes only. <u>Street layouts and locations are shown for illustrative purposes and may differ from actual plat submittal so long as circulation relationships are maintained.</u></i></p> <ul style="list-style-type: none"> Fine tuning for street layouts comes at platting because then grades and lot layouts are clearly identified. However the overarching goal of providing connectivity within and to neighborhoods is maintained.
6.C 6.D 6.E 6.F 6.F.1	<i>Edge Type B in all Street Profiles</i>	<p><i>Edge Type B in all Street Profiles</i></p> <p><i>See Exhibits 5, 5.1 and 5.2</i></p> <ul style="list-style-type: none"> This amendment is needed for two reasons: (1) the Illustration now shown in the LUDR is incorrect as to ROW line and ROW widths; and (2) the Greenbelt Frontage Type is changing from a sidewalk and a trail within a 30 ft wide space to a 28 ft. wide space that has both a 20 ft. tree lawn and an 8 ft. wide sidewalk, acting as the Trail, when the Greenbelt fronts onto developed lots.
6.D 6.E	<p><i>2-lane Arterial Collector Street</i></p> <p><i>Collector Street</i></p> <p><i>NEW TEXT</i></p>	<p><i>2-lane Arterial Collector Street</i></p> <p><i>Collector Street</i></p> <p><i>New Edge Type D to be added; See Exhibits 5 and 5.1</i></p> <ul style="list-style-type: none"> Edge Type D will apply when the street abuts one of the three, large Greenway Parks. This new edge type will distinguish the street edge when it abuts houses or commercial uses (existing Edge Types A, B, or C) from the street edge when it is defining the edge of a Greenway Park. The Greenway Park street edge will not include sidewalks or street trees as found with the existing three edge types. It will include areas of significant landscape at street intersections and in other discrete areas that parallel the right-of-way. The landscape character will include principally evergreen trees, drought tolerant shrubs and grasses. In this way the Greenway Parks will establish a distinct identity from other areas of open space within Badger Mountain South. Connections through the Greenway Parks will be on City Primary Trails and on Secondary Trails, as well as on sidewalks on the crossing streets.

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7.C.4	<p><i>Alleys / Street Access</i></p> <p><i>e. Blocks with direct street access lots (i.e., without Alleys) are to be limited in use per the following criteria:</i></p> <p><i>(2) In order to maintain a pedestrian environment with limited interruptions from cars on at least one side of the street, no two blocks across a street may be street accessed except in the BMS-NE District.</i></p>	<p><i>Alleys / Street Access</i></p> <p><i>e. Blocks with direct street access lots (i.e., without Alleys) are to be limited in use per the following criteria:</i></p> <p><i>(2) In order to maintain a pedestrian environment with limited interruptions from cars on at least one side of the street, no two blocks across a street may be street accessed except in the BMS-NE District. <u>This standard shall not apply when one of the following conditions exist: when blocks are 325 ft. or less in length; or, when grade differences across blocks exceed 4 ft. Provided that on blocks that exceed 325 ft., no two parallel streets may abut blocks that have street-accessed lots on all block faces.</u></i></p> <ul style="list-style-type: none"> • New text will allow flexibility in designing subdivisions and better access to lots when (1) short blocks fit into the neighborhood layout and (2) topography makes lot access difficult in an alley lot configuration. For example, steeper slopes, compound slopes and slope direction can greatly impact access to individual lots, particularly when alleys are involved and slope conditions often exist for more than one block. New language will help to provide flexibility in circulation design using existing conditions as much as possible. • New text will also diversify the neighborhood character while meeting market demand. • Pedestrian access as a core principle will be maintained with the last condition.
7.C.4		
7.D.2	<p><i>Block Open Space Standards</i></p> <p><i>2. Block Open Space Dimensions</i></p> <p><i>a. Width: 50 ft. minimum*</i></p> <p><i>*Width is allowed to narrow to 15 ft. minimum to create a sense of enclosure from the street.</i></p>	<p><i>Block Open Space Standards</i></p> <p><i>2. Block Open Space Dimensions</i></p> <p><i>a. Width: 50 ft. minimum*</i></p> <p><i>*Width is allowed to narrow to 15 ft. minimum to create a sense of enclosure from the street <u>or to provide a linear Block Park experience.</u></i></p> <ul style="list-style-type: none"> • There may be instances when a Block Park is designed to be a narrow area suitable for landscaping and quiet contemplation.

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8.C	<i>Building Type Standards</i> <i>Common Design Standards for All Districts</i>	<i>Building Type Standards</i> <i>Common Design Standards for All <u>Commercial Districts and Projects</u></i> <ul style="list-style-type: none"> This added language to the title clarifies that the design standards found here are directed towards commercial projects and districts, not towards single family home construction.
8.I.4	<i>Row House</i> <i>4. Lot Size</i> <i>b. Depth: Minimum 70 ft. (with attached garage)</i> <i>Maximum 100 ft. (with detached garage)</i>	<i>Row House</i> <i>4. Lot Size</i> <i>b. Depth: Minimum 70 ft. (with attached garage)</i> <i>Maximum 100 ft. (with detached garage)</i> <ul style="list-style-type: none"> Designers for this Housing Type have identified that eliminating the “maximum depth” will increase the desirability to build this Building Type because the new standard adds flexibility for dealing with grades and alleys. This is critical when alley grades approach 5% or greater as is the case in many areas of Badger Mountain South.
8.K.4 8.K.4	<i>Mansion Apartment</i> <i>4. Lot Size</i> <i>b. Depth: Minimum 70 ft. (with attached garage)</i> <i>Maximum 100 ft. (with detached garage)</i>	<i>Mansion Apartment</i> <i>4. Lot Size</i> <i>b. Depth: Minimum 70 ft. (with attached garage)</i> <i>Maximum 100 ft. (with detached garage)</i> <ul style="list-style-type: none"> Similar to the Row House above, designers for this Housing Type have identified that eliminating the “maximum depth” will increase the desirability to build this Building Type. This is because flexibility in depth allows enough space for parking, open space and driveways.
8.L	<i>Paired House (Duplex)</i> <i>3. Streetscape</i> <i>a. In order to maintain the scale and context of a Single-family house, entries in multiple units shall use one Frontage Type.</i> <i>b. The use of corner lots for paired Houses is encouraged.</i> <i>Corner lots are ideally suited for the Building type providing for individual unit entries on both street frontages and</i>	<i>Paired House (Duplex)</i> <i>NOTE: Last photograph example in LUDR to be replaced by new image, see Exhibit 6.</i> <i>3. Streetscape</i> <i>a. In order to maintain the scale and context of a Single-family house, entries in multiple units shall use one Frontage Type.</i> <i>b. The use of corner lots for Paired Houses is encouraged. Corner lots are ideally suited for the Building type providing for individual unit entries on both street frontages and allowing this Multi-family housing type to blend more easily with adjacent Single-family houses.</i>

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8.L	<p><i>allowing this Multi-family housing type to blend more easily with adjacent Single-family houses. c.(new text)</i></p> <p><i>4. Lot Size a. Width: Minimum 50 ft., Maximum 70 ft.</i></p> <p><i>5. Access</i></p> <p><i>c. Garages and services shall be accessed from the rear Ally. This Type is not allowed on a lot without an Alley.</i></p> <p><i>d. Services, including utility access, above ground equipment and trash containers shall be located off of the Alley.</i></p> <p><i>11. Parking a. Parking may be provided in attached or detached parking garages accessed from the Alley.</i></p> <p><i>f. Additional surface parking may be provided adjacent to garage for Accessory Unit or Home Occupation use. Parking shall be setback 20 Ft. from Alley easement and shall be</i></p>	<p><u>c. On any block that contains four or fewer lots, Paired Houses are limited to one per block and the lot upon which the Paired House is allowed must be identified on the plat face.</u></p> <ul style="list-style-type: none"> Eliminates the situation where small blocks would be dominated by the Paired House Building Type. <p><i>4. Lot Size a. Width: Minimum 50 ft., Maximum 70 ft.<u>*see 5.c. below for alternate width conditions.</u></i></p> <p><i>5. Access</i></p> <p><i>c. <u>The preferred access for garages and services</u> shall be accessed from <u>is the rear Ally. This Type is not allowed on a lot without an Alley. When built on streets with front access residences, lot must be a min. width of 100 ft. and driveways set apart by 30 ft., or, lot may be 80 ft. min. width with shared drive to rear garage (side yard driveway access). When built on a corner lot condition, maximum width will be 74 ft. to allow a 10 ft. side yard.</u></i></p> <p><i>d. Services, including utility access, above ground equipment and trash containers shall be located off of the Alley, <u>where present.</u></i></p> <ul style="list-style-type: none"> Elsewhere in the LUDR is the requirement for a minimum of two building types on each block (LUDR 7.C.a). Yet on lots with front load residences only single family front load houses and accessory units are actually available to be built due to other Building Type restrictions. This new language will now allow a Paired House Type (duplex) to also be built on these lots further increasing opportunities for density and diversity in single family neighborhoods. <p><i>11. Parking a. Parking may be provided in attached or detached parking garages accessed from the Alley <u>where provided. When built on a front load lot, qarages shall be set back a minimum of 4 ft. from the front door or 16 ft. or more from the main front façade (side yard driveway access).</u></i></p> <ul style="list-style-type: none"> New language matches standards for street-access single-family house. <p><i>f. Additional surface parking, <u>with a minimum depth of 20 ft.,</u> may be provided adjacent to garage. for Accessory Unit or Home Occupation use. Parking shall be setback 20 Ft. from Alley easement, and shall be screened from the Primary or Secondary streets by either placement behind a structure, by fencing per Sec.13.A.1 and/or landscaped per Sec. 11.C.7.c</i></p>

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	<i>screened from the Primary or Secondary streets by either placement behind a structure, by fencing per Sec.13.A.1 and/or landscaped per Sec. 11.C.7.c</i>	<ul style="list-style-type: none"> Adds clarity by allowing additional surface parking as desired by the homeowner and corrects typographical error as to the 20 ft. requirement.
8.N	<p><i>Single-family House – Alley Access</i> <i>2. Applicable Districts</i></p> <p><i>a. Neighborhood General (BMS-NG) (3.D)</i> <i>b. Neighborhood Edge (BMS-NE) (3.E)</i></p> <p><i>11. Parking</i></p> <p><i>f. Additional surface parking may be provided adjacent to garage for Accessory Unit or Homes Occupation use. Parking shall be setback 20 ft. from Alley easement and shall be screened from the Primary and Secondary Streets by either placement behind a structure, by fencing per Section 13.A.1 and/or landscaped per section 11.C.7.c.</i></p>	<p><i>Single-family House – Alley Access</i> <i>2. Applicable Districts</i></p> <p><i>a. <u>Neighborhood Collector (BMS-NC) (3.C)</u></i> <i>b. Neighborhood General (BMS-NG) (3.D)</i> <i>c. Neighborhood Edge (BMS-NE) (3.E)</i></p> <ul style="list-style-type: none"> Identifies a new Building Type for the Neighborhood Collector District to allow a greater variety of housing types within the district. <p><i>11. Parking</i></p> <p><i>f. Additional surface parking, <u>with a minimum depth of 20 ft.</u>, may be provided adjacent to garage. for Accessory Unit or Homes Occupation use. Parking shall be setback 20 ft. from Alley easement and shall be screened from the Primary and Secondary Streets by either placement behind a structure, by fencing per Section 13.A.1 and/or landscaped per section 11.C.7.c.</i></p> <ul style="list-style-type: none"> Adds clarity by allowing additional surface parking as desired by the homeowner and corrects typographical error as to the 20 ft. requirement.
8.O	<p><i>Single-family House – Street Access</i></p> <p><i>5. Access</i> <i>c.(1) Provide a single lane up to 10 ft. wide along the side yard. At a distance of not less than 30 ft. from the front property line, the driveway may widen to 20 ft. to provide access to the garage.</i></p>	<p><i>Single-family House – Street Access</i> <i>NOTE: Last photograph will be replaced with new image illustrating new text added in 6.c.(5) as described below and shown in Exhibit 7.</i></p> <p><i>5. Access</i> <i>c.(1) Provide a single lane up to 10 ft. wide along the side yard. At a distance of not less than 30 ft. from the front property line, the driveway may widen to 20 ft. to provide access to the garage.</i></p> <ul style="list-style-type: none"> Text is replaced by new definition within Glossary, Section 14, for side yard driveway condition.

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8.O	<p><i>6. Building Size and Massing</i></p> <p><i>c. Garages shall be secondary to the front elevation of the house.</i></p> <p><i>(4) If an attached garage is setback 16 ft. or more from the main façade of the house, it shall be considered as a side yard driveway condition per 5.c block face percentage calculation.</i></p> <p><i>(5) (new text)</i></p>	<p><i>6. Building Size and Massing</i></p> <p><i>c. Garages shall be secondary to the front elevation of the house <u>and in no case may the garage be more than 40 percent of the structure façade when directly facing the street.</u></i></p> <p><i>(4) If an attached garage is setback 16 ft. or more from the main façade of the house, <u>or if the conditions of c.(5) below are met</u>, it shall be considered as a side yard driveway condition per 5.c block face percentage calculation.</i></p> <p><i>(5) <u>A garage may be part of a front façade when the garage has a side driveway condition. In these instances, the garage portion of the façade facing the street will feature design elements to match the residence. These elements may include similar window types, an upper story, and/or further architectural articulation complementary to the principal structure.</u></i></p> <ul style="list-style-type: none"> • The LUDR requires that houses on front access lots have at least 40% per block face with a “side yard driveway condition”, see new definition in Glossary, Section 14 below. With this amendment the front-accessed garage may extend beyond the residence portion of the front façade when the garage has a side garage entrance. This design feature will increase the variety, interest and diversity of the streetscape, a desired LUDR outcome, and will count towards meeting the 40% requirement.
9.F	<p><i>Frontage Type: Greenbelt</i></p> <p><i>4. Standards</i></p> <p><i>d. A 5 ft. min. sidewalk located along the property line will provide public access for adjacent buildings.</i></p> <p><i>e. A Primary or Secondary Trail will meander through the Greenbelt, see 5.K Illustrative Trail Layout Plan.</i></p> <p><i>f. The Greenbelt shall be a minimum of 30 ft. deep along building Frontages.</i></p>	<p><i>Frontage Types: Greenbelt</i></p> <p><i><u>NOTE: Illustration will be replaced, see Exhibit 8.</u></i></p> <p><i>4. Standards</i></p> <p><i>d. A <u>5 8</u> ft. min. sidewalk located along the property line will provide public access for adjacent buildings.</i></p> <p><i>e. A Primary or Secondary Trail will meander through the Greenbelt, see 5.K Illustrative Trail Layout Plan. <u>When a Primary Trail is co-located within a Greenbelt, the Trail shall take on the development standards of the Greenbelt and no additional sidewalk is required.</u></i></p> <p><i>f. The Greenbelt shall be a minimum of 30 <u>28</u> ft. deep along <u>residential</u> building Frontages.</i></p> <ul style="list-style-type: none"> • The amendment proposed increases the Trail width (now also serving as a sidewalk) and includes a 20 ft tree lawn. It eliminates the double sidewalk/trail configuration for a more urban look and feel to the neighborhoods. It protects

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		pedestrians better by having a 20 ft. tree lawn between the sidewalk and street and allows for a tree-dominated street frontage.
9.G	<p><i>4. Standards</i></p> <p><i>c. Elements: Porch shall be no less than 6 ft. deep to allow for usable seating area. Upper floor decks are permitted above the Porch.</i></p>	<p><i>4. Standards</i></p> <p><i>c. Elements: Porch shall be no less than 6 ft. deep to allow for usable seating area. <u>However, the Porch may be reduced to a depth of 4.5 ft. to meet house architectural style requirements.</u> Upper floor decks are permitted above the Porch.</i></p> <ul style="list-style-type: none"> Some architectural styles may be better suited to a Porch of less depth in order to maintain stylistic integrity; in those limited instances then Porch may be reduced by 1.5 ft. as needed
11.C	<p><i>3.Street Frontage/Median Landscape</i></p> <p><i>d. Street tree minimum size at installation as follows:</i> <i>(1) Arterial Street – 3” caliper</i> <i>(2) Collector Street - 2 ½” caliper</i> <i>(3) Local Street - 2 ½” caliper</i></p>	<p><i>3.Street Frontage/Median Landscape</i></p> <p><i>d. Street tree minimum size at installation as follows:</i> <i>(1) Arterial Street – <u>2”-3”</u> caliper</i> <i>(2) Collector Street - 2 ½” caliper</i> <i>(3) Local Street - 2 ½” caliper</i></p> <ul style="list-style-type: none"> This amendment acknowledges that finding sufficient numbers of larger caliper trees is very difficult for the landscape suppliers. The project Landscape Architect also recommends a 2” caliper tree as more likely to survive transplanting, which is critical given the numbers of trees to be planted in Badger Mountain South.
11.D	<p><i>Landscape Standards</i> <i>Civic and Commercial District Standards</i> <i>2. Submittal Process</i></p> <p><i>a. All development permit applications for civic, commercial, and multi-family buildings are required to submit a landscape plan.</i></p>	<p><i>Landscape Standards</i> <i>Civic and Commercial District Standards</i> <i>2. Submittal Process</i></p> <p><i>a. All development permit applications for civic, commercial, and multi-family buildings are required to submit a landscape plan. <u>A “landscape” plan will include all areas of plazas, hardscape gathering places as well as planted areas; these areas will all count towards meeting the overall landscape requirements.</u></i></p> <ul style="list-style-type: none"> The new text acknowledges that areas of “hardscape,” such as found in plazas or other gathering places, are desirable and will be considered as part of the overall “landscape” requirement. In this way these gathering places can be encouraged to be built.

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	<i>b. Civic and commercial development proposals will include 30 percent landscape coverage of the site.</i>	<p><i>b. Civic and commercial development proposals will include 30 <u>10</u> percent landscape coverage of the site. <u>The Master Developer of a commercial area may set aside common areas that meet this requirement rather than meeting it on a parcel by parcel basis.</u></i></p> <ul style="list-style-type: none"> The original percentage of landscaping provided in the LUDR was an error and is corrected with this amendment. New text allows the Master Developer of commercial properties to consider the whole of his/her development to identify the best way to meet this standard.
11.E	<p><i>Landscape Standards</i> <i>Residential Standards</i> 1. Single Family Residential e. Side Yard (3) Use of perennials, ornamental grasses, shrubs, vines and /or groundcovers.</p> <p>2. Multi-Family Residential e. Side Yard (3) Use of perennials, ornamental grasses, shrubs, vines and /or groundcovers.</p> <p>3. Courtyard Residential e. Side Yard (3) Use of perennials, ornamental grasses, shrubs, vines and /or groundcovers.</p>	<p><i>Landscape Standards</i> <i>Residential Standards</i> 1. Single Family Residential e. Side Yard (3) Use of perennials, ornamental grasses, shrubs, vines, and /or groundcovers <u>and /or useable lawn.</u></p> <p>2. Multi-Family Residential e. Side Yard (3) Use of perennials, ornamental grasses, shrubs, vines, and /or groundcovers <u>and /or useable lawn.</u></p> <p>3. Courtyard Residential e. Side Yard (3) Use of perennials, ornamental grasses, shrubs, vines, and /or groundcovers <u>and /or useable lawn.</u></p> <ul style="list-style-type: none"> New text increases landscape flexibility for side yards for all types of residential.
12.C	<p><i>Sustainability Standards</i> <i>Common Standards</i> 1. Energy</p> <p><i>c. Include building space, conduits and roof support for future addition of solar hot water and photovoltaic systems on every building.</i></p>	<p><i>Sustainability Standards</i> <i>Common Standards</i> 1. Energy</p> <p><i>c. Include building space, conduits and roof support for future addition of solar hot water or and photovoltaic systems on every building.<u>-When provided, the use of geo-thermal may substitute for the above requirement. Geo-thermal wells and related infrastructure is permitted in all setback areas.</u></i></p> <ul style="list-style-type: none"> The existing standard is being amended to allow a homebuilder/owner to meet the community's sustainable standards in a variety of ways. New text allows an alternate energy efficient method provided by geo-thermal wells

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12.C	<p>3. Exterior Lighting</p> <p>a. Only light areas as required for safety and comfort. Maintain safe light levels while avoiding off-site lighting and night sky pollution. Minimize site lighting where possible. Computer modeling of the site lighting is encouraged. Technologies to reduce light pollution include full cutoff luminaires, low reflectance, and low-angle spotlights.</p> <p>b. Lighting power densities must not exceed ANSI/ASHRAE/IESNA Standard 90.1 – (current year) for the classified zone.</p> <p>c. Meet exterior lighting control requirements from ANSI/ASHRAE/IESNA Standard 90.1 – (current year).</p> <p>d. The site areas shall be classified under the following zones, as defined in the IESNA RP-33:</p> <p>(1) LZ2 – Low (primarily residential zones, neighborhood business districts, and residential mixed use areas). Applicable in: BMS-NG, BMS –NE, BMS-NC, and BMS-CIVIC Districts.</p> <p>(2) LZ-3 Medium (areas such as commercial and high-density residential). Applicable in: BMS-VMU, BMS – SD-CMU, BMS-SD-SR, and BMS-SD-DR Districts.</p> <p>e. Follow all the requirements for the zone that applies to the development proposed as found in ANSI/ASHRAE/IESNA Standard 90.1 – (current year).</p>	<p>to be accommodated.</p> <p>3. Exterior Lighting</p> <p>a. Goals: Only light areas as required for safety and comfort. Nighttime building illumination should be elegant and reinforce prominent building design elements yet avoid <u>Maintain safe light levels while avoiding</u> off-site lighting and night sky pollution. Minimize site lighting where possible. Technologies to reduce light pollution include full cutoff luminaires, low reflectance, and low-angle spotlights. Computer modeling of the <u>commercial project's</u> site lighting is encouraged.</p> <p>a. <u>For all Buildings Except Low Rise Residential (under four stories:)</u></p> <p>b. (1) Submit a Lighting Plan, depicted on the site plan, for all projects with four or more exterior fixtures. The Lighting Plan must include all elements as found in the Glossary for "Lighting Plan".</p> <p>(2) Lighting power densities must not exceed ANSI/ASHRAE/IESNA Standard 90.1 –<u>2010</u> (current year) <u>for the classified zone.</u></p> <p>c. (3) Meet exterior lighting control requirements from ANSI/ASHRAE/IESNA Standard 90.1 – 2010 (current year).</p> <p>d. The site areas shall be classified under the following zones, as defined in the IESNA RP-33:</p> <p>(1) LZ2 – Low (primarily residential zones, neighborhood business districts, and residential mixed use areas). Applicable in: BMS-NG, BMS –NE, BMS-NC, and BMS-CIVIC Districts.</p> <p>(2) LZ-3 Medium (areas such as commercial and high-density residential). Applicable in: BMS-VMU, BMS –SD-CMU, BMS-SD-SR, and BMS-SD-DR Districts.</p> <p>e. (4) Follow all the requirements for the zone that applies to the development proposed as found in ANSI/ASHRAE/IESNA Standard 90.1 – 2010. (current year).</p> <p><u>b. For all Low Rise Residential Buildings (under four stories)</u></p>

LUDR Section	Current LUDR Text	Proposed LUDR Revision and Rationale NB: Deleted text shown as strikeout and new text shown <u>underlined</u> .
		<p><u>(1) Lighting fixtures shall have translucent covers that eliminate glare and have full cutoff features/shielding to prevent direct light from the fixture to shine beyond the property limits where the fixture is installed.</u></p> <p><u>(2) Lights of less than 15 watts used for holiday decoration are exempt.</u></p> <p><u>(3) Lighting for U.S. flags intended to be properly displayed at night is exempt.</u></p> <ul style="list-style-type: none"> This standard is being clarified because as originally written it appears that the ANSI/ASHRAE/IESNA Standard 90.1 applies to single family and low rise residential when it actually does not. Also, since the LUDR was published, the IESNA RP-33 standard was withdrawn without a replacement yet promulgated. It also segregates standards for single-family and smaller projects (under four stories) from those for larger projects.
13.A	<p><i>Fencing</i> <i>b. Standards</i></p> <p><i>(10) Fences designed to screen trash receptacles, recycling containers and similar, must match the style and materials of other fencing on the lot but must be one ft. higher than object being screened.</i></p>	<p><i>Fencing</i> <i>b. Standards</i></p> <p><i>(10) Fences designed to screen trash receptacles, recycling containers and similar, must match the style and materials of other fencing on the lot but must be one ft. higher than object being screened.</i> <u><i>When trash receptacles, recycling containers and similar are stored outside of a building or other structure, they must be screened with a sight obscuring fence which matches the style and materials of other fencing on the lot and must be one ft. higher than object being screened.</i></u></p> <ul style="list-style-type: none"> This amendment acknowledges that trash and other receptacles can be stored either within a structure or outside and when stored outside the fencing used must be site obscuring.
13.B	<p><i>Signage</i> <i>1. Signage Standards – All Districts</i> <i>f. Sign Lighting</i> <i>(1) Signs may not be top lit with single or multiple sources. The light source may not be visible from any public right of way and may not shine up into the night sky; refer to IESNA RP-33 Light Zone 3 standards. Seasonal decorative lighting is permitted.</i></p>	<p><i>Signage</i> <i>1. Signage Standards – All Districts</i> <i>f. Sign Lighting</i> <i>(1) Signs may not be top lit with single or multiple sources. The light source may not be visible from any public right of way and may not shine up into the night sky; refer to IESNA RP-33 Light Zone 3 standards. Seasonal decorative lighting is permitted.</i></p> <ul style="list-style-type: none"> This amendment eliminates the specific IESNA standard reference which is no longer in effect.

LUDR Section	Current LUDR Text	Proposed LUDR Revision and Rationale NB: Deleted text shown as strikeout and new text shown <u>underlined</u> .
	<p>2. Signage Standards: BMS-SD-SR; and BMS-SD-CMU</p> <p><i>b. Building Signage Allowance</i> (1) Each commercial building may have a maximum of two signs to identify the name of the building. These signs must be integral to the architecture and building design and convey a sense of permanence. Typically these signs are secondary or tertiary building elements as seen on historic urban buildings.</p> <p>(2) Building signs must conform to the following: i. Maximum sign area shall be no more than 6 sq. ft. ii. Maximum sign height shall be 18 ft. above the sidewalk to the top of the sign (measured from the top of the sign to the lowest point on the sidewalk directly below the sign).</p>	<p>2. Signage Standards: BMS-SD-SR; and BMS-SD-CMU</p> <p><i>b. Building Signage Allowance</i> (1) Each commercial building may have a maximum of two signs to identify the name of the building. These signs must be integral to the architecture and building design and convey a sense of permanence. Typically these signs are secondary or tertiary building elements as seen on historic urban buildings. <u>Buildings on corner lots may have a maximum of three signs.</u></p> <ul style="list-style-type: none"> <u>Acknowledges that different conditions apply when buildings are sited on a corner lot.</u> <p>(2) Building signs must conform to the following: i. Maximum sign area shall be no more than 6 <u>20 sq. ft. per building face except when the sign includes a company logo in which case it may be increase in area to 36 sq. ft.</u> ii. Maximum sign height shall be 18 ft. above the sidewalk to the top of the sign (measured from the top of the sign to the lowest point on the sidewalk directly below the sign) <u>unless signage is positioned on a cupola or other architectural feature that extends beyond the ordinary roof height.</u></p> <ul style="list-style-type: none"> The revised language recognizes that the current standard is too restrictive and by allowing additional signage, it supports the creation of a lively pedestrian district in areas designated BMS-SD-SR; and BMS-SD-CMU.
13.C	<p>Site Improvement Standards</p> <p>4. Bench Standards</p> <p><i>a. Benches shall be of commercial grade construction. Bench frames shall be ductile iron, or steel.</i></p> <p><i>b. Concrete benches, if used, shall be one piece, single pour construction. Seat and backs shall be low maintenance materials such as concrete, plastic covered metal, powder coated metal or recycled material designed for this purpose. Wood should be a hardwood such as Teak, Ipe, Maple, and Mahogany. Seat and backs constructed out of recycled materials should have a reinforcing spine and fasteners.</i></p>	<p>Site Improvement Standards</p> <p>4. Bench Standards</p> <p><i>a. Benches shall be of commercial grade construction. Bench frames shall be ductile iron, <u>concrete</u>, or steel.</i></p> <p><i>b. Concrete benches, if used, shall be one piece, single pour construction. Seat and backs shall be low maintenance materials such as concrete, plastic covered metal, powder coated metal or recycled material designed for this purpose. Wood should be a hardwood such as Teak, Ipe, Maple, and Mahogany. Seat and backs constructed out of recycled materials should have a reinforcing spine and fasteners.</i></p> <ul style="list-style-type: none"> Adding clarity to the requirement with this amendment.
13.C		

LUDR Section	Current LUDR Text	Proposed LUDR Revision and Rationale NB: Deleted text shown as strikeout and new text shown <u>underlined</u> .
13.C	<p><i>Site Improvement Standards</i></p> <p><i>7. Tree Grates</i></p> <p><i>a. Shall be provided at base of street trees in BMS-SD-SR, CMU, DR AND BMS-VMU Districts and shall be made from commercial grade metals. Tree grates may also be used in the BMS-NC District at street frontages along ground floor commercial uses.</i></p>	<p><i>Site Improvement Standards</i></p> <p><i>7. Tree Grates</i></p> <p><i>a. Shall be provided at base of street trees <u>along arterial collector streets, except where frontage also includes a Trail Type</u>, in BMS-SD-SR, CMU, DR AND BMS-VMU Districts and shall be made from commercial grade metals. Tree grates may also be used in the BMS-NC District at street frontages along ground floor commercial uses.</i></p> <ul style="list-style-type: none"> Clarifies the intent to create an urban streetscape look in the commercial districts along major arterials, except where a Trail Type is co-located and within the BMS-Specialty District-Specialty Retail (the future Wine Village) where the streetscape is meant to invoke an “agricultural look” from the accompanying vineyards.
14	New text	<p><u>Accessory Storage Structures.</u></p> <p><u>A supplemental building designed for the storage of boats/ RVs or to be used as a personal workshop; in all cases not for the commercial repair or maintenance of vehicles of any type. It may also include an Accessory Unit that meets the standards and definition for Accessory Units (LUDR 8.P). Only permitted in the BMS-NE District on lots .25 acre or larger and having a principal structure.</u></p>
14	<p><u>Accessory Unit/Structures.</u></p> <p><i>Any use and/or structure that is customarily part of and clearly incidental and secondary to the principal residence and does not change the character of the residential use. May contain a separate residential unit either contained wholly within a principal single-family residential structure (maximum floor area of 440 square feet), or attached to or above a garage (maximum floor area of 600 square feet). An accessory dwelling unit is not included in the Maximum Density Limitations. An accessory unit/building may also be used for Home Occupation uses as identified elsewhere in the LUDR and that meet the requirements of RMC 23.42.09. An accessory unit or structure with a maximum floor area of 600 square feet is allowed for a winery use.</i></p>	<p><u>Accessory Unit/Structures.</u></p> <p><i>Any use and/or structure that is customarily part of and clearly incidental and secondary to the principal residence and does not change the character of the residential use. May contain a separate residential unit either contained wholly within a principal single-family residential structure (maximum floor area of 440 square feet), or attached to or above a garage (maximum floor area of 600 square feet). An accessory dwelling unit is not included in the Maximum Density Limitations. An accessory unit/building may also be used for Home Occupation uses as identified elsewhere in the LUDR and that meet the requirements of RMC 23.42.09. An accessory unit or structure with a maximum floor area of 600 square feet is allowed for a winery use.</i></p> <ul style="list-style-type: none"> Amendment simplifies the maximum size permitted for an Accessory Dwelling Unit and matches the requirement now found in 2.C.1.8.

LUDR Section	Current LUDR Text	Proposed LUDR Revision and Rationale NB: Deleted text shown as strikeout and new text shown <u>underlined</u> .
14	New text	<p><u>Lighting Plan.</u> <u>The Lighting Plan is a required element of submittal for all buildings, except low rise residential (under four stories), proposing four or more exterior fixtures. The Plan must include the following information:</u></p> <ol style="list-style-type: none"> <u>Type and number of luminaire equipment (fixtures), including the "cut off characteristics", indicating manufacturer and model number(s).</u> <u>Lamp source type (bulb type, i.e. high pressure sodium), lumen output, and wattage.</u> <u>Mounting height with distance noted to the nearest property line for each luminaire.</u> <u>Types of timing devices used to control the hours set for illumination, as well as the proposed hours when each fixture will be operated.</u> <u>Total Lumens for each fixture, and total square footage of areas to be illuminated. For projects that are in commercial zones, the lumens per net acre to be lit, need not exceed 25,000 lumens.</u> <u>A Calculation Summary indicating foot-candle levels on the lighting plan, noting the maximum, average and minimum, as well as the uniformity ratio of maximum to minimum, and average to minimum levels.</u> <u>Lighting manufacturer-supplied specifications ("cut sheets") that include photographs of the fixtures, indicating the certified "cut off characteristics" of the fixture.</u> <u>Foot-candle Distribution, plotting the light levels in foot-candles on the ground, at the designated mounting heights for the proposed fixtures. Maximum illuminance levels should be expressed in foot-candle measurements on a grid of the site showing foot-candle readings in every five or ten-foot square. The grid shall include light contributions from all sources (i.e. pole mounted, wall mounted, sign, and street lights.) Show foot-candle renderings five feet beyond the property lines.</u> <ul style="list-style-type: none"> The goal of the amendments to the LUDR section on Lighting and the addition of a requirement for a comprehensive Lighting Plan is to clarify the LUDR requirements, particularly for commercial development, and to reinforce the "Dark Sky" goals of the regulation.
14	<p>Master Plan Administrator: A professional appointed by NorAm Investment LLS, or its successor, as outlined in the Master Agreement, to review all applications for plats, subdivisions, site plans, and development permits in Badger Mountain South as part of the application submittal in the City of Richland. The MPA is responsible for ensuring the intent of the LUDR is met in all applications and will provide to the City</p>	<p>Master Plan Administrator (MPA): A professional appointed by NorAm Investment LLS, or its successor, as outlined in the Master Agreement, to review all applications for plats, subdivisions, site plans, and development permits in Badger Mountain South as part of the application submittal in the City of Richland. The MPA is responsible for ensuring the intent of the LUDR is met in all applications and will provide to the City and to the applicant a Consistency Determination <u>Recommendation</u> (BMS-MACR) to be included in the materials reviewed by the City of Richland Development Services Department. <u>The roles and responsibilities of the MPA are considered synonymous with the Master Agreement Administrator, MAA, as found in the Master Agreement.</u></p>

LUDR Section	Current LUDR Text	Proposed LUDR Revision and Rationale NB: Deleted text shown as strikeout and new text shown <u>underlined</u> .
14	<i>and to the applicant a Consistency Determination (BMS-MACR) to be included in the materials reviewed by the City of Richland Development Services Department.</i>	<ul style="list-style-type: none">• The MPA supplies a recommendation to the City on whether or not a development application is consistent with the provisions of the LUDR and of the Master Agreement. The Development Services Manager issues the Determination of Consistency based upon the recommendation and his/her review of the application or proposal.• The Master Agreement Section 23 uses the synonymous term “Master Agreement Administrator” whose duties and responsibilities are the same as those of the MPA.
	<i>New Text</i>	<p><u>Side Yard Driveway Condition:</u> <i>For Single-family Houses with Street Access, a drive lane up to 10 ft. in width that runs parallel to the side yard setback and extends not less than 30 ft. from the front property line when the qarage is located in the lot rear. When the qarage is part of the front façade, driveway access is provided to the qarage in a side yard driveway. In both conditions, the driveway may widen to 20 ft., and may encroach into the side yard setback, to provide access to the qarage.</i></p> <ul style="list-style-type: none">• Provides a new definition clarifying garage access for side yard driveways.

5.A CIVIC SPACE INTRODUCTION

The Illustrative Plan for Civic Space Layout includes most of the types of open space, parks, trails and community facilities that will be constructed in Badger Mountain South. It is intended to illustrate that these places and spaces are interwoven into each neighborhood although the exact locations are not yet identified. Final locations will be based upon the blocks, Building Types and final street grid that are established. This extensive network of common spaces is an important component of creating a walkable and sustainable community.

Most of the areas illustrated here and described in this Section 5 will be sited at time of platting. For city-owned facilities or properties developed as part of a public school system or by any other public entity, those public bodies will identify the planning, programming and timing of development of those spaces.

All of the plazas and other common areas to be constructed within the commercial Districts are not shown here. These areas will be further defined at the time of site plan review.

CIVIC SPACE LEGEND

- GREENWAY PARKS
- LOCAL PARKS
- VILLAGE GREEN
- BLOCK PARKS
- GREENBELTS
- PUBLIC PARKS
- RESERVED SCHOOL SITES
- PLAZA / TOWN SQUARES
- CIVIC/COMMUNITY FACILITIES

5.B ILLUSTRATIVE PLAN FOR CIVIC SPACE LAYOUT

EXHIBIT 1



5.J TRAILS INTRODUCTION

The Illustrative Plan for Trail Layout and Trail Types identifies the location of the proposed trail system in Badger Mountain South. Four types of trails will be built within the community – Urban Trails located within the commercial centers, paved Primary and City Primary Trails for multi-uses, soft-surface Secondary Trails for walking and jogging, and an Equestrian Trail connection located at the eastern edge of the community that will link to an existing equestrian trail. There will be approximately 20 miles of trails of all types when the trail system is complete.

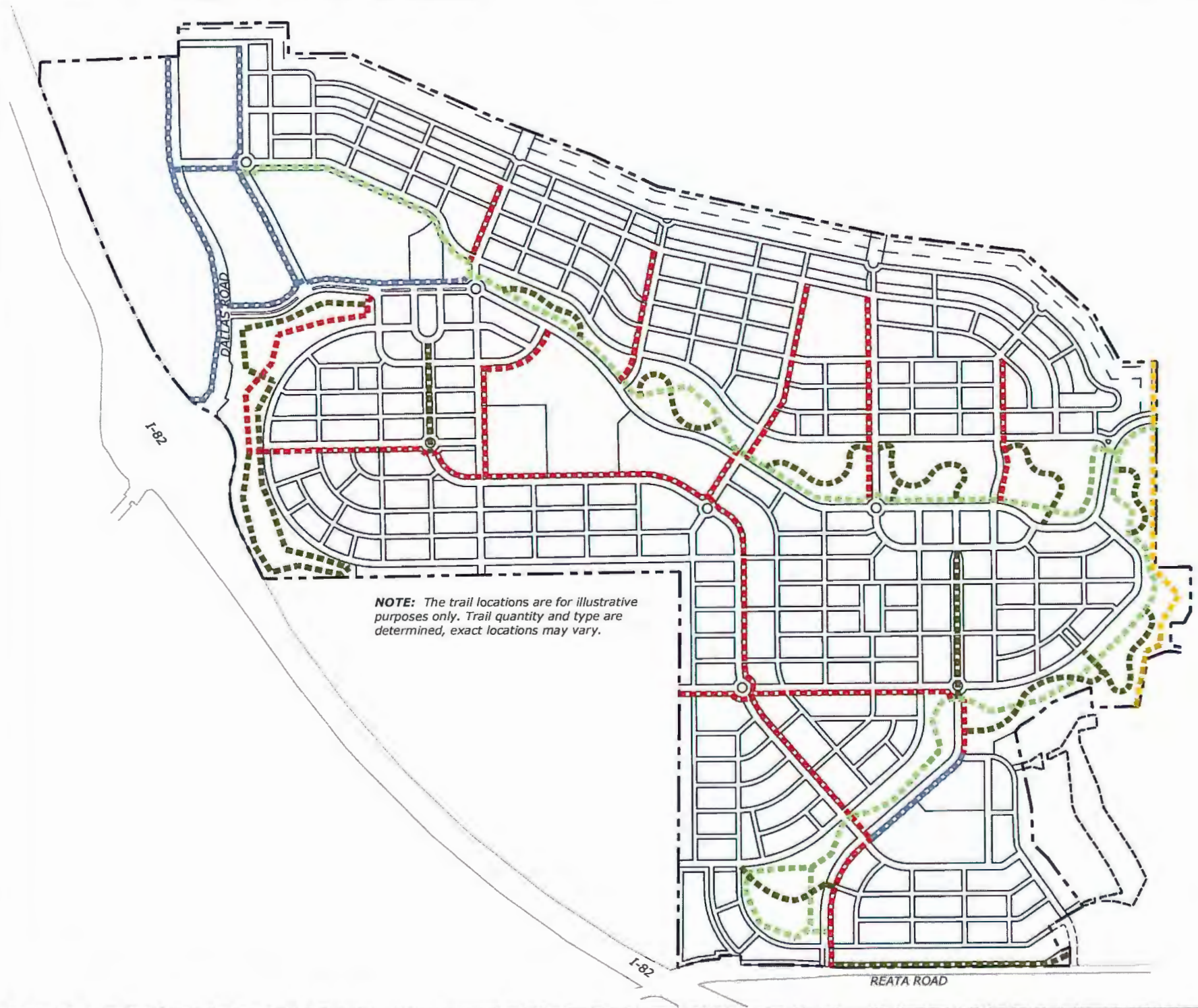
Two Trail Types are located in the Greenway Parks; City Primary Trails and Secondary Trails. These trails are intended to be the cross-community trail system that links all neighborhoods within Badger Mountain South. The City Primary Trail meanders within the Greenway Parks, sometimes near the adjoining streets, but primarily away from the streets and within the Greenway Park itself. Secondary Trails act as connector trails which link one side of the Greenway Park to the other or to the City Primary Trail.

TRAIL LEGEND

- CITY PRIMARY TRAIL
- PRIMARY TRAIL
- SECONDARY TRAIL
- EQUESTRIAN TRAIL
- URBAN TRAIL

5.K ILLUSTRATIVE PLAN FOR TRAIL LAYOUT and TRAIL TYPES

EXHIBIT 2



6.A INTRODUCTION

Section 6 identifies the street layout for the arterial collectors, the proposed layout for the internal collector streets and the right-of-way standards for each street type in the Badger Mountain South community. The grid-street system is a major component of creating a walkable and sustainable community.

Section 6 also introduces the concept of "edge types" which are the pedestrian and landscape elements within the right-of-way. An edge type will be one of four styles that vary based on the adjoining land use. Any street may have two different edge types if the land uses on either side of the street are different or if one side of the street is an element of the identified trail system. The standards for each street and edge type are identified in Sections 6.C.through 6.F. Note that collector street sections may be increased when needed to manage higher traffic volumes. Internal site access ways are permitted subject to City review for adequate emergency and refuse collection access.

Section 7 provides the Block Standards for the Badger Mountain South community. When platting, the Block Standards in 7.C, will guide the determination of overall street grid while Section 6 identifies the right-of-way design.

Designated Primary (Pedestrian) Streets and Secondary (Side) Streets located within the BMS-VMU Districts are identified in the Illustrative Neighborhood Plans 7.G and 7.J.

STREET LEGEND

- 4-Lane Arterial Collector Street
- 2-Lane Arterial Collector Street
- Collector Street
- Local Street
- Alley

EDGE TYPE LEGEND

- EDGE TYPE A: Sidewalk
- EDGE TYPE B: Trail in adjacent open space or 8 ft. non-meanering Trail adjacent to developed lot.
- EDGE TYPE C: Urban
- EDGE TYPE D: Greenway Park Edge

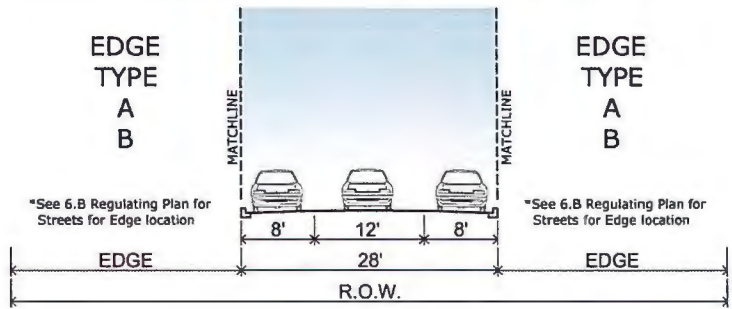
6.B REGULATING PLAN FOR STREETS



EXHIBIT 4

EXHIBIT 5.2
6.G REAR ALLEY

6.F.1 ALTERNATE - 12FT. LOCAL STREET



Note: Use of this street section must have prior approval by the City of Richland Public Works Director.

KEY

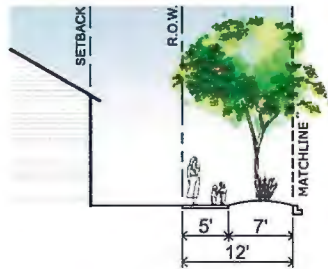
See 6.B Regulating Plan For Streets

APPLICATION

Thoroughfare Type	Neighborhood
Design Speed	25 mph
Posted Speed	25 mph
Pedestrian Crossing Time	3.4 Sec.

OVERALL WIDTHS

Pavement Width	28 ft.
Total R.O.W.	Edge + 28 ft. + Edge
See totals by Edge Type below	



EDGE TYPE A

KEY

See 6.B Regulating Plan For Streets

EDGES

Curb Type	Curb
Planter Type	7 ft. Continuous
Landscape Type	Medium Trees @ 30 ft. O.C. Average.

Walkway Type	5 ft. Sidewalks
Frontage Type	Residential Dwelling Units

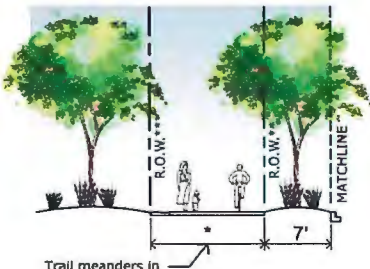
1/2 R.O.W.	26 ft.
R.O.W. - Edge 'A' Both Sides	52 ft.
R.O.W. - Edge 'A' + Edge 'B'	47 ft.

LANES

Traffic	10 ft.
Parking	8 ft.
Median	None

INTERSECTIONS

Curb Radius	20 ft. Typ.
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EDGE TYPE B

* See Illustrative Plan for Trail Layout and Trail Types, 5.K
** ROW adjacent to 7' planter when ROW abuts green space.
*** ROW includes trail and 20' planter when adjacent to building lot.

KEY

See 6.B Regulating Plan For Streets

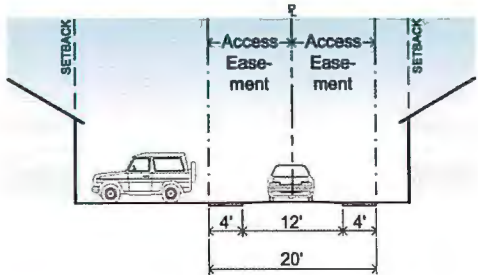
EDGES

Curb Type	Curb
Planter Type	7 ft. continuous when adjacent to green space and 20 ft. continuous when adjacent to building lot; May also utilize planter beds or tree grates along Urban Trail or Plaza frontages

Landscape Type	Tree and Spacing Varies
Walkway Type	Meandering Trail in adjacent open space type

Frontage Type	Greenbelt or Open Space
---------------	-------------------------

1/2 R.O.W.	26 / 51 ft.
R.O.W. - Edge 'B' Both Sides	52 / 102 ft.
R.O.W. - Edge 'B' + Edge 'A'	57 / 82 ft.
R.O.W. - Edge 'B' + Edge 'C'	60 / 85 ft.



KEY

See 6.B Regulating Plan For Streets

APPLICATION

Thoroughfare Type	Alley
Movement Type	Yield
Design Speed	10 mph
Posted Speed	10 mph
Pedestrian Crossing Time	3.4 Sec.

OVERALL WIDTHS

Pavement Width	12 ft.
Shoulder Width	4 ft.
Total Width	20 ft.

LANES

Traffic	12 ft.
Parking	None
Median	None
Ownership	Private

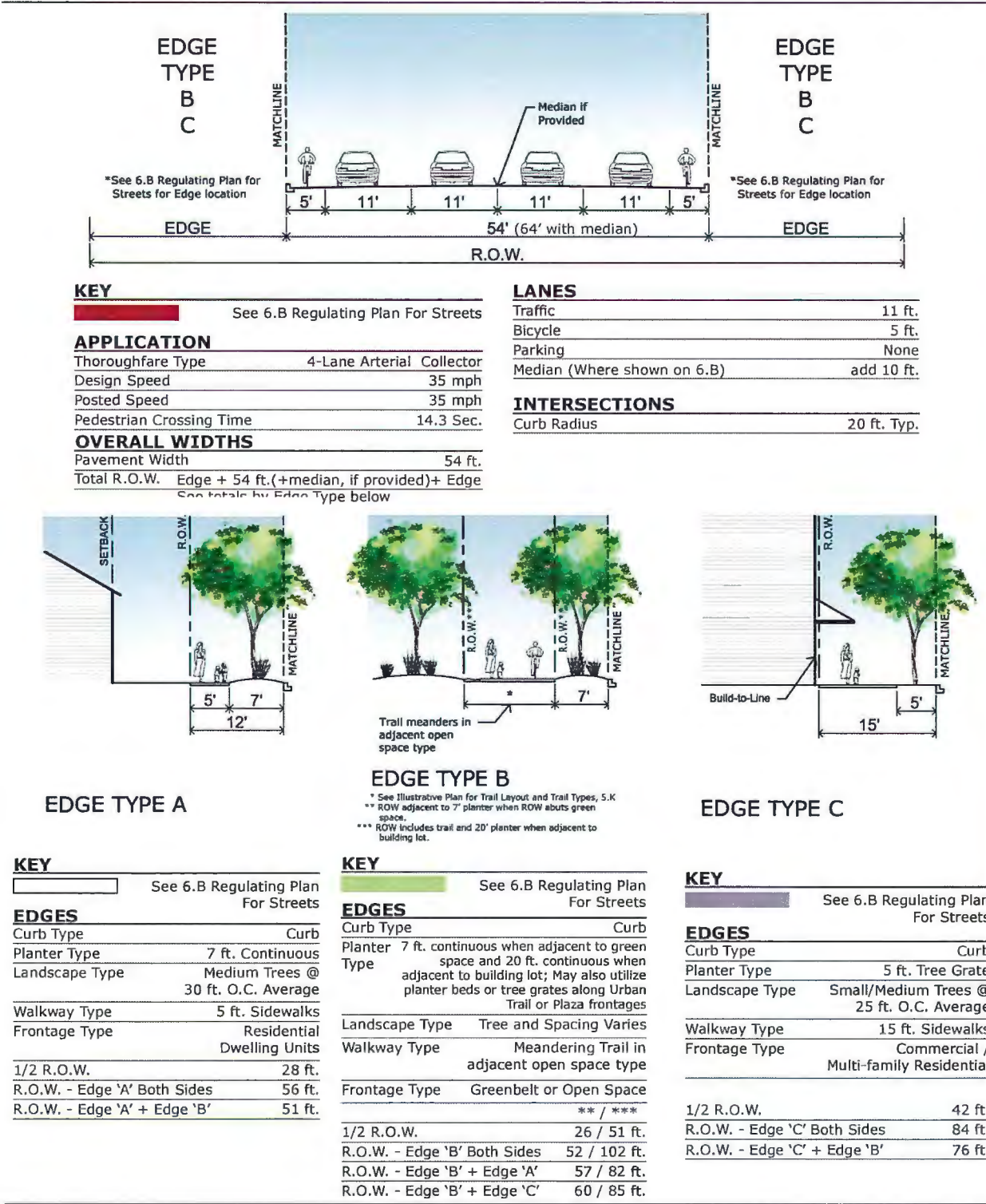
INTERSECTIONS

Curb Radius	20 ft. Typ.
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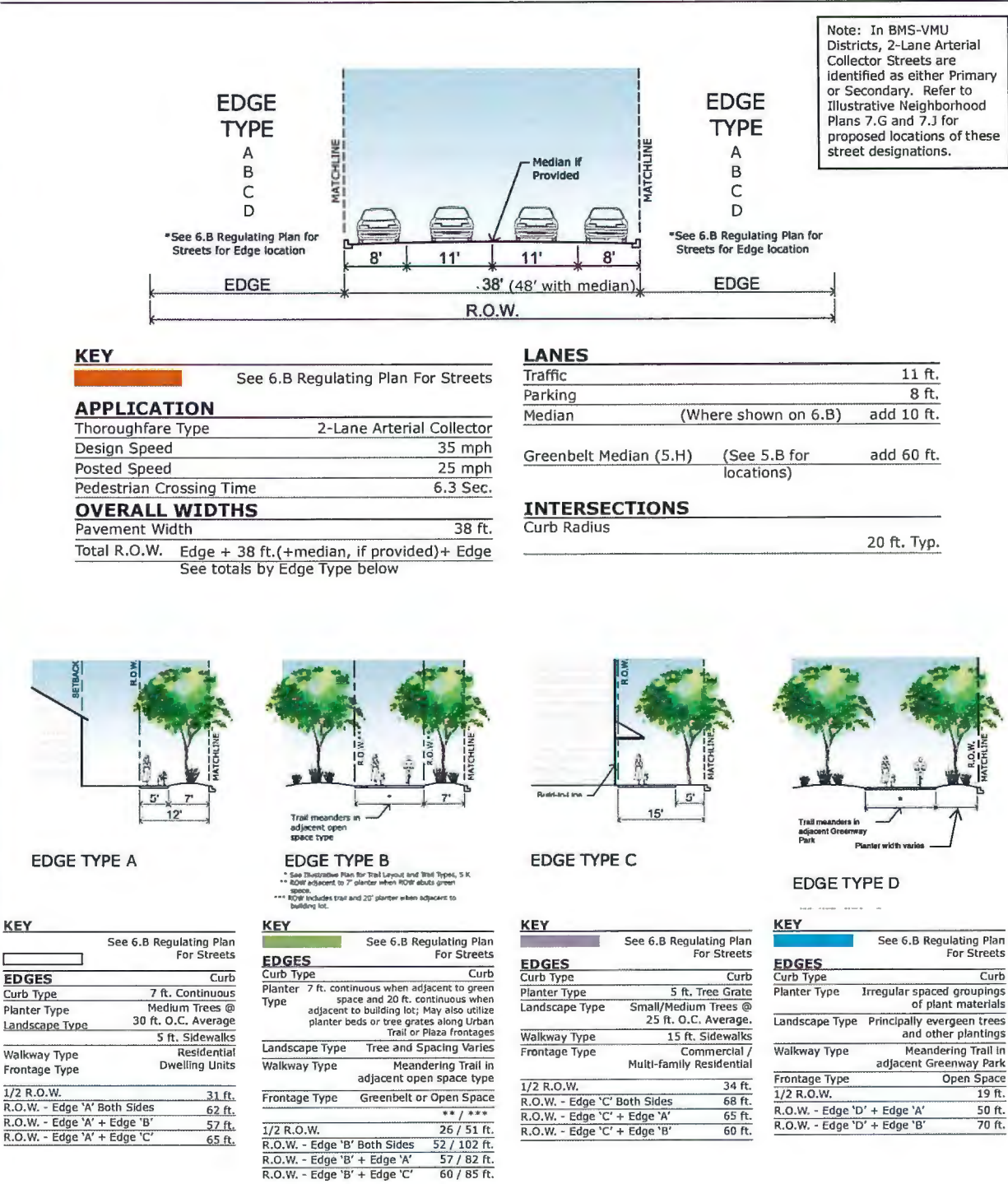
ACCESS EASEMENT

From Rear Yard Property Line	10 ft.
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6.C 4-LANE ARTERIAL COLLECTOR STREET

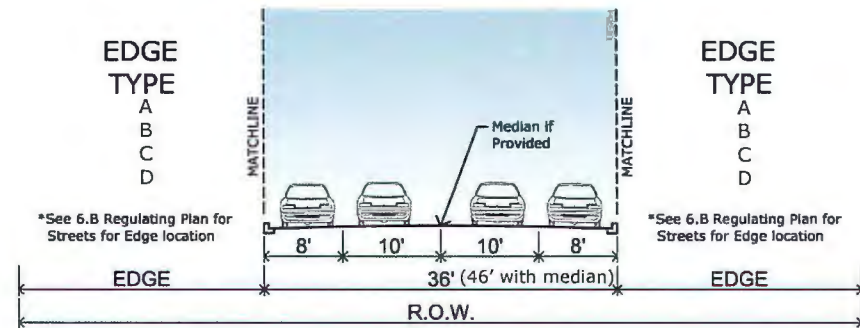


6.D 2-LANE ARTERIAL COLLECTOR STREET



Note: In BMS-VMU Districts, 2-Lane Arterial Collector Streets are identified as either Primary or Secondary. Refer to Illustrative Neighborhood Plans 7.G and 7.J for proposed locations of these street designations.

6.E COLLECTOR STREET



KEY

See 6.B Regulating Plan For Streets

APPLICATION

Thoroughfare Type	Neighborhood Collector
Design Speed	35 mph
Posted Speed	25 mph
Pedestrian Crossing Time	5.7 Sec.

OVERALL WIDTHS

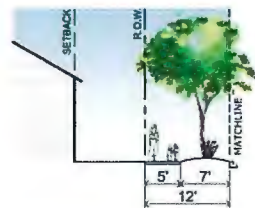
Pavement Width	36 ft.
Total R.O.W.	Edge + 36 ft. (+median, if provided) + Edge
	See totals by Edge Type below

LANES

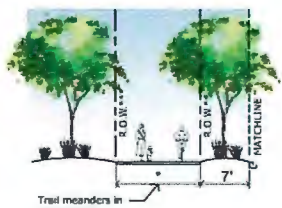
Traffic	10 ft.
Parking	8 ft.
Median (Where shown on 6.B)	add 10 ft.

INTERSECTIONS

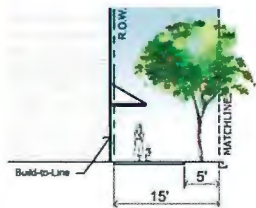
Curb Radius	20 ft. Typ.
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EDGE TYPE A



EDGE TYPE B



EDGE TYPE C



EDGE TYPE D

KEY

See 6.B Regulating Plan For Streets

EDGES	Curb
Curb Type	7 ft. Continuous
Planter Type	Medium Trees @ 30 ft. O.C. Average
Landscape Type	5 ft. Sidewalks
Walkway Type	Residential
Frontage Type	Dwelling Units
1/2 R.O.W.	31 ft.
R.O.W. - Edge 'A' Both Sides	62 ft.
R.O.W. - Edge 'A' + Edge 'B'	57 ft.
R.O.W. - Edge 'A' + Edge 'C'	65 ft.

KEY

See 6.B Regulating Plan For Streets

EDGES	Curb
Curb Type	7 ft. continuous when adjacent to green space and 20 ft. continuous when adjacent to building lot; May also utilize planter beds or tree grates along Urban Trail or Plaza frontages
Landscape Type	Tree and Spacing Varies
Walkway Type	Meandering Trail in adjacent open space type
Frontage Type	Greenbelt or Open Space
1/2 R.O.W.	26 / 51 ft.
R.O.W. - Edge 'B' Both Sides	52 / 102 ft.
R.O.W. - Edge 'B' + Edge 'A'	57 / 82 ft.
R.O.W. - Edge 'B' + Edge 'C'	60 / 85 ft.

KEY

See 6.B Regulating Plan For Streets

EDGES	Curb
Curb Type	5 ft. Tree Grate
Planter Type	Small/Medium Trees @ 25 ft. O.C. Average.
Landscape Type	15 ft. Sidewalks
Walkway Type	Commercial / Multi-family Residential
Frontage Type	Open Space
1/2 R.O.W.	34 ft.
R.O.W. - Edge 'C' Both Sides	68 ft.
R.O.W. - Edge 'C' + Edge 'A'	65 ft.
R.O.W. - Edge 'C' + Edge 'B'	60 ft.

KEY

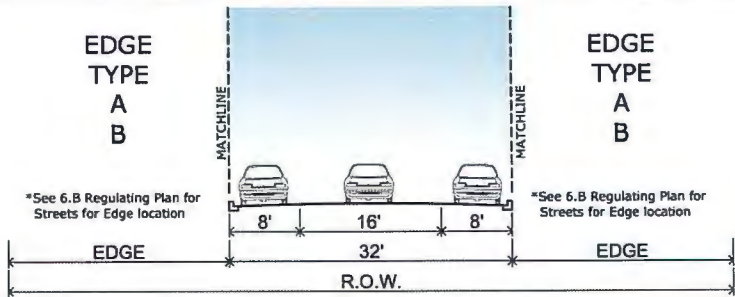
See 6.B Regulating Plan For Streets

EDGES	Curb
Curb Type	Irregular spaced groupings of plant materials
Planter Type	Principally evergreen trees and other plantings
Landscape Type	Meandering Trail in adjacent Greenway Park
Walkway Type	Open Space
Frontage Type	19 ft.
1/2 R.O.W.	50 ft.
R.O.W. - Edge 'D' + Edge 'A'	70 ft.
R.O.W. - Edge 'D' + Edge 'B'	70 ft.

6.F 16 FT. LOCAL STREET

EXHIBIT 5.1

Note: At time of preliminary plat, a reduction to a 12 ft. pavement width per 6.F.1 ALTERNATE, may be allowed with approval by the City of Richland Public Works Director, subject to such conditions as are deemed necessary to provide a safe transition between pavement widths and to provide safe and adequate intersection turning movements.



KEY

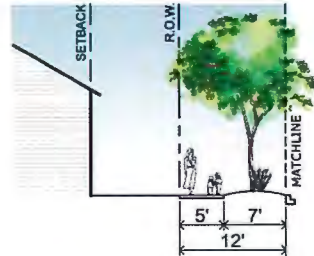
See 6.B Regulating Plan For Streets

APPLICATION

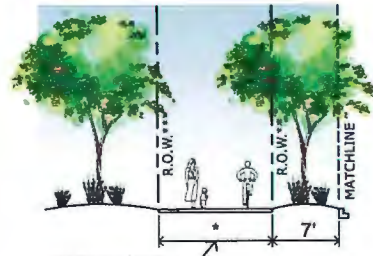
Thoroughfare Type	Neighborhood
Design Speed	25 mph
Posted Speed	25 mph
Pedestrian Crossing Time	3.4 Sec.

OVERALL WIDTHS

Pavement Width	32 ft.
Total R.O.W.	Edge + 32 ft. + Edge
	See totals by Edge Type below



EDGE TYPE A



EDGE TYPE B

KEY

See 6.B Regulating Plan For Streets

EDGES	Curb
Curb Type	7 ft. Continuous
Planter Type	Medium Trees @ 30 ft. O.C. Average
Landscape Type	5 ft. Sidewalks
Walkway Type	Residential
Frontage Type	Dwelling Units
1/2 R.O.W.	28 ft.
R.O.W. - Edge 'A' Both Sides	56 ft.
R.O.W. - Edge 'A' + Edge 'B'	51 ft.

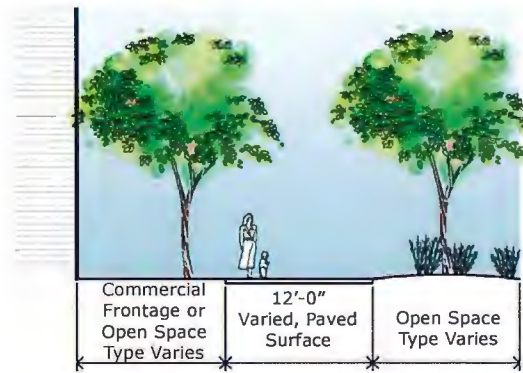
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See 6.B Regulating Plan For Streets

EDGES	Curb
Curb Type	7 ft. continuous when adjacent to green space and 20 ft. continuous when adjacent to building lot; May also utilize planter beds or tree grates along Urban Trail or Plaza frontages
Landscape Type	Tree and Spacing Varies
Walkway Type	Meandering Trail in adjacent open space type
Frontage Type	Greenbelt or Open Space
1/2 R.O.W.	26 / 51 ft.
R.O.W. - Edge 'B' Both Sides	52 / 102 ft.
R.O.W. - Edge 'B' + Edge 'A'	57 / 82 ft.
R.O.W. - Edge 'B' + Edge 'C'	60 / 85 ft.



Illustrative Photo: Urban Trail

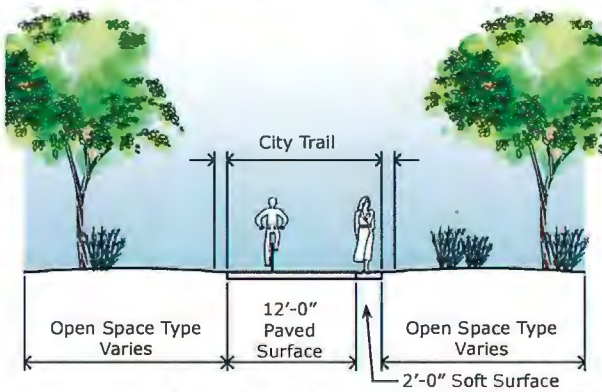


1. DESCRIPTION - URBAN TRAILS

- a. **Definition** - Urban Trails will be located in the commercial, retail and mixed-use community Districts or adjacent to School Open Space and Public Parks. These trails may be integrated into the wide, paved plazas and sidewalk areas that serve these uses. The Urban Trails will serve as a continuation of the community-wide bicycle and pedestrian trail system.
- b. **Location** - Commercial, retail, and mixed-use areas in BMS-SD-SR, BMS-SD-CMU, and BMS-SD-DR Districts and limited location in BMS-CIVIC Districts; See 5.K, Illustrative Plan for Trail Layout and Trail Types.
- c. **Size**
- (1) Minimum width: 12 ft. specialty paved surface.
 - (2) Total length: Minimum 1.5 miles.
- d. **Standards**
- (1) Principally concrete but other paved surfaces permitted based on overall site design.
 - (2) Integrated into the commercial/retail plaza spaces.
 - (3) Will serve as a multi-use bicycle and pedestrian trail.
 - (4) Provide appropriate lighting for after-dark use which may be provided by street lighting located in the adjacent Right of Way.



Illustrative Photo: Primary Trail

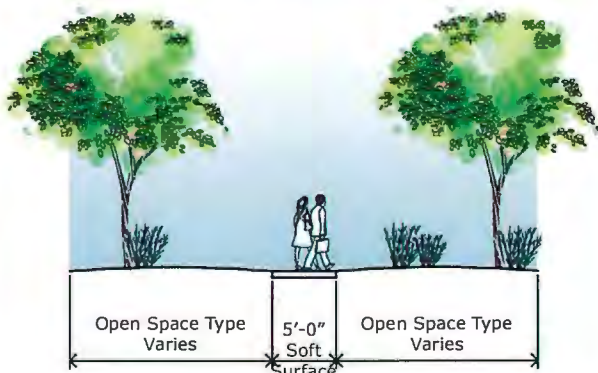


2. DESCRIPTION - PRIMARY TRAILS

- a. **Definition** - Primary Trails will serve as a multi-modal system throughout the community. They are intended to foster connectivity, encourage healthy activities, and provide transportation options. When found adjacent to residential or other structures, the Primary Trail will be concrete and will also function as sidewalk in these areas.
- b. **Location** - See 5.K, Illustr. Plan for Trail Layout and Trail Types.
- c. **Size**
- (1) Minimum width: 10 ft. concrete or asphalt surface with 2 ft. stabilized engineered wood fiber (SEWF), wood chips, or gravel shoulder on one side.
 - (2) City Primary Trails width: 12 ft. asphalt with 2 ft. gravel shoulder on one side.
 - (3) Total length: Minimum 10 miles.
- d. **Standards**
- (1) Provide sub-grade materials and preparation appropriate to the surfacing material.
 - (2) Provide appropriate lighting for after-dark use which may be provided by street lighting located in the adjacent Right of Way.
 - (3) Provide (1) 5-ft. recycled materials bench min. every ½ mile, per Section 13.C.4, except where the Greenbelt abuts single-family residential properties.



Illustrative Photo: Secondary Trail

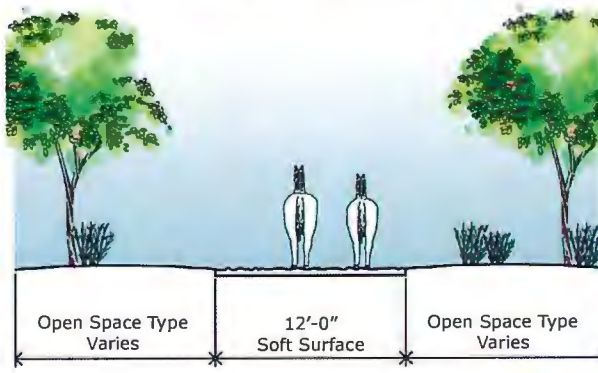


3. DESCRIPTION - SECONDARY TRAILS

- a. **Definition** - Secondary Trails will be an informal, crushed gravel recreation trails for running, biking and walking. This trail system will link the Primary Trails to the major Greenway Parks and open spaces located throughout the community.
- b. **Location** - See 5.K, Illustrative Plan for Trail Layout and Trail Types.
- c. **Size**
- (1) Minimum width: 5 ft. stabilized engineered wood fiber (SEWF), wood chips, or gravel.
 - (2) Total length: Minimum 7.5 miles.
- d. **Standards**
- (1) Provide compacted sub-grade.
 - (2) Will serve as a pedestrian trail.

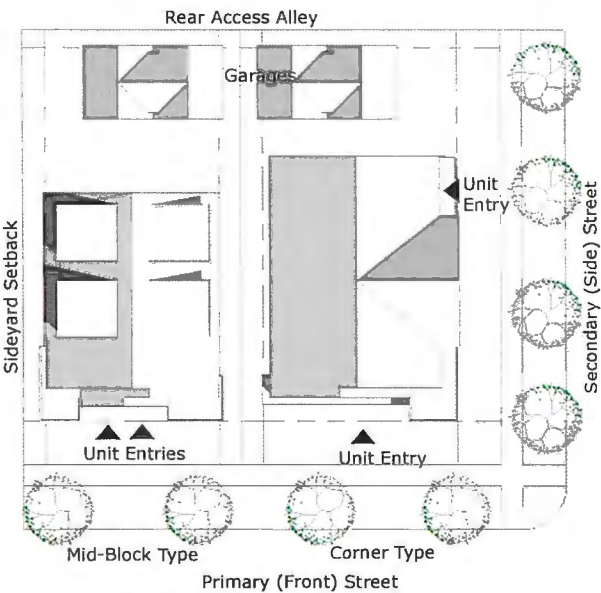


Illustrative Photo: Equestrian Trail

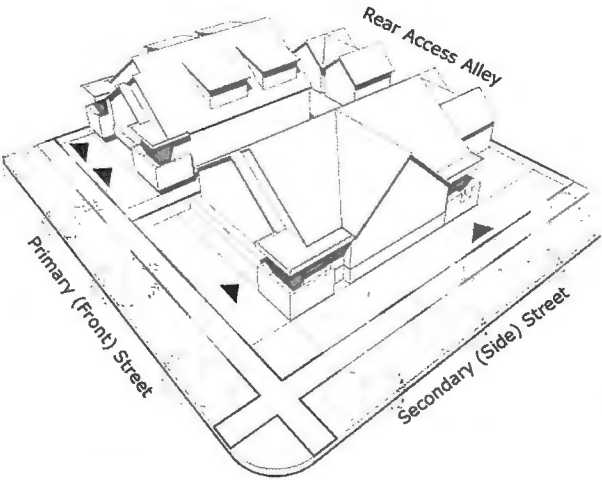


4. DESCRIPTION - EQUESTRIAN TRAILS

- a. **Definition** - The Equestrian Trail will be a soft-surface recreation trail designed for horseback riding. This trail will traverse along the eastern boundary and provide linkage from the existing trail at the southeast corner to the northeast corner of the property.
- b. **Location** - Eastern Boundary; See 5.K, Illustrative Plan for Trail Layout and Trail Types.
- c. **Size**
- (1) Minimum width: 12 ft. engineered wood fiber (EWF), wood chips, or gravel.
 - (2) Total length: Minimum 1.0 mile.
- d. **Standards**
- (1) Provide compacted sub-grade.



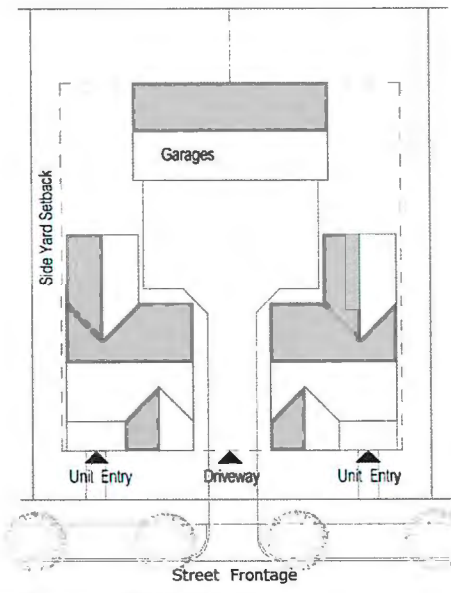
Illustrative Plan Diagram



Illustrative Axonometric Diagram



Illustrative Photo: Corner Lot Duplex



Illustrative Diagram: Mid-Block Duplex

1. TYPE DESCRIPTION

The Paired House Building Type, also known as a Duplex, combines two residences within one structure designed to resemble a Single-Family house in a typical neighborhood setting. The units may include stacked flats or side by side townhouse units. This Building Type allows for smaller scale Multi-family housing to be integrated within Single-Family residential neighborhoods, offering a variety of housing types and affordable options within the neighborhood.

2. APPLICABLE DISTRICTS

- a. Neighborhood Collector (BMS-NC) (3.C)
- b. Neighborhood General (BMS-NG) (3.D)

3. STREETScape

- a. In order to maintain the scale and context of a Single-Family house, entries to multiple units shall utilize one Frontage Type.
- b. The use of corner lots for Paired Houses is encouraged. Corner lots are ideally suited for the Building Type providing for individual unit entries on both street frontages and allowing this Multi-family housing type to blend more easily with adjacent Single-Family houses.
- c. On any block that contains four or fewer lots, Paired Houses are limited to one per block and the lot upon which the Paired House is allowed must be identified on the plat face.

4. LOT SIZE

- a. Width: Minimum 50 ft. , Maximum 70 ft.*see 5.c below for alternate width conditions
- b. Depth: Minimum 100 ft.
- c. See applicable District Standards in Section 3 for required setbacks and Build-to-Lines.

5. ACCESS

- a. For mid-block buildings, the main entrances to units shall be accessed directly from and face the street. The mid-block units may have separate entries or may be combined in a single exterior entry. The main entrances to dwelling units shall be accessed directly from and face the Primary (front) street.
- b. Corner sites must utilize both street frontages for separate unit entries.
- c. The preferred access for garages and services is the rear Alley. When built on streets with front access residences, lot must be a min. width of 100 ft. and driveways set apart by 30 ft., lot may be 80 ft. min. width shared drive to rear garage (side yard driveway access). When built on a corner lot condition, maximum width will be 74 ft. to allow a 10 ft. side yard.
- d. Services, including utility access, above ground equipment and trash containers shall be located off of the Alley, where present.

6. BUILDING SIZE AND MASSING

- a. Maximum number of stories: 2.5
- b. Building shall be designed to a scale and massing appropriate for a Single-Family house.
- c. Individual units may either be expressed or designed to resemble one large Single-Family house.
- d. Refer to Section 3 for additional District-specific building height standards.

7. FRONTAGES

- a. Allowed Frontage Types for Paired House are:
 - (1) Forecourt (9.E)
 - (2) Greenbelt (9.F)
 - (3) Porch (9.G)
 - (4) Stoop (9.H)
- b. Refer to Section 9 for Frontage Type definitions and standards.
- c. Refer to Section 3 for applicable District standards for allowed encroachments into required setbacks.

8. LANDSCAPE STANDARDS

- a. Since this Multi-family Building Type is designed to be integrated into a Single-Family neighborhood, the Common standards in 11.C and the Single-Family Landscape standards set forth in Section 11.E.1 are applicable to Paired Houses.

9. SUSTAINABLE STANDARDS

- a. The Common standards in 12. C and Residential Sustainable standards set forth in Section 12.E are applicable to Paired Houses.

10. SITE IMPROVEMENT STANDARDS

- a. The Standards set forth in Section 13 are applicable to Paired Houses.

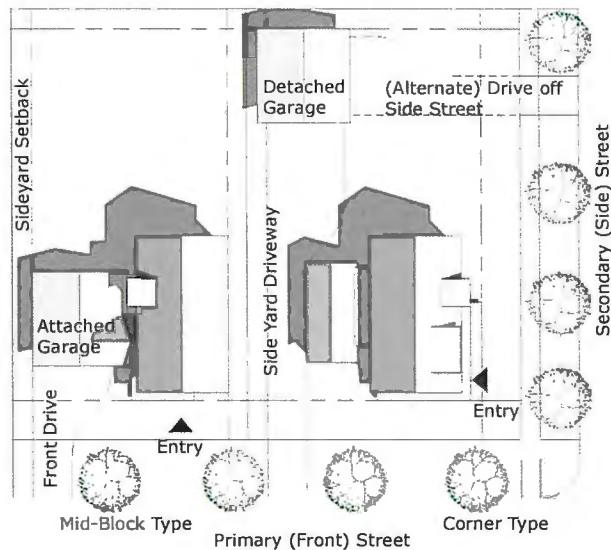
11. PARKING

- a. Parking may be provided in attached or detached parking garages accessed from the Alley where provided. When built on a front load lot, garages shall be set back a minimum of 4 ft. from the front door or 16 ft. or more from the main front facade (side yard driveway access).
- b. Residential Parking quantity requirements by District - See Section 3.
- c. Dwellings may have direct or indirect access to their parking garages.
- d. Tandem parking stalls are allowed to be used for individual residential units.
- e. See Section 13.D for Common Parking Standards.
- f. Additional surface parking, with a minimum of 20 ft., may be provided adjacent to garage. Parking shall be screened from the Primary or Secondary streets by either placement behind a structure, by fencing per Section 13.A.1 and/or landscaped per Section 11.C.7.c.
- g. Refer to Section 3 for additional District-specific parking standards.

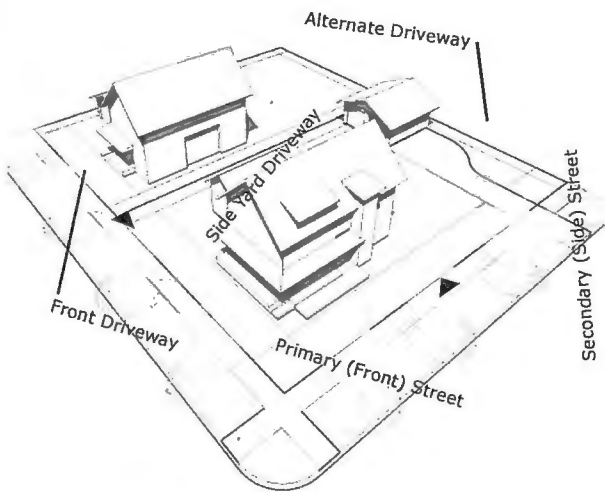
12. ACCESSORY UNITS

- a. Accessory Units are allowed for the Paired Building Type. See Section 8.P for Accessory Unit Building Type Standards.

EXHIBIT 7
8.0 SINGLE-FAMILY HOUSE - STREET ACCESS



Illustrative Plan Diagram



Illustrative Axonometric Diagram



Illustrative Photo: Side Yard Driveway Access



Illustrative Photo: Front Driveway Garage

1. TYPE DESCRIPTION

The Single-Family House - Street Access Building Type is a structure that accommodates one primary residence. Garages are accessed from the street by a side yard or front driveway. This type cannot be used if a rear Alley is provided. Home Occupations may also be allowed per District standards. A variety of lot sizes will allow for a diverse range of Single-Family homes in order to respond to the needs of different households, house sizes, and affordable levels.

2. APPLICABLE DISTRICTS

- a. Neighborhood General (BMS-NG) (3.D)
- b. Neighborhood Edge (BMS-NE) (3.E)

3. STREETScape

- a. Street Access Houses require a design and layout that lessens the visual impact of the garages from the street. The preferred solution is the side yard driveway.
- b. Streetscape diversity is achieved through different models and architectural styles. Each block face shall contain at least three different models. Different models are defined as those with significant variation in floor plan configuration and minor variation in size or number of bedrooms.
- c. Each of the three models must have at least two architectural styles and color schemes. To further differentiate models, vary wall colors and materials.
- d. Not more than two of the same model with the same architectural style can be used on a block face.
- e. Variety in building height is encouraged along a block face.

4. LOT SIZE

- a. Width: Min. 50 ft. for side yard drive, 60 ft. for front drive
- b. Depth: Minimum 100 ft.
- c. See applicable District Standards in Section 3 for required setbacks and Build-to-Lines.

5. ACCESS

- a. The main entry to the building shall be accessed directly from and face the Primary (Front) Street. Corner buildings may have access on Secondary (Side) Street.
- b. Garages and services shall be accessed from the street in either a side yard driveway or front driveway condition. On corner lots the garage may be accessed from the Secondary (side) Street.
- c. A minimum of 40% per block face of Single-Family - Street Access Houses shall have a side yard driveway condition.
- d. A maximum of 60% per block face of Single-Family - Street Access Houses may have a front driveway condition.
 - (1) Garages shall be setback a minimum of 24 ft. from the property line.
- e. Driveways shall be placed a minimum of 30 ft. apart unless combined into a shared driveway condition.
- f. Services, including utility access, above ground equipment and trash containers shall be located off of the street and screened from view.

6. BUILDING SIZE AND MASSING

- a. Maximum number of stories: 2.5
- b. Height may be increased to 3 stories in the BMS-NE District.
- c. Garages shall be secondary to the front elevation of the house and in no case may the garage be more than 40 percent of the structure facade.
 - (1) Detached or semi-detached garages shall be set to the rear of the lot with a side yard driveway. Corner lots may have driveway access from the Secondary (side) Street.
 - (2) Attached garages with a front driveway condition shall be setback a minimum of 4 ft. from the front facade, or reduced (1) story minimum in height from the main portion of the house.
 - (3) Attached garages at corner lots may be accessed from the secondary side street, however the Primary (front) Street facing facade shall have articulation and windows, similar to the front facade.
 - (4) If an attached garage is setback 16 ft. or more from the main facade of the house, or if the conditions of c.(5) below are met, it shall be considered as a side yard driveway condition per 5.c. block face percentage calculation.
 - (5) A garage may be part of a front façade when the garage has a side driveway condition. In these instances, the garage portion of the façade facing the street will feature design elements to match the residence. These elements may include similar window types, an upper story, and/or further architectural articulation complementary to the principal structure.
- d. Refer to Section 3 for additional District-specific building height standards.

7. FRONTAGES

- a. Allowed Frontage Types for Single-Family Houses are:
 - (1) Forecourt (9.E)
 - (1) Porch (9.G)
 - (2) Stoop (9.H)

- b. Refer to Section 9 for Frontage Type definitions and standards.
- c. Refer to Section 3 for applicable District standards for allowed encroachments into required setbacks.

8. LANDSCAPE STANDARDS

- a. The Common standards 11.C and the Single-Family Landscape standards set forth in Section 11.E.1 are applicable to Single-Family Houses.

9. SUSTAINABLE STANDARDS

- a. The Common standards in 12. C and Residential Sustainable standards set forth in Section 12.E are applicable to Single-Family Houses.

10. SITE IMPROVEMENT STANDARDS

- a. The Standards set forth in Section 13 are applicable to Single-Family Houses.

11. PARKING

- a. Residential Parking quantity requirements by District - See Section 3.
- b. Parking may be provided in attached, semi-detached, or detached garages accessed from the street.
- c. Dwellings have direct or indirect access to their garages.
- d. Parking may be provided in Tandem stalls.
- e. Refer to Section 3 for additional District-specific parking standards.

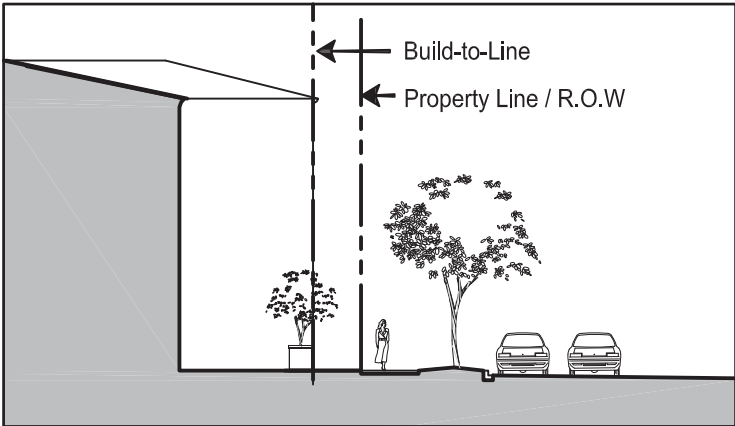
12. ACCESSORY UNITS

- a. Accessory Units are allowed for the Single-Family House - Street Access Building Type. See Section 8.P for Accessory Unit Building Type Standards.

9.E FORECOURT



Illustrative Photo: Residential Entry Court



Standards Diagram Section - Greenbelt

1. DESCRIPTION

The Forecourt Frontage Type is appropriate for either residential or commercial Districts and Building Types. This Frontage includes a small court space that is setback while the majority of the building is placed at or near the frontage line. The Forecourt may be used as an entry court and shared garden space for residential uses, or as additional shopping or restaurant seating areas within commercial districts. This type should be used sparingly along a block frontage.

2. APPLICABLE DISTRICTS

- a. Village Mixed-Use (BMS-VMU) (3.B)
- b. Neighborhood Collector (BMS-NC) (3.C)
- c. Neighborhood General (BMS-NG) (3.D)
- d. Neighborhood Edge (BMS-NE) (3.E)

3. APPLICABLE BUILDING TYPES

- a. All Building Types (Section 8)

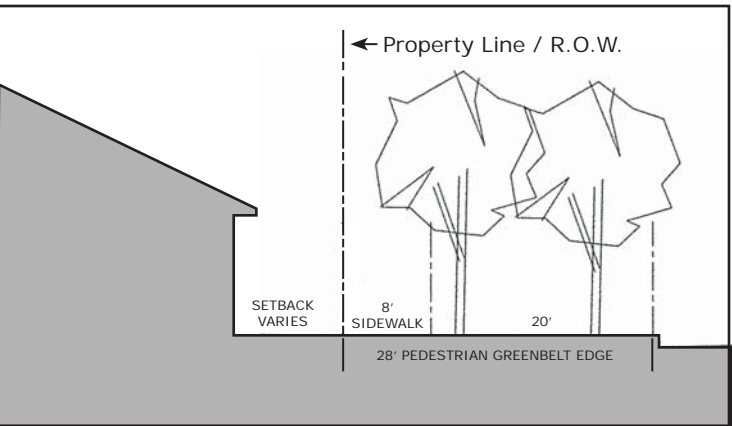
4. STANDARDS

- a. Placement: Court space shall front onto a street. The proportions and solar orientation should be carefully considered for user comfort.
- b. Windows and Doors: Entrances are at sidewalk grade.
- c. Elements: A small wall, hedge or fence shall be placed along the frontage line where it is not defined by a building; see Fencing Standards, section 13.A.
- d. Large trees placed in the Forecourt may overhang the sidewalks.

9.F GREENBELT



Illustrative Photo: Row Houses on Greenbelt



Standards Diagram Section - Greenbelt

1. DESCRIPTION

The Greenbelt Frontage Type is located per the Regulating Plan for Civic Spaces (5.B) primarily along Collector streets and serve as a "green connection" and trail network to amenities throughout the community. This Frontage Type serves as a buffer from the Collector Streets.

2. APPLICABLE DISTRICTS

- a. Neighborhood Collector (BMS-NC) (3.C)
- b. Neighborhood General (BMS-NG) (3.D)

3. APPLICABLE BUILDING TYPES

- a. All Building Types allowed in District (Section 8)

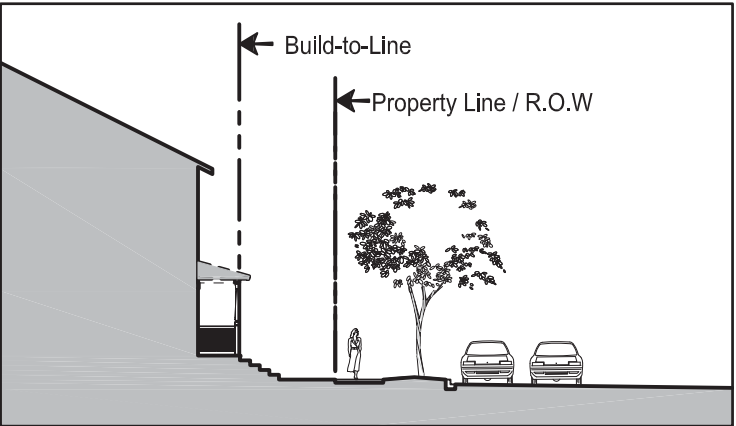
4. STANDARDS

- a. Placement: The Greenbelt frontage creates a deep landscaped setback from the street. Buildings fronting on the greenbelt may have any of the allowable frontages for the Building Type (i.e. Porch, Stoop, etc.)
- b. Windows and Doors: Entrances may be at or above sidewalk grade.
- c. Elements: Frontage onto Greenbelt may be undefined or defined by fence or hedge.
- d. A 8 ft. min. sidewalk located along the property line will provide the public access for adjacent buildings.
- e. When a Primary Trail is co-located within a Greenbelt, the Trail shall take on the development standards of the Greenbelt and no additional sidewalk is required.
- f. The Greenbelt shall be a minimum of 28 ft. deep along building residential Frontages.
- g. See Section 5.H for additional Greenbelt standards.

9.G PORCH



Illustrative Photo: Single-Family Front Porches



Standards Diagram Section - Porch

1. DESCRIPTION

The Porch Frontage Type is appropriate for all residential Districts and Building Types. This Frontage includes a covered roof area enclosing an outdoor room deep enough for seating. The Porch provides a transition between public and private space and creates opportunity for interaction between neighbors.

2. APPLICABLE DISTRICTS

- a. Village Mixed-Use - Residential only (BMS-VMU) (3.B)
- b. Neighborhood Collector (BMS-NC) (3.C)
- c. Neighborhood General (BMS-NG) (3.D)
- d. Neighborhood Edge (BMS-NE) (3.E)

3. APPLICABLE BUILDING TYPES

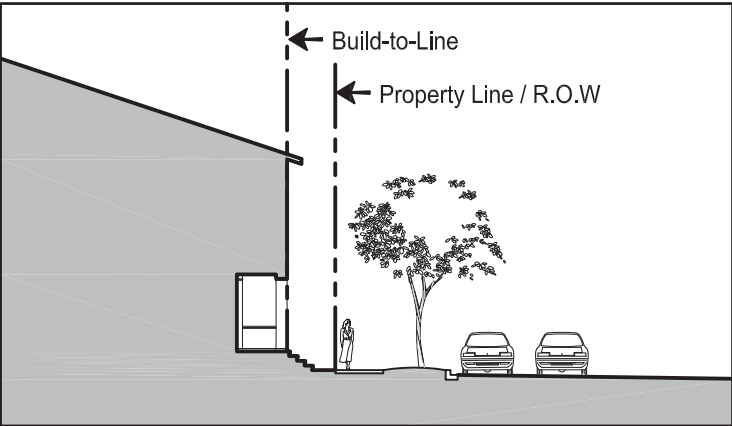
- a. All Residential Building Types (8.F-8.O)

4. STANDARDS

- a. Placement: Building front shall be placed back far enough to allow for a Porch and stair, if required. Stair may encroach into required setback.
- b. Windows and Doors: Entrances may be at or above sidewalk grade.
- c. Elements: Porch shall be no less than 6 ft. deep to allow for usable seating area. However, the Porch may be reduced to a depth of 4.5 ft. to meet house architectural style requirements. Upper floor decks are permitted above the Porch.



Illustrative Photo: Row House Stoop Frontages



Standards Diagram Section -Stoop

1. DESCRIPTION

The Stoop Frontage Type is appropriate for Districts and Building Types that contain higher density housing where the ground floor residential use is close to the frontage line and raised from the street for privacy. This Frontage includes an exterior stair and landing and may be covered.

2. APPLICABLE DISTRICTS

- a. Village Mixed-Use - Residential only (BMS-VMU) (3.B)
- b. Neighborhood Collector (BMS-NC) (3.C)
- c. Neighborhood General (BMS-NG) (3.D)
- d. Neighborhood Edge (BMS-NE) (3.E)

3. APPLICABLE BUILDING TYPES

- a. All Multi-Family Building Types (8.F-8.M)
- b. Single-Family Homes, if appropriate for style (8.N-8.O)

4. STANDARDS

- a. Placement: Building facade may be setback the depth of the entry stair from the sidewalk. Stair may encroach into required setback.
- b. Windows and Doors: Entrances are raised 2 ft.-5 ft. above sidewalk grade.
- c. Elements: The Stoop may include a covered roof, awning, or door may be inset within the building front.

SUPPLEMENTAL STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: Z2014-100

PREPARED BY: RICK SIMON
MEETING DATE: MARCH 26, 2014

GENERAL INFORMATION:

APPLICANT: VSI DEVELOPMENT, LLC

REQUEST: TEXT AMENDMENTS TO THE LAND USE & DEVELOPMENT REGULATIONS FOR THE BADGER MOUNTAIN SOUTH MASTER PLANNED COMMUNITY.

LOCATION: BADGER MOUNTAIN SOUTH, GENERALLY LOCATED SOUTH OF BADGER MOUNTAIN, EAST OF DALLAS ROAD AND NORTH OF REATA ROAD.

REASON FOR REQUEST

The owners of the Badger Mountain South master planned community have identified two more amendments to the Land Use and Development Regulations (LUDR) beyond those that the Commission reviewed at their February meeting.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the proposed zoning amendments to the Badger Mountain South Land Use and Development Regulations (Z2014-100) and submits that:

- 1) The City adopted the Badger Mountain Subarea Plan on September 7, 2010, which includes a detailed master planned community known as "Badger Mountain South".
- 2) The Badger Mountain South master plan includes a finer level of detail than other City planning documents. To fully implement the plan, a more detailed development regulation was needed. Nor Am Investment drafted the Land Use and Development Regulation (LUDR) which was adopted by the City to fully implement the Badger Mountain South master plan.
- 3) The purpose of the LUDR is to:
 - a) Establish neighborhoods with a range of housing styles and types to accommodate a population of diverse ages and incomes;
 - b) Promote health benefits of a walkable, pedestrian environment;
 - c) Establish mixed-use neighborhoods where daily activities can occur within walking distance of most homes;
 - d) Reduce traffic and congestion by creating a traditional neighborhood development street grid;
 - e) Improve the character and quality of the built environment;
 - f) Promote building and landscape design that conserve energy, water and other resources;
 - g) Promote lot and block orientation that accommodates passive solar capture; and

- h) Conserve areas for parks, trails and open spaces by established a connected open space network.
- 4) The LUDR was adopted in December of 2010, was amended in 2012 and has been used to regulate the first development constructed within the Badger Mountain South community, a subdivision of 156 lots, known as West Vineyards.
- 5) Further review of the LUDR has revealed that there are a number of minor corrections, clarifications and improvements that constitute desirable improvements to the LUDR.
- 6) The proposed amendments do not impact the overall intent or purpose of the LUDR. Rather they provide some clarifications, corrections and improvements to the LUDR document.
- 7) The proposed amendments provide some additional development options for housing styles to meet market demands that would not otherwise be available.
- 8) Based on the above findings and conclusions, adoption of the proposed LUDR would be in the best interest of the community of Richland.

RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in Supplemental Staff Report (Z2014-100) and recommend to the City Council adoption of the proposed amendments to the Badger Mountain South Land Use & Development Regulations.

EXHIBITS

- 1. Supplemental Information
- 2. Correspondence from Applicant, dated 3/19/14
- 3. Proposed LUDR Text Amendments
- 4. Illustrations

EXHIBIT (1)

SUPPLEMENTAL INFORMATION

DESCRIPTION

At the February 26th meeting, the Commission conducted a hearing to consider the amendments proposed to 42 sections of LUDR. The applicants still want to move forward with those amendments but are now adding two additional amendments to their request.

In fact, the first of the two amendments proposed is actually a revision to one of the earlier amendments that the Commission considered last month. One of the intentions of the LUDR is to limit the dominance of garages when viewed from the public street. The standard included in the previous amendments was to limit the garage to *“no more than 40% of the structure façade when directly facing the street”*.

After review, this standard is unworkable in the Badger Mountain South community. Single family homes have a minimum of a 2 car garage. The standard width of a two car garage is 24 feet. In order to comply with the garage standard, a home's front building façade would need to be 60 feet in width to be able to accommodate a 24 foot garage. However, many of the lots within the West Vineyards subdivision are 50 to 60 feet in width. When the side yard setbacks are considered, the building enveloped is only 38 to 48 feet in width. So this standard would only limit homes to a single car garage in those circumstances.

The proposed amendment to this standard would eliminate the 40% maximum garage requirement on the front building façade.

In fact, the market for single family homes quite commonly calls for a 3 car garage. The applicants would like to offer that option to their home builders and have sought ways to accommodate a third garage bay while still maintaining the intent to keep the garage secondary to the front elevation of the house. They propose to allow a third garage bay when two conditions are met: First, that the third bay of the garage must be recessed a minimum of 8 feet from the front building façade and secondly that the porch must be increased in size to a minimum of 80 square feet.

The second proposed amendment relates to paired housing (duplexes). It would provide for an enclosed courtyard within the front yard of these units. The current standards limit the height of fencing in the front yard to a maximum of three feet. The attached designs show a configuration of a block of paired housing. After providing for the home, garage and driveway on the lot, there is very limited outdoor space left. An enclosed courtyard would provide some usable outdoor space for the residents of these units and would be an important amenity. The proposed amendment would provide for the enclosed courtyard to extend no further than 4 feet in front of the front porch and no closer to the street than the build to line, which is 10 feet from the edge of the public right of way. The maximum fence height would be limited to five feet.

Copies of the proposed LUDR language and illustrations depicting examples of both the 3 bay garage and the enclosed courtyards are attached.

ANALYSIS

One of the purposes of the LUDR regulations is to “establish mixed-use neighborhoods where daily activities can occur within walking distance of most homes.” One of the ways to ensure that neighborhoods remain walkable is to keep densities high. Higher densities and smaller lots do provide some challenges in accommodating the amenities that the market demands. For some, the lack of a third garage bay or the lack of usable and private outdoor space would significantly detract from the appeal of the home. The applicants have devised reasonable provisions to accommodate the market demands for these amenities while still maintaining the overall intent of the LUDR.

SUMMARY

The proposed amendments to the LUDR are in keeping with the purposes of the original LUDR document and provide additional options for home styles within the Badger Mountain South community and should be approved.

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EXHIBIT (2)



Loren D. Combs
ldc@vsilawgroup.com

March 19, 2014

Sent Via Email: RSimon@ci.richland.wa.us

Mr. Rick Simon
Development Services Manager
City of Richland
P.O. Box 190
Richland, Washington 99352

RE: Our Client: Nor Am Investment LLC
Our File Number: 33266
Project: Badger Mountain South Master Planned Community
Subject matter: Amendment to Exhibit C, Land Use and Development
Regulations (LUDR), of the Master Agreement between the City
of Richland and Nor Am Investment LLC Regarding the
Community Known as Badger Mountain South

Dear Mr. Simon:

I appreciate your willingness to review additional Land Use and Development Regulation (LUDR) amendments for Badger Mountain South and to include them at the Planning Commission's public hearing now scheduled for March 26, 2014. The attachment to this letter includes the additional LUDR amendments that we are proposing. Our desire is that after the Planning Commission's review, these amendments would be included in the set of amendments that will ultimately be considered by the City Council on April 15, 2014.

Amendments to the LUDR are typically the result of: 1) correcting typographic errors or errors of omission; 2) the need to clarify an existing LUDR provision; or 3) the need to meet the local market expectations while still maintaining the integrity of the overall plan and goals of Badger Mountain South to create a walkable, energy-efficient community of neighborhoods and commercial areas. Occasionally an amendment is the result of 4) working through a real life application of the LUDR requirements and recognizing that a particular situation was unforeseen in the original LUDR document.

Mr. Rick Simon
March 19, 2014
Page Two

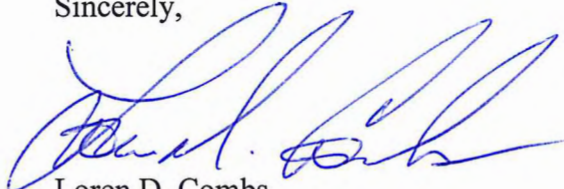
One of the earlier proposed LUDR amendments, reviewed by the Planning Commission last month, was to restrict the size of the garage to no more than 40% of the front facade. However, upon applying this to real world conditions with 50 foot wide lots, the requirement would make it so that a front load two car garage would not be allowed, even if it was otherwise architecturally appealing from the public areas and otherwise allowed. We have thus withdrawn that amendment.

We have proposed a new amendment to the fencing section to allow enclosing small outdoor areas. In an alley load condition on the smaller lots found in Badger Mountain South, there functionally isn't room for a private outdoor living area space on the lot. A local builder has proposed the use of fencing to accommodate these private patio spaces, and, when done within the limitations we have proposed, it will work nicely within the LUDR intent.

Finally, we have tried to accommodate what seems to be the desire for 3 car garages, by allowing the 3 car garages on wider lots, so long as the impact of the 3rd bay is diminished by an additional 8 foot setback, and a significant sized porch feature is added.

We have included illustrations with the proposed amendments to help you visualize how they would apply. I will be present to answer any Planning Commission questions at the public hearing. I would also be happy to provide you with any additional information you may need.

Sincerely,



Loren D. Combs

Enclosures: (1) LUDR Text Amendments
(2) House Plans with Privacy Walls
(3) Front Load Lots w/3 Car Frontage

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EXHIBIT (3)

Proposed LUDR Text Amendments
March 26, 2014

LUDR Section 3.D -- Neighborhood General District

4. Parking

L. Parking Requirements:

(2) Maximum 2 car garage door frontage on front load lots. On alley access lots, and front load lots developed with side-yard garage or with one garage bay recessed a minimum of 8 ft and the house having a front porch of at least 80 sq. ft., 3 car garage door frontages are permitted.

Rationale:

The LUDR intent is to minimize the garage door dominance from the street by limiting a front-load house to a 2 car garage. However this issue is not present either where alley-load lots exist or where the house has a side-yard or side-loaded garage, or when one bay is significantly recessed from the front façade and includes a minimum of an 80 sq. ft. front porch. In these instances the garage doors do not dominate the street view and 3 car garages can be permitted.

LUDR Section 8.D -- Single-Family House -- Street Access

6. Building Size and Massing

c. Garages shall be secondary to the front elevation of the house. ~~and in no case may the garage be more than 40 percent of the structure facade when directly facing the street.~~

(2) Attached garages with a front driveway condition shall be setback a minimum of 4 ft. from the front façade, or reduced (1) story minimum in height from the main portion of the house. ~~When otherwise permitted, attached garages with a front driveway condition may have three bays when one of the bays is recessed from the front facade at least 8 ft and when a Porch Frontage Type is used with a porch of least 80 sq. ft. in size, (see Section 9.G).~~

(4) If an attached garage is setback 16 ft. or more from the main façade of the house, or if the conditions of c.(5) below are met, it shall be considered as a side yard driveway condition per 5.c block face percentage calculation.

(5) A garage may be part of a front facade when the garage has a side driveway condition, ~~in these instances.~~ With a side driveway condition, the garage portion of

the facade facing the street will feature design elements to match the residence. These elements may include similar window types, an upper story, and/or further architectural articulation complementary to the principal structure.

Rationale:

The LUDR requirements and standards for garages and access to single family houses are in place because of the desire to create a neighborhood with variety of house styles and elevations, making the neighborhood more interesting to walk in and live in. However, subsequently to our initial amendment of garages making up no more than 40% of the front facade of a house, we have found that requirement would play havoc with many of the smaller lots within Badger Mountain South – the house and garages would not fit – and thus we have withdrawn this amendment.

To provide more buildable ways to meet the requirement (8.0.5.c) that houses on front access lots have at least 40% per block face with a "side yard driveway condition," we have proposed that when a front-accessed garage extending beyond the residence portion of the facade has a side garage entrance, it will be considered as meeting the standard for a side yard driveway condition. This design feature will increase the variety, interest and diversity of the streetscape, a desired LUDR outcome, and will count towards meeting the 40% requirement.

LUDR Section 13.A --Fencing

J. Residential

a. General Considerations

(4) Privacy screening may be permitted for Hot Tubs/Spas and for enclosed courtyards on lots less than 61 ft. in width, or on alley lots up to 70 ft. when an alley adjoins the side yard.

b. Standards

(12) Enclosed Courtyard Screen.

i. A solid or semi-solid partition constructed of the same or similar materials as the principal structure and either partially or completely surrounding an outdoor living space.

ii. May extend into the front yard setback no more than 4 ft. beyond the front facade/front porch of the principal structure, but in no event beyond the minimum build to line.

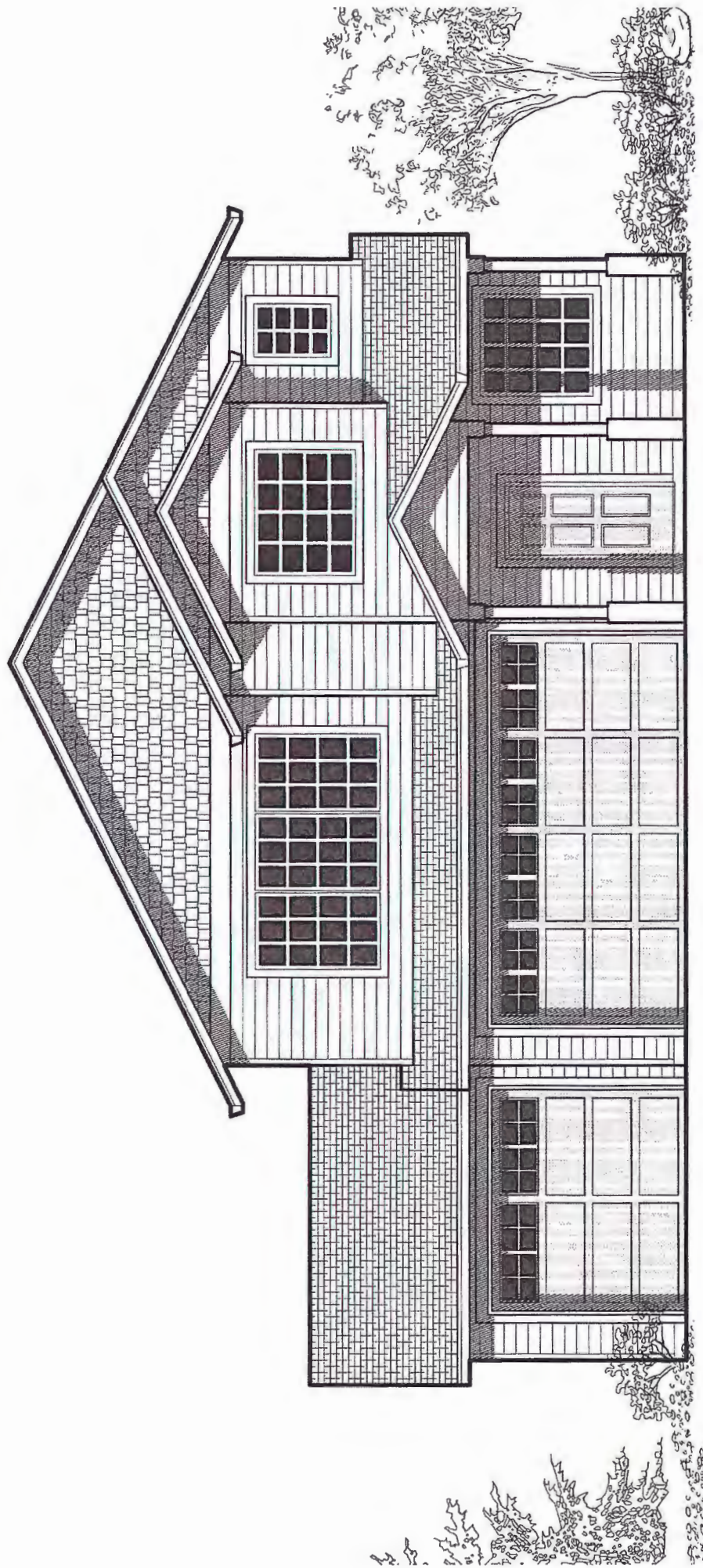
iii. Must be decoratively embellished on the exterior when a solid screen is built.

iv. Maximum height of 5 ft.

Rationale:

Many of the alley load lots in Badger Mountain South range in size from 5,000 sq. ft. to 7,000 sq. ft. When placing a house and garage on these lots it is desirable to also include a private outdoor recreation space. This new amendment would allow those outdoor spaces to be created and placed on the lot in best relationship to the principal structure. It would also set new standards for privacy screens (now allowed only for hot tubs and pools) so that the neighborhood isn't filled with blank screens.

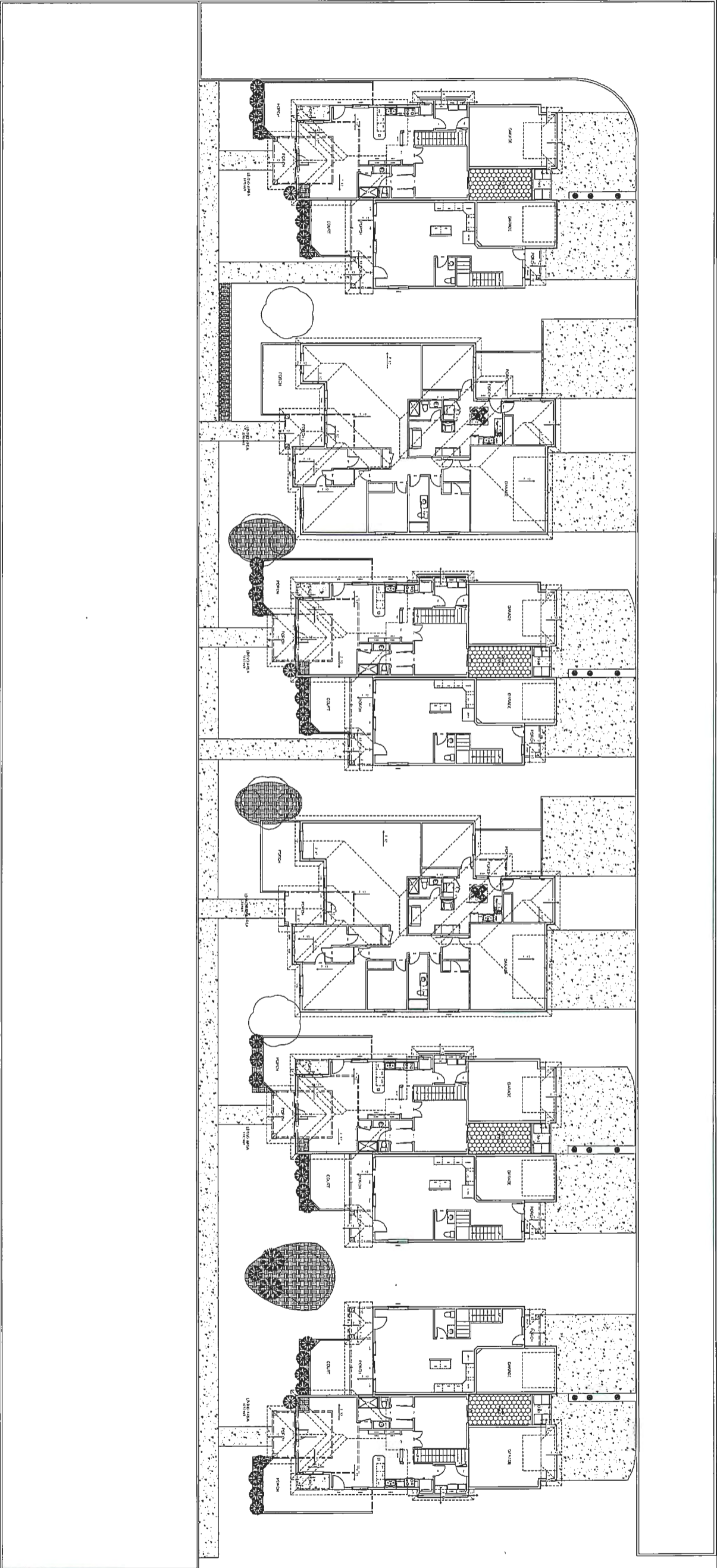
EXHIBIT (4)



FRONT ELEVATION
SCALE 1/4"=1'-0"









EXCERPT

MINUTES

RICHLAND PLANNING COMMISSION MEETING No. 2-2014

Richland City Hall – 550 Swift Boulevard – Council Chamber

WEDNESDAY, February 26, 2014

7:00 PM

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.

PUBLIC HEARING

1. Text amendments to the Land Use Development Regulations for the Badger Mountain South master planned community (Z2014-100)

Mr. Simon reviewed the staff report summarizing 42 proposed changes to various sections of the Land Use Development Regulations which were developed in 2010 and first amended in 2012. Highlighted changes proposed were:

- Identification of the green belt with a 20 foot wide green space between the roadway and the 8 foot sidewalk.
- A map that would eliminate secondary trails in the open space areas.
- A regulated plan for streets, with a sidewalk and planting strip for streets adjoining the open spaces. A proposed standard for no sidewalk on the green space side, which already has a primary trail, and different type of landscaping.
- A standard for a primary trail to have a 2 foot wide paved trail surface with a 2 foot wide gravel shoulder. There should be a 1 foot gravel shoulder one side and a 2 foot wide gravel shoulder on the other.
- A new configuration for duplex garages with living areas in front and garages toward the rear of the property.
- An updated housing photograph to better match the description in the text.

- A photo that better depicts the 20 foot wide green space standard.
- Mr. Simon** recommended approval of the amendments.

Chairman Utz opened the Public Hearing at 8:34 PM.

Loren Combs, Applicant: “I agree with everything that Mr. Simon said. There is a mistake on exhibit 3 that we will fix and he pointed that out to you. The intent was there, the drafting wasn’t. So, we will correct that before it goes to Council. It’s a scrivener’s error. There was a change that was made that was from a sidebar conference with one of the Commissioners at the last workshop. And, she brought to my attention that one of the recommended treatments for outdoor furniture was teakwood. Well, unbeknownst to me, that is not a good thing to have outdoors anymore because it is in a threatened tree species and we shouldn’t be using it in an area that’s supposed to be geared for sustainability. So, we struck teak out of there. So, if any one of you want it back, we did not discuss that. But, I did strike it out in this proposal. So, teak would not be used in the outdoor furniture. Other than that, I’d be glad to answer any questions. One of the big issues that we came up with; we were house cleaning; but in trying to respect the topography, and especially in the smaller lots with alley load. It just didn’t allow us to do some of the things that we needed to do there and we thought that the main thing was to have alley loaded houses. Because, by gosh, we do not want those curb cuts on those primary arterials. So, we want to encourage alley load, and, so we had to make some changes to take care of the terrain difference that has to take place on the very small lots. I’d be glad to answer any questions that you may have for me.”

Chairman Utz closed the Public Hearing at 8:37 PM.

Discussion:

A motion was made by Commissioner Madsen and seconded by Commissioner Boring to concur with the findings and conclusions set forth in Staff Report (Z2014-100) and recommend to the City Council adoption of the proposed amendments to the Badger Mountain South Land Use Development Regulations.

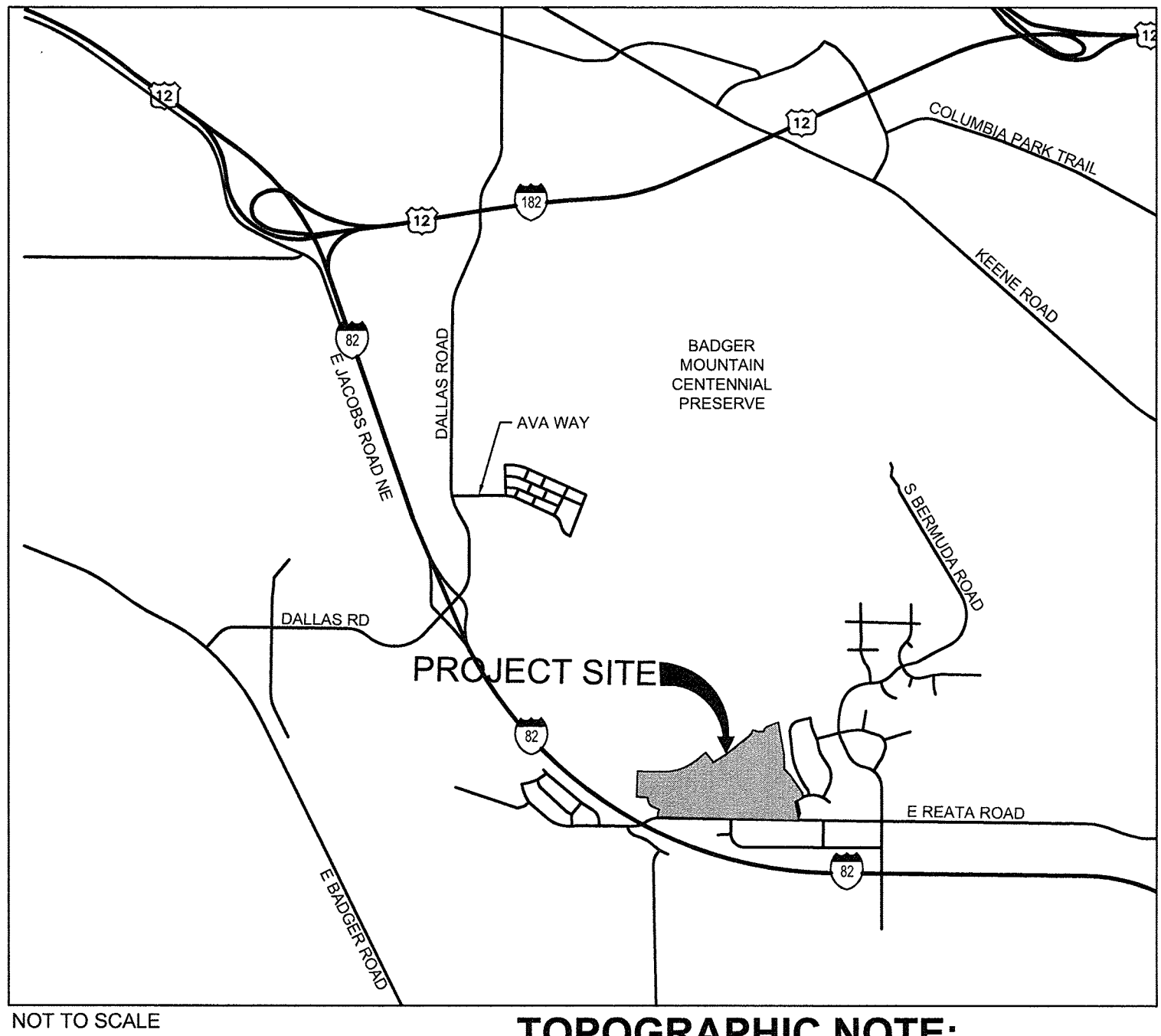
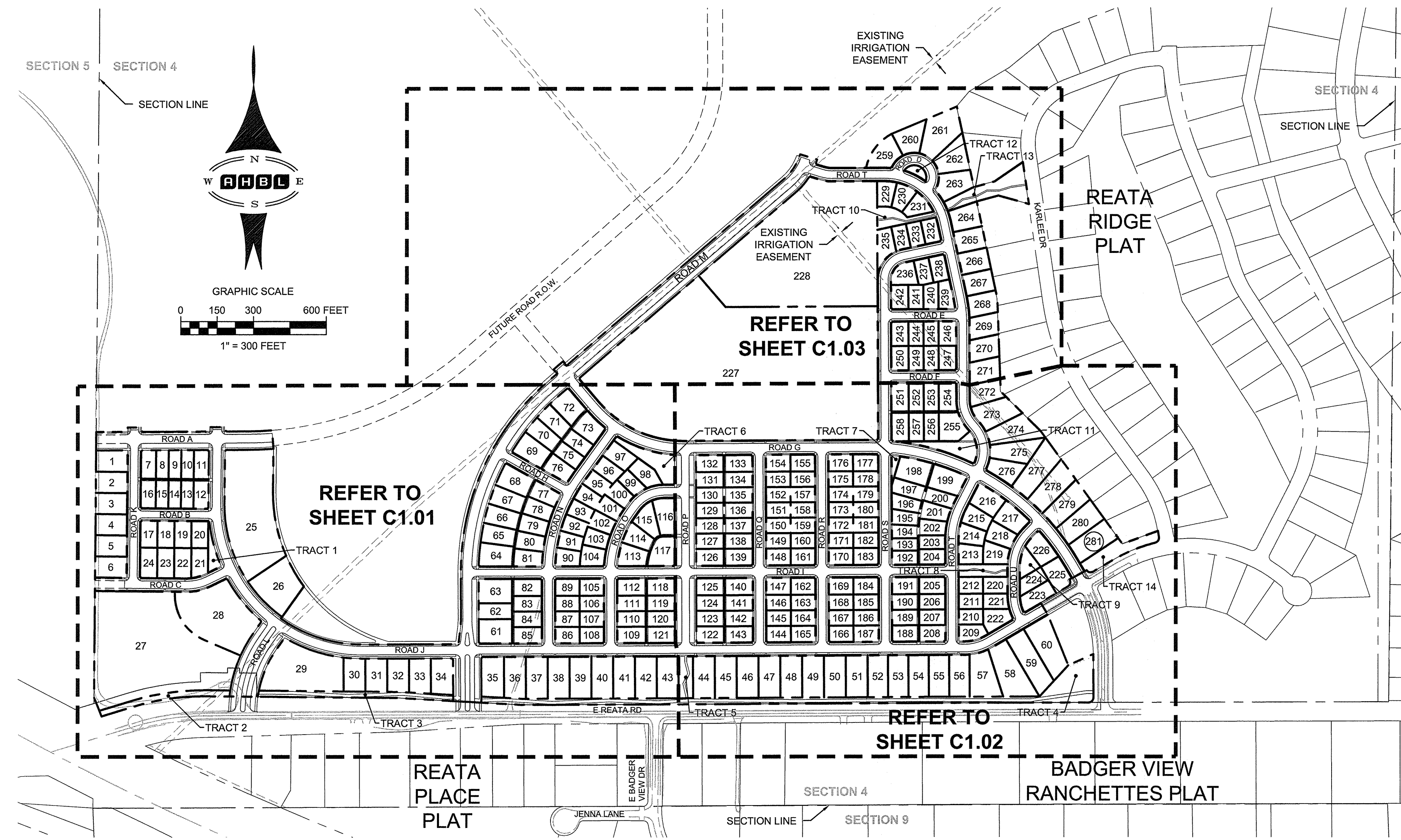
Discussion on the Motion:

Commissioner Berkowitz brought up the concern that without the trail and sidewalk would make it less bike-friendly.

Vice-Chair Moser expressed gratitude for all of the changes that had been made since the workshop and thanked Mr. Combs for keeping the sustainability standards feeling it was important to maintain Badger Mountain South as a sustainable development.

MOTION CARRIED 9-0.

SOUTH ORCHARD 1 PRELIMINARY PLAT
SECTION 4, TOWNSHIP 8N, RANGE 28E
BENTON COUNTY, WA



NOT TO SCALE

SHEET INDEX

SHEET NO.	SHEET TITLE
C0.01	COVER SHEET
C1.01	SITE PLAN
C1.02	SITE PLAN
C1.03	SITE PLAN
C1.04	LOT LINE TABLES
C1.05	LOT LINE AND CURVE TABLES
C1.06	LOT CURVE TABLES
C1.07	LOT SUMMARY TABLES & PROPERTY DESCRIPTIONS
C1.08	C1.08 GREEN INFRASTRUCTURE TABLE
C1.11	SITE DETAILS
C1.12	SITE DETAILS
C1.13	SITE DETAILS
C2.01	CONCEPT UTILITY PLAN
C2.02	CONCEPT UTILITY PLAN
C2.03	CONCEPT UTILITY PLAN
C3.01	CONCEPT SITE LIGHTING PLAN
L-0	OVERALL LANDSCAPE PLAN
L-1	PRELIMINARY LANDSCAPE PLAN
L-2	PRELIMINARY LANDSCAPE PLAN
L-3	PRELIMINARY LANDSCAPE PLAN
L-4	PRELIM. BLOCK PARK PLANS - 6, 9, 10 & 11
L-5	PRELIMIN. LANDSCAPE PLAN SCHEDULES, NOTES & DETAILS

TOPOGRAPHIC NOTE:

THE EXISTING CULTURAL AND TOPOGRAPHIC DATA SHOWN ON THESE DRAWINGS HAS BEEN PREPARED, IN PART, BASED UPON INFORMATION FURNISHED BY OTHERS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, AHBL CANNOT ENSURE ACCURACY AND THUS IS NOT RESPONSIBLE FOR THE ACCURACY OF THAT INFORMATION OR FOR ANY ERRORS OR OMISSIONS WHICH MAY HAVE BEEN INCORPORATED INTO THESE DRAWINGS AS A RESULT.

VERTICAL DATUM:

NAVD 88
BENCHMARK 1 - ELEVATION = 801.875' PER CITY OF RICHLAND SURVEY DEPARTMENT.
SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN. BRASS DISK WITH "K" IN CASE, CENTERLINE OF DALLAS ROAD, APPROXIMATELY 0.75 MILES NORTH OF INTERSTATE 82, EXIT 104.
BENCHMARK 2 - ELEVATION = 1489.377' PER WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, ALSO DESIGNATED AS "ERIE AZI", POINT IDENTIFICATION NUMBER 2668. BRASS DISK STAMPED "ERIE" SET AT GROUND LEVEL, ATOP FIRST SADDLE EASTERLY OF RADIO TOWERS AT THE PEAK OF BADGER MOUNTAIN, APPROXIMATELY 10 FEET NORTH OF THE GRAVEL ACCESS ROAD.

BASIS OF BEARING:

DATUM - NAD 83/91
BASIS OF BEARING - NORTH 77°19'12" EAST ALONG A LINE BETWEEN THE FOLLOWING TWO POINTS:
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, MONUMENT DESIGNATED AS "ERIE AZI", POINT IDENTIFICATION NUMBER 2668. BRASS DISK STAMPED "ERIE" SET AT GROUND LEVEL, ATOP FIRST SADDLE EASTERLY OF RADIO TOWERS AT THE PEAK OF BADGER MOUNTAIN, APPROXIMATELY 10 FEET NORTH OF THE GRAVEL ACCESS ROAD.
N=330320.261
E=1940161.471

WASHINGTON GEODETIC SURVEY DESIGNATION 2263, STATION IS A REBAR AND ALUMINUM CAP APPROXIMATELY 54 FEET WESTERLY OF BENCHMARK 1 ABOVE (ALSO BEING THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN), 54' WESTERLY OF THE CENTERLINE OF DALLAS ROAD, APPROXIMATELY 0.75 MILES NORTH OF INTERSTATE 82, EXIT 104.
N=328485.222
E=1932005.425

PROPERTY DESCRIPTION(S):

REFER TO SHEET C1.07 FOR EXISTING PROPERTY DESCRIPTIONS

EARTHWORK:

CUT: 280,000 CY
FILL: 280,000 CY
NET: 0 CY (BALANCED)

THE ABOVE QUANTITIES ARE ESTIMATES ONLY INTENDED FOR THE PERMITTING PROCESS. DO NOT USE FOR BID PURPOSES. THE QUANTITIES DO NOT ACCOUNT FOR STRIPPINGS, COMPACTION, OR CUT/FILL ADJUSTMENT FACTORS, NOR DO THEY ACCOUNT FOR ROADWAY SECTIONS.

OWNER(S):

NOR AM INVESTMENT, LLC
12513 AVENUE DuBOIS SW
LAKEWOOD, WA 98498-5242
PH: 253.468.8567
CONTACT: LOREN COMBS
EMAIL: ldc@vslawgroup.com

KENNEWICK SCHOOL DISTRICT #17
622 N. KELLOGG
KENNEWICK, WA 99336
PH: 509.222.7667
CONTACT: DOUGLAS M. CARL
EMAIL: doug.carl@ksd.org

CIVIL ENGINEER:

AHBL, INC.
2215 NORTH 30TH STREET, SUITE 300
TACOMA, WA 98403
PH: 253.383.2422
CONTACT: TODD SAWIN, PE, LEED AP
EMAIL: tsawin@ahbl.com

LANDSCAPE ARCHITECT:

BRADLEY DESIGN GROUP, INC.
455B ST HELENS AVENUE
TACOMA, WA 98402
PH: 253.272.4848
CONTACT: KATHLEEN BRADLEY READER, RLA, ASLA
EMAIL: kathleen@bradtree.com

SURVEYOR:

AHBL, INC.
9825 SANDIFUR PARKWAY, SUITE A
PASCO, WA 99301
PH: 509.380.5883
CONTACT: JOHN BECKER, PLS
EMAIL: jbecker@ahbl.com

NOTES:

- ALL RESIDENTIAL STRUCTURES LOCATED WITHIN THIS PLAT SHALL CONFORM TO THE SUSTAINABLE STANDARDS CONTAINED IN SECTION 12 OF THE LAND USE AND DEVELOPMENT REGULATIONS FOR THE BADGER MOUNTAIN SOUTH COMMUNITY.
- LOTS 61, 63, 64, 68, 69, 72, 116, 198, 199, AND 255 SHALL BE MANSION APARTMENTS AS DEFINED IN SECTION 8 OF THE LAND USE AND DEVELOPMENT REGULATIONS FOR BADGER MOUNTAIN SOUTH COMMUNITY.
- PAIRED HOUSING IS ALLOWED ON LOTS 11, 12, 17, 24, 82, 89, 105, 112, 113, 117, 118, 125, 140, 147, 162, 169, 184, 191, 205, 232, 236, 242, 243, 250, 251, AND 256.
- LOT 227 SHALL BE CONSTRUCTED AS A SCHOOL OR WILL BE A FUTURE DEVELOPMENT AREA.
- LOT 228 TO BE CONVEYED TO THE CITY OF RICHLAND FOR A CITY PARK.
- LOT 27 TO ALLOW STORAGE USE PER SECTION 2 OF THE DEVELOPMENT REGULATIONS FOR BADGER MOUNTAIN SOUTH COMMUNITY.
NOTE: THIS REQUIRES LANDSCAPE SCREENING.
- IRRIGATION LINES TO BE REMOVED FROM LOTS AND EASEMENT RELINQUISHED AS PART OF FINAL PLAT.

GREEN INFRASTRUCTURE:

REFER TO SHEET C1.08 FOR GREEN INFRASTRUCTURE SUMMARY TABLES.

APPLICANT:

VSI DEVELOPMENT, LLC
3600 PORT OF TACOMA ROAD, SUITE 311
TACOMA, WA 98424
PH: 253.468.8567
CONTACT: LOREN COMBS
EMAIL: ldc@vslawgroup.com

PROJECT INFORMATION:

PROJECT PARCELS INCLUDE 104884000002000,
104884030001000 AND A PORTION OF 104881000002007

TOTAL SITE AREA: 126.80 AC (5,523,357 SF)

RIGHT-OF-WAY DEDICATION: 31.96 AC (1,392,339 SF)

TOTAL TRACT AREA: 5.59 AC (243,643 SF)

TOTAL LOT AREA: 89.24 AC (3,887,375 SF)

TOTAL NUMBER OF LOTS: 281

AVERAGE LOT SIZE: 13,834 SF

MINIMUM LOT SIZE: 5,588 SF

MAXIMUM LOT SIZE: 610,592 SF

LOT SETBACKS:

NEIGHBORHOOD COLLECTOR:
FRONT COMMERCIAL GROUND FLOOR = 0 FT
FRONT RESIDENTIAL GROUND FLOOR = 10 FT
SIDE COMMERCIAL GROUND FLOOR = 0 FT
SIDE RESIDENTIAL GROUND FLOOR = 10 FT
SIDE STREET = 0 FT MIN.; 6 FT MAX.
REAR WITHOUT ALLEY = 15 FT MIN.
REAR WITH ALLEY = 4 FT OR 16 FT (WITH PARKING)

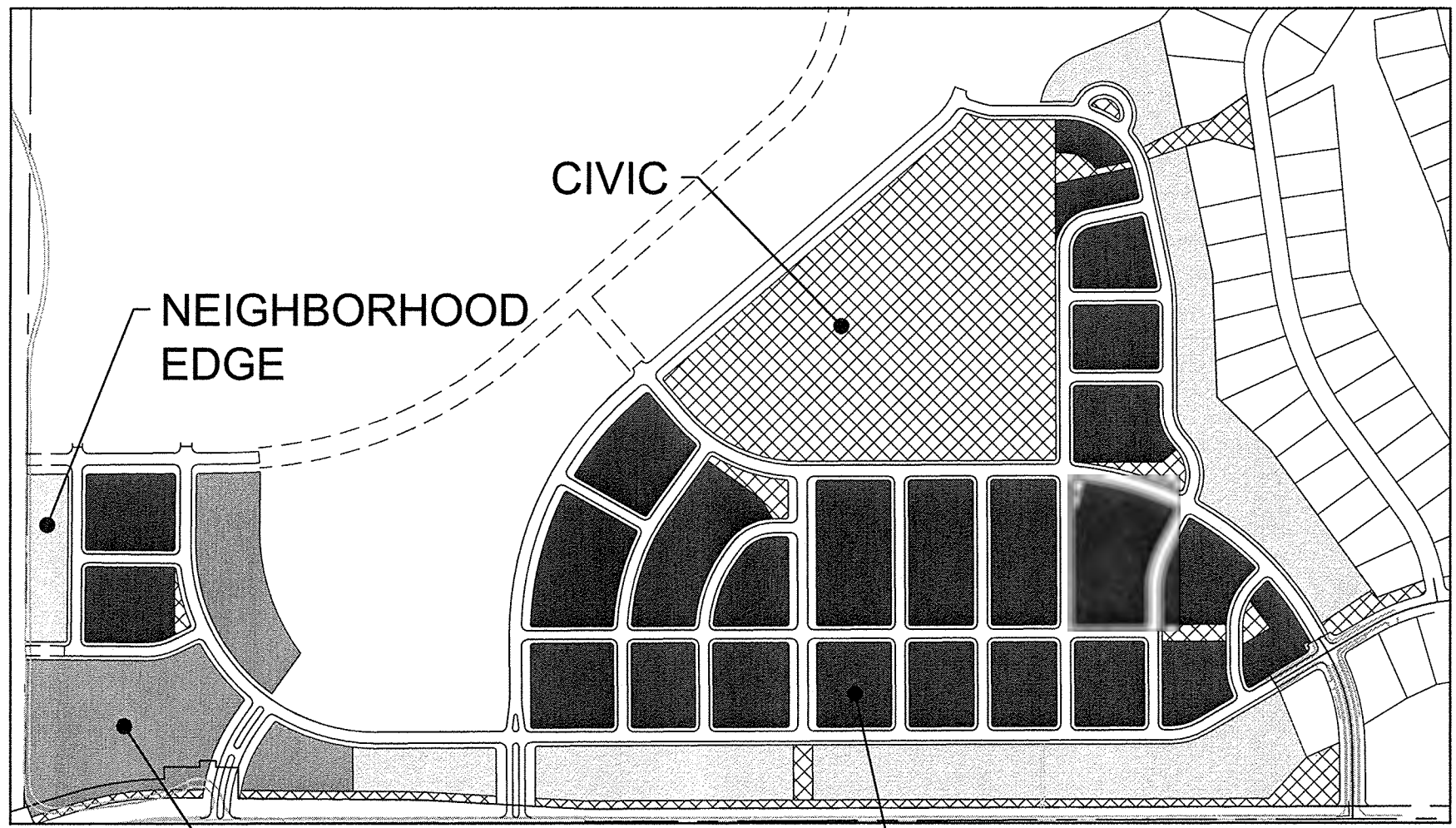
NEIGHBORHOOD GENERAL:
FRONT BUILDING = 10 FT MIN.; 20 FT MAX.
SIDE YARD = 6 FT MIN.
STREET SIDE = 10 FT MIN.
REAR WITHOUT ALLEY = 15 FT MIN.
REAR WITH ALLEY = 4 FT OR 16 FT (WITH PARKING)

NEIGHBORHOOD EDGE:
FRONT BUILDING = 15 FT MIN.; 25 FT MAX.
SIDE YARD = 6 FT MIN.
STREET SIDE = 10 FT MIN.
REAR = 15 FT MIN.

CIVIL:
NO SETBACKS REQUIRED

LOT SUMMARY TABLE:

REFER TO SHEET C1.07 FOR LOT AND TRACT SUMMARY TABLES.



ZONING MAP
SCALE: 1"=500'



Know what's below.
Call before you dig.

Project Title:

SOUTH ORCHARD 1
PRELIMINARY PLAT

A BADGER MOUNTAIN SOUTH DEVELOPMENT

Applicant:

VSI DEVELOPMENT, LLC

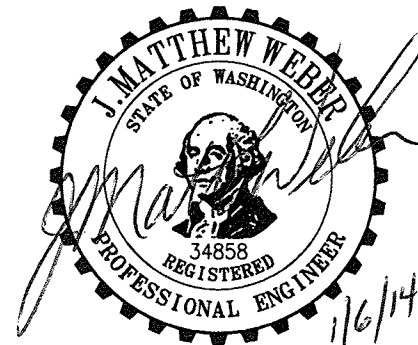
Job No.

2133005.10

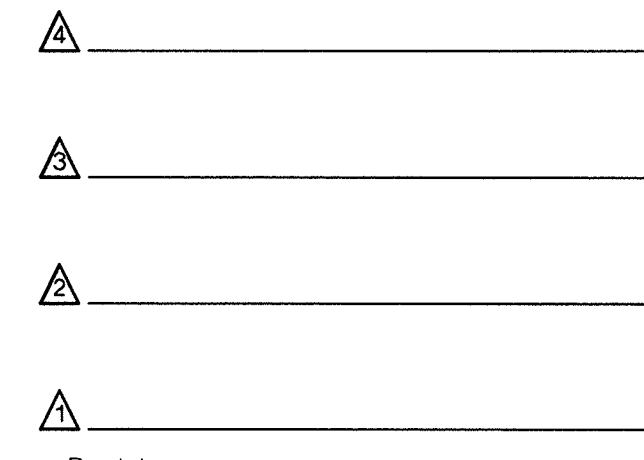
Issue Set & Date:

PRELIMINARY PLAT

01.06.2014



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Revisions:

Sheet Title:

COVER SHEET

Designed by: LDJ
Drawn by: SAS
Checked by: JMW

Sheet No.

C0.01

1 of 22 Sheets

SOUTH ORCHARD 1 PRELIMINARY PLAT

SECTION 4, TOWNSHIP 8N, RANGE 28E

BENTON COUNTY, WA

Project Title:
**SOUTH ORCHARD 1
PRELIMINARY PLAT**
A BADGER MOUNTAIN SOUTH DEVELOPMENT

Applicant:
VSI DEVELOPMENT, LLC

Job No.
2133005.10

Issue Set & Date:
PRELIMINARY PLAT

01.06.2014



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Revisions:

Sheet Title:

SITE PLAN

Designed by: LDJ Drawn by: SAS Checked by: JMW

Sheet No.

C1.01

2 of 22 Sheets

MATCHLINE SEE SHEET C1.03

MATCHLINE SEE SHEET C1.02

ORCHARD GREEN

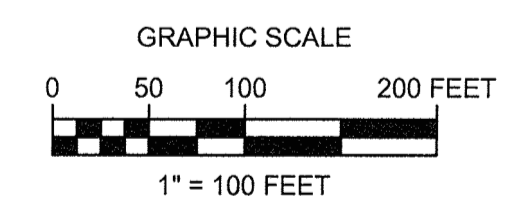
20' EXISTING WATER EASEMENT

73' R.O.W.

ROAD J

E REATA RD

JENNA LANE



PARCEL ID: 104884040000001
CANDY MOUNTAIN LLC
82480 E REATA ROAD
KENNEWICK, WA 99338

PARCEL ID: 104884040000001
REATA PLACE DEVELOPMENT LLC
UND. STATUS, LOT 1
KENNEWICK, WA 99338

PARCEL ID: 104884040000002
REATA PLACE
DEVELOPMENT LLC
UND. STATUS, LOT 2
KENNEWICK, WA 99338

PARCEL ID: 104884040000003
REATA PLACE
DEVELOPMENT LLC
UND. STATUS, LOT 3
KENNEWICK, WA 99338

PARCEL ID: 104884040000004
JOHN F AND GAIL WARD
83239 E REATA ROAD
KENNEWICK, WA 99338

PARCEL ID: 104884040000005
MELANIE COFFEY
83335 E REATA ROAD
KENNEWICK, WA 99338

PARCEL ID: 104884040000006
REATA PLACE DEVELOPMENT LLC
UND. STATUS, LOT 6
KENNEWICK, WA 99338

PARCEL ID: 104884040000007
PAUL & KATHA GARDNER
UND. STATUS, LOT 7
KENNEWICK, WA 99338

PARCEL ID: 104884040000008
GEORGE & AMANDA BOOTH IV
UND. STATUS, LOT 8
KENNEWICK, WA 99338

PARCEL ID: 104884040000009
LARRY & WENDY BECKER
UND. STATUS, LOT 9
KENNEWICK, WA 99338

PARCEL ID: 104884040000010
DOUGLAS & JANET FLOHR
85115 E REATA ROAD
KENNEWICK, WA 99338

PARCEL ID: 104884040000012
CODY & CHARMAINE BENDER
85411 E BADGER VIEW DR
KENNEWICK, WA 99338

PARCEL ID: 104884040000013
BENJAMIN & SHARON GENTRY
UND. STATUS, LOT 13
KENNEWICK, WA 99338

PARCEL ID: 104884040000011
TANNER & DESIREE LINDSTROM
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KENNEWICK, WA 99338



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SOUTH ORCHARD 1 PRELIMINARY PLAT

SECTION 4, TOWNSHIP 8N, RANGE 28E

BENTON COUNTY, WA

Civil Engineers
Structural Engineers
Landscape Architects
Community Planners
Land Surveyors
Neighbors

AHBL
TACOMA · SEATTLE
SPOKANE · TRI-CITIES
2215 North 30th Street, Suite 300 Tacoma, WA 98403
253.383.2422 TEL 253.383.2572 FAX www.ahbl.com WEB

Project Title:
**SOUTH ORCHARD 1
PRELIMINARY PLAT**
A BADGER MOUNTAIN SOUTH DEVELOPMENT

Applicant:
VSI DEVELOPMENT, LLC

Job No.
2133005.10

Issue Set & Date:
PRELIMINARY PLAT
01.06.2014



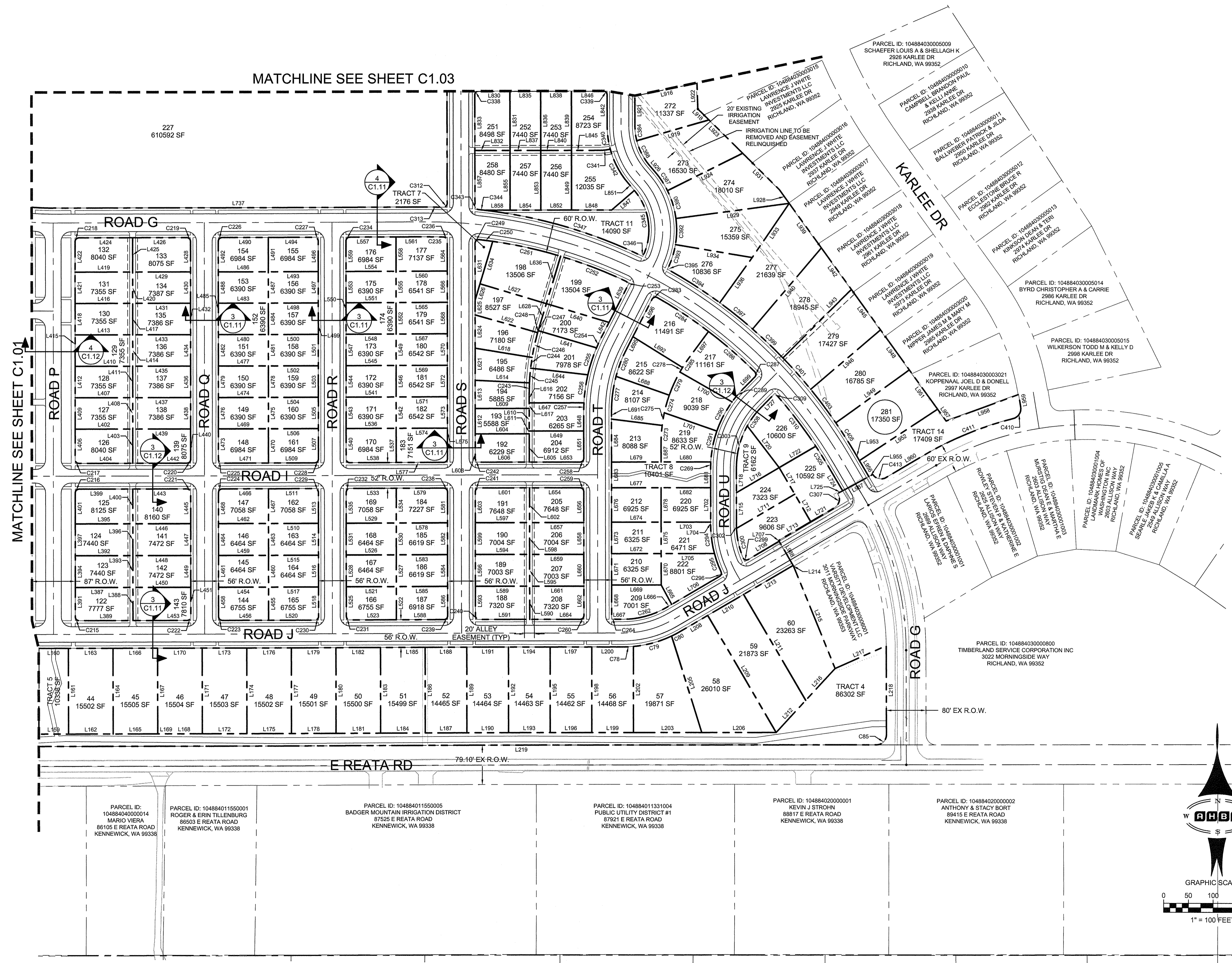
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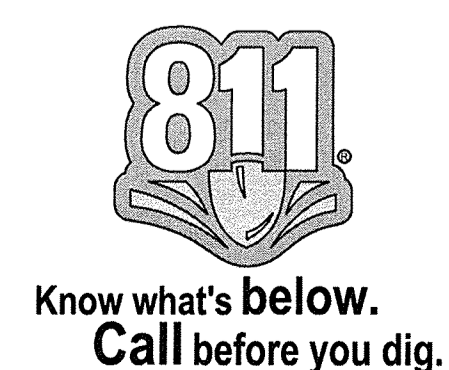
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SOUTH ORCHARD 1 PRELIMINARY PLAT
SECTION 4, TOWNSHIP 8N, RANGE 28E
BENTON COUNTY, WA

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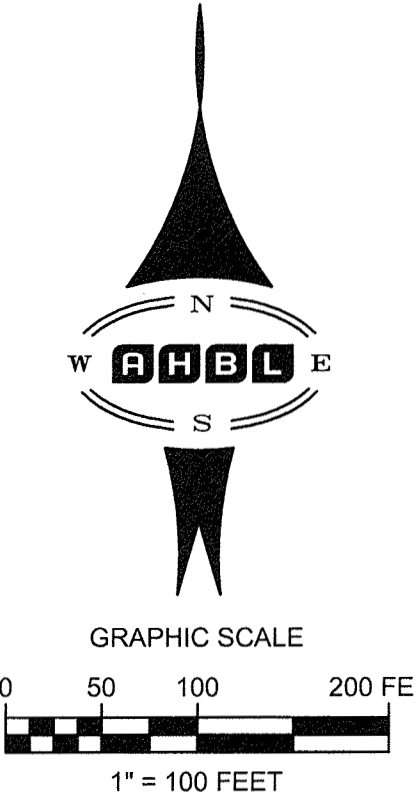
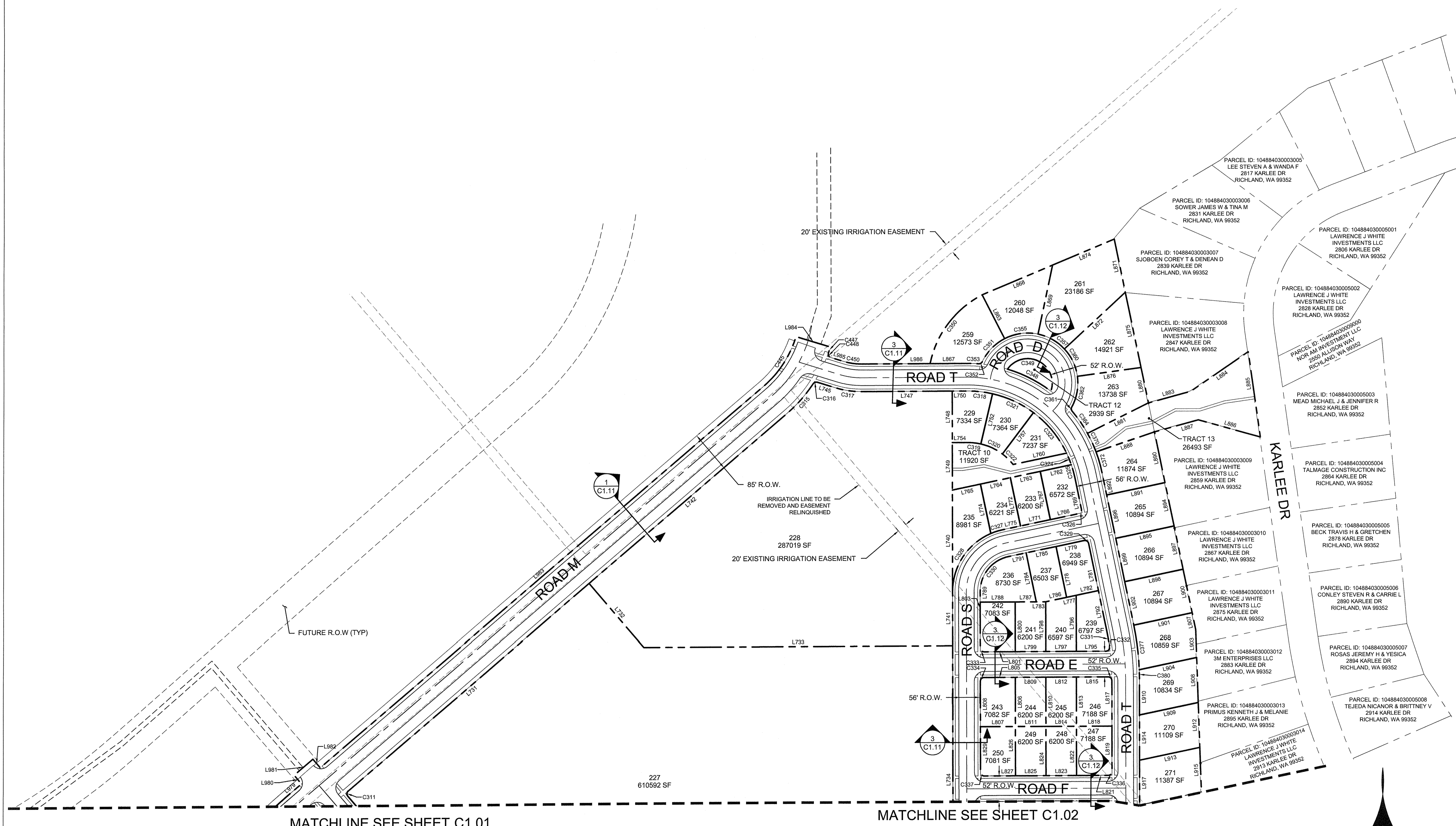


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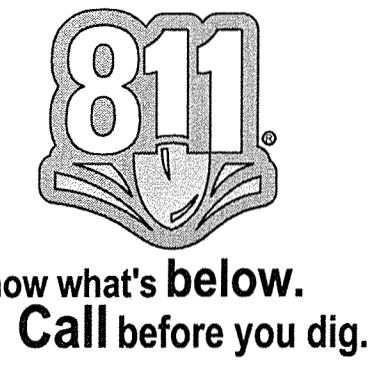
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4 of 22 Sheets



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SOUTH ORCHARD 1 PRELIMINARY PLAT

SECTION 4, TOWNSHIP 8N, RANGE 28E

BENTON COUNTY, WA

LOT LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N0° 27' 48"E	87.35
L2	N89° 44' 48"E	122.02
L4	S0° 27' 59"W	81.39
L5	N89° 32' 01"W	129.60
L6	N0° 27' 48"E	87.33
L7	S0° 27' 59"W	87.33
L8	N89° 32' 01"W	129.60
L9	N0° 27' 48"E	87.33
L10	S0° 27' 59"W	87.33
L11	N89° 32' 01"W	129.59
L12	N0° 27' 48"E	87.33
L13	S0° 27' 59"W	87.33
L14	N89° 32' 01"W	129.59
L15	N0° 27' 48"E	87.33
L16	S0° 27' 59"W	87.33
L17	N89° 32' 01"W	129.59
L18	N0° 27' 48"E	87.33
L19	S0° 27' 59"W	79.83
L21	N89° 32' 01"W	122.08
L22	N89° 32' 01"W	62.00
L23	N0° 27' 59"E	111.79
L24	N89° 44' 48"E	54.60
L25	S0° 27' 59"W	119.97
L26	N89° 32' 01"W	52.00
L27	N89° 44' 48"E	52.00
L28	S0° 27' 59"W	120.63
L29	N89° 32' 01"W	52.00
L30	N89° 44' 48"E	52.00
L31	S0° 27' 59"W	121.28
L32	N89° 32' 01"W	52.00
L33	N89° 44' 48"E	52.00
L34	S0° 27' 59"W	121.93
L35	N89° 32' 01"W	62.00
L36	N89° 44' 48"E	54.41
L37	S0° 28' 00"W	115.12
L38	S0° 28' 00"W	99.31
L39	N89° 32' 01"W	54.62
L40	N0° 27' 59"E	119.29
L41	N89° 32' 01"W	52.00
L42	N0° 27' 59"E	119.29
L43	N89° 32' 01"W	52.00
L44	N0° 27' 59"E	119.29
L45	N89° 32' 01"W	52.00
L46	N0° 27' 59"E	119.29
L47	N0° 27' 59"E	111.79
L48	N89° 32' 01"W	54.50
L49	N0° 27' 59"E	103.35
L51	S89° 32' 01"E	62.73
L52	S0° 27' 59"W	110.85
L53	N89° 32' 01"W	70.23
L54	S89° 32' 01"E	70.23
L55	S0° 27' 59"W	110.85
L56	N89° 32' 01"W	70.23
L57	S89° 32' 01"E	70.23
L58	S0° 27' 59"W	110.85
L59	N89° 32' 01"W	70.23
L60	N89° 32' 01"W	69.30
L61	S89° 32' 01"E	66.75
L63	S0° 27' 59"W	110.40
L67	S63° 59' 47"W	53.67

LOT LINE TABLE		
LINE #	BEARING	DISTANCE
L68	N0° 27' 59"E	101.08
L69	S63° 59' 47"W	13.21
L71	N0° 27' 59"E	123.93
L73	N89° 32' 01"W	51.04
L74	N0° 27' 59"E	125.00
L75	N89° 32' 01"W	70.23
L76	N0° 27' 59"E	125.00
L78	N0° 27' 59"E	117.50
L79	N89° 32' 01"W	62.73
L80	S56° 11' 04"W	191.16
L81	N0° 27' 59"E	215.45
L82	N89° 44' 48"E	90.20
L83	S0° 28' 38"W	175.76
L84	S35° 28' 17"W	154.91
L85	N0° 27' 48"E	437.77
L86	S89° 32' 01"E	329.41
L87	S0° 27' 59"W	12.37
L89	S66° 47' 13"E	164.47
L91	N89° 29' 19"W	101.11
L93	S72° 56' 12"W	135.70
L94	N21° 43' 03"W	59.21
L96	S89° 32' 01"E	47.68
L98	N63° 59' 47"E	66.88
L102	S35° 28' 17"W	48.88
L103	N21° 43' 03"W	25.08
L105	N89° 29' 19"W	98.05
L106	S72° 56' 12"W	133.67
L107	N89° 28' 54"W	349.97
L108	N35° 28' 17"E	48.88
L109	S0° 11' 38"E	139.36
L110	N89° 28' 54"W	90.01
L111	N89° 48' 22"E	12.55
L112	S0° 11' 38"E	135.72
L113	N89° 28' 54"W	90.01
L114	N89° 48' 22"E	90.00
L115	S0° 11' 38"E	136.84
L116	N89° 28' 54"W	51.86
L117	N89° 48' 22"E	90.00
L118	S0° 11' 38"E	139.77
L119	N86° 45' 45"W	38.21
L120	N86° 45' 45"W	90.16
L121	N89° 48' 22"E	90.00
L122	S0° 11' 38"E	145.17
L123	N86° 45' 45"W	92.18
L124	N89° 48' 22"E	84.51
L125	S0° 11' 38"E	143.18
L126	S0° 11' 38"E	24.92
L127	N86° 46' 02"W	220.32
L128	N89° 29' 11"W	586.27
L129	N86° 46' 02"W	94.18
L130	N0° 11' 38"W	155.01
L132	N89° 48' 22"E	86.51
L133	S0° 11' 38"E	168.14
L134	S89° 47' 57"W	19.18
L135	N86° 46' 02"W	70.94
L136	N89° 48' 22"E	90.00
L137	S0° 11' 38"E	172.38
L138	S89° 47' 57"W	90.00
L139	N89° 48' 22"E	90.00
L140	S0° 11' 38"E	172.37

LOT LINE TABLE		
LINE #	BEARING	DISTANCE
L141	S89° 47' 57"W	90.00
L142	N89° 48' 22"E	90.00
L143	S0° 11' 38"E	172.35
L144	S89° 47' 57"W	90.00
L145	N89° 48' 22"E	90.00
L146	S0° 11' 38"E	172.34
L147	S89° 47' 57"W	90.00
L148	N89° 48' 22"E	90.00
L149	S0° 11' 38"E	172.33
L150	S89° 47' 57"W	90.00
L151	N89° 48' 22"E	90.00
L152	S0° 11' 38"E	172.32
L153	S89° 47' 57"W	90.00
L154	N89° 48' 22"E	90.00
L155	S0° 11' 38"E	172.31
L156	S89° 47' 57"W	90.01
L157	N89° 48' 22"E	89.99
L158	S0° 12' 03"E	172.30
L159	S89° 47' 57"W	60.00
L160	N89° 48' 22"E	60.00
L161	S0° 12' 03"E	172.29
L162	S89° 47' 57"W	89.97
L163	N89° 48' 22"E	89.99
L164	S0° 11' 38"E	172.28
L165	S89° 47' 57"W	90.00
L166	N89° 48' 22"E	90.00
L167	S0° 11' 38"E	172.27
L168	S89° 47' 57"W	72.55
L169	S89° 47' 57"W	17.45
L170	N89° 48' 22"E	90.00
L171	S0° 11' 38"E	172.26
L172	S89° 47' 57"W	90.00
L173	N89° 48' 22"E	90.00
L174	S0° 11' 38"E	172.25
L175	S89° 47' 57"W	90.00
L176	N89° 48' 22"E	90.00
L177	S0° 11' 38"E	172.24
L178	S89° 47' 57"W	90.00
L179	N89° 48' 22"E	90.00
L180	S0° 11' 38"E	172.23
L181	S89° 47' 57"W	90.00
L182	N89° 48' 22"E	90.00
L183	S0° 11' 38"E	172.22
L184	S89° 47' 57"W	90.00
L185	N89° 48' 22"E	90.00
L186	S0° 11' 38"E	172.21
L187	S89° 47' 57"W	84.00
L188	N89° 48' 22"E	84.00
L189	S0° 11' 38"E	172.20
L190	S89° 47' 57"W	84.00
L191	N89° 48' 22"E	84.00
L192	S0° 11' 38"E	172.19
L193	S89° 47' 57"W	84.00
L194	N89° 48' 22"E	84.00
L195	S0° 11' 38"E	172.18
L196	S89° 47' 57"W	84.00
L197	N89° 48' 22"E	84.00
L198	S0° 11' 38"E	172.17
L199	S89° 47' 57"W	84.00
L200	N89° 48' 22"E	63.49

LOT LINE TABLE		
LINE #	BEARING	DISTANCE
L202	S0° 11' 38"E	173.08
L203	S89° 47' 57"W	137.85
L205	S17° 32' 58"E	203.39
L206	S89° 47' 57"W	150.10
L208	N59° 29' 49"E	64.37
L209	S30° 30' 11"E	273.10
L210	N59° 29' 49"E	84.00
L211	S30° 30' 11"E	247.68
L212	S42° 39' 48"W	87.76
L213	N59° 29' 49"E	115.83
L214	S30° 23' 12"E	2.00
L215	S22° 10' 51"E	222.74
L216	S42° 39' 48"W	87.33
L217	N65° 48' 23"E	113.02
L218	S0° 13' 13"E	179.29
L219	S89° 47' 57"W	1432.92
L220	S89° 47' 57"W	907.36
L221	N86° 46' 02"W	164.37
L222	N0° 11' 38"W	25.04
L224	N0° 11' 38"W	92.50
L225	N89° 48' 22"E	140.00
L226	S0° 11' 38"E	33.00
L227	S0° 11' 38"E	67.00
L228	S89° 48' 22"W	132.50
L229	N0° 11' 38"W	65.00
L230	N89° 48' 22"E	140.00
L231	S0° 11' 38"E	34.00
L232	S0° 11' 38"E	31.00
L233	N0° 11' 38"W	92.50
L235	N89° 48' 22"E	132.50
L236	S0° 11' 38"E	70.00
L237	S0° 11' 38"E	30.00
L238	S82° 44' 14"E	140.14
L239	S44° 21' 00"W	132.36
L240	S77° 49' 29"E	140.23
L241	S73° 01' 46"E	140.32
L242	S68° 10' 29"E	140.40
L243	S60° 37' 23"E	132.82
L244	S53° 10' 46"E	140.58
L245	N60° 37' 23"W	132.91
L246	S48° 37' 52"E	138.59
L247	S37° 23' 16"W	4.68
L248	S37° 23' 16"W	52.55
L249	S44° 04' 58"E	131.38
L250	S37° 23' 16"W	7.88
L251	S37° 23' 16"W	58.22
L252	N49° 26' 25"E	33.32
L253	S40° 33' 35"E	113.66
L254	S37° 23' 16"W	36.05
L255	S40° 33' 35"E	5.83
L256	S35° 50' 38"W	77.36
L257	N54° 09' 22"W	116.65
L258	S35° 50' 38"W	62.89
L259	N54° 09' 22"W	118.34
L260	S89° 48' 22"W	112.86
L261	S54° 09' 22"E	119.97
L262	S35° 50' 38"W	12.68
L263	S60° 37' 23"E	112.88
L264	N67° 25' 03"W	120.00
L265	N72° 44' 06"W	120.00

LOT LINE TABLE		
LINE #	BEARING	DISTANCE
L266	N78° 03' 10"W	120.00
L267	N89° 22' 12"W	120.00
L268	S89° 48' 22"W	112.89
L269	N89° 48' 22"E	112.50
L271	S0° 11' 38"E	62.50
L272	S89° 48' 22"W	120.00
L273	S89° 48' 22"W	120.00
L274	S0° 11' 38"E	64.00
L275	S89° 48' 22"W	120.00
L277	S0° 11' 38"E	59.50
L279	S89° 48' 22"W	112.50
L280	N89° 48' 22"E	100.00
L281	S0° 11' 38"E	67.00
L282	S89° 48' 22"W	92.50
L284	N0° 11' 38"W	59.50
L285	N89° 48' 22"E	100.00
L286	S0° 11' 38"E	64.00
L287	N35° 50' 38"E	31.12
L288	N89° 48' 22"E	100.00
L289	S0° 11' 38"E	64.00
L290	N0° 11' 38"W	64.00
L292	N89° 48' 22"E	92.50
L293	S0° 11' 38"E	70.00
L294	N0° 11' 38"W	62.50
L296	S89° 48' 22"W	92.24
L297	S80° 59' 52"E	100.00
L299	S74° 40' 36"E	100.00
L302	S68° 21' 24"E	100.00
L305	S62° 02' 10"E	100.00
L307	S55° 42' 47"E	100.00
L310	N35° 50' 38"E	53.85
L311	S54° 09' 22"E	102.66
L313	S54° 09' 22"E	112.66
L314	S44° 21' 00"W	44.87
L317	N35° 50' 38"E	71.44
L318	N35° 50' 38"E	77.44
L319	S54° 09' 22"E	124.24
L320	S44° 21' 00"W	64.06
L321	S44° 21' 00"W	14.23
L322	N35° 50' 38"E	13.94
L323	S0° 11' 38"E	106.90
L324	S89° 48' 22"W	38.71
L325	N29° 21' 25"W	69.46
L326	N54° 09' 22"W	84.00
L327	N45° 42' 46"W	111.96
L328	N45° 42' 46"W	98.50
L329	S35° 50' 38"W	31.12
L330	N54° 09' 22"W	100.00
L331	N61° 55' 10"W	100.00
L332	N69° 57' 30"W	100.00
L333	N77° 59' 50"W	100.00
L334	S89° 48' 22"W	93.13
L335	N89° 48' 22"E	92.50
L337	S0° 11' 38"E	62.50
L338	S89° 48' 22"W	100.00
L339	S0° 11' 38"E	64.00
L340	S89° 48' 22"W	100.00
L341	S0° 11' 38"E	64.00
L342	S89° 48' 22"W	100.00
L343	S0° 11' 38"E	59.50

LOT LINE TABLE		
LINE #	BEARING	DISTANCE
L345	S89° 48' 22"W	92.50
L346	S89° 48' 22"W	111.75
L348	N0° 11' 38"W	59.50
L349	N89° 48' 22"E	119.25
L350	S0° 11' 38"E	67.00
L351	N0° 11' 38"W	64.00
L352	N89° 48' 22"E	119.25
L353	S0° 11' 38"E	64.00
L354	S0° 11' 38"E	64.00
L355	N0° 11' 38"W	64.00
L356	N89° 48' 22"E	119.25
L357	N0° 11' 38"W	62.50
L359	N89° 48' 22"E	111.75
L360	S0° 11' 38"E	70.00
L361	S71° 44' 28"E	120.00
L363	S89° 48' 22"W	112.29
L364	S52° 20' 13"E	121.28
L367	N35° 50' 38"E	31.12
L368	S13° 21' 08"E	150.79
L370	N89° 48' 22"E	38.71
L371	S0° 11' 38"E	147.82
L372	S89° 48' 22"W	50.07
L374	S0° 11' 38"E	116.18
L375	S89° 48' 22"W	109.21
L376	N89° 48' 22"E	111.25
L378	S0° 11' 38"E	62.50
L379	S89° 48' 22"W	118.75
L380	S0° 11' 38"E	64.00
L381	S89° 48' 22"W	118.75
L382	S0° 11' 38"E	64.00
L383	S89° 48' 22"W	116.75
L384	S0° 11' 38"E	59.50
L386	S89° 48' 22"W	111.75
L387	N89° 48' 22"E	116.25
L388	S0° 11' 38"E	67.00
L389	S89° 48' 22"W	108.75
L391	N0° 11' 38"W	59.50
L392	N89° 48' 22"E	116.25
L393	S0° 11' 38"E	64.00
L394	N0° 11' 38"W	64.00
L395	N89° 48' 22"E	116.25
L396	S0° 11' 38"E	64.00
L397	N0° 11' 38"W	64.00
L399	N89° 48' 22"E	108.75
L400	S0° 11' 38"E	70.00
L401	N0° 11' 38"W	62.50
L402	N89° 48' 22"E	116.25
L403	S0° 11' 38"E	69.27
L404	S89° 48' 22"W	108.75
L406	N0° 11' 38"W	61.77
L407	N89° 48' 22"E	116.25
L408	S0° 11' 38"E	63.27
L409	N0° 11' 38"W	63.27
L410	N89° 48' 22"E	116.25
L411	S0° 11' 38"E	63.27
L412	N0° 11' 38"W	63.27
L413	N89° 48' 22"E	116.25
L414	S0° 11' 38"E	63.27
L415	N0° 11' 38"W	63.27
L416	N89° 48' 22"E	116.25

SOUTH ORCHARD 1 PRELIMINARY PLAT

SECTION 4, TOWNSHIP 8N, RANGE 28E

BENTON COUNTY, WA

LOT LINE TABLE		
LINE #	BEARING	DISTANCE
L626	N16° 31' 55"E	34.10
L627	S73° 28' 05"E	139.78
L628	S16° 40' 29"W	53.14
L631	N0° 11' 52"W	114.51
L634	S16° 31' 55"W	89.58
L636	S16° 40' 29"W	100.00
L639	S27° 00' 54"W	81.98
L640	N73° 28' 05"W	132.00
L641	N73° 47' 46"W	122.66
L642	S27° 00' 54"W	32.60
L644	N83° 36' 08"W	116.21
L647	S89° 48' 22"W	110.47
L648	S0° 11' 38"E	39.41
L649	S89° 48' 22"W	110.00
L651	S0° 11' 38"E	55.44
L653	S89° 48' 22"W	102.50
L654	N89° 48' 22"E	101.93
L656	S0° 11' 38"E	62.50
L657	S89° 48' 22"W	109.43
L658	S0° 11' 38"E	64.00
L659	S89° 48' 22"W	109.43
L660	S0° 11' 38"E	64.00
L661	S89° 48' 22"W	109.43
L662	S0° 11' 38"E	59.50
L664	S89° 48' 22"W	101.93
L665	S28° 23' 37"E	44.56
L666	S59° 29' 49"W	12.81
L667	S89° 48' 22"W	15.69
L668	N0° 11' 38"W	61.75
L669	N89° 48' 22"E	100.00
L670	S0° 11' 38"E	63.25
L671	N0° 11' 38"W	63.25
L672	N89° 48' 22"E	100.00
L673	N0° 11' 38"W	63.25
L674	N89° 48' 22"E	100.00
L675	S0° 11' 38"E	63.25
L676	N0° 11' 38"W	69.25
L677	N89° 48' 22"E	100.00
L678	S0° 11' 38"E	69.25
L679	N89° 48' 22"E	100.00
L680	N89° 48' 22"E	100.31
L681	S0° 11' 38"E	40.21
L682	S89° 48' 22"W	100.00
L683	N0° 11' 38"W	52.00
L684	N0° 11' 38"W	86.88
L685	S83° 03' 06"E	103.04
L687	S0° 11' 38"E	38.13
L688	S70° 38' 50"E	113.90
L691	N0° 11' 38"W	15.48
L692	S68° 22' 14"E	117.73
L695	N27° 00' 54"E	29.11
L696	N27° 00' 54"E	85.07
L697	S36° 22' 24"W	65.63
L699	S44° 36' 43"W	33.52
L700	N60° 26' 26"W	121.28
L701	N70° 58' 46"W	112.25
L702	S0° 11' 38"E	69.25
L703	S89° 48' 22"W	100.00
L704	S0° 11' 38"E	5.18
L705	S89° 48' 22"W	107.59

LOT LINE TABLE		
LINE #	BEARING	DISTANCE
L706	S59° 29' 49"W	111.92
L707	S30° 23' 12"E	2.10
L708	S59° 29' 49"W	72.13
L711	N59° 29' 49"E	136.06
L712	S30° 30' 11"E	63.88
L713	S59° 28' 54"W	74.99
L715	N0° 11' 38"W	64.21
L716	N59° 29' 49"E	100.00
L717	S30° 30' 11"E	62.00
L718	N0° 11' 38"W	50.43
L720	S37° 33' 58"E	106.34
L721	S59° 28' 54"W	55.75
L722	N59° 29' 49"E	85.58
L724	S30° 30' 11"E	55.23
L725	S61° 25' 57"W	11.21
L727	N44° 36' 43"E	31.12
L731	N49° 26' 25"E	642.83
L732	S40° 33' 35"E	171.21
L733	N89° 48' 08"E	626.83
L734	S0° 11' 52"E	542.68
L737	S89° 48' 11"W	758.21
L739	N40° 33' 35"W	119.49
L740	S0° 11' 52"E	206.36
L741	S0° 11' 52"E	109.09
L742	N49° 26' 25"E	526.94
L745	S72° 51' 51"E	38.51
L747	N89° 48' 08"E	184.05
L748	S0° 11' 52"E	104.40
L749	S0° 11' 52"E	96.07
L750	N89° 48' 08"E	31.24
L752	S13° 03' 10"W	104.44
L754	S89° 48' 22"W	31.12
L757	S36° 54' 13"W	104.59
L760	S78° 07' 31"W	110.81
L762	S78° 07' 31"W	64.30
L763	S78° 07' 31"W	62.00
L764	S78° 07' 31"W	62.00
L765	S78° 07' 31"W	58.23
L766	S78° 07' 31"W	58.50
L767	N11° 52' 29"W	100.00
L769	S11° 52' 29"E	65.09
L771	S78° 07' 31"W	62.00
L772	N11° 52' 29"W	100.00
L774	N11° 52' 29"W	102.54
L775	S78° 07' 31"W	36.65
L777	S78° 07' 31"W	19.99
L778	N11° 52' 29"W	105.47
L779	N78° 07' 31"E	58.50
L781	S11° 52' 29"E	97.97
L782	S78° 07' 31"W	46.01
L783	S89° 48' 22"W	19.07
L784	N11° 52' 29"W	101.61
L785	N78° 07' 31"E	62.00
L786	S78° 07' 31"W	43.32
L787	S89° 48' 22"W	42.93
L788	S89° 48' 22"W	70.95
L789	S0° 11' 52"E	21.57
L791	N78° 07' 31"E	36.65
L792	S11° 52' 29"E	84.78
L795	S89° 48' 22"W	60.08

LOT LINE TABLE		
LINE #	BEARING	DISTANCE
L796	N0° 11' 38"W	112.82
L797	S89° 48' 22"W	62.00
L798	N0° 11' 38"W	100.00
L799	S89° 48' 22"W	62.00
L800	N0° 11' 38"W	100.00
L801	S89° 48' 22"W	63.44
L803	N0° 11' 52"W	92.50
L805	N89° 48' 22"E	63.44
L806	S0° 11' 38"E	100.00
L807	S89° 48' 22"W	70.93
L808	N0° 11' 52"W	92.50
L809	N89° 48' 22"E	62.00
L810	S0° 11' 38"E	100.00
L811	S89° 48' 22"W	62.00
L812	N89° 48' 22"E	62.00
L813	S0° 11' 38"E	100.00
L814	S89° 48' 22"W	62.00
L815	N89° 48' 22"E	64.50
L817	S0° 11' 38"E	92.50
L818	S89° 48' 22"W	72.00
L819	S0° 11' 38"E	92.50
L821	S89° 48' 22"W	64.50
L822	N0° 11' 38"W	100.00
L823	S89° 48' 22"W	62.00
L824	N0° 11' 38"W	100.00
L825	S89° 48' 22"W	62.00
L826	N0° 11' 38"W	100.00
L827	S89° 48' 22"W	63.43
L829	N0° 11' 52"W	92.50
L830	N89° 48' 22"E	63.42
L831	S0° 11' 38"E	120.00
L832	S89° 48' 22"W	70.92
L833	N0° 11' 52"W	112.50
L835	N89° 48' 22"E	62.00
L836	S0° 11' 38"E	120.00
L837	S89° 48' 22"W	62.00
L838	N89° 48' 22"E	62.00
L839	S0° 11' 38"E	120.00
L840	S89° 48' 22"W	62.00
L842	S0° 11' 38"E	63.49
L845	S89° 48' 22"W	56.07
L846	N89° 48' 22"E	64.50
L847	S49° 16' 13"W	60.45
L848	S89° 48' 22"W	80.77
L849	N0° 11' 38"W	120.00
L851	S40° 43' 47"E	18.46
L852	S89° 48' 22"W	62.00
L853	N0° 11' 38"W	120.00
L854	S89° 48' 22"W	62.00
L855	N0° 11' 38"W	120.00
L857	N0° 11' 52"W	111.17
L858	S89° 48' 22"W	51.90
L863	S27° 14' 08"E	100.00
L867	S89° 48' 08"W	76.12
L868	N67° 16' 56"E	154.96
L869	S11° 54' 26"W	142.71
L871	S11° 52' 27"E	109.77
L872	S47° 03' 33"W	168.68
L874	N67° 16' 56"E	135.59
L875	S11° 52' 27"E	156.24

LOT LINE TABLE		
LINE #	BEARING	DISTANCE
L876	S82° 12' 41"W	130.44
L880	S11° 52' 27"E	73.46
L881	S63° 31' 43"W	138.13
L883	N74° 49' 07"E	88.74
L884	N55° 30' 21"E	141.77
L885	S8° 10' 30"E	175.00
L886	N74° 27' 52"W	130.79
L887	S74° 49' 07"W	92.21
L888	S71° 13' 49"W	125.22
L890	S11° 52' 27"E	105.02
L891	S78° 07' 31"W	121.05
L892	N11° 52' 29"W	47.50
L894	S11° 52' 27"E	90.00
L895	S78° 07' 31"W	121.05
L896	N11° 52' 29"W	90.00
L897	S11° 52' 27"E	90.00
L898	S78° 07' 31"W	121.05
L899	N11° 52' 29"W	90.00
L900	S11° 52' 27"E	90.00
L901	S78° 07' 31"W	121.05
L902	N11° 52' 29"W	90.00
L903	S2° 05' 15"E	55.27
L904	S78° 07' 31"W	119.15
L907	S11° 52' 27"E	35.53
L908	S2° 05' 15"E	91.33
L909	S78° 07' 31"W	121.90
L910	N0° 11' 38"W	73.28
L912	S2° 05' 15"E	91.33
L913	S78° 07' 31"W	124.98
L914	N0° 11' 38"W	91.90
L915	S2° 05' 15"E	91.33
L916	S78° 07' 31"W	128.06
L917	N0° 11' 38"W	91.90
L918	S45° 27' 30"E	31.53
L919	S73° 45' 53"W	151.74
L921	N0° 11' 38"W	61.45
L922	S2° 05' 15"E	53.21
L923	S45° 27' 30"E	95.52
L924	S63° 31' 27"W	169.32
L926	N40° 43' 47"W	18.46
L928	S35° 58' 17"E	33.88
L929	S82° 17' 24"W	230.63
L931	S45° 27' 30"E	104.10
L933	S34° 16' 55"W	132.31
L934	N80° 33' 53"W	157.00
L936	S35° 29' 05"W	112.18
L939	S35° 58' 17"E	110.59
L940	S40° 09' 52"W	214.51
L942	S35° 58' 17"E	103.27
L943	S44° 50' 18"W	195.15
L945	S35° 58' 17"E	100.57
L946	S49° 30' 45"W	184.67
L948	S35° 58' 17"E	99.30
L949	S54° 11' 14"W	182.66
L951	S35° 58' 17"E	97.36
L952	S56° 26' 21"W	188.95
L953	N30° 30' 11"W	19.79
L955	S61° 25' 57"W	9.05
L956	N30° 30' 11"W	37.46
L957	S35° 58' 17"E	29.38

LOT LINE TABLE		
LINE #	BEARING	DISTANCE
L958	N69° 51' 47"E	155.92
L959	S9° 18' 12"E	25.87
L960	S59° 22' 54"W	99.94
L961	N89° 29' 11"W	4.91
L962	N89° 29' 19"W	111.82
L963	N0° 27' 48"E	56.00
L964	N0° 27' 48"E	76.01
L965	N89° 44' 48"E	121.72
L966	N0° 27' 59"E	10.40
L967	S89° 32' 01"E	56.00
L968	S0° 27' 59"W	9.49
L969	N89° 44' 48"E	264.02
L970	N0° 27' 59"E	10.49
L971	S89° 32' 01"E	66.00
L972	S0° 27' 59"W	9.46
L973	N89° 44' 48"E	88.55
L974	S4° 20' 21"E	76.00
L975	S35° 28' 17"W	8.00
L976	N89° 48' 22"E	396.88
L977	N7° 06' 52"E	71.63
L978	N0° 11' 38"W	199.06
L979	N49° 26' 25"E	45.82
L980	N40° 33' 35"W	23.00
L981	N49° 26' 25"E	50.00
L982	S40° 33' 35"E	23.00
L983	N49° 26' 25"E	1182.27
L984	S73° 05' 47"E	73.00
L985	S72° 51' 51"E	27.02
L986	N89° 48' 08"E	139.16
L987	S61° 25' 57"W	60.03
L988	S30° 23' 12"E	56.00
L989	N86° 46' 02"W	116.21
L990	N35° 50' 38"E	62.89

LOT CURVE TABLE					
CURVE #	LENGTH (FT)	RADIUS (FT)	DELTA	CHORD BEARING	CHORD (FT)
C2	11.88	7.50	90° 43' 11"	S44° 53' 37"E	10.67
C8	11.78	7.50	90° 00' 00"	S45° 27' 59"W	10.61
C10	11.69	7.50	89° 16' 49"	N45° 06' 23"E	10.54
C16	11.88	7.50	90° 43' 11"	S44° 53' 36"E	10.67
C19	12.33	633.00	1° 06' 58"	S0° 05' 30"E	12.33
C20	11.93	7.50	91° 06' 58"	S44° 54' 30"W	10.71
C25	11.78	7.50	90° 00' 00"	N44° 32' 01"W	10.61
C28	11.78	7.50	90° 00' 00"	N45° 27' 59"E	10.61
C29	2.60	7.50	19° 52' 35"	S79° 35' 44"E	2.59
C30	8.25	7.50	62° 59' 45"	S38° 09' 34"E	7.84
C31	178.59	633.00	16° 09' 53"	S14° 44' 38"E	177.99
C32	11.37	7.50	86° 49' 22"	S20° 35' 06"W	10.31
C33	60.23	172.00	20° 03' 46"	S74° 01' 40"W	59.92
C34	19.23	172.00	6° 24' 25"	S87° 15' 46"W	19.22
C35	11.78	7.50	90° 00' 00"	N44° 32' 01"W	10.61
C36	272.91	650.00	24° 03' 22"	S11° 33' 42"E	270.91
C37	339.25	567.00	34° 16' 55"	N16° 40' 29"W	334.22
C39	11.69	7.50	89° 16' 49"	N45° 06' 23"E	10.54
C41	102.58	1438.50	4° 05' 09"	N87° 42' 14"E	102.56
C44	204.98	567.00	22° 42' 46"	N44° 10' 19"W	203.86
C45	146.38	650.00	12° 54' 09"	S30° 02' 28"E	146.07
C47	234.76	200.00	67° 15' 12"	S33° 09' 37"E	221.51
C48	150.06	558.00	15° 24' 30"	S16° 29' 16"W	149.61
C49	314.43	1025.19	17° 34' 23"	S81° 43' 29"W	313.20
C51	109.85	558.00	11° 16' 47"	S29° 49' 54"W	109.67
C52	105.33	228.00	26° 28' 12"	N77° 13' 53"E	104.40
C53	11.37	7.50	86° 49' 22"	S22° 35' 32"E	10.31
C54	215.19	633.00	19° 28' 41"	S38° 55' 12"E	214.16
C55	11.01	7.50	84° 07' 50"	S6° 35' 37"E	10.05
C57	25.19	558.00	2° 35' 11"	S7° 29' 25"W	25.19
C59	306.77	1000.19	17° 34' 23"	S81° 43' 29"W	305.56
C61	188.97	442.00	24° 29' 43"	N23° 13' 26"E	187.53
C63	11.01	7.50	84° 07' 50"	N77° 32' 12"E	10.05
C64	251.54	633.00	22° 46' 05"	S71° 46' 55"E	249.89
C65	77.64	633.00	7° 01' 40"	S86° 40' 48"E	77.59
C71	11.78	7.50	90° 00' 00"	S45° 11' 38"E	10.61
C76	25.30	442.00	3° 16' 48"	N9° 20' 11"E	25.30
C77	11.78	7.50	90° 00' 00"	N44° 48' 22"E	10.61
C78	20.54	228.00	5° 09' 43"	N87° 13' 30"E	20.53
C79	80.42	228.00	20° 12' 30"	N74° 32' 24"E	80.00
C80	19.65	228.00	4° 56' 19"	N61° 57' 59"E	19.65
C85	31.42	19.99	90° 02' 31"	S44° 48' 02"W	28.28
C89	11.78	7.50	90° 00' 00"	N45° 11' 38"W	10.61
C90	11.78	7.50	90° 00' 00"	N44° 48' 22"E	10.61
C91	12.04	7.50	91° 58' 12"	N44° 12' 32"W	10.79
C92	92.22	963.00	5° 29' 13"	N4° 31' 10"E	92.19
C93	7.29	823.00	0° 30' 26"	S7° 05' 01"W	7.29
C94	74.47	823.00	5° 11' 03"	S4° 14' 17"W	74.44
C96	67.18	823.00	3° 16' 48"	S9° 40' 33"W	67.16
C97	81.51	963.00	4° 50' 59"	N9° 41' 16"E	81.49
C98	2.31	823.00	0° 09' 40"	S12° 05' 41"W	2.31
C99	69.91	823.00	4° 52' 02"	S14° 36' 31"W	69.89
C100	81.65	963.00	5° 01' 29"	N14° 32' 30"E	81.63
C101	2.24	823.00	0° 59' 22"	S17° 07' 13"W	2.24
C102	81.59	963.00	4° 51' 17"	N19° 23' 52"E	81.57
C103	67.46	823.00	4° 41' 47"	S19° 32' 47"W	67.44
C104	7.01	823.00	0° 29' 16"	S22° 08' 19"W	7.01
C105	92.21	963.00	5° 29' 11"	N24° 34' 06"E	92.18
C106	12.05	7.50	92° 03' 56"	N73° 20' 39"E	10.80
C108	74.47	823.00	5° 11' 03"	S24° 58' 28"W	74.44

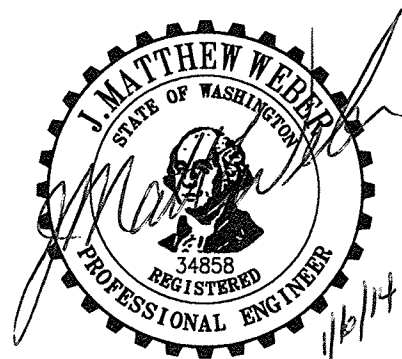
SOUTH ORCHARD 1 PRELIMINARY PLAT
SECTION 4, TOWNSHIP 8N, RANGE 28E
BENTON COUNTY, WA

Project Title:
**SOUTH ORCHARD 1
PRELIMINARY PLAT**
A BADGER MOUNTAIN SOUTH DEVELOPMENT

Applicant:
YSI DEVELOPMENT, LLC

Job No.
2133005.10

Issue Set & Date:
PRELIMINARY PLAT
01.06.2014



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Revisions:

Sheet Title:
LOT CURVE TABLES

Designed by: LDJ Drawn by: SAS Checked by: JMW

Sheet No.

C1.06

7 of 22 Sheets

LOT CURVE TABLE					
CURVE #	LENGTH (FT)	RADIUS (FT)	DELTA	CHORD BEARING	CHORD (FT)
C193	11.78	7.50	90° 00' 00"	N44° 48' 22"E	10.61
C194	60.81	271.00	12° 51' 28"	S11° 49' 49"W	60.69
C196	12.45	7.50	95° 04' 29"	N42° 39' 24"W	11.07
C197	91.30	391.00	13° 22' 41"	N11° 34' 12"E	91.09
C198	94.67	391.00	13° 52' 19"	N25° 11' 42"E	94.43
C199	6.56	40.00	9° 23' 30"	S32° 58' 03"W	6.55
C200	47.36	271.00	10° 00' 45"	S23° 15' 55"W	47.30
C201	25.34	391.00	3° 42' 46"	N33° 59' 14"E	25.33
C203	66.34	122.00	31° 09' 15"	N51° 25' 15"E	65.52
C204	27.22	40.00	38° 59' 04"	S57° 09' 20"W	26.69
C205	48.57	122.00	22° 48' 30"	N78° 24' 07"E	48.25
C207	11.78	7.50	90° 00' 00"	S45° 11' 38"E	10.61
C209	9.19	40.00	13° 09' 30"	S83° 13' 37"W	9.17
C211	11.78	7.50	90° 00' 00"	S44° 48' 22"W	10.61
C213	11.78	7.50	90° 00' 00"	S45° 11' 38"E	10.61
C214	11.40	7.25	90° 00' 00"	S42° 49' 52"W	10.26
C215	11.78	7.50	90° 00' 00"	N45° 11' 38"W	10.61
C216	11.78	7.50	90° 00' 00"	N44° 48' 22"E	10.61
C217	11.78	7.50	90° 00' 00"	N45° 11' 38"W	10.61
C218	11.78	7.50	89° 59' 49"	N44° 48' 16"E	10.61
C219	11.78	7.50	90° 00' 11"	S45° 11' 44"E	10.61
C220	11.78	7.50	90° 00' 00"	S44° 48' 22"W	10.61
C221	11.78	7.50	90° 00' 00"	S45° 11' 38"E	10.61
C222	11.78	7.50	90° 00' 00"	S44° 48' 22"W	10.61
C223	11.78	7.50	90° 00' 00"	N45° 11' 38"W	10.61
C224	11.78	7.50	90° 00' 00"	N44° 48' 22"E	10.61
C225	11.78	7.50	90° 00' 00"	N45° 11' 38"W	10.61
C226	11.78	7.50	89° 59' 49"	N44° 48' 16"E	10.61
C227	11.78	7.50	90° 00' 11"	S45° 11' 44"E	10.61
C228	11.78	7.50	90° 00' 00"	S44° 48' 22"W	10.61
C229	11.78	7.50	90° 00' 00"	S45° 11' 38"E	10.61
C230	11.78	7.50	90° 00' 00"	S44° 48' 22"W	10.61
C231	11.78	7.50	90° 00' 00"	N45° 11' 38"W	10.61
C232	11.78	7.50	90° 00' 00"	N44° 48' 22"E	10.61
C234	11.78	7.50	89° 59' 49"	N44° 48' 16"E	10.61
C235	35.08	940.00	2° 08' 17"	S89° 07' 41"E	35.07
C236	11.50	7.50	87° 51' 40"	S44° 07' 42"E	10.41
C238	11.78	7.50	89° 59' 46"	S45° 11' 45"E	10.61
C239	11.78	7.50	90° 00' 14"	S44° 48' 15"W	10.61
C240	11.78	7.50	89° 59' 46"	N45° 11' 45"W	10.61
C241	11.78	7.50	90° 00' 14"	N44° 48' 15"E	10.61
C242	11.78	7.50	89° 59' 46"	N45° 11' 45"W	10.61
C243	22.09	450.00	2° 48' 44"	S1° 12' 44"W	22.09
C244	21.64	450.00	2° 45' 17"	S7° 46' 31"W	21.63
C245	29.68	450.00	3° 46' 46"	S4° 30' 29"W	29.68
C246	51.32	450.00	6° 32' 03"	S12° 25' 11"W	51.29
C247	3.70	450.00	0° 28' 15"	S16° 28' 21"W	3.70
C248	4.06	450.00	0° 31' 01"	S15° 56' 43"W	4.06
C249	12.63	7.50	96° 30' 53"	N48° 03' 35"E	11.19
C250	27.48	940.00	1° 40' 29"	S82° 50' 44"E	27.48
C251	140.54	940.00	8° 34' 00"	S77° 43' 29"E	140.41
C252	140.95	940.00	8° 35' 29"	S69° 08' 45"E	140.82
C253	12.03	7.50	91° 51' 55"	S18° 55' 03"E	10.78
C254	24.35	328.00	4° 15' 10"	N24° 53' 19"E	24.34
C255	56.94	328.00	9° 56' 48"	S17° 47' 20"W	56.87
C256	56.94	328.00	9° 56' 48"	S7° 50' 32"W	56.87
C257	17.53	328.00	3° 03' 46"	S1° 20' 15"W	17.53
C258	11.78	7.50	90° 00' 00"	S44° 48' 22"W	10.61
C259	11.78	7.50	90° 00' 00"	S45° 11' 38"E	10.61
C260	11.78	7.50	90° 00' 00"	S44° 48' 22"W	10.61

LOT CURVE TABLE					
CURVE #	LENGTH (FT)	RADIUS (FT)	DELTA	CHORD BEARING	CHORD (FT)
C262	90.99	172.00	30° 18' 32"	S74° 39' 06"W	89.93
C264	11.78	7.50	90° 00' 00"	N45° 11' 38"W	10.61
C269	11.80	226.00	2° 59' 25"	S1° 18' 04"W	11.79
C273	36.03	289.00	7° 08' 32"	S3° 22' 38"W	36.00
C274	36.73	289.00	7° 16' 52"	S15° 42' 44"W	36.70
C275	25.84	289.00	5° 07' 24"	S9° 30' 36"W	25.83
C277	71.40	272.00	15° 02' 25"	N7° 19' 34"E	71.20
C278	10.44	289.00	2° 04' 12"	S30° 35' 40"W	10.44
C279	51.48	289.00	10° 12' 24"	S24° 27' 22"W	51.41
C280	57.77	272.00	12° 10' 08"	N20° 55' 50"E	57.66
C283	12.11	7.50	92° 29' 54"	N73° 15' 51"E	10.84
C284	123.94	940.00	7° 33' 16"	S56° 42' 34"E	123.85
C285	23.93	289.00	4° 44' 37"	S34° 00' 05"W	23.92
C286	123.71	940.00	7° 32' 26"	S49° 09' 43"E	123.62
C287	11.78	7.50	90° 00' 13"	S0° 23' 23"E	10.61
C289	34.34	226.00	8° 42' 25"	S40° 15' 31"W	34.31
C290	66.60	226.00	16° 53' 05"	S27° 27' 46"W	66.36
C291	64.00	226.00	16° 13' 27"	S10° 54' 30"W	63.78
C294	58.73	226.00	14° 53' 22"	S7° 38' 19"E	58.57
C295	38.77	226.00	9° 49' 44"	S19° 59' 52"E	38.72
C296	11.05	7.50	84° 24' 34"	S17° 17' 33"W	10.08
C299	12.81	7.50	97° 51' 09"	N71° 34' 36"W	11.31
C300	60.69	174.00	19° 59' 00"	N12° 39' 32"W	60.38
C302	7.51	174.00	2° 28' 23"	N1° 25' 50"W	7.51
C303	88.51	174.00	29° 08' 39"	N14° 22' 41"E	87.56
C305	49.62	940.00	3° 01' 29"	S32° 00' 55"E	49.62
C307	32.83	19.99	94° 04' 28"	S12° 27' 14"W	29.26
C308	47.56	174.00	15° 39' 43"	N36° 46' 52"E	47.42
C309	12.32	7.50	94° 07' 00"	S88° 19' 47"E	10.98
C310	127.04	940.00	7° 44' 37"	S37° 23' 58"E	126.95
C311	11.78	7.50	90° 00' 00"	N4° 26' 25"E	10.61
C312	12.04	7.50	91° 58' 46"	S45° 47' 31"W	10.79
C313	34.53	1000.00	1° 58' 43"	N89° 12' 27"W	34.53
C314	398.51	460.00	49° 38' 14"	N65° 22' 42"W	386.17
C315	81.46	289.00	16° 08' 57"	N41° 21' 57"E	81.19
C316	9.67	7.50	73° 50' 41"	N70° 12' 49"E	9.01
C317	53.85	178.00	17° 20' 01"	S81° 31' 52"E	53.64
C318	51.08	222.00	13° 11' 02"	S83° 36' 21"E	50.97
C319	27.05	117.00	13° 14' 48"	N83° 34' 14"W	26.99
C320	48.70	117.00	23° 51' 03"	N65° 01' 18"W	48.35
C321	92.21	222.00	23° 47' 54"	S65° 06' 54"E	91.55
C322	30.52	117.00	14° 56' 39"	N45° 37' 27"W	30.43
C323	107.27	222.00	27° 41' 05"	S39° 22' 24"E	106.23
C324	25.43	222.00	6° 33' 47"	S22° 14' 57"E	25.42
C325	27.48	222.00	7° 05' 35"	S15° 25' 16"E	27.47
C326	11.78	7.50	90° 00' 00"	S33° 07' 31"W	10.61
C327	25.52	128.00	11° 25' 29"	S72° 24' 46"W	25.48
C328	149.45	128.00	66° 53' 54"	S33° 15' 05"W	141.11
C329	11.78	7.50	90° 00' 00"	S56° 52' 29"E	10.61
C330	98.42	72.00	78° 19' 23"	N38° 57' 49"E	90.94
C331	31.03	472.00	3° 46' 02"	S9° 59' 28"E	31.03
C332	12.82	7.50	97° 54' 49"	S40° 50' 57"W	11.31
C333	11.78	7.50	89° 59' 46"	N45° 11' 45"W	10.61
C334	11.78	7.50	90° 00' 14"	N44° 48' 15"E	10.61
C335	11.78	7.50	90° 00' 00"	S45° 11' 38"E	10.61
C336	11.78	7.50	90° 00' 00"	S44° 48' 22"W	10.61
C337	11.78	7.50	89° 59' 46"	N45° 11' 45"W	10.61
C338	11.78	7.50	90° 00' 14"	N44° 48' 15"E	10.61
C339	11.78	7.50	90° 00' 00"	S45° 11' 38"E	10.61
C340	47.30	178.00	15° 13' 36"	S7° 48' 26"E	47.17

LOT CURVE TABLE					
CURVE #	LENGTH (FT)	RADIUS (FT)	DELTA	CHORD BEARING	CHORD (FT)
C341	22.35	96.46	13° 16' 29"	S83° 59' 25"W	22.30
C342	78.63	178.00	25° 18' 33"	S28° 04' 31"E	77.99
C343	10.99	7.50	83° 58' 19"	N42° 11' 02"W	10.03
C344	12.37	1000.00	0° 42' 31"	N83° 48' 56"W	12.37
C345	133.78	122.00	62° 49' 46"	S9° 18' 54"E	127.18
C346	12.20	7.50	93° 09' 54"	S68° 40' 56"W	10.90
C347	326.83	1000.00	18° 43' 33"	N74° 05' 54"W	325.37
C348	99.56	278.00	20° 31' 08"	N63° 02' 01"W	99.03
C349	143.11	50.00	163° 59' 46"	S63° 02' 01"E	99.03
C350	180.88	202.00	51° 18' 24"	N37° 06' 41"E	174.90
C351	66.44	102.00	37° 19' 20"	S44° 06' 13"W	65.27
C352	9.03	7.50	68° 58' 46"	S59° 55' 56"W	8.49
C353	22.41	278.00	4° 37' 11"	N87° 53' 17"W	22.41
C355	69.68	102.00	39° 08' 33"	S82° 20' 09"W	68.34
C357	62.58	102.00	35° 09' 08"	N60° 31' 00"W	61.60
C360	62.58	102.00	35° 09' 08"	N25° 21' 53"W	61.60
C361	9.03	7.50	68° 58' 46"	N5° 59' 57"W	8.49
C362	64.59	102.00	36° 16' 44"	N10° 21' 04"E	63.51
C364	54.75	278.00	11° 17' 03"	N34° 50' 49"W	54.66
C370	41.43	278.00	8° 32' 20"	N24° 56' 08"W	41.39
C372	42.66	278.00	8° 47' 29"	N16° 16' 13"W	42.61
C377	89.08	528.00	9° 40' 00"	N7° 02' 29"W	88.98
C380	18.56	528.00	2° 00' 51"	N1° 12' 04"W	18.56
C384	30.23	122.00	14° 11' 46"	N7° 17' 31"W	30.15
C387	44.28	178.00	14° 15' 14"	N33° 36' 10"W	44.17
C388	56.09	122.00	26° 20' 23"	N27° 33' 36"W	55.59
C390	58.72	178.00	18° 54' 00"	N17° 01' 33"W	58.45
C392	52.85	178.00	17° 00' 40"	N0° 55' 47"E	52.65
C393	45.52	178.00	14° 39' 13"	N16° 45' 43"E	45.40
C394	118.52	1000.00	6° 47' 27"	N57° 17' 28"W	118.45
C395	11.10	7.50	84° 46' 31"	N18° 17' 56"W	10.11
C397	84.71	1000.00	4° 51' 13"	N51° 28' 08"W	84.69
C399	84.52	1000.00	4° 50' 33"	N46° 37' 15"W	84.49
C401	84.41	1000.00	4° 50' 10"	N41° 46' 54"W	84.38
C403	84.29	1000.00	4° 49' 46"	N36° 56' 56"W	84.27
C405	70.36	1000.00	4° 01' 52"	N32° 31' 07"W	70.34
C410	30.06	20.28	84° 55' 59"	S33° 09' 48"W	27.38
C411	184.57	689.41	15° 20' 21"	S67° 57' 37"W	184.02
C413	30.77	19.96	86° 54' 33"	N07° 09' 50"W	27.45
C419	12.47	8.00	89° 16' 49"	N45° 06' 23"E	11.24
C423	12.67	8.00	90° 43' 11"	S44° 53' 37"E	11.38
C425	12.47	8.00	89° 16' 49"	N45° 06' 23"E	11.24
C429	12.67	8.00	90° 43' 11"	S44° 53' 37"E	11.38
C431	97.16	1362.50	4° 05' 09"	N87° 42' 14"E	97.14
C434	357.93	575.00	35° 39' 56"	S72° 21' 40"E	352.18
C437	24.62	193.00	7° 18' 30"	N3° 27' 37"E	24.60
C439	897.47	1036.00	49° 38' 03"	N24° 37' 23"E	869.67
C445	122.66	216.00	32° 32' 13"	N33° 10' 19"E	121.02
C447	12.38	289.00	2° 27' 18"	S18° 07' 51"W	12.38
C448	12.07	7.50	92° 13' 21"	S26° 45' 11"E	10.81
C450	36.91	122.00	17° 20' 01"	S81° 31' 52"E	36.77

SOUTH ORCHARD 1 PRELIMINARY PLAT

SECTION 4, TOWNSHIP 8N, RANGE 28E

BENTON COUNTY, WA

LOT SUMMARY TABLE		
LOT #	AREA (SF)	ACCESS TYPE
1	11415	FRONT LOAD
2	11318	FRONT LOAD
3	11318	FRONT LOAD
4	11317	FRONT LOAD
5	11317	FRONT LOAD
6	11304	FRONT LOAD
7	7403	ALLEY LOAD
8	6256	ALLEY LOAD
9	6290	ALLEY LOAD
10	6324	ALLEY LOAD
11	7572	ALLEY LOAD
12	7385	ALLEY LOAD
13	6203	ALLEY LOAD
14	6203	ALLEY LOAD
15	6203	ALLEY LOAD
16	7384	ALLEY LOAD
17	7773	FRONT LOAD
18	7786	FRONT LOAD
19	7786	FRONT LOAD
20	7681	FRONT LOAD
21	7970	FRONT LOAD
22	8772	FRONT LOAD
23	8779	FRONT LOAD
24	8767	FRONT LOAD
25	101191	FRONT LOAD
26	30320	FRONT LOAD
27	203007	FRONT LOAD
28	65683	FRONT LOAD
29	55295	FRONT LOAD
30	12287	FRONT LOAD
31	12265	FRONT LOAD
32	12400	FRONT LOAD
33	12822	FRONT LOAD
34	13598	FRONT LOAD
35	15530	FRONT LOAD
36	15364	FRONT LOAD
37	15513	FRONT LOAD
38	15512	FRONT LOAD
39	15511	FRONT LOAD
40	15510	FRONT LOAD
41	15509	FRONT LOAD
42	15509	FRONT LOAD
43	15508	FRONT LOAD
44	15502	FRONT LOAD
45	15505	FRONT LOAD
46	15504	FRONT LOAD
47	15503	FRONT LOAD
48	15502	FRONT LOAD
49	15501	FRONT LOAD
50	15500	FRONT LOAD
51	15499	FRONT LOAD
52	14465	FRONT LOAD
53	14464	FRONT LOAD
54	14463	FRONT LOAD
55	14462	FRONT LOAD
56	14468	FRONT LOAD
57	19871	FRONT LOAD
58	26010	FRONT LOAD
59	21873	FRONT LOAD
60	23263	FRONT LOAD

LOT SUMMARY TABLE		
LOT #	AREA (SF)	ACCESS TYPE
61	13988	ALLEY LOAD
62	9100	ALLEY LOAD
63	13988	ALLEY LOAD
64	12716	ALLEY LOAD
65	10584	ALLEY LOAD
66	10630	ALLEY LOAD
67	10618	ALLEY LOAD
68	12730	ALLEY LOAD
69	12767	ALLEY LOAD
70	9924	ALLEY LOAD
71	9625	ALLEY LOAD
72	11965	ALLEY LOAD
73	10356	ALLEY LOAD
74	7389	ALLEY LOAD
75	7495	ALLEY LOAD
76	8726	ALLEY LOAD
77	8071	ALLEY LOAD
78	8268	ALLEY LOAD
79	8268	ALLEY LOAD
80	8268	ALLEY LOAD
81	8067	ALLEY LOAD
82	8388	ALLEY LOAD
83	7680	ALLEY LOAD
84	7680	ALLEY LOAD
85	8028	ALLEY LOAD
86	6688	FRONT LOAD
87	6400	FRONT LOAD
88	6400	FRONT LOAD
89	6988	FRONT LOAD
90	6925	FRONT LOAD
91	6586	FRONT LOAD
92	6585	FRONT LOAD
93	6586	FRONT LOAD
94	6588	FRONT LOAD
95	7055	FRONT LOAD
96	7672	FRONT LOAD
97	9172	FRONT LOAD
98	9052	FRONT LOAD
99	6295	FRONT LOAD
100	7139	FRONT LOAD
101	6734	FRONT LOAD
102	6973	FRONT LOAD
103	6973	FRONT LOAD
104	7926	FRONT LOAD
105	6988	FRONT LOAD
106	6400	FRONT LOAD
107	6400	FRONT LOAD
108	6688	FRONT LOAD
109	7978	ALLEY LOAD
110	7632	ALLEY LOAD
111	7632	ALLEY LOAD
112	8335	ALLEY LOAD
113	9604	ALLEY LOAD
114	8919	ALLEY LOAD
115	9870	ALLEY LOAD
116	11882	ALLEY LOAD
117	12321	ALLEY LOAD
118	8300	ALLEY LOAD
119	7600	ALLEY LOAD
120	7600	ALLEY LOAD

LOT SUMMARY TABLE		
LOT #	AREA (SF)	ACCESS TYPE
121	7945	ALLEY LOAD
122	7777	ALLEY LOAD
123	7440	ALLEY LOAD
124	7440	ALLEY LOAD
125	8125	ALLEY LOAD
126	8040	ALLEY LOAD
127	7355	ALLEY LOAD
128	7355	ALLEY LOAD
129	7355	ALLEY LOAD
130	7355	ALLEY LOAD
131	7355	ALLEY LOAD
132	8040	ALLEY LOAD
133	8075	ALLEY LOAD
134	7387	ALLEY LOAD
135	7386	ALLEY LOAD
136	7386	ALLEY LOAD
137	7386	ALLEY LOAD
138	7386	ALLEY LOAD
139	8075	ALLEY LOAD
140	8160	ALLEY LOAD
141	7472	ALLEY LOAD
142	7472	ALLEY LOAD
143	7810	ALLEY LOAD
144	6755	FRONT LOAD
145	6464	FRONT LOAD
146	6464	FRONT LOAD
147	7058	FRONT LOAD
148	6984	FRONT LOAD
149	6390	FRONT LOAD
150	6390	FRONT LOAD
151	6390	FRONT LOAD
152	6390	FRONT LOAD
153	6390	FRONT LOAD
154	6984	FRONT LOAD
155	6984	FRONT LOAD
156	6390	FRONT LOAD
157	6390	FRONT LOAD
158	6390	FRONT LOAD
159	6390	FRONT LOAD
160	6390	FRONT LOAD
161	6984	FRONT LOAD
162	7058	FRONT LOAD
163	6464	FRONT LOAD
164	6464	FRONT LOAD
165	6755	FRONT LOAD
166	6755	FRONT LOAD
167	6464	FRONT LOAD
168	6464	FRONT LOAD
169	7058	FRONT LOAD
170	6984	FRONT LOAD
171	6390	FRONT LOAD
172	6390	FRONT LOAD
173	6390	FRONT LOAD
174	6390	FRONT LOAD
175	6390	FRONT LOAD
176	6984	FRONT LOAD
177	7137	FRONT LOAD
178	6541	FRONT LOAD
179	6541	FRONT LOAD
180	6542	FRONT LOAD

LOT SUMMARY TABLE		
LOT #	AREA (SF)	ACCESS TYPE
181	6542	FRONT LOAD
182	6542	FRONT LOAD
183	7151	FRONT LOAD
184	7227	FRONT LOAD
185	6619	FRONT LOAD
186	6619	FRONT LOAD
187	6918	FRONT LOAD
188	7320	ALLEY LOAD
189	7003	ALLEY LOAD
190	7004	ALLEY LOAD
191	7648	ALLEY LOAD
192	6229	ALLEY LOAD
193	5588	ALLEY LOAD
194	5885	ALLEY LOAD
195	6486	ALLEY LOAD
196	7180	ALLEY LOAD
197	8527	ALLEY LOAD
198	13506	ALLEY LOAD
199	13504	ALLEY LOAD
200	7173	ALLEY LOAD
201	7978	ALLEY LOAD
202	7156	ALLEY LOAD
203	6265	ALLEY LOAD
204	6912	ALLEY LOAD
205	7648	ALLEY LOAD
206	7004	ALLEY LOAD
207	7003	ALLEY LOAD
208	7320	ALLEY LOAD
209	7001	FRONT LOAD
210	6325	FRONT LOAD
211	6325	FRONT LOAD
212	6925	FRONT LOAD
213	8088	FRONT LOAD
214	8107	FRONT LOAD
215	8622	FRONT LOAD
216	11491	FRONT LOAD
217	11161	FRONT LOAD
218	9039	FRONT LOAD
219	8633	FRONT LOAD
220	6925	FRONT LOAD
221	6471	FRONT LOAD
222	8801	FRONT LOAD
223	9606	FRONT LOAD
224	7323	FRONT LOAD
225	10592	FRONT LOAD
226	10600	FRONT LOAD
227	610592	FRONT LOAD
228	287019	FRONT LOAD
229	7334	FRONT LOAD
230	7364	FRONT LOAD
231	7237	FRONT LOAD
232	6572	FRONT LOAD
233	6200	FRONT LOAD
234	6221	FRONT LOAD
235	8981	FRONT LOAD
236	8730	FRONT LOAD
237	6503	FRONT LOAD
238	6949	FRONT LOAD
239	6797	FRONT LOAD
240	6597	FRONT LOAD

LOT SUMMARY TABLE		
LOT #	AREA (SF)	ACCESS TYPE
241	6200	FRONT LOAD
242	7083	FRONT LOAD
243	7082	FRONT LOAD
244	6200	FRONT LOAD
245	6200	FRONT LOAD
246	7188	FRONT LOAD
247	7188	FRONT LOAD
248	6200	FRONT LOAD
249	6200	FRONT LOAD
250	7081	FRONT LOAD
251	8498	ALLEY LOAD
252	7440	ALLEY LOAD
253	7440	ALLEY LOAD
254	8723	ALLEY LOAD
255	12035	ALLEY LOAD
256	7440	ALLEY LOAD
257	7440	ALLEY LOAD
258	8480	ALLEY LOAD
259	12573	FRONT LOAD
260	12048	FRONT LOAD
261	23186	FRONT LOAD
262	14921	FRONT LOAD
263	13738	FRONT LOAD
264	11874	FRONT LOAD
265	10894	FRONT LOAD
266	10894	FRONT LOAD
267	10894	FRONT LOAD
268	10859	FRONT LOAD
269	10834	FRONT LOAD
270	11109	FRONT LOAD
271	11387	FRONT LOAD
272	11337	FRONT LOAD
273	16530	FRONT LOAD
274	18010	FRONT LOAD
275	15359	FRONT LOAD
276	10836	FRONT LOAD
277	21639	FRONT LOAD
278	18945	FRONT LOAD
279	17427	FRONT LOAD
280	16785	FRONT LOAD
281	17350	FRONT LOAD

TRACT SUMMARY TABLE		
TRACT #	AREA (SF)	USE
TRACT 1	5196	LANDSCAPE TRACT
TRACT 2	13619	GREENBELT
TRACT 3	20077	GREENBELT
TRACT 4	86302	GREENBELT
TRACT 5	10338	GREENBELT
TRACT 6	16522	BLOCK PARK
TRACT 7	2176	LANDSCAPE TRACT
TRACT 8	10401	GREENBELT
TRACT 9	6162	BLOCK PARK
TRACT 10	11920	BLOCK PARK
TRACT 11	14090	BLOCK PARK
TRACT 12	2939	LANDSCAPE TRACT
TRACT 13	26493	GREENBELT
TRACT 14	17409	LANDSCAPE TRACT

ALL TRACTS ARE TO BE OWNED BY THE HOME OWNERS ASSOCIATION.

EXISTING PARCEL PROPERTY DESCRIPTIONS:

PARCEL 104884000002000

SECTION 4, TOWNSHIP 8, RANGE 28, QUARTER SE, COMMENCING AT THE CENTERLINE INTERSECTION OF REATA ROAD AND BADGER MOUNTAIN PARKWAY AS SHOWN ON THE PLAT OF REATA RIDGE; THENCE NORTH 00; 11' 38" WEST 230.34 FEET ON THE CENTERLINE OF SAID BADGER MOUNTAIN PARKWAY TO A POINT OF CURVE, THENCE CONTINUING ON SAID CENTERLINE 305.38 FEET ON THE ARC OF A 600.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 29; 09' 41" AND CHORD BEARS NORTH 14; 46' 29" WEST 302.09 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF COUNTRY CLUB WAY; THENCE CONTINUING ON SAID BADGER MOUNTAIN PARKWAY CENTERLINE 50.15 FEET ON THE ARC OF A 600.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 04; 47' 20" AND CHORD BEARS NORTH 31; 45' 00" WEST 50.13 FEET TO THE TERMINUS POINT OF SAID CENTERLINE LYING ON THE NORTHERLY BOUNDARY OF THE PLAT OF REATA RIDGE; THENCE 21.43 FEET ON THE CURVE OF A 600.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 02; 02' 45" AND CHORD BEARS NORTH 35; 10' 02" WEST 21.42 FEET TO A POINT OF REVERSING CURVE; THENCE 12.56 FEET ON THE ARC OF A 600.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 01; 11' 59" AND CHORD BEARS NORTH 35; 35' 25" WEST 12.56 FEET TO A POINT OF TANGENT; THENCE NORTH 34; 59' 26" WEST 758.34 FEET TO A POINT THENCE SOUTH 55; 00' 34" WEST 193.78 FEET TO A POINT OF CURVE; THENCE 60.73 FEET ON THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 34; 47' 51" AND CHORD BEARS SOUTH 72; 24' 30" WEST 59.80 FEET TO A POINT OF TANGENT; THENCE SOUTH 89; 48' 25" WEST 953.46 FEET; THENCE NORTH 00; 11' 35" WEST 37.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE 400.68 FEET ON THE ARC OF A 462.50 FOOT RADIUS CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 49; 38' 14" AND CHORD BEARS NORTH 65; 22' 28" WEST 388.27 FEET TO A POINT THENCE NORTH 40; 33' 21" WEST 125.84 FEET TO A POINT; THENCE NORTH 49; 26' 39" EAST 1177.27 FEET TO A POINT OF CURVE THENCE 87.07 FEET ON THE ARC OF A 289.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 17; 15' 47" AND CHORD BEARS NORTH 40; 48' 46" EAST 86.75 FEET TO A POINT; THENCE SOUTH 72; 51' 37" EAST 52.28 FEET TO A POINT OF CURVE; THENCE 37.82 FEET ON THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 17; 20' 02" AND CHORD BEARS SOUTH 81; 31' 37" EAST 37.67 FEET TO A POINT THENCE NORTH 89; 48' 22" EAST 192.13 FEET TO A POINT; THENCE SOUTH 00; 11' 38" EAST 1065.50 FEET TO A POINT; THENCE SOUTH 89; 48' 25" WEST 799.34 FEET TO THE TRUE POINT OF BEGINNING AND THE TERMINUS POINT OF THIS DESCRIPTION. (BOUNDARY LINE ADJUSTMENT PER CDD, AFR#2010-005611, 3/02/2010). INGRESS, EGRESS, & UTILITY EASEMENT AF #2010-015038, 05/28/2010.

PARCEL 1048840300010000

SECTION 4, TOWNSHIP 8, RANGE 28, QUARTER SE, PLAT SUBDIVISION, FINAL PLAT OF REATA RIDGE, PHASE #1A OF BADGER MOUNTAIN GOLF AND COUNTRY CLUB, TRACT D (AF#2010-007411, 3/22/2010).

PARCEL 1048810000020007

SECTION 4, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M. EXCEPT THAT PORTION LYING WITHIN THE PLAT OF EL RANCHO REATA NO. 3 ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 42, RECORDS OF BENTON COUNTY, WASHINGTON, EXCEPT STATE HIGHWAY RIGHT OF WAY CONVEYED UNDER AF#870597 AND EXCEPT THE SOUTH 420 FEET OF THE SOUTHEAST QUARTER THEREOF AND EXCEPT THAT PORTION LYING NORTH OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE SOUTH 0; 27' 32" WEST 68.76 FEET ALONG THE WEST LINE OF SAID SECTION TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89; 44' 32" EAST 5350.12 FEET TO THE EAST LINE OF SAID SECTION 4 (SAID POINT BEARS SOUTH 0; 35' 33" WEST, 70.00 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 4) AND THE TERMINUS OF SAID LINE; ALSO EXCEPT THAT PORTION LYING WITHIN THE COUNTY ROAD RIGHT OF WAY AS DESCRIBED IN DEED RECORDED UNDER AFR#2007-013584, RECORDS OF BENTON COUNTY, ALSO EXCEPT THAT PORTION LYING WITHIN THE PLAT OF REATA RIDGE, PHASE 1A OF BADGER MOUNTAIN GOLF AND COUNTRY CLUB A PLANNED DEVELOPMENT, AS RECORDED IN VOLUME 15 OF PLATS, PAGE 389 RECORDS OF BENTON COUNTY. ALSO EXCEPT THAT PORTION LYING WITHIN THE PLAT OF REATA PLACE AS RECORDED IN VOLUME 15 OF PLATS, PAGE 403, RECORDS OF BENTON COUNTY, ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS; COMMENCING AT THE CENTERLINE, CENTERLINE INTERSECTION OF REATA ROAD AND BADGER MOUNTAIN PARKWAY AS SHOWN ON THE PLAT OF REATA RIDGE; THENCE NORTH 00; 11' 38" WEST 230.34 FEET ON THE CENTERLINE OF SAID BADGER MOUNTAIN PARKWAY TO A POINT OF CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 29; 09' 41" AND CHORD BEARS NORTH 14; 46' 29" WEST 302.09 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF COUNTRY CLUB WAY; THENCE CONTINUING ON SAID BADGER MOUNTAIN PARKWAY CENTERLINE 50.15 FEET ON THE ARC OF A 600.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 04; 47' 20" AND CHORD BEARS NORTH 31; 45' 00" WEST 50.13 FEET TO THE TERMINUS POINT OF SAID CENTERLINE LYING ON THE NORTHERLY BOUNDARY OF THE PLAT OF REATA RIDGE; THENCE 21.43 FEET ON THE CURVE OF A 600.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 02; 02' 45" AND A CHORD BEARS NORTH 35; 10' 02" WEST 21.42 FEET TO A POINT OF REVERSING CURVE; THENCE 12.56 FEET ON THE ARC OF A 600.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 01; 11' 59" AND CHORD BEARS NORTH 35; 35' 25" WEST 12.56 FEET TO A POINT OF TANGENT; THENCE NORTH 34; 59' 26" WEST 758.34 FEET TO A POINT; THENCE SOUTH 55; 00' 34" WEST 193.78 FEET TO A POINT OF CURVE; THENCE 60.73 FEET ON THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 34; 47' 51" AND CHORD BEARS SOUTH 72; 24' 30" WEST 59.80 FEET TO A POINT OF TANGENT; THENCE SOUTH 89; 48' 25" WEST 953.46 FEET; THENCE NORTH 00; 11' 35" WEST 37.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE 400.68 FEET ON THE ARC OF A 462.50 FOOT RADIUS CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 49; 38' 14" AND CHORD BEARS NORTH 65; 22' 28" WEST 388.27 FEET TO A POINT; THENCE NORTH 40; 33' 21" WEST 125.84 FEET TO A POINT; THENCE NORTH 49; 26' 39" EAST 1177.27 FEET TO A POINT OF CURVE; THENCE 87.07 FEET ON THE ARC OF A 289.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 17; 15' 47" AND CHORD BEARS NORTH 40; 48' 46" EAST 86.75 FEET TO A POINT; THENCE SOUTH 72; 51' 37" EAST 52.28 FEET TO A POINT OF CURVE; THENCE 37.82 FEET ON THE ARC OF A 125.00 FOOT

SOUTH ORCHARD 1 PRELIMINARY PLAT
SECTION 4, TOWNSHIP 8N, RANGE 28E
BENTON COUNTY, WA

SOUTH ORCHARD OPEN SPACE

Table with 5 columns: Sector, Item, S.F., Acreage, and Density. Includes sections for ORCHARD GREEN, BLOCK PARKS, TRAILS, and various sectors (3, 4, 5) detailing land use and density.

Table with 5 columns: Sector, Item, S.F., Acreage, and Density. Includes sections for TOTAL ALLOWABLE RU, MISCELLANEOUS OPEN SPACE, and various sectors (3, 4, 5) detailing land use and density.

Table with 5 columns: Sector, Item, S.F., Acreage, and Density. Includes sections for DENSITY, SECTOR 3, SECTOR 4, SECTOR 5, and TOTAL SECTORS 3, 4 & 5, detailing land use and density.

NOTE: SECTORS NOTED IN THE TABLE ABOVE ARE REFERENCED IN THE LAND USE AND DEVELOPMENT REGULATIONS FOR THE BADGER MOUNTAIN SOUTH DEVELOPMENT.

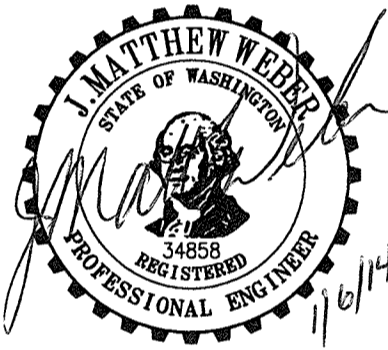


Project Title:
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A BADGER MOUNTAIN SOUTH DEVELOPMENT

Applicant:
VSI DEVELOPMENT, LLC

Job No.
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Issue Set & Date:
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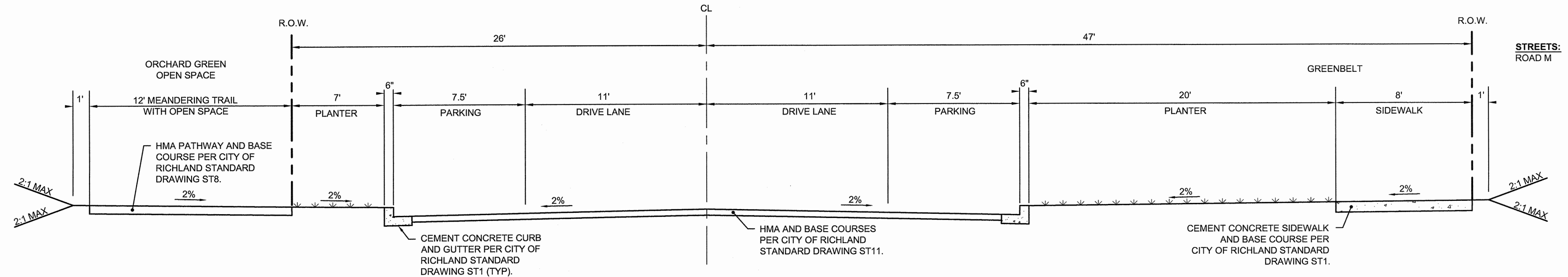
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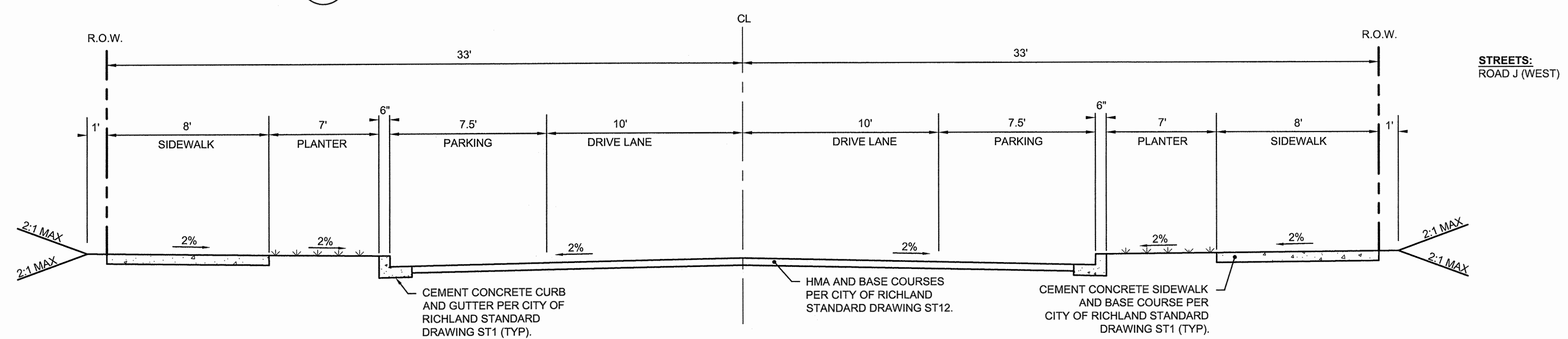
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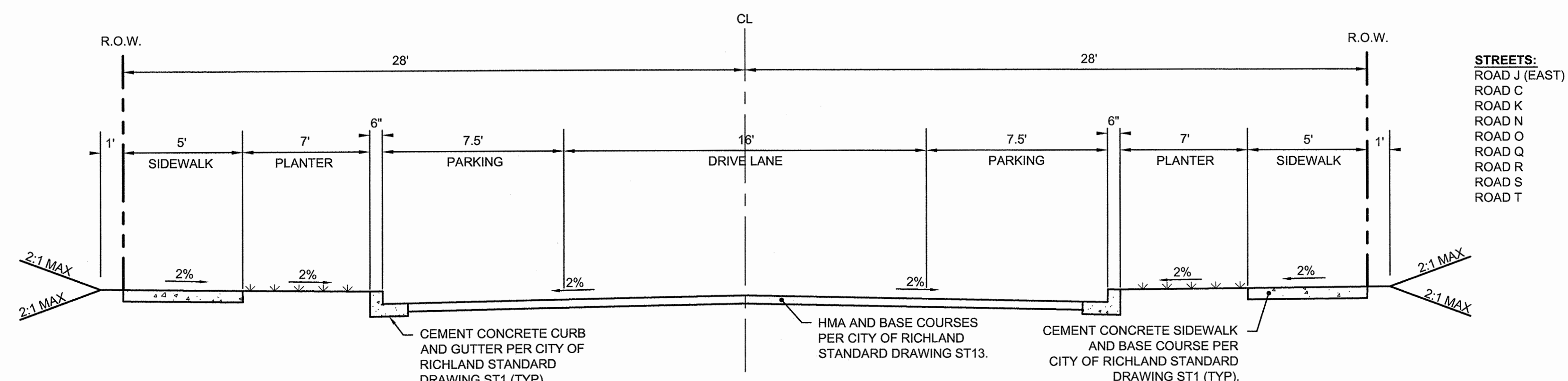
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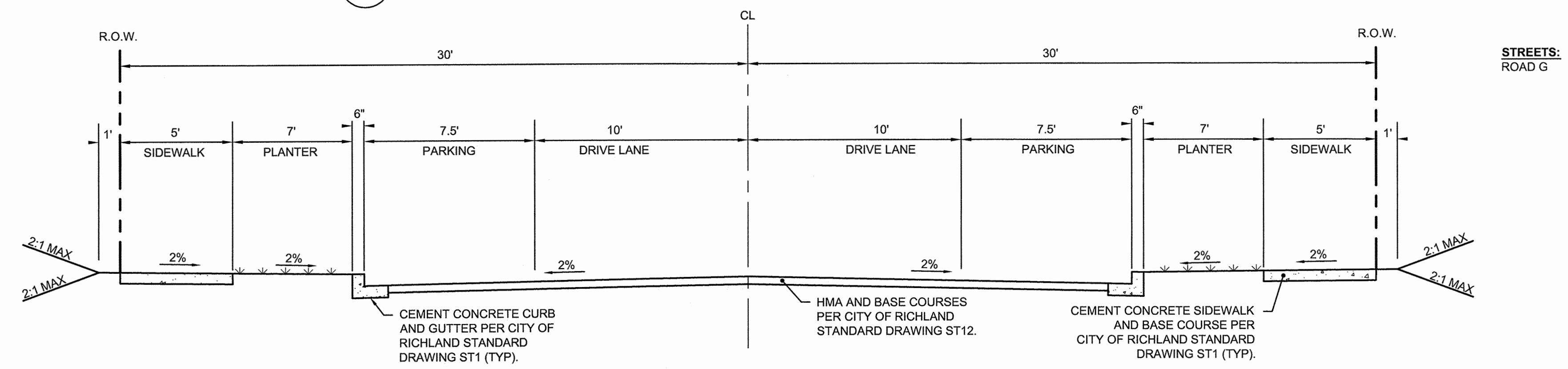
1 2-LANE ARTERIAL COLLECTOR STREET WITH EDGE TYPE B SECTION
NOT TO SCALE



2 COLLECTOR STREET WITH EDGE TYPE A WITH OPTIONAL 8' SIDEWALK SECTION
NOT TO SCALE



3 16-FOOT LOCAL STREET WITH EDGE TYPE A SECTION
NOT TO SCALE



4 COLLECTOR STREET WITH EDGE TYPE A SECTION
NOT TO SCALE

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A BADGER MOUNTAIN SOUTH DEVELOPMENT

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**SOUTH ORCHARD 1
PRELIMINARY PLAT**
A BADGER MOUNTAIN SOUTH DEVELOPMENT

Applicant:
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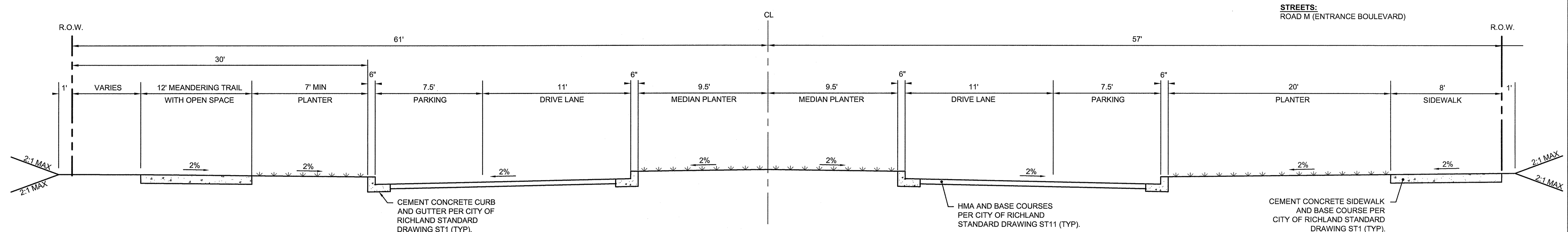
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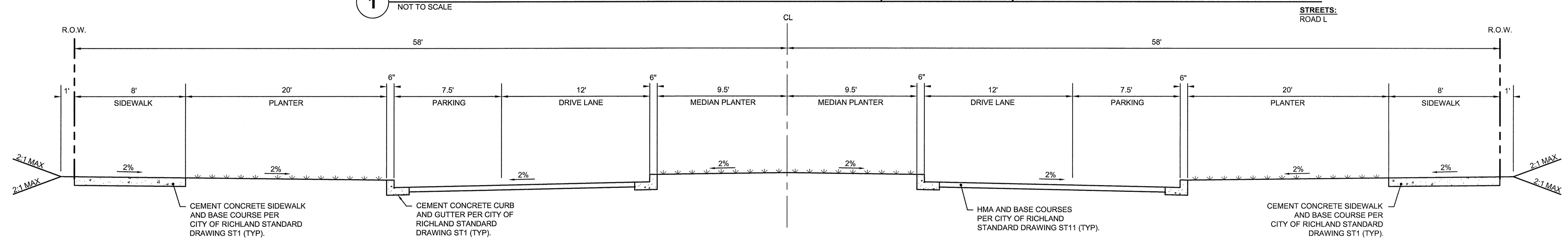
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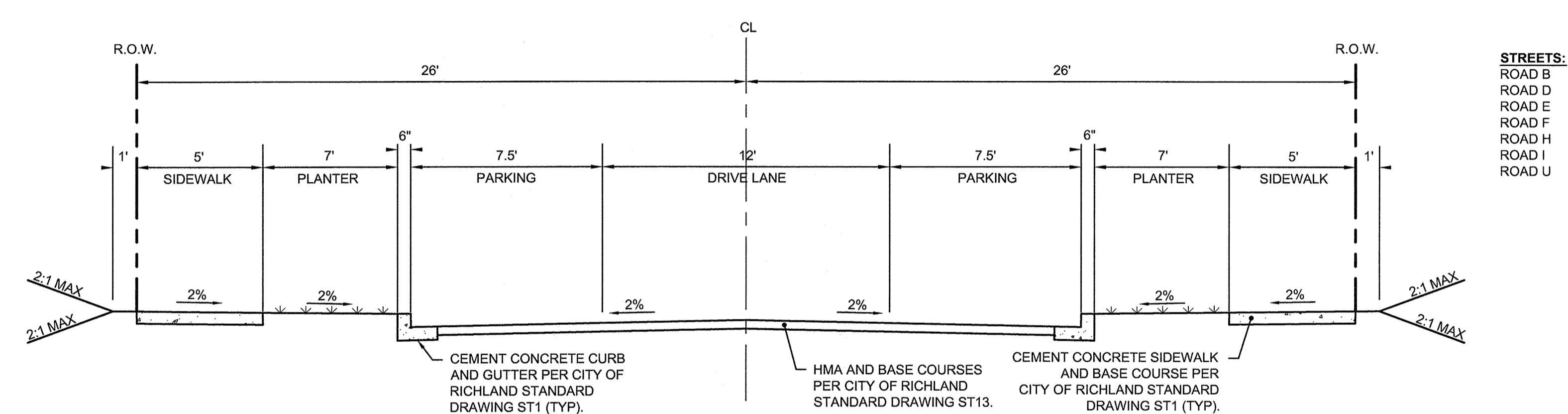
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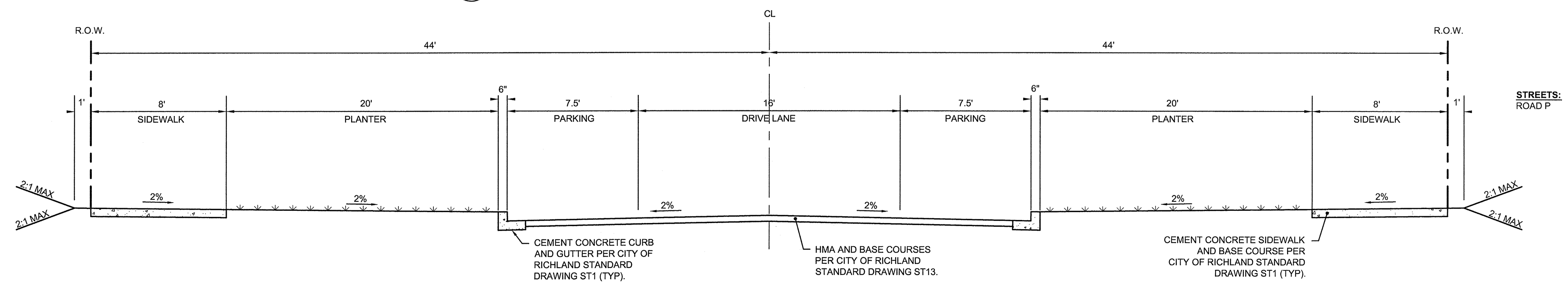
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2 2-LANE ARTERIAL STREET WITH MEDIAN, EDGE TYPE B, AND 8-FOOT SIDEWALK SECTION
NOT TO SCALE



3 12-FOOT LOCAL STREET WITH EDGE TYPE A SECTION
NOT TO SCALE



4 16-FOOT LOCAL STREET EDGE TYPE B, 8-FOOT SIDEWALK, AND GREENBELT SECTION
NOT TO SCALE



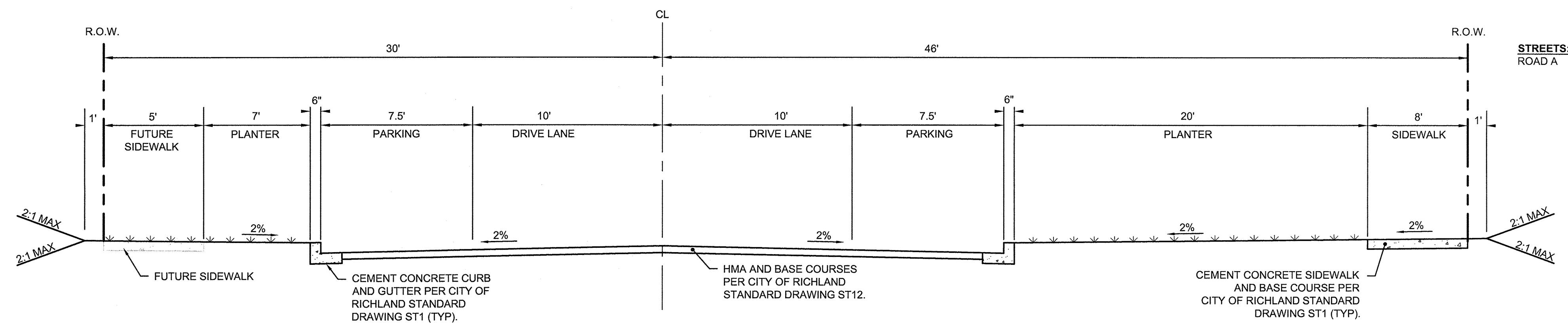
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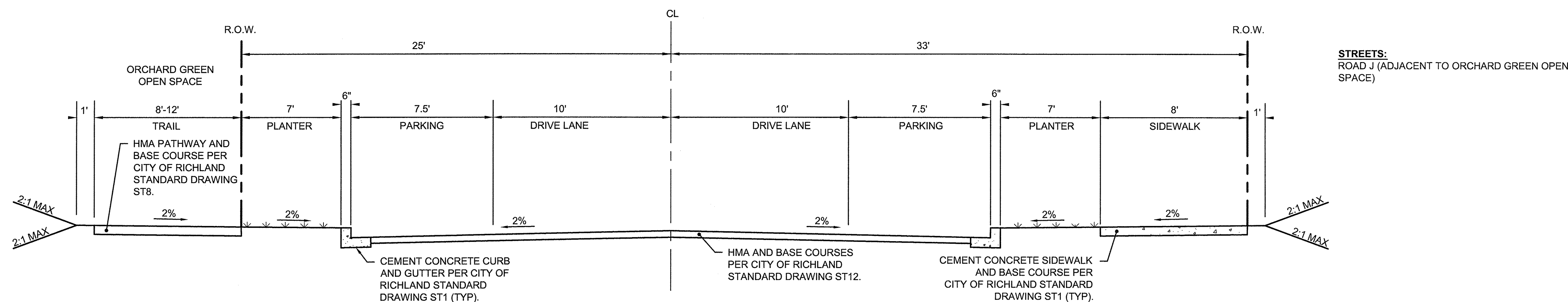
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SECTION 4, TOWNSHIP 8N, RANGE 28E

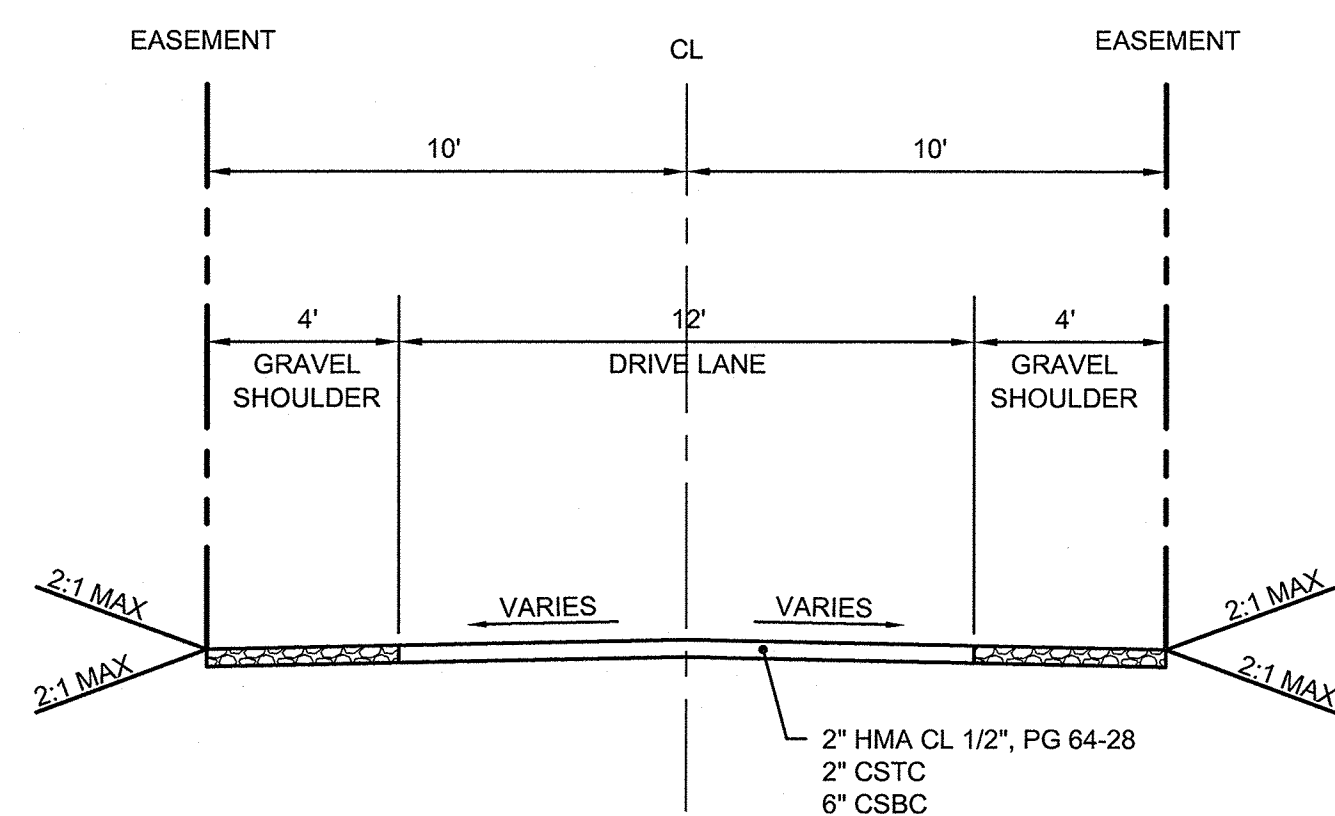
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1 COLLECTOR STREET WITH EDGE TYPE B GREENBELT AND FUTURE EDGE TYPE A SECTION
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2 COLLECTOR STREET WITH EDGE TYPE A AND TYPE B GREENBELT SECTION
NOT TO SCALE



3 REAR ALLEY SECTION
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Project Title:

**SOUTH ORCHARD 1
PRELIMINARY PLAT**

A BADGER MOUNTAIN SOUTH DEVELOPMENT

Applicant:

VSJ DEVELOPMENT, LLC

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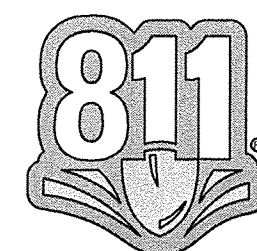
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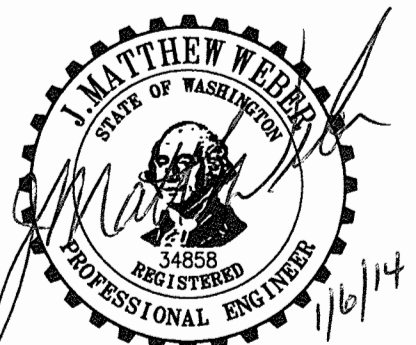
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A BADGER MOUNTAIN SOUTH DEVELOPMENT

Applicant:
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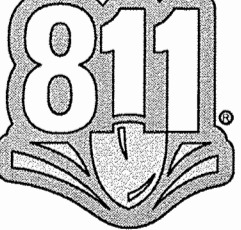
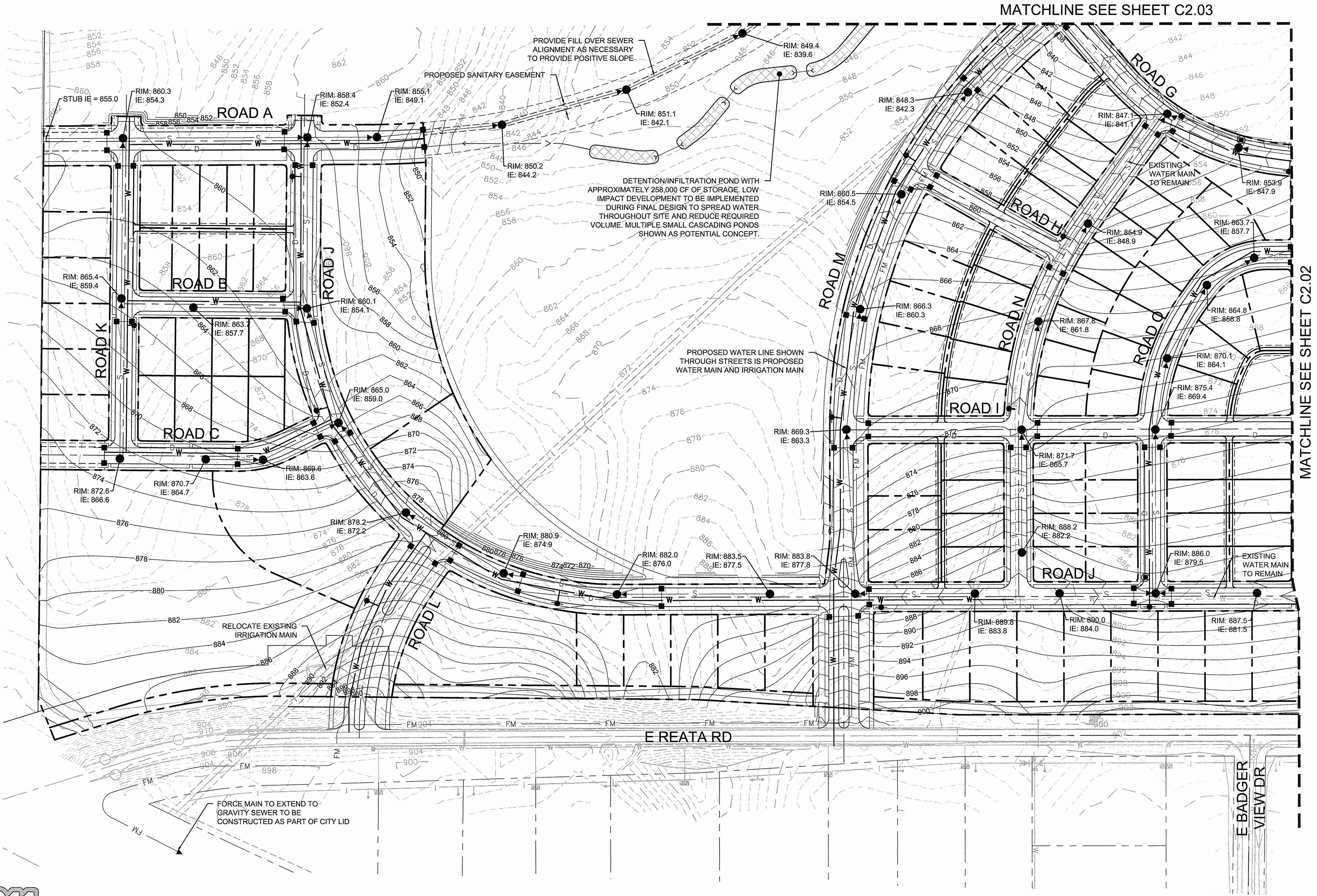


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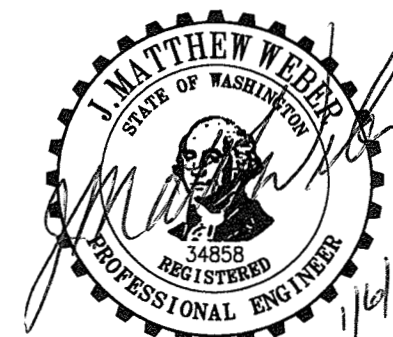
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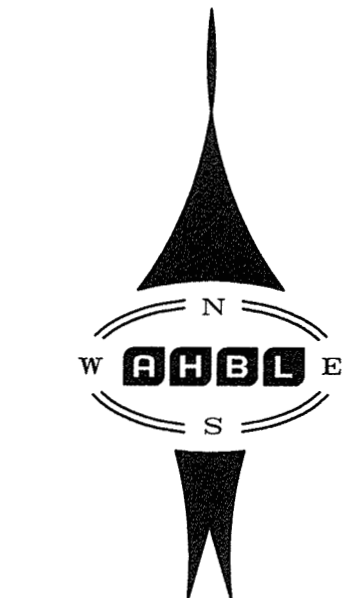
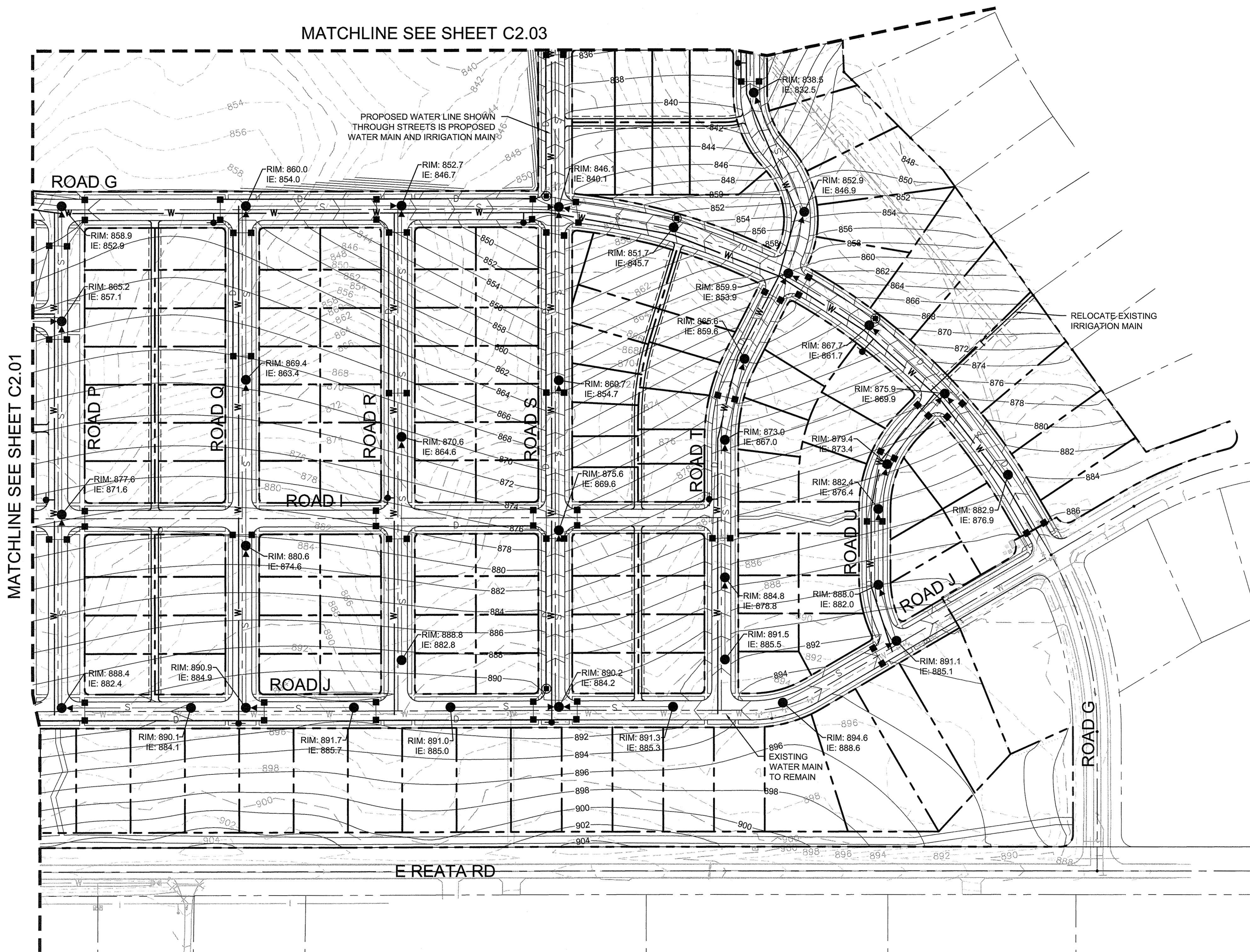
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GRAPHIC SCALE
0 50 100 200 FEET
1" = 100 FEET



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A BADGER MOUNTAIN SOUTH DEVELOPMENT

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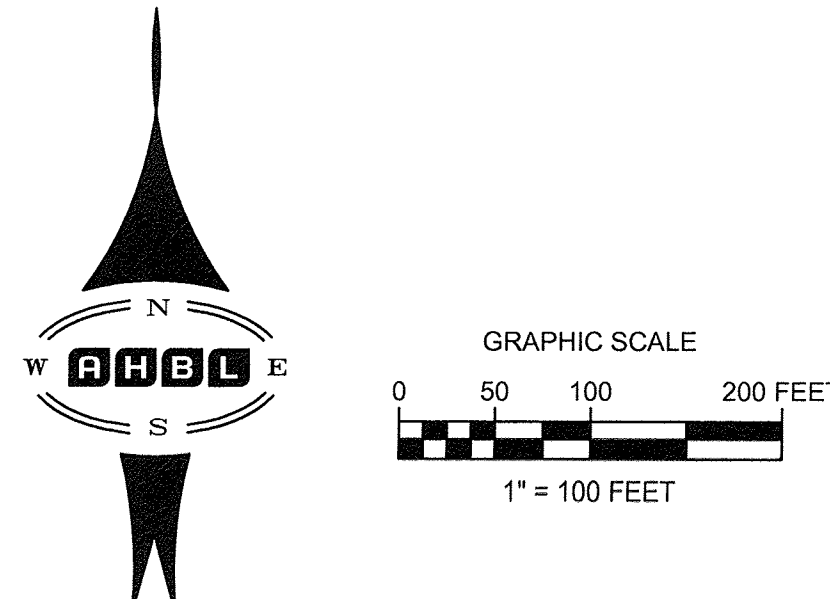
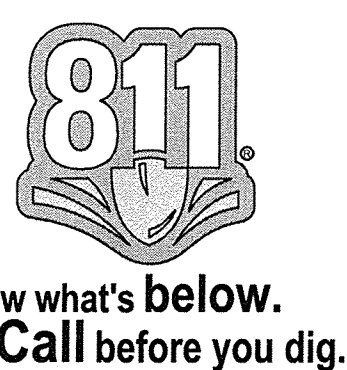
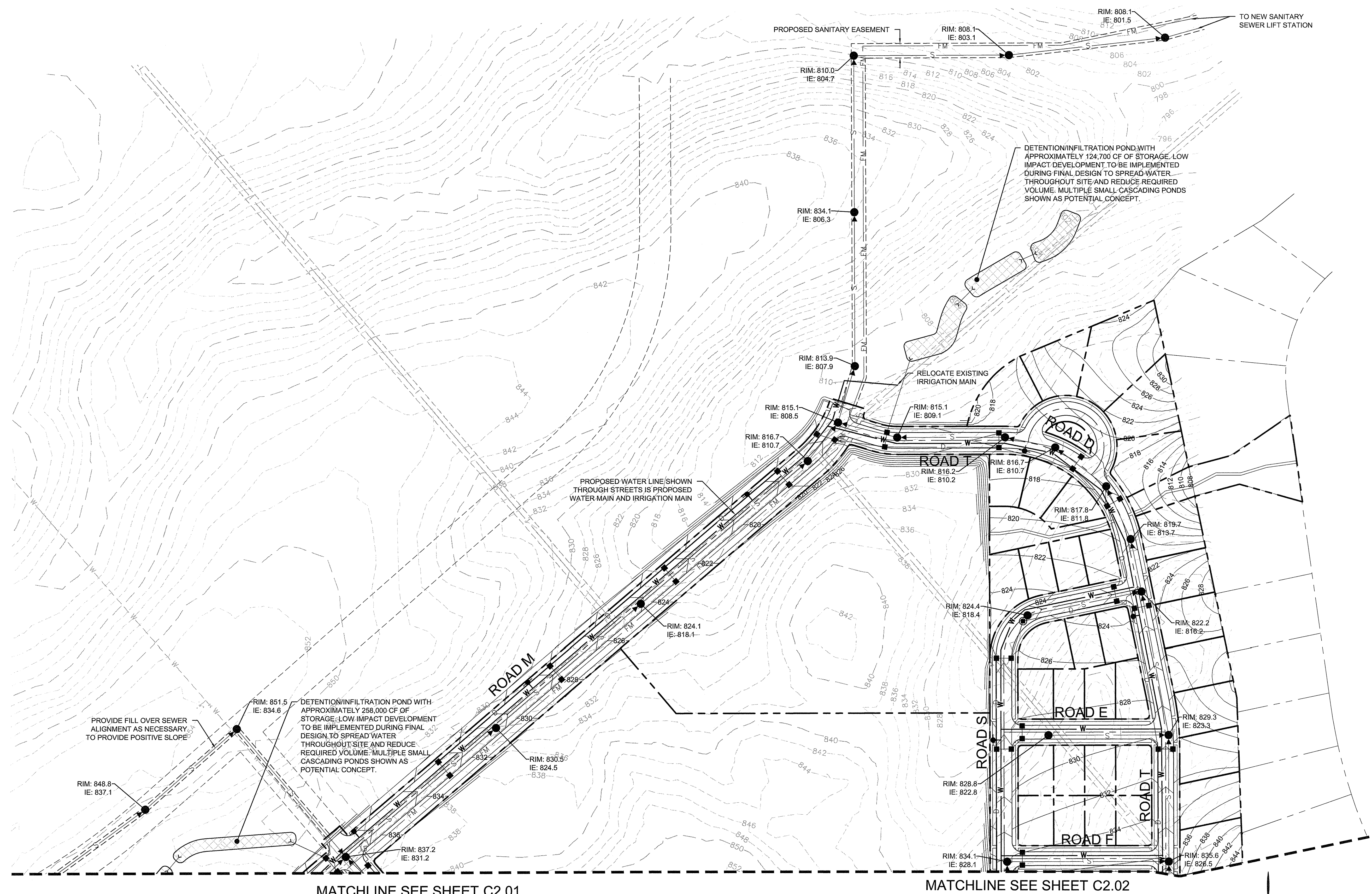


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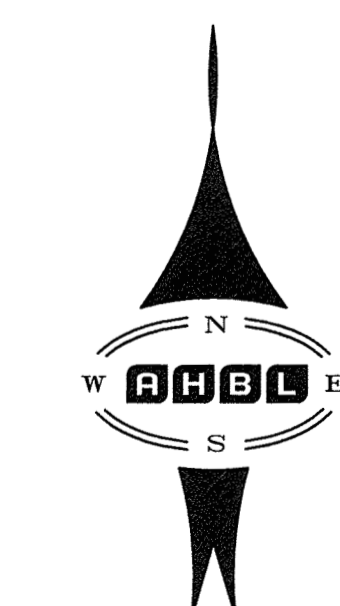
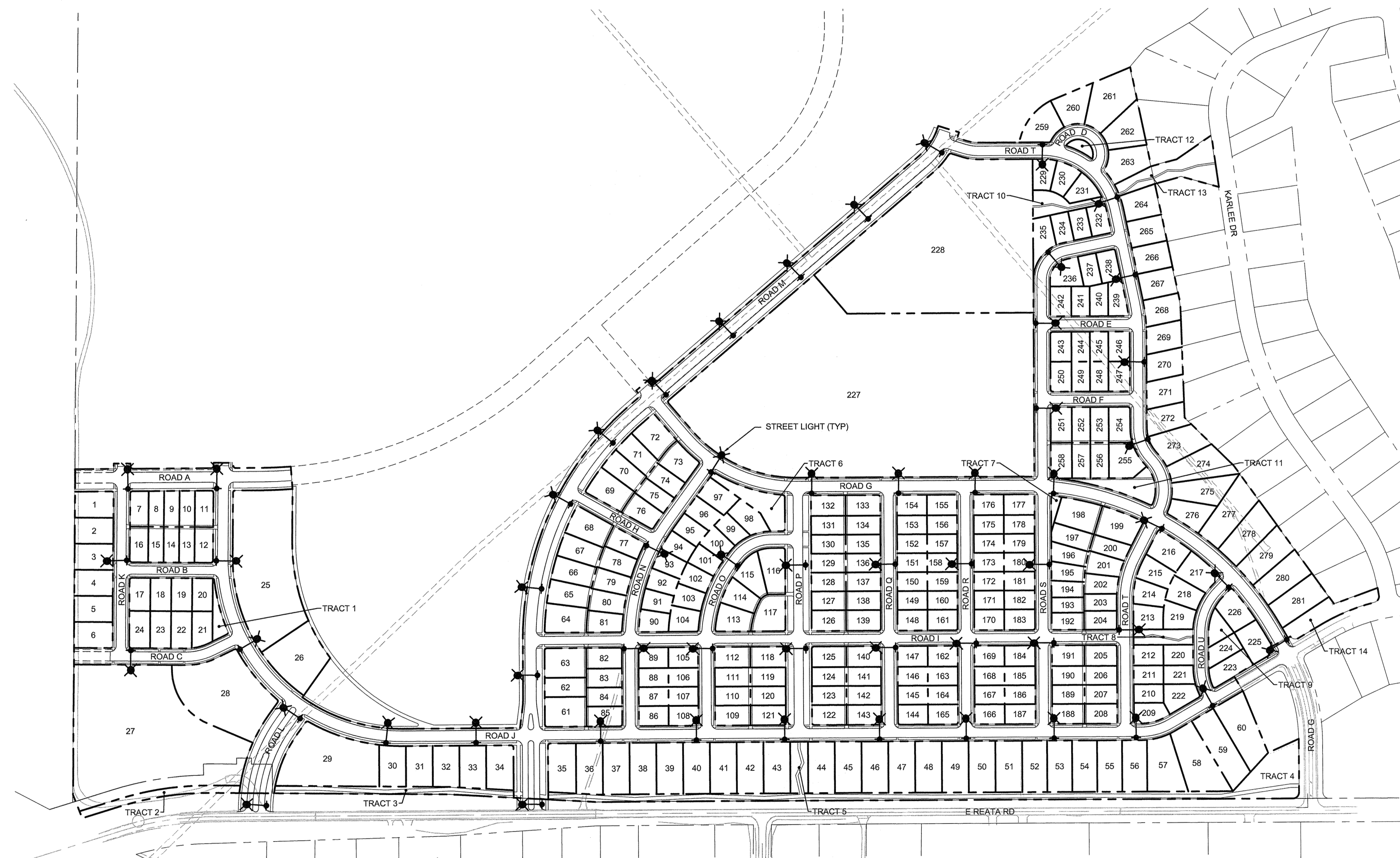


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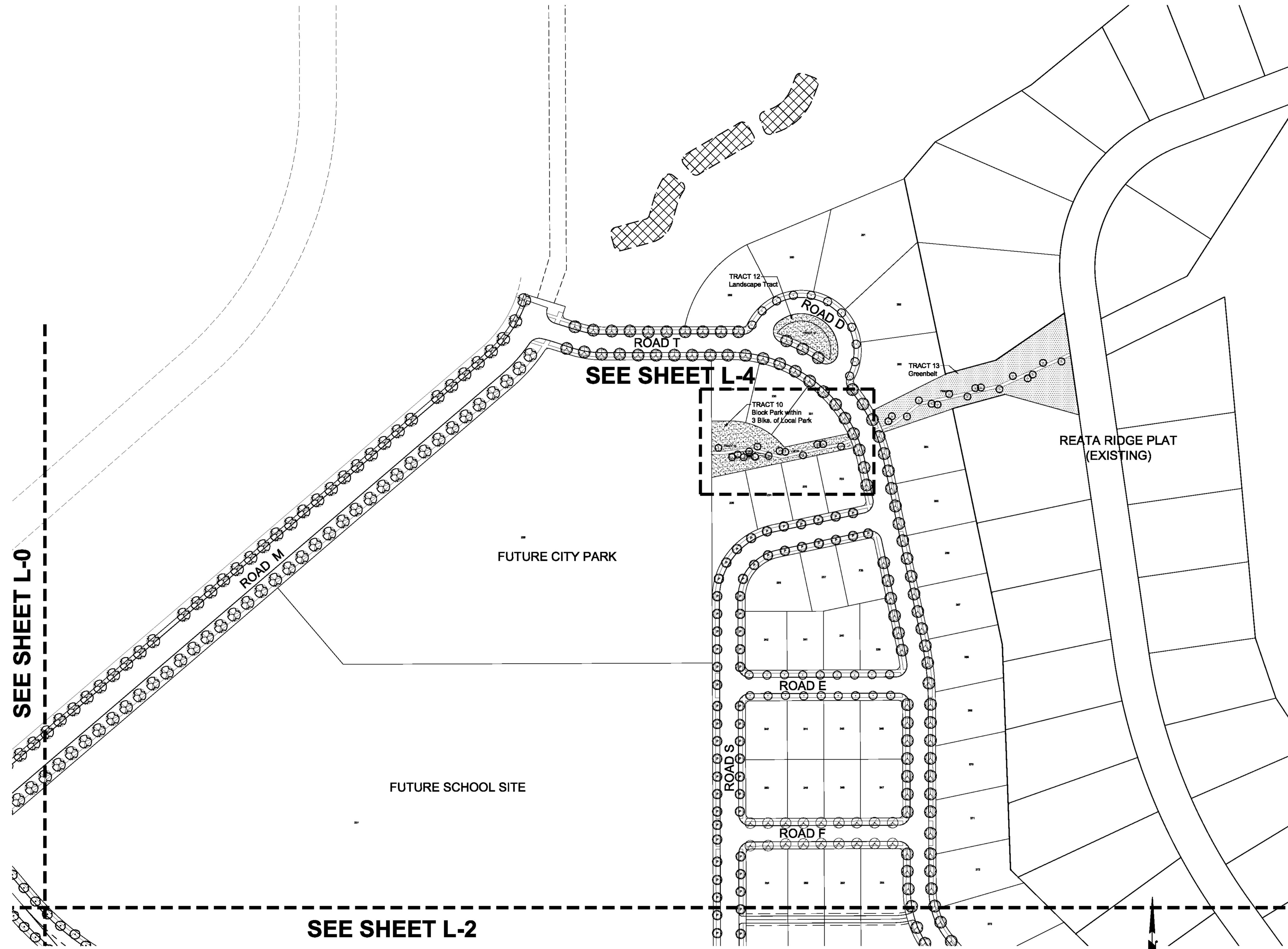
1" = 200 FEET



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Preliminary Landscape Plan

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STATE OF WASHINGTON
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LANDSCAPE ARCHITECT

[Signature]
Katherine Bradley
Certificate No. 676

PRELIMINARY LANDSCAPE PLAN

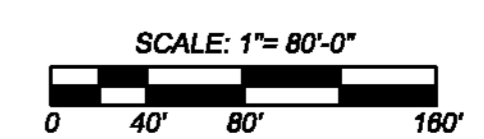
SOUTH ORCHARD 1 - PRELIMINARY PLAT

VSI DEVELOPMENT, LLC

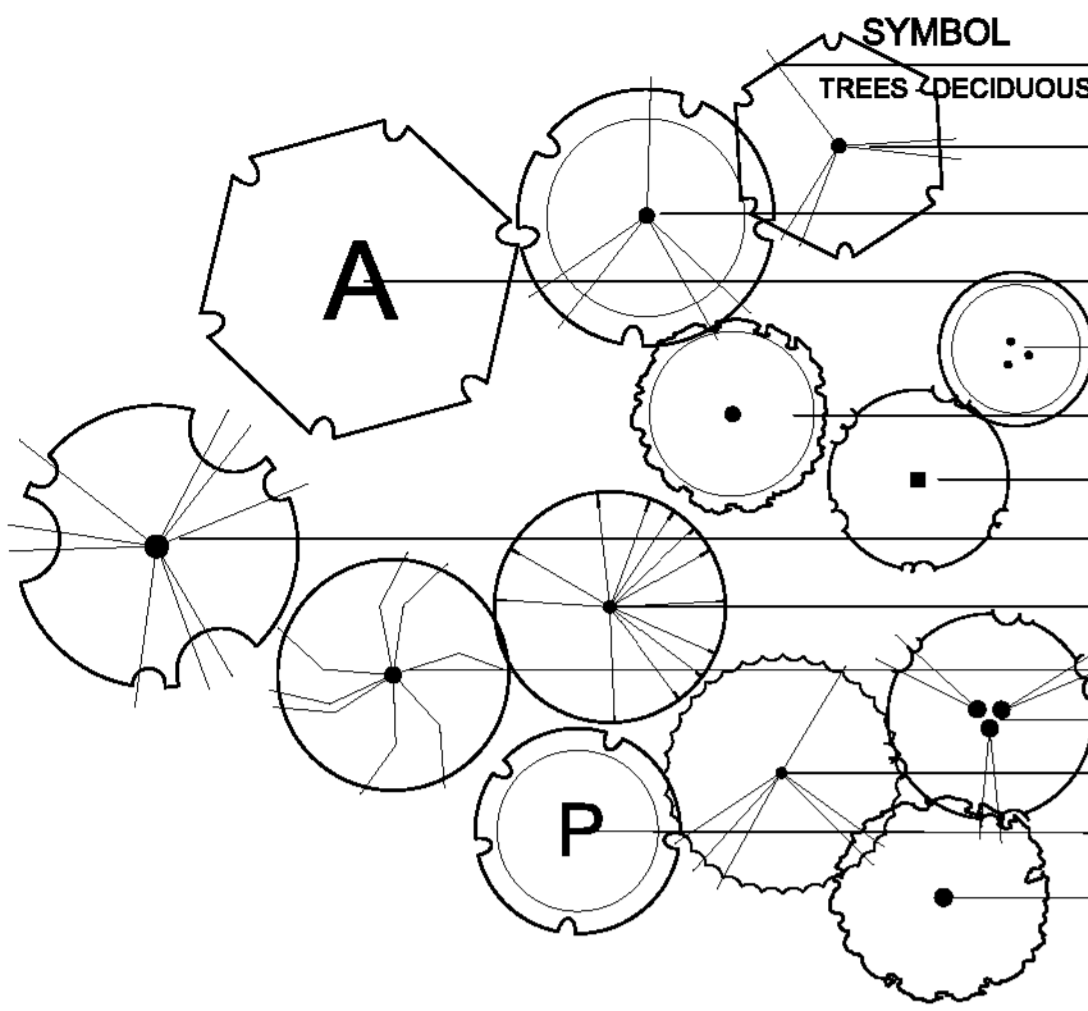
SECTION 4, TOWNSHIP 8N, RANGE 28E, BENTON COUNTY, WA

REVISION		
No.	Date	By

Scale: 1" = 80'-0"	Sheet No. L-3 19 of 21 Sheets
Design: LAFW	
Project Manager: MFW	
Project: KBR	
Date: 6 Jan. 2014	
Project Name: Prelim. Plat Submittal	
Project No.: 13026	



PRELIMINARY STREET TREE SCHEDULE

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE	SPACING, CONDITION & REMARKS
	ACER X FREEMANII 'JEFFERSRED' / AUTUMN BLAZE MAPLE	2" CAL.	B&B, BRANCHED @ 5' HT. (STREET TREE QUALITY)
	ACER RUBRUM 'OCTOBER GLORY' / OCTOBER GLORY RED MAPLE	2" CAL.	B&B, BRANCHED @ 5' HT. (STREET TREE QUALITY)
	ACER PLATANOIDES 'CRIMSON KING' / CRIMSON KING MAPLE	2" CAL.	B&B, BRANCHED @ 5' HT. (STREET TREE QUALITY)
	BETULA JACQUEMONTII / JACQUEMONTII BIRCH	10' - 12' HT.	B&B, MULTI-TRUNK (3 CANES), EVENLY BRANCHED
	CARPINUS BETULUS 'FASTIGIATA' / PYRAMIDAL EUROPEAN HORNBEAM	2" CAL.	B&B, BRANCHED @ 5' HT. (STREET TREE QUALITY)
	CERCIDIPHYLLUM JAPONICUM / KATSURA TREE	2" CAL.	B&B, BRANCHED @ 5' HT. (STREET TREE QUALITY)
	FAGUS SYLVATICA 'RIVERSII' / RIVER'S PURPLE BEECH	2" CAL.	B&B, BRANCHED @ 5' HT. (STREET TREE QUALITY)
	FRAXINUS AMERICANA 'AUTUMN PURPLE' / AUTUMN PURPLE ASH	2" CAL.	B&B, BRANCHED @ 5' HT. (STREET TREE QUALITY)
	FRAXINUS OXYCARPA 'RAYWOOD' / RAYWOOD ASH	2" CAL.	B&B, BRANCHED @ 5' HT. (STREET TREE QUALITY)
	GLEDITSIA TRIACANTHOS 'SUNBURST' / SUNBURST HONEY LOCUST	2" CAL.	B&B, BRANCHED @ 5' HT. (STREET TREE QUALITY)
	PRUNUS CERASIFERA 'CIPRIOZAM' / CRIMSON POINTE PLUM	2" CAL.	B&B, BRANCHED @ 5' HT. (STREET TREE QUALITY)
	PYRUS CALLERYANA 'REDSPIRE' / REDSPIRE PEAR	2" CAL.	B&B, BRANCHED @ 5' HT. (STREET TREE QUALITY)
	TILIA TOMENTOSA 'STERLING SILVER' / SILVER LINDEN	2" CAL.	B&B, BRANCHED @ 5' HT. (STREET TREE QUALITY)

PRELIMINARY PLANTING REQUIREMENTS:

- GENERAL NOTES:

A. Plant material list submittal: within 30 calendar days after receipt of the notice to proceed, landscape contractor shall submit a complete list of materials proposed to be furnished and installed demonstrating conformance with the requirements specified. Include the name, addresses and telephone numbers of all plant material suppliers and growers.

1.A. Documentation shall also include suppliers name, contact person, address, telephone number, botanical and common name, plant size and size of container or bell.

1.B. Contractor shall provide a signed statement from the plant suppliers who have furnished the plant materials identifying the plant materials being supplied by botanical and common names, plant size and stating that all of the plants supplied by them are in healthy growing conditions meeting the asns.

1.C. Submit a project installation schedule, coordinated with the proposed soil amending and planting schedule to the landscape architect or owner for approval at least 30 calendar days prior to start of work under this section.

B. Substitutions of plant materials will not be permitted unless authorized in writing by the landscape architect or owner. If proof is submitted that any plant specified is not obtainable, a proposal will be considered for use of the nearest equivalent size and or variety. Such proof shall be substantiated and submitted in writing to the landscape architect or owner at least 30 days prior to start of work under this section. These provisions shall not relieve contractor of the responsibility of obtaining specified materials in advance if special growing conditions or other arrangements must be made in order to supply specified materials.

C. Plants shall be subject to inspection and approval by landscape architect or owner for conformance to specifications upon delivery to the project site. Such approval shall not impair the subsequent right of inspection and rejection during progress of the work. Contractor shall give landscape architect 48 hours advance notice when plants will be delivered to the site for inspection. Inspection of plant materials shall take place within 24 hours of delivery to the site.

D. Coordinate work with other trades as required.

E. Locate all underground utilities prior to commencing work to avoid damage to buried pipes and cables.

F. Provide protection for all property, persons, work in progress, structures, utilities, walls, curbs and paved surface from potential damage arising from this work. The contractor shall pay for any such damage at no additional cost to the owner. Unfinished and completed work shall be protected from erosion or trespassing, and proper safeguards shall be erected to protect the public from injury or danger.
- PLANTING NOTES:

1. Verify bedline and plant layout with landscape architect prior to commencing work.

2. Verify that site conditions are acceptable prior to beginning work. Do not install any site elements or plant material until unsatisfactory conditions are corrected. When conditions detrimental to plant growth/constructed elements are encountered, immediately notify the owner.

3. Substitutions or changes in materials and placement shall be made only after written change orders are accepted by the owner.

4. Install protective fencing for on site existing trees and vegetation to remain, and plant material located on adjacent property prior to commencing work. The critical root protection area of all trees to remain has been established as a 1' radius of protection area for every 1" of diameter measured at 4.5' above grade, or the tree drip line, whichever is greater. Locate tree protection fencing as indicated on plan. Fencing is to be installed with stakes driven into the ground, not mounted on cinder blocks. Signage shall be affixed to the fencing that reads: 'No Entry, Tree Root Protection Area'. See existing tree and vegetation protection detail for additional information.

5. All areas subject to clearing and grading that have not been covered by impervious surface, incorporated into a drainage facility or engineered as structural fill or slope shall, at project completion, demonstrate the following:

1) General Soil Requirements: The topsoil layer shall have a minimum depth of eight inches except where tree roots limit the depth of incorporation of amendments needed to meet the criteria. Subsoils below the topsoil layer should be scarified at least 4 inches with some incorporation of the upper material to avoid stratified layers, where feasible. The topsoil layer shall have an organic matter content of 5% dry weight for turf areas, and 10% dry weight for planting beds (typically around 20-25% compost for turf areas and 35-40% compost for planting areas). The soil portion must be 75-80% sandy loam for turf areas, and 60-65% sandy loam for planting areas. Soil pH should be 5.5-6.5 for turf areas, 5.5-7.0 for planting areas and 4.5-5.5 for areas planted with add-tolerant or native plantings.

2) Requirements for Amending Existing Soil in Place: Turf Areas - Place and rototill 1.75 inches of composted material into 7.75 inches of existing soil for a total depth of 9.5 inches, and a settled depth of 8 inches. Subsoils below this layer should be scarified at least 4 inches, for a finished minimum depth of 12 inches of uncompacted soil. Planting Beds - Place and rototill 3 inches of composted material into 6.5 inches of existing soil for a total depth of 9.5 inches, and a settled depth of 8 inches. Subsoils below this layer should be scarified at least 4 inches, for a finished minimum depth of 12 inches of uncompacted soil. Do not scarify within drip lines of existing trees to be retained.

3) Requirements for Applying Imported Topsoil: Turf Areas and Planting Areas - Scarify or till subgrade in two directions to 6 inches depth. Entire surface should be disturbed by scarification. Do not scarify within drip lines of existing trees to be retained. Place 4 inches of imported topsoil mix on surface and till into 2 inches of soil. Place second lift of 4 inches topsoil mix on surface.

4) Requirements for Reapplying Stockpiled Topsoil: Turf Areas - Reapply stockpiled soil and rototill in 1.75 inches of composted material for a combined minimum depth of 8 inches of soil and compost. Planting Beds - Reapply stockpiled soil and rototill in 3 inches of composted material for a combined minimum depth of 8 inches of soil and compost.

5) Within Stormwater Systems - On-site soil mixing or placement shall not be performed if soil is saturated or frozen. Total amended soil depth shall be a minimum of 18 inches. Mix all soil amendments uniformly throughout the rain garden soil section. Amended soil shall be placed in horizontal layers in no greater than 12" lifts. Allow soils to compact and settle naturally. Areas can be watered after each lift is placed to speed settling, but should not be wetted to saturation. Until the upstream catchment area is thoroughly stabilized, flow diversion and erosion control measures must be installed to protect the bioretention area from sedimentation.

8) Rake beds to smooth, clean and remove all rocks, roots and debris over 1 inch in diameter. Water or roll turf areas to compact soil to 85 percent of maximum. Finish grade shall be at least 3 inches below adjacent hard surfaces for planting areas to allow for application of mulch. Finished grade for turf areas shall be at least 2 inches below adjacent hard surfaces. All planting areas must be mulched with 2 inches of organic material.

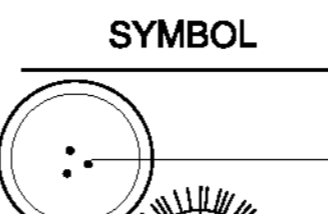

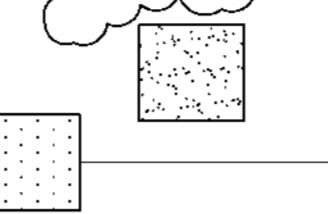
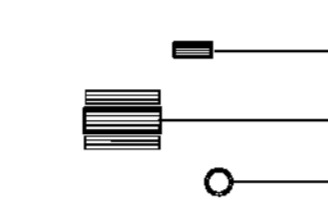
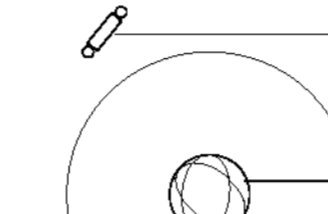
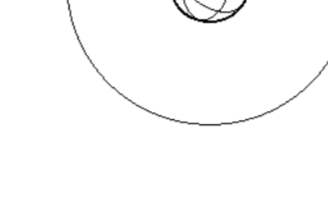
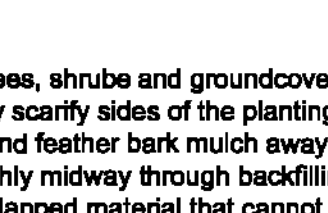
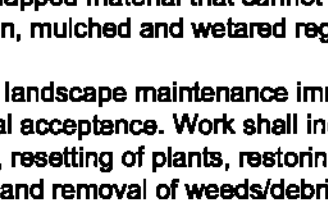
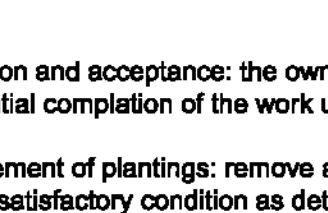
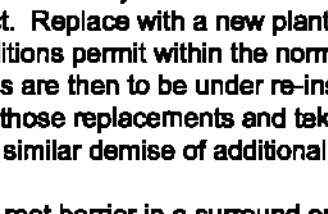
7. Plants shall be pit planted with a 50/50 prepared mix of native soil and topsoil mix. See planting details for depth and staking requirements.

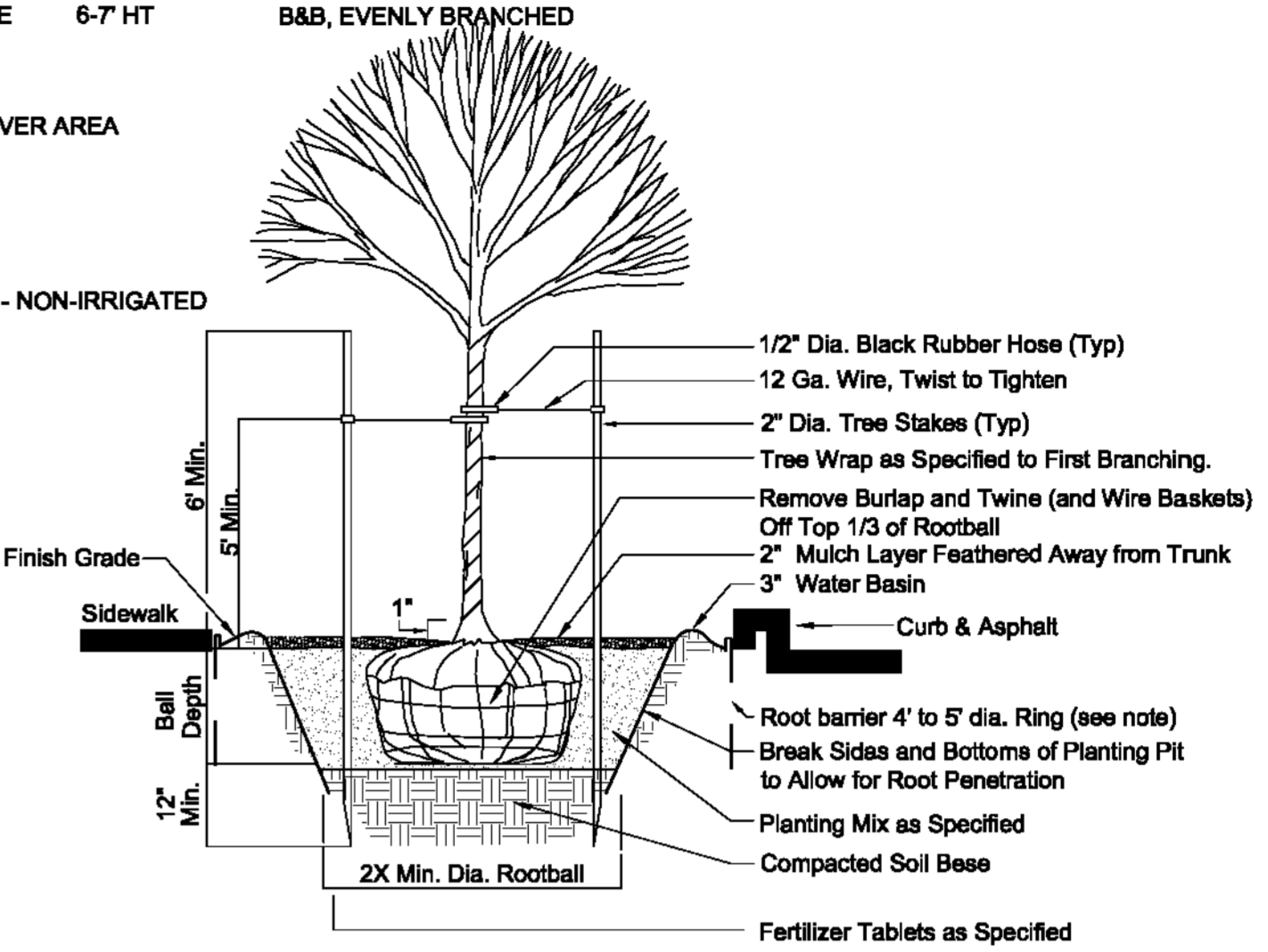
8. Fertilize all installed plants during backfill operations with organic fertilizer as recommended by manufacturer.

9. Mulch all planted areas with a minimum 2 inch (2") depth of medium fine bark mulch. Finish grade of mulch shall be one inch (1") below top of adjacent hard surface.

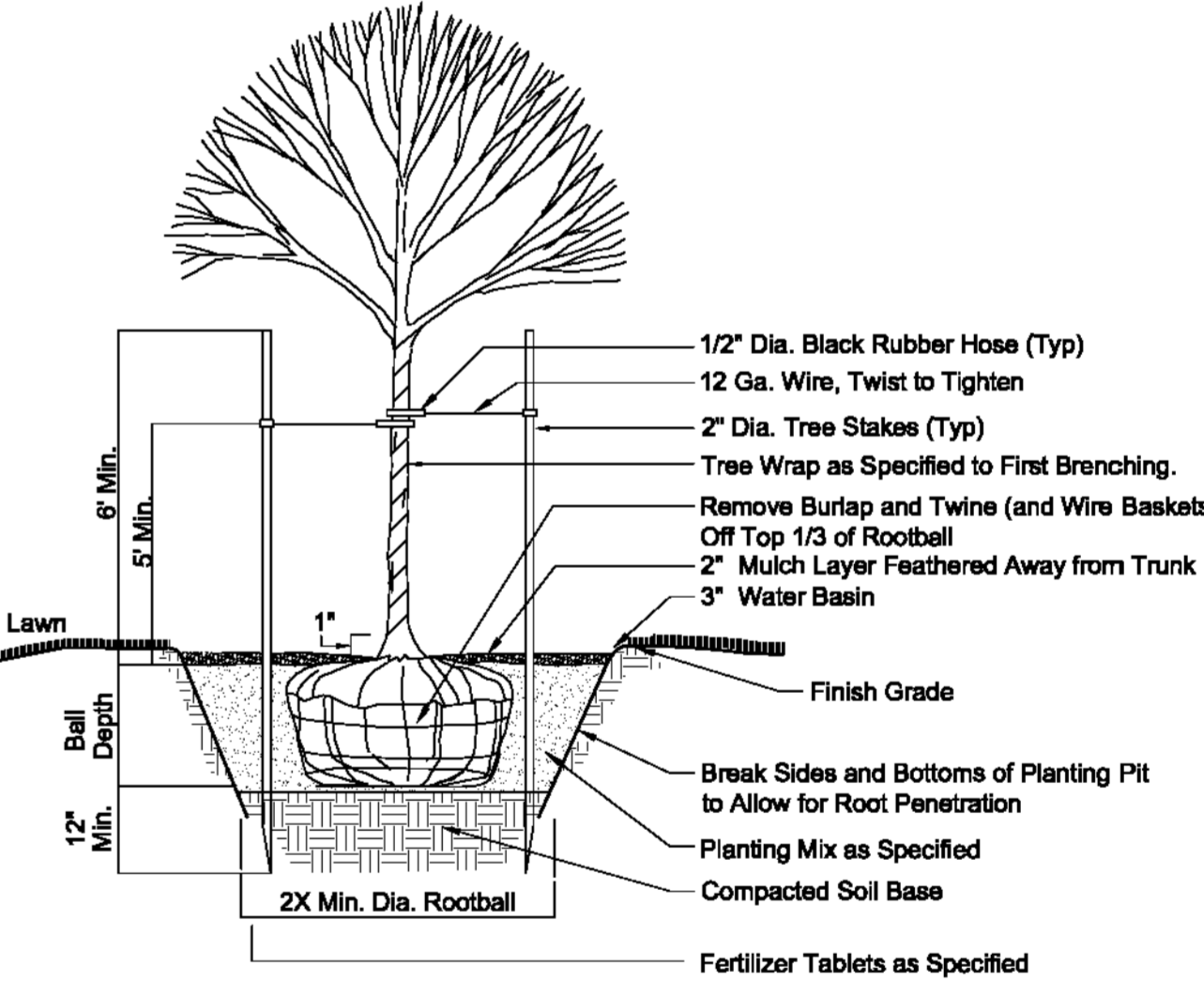
10. All plant material to be nursery grown stock and arrive on-site in a healthy, vigorous, well branched, disease and insect free condition.

PRELIMINARY PARK & GREENBELT SCHEDULE

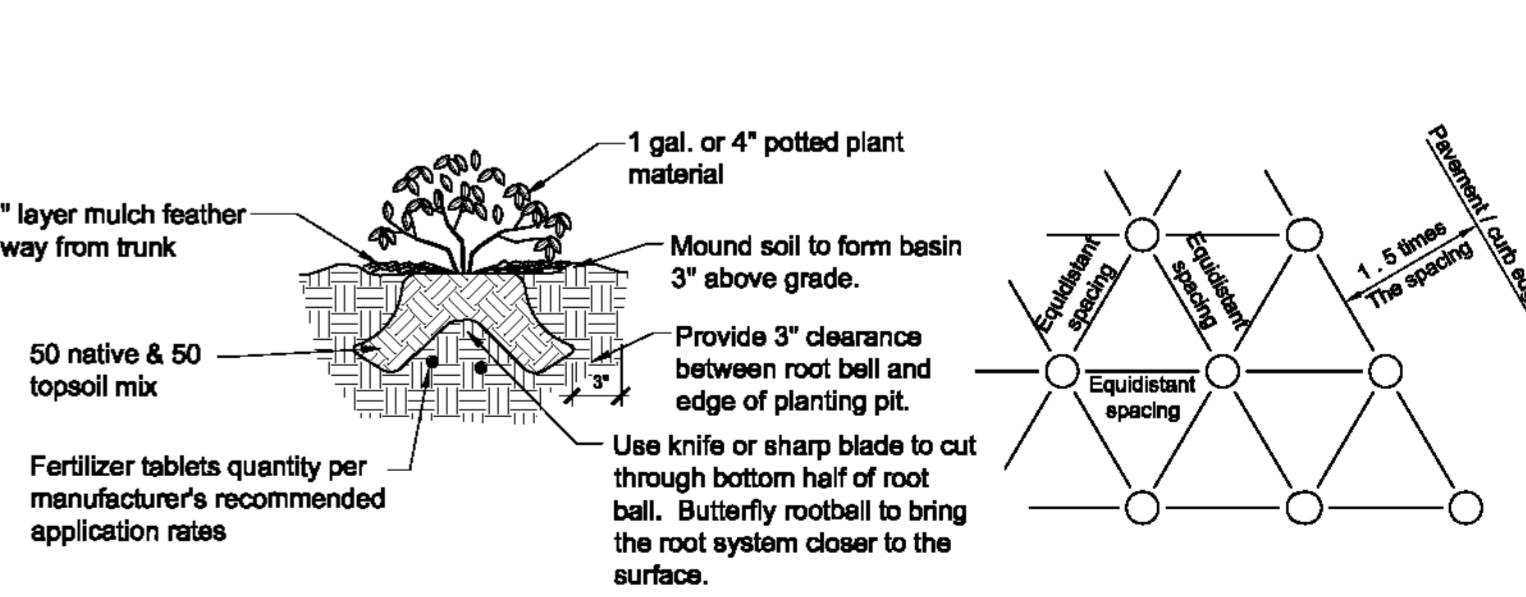
SYMBOL	DESCRIPTION	SIZE	SPACING, CONDITION & REMARKS
	DECIDUOUS PARK / GREENBELT TREE	1.5" CAL.	B&B, EVENLY BRANCHED
	CONIFEROUS PARK / GREENBELT TREE	6-7' HT	B&B, EVENLY BRANCHED
	PLANTING BED - SHRUB & GROUNDCOVER AREA		
	LAWN AREA - IRRIGATED		
	NATIVE GRASSES/WILDFLOWER AREA - NON-IRRIGATED		
	BACKLESS BENCH		
	PICNIC TABLE		
	RECYCLE / TRASH CONTAINER		
	PLAYGROUND SAFETY SIGN		
	PLAY STRUCTURE		



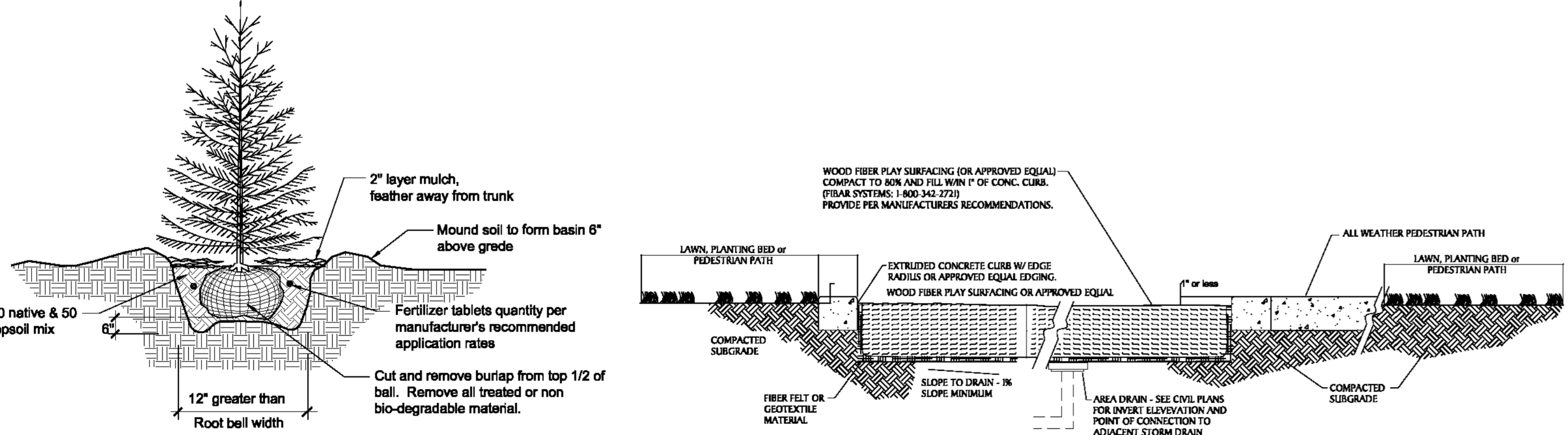
Tree w/Root Barrier Planting Detail



Tree in Lawn Planting Detail



Groundcover Planting Detail



Conifer Tree Planting Detail

Play Area Curb & Surfacing Detail

Shrub Planting Detail

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location
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f.253.276.0132
www.bradtree.com
info@bradtree.com



Prelim. Landscape Schedules, Notes & Details

SOUTH ORCHARD 1 - PRELIMINARY PLAT

VSI DEVELOPMENT, LLC

SECTION 4, TOWNSHIP 8N, RANGE 28E, BENTON COUNTY, WA

REVISION		
No.	Date	By

Scale: Not to Scale

Design: LAFW

Project Manager: MFW

Client: KBR

Date: 6 Jan. 2014

Project: Prelim. Plat Submittal

Sheet No.: L-5

21 of 21 Sheets

13026





Council Agenda Coversheet

Council Date: 04/15/2014

Category: Consent Calendar

Agenda Item: C5

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RESOLUTION NO. 38-14, APPROVING THE BENTON COUNTY SOLID WASTE MANAGEMENT PLAN

Department: Public Works

Ordinance/Resolution: 38-14

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 38-14, approving the 2013 update to the Benton County Solid Waste Management Plan.

Summary:

State law requires cities and counties to prepare Solid Waste Management Plans and directs that counties take a lead role in the planning function. Cities may participate in a county-wide planning process or complete an independent process. Since the 1990's the cities within Benton County, including Richland, have entered into interlocal agreements to prepare joint solid waste management plans.

In 2009, and then again in 2011, the City prepared a Solid Waste Management Plan (City Plan) to guide operations of its Solid Waste Utility.

In 2013, Benton County elected to update its previous Solid Waste Management Plan (BSWP) because the previous plan had become obsolete. The City, through its participation in the Benton County Solid Waste Advisory Committee, supported an update to the BSWP. The City requested that the County include the City Plan as an approved element within the BSWP.

The Washington State Department of Ecology administers programs that distribute funds to eligible agencies for solid waste-related programs. Programs included in an approved Solid Waste Management Plan are eligible for grant funding. Approval of the BSWP, with the City Plan included, provides eligibility to City and County programs for Ecology funding.

The most visible use of the Ecology funding in Benton County has been the moderate risk waste program. The Benton County Solid Waste Advisory Committee continues to prioritize this program as its highest priority program. Accomplishing an improved level of service for this program is the subject of ongoing effort.

Since completion of the City Plan, and recognition of it by Ecology, the City has sought and received Ecology grant funds to support the City's compost program.

The proposed resolution formally provides the City's support for adoption of the BSWP. Approval of the BSWP is beneficial to the City as it supports the continuation and possible improvement of the moderate risk waste program as well as providing support for future County-led or City initiatives. Staff recommends approval.

Fiscal Impact?

☒ Yes ☐ No

The Solid Waste Utility 2014 budget includes funds to support the County-led planning and moderate risk waste program. Because of the Ecology funding the City's support of this program represents a good value to Richland residents. Approval of the BSWP preserves that value into the future and will not require increased costs to the City.

Attachments:

- 1) RES 38-14 Benton County Solid Waste Mgmt
- 2) Benton County Solid Waste Mgmt Plan

City Manager Approved:

Hopkins, Marcia
Apr 10, 15:08:43 GMT-0700 2014

RESOLUTION NO. 38-14

A RESOLUTION of the City of Richland adopting the final draft 2013 Update to the Benton County Solid Waste and Moderate Risk Waste Management Plan.

WHEREAS, the Washington State Legislature, pursuant to provisions of RCW 70.95, enacted legislation, the purpose of which is to establish a comprehensive state-wide program for solid waste handling, and solid waste recovery and/or recycling which will prevent land, air and water pollution and conserve the natural, economic, and energy resources of this state; and

WHEREAS, pursuant to the provisions of RCW 70.95.080 each county within the state, in cooperation with the various cities located within such county, shall prepare a coordinated comprehensive solid waste and moderate risk waste management plan; and

WHEREAS, per the Interlocal Agreement for Solid Waste Management by and between Benton County and the Cities of Benton City, Kennewick, Prosser, Richland, and West Richland, as governmental entities, all have agreed amongst themselves, by actions of governing authorities of the respective parties, that there should be only one solid and moderate risk waste management plan to encompass the entirety of Benton County; and

WHEREAS, pursuant to RCW 70.95 the Benton County Solid Waste Advisory Committee and Solid Waste Staff have revised the Benton County Solid Waste and Moderate Risk Waste Plan; and

WHEREAS, the City of Richland prepared and adopted a Solid Waste Management Plan to supplement the Benton County Solid Waste and Moderate Risk Waste Plan; and

WHEREAS, the City requested that its 2011 Solid Waste Management Plan be incorporated into the Benton County Solid Waste and Moderate Risk Waste Plan; and

WHEREAS, the 2013 Revision of the Benton County Solid Waste and Moderate Risk Waste Plan includes the City of Richland's Solid Waste Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland, in consideration of the premises and in further consideration of mutual agreements and covenants, does hereby approve and adopt the 2013 Revision of the Benton County Solid Waste and Moderate Risk Waste Plan for the management of solid waste in Benton County.

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 15th day of April, 2014.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

FINAL DRAFT

2013 Update to the Benton County Solid Waste Plan

'A "roadmap" to managing the comprehensive solid waste and moderate risk waste management systems in Benton County.'



Prepared for:
Benton County Solid Waste
620 Market St., Prosser, WA 99350
509-786-5611

Prepared by:
HDR ENGINEERING
2805 Saint Andrews Loop, Suite A,
Pasco, WA 99301 509-546-2061

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Chapter 1

Introduction



1.0 Introduction

The 2013 Benton County Comprehensive Solid Waste Management and Moderate Risk Waste Management Plan (2013 Plan) provides background and guidance for a long-term approach to solid waste and moderate risk waste (MRW) management in the region. This 2013 Plan comprises the combined comprehensive solid waste management plan (CSWMP) and Local Hazardous Waste/Moderate Risk Waste (MRW) Plan for the incorporated and unincorporated areas of Benton County (combined Plan).

1.1 Purpose and Organization of Plan

The purpose of this 2013 Plan is to serve as a “roadmap” to managing the comprehensive solid waste and MRW management systems in Benton County. The 2013 Plan was developed as a joint effort of Benton County and the cities of Benton City, Kennewick, Prosser, Richland, and West Richland. It is intended to provide citizens and decision makers in Benton County with a guide to implement, monitor, and evaluate future activities in the planning area for a 20-year period. The recommendations for the 2013 Plan not only guide local decision makers, but substantiate the need for local funds and state grants to underwrite solid waste and MRW projects.

The 2013 Plan conforms to the requirements of the State Solid Waste Management “Reduction and Recycling Act” (RCW 70.95, and follows suggested protocol as outlined in “Guidelines for the Development of Local Comprehensive Solid Waste Management Plans and Plan Revisions” (Waste 2 Resource Program, February 2010, Publication No. 10-07-005).

The MRW Plan has been prepared to meet the planning requirements prescribed in the Local Hazardous Waste Planning Guidelines, RCW 70.105.220 and RCW 70.951.020, and follows the suggested protocol as outlined in Guidelines for Developing and Updating Local Hazardous Waste Plans (Waste 2 Resources Program, October 2009, Publication No. 09-07-073). The purpose of the MRW Plan is to establish the goals and objectives for the safe handling and management of moderate risk waste, which is composed of household hazardous waste (HHW) and conditionally exempt small quantity generator (CESQG) waste generated in the County. The Plan will direct and guide the management of these wastes over a twenty year planning period, from 2010 to 2030. The recommendations included in the MRW Plan are based on existing conditions and forecasts of future conditions in the County.

The Plan is organized as follows:

Chapter 1	Introduction and Background of the Planning Area
Chapter 2	Waste Stream Analysis
Chapter 3	Education and Outreach, Waste Reduction, Recycling, and Organics
Chapter 4	Collection Systems

Chapter 5	Transfer and Disposal
Chapter 6	Miscellaneous Wastes
Chapter 7	Moderate Risk Waste
Chapter 8	Administration and Enforcement
Chapter 9	Implementation

1.2 2013 Plan Goals and Objectives

The intent of this Plan is to establish the foundation for the proper management of solid waste and MRW in Benton County. This Plan update incorporates the following goals and objectives:

Goal #1: Emphasize public outreach and educational programs.

Objectives:

- Expand methods of outreach, including use of social media.
- Host and advertise events to increase participation.
- Coordinate events regionally.
- Link regional websites.
- Provide all types of information, including financial.

Goal #2: Continue developing solid waste programs and projects that promote and maintain a high level of public health and safety which protects the human and natural environment of Benton County.

Objectives:

- Address the management of all types of solid waste.
- Lead by example in environmental protection and in meeting environmental regulations.
- Provide consistency among resource, land use, and waste management plans.
- Address illegal accumulation of waste at residences and other locations.

Goal #3: Manage solid wastes in a manner that promotes, in order of priority: waste reduction, reuse, and recycling, with source separation of recyclables as the preferred method.

Objectives:

- Work toward reaching a diversion rate of 50% by 2020.
- Emphasize programs for commercial waste diversion.
- Establish consistent methodologies to measure the baseline and future progress in achieving waste diversion.
- Obtain accurate data on waste diversion activities.
- Support statewide product stewardship policies.

Goal #4: Encourage and expand coordination and communication regarding solid waste issues among all jurisdictions, agencies, and private firms in Benton County.

Objectives:

- Encourage consistent policies across jurisdictions.
- Encourage public involvement in the planning and implementation process.
- Emphasize local responsibility for solving solid waste management issues.

Goal #5: Provide for efficient collection, transfer, and disposal of MSW and recyclables.

Objectives:

- Ensure access to collection or drop-off services for residences, businesses, and industry.
- Locate recycling and solid waste transfer, processing, and disposal facilities to optimize service levels and transportation efficiencies.
- Ensure adequate disposal capacity.

Goal #6: Establish guidelines and strategies for management of specific waste streams.

Objectives:

- Develop a plan to prepare for management of disaster debris.
- Develop Best Management Practices for agricultural waste reuse and recycling.
- Develop a plan for managing tires.
- Develop a plan for managing universal waste.
- Continue and expand the use of litter work crews.

Goal #7: Promote and reduce obstacles to the development of new solid waste technologies and facilities.

Objectives:

- Identify specific waste streams appropriate for technology or facility development.
- Identify regionally beneficial opportunities.

Planning Authorities

1.2.1. Solid Waste Advisory Committee

According to Chapter 70.95 RCW, each county shall establish a local solid waste advisory committee (SWAC) to assist in the development of programs and policies for solid waste

handling and disposal, and to review and comment upon proposed rules, policies, or ordinances prior to their adoption. Two primary responsibilities of the SWAC are to advise on the 2013 Plan development and to assist in the plan adoption process. This Plan Update was prepared under the direction and guidance of the SWAC. The SWAC has participated in the 2013 Plan development by reviewing the previous plan and draft versions of the 2013 plan, providing input and comment on all issues covered by the 2013 Plan, acting as a liaison to their constituencies, and assisting in public involvement. The committee also reviewed the complete draft and final plans, and will be asked to recommend the 2013 Plan for adoption by the county and municipalities. After the 2013 Plan is adopted, the SWAC will routinely evaluate implementation of recommended programs, and will help to promote waste reduction and recycling throughout the region. SWAC members will also participate in amending the 2013 Plan, if necessary.

Members of the SWAC are included in **Exhibit 1-1**. Meetings are whenever action by the SWAC is needed, or at least quarterly. Minutes of the meetings are on file in the County Public Works office.

Exhibit 1-1. Solid Waste Advisory Committee Members, 2013

Name	Affiliation	Name	Affiliation
Darrick Dietrich, Chair	Basin/Ed's Disposal, Inc.	Khris Olsen	Public Citizen
Shon Small	Benton County	Patrick Puntney	Clayton-Ward
Lloyd Carnahan	City of Benton City	Pete Rogalsky	City of Richland
John Deskins	City of Kennewick	Roscoe Slade	City of West Richland
Bob Elder	City of Prosser	Jeff Wheatley	Waste Management
Mike Jewett	Sanitary Disposal		

1.2.2. Role of Local Governments

The cities of Benton County have chosen to fulfill their solid waste management planning responsibilities by participating with the county in preparing a joint city-county plan for solid waste management.

The 2013 Plan has been developed with Benton County as the lead agency and participation and cooperation defined in an inter-local agreement among the County and the cities of Benton City, Kennewick, Prosser, Richland, and West Richland, with only the Hanford area excluded.

1.3 Solid Waste Planning History in Benton County

This 2013 Plan is the most recent plan and supersedes all previous Benton County solid and hazardous waste plans, including the *1977 Comprehensive Solid Waste Management Plan for Benton and Franklin Counties*, the *1994 Benton-Franklin Counties Comprehensive Solid Waste Plan*, and the *2006 Solid Waste Management Plan Update* (the 2006 Plan).

Exhibit 1-2. lists key recommendations from the 2006 Plan and their current implementation status.

Exhibit 1-2. Status of Previous Solid Waste Management Plan Recommendations

Recommendations	Status
Public Education and Outreach	
1. Develop and distribute bilingual outreach materials.	Ongoing
2. Develop and distribute direct mailing newsletter.	Ongoing in City of Richland
3. Develop phone book section insert with information on solid waste and recycling.	Not implemented
4. Increase use of social media and web sites for information dispersion.	Ongoing
5. Provide technical assistance to schools and businesses.	Ongoing
Waste Reduction	
1. County to procure recycled content products.	Ongoing
2. Develop environmentally preferable purchasing criteria for computers and electronics.	Ongoing
3. Implement City/County waste reduction policies.	Ongoing
4. Develop and implement methods to measure waste reduction results.	Ongoing
5. Provide reuse or swap shops, or both, at landfill or drop-off sites for used residential materials	Implemented
Recycling	
1. Implement internal recycling program for County operations.	Implemented
2. Implement special event recycling.	Ongoing
3. Expand recycling drop-box program.	Ongoing
4. Implement rewards program for residential recyclers.	Ongoing
5. Implement recognition program for commercial waste reduction and recycling successes.	Ongoing
6. Provide education to businesses on recycling.	Ongoing
7. Provide commercial waste audit assistance.	Not implemented
Organics	

Recommendations	Status
1. Expand yard waste chipping program.	Ongoing
2. Encourage food waste management at restaurants and other establishments, such as donations to food banks, processing for animal waste, or rendering.	Not implemented
3. Investigate opportunities for biomass processing.	Ongoing
4. Assess feasibility of in- or out-of-county composting facility.	Implemented
Collection Systems	
1. Change service levels to capture more households for recycling.	Ongoing
Transfer and Disposal	
1. Expand Horn Rapids Landfill to ensure in-county disposal capacity.	Not Implemented
2. Assess long-haul of MSW out of City of Richland.	Ongoing
3. Expand local transfer station capacity.	Not Implemented
Construction and Demolition Debris	
1. Provide education programs for contractors.	Not Implemented
2. Establish construction, demolition, and inert waste diversion specifications for public projects.	Not Implemented
3. Use recycled content building specifications for public projects.	Not Implemented
4. Develop disaster management plan.	Ongoing
5. Establish locations for staging and temporary storage of disaster debris.	Ongoing
6. Assess development of regional C&D facility.	Not implemented
Wood Waste	
1. Support diversion at transfer stations and landfills.	Ongoing
2. Provide public education on facilities to divert wood waste.	Ongoing
Industrial Wastes	
1. Continue to monitor and regulate industrial waste disposal; provide assistance as necessary.	Ongoing
Agricultural Wastes	
1. Form committee to discuss potential opportunities for alternative energy industries using agricultural waste.	Ongoing
Tires	
1. Implement City/County purchasing programs for recycled tire products.	Ongoing
2. Reduce City/County tire waste through maintenance and repair program.	Ongoing
3. Provide tire waste public education programs.	Ongoing
Biomedical Wastes	

Recommendations	Status
1. Provide education materials for correct management of residential medical waste.	Ongoing
2. Collect sharps and outdated pharmaceuticals at MRW collection sites.	Ongoing
Asbestos	
1. Educate homeowners on proper handling methods.	Ongoing
Moderate Risk Wastes	
1. Expand public education program.	Ongoing
2. Provide information on alternative products.	Ongoing
3. Use mobile collection center to target rural areas.	Not implemented
4. Expand household hazardous waste collection to include biomedical waste generated by households.	Ongoing
5. Implement recognition program for businesses.	Ongoing
6. Provide business collection assistance.	Ongoing
7. Continue enforcement efforts.	Ongoing
Tank Pumping	
1. Continue private sector management of septage.	Ongoing
2. Assess feasibility of developing facility if disposal becomes limited for oil/waste separator sludge.	Ongoing
3. Continue private sector management of fats/oil grease tank pumping.	Ongoing
Electronic Wastes	
1. Inventory available opportunities for e-waste collection and recycling.	Ongoing
2. Establish relationships with recyclers and programs to recycle e-waste.	Ongoing
Administration	
1. Facilitate interagency cooperation.	Ongoing
Enforcement	
1. Coordinate enforcement activities among responsible agencies.	Ongoing
2. Improve coordination among County agencies, cities, and other relevant public agencies responsible for illegal dumping cleanup, education, and prevention programs.	Ongoing
3. Develop coordinated public outreach and education program.	Ongoing

1.3.1. City of Richland 2011 Solid Waste Management Plan

The 2011 City of Richland Solid Waste Management Plan documents existing waste management policies and current programs established and operated by the City. The City's plan is incorporated by reference into the County plan, and is not intended to replace the City's

commitment to the Benton County Comprehensive Solid Waste Management Plan and Interlocal Agreement. Copies of Richland's Solid Waste Management Plan may be obtained by contacting the City's Public Works Department.

The City's plan serves as a guide to Richland's solid waste management approach in the years ahead. Highlights of the plan's recommendations include the following:

- Enhance existing waste and recycling programs for commercial customers.
- Continue curbside collection of food waste by the commercial sector.
- Expand Horn Rapids Landfill.
- Expand diversion of construction and demolition materials at Horn Rapids Landfill as markets allow.
- Support diversion of wood waste at transfer station and landfill.
- Encourage and support research and development of alternative energy industries and development of new recycling technologies.
- Promote programs and provide incentives that encourage and support waste reduction, reuse, and recycling.

1.4 Relationship to Other Plans

The solid waste management plan must be viewed in the context of the overall planning process within all jurisdictions. As such, it must function in conjunction with various other plans, planning policy documents, and studies which deal with related matters. Included among these are the County Comprehensive Plan and Zoning Code, Shoreline Management Master Plan, capital facility plans, emergency management plans, watershed plans, and floodplain management plans.

1.4.1. Benton County Comprehensive Plan

The planning guidelines require that the solid waste management plan reference comprehensive land use plans for all participating jurisdictions to ensure that the solid waste management plan is consistent with policies set forth in the other documents. This includes the Benton County Comprehensive Land Use Plan 2006 Update (with revisions).

Benton County's Comprehensive Plan is the official statement adopted by the Benton County Board of Commissioners (Board) setting forth goals and policies to protect the health, welfare, safety, and quality of life of Benton County's residents. The fundamental purpose of the plan is to manage growth and land use in order to sustain and enhance the quality of life for county residents, as that quality is defined by the residents themselves via the public process. The plan expresses a long-range vision of how citizens want their rural community to look and function in the future. The plan helps to focus, coordinate, and direct the many diverse activities of County departments by providing a comprehensive and common vision.

1.4.2. Shoreline Management Plans

Shoreline management plans establish policies and regulations for development along shorelines. Shorelines include all waters of the state, including reservoirs, floodplains, and their associated wetlands. While the area is recognized as arid and semi-arid, there are a number of hydrological features meeting the definitions for protection under the Washington Shoreline Management Act of 1972. Benton County contains Mound Pond and Yellepit Pond. The shorelines of the Columbia and Yakima Rivers are also regulated by the Shoreline Management Act. The Benton County Shoreline Management Master Plan prohibits development of sanitary landfills along shorelines.

1.5 Background of the Planning Area

The planning area includes Benton County and the cities of Benton City, Kennewick, Prosser, Richland, and West Richland, with only the Hanford area excluded. The county is bordered on the west by Klickitat and Yakima counties, on the north by Grant county, on the east by Franklin and Walla Walla counties, and on the south by Umatilla county, Oregon.

1.5.1 Population

Between 1990 and 2010, the County's population increased from 112,560 to 188,931, a 68% increase. Exhibit 1-3 contains population data for 1990 -2010.

Exhibit 1-3. Benton County Population 1990-2010

Area	1990	2000	2005	2010
Benton County	112,560	142,475	159,286	188,931
Unincorporated	27,849	33,169	34,979	43,453
Incorporated	84,711	109,306	124,307	145,478

Source: 2011 update to the Benton County Comprehensive Plan

There are five population centers in Benton County: Benton City, Kennewick, Prosser, Richland, and West Richland. Between 2005 and 2010, the County's population increased nearly 19%. The population growth for Benton County between 2005 and 2010 is summarized in

Exhibit 1-4. As indicated, the City of Benton City experienced the highest rate of growth during the period, while the City of Richland experienced the greatest increase in population.

Exhibit 1-4. Benton County Population, 2005-2010

	2005 Population	2010 Population	Rate of Population Growth	Change in Population
County Total	159,286	188,931	18.6%	29,645

Unincorporated	34,979	43,453	24.2%	8,474
Incorporated	124,307	145,478	17.0%	21,171
Benton City	2,901	3,779	30.3%	878
Kennewick	62,715	71,794	14.5%	9,079
Prosser	5,331	5,668	6.3%	337
Richland	43,309	52,901	22.1%	9,592
West Richland	10,051	11,336	12.8%	1,285

Source: 2011 update to the Benton County Comprehensive Plan

The land area of the County is 1,782 square miles. In 2011, a little over 50% of the county was in some form of agricultural use. Exhibit 1-5 indicates the distribution of land use in the County.

Exhibit 1-5. Benton County Land Use

Land Use Type	Acres	Square Miles	Percent
Cities and Urban Growth Area	71,235	111	6%
Hanford Site	266,220	416	24%
Unincorporated Area			
Irrigated Agriculture	251,406	393	23%
Dryland Agriculture	309,373	484	28%
Rangeland & Undeveloped	183,973	288	16%
Residential (rural)	22,342	35	2%
Public	5,945	9	1%
Commercial	3,035	0.5	0
Industrial	1,526	2.3	0
Aggregate	367	0.57	0
Unbuildable	251	0.39	0
Total Unincorporated Area	778,218	1,235	70%
Total County Area	1,115,673	1,782	100%

Source: 2006 Benton County Comprehensive Plan, updated 2011

The Hanford Reservation accounts for over 24% of the County's area, or about 416 square miles. The land use trend on the Hanford Site can be broadly described as the gradual reintegration of major portions of Hanford's resources (land, water, and infrastructure) into the economy, custom, and culture and regulatory authority of local jurisdictions within which the Site lies. The Site is presently being cleaned up for future uses that, in addition to federal missions, will likely include non-defense related private and public sector uses. Local jurisdictions are preparing land

use plans for the portions of the Hanford Site within their boundaries. The Hanford Site is not included in the county's solid waste management plan.

1.5.2 Economy

During the current decade, all of eastern Washington is experiencing significant population and economic growth for reasons beyond local influence. It is anticipated that the current regional growth trend will continue into the near and mid-term future (5 to 10 years).

The region's economy is anchored in agriculture, bio and high-technology, manufacturing, service industry, and government. Businesses range from a U.S. Department of Energy (DOE) national laboratory, high-tech firms, environmental and engineering companies, to food growers and processors, wineries, and manufacturers. Three major sectors have been the principal driving forces of the economy in the Benton County since the early 1970s:

- DOE and its contractors operating the Hanford Site;
- Supply System in its construction and operation of nuclear power plants; and
- The agricultural community, including a substantial food-processing component.

Except for a minor amount of agricultural commodities sold to local-area consumers, the goods and services produced by these sectors are exported outside the County. In addition to the direct employment and payrolls, these major sectors also support a sizable number of jobs in the local economy through their procurement of equipment, supplies, and business services. A summary of the non-agricultural employment is provided in **Exhibit 1-6**.

In addition to these three major employment sectors, three other components can be readily identified as contributors to the economic base of the county. The first of these, loosely termed "other major employers," include the five major non-Hanford employers in the region. A summary of the major employers of the region (Benton and Franklin counties) is provided in **Exhibit 1-7**.

**Exhibit 1-6. Tri-Cities MSA Non-Agricultural Employment
February 2011**

Category	Employees
Total Nonfarm	98,500
Goods Producing	12,700
Construction	5,700
Manufacturing	7,000
Services Providing	85,800
Private Services	67,700
Trade, Transportation, Utilities	15,200
Financial Services	3,700
Government	18,100

Source: Tri-City Development Council, accessed January 2013.

http://www.tridec.org/site_selection/tri-cities_demographics/labor_forceemployment/

Exhibit 1-7. Major Employers in the Tri-Cities Region

#	Company	Industry	Employees
1	Battelle/Pacific Northwest National Laboratory	Research and Development	4,485
2	URS	Government	3,500
3	CH2M Hill	Government	3,260
4	ConAgra	Value Added Agriculture Products	3,057
5	Bechtel National	Government	2,850
6	Kadlec Medical Center	Health Services	2,175
7	Washington River Protection	Government	1,686
8	Mission Support Alliance	Government	1,478
9	Washington Closure Hanford	Government	1,370
10	Tyson Foods	Value Added Agriculture Products	1,300
11	Energy Northwest	Research and Development/Manufacturing	1,222
12	Kennewick General Hospital	Health Services	1,072
13	Broetje Orchards	Value Added Agriculture Products	1,000
14	Lourdes Health Network	Health Services	807
15	AREVA	Manufacturing	662
16	Apollo Inc.	Manufacturing	625
17	Lockheed Martin	Technology/Government	600
18	Boise Cascade	Manufacturing	571
19	Fluor Federal Services	Government	541
20	Department of Energy (DOE)	Government	414

Source: Tri-City Development Council, accessed January 2013. [http://www.tridec.org/site_selection/tri-cities_demographics/major_industry_employers/#Top 25 Employers](http://www.tridec.org/site_selection/tri-cities_demographics/major_industry_employers/#Top_25_Employers)

1.6 Evaluation of Potential Landfill Sites

A preliminary siting review assessment was performed in 1994, with the intent of providing an initial assessment of the feasibility of siting a new landfill in Benton County (copy of feasibility on file with Benton County). Some of the locational standards are not appropriate for evaluating an entire county at once. These criteria are site specific and should be used when evaluating a single candidate site or a limited number of potential sites. The Solid Waste Management Plan should not be used for detailed site analysis, but rather to identify areas that can be examined in detail in other studies.

Areas addressed in the study included the following, all other factors determined by the Benton-Franklin Health District.

- Geology
- Surface water
- Climatic factors
- Groundwater
- Slope
- Land use
- Soil
- Cover material
- Toxic air emissions
- Flooding
- Capacity



Chapter 2

Waste Stream Analysis

2.0 Waste Stream Analysis

An accurate analysis of the types and quantities of waste generated provides the necessary data for identifying existing and future solid waste system needs, and the policies and programs to be implemented to meet those needs. This chapter analyzes Benton County's waste generation trends, and utilizes historical and projected population data to produce a 20-year (2012 to 2032) waste generation forecast. The chapter also includes waste composition data for the disposed waste stream, in order to identify potential opportunities for recycling, composting or other diversion activities.

For the purposes of this analysis, waste generation is defined as tons of solid waste disposed and diverted in Benton County. Most types of solid waste are disposed of in landfills; however, some wastes are incinerated, used as soil amendment, or disposed in sites designated for a specific type of waste. The largest component of the waste stream is mixed municipal solid waste (MSW) and consists of waste typically generated by residences, offices, and other businesses and institutions, excluding special wastes. Special wastes include industrial waste, wood waste, demolition debris, biomedical wastes, sludge and septic tank pumpings, tires, and other types of wastes. Each category of special waste has its own characteristics and handling needs. Special waste and hazardous wastes produced by households, and by businesses in small quantities, are addressed separately in Chapters 6 and 7 of this Plan.

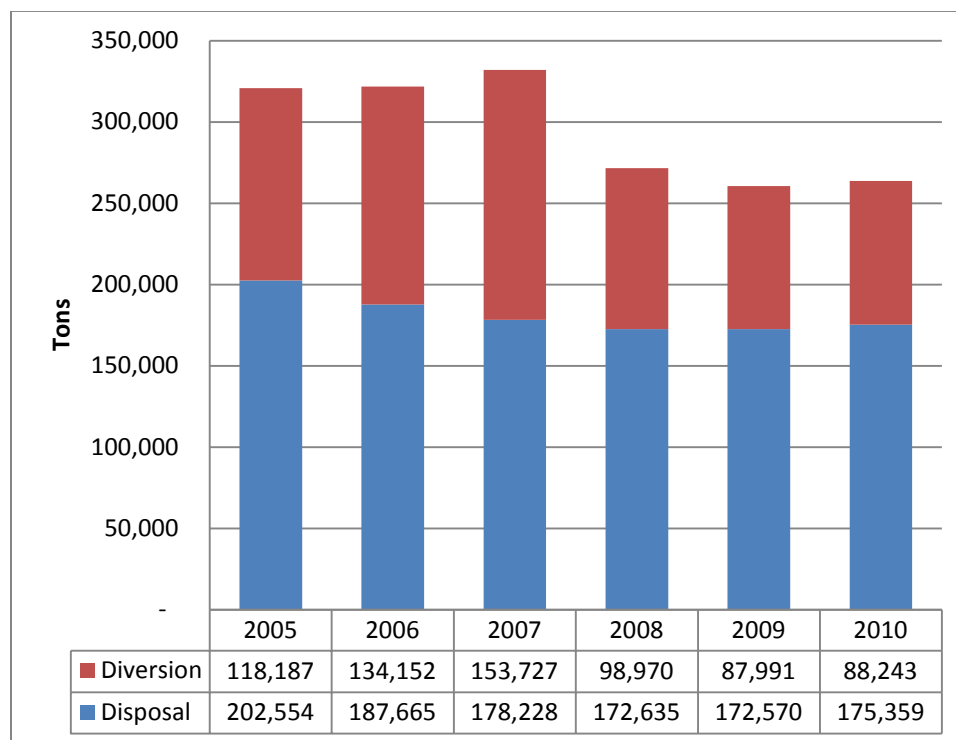
Data used in this Plan reflect a key difference between disposed and diverted quantities of waste. As used in this Plan, disposed solid waste is considered to be all solid waste placed in landfills within, or outside of the county. Diverted waste includes waste that is recycled, composted, or otherwise diverted from disposal.

2.1 Waste Generation

According to data from Ecology, the total amount of waste generated in Benton County in 2010 was approximately 263,000 tons, including 175,000 tons disposed and 88,000 tons diverted.

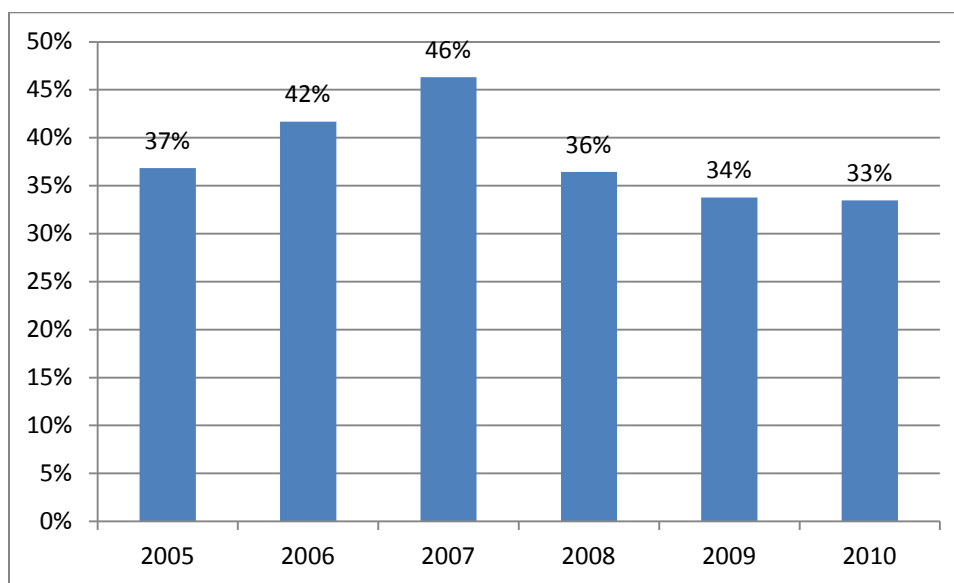
Exhibit 2-1 depicts the amount of solid waste generated in the County between 2005 and 2010. The overall decline in generation beginning in 2008 is indicative of the economic slowdown and similar to other regions across the state and country.

The disposal data includes municipal solid waste that is disposed in landfills, as well as other types of disposed waste, such as construction, demolition, and inert debris and petroleum contaminated soil. The diversion data incorporates recycled materials as well as materials that are diverted, such as asphalt and concrete, and wood waste diverted for energy recovery.

Exhibit 2-1. County-wide Waste Generation, 2005 - 2010

2.2 Diversion Rate

The County's overall diversion rates for the years 2005 through 2010 are shown in **Exhibit 2-2**. The decline in the diversion rate can be attributed to the decline in the economy, and most notably decline in building construction, which contributed significantly to the quantity of waste diverted, specifically inert, asphalt and concrete, etc. The County has established a goal of 50% diversion by 2020. Policies and programs will be recommended in the Plan to enable the County to reach the diversion goal.

Exhibit 2-2. County-wide Diversion Rate, 2005 to 2010

2.3 Waste Generation Projections

2.3.1. Per Capita Waste Generation

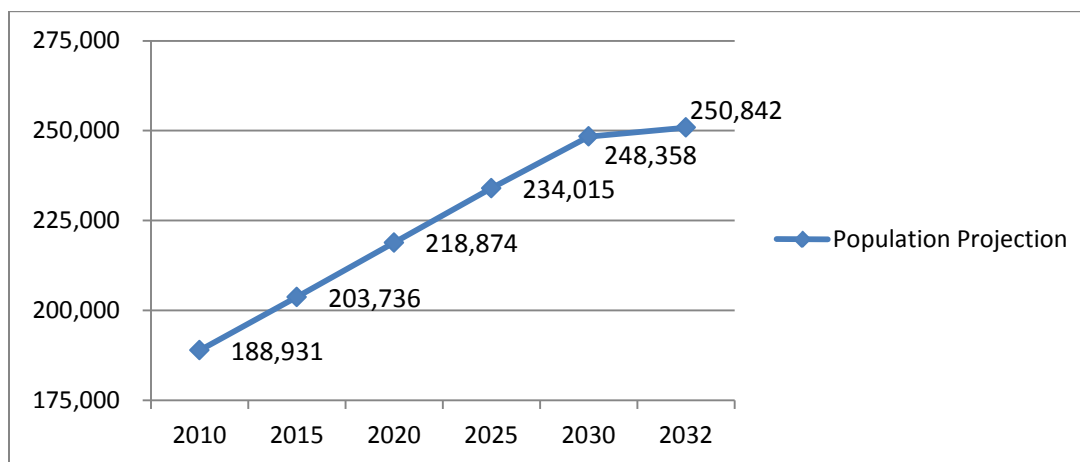
The methodology used to estimate solid waste generation rates for the next 20 years consists of using the per capita generation rate and multiplying this rate by population projections. The per capita waste generation rate for the State of Washington in 2009 was 12.37 lbs/person/day (disposed amounts include all waste that was disposed in MSW, limited purpose, and inert landfills and incinerators, both in-state and exported). Utilizing this number and Benton County population data, the 2010 waste generation in Benton County would be calculated to be over 426,000 tons, which is more than the 263,600 tons reported for the County in 2010. Therefore, this study calculates the County's per capita generation rate using the known data from 2010. That calculation is:

$$\text{2010 Per Capita Waste Generation Rate} = \frac{\text{Total Waste Generation (tons)}}{\text{Population (pp)}} = \frac{263,603 \text{ (tons)}}{188,931 \text{ (pp)}} \times \frac{2,000 \text{ lb}}{\text{ton}} \times \frac{365 \text{ days}}{\text{year}} = \mathbf{7.65 \text{ lb/pp/day}}$$

2.3.2. Population Projections

The population projections for the Solid Waste Management Plan planning period 2010 to 2032 utilizes the 2011 County Comprehensive Plan. Based on this data, it is estimated that the County's population will reach 250,842 by the year 2032. In **Exhibit 2-3**, the population projections are shown in 5 year increments through 2030, and then extrapolated to 2032 for the purposes of waste generation planning. The population of the County is anticipated to continue growing over the next 20 years, by approximately 7-8 % every 5 years. This is based on the Washington State Office of Financial Management High Series population projections.

Exhibit 2-3. Benton County Population Projections 2010-2032



Source: Washington State Office of Financial Management.

Utilizing the population projections from the County Comprehensive Plan and the per capita waste generation rate above, the estimated waste generation over the 20-year planning period is calculated, as shown in **Exhibit 2-4**.

Exhibit 2-4. Benton County Solid Waste Projections 2010-2032

	2010	2015	2020	2025	2030	2032
Projected Waste Generation (tons)	263,603	284,259	305,380	326,505	346,517	350,206

Waste generation is influenced by various demographic and economic factors, including changes in levels of employment and personal income, the value of recyclable materials, the price of disposal services, changes in product design and packaging, and changes in behavior affecting waste reduction and recycling activities. Some of these factors are difficult to measure over time, while others are so interrelated that using them in a statistical analysis lowers the accuracy of the forecast. For these reasons, a forecast was developed based on the historical waste generation and using population to indicate the upper limit of potential increase in solid waste

generation within the county. However, it is important to realize that any of these related factors may change within the forecast period. To maintain accuracy, the generation rate should be monitored and projections should be routinely updated.

2.3.3. Level of Service

The population projections for Benton County predict a growth of approximately 62,000 people between 2010 and 2032. In order to maintain an adequate level of service, Benton County will need to provide waste management programs for an additional 86,500 tons estimated to be generated in 2032.

2.4 Waste Composition

In addition to the amount of waste being generated, it is important to evaluate the components of disposed waste in order to identify potentially recyclable and compostable materials. This information is valuable in planning effective recycling and waste minimization programs.

Several factors affect waste composition, including opportunities available for recycling or composting materials, types of business and industry, the area climate, occurrence of natural disasters, mix of urban versus rural designations, the density of single and multi-family dwellings, and technological advances.

No detailed waste composition study has been performed to date for Benton County. Waste composition studies from other jurisdictions are summarized by Waste Generation Area in the 2009 Washington Statewide Waste Characterization Study (Ecology, 2010). In order to estimate the types and quantities of materials that comprise Benton County's disposed waste stream, the categorical percentages from the Central Waste Generation Area, where Yakima and Grant Counties were sampled, were multiplied with the 2010 disposed tonnage for Benton County.

The results of the composition analysis are summarized in **Exhibit 2-5**; the complete analysis is included in **Appendix A**. As indicated, the top 5 material types include: organics (food, leaves and grass); construction and demolition materials (carpet, soil, rocks, sand, asphalt roofing, and insulation); paper packaging (cardboard, kraft paper, mixed/low grade paper packaging); wood debris (painted wood, pallets and crates, wood waste and treated wood); and consumer products (textiles, furniture, televisions).

The information presented in **Exhibit 2-5** and **Appendix A** is important for identifying the types and quantities of materials that could potentially be targeted for recycling, composting or other diversion programs.

Exhibit 2-5. Waste Disposal Composition Summary for Benton County

Material	Percent	Estimated Benton County Tons
Paper Packaging	10.4%	19,649
Paper Products	8.2%	15,492
Plastic Packaging	6.7%	12,658
Plastic Products	4.8%	9,069
Glass	3.5%	6,613
Metal	6.2%	11,714
Organics	26.2%	49,500
Wood Debris	9.9%	18,704
Construction Materials	11.1%	20,971
Consumer Products	8.5%	16,059
Hazardous/Special Wastes	3.2%	6,046
Residues	1.2%	2,267
TOTAL	100%	188,742

Source: Washington 2009 Statewide Waste Characterization Study, Central Waste Generation Area



Chapter 3

Education and Outreach, Waste Reduction, Recycling, and Organics



3.1 Education and Outreach, Waste Reduction, Recycling, and Organics

This chapter describes existing programs and potential options for reducing the amount of waste being generated and disposed in Benton County. The programs discussed in this chapter are organized as follows:

- Education and Outreach
- Waste Reduction
- Recycling
- Organics

The first section describes education and outreach, which is key to successful waste education/recycling programs and a required element of the plan (**RCW 70.95.090(7)(b)(iv)**). Programs recommended for implementation will educate and promote concepts of waste reduction and recycling throughout the County. The next section, waste reduction, discusses programs that reduce the amount of waste generated, while the final two sections discuss programs that reduce the amount of waste requiring disposal (recycling and organics management).

3.1 Education and Outreach

The County's solid waste planning goals and objectives in the area of public education and outreach are:

Goal #1: Emphasize public outreach and educational programs.

Objectives:

- Expand methods of outreach, including use of social media
- Host and advertise events to increase participation
- Coordinate events regionally
- Link regional websites
- Provide all types of information, including financial

Goal #2: Encourage and expand coordination and communication regarding solid waste issues among all jurisdictions, agencies, and private firms in Benton County.

Objectives:

- Encourage consistent policies across jurisdictions.
- Encourage public involvement in the planning and implementation process.
- Emphasize local responsibility for solving solid waste management issues.

3.1.1 Existing Programs

Public education and outreach programs supporting waste reduction, recycling and organics management activities have been ongoing. Local governments have developed programs on a variety of topics. Education efforts include the following:

- Display booth
- Speakers bureau
- Solid waste videos
- Mailings and advertisements
- Promotional materials
- Composting workshops
- Compost bin sales
- Environmental workshops
- Classroom outreach
- Website
- Social Media

Examples of outreach and education programs developed within the county are described below.

Benton County--

The County provides information on its website and on its Facebook page about the location of drop-off and buy-back sites for recyclables, as well as ways to reduce and reuse materials, the proper disposal of household hazardous waste, the Washington E-Cycle Program, used motor oil collection sites, and disposal of medical waste. The County purchases and maintains recycling containers that are available to public events for free upon request. The County also provides outreach on all its programs at a booth at the County Fair, and information to high schools on paper recycling, as well as provides support to the City of Richland's Green Living Office, and the Benton-Franklin Cooperative Extension office's composting seminars.

City of Richland--

The City has a part time "Environmental Education Coordinator" who provides information to the public about various environmental issues effecting the City or community. Information is regularly sent out to the public in newsletters, utility bill inserts, press releases to radio and television, e-newsletters and other printed publications (including the local newspaper). The Green Living Office also has a number of environmental resources available to the public, including books, curriculum, handouts, and videos. Programs and presentations relating to the environment also are made available to service organizations, businesses, non-profit organizations, and students/schools.

The City's website and social media outlets include information on how to recycle in Richland and the materials that are accepted through various programs. The City of Richland has a 24-

hour government access channel (CityView, Channel 13) which regularly plays environmentally related videos during the “Eye on our Earth” segment, and runs public service announcements. The City has an Electronic Reader Board with waste reduction and recycling information uploaded for motorists to see. The City also encourages homeowners to compost in their own backyard, and hosts backyard composting programs each year where free bins and books are provided to each trained participant. The City has implemented a Green Recognition Program for businesses, schools, and organizations to showcase their knowledge and apply for recognition awards.

City of Kennewick--

Each new resident and business is mailed a brochure outlining the City’s existing programs. The City provides curbside and drop box recycling information on its website, and also offers backyard composting workshops.

3.1.2 Options

The following are options for public outreach and education programs.

1. Website and Social Media

Benton County’s website concerning solid waste and recycling program activities has expanded since the 2006 SWMP, but could be further expanded to include additional outreach materials including bilingual materials, description of how the County is leading by example in waste reduction, and regionally coordinated links and messages, including social media links. Benton County should regularly update its website to be a successful component of a waste reduction and recycling education campaign. As with any promotional medium, the website must be user-friendly, accurate, and interesting. The website should be professionally designed, if possible.

2. Technical Assistance to Schools and Businesses

This option recognizes the need to reach schools and businesses regarding their handling of waste. Outreach to schools and businesses would offer free technical assistance and waste audits to identify opportunities to implement waste reduction, recycling and composting activities. A functional waste reduction and recycling program in a school yields daily reminders to the students of their direct impacts on the environment. The benefits of this alternative are that commercial sources produce a significant portion of solid waste in Washington. This alternative is inline with the State’s Beyond Waste Plan (Initiative 1).

3. Landfill/Facility Tours/Interactive Education

The County, City of Richland, and private companies could offer tours of the landfill and other facilities that engage students and the community with presentations on waste reduction, recycling, and other solid waste management issues.

3.1.3 Recommendations

The Solid Waste Advisory Committee reviewed the options discussed above and has recommended the following options:

1. Website and Social Media

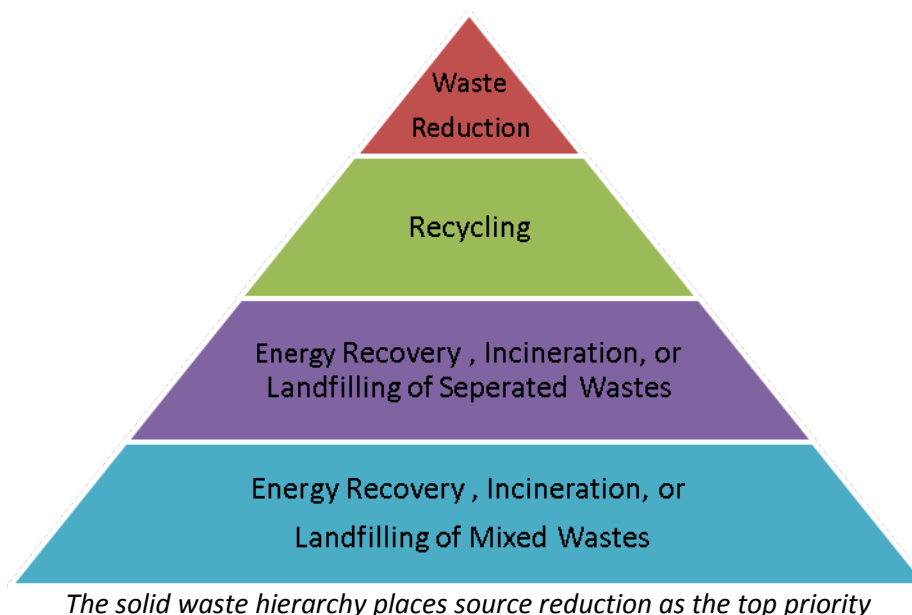
The County will strive to make its website more user friendly, and make sure it is updated as often as possible. It will include more bilingual material in order to reach out to additional residents. More information will be posted on our Facebook page to reach additional residents.

2. Technical Assistance to Schools and Businesses

The County will try additional outreach to schools and businesses and offer assistance to their staff with waste reduction, recycling and composting activities.

3.2 Waste Reduction

Waste reduction is defined as a reduction in the amount and/or toxicity of waste entering the waste stream. While all components of an Integrated Solid Waste Management System are important, reduction of waste at its source should be applied prior to implementation of other techniques, creating less waste to be recycled, reused, composted, incinerated, or landfilled.



Waste reduction is the most environmentally significant and cost-effective way to impact waste generation. Reducing waste is achieved by reducing consumption, reusing durable products, retrieving materials from disposal, reducing the toxicity of the waste stream, or a combination of these options. Unlike recycling or diversion, most waste reduction methods require no material processing. A key component of both volume and toxicity reduction involves moving “upstream” to encourage manufacturers to make less wasteful, less hazardous products.

The County’s planning goal and objectives in the area of waste reduction are as follows:

Goal #3: Manage solid wastes in a manner that promotes, in order of priority: waste reduction, reuse, and recycling, with source separation of recyclables as the preferred method.

Objectives:

- Support and maintain a solid waste system that protects human health and safety
- Work towards reaching a diversion rate of 50% by 2020.
- Emphasize programs for commercial waste diversion.
- Establish consistent methodologies to measure the baseline and future progress in achieving waste diversion.
- Obtain accurate data on waste diversion activities.
- Support statewide product stewardship policies

The following sections present a discussion of existing waste reduction programs and options for expanded or new residential and commercial waste reduction programs.

3.2.1 Existing Programs

Area jurisdictions are involved in several internal activities. The county and cities are working to instill waste reduction and recycling as a work ethic among employees, and to set an example for the community.

Washington State offers a statewide, online materials exchange, www.2good2toss.com, for municipalities. This website provides a free, online bulletin board for residents to sell or give away used, but useable items, instead of sending them to the landfill. The City of Richland lists www.2good2toss.com as well as other outlets, and they provide a handout with community reuse ideas for material exchange and reuse, such as second-hand stores, Goodwill, New Beginnings Thrift Store, and antique stores. Habitat for Humanity operates a ReStore in Richland where used and surplus building materials are sold.

The City of Kennewick is currently updating its website, and department managers are evaluating how to include the solid waste program, which will likely highlight information on waste reduction, reuse, and recycling. There are several second hand or thrift stores in the City, including Goodwill, St. Vincent de Paul, Value Village, Second Hand Haven, and Plato's Closet.

3.2.2 Options

Following are potential programs and policies for waste reduction:

1. Support Product Stewardship and Extended Producer Responsibility Policies

Product Stewardship is the act of minimizing health, safety, environmental and social impacts, and maximizing economic benefits of a product and its packaging throughout all lifecycle stages. The producer of the product has responsibility to minimize adverse impacts, along with other stakeholders, such as suppliers, retailers, and consumers, who also play a role. Stewardship can be either voluntary or required by law.

Extended Producer Responsibility (EPR) is a mandatory type of product stewardship that includes, at a minimum, the requirement that the producer's responsibility for their product extends to post-consumer management of that product and its packaging. There are two related features of EPR policy: (1) shifting financial and management responsibility, with government oversight, upstream to the producer and away from the public sector; and (2) providing incentives to producers to incorporate environmental considerations into the design of their products and packaging.

Benton County could initially support Product Stewardship programs for those items that are hazardous or toxic, and cannot be collected and handled safely via existing collection systems. Product Stewardship programs should not be for commodities that already pay their own way to

be recycled. Traditional recyclables should be left to the open market to be recycled; and the community should encourage greater market development. Policy decisions regarding end of life management of materials are the responsibility of the local policy decisions of Benton County and the local jurisdictions.

The County and cities can also become Associate Members of the Northwest Product Stewardship Council (NWPSC). Associate members are local, state, regional and federal government agencies, businesses, and non-profit organizations that support the NWPSC mission and product stewardship principles. Associate Members are required to sign on to the program on behalf of their entire agency or organization. Associate Members agree to support product stewardship programs and legislation as their agency or organization allows.

The next step is to work closely with local businesses to promote producer responsibility through voluntary initiatives and take-back programs and to work with communities regionally and statewide on more comprehensive measures. Some of the next measures the County can also consider undertaking include:

- Adopt a procurement policy that includes Extended Producer Responsibility (EPR).
- Consider partnerships with local businesses to take-back products they sell that are hazardous.
- Publish articles in newsletters highlighting the program to the general public.
- Identify businesses, especially manufacturers, and meet with them to explain the program.

2. Environmentally Preferable Products Guidelines

Environmentally preferable products (EPP) typically are defined as products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. They include products that have recycled content, reduce waste, use less energy, are less toxic, and are more durable.

Some of the benefits of EPP include:

- Improved ability to meet existing environmental goals.
- Improved worker safety and health.
- Reduced liabilities.
- Reduced health and disposal costs.

The County and cities would consider giving preference to the purchase of environmentally preferable products, and promote vendors/contractors to meet these requirements as well.

3. County/City Waste Reduction Policies

In addition to educating consumers and businesses, it is important for local governments to “practice what they preach.” Through numerous, small choices employees make each day, large amounts of waste can be prevented. Employees should be encouraged to learn more about waste reduction practices and work toward implementing and promoting such practices. Such practices by county/city employees should be implemented whenever practicable and cost-effective.

4. Promote Use of Existing Waste Exchanges

The County and other cities could promote the use of existing online materials exchange websites.

5. Promote Use of Reuse Stores and Organizations

The County and cities could promote the use of existing reuse stores and organizations in the County for residents and businesses to donate used clothing, household goods, and other items. Promotions could be implemented through the County’s website, at clean up events, and other regional events.

6. Waste Reduction Requirements for New Developments

The County and cities could require new residential and commercial development projects to incorporate measures to reduce the amount of waste generated during construction and operation. Examples include incorporating green building guidelines such as recycled content building materials, material reuse and recycling requirements, landscaping specifications, construction waste diversion, and other measures.

7. Methods to Measure Waste Management and Reduction Results

Waste reduction can be an elusive concept to measure. Even when an organization does show a reduction in their waste stream over time, without a full characterization of the waste generated before and after changes are implemented, it is difficult to prove which initiatives are successful and how successful they are. However, it continues to be a vitally important concept because it is much easier and less expensive to simply never generate waste than it is to find a way to recycle it. For that reason, the County must continue to promote waste reduction methods and set an example for other establishments by adopting waste reduction strategies.

3.2.3 Recommendations

The Solid Waste Advisory Committee reviewed the options discussed above and has recommended the following options:

1. Support Product Stewardship and Extended Producer Responsibility Policies

Benton County supports Product Stewardship programs for those items that are hazardous or toxic, and cannot be collected and handled safely via existing collection systems.

2. Environmentally Preferable Products Guidelines

The County and cities will research ways to give preference to the purchase of environmentally preferable products, and promote vendors/contractors to meet these requirements as well.

3. County/City Waste Reduction Policies

The County and cities will research ways to teach their employees to learn more about waste reduction and recycling, and work toward implementing and promoting such practices in the workplace.

4. Promote Use of Existing Waste Exchanges

The County and other cities will explore ways to promote the use of existing online materials exchange websites.

5. Promote Use of Reuse Stores and Organizations

The County and cities will explore ways to promote the use of existing reuse stores and organizations in the County.

6. Waste Reduction Requirements for New Developments

The County and cities will explore ways to encourage new residential and commercial development projects to incorporate measures to reduce the amount of waste generated during construction and operation.

Recycling

Recycling is the second tier in the hierarchy of solid waste management in the State. Although Washington State's goal to achieve a statewide recycling rate of 50 percent has not been met, recycling has continued to increase. The County's goal and objectives for recycling are established in the following:

Goal #3: Manage solid wastes in a manner that promotes, in order of priority: waste reduction, reuse, and recycling, with source separation of recyclables as the preferred method.

Objectives:

- Work towards reaching a diversion rate of 50% by 2020.
- Emphasize programs for commercial waste diversion.
- Establish consistent methodologies to measure the baseline and future progress in achieving waste diversion.
- Obtain accurate data on waste diversion activities.

3.2.4 Benton County Recycling/Diversion Rate

There are numerous methodologies for calculating a recycling or diversion rate, as described below.

MSW Recycling Rate: To determine a recycling rate that is consistent and comparable to past years, Ecology has measured a very specific part of the solid waste stream since 1986. It is roughly the part of the waste stream defined as municipal solid waste by the Environmental Protection Agency. It includes durable good, nondurable good, containers and packaging, food wastes, and yard trimmings. It does not include industrial waste, inert debris, asbestos, biosolids, petroleum contaminated soils or construction, demolition and landclearing debris recycled or disposed of at municipal solid waste landfills and incinerators.

Diversion Rate: Since the mid-1990s, Ecology has noted very large increases of material recovery in "non-MSW" waste streams; most notable are the growing industries in recycling asphalt, concrete, and other construction, demolition, and land clearing debris. The recovery of these materials for uses other than landfill disposal is termed "diversion." The diversion rate is an overall measure which includes materials that fall under the "MSW Recycling Rate" and also "diverted" materials.

It has been estimated that in 2010, the residents and businesses in the county generated approximately 263,000 tons of waste, and approximately 88,000 tons of this waste was diverted from disposal, for a diversion rate of 33%. The 2010 diversion rate is calculated using the following formula:

$$\text{Diversion Rate (\%)} = \frac{\text{Diversion (tons)}}{\text{Waste Generation (tons)}} = \frac{88,243}{263,603} = 33.48 \%$$

A summary of the types and quantities of materials diverted in Benton County in 2010 is shown in **Exhibit 3-1**.

Exhibit 3-1. Benton County Diversion – 2010

Material	Total (tons)	Material	Total (tons)
Paper		Batteries	
Corrugated cardboard	9,134	Batteries - Auto Lead Acid	119
High grade	258	Batteries - Household Dry Cell (alkaline/carbon)	5
Mixed	837	Batteries - NiCad/NiMH/Lithium	4
Newspaper	2,093	Special Wastes	
Plastic		Antifreeze	125
HDPE	59	Asphalt and/or Concrete	10,076
LDPE	117	Asphaltic Materials (excluding roofing)	10,088
PET	42	Concrete	17,686
Plastic - other	27	Electronics	162
Photographic films	4	Electronics - computers/other	63
Container Glass	803	Electronics - CRT/TVs	57
Metals		Fluorescent Lamps (4 foot)	6
Ferrous metals	25,545	Fluorescent Lamps (8 foot)	1
Non-ferrous metals	1,964	Fluorescent Lamps (Other)	9
Aluminum cans	195	Reuse - Clothing & Household items	28
Tin cans	48	Reuse - general	64
Appliances/White Goods	3,102	Tires (burned for energy)	51
Organics		Tires (retreaded)	4
Food Processing Waste	1,058	Tires (reused/resold)	54
Rendering - meat scraps	329	Oil Filters	35
Rendering - used cooking oil	84	Textiles (rags, clothing, other)	487
Wood (burned for energy)	450	Tires (recycled)	169
Wood - recycled	12	Used oil	1,907
Yard Debris	883		
		Total	88,243

Source: Washington State Department of Ecology Recycling Data for Benton County

3.2.5 Oregon State Requirements

Oregon statute (ORS 459.305) requires landfills that accept out-of-state garbage to certify that the local governments, which export more than 75,000 tons annually into Oregon for landfill disposal, provide the opportunity to recycle and implement recycling education programs.

Currently, the Cities of Kennewick, Benton City, Prosser and West Richland contract with private haulers for garbage service. These private haulers export a portion of that waste to Oregon landfills.

Waste Management, Inc. serves the City of Kennewick, with a population of nearly 74,000 (based on 2020 Census figures). Waste Management submitted a Waste Reduction Certification plan, and it is approved by the Oregon Department of Environmental Quality for the City of Kennewick. This Waste Reduction Plan has been approved without the requirement of a curbside program; however there is a curbside recycling program in place.

Basin Disposal, Inc./Ed's Disposal has the contract for the Cities of Benton City, Prosser, and West Richland. Basin Disposal has an exemption from ODEQ from the requirements of ORS 459.305.

As the Richland landfill nears capacity, and as requirements for use of other available landfill opportunities change and become more restrictive, Benton County, their partner Cities and Refuse Haulers will need to change and adapt to the in order to meet the needs of their citizens.

3.2.6 County and City Internal Recycling Programs--

Benton County collects cardboard, paper, plastics and metals from many County buildings, which is recycled by local haulers, including Clayton-Ward Recycling. Some County maintenance projects reuse materials, such as recycled asphalt, however there is no requirement for this practice.

City of Benton City has a paper recycling program. Ed's Disposal collects the office paper from City facilities, and the City returns its ink cartridges

City of Kennewick employees collect their office paper and aluminum cans in boxes located in all major departments. Cardboard is also separated for recycling. A local recycler picks up the materials and transports it to their main collection center for recycling.

City of Richland collects and recycles office paper, phone books, cardboard, toner cartridges, cell phones and rechargeable batteries. In addition, many of the buildings collect aluminum, plastic, and tin. Cardboard is also separated for recycling. Materials are collected by staff and transported to a local recycler. The City has also adopted a procurement policy for recycled content materials (Richland Municipal Code (RMC) Title 3.04.140). The City's intent is to

promote the use of recycled products and recyclable products by the City departments, and stimulate demand for recycled products and help develop markets for recyclable and reusable materials. City departments are to use recycled and recyclable products whenever practical and reasonable. The contracts office maintains a list of recycled and recyclable products available to the City departments.

City of West Richland has an office paper recycling program. The materials are collected by Ed's Disposal.

City of Prosser has no formal program. City staff recycles office paper and cardboard using containers placed in various office spaces. Roadside tree trimming is chipped and used for landscaping and/or playground fall zones. Some City road projects have used asphalt road grindings for alleyways, however there is no requirement for this practice.

The development and implementation of these programs help encourage local government employees to take the recycling habit home with them, promoting recycling both at home and in the workplace.

Residential and Commercial Recycling Programs--

Benton County--The principal method for collecting recyclables from residents and businesses in Benton County is through a system of conveniently located drop boxes. In addition, a number of private and non-profit recycling centers provide opportunities to recycle a wide variety of materials, such as paper, aluminum, glass, auto batteries, scrap metal, used motor oil, and white goods. Materials may be dropped off for free or sold, depending on the item and the recipient. Most of the buyback centers and drop-off sites are conveniently located. Some facilities specialize in collecting only certain types of materials. For example, one company only accepts batteries. Other facilities provide comprehensive collection of such items as glass, aluminum, tin, paper, plastic, used oil, scrap metal, cardboard, and car batteries. Usually these facilities pay for some materials and accept other materials at no charge. The County maintains a list of available recycling opportunities on its website. The locations of drop boxes and buy-back centers are provided in **Exhibit 3-2**.

Exhibit 3-2. Location of Recycling Drop Boxes and Buy-Back Centers

Facility Location/Type of Facility	Owner/Operator
Benton City Recycling Drop Box Sites <ul style="list-style-type: none">• 7th Street and Dale Avenue• 920 Horne Drive	Ed's Disposal

Facility Location/Type of Facility	Owner/Operator
Kennewick Kennewick Transfer Station 2627 Ely Street Recycling Drop Box Sites <ul style="list-style-type: none"> 4602 West Clearwater Avenue (Winco parking lot) 2721 West Kennewick Avenue and Highway 395 (McDonalds parking lot) West 7th Avenue and South Washington Street 7011 West Canal Drive (Wok King parking lot) 7704 South Bermuda Road (Bermuda Fire Station) 	Waste Management Waste Management
<ul style="list-style-type: none"> Chevron, Corner of Keene & Queensgate Village N 119 East Albany Street 	Clayton Ward Company
Prosser Recycling Drop Box Sites <ul style="list-style-type: none"> 1006 Dudley Avenue Sherman Avenue City Yard 	Basin Disposal
Richland Horn Rapids Landfill/HHW/MRW 3120 Twin Bridges Recycling Drop Box Sites <ul style="list-style-type: none"> West 7th Avenue and 'W' Avenue, Battelle complex 2411 George Washington Way, near the 7-Eleven 2400 Stevens Drive, near the Hanford Bus Lot 1300 Block of Jadwin Avenue, Uptown Shopping Center behind the Texaco Station 1378 Lee Boulevard, west of Fran Rish Stadium 103 Keene Road, south of ACE Hardware 2801 Duportail in the Walmart Parking Lot Corner of Queensgate Drive and Keene Road 	City of Richland
Richland (con) Recycling Drop Box Sites <ul style="list-style-type: none"> 1936 Saint Street 	Clayton Ward Company
West Richland Recycling Drop Box Sites <ul style="list-style-type: none"> 460 South 40th Avenue 4300 Block of Mt. Adams View 	Ed's Disposal

The City of Kennewick has a curbside collection program for recycling of glass tin, aluminum, PETE and HDPE containers; newspaper, cardboard, mixed paper, and magazines, and used motor oil.

The City of Richland City Council authorized a pilot program for curbside recycling in 2009, and service began in May 2009. The duration of the pilot program was from May through December 2009. A contract was let to a local vendor to process recycled materials. The program included an aggressive communications effort with the residents in the targeted areas, including residential utility bills, messages on the City's website, an established phone line, messaging on the municipal reader board and information available through additional means. The pilot program was a complete success with 922 tons of recyclable items were processed and diverted from the landfill. The program was then rolled out to all residents in 2010 as a voluntary program, resulting in a 27% participation rate.

3.2.7 Designation of Recyclable Materials--

The Washington Administrative Code (WAC 173-350-100) defines Recyclable Materials to mean, "those solid wastes that are separated for recycling or reuse, including, but not limited to, papers, metals, and glass that are identified as recyclable material pursuant to a local comprehensive solid waste plan." In order for any material to be considered a recyclable material under Chapter 173-350, it must be identified as such in the local comprehensive solid waste management plan. If a materials is not identified in the plan as recyclable, then the ability of the person/company wanting to recycle this material and be able to benefit from some of the exemptions granted under Section 350 does not exist. If materials are not designated as recyclables, they remain regulated as solid wastes.

The following materials are designated as recyclable materials in the County:

- Paper (newspapers, magazines, mixed paper, and corrugated cardboard).
- Glass bottles (clear, brown, and green).
- Plastic bottles (PETE and HDPE).
- Steel and aluminum cans.
- Other ferrous and non-ferrous metals
- Electronics
- Used motor oil
- Antifreeze
- Household batteries
- Automobile batteries.
- Organic Waste
- Construction Wood Waste
- Concrete
- Brick

- Asphalt

The addition or deletion of materials accepted for recycling will require ongoing evaluation and will be based on several factors, such as market stability and collection and processing costs. As required by the planning guidelines, criteria have been developed for adding or removing materials from the above list of materials. The following will be considered for adding new materials:

- Local markets and/or brokers expand their list of acceptable items based on new uses for materials or technologies that increase demand.
- New local or regional processing or demand for a given material occurs.
- Sufficient quantity of the material is available in the waste stream.
- The material can be collected efficiently and has minimal processing requirements.
- Other conditions not anticipated at this time.

Removing materials from the list requires:

- The market price becomes so low that it is not longer feasible to collect, process, and/or ship to markets.
- No market can be found for an existing recyclable material, causing the material to be stockpiled with no apparent solution in the near future.
- Other conditions not anticipated at this time.

Although it is unlikely that any existing recyclables would be removed from the current collection program barring a sudden shift in market conditions, it is likely that additional markets might become available for materials not currently recycled.

A proposal to add or delete a designated recyclable material will be brought to the SWAC, who will vote for or against the proposal. Following approval or non-approval of the proposal, all parties in the County will be notified of the addition or deletion of the material.

3.2.7 Options

Benton County and the cities have established an objective of working towards reaching a diversion rate of 50% by 2020. One method to reach this rate is to increase recycling. This section presents programs and policies to increase recycling, including county and city internal recycling programs, and residential and commercial recycling programs.

1. Expanded Recycling Drop-Box Program

Benton County and the cities could consider expanding the current drop-box program by either adding additional materials for collection or adding additional sites located in the county:

- At a minimum, the County and cities should periodically evaluate the range of recyclables accepted at the current drop boxes and determine whether new materials

should be added.

- The County and cities also should monitor growth patterns within the county and provide drop boxes to areas that are showing increased growth.

2. *Rewards Program for Residential Recyclers*

Recycle Bank is a program that rewards customers for recycling by providing incentives for recycling higher weights of materials. The program works by implanting or attaching a radio frequency identification (RFID) tag to the recycling cart, this RFID corresponds to an account number with Recycle Bank. Customers must activate their own Recycle Bank accounts to participate. The collection vehicles are equipped with weight sensing collection arms and RFID readers. When the recycling is collected the RFID tag is read and a computer stores recycled material weight collected by account. This information is then downloaded into the Recycle Bank program and the amount of materials recycled earns the account holder points. These points can be redeemed at many major retailers for goods or services. This type of program could be implemented in Kennewick and Richland, which have residential curbside recycling service.

3. *Commercial Waste Assistance*

Many industry associations have taken on the role of promoting recycling within their industries. This is particularly true for large businesses where waste reduction and recycling provide opportunities to reduce overhead costs and where disposal costs have risen substantially. It is often the smaller businesses that may lack information about opportunities and the role recycling may play in reducing disposal costs.

The City of Richland offers businesses information on its website on how to conduct a waste audit. Benton County and the other cities could work with the certificated haulers to provide its businesses with free technical assistance, by providing waste assessments. A waste assessment should address:

- The amount, nature, and composition of the waste generated in all functional areas of an establishment.
- How the waste is produced, including relevant management policies and practices.
- How the waste is managed.

The information from the waste assessment is the basis for identifying and developing the waste reduction and recycling options for the business.

4. *Recycling Opportunities Related to the Wine Industry*

During an informal survey, several of the wineries identified the need for recycling drop boxes closer to their facilities such as the Prosser Wine Village and Red Mountain. Such drop boxes are available for hire, and some wineries have chosen to recycle their glass through this option. The following options for assistance to the wine production industry could include: (1)

additional recycling drop boxes for cardboard and bottles (should accept all colors of glass commonly used in wine industry); (2) connecting wineries to artists who repurpose corks and/or wine bottles; (3) bringing in wine industry experts to hold workshops presenting newest technology and ideas for processing of post-production organics; and (4) serving as a conduit between wineries and other markets interested in purchasing post-production organics.

3.2.8 Recommendations

The Solid Waste Advisory Committee reviewed the options discussed above and has recommended the following options:

1. Expanded Recycling Drop-Box Program

Benton County will study the feasibility of adding additional sites located in the county.

2. Rewards Program for Residential Recyclers

Benton County will partner with Cities who provide curbside recycling to explore the feasibility of a program similar to the Recycle Bank Rewards Program.

3. Commercial Waste Assistance

Benton County and the other cities will consider the feasibility of working with the certificated haulers to provide their businesses with technical assistance to perform waste assessments.

4. Recycling Opportunities Related to the Wine Industry

Benton County will study the options to assist the wine industry in their recycling/reuse efforts.

3.3 Organics

One of the initiatives of the State's Beyond Waste Plan is to increase recycling for organic materials. Yard waste collection programs are required where there are "adequate markets or capacity for composted yard waste within or near the service area to consume the majority of the material collected." For Benton County, the following goal and objective is related to the management of organics:

Goal #6: Establish guidelines and strategies for management of specific waste streams.

Objective:

- Develop Best Management Practices for agricultural waste reuse and recycling.

3.3.1 Existing Programs

The County and cities actively promote backyard composting as a waste reduction method by providing backyard composting workshops. The County supports the efforts of the Cities of Prosser, Benton City and West Richland in their chipping programs, as well as the composting seminars held by WSU Cooperative Extension.

The City of Richland has added seasonal collection of organic yard trimmings at the curb to its basic residential garbage services. Households, except apartments and condos, are provided one green yard waste can. Additional cans are available for a monthly fee of two dollars. Materials that can be placed in the green can include loose grass, leaves, plant trimmings, garden debris like inedible fruits and vegetables, non-treated wood and branches less than 12” in diameter. The material is collected separately from garbage, every other week on the regular collection day. The program operates between the first week of March and the last week of November. In addition, during the spring and fall, drop boxes are placed in Richland neighborhoods for the collection of bulky and excess yard debris. The City also encourages residents to use a mulching lawn mower, backyard composter, and other methods to manage their organic waste.

The organic material collected in the City’s residential yard waste collection program is processed at the Horn Rapids Composting Facility. The compost facility opened in 2010 and accepts residential yard waste with no charge to the resident. Biosolids from the City’s Wastewater Treatment Plant is composted with the green waste. The composting program will save landfill space, help meet the State’s recycling goal and provide compost materials to the public. The program processed approximately 800 dry tons of biosolids, 1,500 tons of wood waste and 1,200 tons of curbside yard waste in 2011. Compost produced from the first few years of operation will be used as cover material for the area of the landfill that is being closed.

3.3.1.1 Organic Waste Inventory for Benton County

The Port of Benton, in cooperation with the Benton County Solid Waste Advisory Committee, conducted a study in 2009 to evaluate organic wastes in Benton County that may be useful for generating renewable energy. This work was funded by a grant from the Washington State Department of Ecology (Ecology). Completion of the study is consistent with Port of Benton and Benton County goals to promote local economic development, along with public health and safety, social services, and environmental quality.

The results of the study showed that, in general, the top categories of available waste materials are food processing wastes, wheat straw from irrigated wheat fields, various solid wastes (such

as wastepaper, yard waste, etc.), corn stover, grape pomace, mint slug, and turf grass straw. The October 2009 Draft Report is on file in the Benton County Public Works Department.

3.3.2 Options

1. Expand Yard Waste Chipping Program

A semi-annual program providing a chipper at designated drop-off sites throughout the area would divert additional materials from the landfill, and provide additional capacity to handle yard waste in the County. This option would only be implemented when appropriate end use markets are available for the chipped material, which may include public use for parks, medians or other landscaped areas, or in private operations.

2. Implement Curbside Green Waste Collection for Commercial Customers

This option incorporates a voluntary curbside green waste collection service for commercial customers. The service would be provided at the appropriate service frequency. The materials collected would be processed for mulch, composting, or other uses at designated and permitted compost facilities.

3. Diversion of Organic Waste from Wine Industry

The growing wine industry within Benton County is a waste producing sector that has not been previously addressed within the County's Plan. This industry produces very specific waste streams including organics that are by-products of the wine making process. An informal survey of several of the larger wine producers within Benton County identified a few common disposal methods of organics processing, including on-site land application, burial in pits, and selling to cattle ranchers for feed. The pit burial method can create hazardous conditions depending on the size and depth of the pit and whether or not access is limited in order to prevent accidental encounters. The County should work with wine industry representatives to identify opportunities to divert materials for beneficial use that are environmentally sound and protect public health.

3.3.3 Recommendations

The Solid Waste Advisory Committee reviewed the options discussed above and has recommended the following options:

The County will support the efforts of the cities to provide yard waste chipping, and continue to study ways in which to use the resultant material in environmentally appropriate ways. It will also research ways to expand the city-only program into the non-incorporated areas. It will support the agricultural and wine industry in finding uses for organic wastes produced in Benton County.



Chapter 4

Collection Systems

4.0 Collection Systems

This chapter provides a discussion of refuse collection in Benton County, including background information on how refuse collection is regulated, the legal authority that counties and municipalities have in managing collection services for solid waste and recyclables, and existing conditions for these activities. The chapter concludes with a discussion of the potential options for meeting existing and future collection needs in the county.

For the purposes of this plan, Benton County has established the following goal and objectives in relation to collection of solid waste:

Goal #5: Provide for efficient collection, transfer, and disposal of MSW and recyclables.

Objectives:

- Ensure access to collection or drop-off services for residences, businesses, and industry.
- Locate recycling and solid waste transfer, processing, and disposal facilities to optimize service levels and transportation efficiencies.
- Ensure adequate disposal capacity.
- Support the current WUTC authority as the appropriate framework to achieve safe and environmentally sound solid waste collection systems, allow for universal access to solid waste collection at just and reasonable rates.

4.1 Background

The Washington Utilities and Transportation Commission (WUTC), the county, and the municipalities regulate refuse collection in Benton County. The regulatory authority and jurisdiction of each of these entities is described below.

4.1.1 WUTC Authority

The WUTC supervises and regulates solid waste collection companies. WUTC authority (Chapter 81.77 RCW and Chapter 480-70 WAC) is limited to private collection companies and does not extend to municipal collection operated by municipalities or their contractors. The Commission requires reports, establishes rates, and regulates service areas and safety practices.

A private solid waste collection company must apply to the WUTC for a certificate of public convenience and necessity to operate in the unincorporated areas of the county or in incorporated areas which choose not to regulate refuse collection. The WUTC grants certificates within a designated service area to an applicant based on cost data, documented need for the service, and, if the district is already served by a certificate holder, the ability or inability of the existing certificate holder to provide service to the satisfaction of the WUTC. The Commission requires annual reports showing the refuse collection company's gross operating revenue. Certificates

may have terms and conditions attached and may be revoked or amended after a hearing held by the WUTC.

Commission regulation of solid waste collection companies does not include collecting or transporting of recyclable materials from a drop box or recycling buy-back center. It also does not include collecting or transporting recyclable materials by or on behalf of a commercial or industrial generator of recyclable materials to a recycler for use or reclamation (Chapter 81.77.010(8) RCW). Transportation of these materials is regulated under Chapter 81.80 RCW which governs the regulation of motor freight carriers. These carriers require a WUTC permit and proof of insurance to operate in the state. If the commercial recycling hauler also possess a certificate to operate as a solid waste company, WUTC is responsible for ensuring compliance with safety practices. For other commercial recycle haulers, the Washington State Patrol oversees hauler traffic safety practices.

4.1.2 County Authority

The rights of the counties in terms of solid waste collection include the establishment of solid waste collection districts for the mandatory collection of solid waste (Chapter 36.58.100 RCW). However, solid waste collection districts cannot include incorporated areas without the consent of the legislative authority of the city or town.

To form a solid waste collection district, public hearings must be held and the county legislative authority must determine that mandatory collection is in the public interest. County provision of collection services can be implemented only if the WUTC notifies the county that no qualified haulers are available for a district. Under mandatory collection, a hauler may request that the county collect fees from delinquent customers.

In Benton County, all unincorporated areas are covered by WUTC certificate holders; there are no solid waste collection districts. Although county authority to collect refuse in the unincorporated areas is limited, counties have the legal authority to assess fees on collection services provided in those areas. Presently, Benton County includes a surcharge tax on garbage collected in the unincorporated portions of the County. RCW 36.58.045 authorizes counties to assess such fees to fund administration and planning expenses associated with solid waste management.

4.1.3 Municipality Authority

Cities and towns have several options for managing solid waste collection under state law, including:

The city may choose not to manage or regulate its own refuse collection services. Collection services may then be provided by the certificate hauler(s) with authority for that area under the regulation of WUTC.

- The city may require a private company to obtain a refuse collection license from the city and to conform to all city collection guidelines.
- The city may award contracts to private companies for refuse collection in all or part of the city. The contract hauler does not need to hold a WUTC certificate for that area. Usually contracts are awarded based on selection criteria as determined by the city. The city may decide to manage and maintain its own municipal collection system for all or part of its jurisdiction.

The WUTC would not have jurisdiction over the last two options (Chapter 81.77.020 RCW). State law also allows municipalities to require residents and businesses to subscribe to designated refuse collection services.

The City of Richland is the only municipality in the region that provides collection services through a city solid waste utility.

4.2 Existing Refuse Collection Services

Refuse collection services in Benton County are provided through a number of different mechanisms, including municipal, WUTC certificates, and municipal contracts. The existing collection services and arrangements for each entity are described below.

4.2.1 Unincorporated Benton County

Refuse collection in unincorporated Benton County is provided under certificates granted by the WUTC. Four haulers are certified to collect waste in Benton County, as indicated in **Exhibit 4-1**. Maps of the service areas for each certificate holder are provided in **Exhibits 4-2 through 4-5**.

Basin Disposal, Inc.: Serves primarily the eastern area of Benton County, and the Hanford site. Waste collected by BDI trucks is brought to the BDI transfer station located in Pasco (1721 Dietrich Road) and is long-hauled to the Finley Buttes landfill for disposal.

Ed's Disposal, Inc.: Ed's Disposal, Inc., primarily serves central Benton County. Waste is transported to the BDI transfer station in Pasco and long-hauled to the Finley Buttes landfill for disposal.

Sanitary Disposal, Inc.: Sanitary Disposal, Inc. collects waste from the southwestern corner of Benton. Waste collected in the County is transported to a transfer station in Umatilla County, Oregon, between the Cities of Hermiston and Umatilla, and is long-hauled to the Finley Buttes landfill for disposal.

Waste Management of Kennewick: Serves areas throughout unincorporated Benton County for the collection and disposal of solid waste. Waste collected by Waste Management is

transported to its transfer station in Kennewick, and hauled to the Columbia Ridge landfill for disposal.

Exhibit 4-1. Benton County Certificated Haulers

Certificate G-118 Basin Disposal, Inc. PO Box 3850 Pasco, WA 99302-3850 (509) 547-2476	Certificate G-173 Sanitary Disposal, Inc. Box 316 Hermiston, OR 97838 (541) 567-8842
Certificate G-110 Ed's Disposal, Inc. PO Box 3850 Pasco, WA 99302-3850 (509) 547-2476	Certificate G-237 Waste Management of Kennewick PO Box 6088 Kennewick, WA 99336-0088

4.1.2 Benton City

The City of Benton City contracts with Ed's Disposal, Inc. for residential and commercial solid waste collection. Residents are provided with either a 64-or 96-gallon wheeled cart, which is collected weekly using an automated truck. Additional residentially generated garbage is allowed at no extra charge, as long as it is no more than 65 pounds per item. Commercial customers are serviced by Ed's Disposal, and businesses can contract for waste and recycling (cardboard only) collection.

4.1.3 City of Kennewick

The City of Kennewick contracts with Waste Management to provide collection services to residences and businesses within the city. Residential refuse is collected using automated curbside collection vehicles. Residents can choose either a 35-gallon or a 96-gallon cart for refuse. The rates vary by size of the cart, and are lower for the smaller cart, which encourages residents to recycle more, and discard less refuse. There is an additional charge for refuse that does not fit in the cart.

Recycling service is provided at no additional charge. Residents are provided bins for curbside collection of recyclables. One bin is used for the collection of glass bottles and jars. The second bin is used for the collection of comingled recyclables, including aluminum cans, tin cans, paperboard milk cartons, P.E.T. plastic soda and H.D.P.E. plastic milk bottles, newspaper, and magazines. Residents are instructed to place cardboard and used oil next to the bins. There is no limit on the amount of clean recyclables residents can place at the curb.

Exhibit 4-2. Certificate G-118, Basin Disposal, Inc.

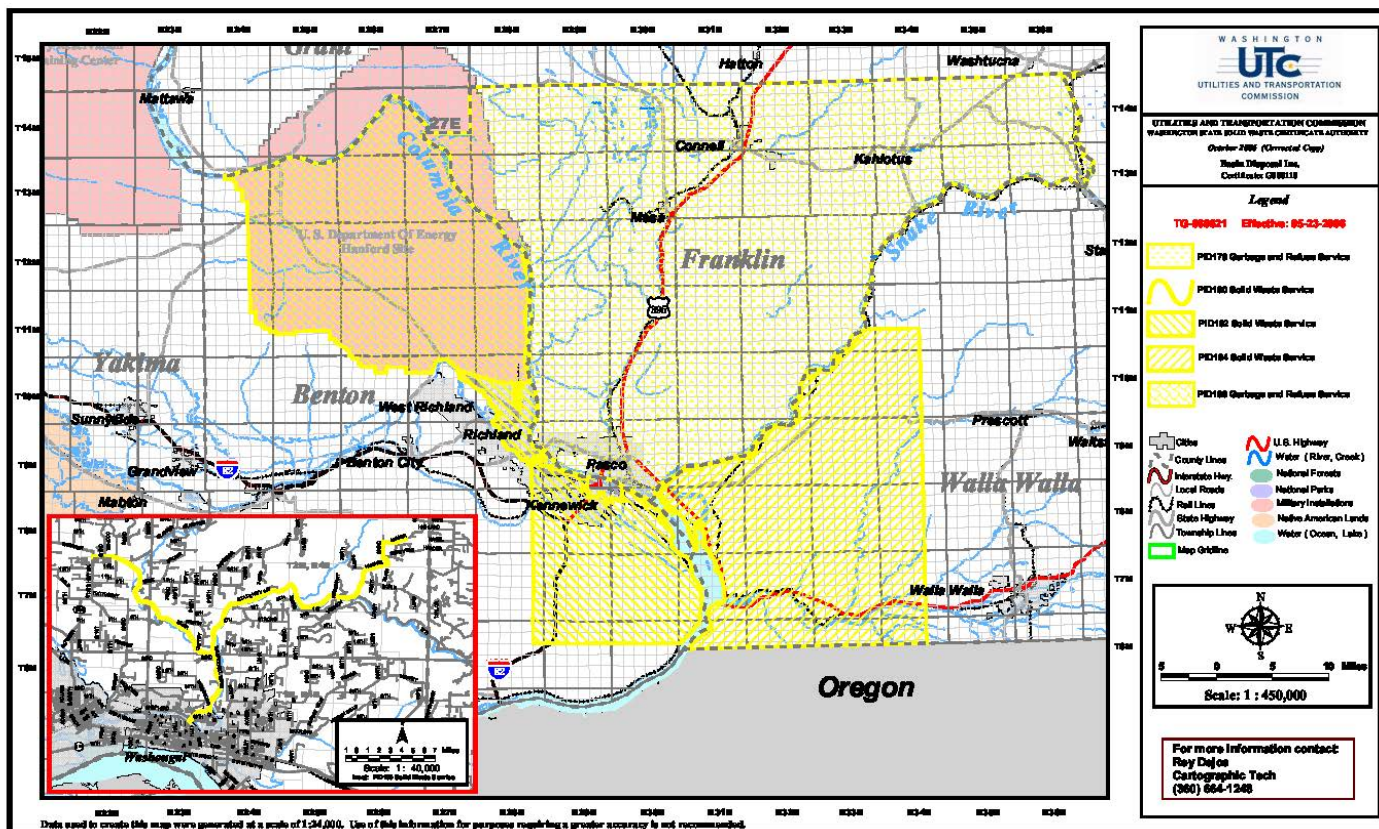
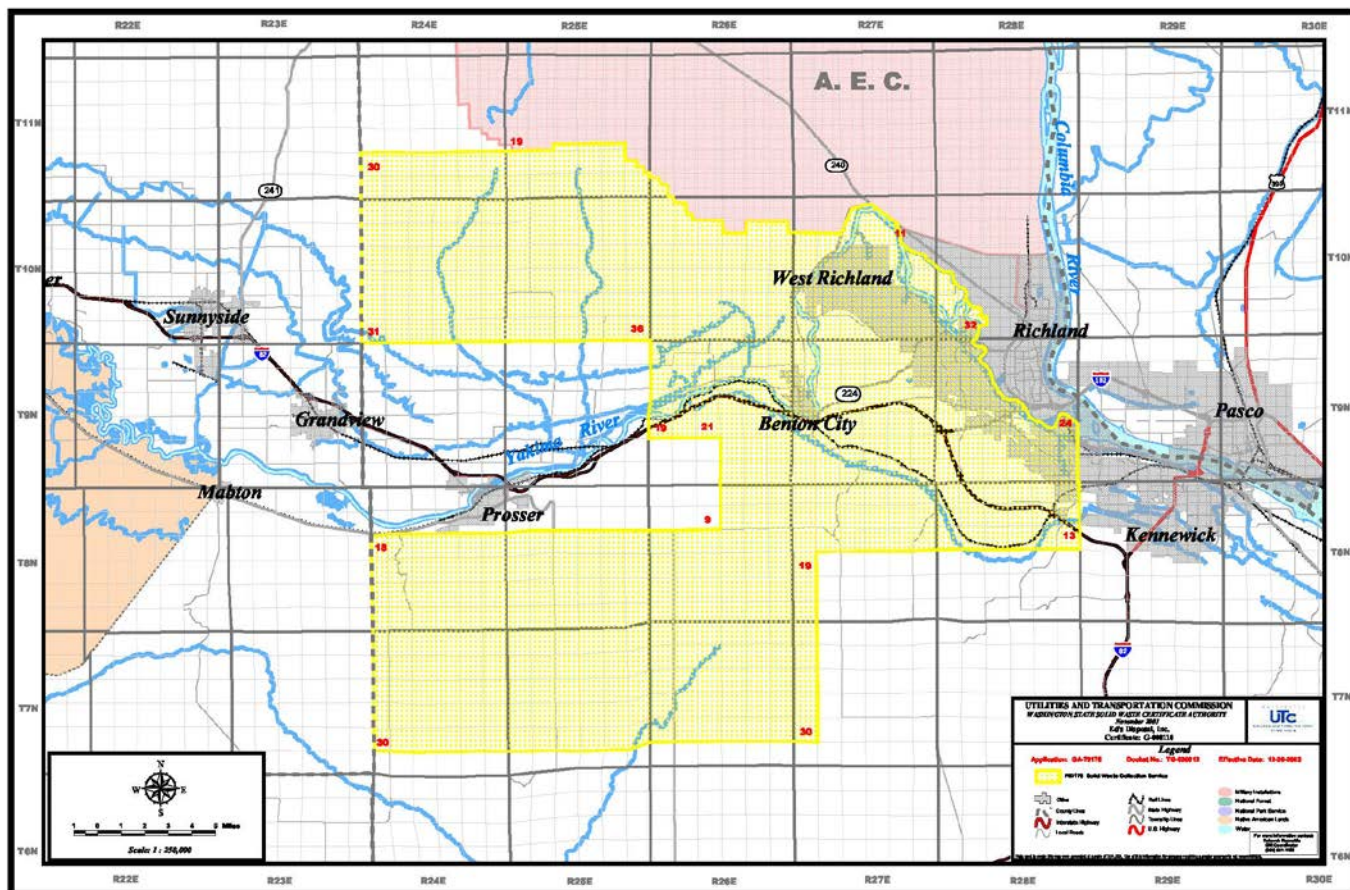


Exhibit 4-3. Certificate G-110, Ed's Disposal, Inc.



4-7

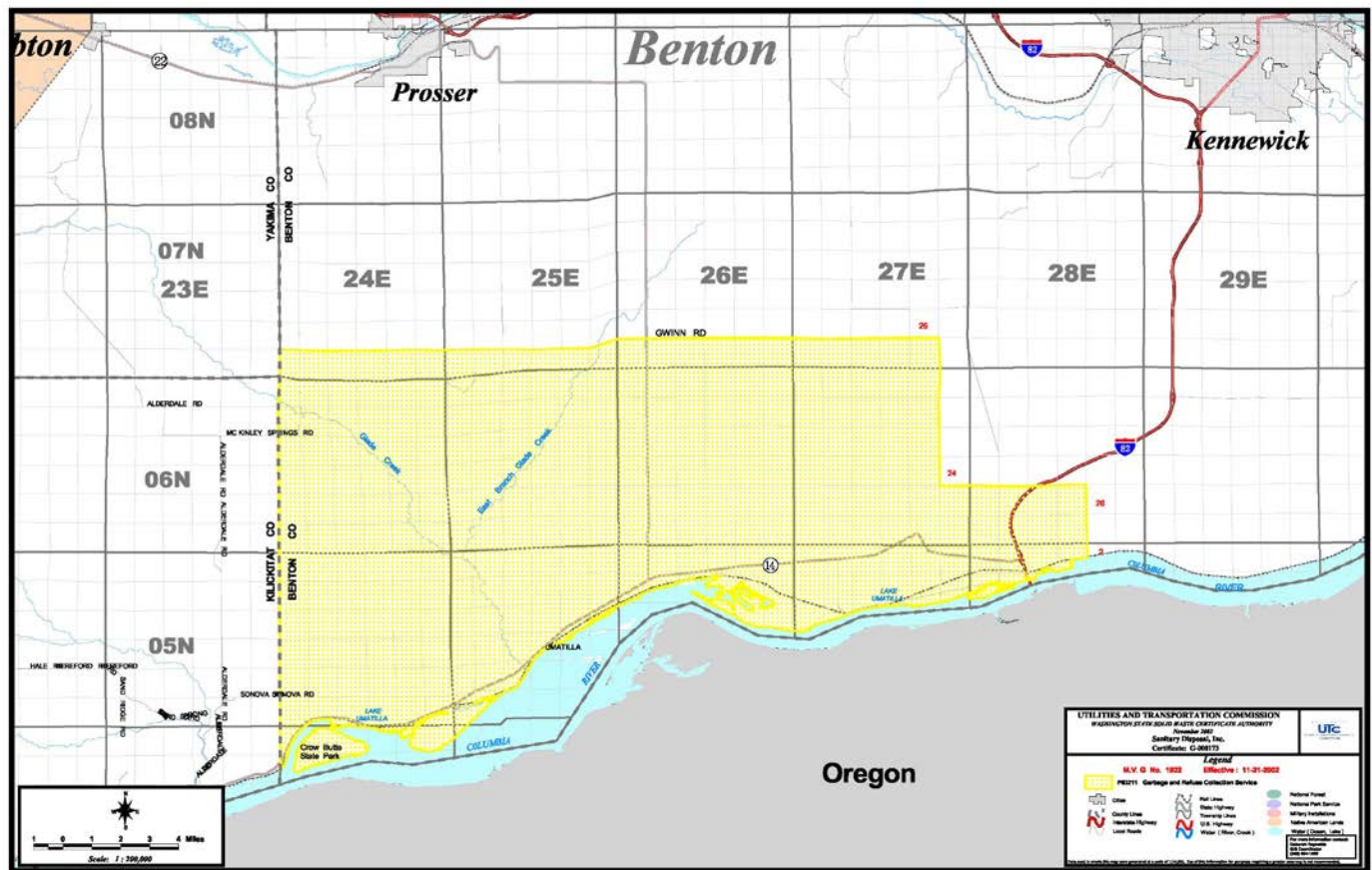
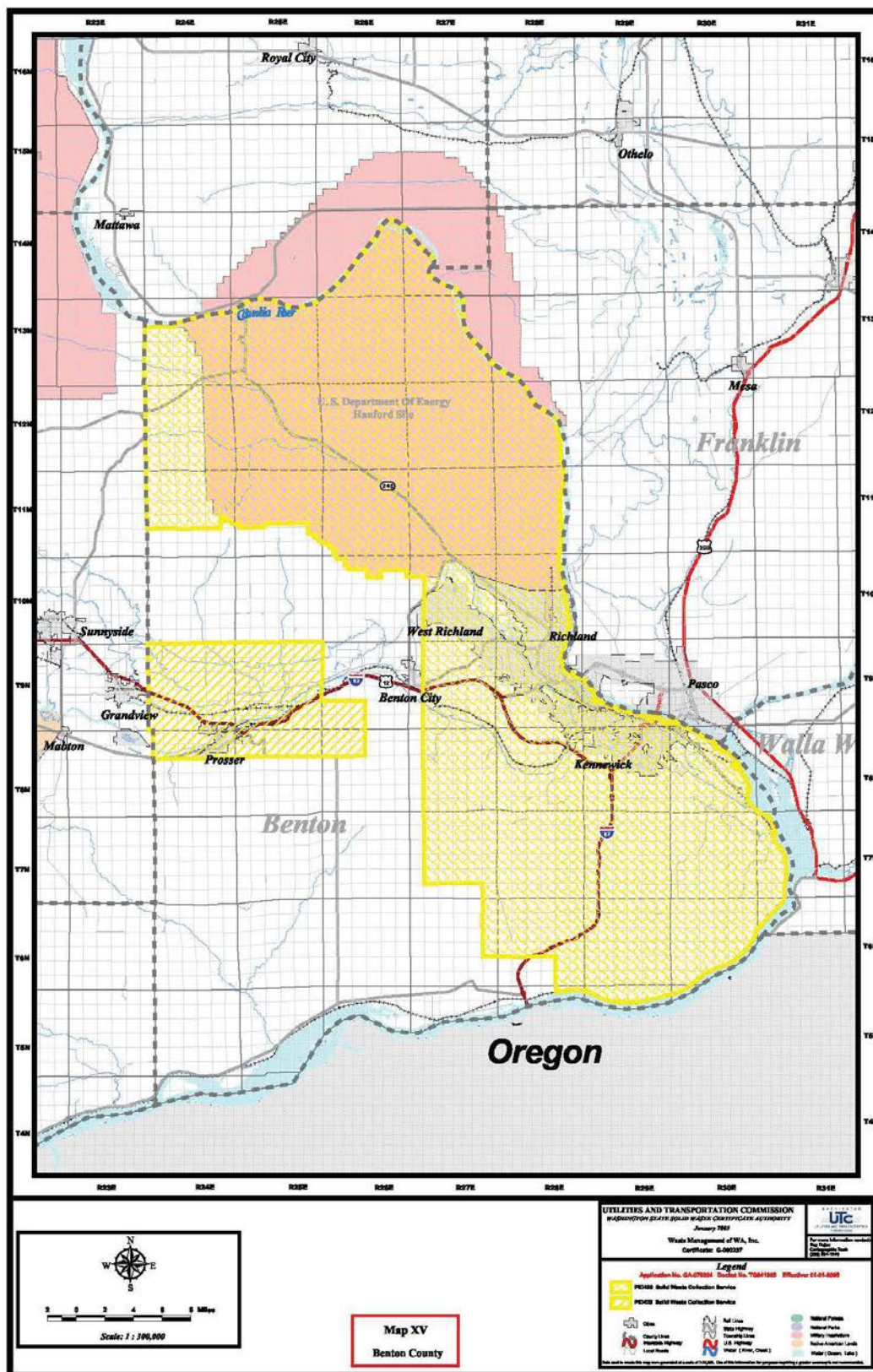


Exhibit 4-5. Certificate G-237, Waste Management of Kennewick



City residents also are provided coupons that allow them the opportunity to self-haul waste to the transfer station free of charge up to 12 times per year, replacing Spring and Fall Cleanup Events. Waste Management also offers scheduled holiday clean-ups.

4.1.4 City of Prosser

The City of Prosser contracts with Basin Disposal, Inc. (BDI) for residential and commercial solid waste collection. Residents are provided with either a 64-or 96-gallon wheeled cart, which is collected weekly using an automated truck. Additional residentially generated garbage is allowed at no extra charge, as long as it is no more than 65 pounds per item. Additionally, Prosser sponsors a spring cleanup event for all waste except household hazardous waste, and a fall clean up event for vegetative waste only. Commercial customers are serviced by BDI, and businesses can contract for waste and recycling (cardboard only) collection.

4.1.5 City of Richland

The City of Richland's Public Works Department, Solid Waste Division provides residential, commercial and roll-off box collection services in the City. Residential customers comprise approximately 47% of the collection (by weight), and commercial and roll-off customers each contribute about 28% and 24%, respectively. All waste is hauled directly to the Horn Rapids Landfill.

Richland city crews collect residential waste five days per week from approximately 16,000 residential accounts. Participation in the curbside recycling program is voluntary, and an additional monthly fee applies to that service.

The City of Richland has added seasonal collection of organic yard trimmings at the curb to its basic residential garbage services. Households, except apartments and condos, are provided one green yard waste can. Additional cans are available for a monthly fee of two dollars. Materials that can be placed in the green can include loose grass, leaves, plant trimmings, garden debris like inedible fruits and vegetables, non-treated wood and branches less than 12" in diameter. The material is collected separately from garbage, every other week on the regular collection day. The program operates between the first week of March and the last week of November. In addition, during the spring and fall, drop boxes are placed in Richland neighborhoods for the collection of bulky and excess yard debris. The City also encourages residents to use a mulching lawn mower, backyard composter, and other methods to manage their organic waste.

The City provides commercial collection services to approximately 845 accounts. Private haulers provide recycling services to some City businesses.

4.1.6 West Richland

The City of West Richland contracts with Ed's Disposal, Inc. for residential and commercial solid waste collection. Residents are provided with either a 64-or 96-gallon wheeled cart, which is collected weekly using an automated truck. Additional residentially generated personal garbage is allowed at no extra charge, as long as it is no more than 65 pounds per item. Commercial customers are serviced by Ed's Disposal, and businesses can contract for waste and recycling (cardboard only) collection.

4.2 Existing Programs for Self-Hauled Waste

Several options are available in the County for residents that choose to self-haul their waste.

4.2.1 Drop Box Facilities

There is a Drop Box Facility located in Prosser for city residents that choose to self haul. This drop box is operated by BDI. The drop box is open for 16 hours per week on Wednesdays, Fridays, and Saturdays. In addition, non-commercial motor oil is accepted at the facility.

Ed's Disposal, Inc., operates a Drop Box Facility in Benton City. This drop box is also open 16 hours per week, on Thursdays and Saturdays. In addition, non-commercial motor oil is accepted at the facility.

The Drop Box facilities consist of an elevated receiving floor and a stationary compactor unit. The receiving floor is generally 20 feet by 30 feet in size and is constructed of asphalt. The facility operator uses a tollbooth on-site to conduct transactions.

Once waste is compacted into the container, the loaded container is transported to the BDI Transfer Station located in Pasco, prior to shipment to Finely Buttes landfill for disposal.

Exhibit 4-6 provides a summary of waste tonnages collected at the two drop boxes.

Exhibit 4-6. Tons of Self-Hauled Waste at Benton City and Prosser Drop Boxes

Drop Box Facility	Year					
	2006	2007	2008	2009	2010	2011
Benton City	230+	230+	120+	130+	80+	105+
Prosser	230+	220+	210+	210+	80+	80+

Source: BDI, Inc.

4.3 Collection Requirements

4.3.1 Urban and Rural Designation

The 1989 legislation allows counties to contract for the collection of source-separated recyclable materials from residences within unincorporated areas. Under this provision, counties can manage, regulate and establish the price of curbside recycling collection services. However, this does not mean the counties are authorized to operate their own solid waste collection systems as municipalities may. If the counties do not elect to contract for the collection of source separated recyclable materials from residences, the WUTC must be notified in writing no later than ninety days following the approval of the solid waste management plan's waste reduction and recycling element. Upon notification, the WUTC would have the responsibility for implementing any mandated curbside recycling or yard waste programs and determining their service levels, as addressed in the waste reduction and recycling element of the solid waste management plan.

Municipalities have the authority to provide or contract for residential curbside recycling services within their boundaries (Chapter 35.21.120 RCW). Additionally, they have the authority to manage, regulate, and fix the price of these services. Municipalities designated as urban are required to provide curbside collection of recyclables, or an equivalent program [70.95.090(7)(b)(i)]. Municipalities designated as rural may choose to meet minimum service level requirements either independently or in cooperation with the county.

The 2010 Guidelines for solid waste management plans issued by the Department of Ecology require local governments to develop clear criteria to determine the designations for urban and rural areas for disposal and waste reduction and recycling (RCW 70.95.092). Criteria to be considered include:

- Anticipated population growth.
- The presence of other urban services.
- Density of developed commercial and industrial properties.
- Geographic boundaries and transportation corridors.

The Cities of Kennewick and Richland have been designated as “urban” (population of 12,000 or more) and the remainder of the cities and unincorporated Benton County is designated “rural.” The planning guidelines recognize that there are differences in the services that can be offered to urban versus rural areas for solid waste services. Estimated 2010 population and housing densities are provided in **Exhibit 4-7**. The rural nature of Benton County limits the economic feasibility of certain methods of recyclables collection. For example, curbside collection may only be economically feasible in the two communities which have a population base to support this type of system.

Exhibit 4-7. 2010 Estimated Population and Housing Densities

Jurisdiction	2010 Population	Land Area (sq. mi.)	Estimated Population Density (pop/sq.mi.)	Number of Housing Units	Average Estimated Housing Density (houses/sq. mi.)
Unincorporated County Area	43,453	1,235	35	12,214	10
Benton City	3,779	2.56	1,476	1,185	463
Kennewick	71,794	25.9	2,772	27,205	1,050
Prosser	5,668	4.08	1,389	1,907	467
Richland	52,901	39.34	1,345	20,426	519
West Richland	11,336	20.43	555	4,398	215

Source: Washington State Office of Financial Management April 1 2011 Population (High Series), Population Density, and Housing

As required in RCW 70.95.090(5)(d), solid waste collection needs must be projected for the next six years. Requirements for future collection services will depend on population growth. Forecasted growth in population for Benton County for the years 2012 through 2018 are provided in **Exhibit 4-8**. As indicated, the population of unincorporated Benton County is estimated to reach 48,979 in 2018 and incorporated Benton County will reach 163,975. This level of growth will most likely require additional collection routes. In addition, the City of West Richland is expected to exceed 12,000 residents by 2014, and will be required to provide curbside recycling, or an equivalent program, under the current “urban” designation.

Exhibit 4-8. Forecasted Population, 2012-2018

Area	Year						
	2012	2013	2014	2015	2016	2017	2018
Unincorporated	44,826	45,528	46,242	46,859	47,555	48,262	48,979
Incorporated	150,074	152,426	154,815	156,877	159,208	161,574	163,975
Benton City	3,898	3,959	4,022	4,075	4,136	4,197	4,259
Kennewick	74,062	75,223	76,402	77,420	78,570	79,738	80,923
Prosser	5,847	5,939	6,032	6,112	6,203	6,295	6,389
Richland	54,572	55,427	56,296	57,046	57,894	58,754	59,627
West Richland	11,694	11,877	12,064	12,224	12,406	12,590	12,777

Source: Benton County Comprehensive Plan, 2011 Update

4.3.2 Options

At this time, solid waste collection appears adequate for the residents of Benton County. However, continued population growth will likely require additional collection routes in the future. The following options have been submitted to the Solid Waste Advisory Committee for their consideration:

1. Mandatory Collection in Unincorporated Areas.

Currently, collection services in the unincorporated county are voluntary. Residents and businesses may choose to self-haul their waste to drop boxes, transfer stations, or to the Horn Rapids landfill. The County could consider making collection services mandatory. Mandatory collection requires that all residents within a defined area sign up and pay for a minimum level of service. The primary reasons for taking this step are to minimize illegal dumping and to distribute the costs of recycling and solid waste management equitably among all residents.

To require mandatory collection in an unincorporated area or county-wide, the County would be required to form a collection district as described in RCW 36.58A.030. The statute requires the County to hold public hearings on the issue and get approval by the County Commissioners. The Commissioners could approve a mandatory collection district in all or part of the County if it was deemed in the public interest and necessary for the protection of public health.

The County has traditionally maintained a voluntary system based on the rural nature of much of the County unincorporated areas, and the preference of the community to give residents the option to subscribe to service or self-haul their waste to a permitted facility.

2. Further Evaluation of Recycling Service Level Changes for County Unincorporated Area

In the 2006 Plan update, the option to change recycling service levels was recommended for implementation. The County has evaluated the option, but has not made any changes to the existing service level, which is established as a population of 12,000. Since the 2006 Plan adoption, the City of Richland has implemented curbside recycling for single-family residents.

The County could consider changing the population requirement as a means to offer more convenient recycling in certain County area by using housing density rather than population. The WUTC haulers would be required to provide the recycling services specified in the Plan. Working with the haulers, the County could define a new minimum service level that expands recycling and encourages haulers to invest in additional equipment for the service.

4.3.3 Recommendations

The Solid Waste Advisory Committee reviewed the options discussed above and has recommended the following options:

Benton County will continue to monitor the current garbage collection practices, and make changes if deemed necessary and prudent.



Chapter 5

Transfer and Disposal

5.0 Transfer and Disposal

This chapter includes a discussion of solid waste handling systems that includes transfer stations, landfills, and export of waste outside of Benton County and the laws governing these activities.

The County has adopted the following goals and objectives for landfilling and transfer:

Goal #5: Provide for efficient collection, transfer, and disposal of MSW and recyclables.

Objectives:

- Ensure access to collection or drop-off services for residences, businesses, and industry.
- Locate recycling and solid waste transfer, processing, and disposal facilities to optimize service levels and transportation efficiencies.
- Ensure adequate disposal capacity.

5.1 Transfer Stations

Waste transfer stations play an important role in a waste management system, serving as a link between local waste collection programs and the final disposal facility. The primary reason for using a transfer station is to reduce the cost of transporting waste to disposal facilities.

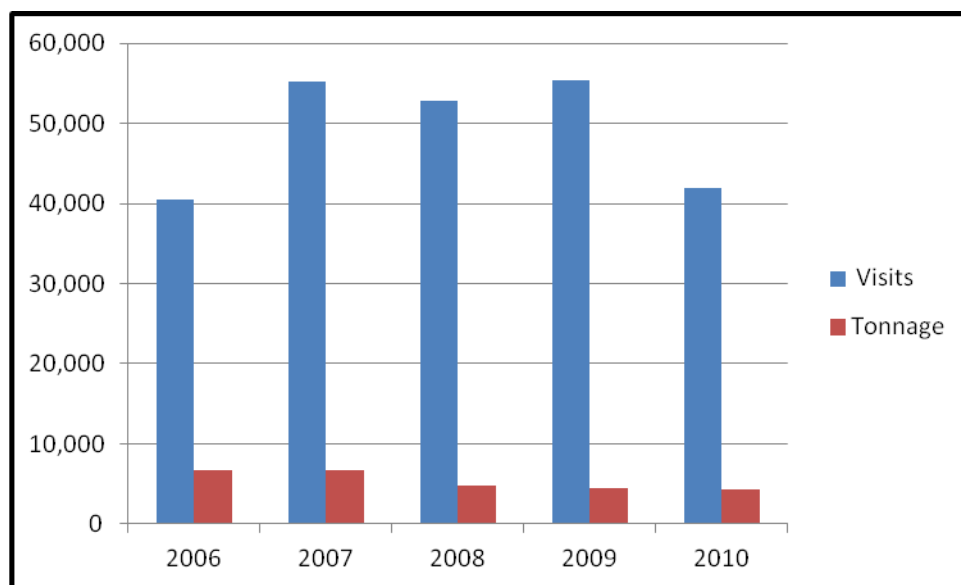
Consolidating smaller loads from collection vehicles into larger transfer vehicles enables collection crews to spend less time traveling to and from distant disposal sites and more time collecting waste. Transfer stations reduce overall transportation costs, air emissions, energy use, truck traffic, and road wear and tear. The Horn Rapids Transfer Station is used to eliminate the needs for customers to access the landfill, reducing the risks associated with self-haul vehicles interacting with commercial collection vehicles.

There are four transfer stations that are used for management of waste generated in Benton County. The transfer stations are described in the following sections.

5.1.1 Horn Rapids Landfill Transfer Station

The City of Richland operates a transfer station at the Horn Rapids Landfill. The transfer station is utilized by self-haulers for the disposal of waste, and eliminates the need for these customers to access the operation area of the landfill.

Data on the use of the transfer station from 2006-2010, including number of visits and tonnage, is included in **Exhibit 5-1**. The number of visits has averaged over 40,000 per year over the past five years, and tonnage has averaged 5,400 tons per year.

Exhibit 5-1. Horn Rapids Landfill Transfer Station Annual Visits and Tonnage

5.1.2 Waste Management Transfer Station

Waste Management operates a transfer station in Kennewick which is available for use by collection vehicles and the general public. The facility also includes a public recyclable materials and limited-purpose moderate risk waste drop-off area that accepts used oil and used antifreeze. The facility is open Monday through Saturday.

5.1.3 BDI Transfer Station

Columbia Basin LLC, d.b.a. BDI Transfer, operates a transfer station in Franklin County, at 1721 Dietrich Road in Pasco, which is available for use by commercial haulers and the general public. The facility accepts municipal solid waste, recyclable materials, and moderate risk waste (moderate risk waste is accepted from Franklin County residents only).

5.1.4 Hermiston Transfer Station

Waste collected in the County unincorporated area by Sanitary Disposal is taken to the company's Transfer Station in Hermiston, Oregon. The facility is permitted to accept municipal solid waste.

5.2 Landfills

Solid waste landfills in the State of Washington are regulated by local health departments and the Department of Ecology through the Criteria for Municipal Solid Waste Landfills Chapter 173-351 WAC. This section will provide information on Benton County landfill goals, local facilities, and an inventory of present capacity.

5.2.1 Existing Landfills

Over the past 10 years, nine landfills have been used to dispose of waste generated in Benton County. They include:

- City of Kennewick Inert Landfill, Washington.
- City of Prosser Inert Landfill, Prosser, Washington.
- Columbia Ridge Landfill, Arlington, Oregon.
- Finley Buttes Regional Landfill, Morrow County, Oregon.
- Graham Road, Spokane County, Washington.
- Greater Wenatchee Landfill, Douglas County, Washington.
- Horn Rapids Landfill, Richland, Washington.
- Roosevelt Regional Landfill, Klickitat County, Washington.
- Sudbury Road Landfill, Walla Walla, Washington.

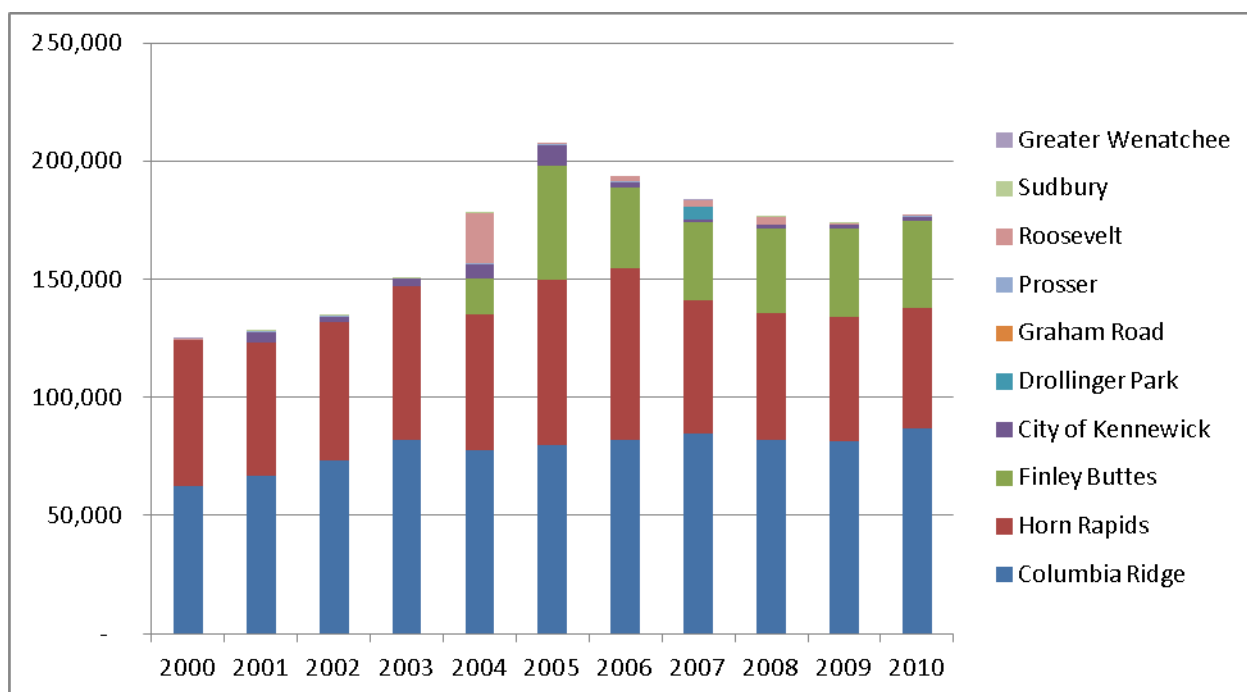
The majority of waste disposed from Benton County is taken to the Columbia Ridge Landfill in Arlington, Oregon. Other major landfills used for disposal of waste from Benton County include the Horn Rapids Landfill in the City of Richland, and the Finley Buttes Regional Landfill in Morrow County, Oregon. In 2007, 5,000 tons of soil, rock, gravel and asphalt were taken to Drollinger Park as part of the City of Richland's closure of this park in 2008.

The Benton County tonnages reported for these landfills are provided in **Exhibit 5-2**.

Horn Rapids Landfill--

The City of Richland owns and operates the Horn Rapids Landfill, located approximately 3.5 miles northwest of town, off of Highway 240. Approximately 46 acres, out of 114, of the property is permitted for solid waste disposal. Adjacent to the permitted area is a separately permitted area of approximately 25 acres for the land application of biosolids, including 6 acres for the compost facility. In addition, there are approximately 14 acres which are occupied with facilities that include:

- An office/toll booth and a scale for weighing incoming loads.
- A transfer station for use by self-haul residential and small commercial waste and recyclables haulers.
- An area for land farming of petroleum contaminated soils generated in Benton County.

Exhibit 5-2. Disposal Summary for Benton County

The landfill operates under a solid waste disposal permit issued by the Benton-Franklin Health District in compliance with provisions of Chapter 173-351 WAC. The existing landfill was constructed prior to Subtitle D regulations, and therefore was not designed with a bottom liner or leachate collection system. A 4-acre vadose monitoring zone has been established within the Northeast corner of the permitted 46-acre disposal area. Small amounts of organic contamination have appeared in the water samples collected at the property boundary. Additional wells were installed in 1998 closer to the active disposal area to further define concentration levels of contaminants. The City of Richland has finished the remedial investigation, as required by the Toxics Control Act, and designed and installed a landfill gas extraction system that has been approved by the Department of Ecology. Part of the gas system design also includes a modified closure design that extends the landfill's capacity, projected to be 2018. The City's financial assurance for Closure/Post-Closure is being funded by a surcharge collected against each ton of waste crossing the scales. The City has completed a Master Plan for the future of the site.

Due to the advent of the City's voluntary residential recycling program, waste disposal activities within the currently permitted area are projected to continue until 2018. Expanding diversion programs to commercial customers and to further expand construction and demolition recycling will add more time to the use to the current facility. After the current facility is full, the City will need to develop and use a new permitted space or long haul waste to a regional landfill.

The Landfill is open to city and non-city residents. City residents are allowed to dispose of waste at the Landfill for \$10 a visit for up to 1,200 lbs; non-city residents pay \$25 for up to 1,200 lbs. Residents must be present, have proper identification and show their City of Richland utility bill in order to dispose of their waste. Richland commercial and non-Richland commercial customers are charged for disposal according to the rate schedule established at the Landfill. The rates are assigned by vehicle type for residential waste, and by vehicle type and weight for commercial and construction debris. Some exceptions can be made for Richland residential waste hauled in a commercial vehicle, as determined by the Landfill site superintendent. In addition, rates are also established for different types of wastes.

Information on the Horn Rapids Composting Facility is included in Chapter 3, Section 3.4.1.

Data on the use of the landfill is available for the past 5 years, including number and types of users, and volume and weight of materials disposed. Historical data for landfill transactions and disposal for the last 6 years is summarized in **Exhibit 5-3**.

Exhibit 5-3. Horn Rapids Landfill Use

Year	Visits	Tons
2007	55,145	68,183
2008	51,947	65,932
2009	75,151	58,327
2010	57,393	52,521
2011	50,737	52,597
2012	48,730	49,948

City of Prosser Inert Landfill--

The City of Prosser owns and operates an inert waste landfill located on the south side of town within the City limits. The landfill is used by the City Public Works Department only and is not open to the general public. The site was permitted by the BFHD on September 19, 1990; however, material has been accepted at the site since August 1, 1990. In 2010, a reported 250 tons of material were disposed at the facility.

City of Kennewick Inert Landfill--

The City of Kennewick operates an inert waste facility in a similar manner to Prosser. In 2010, approximately 1,458 tons of materials were disposed at the landfill from Benton County.

Columbia Ridge Landfill--

The Columbia Ridge Landfill is a regional landfill that is owned and operated by Waste Management, Inc. The landfill is situated on a 2,036-acre site located in Arlington, Oregon. The facility is designed to meet both state and federal environmental standards and operates under

Oregon Department of Environmental Quality Permit #391. The landfill became operational in 1990 and has a life expectancy of over 100 years. In 2010, approximately 86,603 tons of material was disposed at the landfill from Benton County.

Finley Buttes Landfill--

The Finley Buttes Regional Landfill is located in Morrow County, Oregon. It is a regional solid waste management facility, owned by Waste Connections, which serves the Pacific Northwest. The landfill is located 10 miles south of Boardman, Oregon. Access to the site is by highway, Columbia River barge system, and rail.

The site is operated under ODEQ Solid Waste Disposal Permit No. 394 and the landfill is designed, constructed, and operated to be in compliance with all requirements of the Oregon DEQ and EPA Subtitle D MSW landfill requirements. Landfilling operations at the site began in 1990. Waste Connections is permitted to utilize 510-acres of the 1,802-acre site for municipal solid waste (MSW) disposal.

The estimated available fill capacity at the site, as currently permitted by the Oregon DEQ, is 90 million tons of MSW. The landfill receives over 500,000 tons of MSW annually. In 2010, 37,109 tons of material was accepted from Benton County. The projected life of the currently permitted landfill exceeds the 20-year period covered by the 2006 Benton County Solid Waste Management Plan Update.

Graham Road Limited Purpose Landfill--

The Graham Road Facility is owned and operated by Waste Management of Washington, Inc., and is located in Spokane County. Graham Road is a Limited Purpose Landfill that accepts construction and demolition debris, asbestos, tires, wood, concrete, asphalt, special waste, petroleum-contaminated soils, creosote-contaminated wood, and railroad ties. Graham Road has been in operation since 1991. Waste Management has owned and operated the landfill since 1997. In 2010, approximately 8.7 tons of asbestos-containing waste was sent to the facility from Benton County.

Roosevelt Regional Landfill--

The Roosevelt Regional Landfill is located in a remote area of Klickitat County in South Central Washington. The largest private landfill in the state, Roosevelt covers an area of 2,545-acres, has a 120 million ton capacity, and a 40-year expected life span. The landfill is designed to meet all current solid waste landfill regulations, including the Criteria for Municipal Solid Waste Landfills (WAC 173-351). The landfill is operated by Allied Waste/Republic Service Company. This landfill currently accounts for 69% of the State's disposal capacity and in 2010 received

some type of solid waste from 26 counties in Washington.¹ In 2010, approximately 477 tons of material was accepted from Benton County.

Sudbury Road Landfill--

This landfill is located in Walla Walla County, Washington. It is owned by the City of Walla Walla. Since 1994, limited amounts of asbestos containing materials originating from Benton County have been sent to this landfill for disposal. In 2008, 11 tons of asbestos containing material and about 12 tons of MSW were sent for disposal to this facility. In 2009, about 2 tons of asbestos containing material and 6 tons of MSW were sent to this facility. No material was taken to the Sudbury Road Landfill in 2010.

5.3 Waste Import/Waste Export

5.3.1 Waste Import

“Waste import” refers to transfer of waste into Benton County from other areas. Some waste entering the County comes from neighboring Franklin County residents bringing materials to the Horn Rapids Landfill in Richland. This is assumed to be a very small amount of waste, and is not tracked independent of regular residential waste brought to the landfill. Periodically, Yakima County residents may use the Prosser Drop Box Facility, particularly during Prosser Cleanup Days. The Prosser Inert Landfill, as stated above, only accepts demolition waste from its Public Utility Department. Therefore, the importation of municipal solid waste for landfill disposal is essentially non-existent in Benton County.

5.3.2 Waste Export

“Waste export” refers in this section to the transfer of waste from Benton County to a landfill located outside the area. Waste Management of Kennewick, Ed’s Disposal, Inc., and Basin Disposal, Inc., of Pasco, and Sanitary Disposal of Hermiston provide for the collection of solid waste, and export waste out of the county for disposal. Information on the provision of this service is provided below.

Waste Management

Currently, Waste Management of Kennewick is under contract with the City of Kennewick, and under a WUTC franchise certificate to portions of unincorporated Benton County, for the collection and disposal of solid waste. Waste collected by Waste Management of Kennewick is transported to its transfer station in Kennewick. At the transfer station, the waste is off-loaded and compacted into closed-top transfer vehicles for transport to Waste Management’s Columbia Ridge Landfill in Arlington, Oregon. Waste Management utilizes third party transportation companies for the 90-mile transfer of waste from the Kennewick transfer station to the Columbia

¹ Washington State Department of Ecology, *Solid Waste in Washington State--Nineteenth Annual Status Report*.

Ridge Landfill. Currently, eight to nine fully loaded transfer trucks (each carrying 31 tons of compacted solid waste) make the trip from the Kennewick transfer station to the Columbia Ridge Landfill each day. Additional transport can be added to accommodate waste for the planning period.

Ed's Disposal, Inc.

Ed's Disposal, Inc., of Pasco collects waste from unincorporated areas of Benton County, and the cities of West Richland and Benton City. The waste is brought to the BDI Transfer Station in Pasco and long-hauled to the Finley Buttes Landfill for final disposal. The BDI Transfer Station can easily accommodate volumes of waste projected for the 20-year planning period.

Basin Disposal, Inc.

Basin Disposal, Inc., of Pasco collects waste in unincorporated areas of Benton County and the City of Prosser. Waste collected by Basin Disposal, Inc., is brought to the transfer station in Pasco, and is long-hauled to the Finley Buttes facility for final disposal.

Sanitary Disposal

Sanitary Disposal, Inc. collects waste from unincorporated areas in the southern portion of Benton County. Waste collected in this section of the county is transported to Sanitary Disposal's transfer station in Umatilla County, Oregon, and is then long-hauled to the Finley Buttes Regional Landfill in Morrow County, Oregon.

5.4 Landfill Capacity

Given current technology and disposal patterns, landfills are and will remain a necessary and important component of waste management. Source reduction and recycling can divert significant portions of the waste stream, but not all components of the waste stream are recyclable. Therefore, Benton County will be required to continue to secure out-of-county disposal capacity or create additional capacity within the County.

As discussed above, three landfills provide the majority of disposal capacity for the County:

- The Horn Rapids Landfill, located in Richland.
- Two regional landfills: Columbia Ridge Landfill and Finley Buttes Landfill.

The Horn Rapids Landfill has the capacity to accept waste generated by the City of Richland for approximately 6 years. The current permitted capacity is anticipated to be used up sometime in 2018 at the City's current rate of waste placement. After the current facility is full, the City will need to develop and use a new permitted space or long haul waste to a regional landfill. The two regional landfills have capacity well beyond the timeframe addressed by this plan.

5.5 Options

The following options are presented for consideration:

1. Monitor the City of Richland's Process to Evaluate the Feasibility of Expanding the Horn Rapids Landfill to Ensure In-County Disposal Capacity.

The City is evaluating the feasibility of expanding the Horn Rapids Landfill. Initial studies indicate the landfill could be expanded to accommodate seven million tons, or approximately 65,000 tons per year for 66 years, depending on the quantity of material disposed per year. The landfill would be constructed in compliance with Subtitle D regulations for sanitary landfills, and would accept municipal solid waste for disposal. The expanded facility would provide convenient disposal opportunity for residents and businesses at the same level of service as the existing facility. The estimated cost to expand the Landfill is \$33 million over the 53 year life of the new facility. The first phase of the new Landfill will be about \$6 million to begin operations. Operations and maintenance costs would be similar to existing costs. Expansion would ensure in-County disposal capacity for County and City residents.

The County and cities should monitor the City's planning effort, and where feasible, provide input into the process.

5.6 Recommendations

The Solid Waste Advisory Committee reviewed the options discussed above and has recommended the following options:

The County and cities will monitor the City's planning effort, and where feasible, provide input into the process.



Chapter 6

Miscellaneous Wastes

6.0 Miscellaneous Wastes

The purpose of this section is to review the generation, handling, and disposal methods for several special wastes in Benton County. These wastes require special handling and disposal and are generally managed separately from municipal solid waste. The wastes addressed in this chapter are:

- Agricultural wastes.
- Asbestos.
- Biomedical wastes.
- Construction, demolition, inert and disaster debris.
- Petroleum contaminated soil.
- Street wastes.
- Tires.
- Electronic wastes.

Wastes such as low-level radioactive wastes and biosolids will not be addressed in the Plan. Universal waste is addressed in the MRW Plan included in Chapter 7. There may be other items for the special waste category but they have not been identified or have not caused a problem in the County. The nature and sources of these wastes, as well as the existing programs for managing these wastes in Benton County are described, and where warranted, options are presented.

6.1 Goals and Objectives

With respect to specific waste streams, the County has adopted the following goal and objectives:

Goal #6: Establish guidelines and strategies for management of specific waste streams.

Objectives:

- Develop a plan to prepare for management of disaster debris.
- Develop Best Management Practices for agricultural waste reuse and recycling.
- Develop a plan for managing tires.
- Develop a plan for managing universal waste.
- Continue and expand the use of litter work crews.

6.2 Agricultural Waste

Agricultural wastes are by-products of farming and ranching that include crop harvesting waste and manure.

6.2.1 Existing Conditions

According to the 2007 Census of Agriculture, the number of farms in Benton County is increasing; up 24 percent from 1,313 farms in 2002 to 1,630 farms in 2007. The total farm acreage increased by 4 percent, totaling 632,636 acres in 2007 over the 607,963 acres in 2002.¹ The 2007 cattle inventory was 39,324 up from 28,513 in 2002.

Agricultural wastes result from farming and ranching activities, and consist of primarily crop residues and manure. In 2007, the top crop items in acreage were listed as follows:

- Wheat for grain, 94,268 acres.
- Vegetables harvested for sale, 73,530 acres
- Potatoes, 32,170 acres
- Grapes, 23,322 acres
- Sweet corn, 22,500 acres

The Port of Benton, in cooperation with the Benton County Solid Waste Advisory Committee, conducted a study in 2009 to evaluate organic wastes in Benton County that may be useful for generating renewable energy. This work was funded by a grant from the Washington State Department of Ecology (Ecology). The results of the study showed that, in general, the top categories of available agricultural waste materials are food processing wastes, wheat straw from irrigated wheat fields, corn stover, grape pomace, mint slug, and turf grass straw. The report estimated that over 300,000 tons per year of organic agricultural residuals are available in Benton County. **Exhibit 6-1** summarizes the estimated quantity of organic agricultural residuals available in Benton County. In addition, the report identified additional, larger quantities of materials in neighboring counties, such as Franklin, Yakima, Walla Walla, and Klickitat. The report is on file in the Benton County Public Works Department, 620 Market St., Prosser, Washington, or can be viewed online at www.co.benton.wa.us.

¹ 2007 Census of Agriculture, Benton County, United States Department of Agriculture, Washington Agricultural Statistics Service.

Exhibit 6-1. Summary of Organic Residuals Available in Large Quantities in Benton County

Material	Estimated Annual Quantity (tons)	Availability
Food Processing Wastes	>200,000	Potentially available (potato waste and apple pomace in demand for cattle feed).
Corn Stover (assumes 50% left in field)	72,000	Available (some existing collection and use)
Wheat Straw (irrigated fields, assumes 50% left in field)	35,000	Available (some existing use)
Wood (woody orchard prunings)	3,200 to 8,300	Partially available
Grape Pomace	12,000-20,000	Available
Horse and cattle manure (non-dairy)	15,000	Available
Mint	6,400-8,300	Available
Turf Grass Straw	7,400-12,500	Available (some alternate uses)

6.2.2 Options*1. Continue to Work Cooperatively with Port of Benton and Regional Agencies to Identify Opportunities for Beneficial Use of Organic Residuals from Agriculture*

Given the rural nature of Benton County, the potential exists for the generation of significant amounts of agricultural waste. Although little agricultural waste requires disposal in Benton County, the Port of Benton report identified opportunities for use of the materials for energy generation and/or establishment of regional organics management centers, either in the county or on the county perimeter.

A committee has been formed that discusses potential opportunities in the County to further investigate opportunities for developing these types of alternative energy industries. Interested and affected stakeholders to be included in the discussions have included city and county representatives, farmers, processors, energy industry representatives, and the waste and recycling industry.

6.3 Asbestos

Asbestos is a material that was used for thermal insulation, surfacing materials, and other purposes in buildings throughout the 1950s, 1960s, and 1970s. When asbestos-containing material (ACM) becomes easily crumbled by hand pressure, it is called friable and dangerous because it can release asbestos fibers into the air. Likewise, cutting or sanding of non-friable

ACM can release asbestos fibers into the air. Friable asbestos fibers are a known carcinogen, which can cause lung cancer and other disabling and fatal diseases.

Federal regulations governing handling, transportation, and disposal of ACM are known as the National Emissions Standards for Hazardous Air Pollutants (NESHAP) (40 CFR Part 61). Requirements for asbestos disposal include, to name a few, standards for covering the waste, maintenance of waste shipment records, and maintenance of records concerning location and quantity of waste disposed.

Ecology Dangerous Waste Regulations (WAC 173-401-531 Thresholds for hazardous air pollutants) states that asbestos waste that contains 0.01% of friable asbestos exceeds the criteria for carcinogenic dangerous waste and must be regulated. The Benton Clean Air Authority (BCAA) is the local agency responsible for enforcing federal, state, and local asbestos regulations. The Authority has adopted local regulations, consistent with existing federal and state regulations, for the removal, encapsulation, and disposal of ACM. In its regulations, BCAA has lowered the limits for notification and emission control from 260 linear feet (or 160 square feet) to 10 linear feet (or 48 square feet). Asbestos may only be removed by licensed asbestos contractors or by homeowners after a notice is provided to BCAA. Asbestos contractors are licensed by the Washington State Department of Labor and Industries.

6.3.1 Existing Conditions

Municipal solid waste landfills can accept non-friable asbestos wastes if acceptance and disposal procedures are in compliance with federal, state, and local regulations. There are a limited number of facilities that currently accept ACM for disposal. Asbestos waste generators in Benton County can haul their waste to either the Columbia Ridge Landfill (Oregon) or the Roosevelt Regional Landfill (located in Klickitat County) for disposal. Both sites have approved programs for asbestos waste disposal. As discussed in Chapter 5, some ACM originating in Benton County is sent to Sudbury Road and Graham Road landfills. The Horn Rapids Landfill has modified their waste policy to accept ACM (non-friable asbestos).

Asbestos-containing materials can be disposed of in solid waste landfills if they are encapsulated, packaged, and covered for disposal in accordance with the local, state, and federal asbestos regulations described previously. Acceptance of asbestos at a landfill facility requires special handling of the material, additional paper work, and additional training of personnel. These requirements increase asbestos waste disposal costs.

6.3.2 Options

1. Encourage BCAA to Increase Enforcement of Asbestos Waste Disposal Activities

Asbestos regulations require a written notice of intent to remove or encapsulate asbestos. This notice is provided to the BCAA and includes information for handling of the wastes, from removal and encapsulation to disposal. The BCAA is responsible for ensuring that the procedures outlined in the notice of intent are enforced. The BCAA should be encouraged to increase enforcement of asbestos waste disposal activities, including additional follow-up on notices of intent to ensure that the wastes were disposed of in the approved manner. Fining illegal dumpers and publicizing incidents of illegal asbestos dumping in local newspapers should help to discourage illegal dumping and help the public become educated and aware of proper disposal practices.

2. Provide Education to Homeowners on Proper Handling and Disposal

Much of the asbestos waste generated results from demolition and remodeling projects. The quantities generated are a direct result of the amount of this type of work that is conducted. While private contractors are generally aware of asbestos handling requirements, homeowners doing their own project work may not recognize asbestos-containing materials. Current BCAA requirements allow homeowners to remove their own asbestos if they are doing the renovation/remodeling work themselves. Some homeowners may be unknowingly placing asbestos-containing materials from small remodeling projects in with their trash. There may be a need to educate homeowners about proper identification of asbestos-containing materials and proper handling and disposal methods. While some information is available on the BCAA website, the County could work with BCAA to develop more comprehensive information and outreach strategies.

6.4 Biomedical Wastes

Medical treatment and research facilities generate a wide range of special wastes that require handling and disposal. Because of the variety of waste streams, several different regulatory agencies at the local, regional, state, and federal level have regulations pertaining to best management practices, and apply their own definitions to waste types. For the purpose of this Plan Update, biomedical waste means, and is limited to the following types of waste in accordance with RCW 70.95K.010:

- a. **Animal Waste:** Waste animal carcasses, body parts, and bedding of animals that are known to be infected with or that have been inoculated with, human pathogenic microorganisms infectious to humans.
- b. **Biosafety Level 4 Disease Waste:** Waste contaminated with blood, excretions, exudates, or secretions from humans or animals which are isolated to protect others from highly communicable infectious diseases that are identified as pathogenic organisms assigned to biosafety Level 4 by the Centers of Disease Control, National Institute of Health, Biosafety in Microbiological and Biomedical Laboratories, current edition.

- c. **Cultures and Stocks:** Wastes infectious to humans, includes specimen cultures, cultures and stocks of etiologic agents, wastes from production of biologicals and serums, discarded live and attenuated vaccines, and laboratory waste that has come into contact with cultures and stocks of etiologic agents or blood specimens. Such waste includes but is not limited to culture dishes, blood specimen tubes, and devices used to transfer, inoculate, and mix cultures.
- d. **Human Blood and Blood Products:** Discarded waste human blood and blood components, and materials containing free-flowing blood and blood products.
- e. **Pathological Waste:** Waste human source biopsy materials, tissues, and anatomical parts that emanate from surgery, obstetrical procedures, and autopsy. “Pathological waste” does not include teeth, human corpses, remains, and anatomical parts that are intended for interment or cremation.
- f. **Sharps Waste:** All hypodermic needles, syringes with needles attached, IV tubing with needles attached, scalpel blades, and lancets that have been removed from the original sterile package.

The handling, transport, treatment, and disposal of infectious waste are regulated in some fashion by the following entities:

- U.S. Environmental Protection Agency.
- Washington Department of Ecology.
- Washington Department of Health.
- Washington Department of Transportation.
- Washington Utilities and Transportation Commission (WUTC).
- Benton-Franklin Health District.
- National Hospital Certification Association.

Under the Medical Waste Tracking Act of 1988 (MWTa), the EPA gives states the responsibility of permitting infectious waste treatment technologies. Treatment technologies must be consistent with the requirements of Title V of the Federal Clean Air Amendments.

Washington State agencies most directly involved in this process are Ecology, the Department of Health, and the WUTC. Ecology administers permits for the following biomedical wastes treatment alternatives:

- Incineration.
- Autoclaving.
- Chemical Disinfection.
- Microwaving.
- Macrowaving (for offsite treatment only).
- Gas vapor and irradiation sterilization.

6.4.1 Existing Conditions

The two major hospitals in the area (Kennewick General Hospital and Kadlec Medical Center, located in Richland) no longer incinerate their biomedical wastes. One franchise hauler, Stericycle, has a certificate granted by the WUTC (certificate G-244) to collect biomedical throughout the state. The collection service is provided on an on-call and regular basis.

Major generators of biomedical wastes in Benton County dispose of their wastes through a licensed state franchise service provider. At this time there have been neither reported problems with biomedical wastes nor identification of biomedical waste disposed improperly in the waste stream. Although no problems have been identified, a potential exists for improper disposal of these wastes. The BFHD provides a brochure on proper home disposal of syringes and lancets, and refers the medical community to Stericycle for disposal options.

While most medical facilities are informed about proper management of biomedical wastes, residential generators may not be informed about proper management for sharps and outdated pharmaceuticals. Pharmaceutical wastes present both wastewater and solid waste management issues. Often residents flush unwanted pharmaceuticals down toilets or pour them down drains, leading to potential contamination of surface waters, ground waters, and biosolids. In areas where there are wells and septic systems, this practice could affect drinking water. Proper disposal is also an issue for solid waste collection workers who must handle the waste.

6.4.2 Options

Two options to address residential biomedical waste are presented:

1. Educational materials for correct management of medical waste generated by residents.

Educational materials should continue to inform residents about the risks associated with their wastes and the services available to properly store and dispose of them. Residential sharps generators can use information about correct containers and collection opportunities.

2. Collection of sharps by garbage haulers, and outdated pharmaceuticals by local law enforcement agencies.

Most garbage haulers will accept sharps in their collection bins. Some will provide sharps containers, but most encourage residents to use sturdy, shatter and puncture proof, plastic bottles as sharps containers. Residents are provided label to use to identify the bottle as a sharps container, so it is not inadvertently put in a recycling bin. Local law enforcement agencies hold semi-annual pharmaceutical collection events in conjunction with the Drug Enforcement Agency.

6.5 Construction and Demolition Debris

Construction and demolition (C&D) debris consists of the materials generated during the construction, renovation, and demolition of buildings, roads, and bridges, and included within the definition of Solid Waste (WAC 173-350-100). This waste stream often contains:

- Concrete
- Wood (from buildings)
- Asphalt (from roads and roofing shingles)
- Gypsum (the main component of drywall)
- Metals
- Bricks
- Glass
- Plastics
- Salvaged building components (doors, windows, and plumbing fixtures)
- Trees, stumps, earth, and rock from clearing sites

A category closely related to C&D is “inert waste.” Inert waste includes cured concrete that has been used for structural and construction purposes, including embedded steel reinforcing and wood, that was produced from mixtures of Portland cement and sand, gravel, or other similar materials; asphaltic materials that have been used for structural and construction purposes (e.g., roads, dikes, paving) that were produced from mixtures of petroleum asphalt and sand, gravel, or other similar materials; brick and masonry that have been used for structural and construction purposes; ceramic materials produced from fired clay or porcelain; and glass, composed primarily of sodium, calcium, silica, boric oxide, magnesium oxide, lithium oxide or aluminum oxide. Glass presumed to be inert includes, but is not limited to, window glass, glass containers, glass fiber, glasses resistant to thermal shock, and glass-ceramics. Glass containing significant concentrations of lead, mercury, or other toxic substance is not presumed to be inert; nor are stainless steel and aluminum.

The primary difference between the two types of waste is that demolition waste is considered susceptible to decomposition, whereas inert waste is considered resistant to decomposition.

6.5.1 Disposal Regulations

Under WAC 173-350-400, Limited Purpose Landfills include, but are not limited to, landfills that receive segregated industrial solid waste, construction, demolition and landclearing debris, wood waste, ash (other than special incinerator ash), and dredged material. WAC 173-350 require liners and leachate collection systems for Limited Purpose Landfills.

Disposal of inert wastes is specifically addressed in WAC 173-350-990. Under that regulation, the requirements for inert sites are significantly reduced from those required for solid waste landfills. For example, no liners, leachate collection or treatment systems are required for inert fills. The less stringent requirements would result in cost savings in all aspects of construction,

operation, and maintenance of the inert fill. It is often advantageous to divert inert wastes from the municipal solid waste stream for disposal at an inert landfill. This reduces the amount of costly landfill space consumed by wastes that do not necessarily require disposal in a solid waste landfill. A higher level of regulatory overview should be part of any permitted Inert Waste Landfill so that non-permitted material (i.e. non-inert Solid Waste) does not become deposited in a non-lined landfill).

Options for disposal of C&D and inert wastes include:

- g. **Use of Inert Waste as Fill Material:** WAC 173-350-410 provides for use of limited amounts (less than 250 cubic yards) of inert waste as general unregulated fill material.
- h. **Disposal in Inert Waste Landfills:** Inert landfills may only manage concrete, asphalt, masonry, ceramics, glass, aluminum, and stainless steel. The waste must meet the definition of “inert” provided earlier.
- i. **Disposal in Limited Purpose Landfills:** Limited purpose landfills are available to accept many other types of wastes including industrial waste, demolition waste, problem waste, and wood waste. Design criteria for limited purpose landfills are performance based, subject to location standards, design and operating criteria, ground water monitoring, and financial assurance. Limited purpose landfill design specifications always include a liner and leachate collection system.

6.5.2 Existing Conditions

C&D waste generated in Benton County is managed at several landfills, which were previously discussed in Chapter 5. The tonnages of Benton County demolition and inert waste accepted at these facilities are provided in **Exhibit 6-2**. The majority of C&D materials are delivered to the Horn Rapids Landfill, where the materials are reused, recycled, or disposed. The City uses a tub grinder to pulverize wood material for use as intermediate cover material at the Landfill.

Limited recycling and reuse opportunities exist for C&D in Benton County. Opportunities do exist for scrap metals, asphalt, and concrete recycling in the City and region. **Exhibit 6-3** contains a list of facilities in the region that accept C&D materials. Concrete and asphalt pavement is crushed and used as base material for new construction or as aggregate in new asphalt. Wood waste is processed and sold for landscaping mulch or used to produce new wood products. It is often used for hog fuel for steam-generated electricity. Gypsum from wallboard is ground and used to manufacture new wallboard, and fertilizer. Architecturally valuable timbers, hardware, doors and windows are salvaged and reused with minimal or no processing. When recovered, these materials are not regulated as disposed solid waste.

Exhibit 6-2. Demolition and Inert Waste Disposal Summary for Benton County

Disposal Site	2005			2006			2007			2008			2009			2010		
	Dem.	Inert	Total	Dem	Inert	Total	Dem.	Inert	Total	Dem.	Inert	Total	Dem.	Inert	Total	Dem.	Inert	Total
Horn Rapids Landfill	16,569	1,520	18,089	11,380	1,119	12,499	22,267	1,640	23,907	21,101	823	21,924	18,594	1,541	20,135	18,014	36,626	54,640
Roosevelt	125		125	669		669	160		160			0	70		70			0
Columbia Ridge						0			0			0			0			0
Graham Road (LP)	4	2	6			0	2.5		3	21		21	1.34		1			0
Prosser (I/D)		207	207			0		453	453			0			0		69	69
City of Kennewick (I/D)		9,130	9,130			0		2,513	2,513			0			0		979	979
Total	16,698	10,859	27,557	12,049	1,119	13,168	22,430	4,606	27,036	21,122	823	21,945	18,665	1,541	20,206	18,014	37,674	55,688

Source: Washington Department of Ecology, Solid Waste Disposal Data by County (Landfilled and Incinerated: 1994 – 2010)

Exhibit 6-3. Regional C&D Facilities

Facility	City	Materials
Ray Poland and Sons, Inc.	Kennewick	Concrete, rebar
Pacific Steel and Recycling	Kennewick	All grades of construction metals
Twin City Metals	Kennewick	Aluminum, Brass , Copper, Ferrous scrap, Lead, Nonferrous, Porcelain/cast-iron, Stainless steel, Wire (ferrous, bare wire, insulated)
HVAC Recovery / Pick Up	Kennewick	Copper
R S Davis Recycling Incorporated	Hermiston, OR	Scrap metal
Ross Scrap Yard	Hermiston, OR	Scap metal
Super Scrap	Kennewick	Scrap metal
DLC Recycling	Yakima	Scrap metal
DRS	Richland	Clean drywall
Mayflower Metals	Prosser	Scrap metal
Tommy's Steel and Salvage	Pasco	Ferrous and non-ferrous metals
Central Pre-Mix	Pasco	Clean concrete block, bricks, rock, and gravel
Inland Asphalt	Richland	Concrete and asphalt
American Rock Products	Richland	Concrete (No metal or asphalt)

6.5.3 Options

Many C&D materials, such as wood, asphalt, concrete, rock, gypsum, and various metals, have multiple potential uses and are cost-effectively recovered, processed, and used as raw materials for new (or renewed) end uses. Wood waste is processed and sold for landscaping mulch or used to produce new wood products. It is often used for hog fuel. Gypsum from wallboard is ground and used to manufacture new wallboard, and fertilizer. Architecturally valuable timbers, hardware, doors and windows are salvaged and reused with minimal or no processing. When recovered, these materials are not considered, or regulated, as solid waste.

Such activities reduce pressure on waste disposal facilities, reduce dependence on “virgin” raw materials, and decrease energy use. In addition, the economic value of this market activity is enormous. In many communities, C&D and inert materials are now recognized as having significant potential to contribute to recycling goals and reduce waste overall.

C&D wastes are generated at a rate which is proportional to construction activity in a county and therefore dependent on the economic climate as well as population growth. Since Benton County will continue to experience growth and redevelopment, there will be C&D waste to be handled.

Historically, C&D and inert wastes have been collected, transported, recycled, and disposed by the private sector. This responsibility should remain with the private sector. Benton County should, however, support private efforts by encouraging separation of recyclable or reusable materials from the waste stream.

In keeping with the state goals and policies for waste reduction and recycling, the following options have been presented to the Solid Waste Advisory Committee as a means to gain more control and insight into the disposal of demolition wastes, to reduce the amount of C&D and inert wastes requiring disposal, and to prepare for emergencies and disasters that create debris:

1. Provide Education Programs for Contractors.

A straightforward method to help divert C&D and inert waste is to provide general contractors with educational material and information about alternative facilities that take C&D and inert waste. This could be as simple as providing a brochure listing the diversion facilities in the region, with hours, location, cost, and material types accepted. Providing information on reuse opportunities, such as exchange programs, can also be useful. A key opportunity for informing contractors about reduction and recycling opportunities is during the permitting process.

In addition to general reduction and recycling opportunities, contractors could be provided information about deconstruction and green building practices:

Deconstruction: This involves dismantling of a structure, salvaging building contents and components, and finding viable markets and outlets for materials. This practice can be used to varying degrees, which can range from reuse of an entire structure or foundation, to select assemblies and systems, to the careful removal of specific materials or items.

Green Building: Increasing the amount of green building practices is one of the five key initiatives identified in the State's Beyond Waste Plan. Green building is defined by the Beyond Waste plan as "design and construction practices that significantly reduce or eliminate the negative impact of buildings on the environment and occupants in five broad areas: sustainable site planning; conservation of materials and resources; energy efficiency and renewable energy; safeguarding water and water efficiency; and indoor air quality." The Beyond Waste Plan adopted a short-term goal of "dramatically increasing adoption of environmentally preferable building construction, operation and deconstruction practices throughout the state and the region." A separate long-term goal was also adopted, which is for "green building to be a mainstream and usual practice throughout the state."

The Beyond Waste Plan makes seven recommendations specifically for green building:

- a. Coordinate and facilitate partnerships to implement the green building action plan.
- b. Lead by example in state government.
- c. Provide incentives that encourage green design, construction and deconstruction and begin removing disincentives.
- d. Expand capacity and markets for reusing and recycling construction and demolition materials.
- e. Provide and promote statewide residential green building programs.

- f. Increase awareness, knowledge and access to green building resources.
- g. Encourage innovative product design.

2. Establish C&D and Inert Waste Diversion Specifications for County or City Projects.

Another method for encouraging C&D and inert waste diversion is to include C&D and inert waste diversion requirements/procedures into project specifications, which are part of the contract between the contractor and the project owner. Because specifications are a major communication tool to convey the requirements of a construction or demolition project, specifications that contractors are required to follow could also include conditions and requirements for diverting C&D and inert materials. If the conditions are not met, the contractor could be held accountable.

The specification would require the contractor to submit a C&D waste management plan to the project owner and architect which will recover 50 - 75% of the C&D wastes for reuse and recycling. The plan must include a list of reuse and recycling facilities that will be used and materials that will be recovered. At the end of the project, the contractor must provide a final accounting of the disposition of recovered materials, including submittal of receipts, to receive final payments.

3. Use Recycled Content Building Specifications for County or City Projects.

There are building materials made with recycled content (insulation, plastic lumber, tiles) that are market ready, competitively priced and perform as well as virgin products. To generate demand and promote the reuse of C&D and inert materials in their present and recycled form, Benton County and the cities would require the use of recovered and recycled materials for county building and renovation projects.

As discussed above, the Beyond Waste Plan Green Building Initiative objective is “to dramatically increase adoption of environmentally preferable building construction, operation and deconstruction practices throughout the state and the region.” The long-term goal of this initiative is “for green building to be a mainstream and usual practice throughout the state.”

Other governmental actions are being taken on the state and local level. The High Performance Green Building Bill was signed in to law by Governor Gregoire on April 8, 2005. This bill adopts LEED (Leadership in Energy and Environmental Design) standards for state-owned buildings and schools.

4. Develop a Disaster Management Plan for Benton County.

In the aftermath of a disaster, the primary focus of government response teams is to restore and maintain public health and safety. As a result, debris diversion programs such as recycling and reuse can quickly become secondary. Advance planning, through a Disaster Management Plan, can help Benton County identify options for collecting, handling, storing, processing, transporting, diverting, and disposing of debris. Preparing a plan before an emergency happens can save valuable time and resources if it is needed.

5. Additional Oversight of Small Inert Waste Fill Projects

The county adheres to the state regulation that inert waste fill of less than 250 cubic yards does not have to be permitted. Improvements could be made in the level of control or scrutiny the county applies to individual demolition and/or construction projects, especially those in the unincorporated areas of the county. Some record of volume, waste type, fill location, and responsible party should be maintained. This could be facilitated through the issuance of demolition permits or through the building permit process.

6.6 Petroleum-Contaminated Soils

Petroleum-contaminated soils (PCS) are soils that have been contaminated by a petroleum product through leaks from petroleum product storage tanks or spills. Some PCS can be contaminated with lead, benzene, solvents, and PCBs and therefore may be considered hazardous. This section discusses only non-hazardous PCS.

PCS requires clean up when hydrocarbon contamination levels exceed those specified in Ecology's Model Toxics Control Act Cleanup Regulation (MTCA) (WAC 173-340). Under the MTCA, there are separate cleanup levels for industrial versus non-industrial zoned land along with maximum allowable levels for each individual constituent. PCS above MTCA cleanup levels can be treated in-situ, in place, or excavated and treated onsite or at an approved treatment facility.

6.6.1 Existing Conditions

Proper disposal of PCS is largely the responsibility of the generator. PCS generated in Benton County may be disposed of in several ways, including treating their soils onsite, disposing of them at a regional treatment center, or disposing of them at a permitted landfill. The generator must select a method approved by Ecology and typically will use cost to make the final selection of disposal method.

One option which is only available to generators in Benton County is to haul the PCS to the Horn Rapids Landfill, where the wastes are land farmed, disked in with native soils, and then used as

cover and road-building materials at the landfill. The Benton-Franklin Health District monitors the acceptance of PCS at the landfill and requires testing of the material before it is used at the landfill at least 6 months after it was first land farmed. The Horn Rapids Landfill uses a special form and procedure to track PCS through the treatment process. The BFHD approves and monitors PCS delivered to the Horn Rapids Landfill for treatment and re-use.

Other options for disposal are the Kennewick and Pasco transfer stations and export to one of the regional landfills. Generators with PCS designated as dangerous wastes must find other methods of appropriately disposing of their wastes that complies with all local, state, and federal regulations.

Present disposal and treatment options for PCS appear to be adequate. PCS wastes generated in Benton County will continue to be disposed at the Horn Rapids Landfill, on-site, Roosevelt Regional Landfill, Finley Buttes Landfill, and Columbia Ridge Landfill.

6.6.2 Options

1. Maintain Existing System

The County and cities should promote the private sector to continue to manage and dispose of PCS. These operations are likely to continue to use the Horn Rapids Landfill or other appropriately permitted facilities. Where appropriate, the County and cities should support and encourage the private sector to treat contaminated soils to minimize the amounts landfilled.

6.7 Street Wastes

Street wastes are collected during maintenance activities of cleaning streets, parking lots, storm sewers, and drainage systems. They are considered a solid waste in RCW 70.95.030 when the liquids have been decanted. Typically these street wastes fail the Model Toxics Control Act standards for total petroleum hydrocarbon (WTPH 418.1 Modified) and heavy metals; however, on the east side of Washington, street sweepings do meet MTCA standards due to the high volatilization. Many generators are now disposing of this material in landfills at considerable expense.

6.7.1 Existing Conditions

Street sweepings and vactor truck wastes collected at the Richland and Kennewick Decant Facilities have routinely tested under MTCA levels. Kennewick disposes of the material at their Inert Landfill, while Richland uses it for cover at the landfill. Prosser also disposes of street sweepings in their Inert Landfill. Decanted water from both decant facilities enter oil/water separators and each city's sewerage system. The City of Kennewick is looking into the feasibility of a decant facility that would handle contaminated street waste.

6.7.2 Options

1. Evaluate Potential Reuse of Street Wastes

Numerous reuse options for street wastes are potentially available. For example, the material might be used as feedstock in cement manufacture, asphalt production, composting, concrete manufacture, and industrial fill. Other reuse options include construction uses like fill or roadbed material. Some of the processing and reuse options for street wastes may not be realistic given regulations, permitting requirements, and material specifications involved in the options, leaving landfilling or treatment as the only options. Richland and Kennewick have both constructed street waste facilities, with all wastes going to landfills.

6.8 Tires

A waste tire is a tire no longer usable for its original intended purpose because of wear, damage, or defect (RCW 70.95.550) Tires do not include the metal wheel to which they are usually fastened. With its useful life over, it must be stored (temporarily), and then recycled or disposed. Tire dealerships remove most old tires in the process of selling new ones. Individuals may also accumulate old tires. When vehicles are junked, the tires on the vehicle, spares, and snow tires may be stored by the owner or taken to a wrecking yard.

In 2005, the Washington State Legislature passed SHB 2085, creating a Waste Tire Removal Account with funds for cleanup of unauthorized and unlicensed tire piles. Funds for this account come from a \$1 fee for each new replacement tire sold in Washington. The 2009 Legislature passed Senate Bill 5976 that transfers most of the collected tire fee revenue to Department of Transportation every other year (starting in 2011) (RCW 70.95.532). Ecology currently receives an annual tires budget of \$500,000. This funding reflects an 80% reduction from previous years.

Ecology is changing the focus of the Tire Program in light of the funding reduction. At the start of the program, we focused on removal of unauthorized tire piles. All of the tire piles identified in the 2005 Study of Unauthorized Tire Piles have been cleaned up along with many others.

6.8.1 Existing Conditions

The tire pile regulations are applicable and enforceable for piles where more than 800 tires are stored (WAC 173-350). Currently, there are no permitted tire pile facilities in the County (a previously permitted facility has been abandoned by the owner and is not under a permit). Tire collection events are held in Prosser and West Richland, sponsored by the Benton County Mosquito Control District.

Tires are accepted for a fee at the Horn Rapids Landfill. Tires are no longer buried, but transported off site to recycling operations. Waste Management accepts tires at the Kennewick Transfer Stations for a fee. Tires are not collected curbside with refuse. Tires are shipped by

Waste Management to a facility in Richland. Tires are accepted at the BDI Transfer Station for a fee, and tires are collected at curbside with the refuse in West Richland, Prosser and Benton City, as well as Ed's Disposal and Basin Disposal's county service areas.

Most large tire retailers contract with a tire collector for transport away from the site and eventual disposal/recycling. The majority of tires collected in the county are transported out of the county or state.

Tires will continue to be accepted at the Richland Landfill, Kennewick Transfer Station, BDI Transfer Station, and local tire retailers. The BFHD will identify tire piles that do not comply with state regulations and require compliance with these regulations. Tire policy and enforcement should be a consistent focus of Benton County to prevent the accumulation of tires outside of the traditional solid waste system.

6.8.2 Options

1. Develop a Plan for Management of Tires

Although currently there are a variety of ways in which tires are safely collected, in Benton County, the collection of tires at individual residents or businesses has the potential to become a nuisance. The County and cities should develop a plan to address the accumulation of tires on individual properties, and should pursue state grants, if available, to assist in tire pile cleanup. Municipal and county solid waste staff should coordinate tire recycling activities with programs in other jurisdictions.

2. County and City Purchasing Programs for Recycled Tire Products.

As was discussed in Chapter 3, Benton County can use its purchasing power to promote markets for scrap tires. There are a wide variety of tire-derived products available in the marketplace such as molded rubber products (e.g., carpet underlay, flooring material, dock bumpers, patio decks, railroad crossing blocks, roof walkway pads, rubber tiles and bricks, movable speed bumps). EPA has developed recycled-content recommendations for many products made from scrap rubber. Additionally, rubberized asphalt can have applications in many public works projects and loose fill crumb rubber can be used in a variety of applications for recreation and outdoor use such as playgrounds and walking trails.

Purchasing programs also can promote the use of retreads in government fleets, which is a common practice in commercial fleets for large truck tires. Retreading refers to reusing a tire casing and applying a new tread to the tire surface. EPA also has a procurement guideline developed for retread tires.

2. County and City Programs to Reduce Tire Waste.

City and county governments can divert tires from the waste stream from their fleets through maintenance and repair programs. Good tire maintenance can extend the life of a tire significantly. Windshield stickers can be used to remain maintenance facilities to check tires just as stickers are used for oil changes. Tires also can be repaired, if damaged, to increase their life span. Tire waste also can be reduced by purchasing longer-life tires.

3. Public Education Programs.

Consumers can be educated on tire maintenance, tire repair, and lifecycle costs to encourage purchase of longer-life tires. One specific target for educational materials could be companies that operate commercial fleets.

6.9 Electronic Waste

Electronic waste refers to discarded computers, monitors, printers, fax machines, cell phones, electronic cables, and other electronic products. In 2006, the Washington State Legislature passed Engrossed Substitute Senate Bill 6428, which established the Washington State Electronics Product Recycling Law. The law requires manufacturers of electronic products sold in Washington State to finance and implement electronics collection, transportation, and recycling programs in Washington State no later than January 1, 2009. This program is available to households, small governments, small businesses, and charities. Ecology oversees this program. Electronic products that are covered in the legislation include cathode ray tube (CRT) and flat panel computer monitors having a viewable area greater than 4 inches when measured diagonally, desktop computers, laptops, portable computers, and e-readers.

6.9.1 EXISTING CONDITIONS

Implemented in January 2009, E-Cycle Washington provides free recycling of computers, monitors, laptops, e-readers, and televisions to residents, charitable organizations, small businesses, and small government agencies.

The business locations that accept and recycle or reuse electronic materials in Benton County include the following:

- Clayton Ward Recycling, 119 East Albany, Kennewick
- Clayton Ward Recycling, 1936 Saint St., Richland
- Goodwill - Columbia Center Mall, 100 Columbia Center Blvd., Kennewick
- Goodwill - Fred Meyer Donation Center, Corner of 10th and Hwy 395, Kennewick
- Goodwill - Albertsons Donation Center, 140 W. Gage Blvd., Richland
- Goodwill - Walmart Donation Center, 2801 Duportail St., Richland
- Value Village, 731 N Columbia Center Blvd., Kennewick
- Stay Tan West, 3680 W. Van Giesen, West Richland
- Staples, 1480 Tapteal Dr., Richland
- Office Depot, 1717 George Washington Way, Richland

- Office Depot, 6815 W. Canal Dr., Kennewick
- Best Buy, 6809 W. Canal Dr., Kennewick

6.9.2 OPTIONS

1. Monitor and Evaluate E-Waste Program

The County should monitor the current E-Cycle program for effectiveness. Beginning in 2010, local governments and local communities are encouraged to submit an annual "Satisfaction Report" to Ecology by March 1. The entity responsible for preparing the solid waste management plan for an area is responsible for submitting the Satisfaction Report. The report must use a template Ecology provides that will include information on:

Accessibility and convenience of services and how they are working in their community.

- What services aren't working and why.
- Suggestions for improvements to services plans provide.
- Description of public outreach and education.
- Any other relevant information.

One copy is to be submitted electronically, and an additional paper copy is to be submitted by mail. Within 90 days, Ecology will either approve the report or request additional information.

Ecology will use information in these reports when evaluating recycling plan service levels and revisions.

2. E-Waste Education

Local governments are required by Ecology to provide their citizens with information about the E-Cycle program through existing educational methods typically used by local government. This includes listing locations and hours of operation of local collection sites and services. Ecology has developed a Local Government Toolkit, to promote E-Cycle Washington. This toolkit is available on the Department of Ecology web site. This public education program will promote the existing drop-off locations in the County that are part of the state program.

3. Update list of available opportunities for e-waste collection and recycling

This information is on the County's website, along with a link to the Ecology website. The County should regularly update the information to ensure it is accurate.

6.10 Recommendations

The SWAC reviewed the options for special wastes, and recommends the following policies and programs for implementation:

Benton County and the Cities will continue to monitor the handling of special wastes and pursue increased education and continued support in the enforcement and cleanup of hazardous wastes. We will work on developing a disaster management plan for Benton County and in cooperation with its Cities.



Chapter 7

Moderate Risk Waste

7.0 Moderate Risk Waste

7.1 Introduction

The purpose of this Plan is to establish the goals and objectives for the safe handling and management of moderate risk waste (MRW), which is composed of household hazardous waste (HHW) and conditionally exempt small quantity generator (CESQG) waste generated in the County. The Plan will direct and guide the management of these wastes over a twenty year planning period, from 2012 to 2032. The recommendations included in this Plan are based on existing conditions and forecasts of future conditions in the County.

This Plan includes the geographic area of Benton County, including both the incorporated and unincorporated areas. The lead agency in its development is the Benton County Department of Public Works. The population distribution across the County averages 106 people per square mile, with more residents living in the incorporated cities/towns of the county (77%) as compared to the unincorporated area (23%). In 2010, the total County population was 188,931 people. Population growth from 2000 to 2010 was approximately 32%. Estimates prepared by the Washington State Office of Financial Management (high series) project the population to be 250,842 by the year 2030.

The Plan was prepared with input from the Solid Waste Advisory Committee (SWAC) during the 2012 Solid Waste Management Plan update process. A list of the SWAC members and the meeting dates, along with information on where minutes from those meetings are archived, is included in Chapter 1.

7.2 Current Conditions

A Moderate Risk Waste facility operated at the Horn Rapids Landfill from 1995 to 2010. The facility was staffed with two full time personnel, and accepted waste from households and small quantity generators in Benton County. The types of materials collected at the Horn Rapids Facility included the following:

- Paint (oil base and latex)
- Cleaning Agents
- Polishes
- Antifreeze
- Batteries
- Gasoline
- Adhesives and glues
- Fluorescent light bulbs/tubes
- Propane Cylinders
- Aerosols
- Transmission & brake fluid
- Wood preservatives and stains
- Pesticides
- Motor oil and anti-freeze
- Pool Chemicals

The quantities of materials collected at the facility and at collection events, from 2008 through 2011, are indicated in **Exhibit 7-1**.

**Exhibit 7-1. MRW Materials Collected in Benton County
2008-2011 (pounds)**

Year	Household Hazardous Waste (HHW)	Small Quantity Generator Waste (SQG)	TOTAL	% HHW	%SQG
2008	295,069	19,693	314,762	94%	6%
2009	356,852	6,328	363,180	98%	2%
2010 ¹	117,131	7,356	124,487	94%	6%
2011 ²	137,754	N/A	137,744	N/A	N/A

¹Partial year due to fire

² Two collection events, participants not tracked

The previous MRW facility received an average of approximately 4,675 customers per year, with the majority of customers coming from Richland, West Richland, and Kennewick, and small numbers of customers from Prosser, Benton City, and unincorporated Benton County, see **Exhibits 7-2 and 7-3**.

Exhibit 7-2: MRW Customer Trips

Year	Trips HHW	Trips SQG	Trips TOTAL
2008	4,450	79	4,529
2009	4,748	77	4,825
2010 ¹	3,815	48	3,863

¹Partial year due to fire

Source: 2008 – 2010 trip counts from MRW and SQG Annual Reports. 2009 and 2010 forms track used oil, battery, and antifreeze customers separately and customer trips for these materials are not tracked.

**Exhibit 7-3: MRW Customer Source Breakdown
(based on 2008 MRW Customer Tracking)**

City	Trips	Percent of Total
West Richland	386	8.7%
Richland	3,633	81.6%
Prosser	12	0.3%
Kennewick	271	6.1%
Benton City	71	1.6%
Benton County (other)	77	1.7%
TOTAL	4,450	100%

In addition to the former MRW facility at the Horn Rapids Landfill, Benton County offered satellite HHW drop-off facilities in Benton City and Prosser to provide convenient disposal options for County residents. These facilities were operated by Basin Disposal, Inc. of Pasco, WA.

The Benton City satellite facility is located at the City shop south of the intersection of Della St and 7th St. In Prosser, the satellite facility is located at the City Yard/transfer station at 10th St. & Sherman St. These facilities currently collect only used oil. The used motor oil is collected and recycled by Oil Recycling and Refining Company, whose local facility is at 403 N. Dayton, Kennewick.

In 2010, the facility was destroyed in a fire. Since that time, the County has operated collection events twice yearly to provide opportunities for County residents and eligible businesses to properly dispose of MRW. For participation rates for the four collection events held in Kennewick in 2012 and 2013 see **Exhibit 7-4**.

**Exhibit 7-4 HHW Collection Participant Breakdown
(based on tracking at events held in 2012 and 2013)**

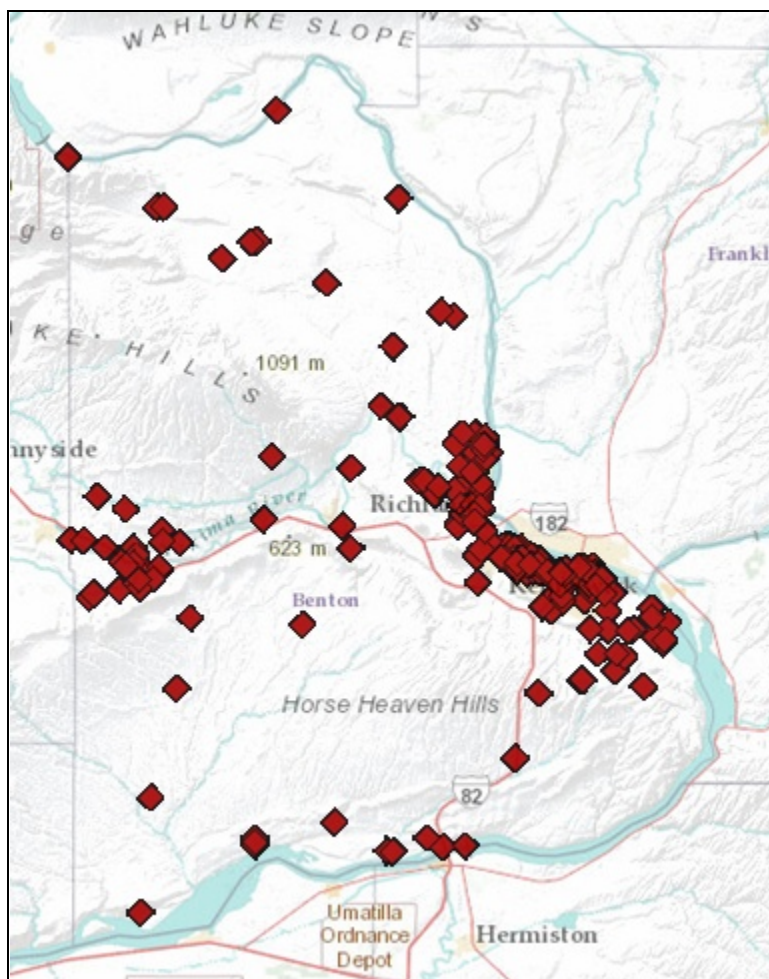
City	Participants	Percent of Total
Benton City	37	1.2%
Kennewick	3,633	41.8%
Prosser	12	0.5%
Richland	271	26.8%
W. Richland	71	6.3%
Benton County	77	6.9%
Other (did not stop for survey)	503	16.4%
TOTAL	4,450	100%

7.3 Hazardous Waste

Businesses or institutions producing or accumulating hazardous waste above the quantity exclusion limits are required to meet a stringent set of regulations when storing, handling, and disposing of their hazardous wastes. In addition, these fully regulated hazardous waste generators must comply with extensive waste tracking and reporting requirements. CESQGs must meet certain requirements for identifying and managing their hazardous wastes, but are exempt from portions of the waste tracking and reporting requirements.

7.3.1. Hazardous Waste Generators

Businesses in the County that are registered as hazardous waste generators have an EPA/State identification number issued under Chapter 173-303-WAC, as listed in Ecology's Facility Site Identification (F/SID) database (as of February 2012). A map showing the distribution of the registered hazardous waste generators is included as **Exhibit 7-5**.

Exhibit 7-5. Distribution of Hazardous Waste Generators

7.3.2. Hazardous Waste Sites

Ecology publishes the Hazardous Sites List as required by WAC 173-340-330. The list is updated twice per year. It includes all sites that have been assessed and ranked using the Washington Ranking Method. Also listed are National Priorities List (NPL) sites. Sites on the Hazardous Sites List (excluding NPL and TSP sites) have undergone a preliminary study called a Site Hazard Assessment (SHA). An SHA provides Ecology with basic information about a site. Ecology then uses the Washington Ranking Method (WARM) to estimate the potential threat the site poses, if not cleaned up, to human health and the environment. The estimate is based on the amount of contaminants, how toxic they are, and how easily they can come in contact with people and the environment. Sites are ranked relative to each other on a scale of one to five. A rank of one represents the highest level of concern relative to other sites, and a rank of five the lowest. Hazard ranking helps Ecology target where to spend cleanup funds. However, a site's actual impact on human health and the environment, public concern, a need for an immediate

response, and available cleanup staff and funding also affect which sites get first priority for cleanup. A site may be removed from the list only if the site is cleaned up. In some cases, long-term monitoring and periodic reviews may be required to ensure the cleanup is adequate to protect the public and the environment. Placing of a site on the list does not, by itself, imply that persons associated with the site are liable under Chapter 70.105D RCW.

7.4 Transporters and Facilities

Hazardous waste transportation companies that are registered with Ecology which can service businesses in Benton County are included in Exhibit 7-6. This is a partial list, and does not constitute a recommendation. All transporters of hazardous waste require a common carrier permit issued by the Washington Utilities and Transportation Commission (WUTC), under RCW 81.80.

There are presently no household hazardous waste collection facilities in the County. If it became necessary to site a hazardous waste facility in the County to handle the County's waste, the 2006 Comprehensive Plan designates specific areas of the County for Heavy Industrial land uses. Heavy industries are by definition those that in the normal course of activity transport, store or produce emissions, smoke, glare, noise, odor, dust and hazardous materials as products or byproducts. Lands designated Heavy Industry on the Land Use Map are lands wherever they have, or are in reach of attributes essential to industrial activities, and where they will not present unmanageable conflicts with other land uses, and have rail and water borne transportation access; isolation from high density residential and commercial uses; large acreages for outside storage and maneuvering of trucks and rail equipment. Heavy Industrial lands are designated in the south county, in the south Finley area, north of Prosser, and on the Hanford Site. The county's supply of Industrial designated lands is augmented by similar designations within cities in the county.

Furthermore, in Chapter 11.34 of the County Zoning Code under the Heavy Industrial (HI) district, Section 11.34.05 Uses Requiring a Conditional Use Permit, allows for a hazardous waste treatment and/or hazardous waste storage facility treating waste not generated on the same or a contiguous parcel; provided that such facility complies with Washington State siting criteria set forth in RCW 70.105.210, and if a conditional use permit is issued by the Board of Adjustment after notice and public hearing.

Exhibit 7-6. Hazardous Waste Transporters

Company	Location
Able Cleanup Technologies	Spokane
Adar Construction, Inc.	Spanaway
Advanced Waste Services	West Allis
ARCOM Oil	Tacoma
BELFOR Environmental, Inc.	Portland

Exhibit 7-6. Hazardous Waste Transporters

Company	Location
Big Sky Industrial	Spokane
Bulk Service Transport	Spokane
CCS (a division of PNE Corp.)	Longview
Certified Cleaning Services	Tacoma
Chemical Waste Management	Arlington
Chem-Safe Environmental	Kittitas
Clean Harbors	SeaTac
Coeur d'Alene Dredging	Valleyford
Emerald Services	Seattle
EQ (Environmental Quality Company)	Wayne
FBN Enterprises	Bellevue
HAZCO Environmental Services	Richmond
Innovac	Edmonds
Marine Vacuum Service	Seattle
Phoenix Environmental Services	Tacoma
PSC Environmental Services	Washougal
Regional Disposal (RABANCO)	Seattle
Safety Kleen	North Highlands
SQG Specialists	Salem
TW Services	Madison
U.S. Ecology	Grand View
Univar USA	Redmond
Veolia Environmental Services (formerly Onyx)	Phoenix
Waste Management of Auburn	Auburn
WasteXpress Environmental Services	Portland

7.5 Legal Authority for Program

Local governments are required by the Washington State Hazardous Waste Management Act (HWMA, Chapter 70.105 RCW) to address moderate risk waste management in their jurisdictions. Moderate risk

wastes are hazardous wastes produced by households, and by businesses and institutions in small quantities. Commercial and institutional generators of hazardous waste are conditionally exempt from full regulation under the HWMA, provided that they do not produce or accumulate hazardous waste above specified quantities defined by Ecology (quantity exclusion limits). These “small quantity generators” produce hazardous wastes in quantities that do not exceed the following State regulatory limits:

- 220 pounds (100 kg) of dangerous waste per month or per batch.
- 2.2 pounds (1 kg) of acute or extremely hazardous waste per month or per batch.

In addition, to maintain its status as a small quantity generator, a business or institution may not accumulate more than 2,200 pounds of dangerous waste or more than 2.2 pounds of acute or extremely hazardous waste at one time.

Businesses or institutions producing or accumulating hazardous waste above the quantity exclusion limits are required to meet a stringent set of regulations when storing, handling, and disposing of their hazardous wastes. In addition, these fully regulated hazardous waste generators must comply with extensive waste tracking and reporting requirements. Small-quantity generators must meet certain requirements for identifying and managing their hazardous wastes, but are exempt from portions of the waste tracking and reporting requirements.

In 1991, RCW 70.951.020 was added requiring local governments to amend their local hazardous waste plans to include the Used Oil Recycling Act, for the management of used oil as part of MRW management.

The Beyond Waste Plan, published in 2004, establishes five initiatives as starting points for reducing wastes and toxic substances in Washington. Initiative #2 is Reducing Small-Volume hazardous materials and wastes. The goal of this initiative “...is to accelerate progress toward eliminating the risks associated with products containing hazardous substances.” Specifically, the initiative encompasses products and substances commonly used in households and in relative small quantities by businesses.

In 2009, Ecology updated the MRW Planning Guidelines, and in 2010 Ecology updated the Guidelines for the Preparation of Solid Waste Management Plans. Included in the new guidelines are new requirements for a combined Solid Waste and MRW Plan. This section has been prepared to meet the requirements for a combined Solid Waste and MRW Plan.

7.6 Financing

Benton County’s MRW program is funded from a number of sources, including revenue from garbage excise fees, matching monies from Cities, and grant funding. Costs for the program include labor and operations. The 2010 costs and revenue for the Benton County MRW program are presented in **Exhibit 7-7**.

Exhibit 7-7. MRW Program Costs and Revenue (2010)

Activity	\$ Amount
Costs (includes contractor costs, wages, permits, etc.)	\$280,000
Revenue (includes grants)	\$280,000

7.7 Governance

The legal authority for decisions regarding the implementation of the MRW plan is the responsibility of the Benton County Board of County Commissioners.

7.8 Program Philosophy

The following are the goals and objectives of the Benton County MRW program:

- Protect natural resources and public health by eliminating the discharge of moderate risk waste into solid waste systems, wastewater treatment system, and into the environment through indiscriminate disposal;
- Manage moderate risk wastes in a manner that promotes, in order of priority: waste reduction, recycling, physical, chemical, and biological treatment, incineration, solidification and stabilization, and landfilling;
- Increase public awareness of available alternatives and the importance of proper disposal of moderate risk wastes;
- Improve opportunities for the safe disposal of moderate risk wastes by citizens and businesses within Benton County;
- Improve disposal options available to farmers and ranchers for agricultural chemical waste;
- Reduce health risks for workers coming in contact with moderate risk wastes that may be disposed of in the solid waste stream or in wastewater treatment systems;
- Coordinate moderate risk waste management programs with existing and planned systems for waste reduction, recycling, and other programs for solid waste management;
- Encourage cooperation and coordination among all levels of government, citizens, and the private sector in managing moderate risk wastes;
- Emphasize local responsibility for solving problems associated with moderate risk waste, rather than relying on the state or federal government to provide solutions; and

- Comply with the requirements of the Washington State Hazardous Waste Management Act (RCW 70.105.220) directing each local government to prepare a local hazardous waste management plan.

The County's overall vision is to reduce the generation of MRW, and to eliminate the improper disposal of MRW. Through education and outreach, the County envisions a change in behavior and habits that will accomplish these goals and objectives.

7.9 Program Services

The County is considering a number of options for household hazardous waste collection, public education, and business technical assistance, as described below:

7.9.1. Household Hazardous Waste Collection

The Benton County MRW facility, located at the Horn Rapids Landfill, was lost due to a fire in 2010. In 2011, a feasibility study was initiated to identify the optimum approach for MRW management in the county, and the funding mechanisms to develop and operate the selected system. The analysis looked at four potential operating scenarios, including:

- 1) Permanent facility similar to the previous operations at the Horn Rapids Landfill
- 2) Permanent facility similar to the previous operations at an alternate location
- 3) Permanent facility with increased operations, including satellite facilities with an expanded list of materials for collection.
- 4) Joint Benton-Franklin counties facility

Based on feedback from City MRW staff, provisions for the following MRW activities were also considered in the evaluation and conceptual design of a new facility:

- MRW processing including can crushing, material bulking, and fluorescent tube crushing
- Enclosed facility for weather protection and staff comfort
- Provisions for use and storage of forklift
- Covered customer unloading area for weather protection
- Facility located on industrial zoned site (or easily changed to industrial)
- Access and layout to allow for maneuvering of semi-truck for material loadout
- Consideration for administrative area

Included in the study was an analysis of the potential level of service to be provided, such as targeted materials, projected customer types, operating days and hours, and staffing. Projected MRW quantities through the year 2030 are provided in **Exhibit 7-7**. The projections are based on average material quantities received in 2008 and 2009 (prior to interruption of fixed MRW facility operation), an average of 95% of materials received from HHW customers and 5% of materials received from SQG, and population projections per the Washington State Office of Financial Management's High Series.

**Exhibit 7-7: Projected MRW Quantities
(pounds)**

Year	HHW	SQG	TOTAL
2015	347,256	18,277	365,533
2020	373,058	19,635	392,693
2025	398,866	20,993	419,859
2030	423,312	22,280	445,592

The MRW facility feasibility study also identified potential locations to site an MRW facility and conceptual facility layouts were developed and evaluated to determine the most efficient MRW operations. Based on the siting analysis, further evaluation of three of the identified potential sites was recommended: the City of Richland shop (or adjacent parcel), Benton County Road Maintenance Shop, and I-82/Badger Road sites. The Horn Rapids Landfill remains a viable site for the MRW facility if the no growth scenario is determined to be the optimal operational model.

Capital and annual O&M cost estimates for the various operating scenarios, as well as a discussion of possible funding sources for the various operating scenarios were also developed as part of the study. The study will conclude with an evaluation matrix for determining an optimal MRW facility and operating scenario, based on identified level of service criteria, operational models, preferred sites, conceptual layouts, capital and O&M costs, and funding mechanisms. The complete study is included in **Appendix E**.

7.9.2. Public Education

Household hazardous waste outreach efforts will be continued and may be increased, including distribution of flyers to households, businesses, at County facilities, and on the County websites. These efforts will be continued on an ongoing basis to reach new residents. The County will utilize flyers/handouts available from Ecology and the Washington Toxics Coalition to distribute information to residents and businesses on MRW generation and disposal

7.9.3. Small Business Technical Assistance

The County could provide free technical assistance to businesses wanting to learn how to reduce and manage hazardous waste. The program would include a set of outreach, education, and assistance components integrated with other waste reduction programs.

7.9.4. Small Business Collection Assistance

The County would continue the existing program of offering small businesses the opportunity to bring their wastes to the MRW facility for proper handling and disposal.

7.10 Process for Updating Implementation Plan

The County and SWAC will review the Plan on a regular basis to identify any necessary changes to the goals, objectives, and implementation plan. Changes may be deemed necessary due to changes in State law, conditions in the County, budgets, and/or others issues. If changes are identified, the County and SWAC will work together to develop the changes, for review and approval by the County and local jurisdictions.

7.11 Implementation Plan

The following constitutes the Implementation Plan for the Benton County Solid Waste Management and Moderate Risk Waste Management Plan .

The SWAC is continuing to study the purchase of property suitable to siting a new Moderate Risk Waste Facility. Once suitable property has been procured, plans will be developed for permitting, construction and/or retrofitting for a facility, and for operation of the facility.

7.12 Annual Budget

The County's budget for the implementation of the Plan is included in **Exhibit 7-8**. Actual budgets to carry out the Plan will vary from year to year as specific programs are defined, and will depend upon availability of grant funding and the budget approved by participating local governments.

Exhibit 7-8. MRW Plan Implementation Budget and Schedule

Activity	Projected Costs	Funding Mechanism (Tip Fees/Grants/Others)	Implementation Year
Public Education	\$50,000	Grants, excise fees	2012
Business Technical Assistance	\$10,000	Grants, excise fees	2012
MRW Facility			
Capital Costs	\$890,000 - \$1,500,000	Grants, loans, excise fees	2016
Operating Costs	\$395,000 - \$518,000/yr	Grants, excise fees	2018



Chapter 8

Administration and Enforcement



8.0 Administration and Enforcement

8.1 Administration

The Washington State Solid Waste Management Act, RCW 70.95, assigns local government the primary responsibility for managing solid waste. This chapter describes the administrative structure for solid waste management planning and permitting in Benton County.

Administrative responsibility for solid waste management in Benton County is divided among several agencies and jurisdictions. The administrative responsibilities of each organization are described below.

8.1.1 Solid Waste Advisory Committee

The State requires that counties establish a Solid Waste Advisory Committee (SWAC) to assist in the development of programs and policies concerning solid waste handling and disposal (RCW 70.95). The Benton County SWAC is an advisory board to the Board of Benton County Commissioners and makes recommendations to the Commissioners on matters relative to the development of solid waste handling programs and policies. One of its main functions is to provide a forum within the community for the expression of opinions regarding solid waste handling and disposal plans, ordinances, resolutions, and programs prior to adoption. SWAC members represent citizens, public interest groups, business, the waste management industry, and local government. The SWAC has a significant role in developing and updating Benton County's Comprehensive Solid Waste Management Plan.

8.1.2 Benton County Public Works Department Solid Waste Program

RCW 36.58 authorizes Benton County to develop, own, and operate solid waste handling facilities in unincorporated areas of the county, or to accomplish these activities by contracting with private firms. The County also has the authority and responsibility to prepare comprehensive solid waste management plans for unincorporated areas and for jurisdictions that agree to participate with the County in the planning process.

The County has entered into interlocal agreements with all of the incorporated cities within the county for the purpose of solid waste management planning and implementation. Interlocal Agreements are developed in accordance with Chapter 39.34 RCW, Interlocal Cooperation Act, for the purpose of permitting local governments to cooperate with one another in the performance of tasks, thus achieving economies of scale and reducing duplication of effort. An Interlocal Agreement is signed by the authorized officials of the local governments involved, and specifies the services and/or facilities to be provided and any compensation between the local governments for such services and/or facilities. The Interlocal Agreements between Benton County and the incorporated cities will remain in effect through December 2013, and will be negotiated for renewal for 2014-2016. A copy is included in Appendix C.

Benton County exercises its solid waste responsibilities through the Benton County Public Works Department, and specifically through the Solid Waste program. The Solid Waste program has the responsibility for developing and implementing the solid waste management plan, formulating interlocal agreements, administering public education programs, and providing staff support for the SWAC.

8.1.3 Incorporated Cities

RCW 35.21.152 allows cities to develop, own, and operate solid waste handling systems and to provide for solid waste collection services within their jurisdictions. There are five incorporated cities and towns in Benton County. The City of Richland operates its own residential garbage collection system and the remaining four cities contract with private haulers.

8.1.4 Benton-Franklin Health District

The Environmental Health Division within the Benton-Franklin Health District provides much of the regulatory oversight in Benton County. The agency is the responsible local authority (per RCW 70.95.160) for issuing permits for solid waste facilities. The agency also is responsible for assessing compliance with permit conditions and has the responsibility for maintaining compliance through enforcement activities. The Health District's responsibilities extend to the following areas for solid waste management:

Solid Waste Facilities: The Health District issues operating permits for waste handling facilities, including landfills, transfer stations, and recycling facilities.

Special Wastes: The Health District issues permits for limited purpose landfills and facilities for managing septic and street wastes.

The specific permit requirements for solid waste disposal facilities are defined in WAC 173-351 and WAC 173-350. Health District responsibilities for processing and evaluating these permits are defined in RCW 70.95.180. These state regulations require jurisdictional health departments to evaluate solid waste permit applications for their compliance with all existing laws and regulations and their conformance with the Solid Waste Management Plan and all zoning requirements. The Department of Ecology's review and appeal process for a permit issued by the Health District is explained in RCW 70.95.185.

8.1.5 Benton Clean Air Authority

The Benton Clean Air Authority is responsible for controlling the emission of air contaminants from sources in the Benton County with authority derived from federal and Washington State Clean Air Acts. Relevant laws are the Code of Federal Regulations (40 CFR) and RCW 70.94, respectively. In addition, there are a limited number of local regulations in the Benton Clean Air Authority Regulation 1. The WAC 173-400 series of the administrative code is the principal source of regulatory implementation of Washington State air pollution laws.

In terms of solid waste management, the issue is principally one of media transfer in which potential air pollutants are not allowed to be released into ambient air under compliance and enforcement responsibilities of the BCAA. Consequently, some materials, such as vegetative matter that was previously burned legally, can no longer be burned, and specific prohibited materials that could never have been burned legally are being diverted to the solid waste stream. Outdoor burning is currently restricted to permitted residential, land clearing, and agricultural burning plus a certain exempted burning of vegetative materials, principally outside Urban Growth Boundaries. No outdoor burning is allowed within Urban Growth Boundaries except agricultural burning and specifically exempted burning.

Another specifically regulated material that is solid waste is asbestos containing material for which the BCAA requires proper removal, handling, transport, and landfill disposal. The BCAA is also responsible for regulating odor and any hazardous or toxic emissions from any material of biological or non-biological origin. A specific example of the latter is composting facilities. In so far as these materials are involved with a diversionary activity or recycling, the requirements for compliance with air regulations may affect the feasibility of such efforts, operation of relevant materials handling facilities, and whether these materials may be in or out of the solid waste stream.

Some specific compliance and enforcement responsibilities of the BCAA are permitting for composting facilities, landfills, and wastewater treatment plants. Nuisance odor and fugitive dust are among the regulated events.

8.1.6 Washington State Department of Ecology

Ecology has the primary authority for solid waste at the state level. Ecology assists local governments in the planning process by reviewing, providing comments, and approving preliminary and final drafts of solid waste management plans. This review is to ensure that local plans conform to applicable state laws and regulations. In its Guidelines for the Development of Local Solid Waste Management Plans and Plan Revisions, Ecology offers recommendations on the preparation of solid waste management plans. Ecology also makes recommendations and comments on reviews of solid waste handling and disposal permits to ensure that the proposed site or facility conforms to applicable laws and regulations.

8.1.7 Washington Utilities and Transportation Commission--

The Washington Utilities and Transportation Commission (WUTC) regulates solid waste collection activities under RCW 81.77, through the issuance of certificates entitling private companies to provide solid waste collection services within specified geographic areas of the state. RCW 70.95.096 also grants the WUTC the authority to review solid waste management plans to assess solid waste collection cost impacts on rates charged by collection companies regulated under RCW 81.77 and to advise the County and Ecology of the probable effects of the Plan's recommendations on those rates.

8.2 Enforcement

A number of different entities are responsible for enforcing solid waste management regulations and requirements within Benton County: the Benton-Franklin Health District, the Benton Clean Air Authority, the Benton County Sheriff's Office, the Washington State Department of Ecology, the Washington Utilities and Transportation Commission, and the incorporated cities. The enforcement responsibilities of these entities are discussed below.

8.2.1 Benton-Franklin Health District--

The Benton-Franklin Health District (BFHD) carries the responsibility for enforcing many solid waste regulations and programs within Benton County. State law gives local health departments responsibility for:

“ordinances governing solid waste handling implementing the comprehensive solid waste management plan covering storage, collection, transportation, treatment, utilization, processing and final disposal including but not limited to the issuance of permits and establishment of minimum levels and types of service for any aspect of solid waste handling.” (RCW 70.95.160)

In addition, RCW 70.95.160 states that:

“such...ordinances shall assure that solid waste storage and disposal facilities are located, maintained, and operated in a manner so as properly to protect the public health, prevent air and water pollution, are consistent with the priorities established in RCW 70.95.010 and avoid the creation of nuisances.”

Falling under the definition of “solid waste handling facilities” are landfills, wood and tire piles, construction and demolition debris sites, compost facilities, transfer stations, and landfills.

The BFHD's enforcement responsibilities extend to the following areas of solid waste management:

Illegal dumping: BFHD receives and investigates public health related complaints resulting from illegal dumping, improper storage, and littering. If, after notification from BFHD, the property has not been cleaned up, the information is forwarded to the Benton County Prosecuting Attorney's Office for legal action. It also issues clean-up orders.

Solid waste facilities: BFHD issues and renews permits, and makes periodic inspections of solid waste handling facilities. Inspections ensure that these facilities do not create public health problems, nuisances, or environmental contamination. All solid waste facilities accepting solid waste are inspected at a minimum of every 2 months. Facilities, such as closed facilities or facilities with active permits that are not currently accepting waste, are inspected two times per year. The Horn Rapids Landfill is inspected at least quarterly by the Health District for

compliance with State Criteria for Municipal Solid Waste Landfills and Benton-Franklin Health District regulations.

8.2.2 Benton Clean Air Authority--

The Benton Clean Air Authority has the responsibility of monitoring the emission of air contaminants from sources in Benton County and is responsible for enforcement of emissions standards. The Authority also regulates asbestos handling and open burning in the County.

8.2.3 Benton County Sheriff's Office--

Complaints against illegal dumping are handled by the Sheriff's Office in Benton County. Offenders are fined approximately \$150 for each day the garbage remains at the illegal dumpsite. Few offenders are apprehended.

8.2.4 Washington State Department of Ecology--

Although primary enforcement for solid waste management is through jurisdictional health departments, Ecology has a range of enforcement authorities under various statutes to address existing or potential sources of pollution, including those which result from improper solid waste handling and management. For instance, Ecology has broad authority to take enforcement actions under the State Water Pollution Control Act, the Hazardous Waste Management Act, and the Model Toxics Control Act. Collectively, these laws allow Ecology to issue orders and impose penalties for noncompliance. Under some circumstances, Ecology may also take direct action to remedy threats to public health and the environment, and seek to recover costs from potentially liable parties.

In some instances, Ecology may assume the duties and responsibilities of jurisdictional health departments. RCW 70.95.163 authorizes local health departments to enter into an agreement with Ecology to assume some, or all, of their solid waste regulatory responsibilities and authorities, such as biosolid and septic permitting and enforcement.

8.2.5 Washington Utilities and Transportation Commission

The Washington Utilities and Transportation Commission (WUTC) regulates the collection of solid waste in unincorporated areas of the County. The WUTC's enforcement mechanisms include fines and revocation of the right of private collectors to collect solid waste. The WUTC also enforces against companies that illegally collect solid waste without a certificate.

8.2.6 Incorporated Cities

Cities and counties have the authority to establish solid waste programs, pass ordinances, and provide resources to monitor compliance and take corrective action where necessary. For instance, within the City of Richland's Public Works Department, the Solid Waste Department is responsible for enforcing compliance with refuse collection regulations. The Department

monitors compliance of daily operations at the landfill. The Department also works with the Health District to enforce litter control and illegal dumping programs. The cities are also responsible for enforcing local ordinances covering zoning, land use, illegal dumping, and littering.

8.3 Options

Responsibilities for implementing the Solid Waste Management Plan are assigned to various local agencies. Since responsibilities for specific tasks are assigned to more than one agency, each of the jurisdictions needs to recognize the importance of carrying out all tasks in a manner that ensures efficient use of resources (by avoiding duplication of effort), avoids gaps in program activities, and avoids conflicts or inconsistencies. This can be accomplished by holding regular coordination meetings, sharing informational materials, and briefing the Solid Waste Advisory Committee. Participating jurisdictions should track progress as they implement each of the recommendations contained in the Plan as a means to determine the effectiveness of each element of the Plan and the need for adjustments or revisions. As programs are implemented, participating agencies should also solicit comments and suggestions from citizens and participating businesses, regarding the programs' adequacy and effectiveness. The SWAC and the Central Regional Office of the Department of Ecology should receive progress reports on the Plan's implementation. The SWAC should be asked to review and recommend any necessary adjustments or revisions to planned activities.

Enforcement activities within Benton County generally are focused on compliance with permit conditions and regulatory standards, littering, and illegal dumping. Response often comes from law enforcement agencies for littering. Code Enforcement and the BFHD are responsible for enforcement of illegal dumping/improper disposal. One key issue is to ensure adequate staffing and funding for the agencies responsible for enforcement.

A second key enforcement issue pertains to illegal dumping. Washington's Model Litter Control and Recycling Act (RCW 70.93) prohibits the deposit of garbage on any property not properly designated as a disposal site. Revisions (RCW 70.93.060) provide stiffer penalties for littering and illegal dumping in rural areas including classification as a misdemeanor, punishable by specific penalties. Illegal dumping can be addressed through enhanced enforcement activities and education.

The following options address administration and enforcement of solid waste issues in Benton County:

1. *Facilitate Interagency cooperation*

The large number of different agencies and jurisdictions responsible for solid waste management in Benton County makes interagency cooperation essential. This can be achieved through commitments on the part of each entity to participate on the advisory committee(s), and

coordinating committee meetings between the counties and municipalities to facilitate the exchange of information. In addition, coordination can be achieved if technical staff work closely with their counterparts in the other jurisdictions performing similar or related functions.

A cooperative approach to program evaluation is also essential to ensure that the goals and objectives of solid waste management are being met, and to monitor changes that take place in solid waste generation and disposal. Once Benton County and the municipalities have adopted the Plan, mechanisms will need to be developed to ensure that the Plan is effectively implemented. One method for evaluating programs is to continue to utilize the Planning Committee of the SWAC to review the success of individual program components and the Plan as a whole. Methods of review could include tracking waste quantities, participation rates, expenses, income, and implementation problems. Reviews could occur periodically to make necessary adjustments once the Plan is implemented.

2. *Coordinate enforcement activities to attain maximum impact without duplication.*

Complex environmental issues, increased emphasis on recycling and waste reduction programs, more complicated operational requirements at sanitary landfills, and the need to coordinate all aspects of the solid waste system, including hazardous waste, have drawn attention to enforcement. Jurisdictions must take the time and effort, not only to understand the laws, but they must also examine their organizations and staffing levels to adequately address the requirements of the laws. Because the majority of solid waste problems are regional, each jurisdiction needs to establish appropriate means of interacting with other jurisdictions.

3. *Improve coordination among County agencies, cities, and other relevant public agencies responsible for illegal dumping cleanup, education, and prevention programs.*

Several Washington communities have addressed illegal dumping concerns by convening a task force to evaluate the roles of the county, cities, and other relevant public agencies responsible for illegal dumping cleanup, education, and prevention programs. Such an effort can lead to better coordination, reduced overlap of responsibilities, and reduced gaps in coverage. This can also lead to uniform enforcement capabilities and quicker response to halt illegal activities.

4. *Develop a coordinated public outreach and education program.*

Education is an important aspect of addressing illegal dumping and related problems. The purpose of a preventive action program is to raise public awareness about illegal dumping. Each jurisdiction could pool their efforts for coordinated outreach. Emphasis could be placed on encouraging citizens to report illegal dumping sites by establishing a “hotline,” so that dump sites may be cleaned up before they become a larger problem.

8.4 Recommendations

The Solid Waste Advisory Committee reviewed the option discussed above and has recommended the following options:

1. Facilitate Interagency cooperation;
2. Coordinate enforcement activities to attain maximum impact without duplication;
3. Improve coordination among County agencies, cities, and other relevant public agencies responsible for illegal dumping cleanup, education, and prevention programs;
4. Develop a coordinated public outreach and education program.



Chapter 9

Implementation



9.1 INTRODUCTION

The purpose of this chapter is to outline the actions and budget necessary to implement the recommendations contained in this plan.

9.2 SIX-YEAR CAPITAL AND OPERATING FINANCING

The RCW (Section 70.95.101(3)(c)) requires the solid waste management plan to contain a 6-year construction and capital acquisition program for public solid waste handling facilities, including development and construction or purchase of publicly financed solid waste management facilities. The legislation further requires plans to contain a means for financing both capital costs and operations expenditures of the proposed solid waste management system. Any recommendation for the development, construction, and/or purchase of public solid waste management and recycling facilities or equipment should be included in this discussion. Financing operation expenditures should also be added to this section of the plan.

Capital and operating expenses to implement the Plan recommendations over the next 6 years are summarized in Exhibit 9-1. Actual budgets to carry out the recommendations will vary from year to year as specific programs are defined, and will depend upon availability of grant funding and budget approved by local governments. It is important to note that because Benton County relies on the private sector for the majority of solid waste management activities, very few capital costs are projected for the participating jurisdictions for the first 3-4 years. The major funding source has always been, and still remains, grant funding from the Department of Ecology. Benton County bases its Solid Waste Program on these grants, and budgets accordingly. Matching monies are raised in Benton County by way of a garbage excise fee assessed on the gross revenues generated by garbage services provided in unincorporated Benton County. The Cities fund their matching monies through utility fees, which are funded 100% by customer rates. In the future, as additional operational and capital costs become necessary, and as the availability of grant funding decreases, it may be necessary to raise these fees, charge for services heretofore provided for free (i.e. HHW collection), and/or to seek out loans or partnerships with businesses.

9.3 IMPLEMENTATION SCHEDULE

The implementation of the recommendations contained in this Plan will begin upon approval of the Plan by the jurisdictions and Ecology. The schedule for implementation is included as Exhibit 9-2. The schedule may be revised as the Plan is updated, and as the objective and needs of the County and jurisdictions change. As indicated, for some recommendations, the programs have been or will be implemented within a few months, for other recommendations implementation will span many years.

Exhibit 9-1. Implementation Costs

CHAPTER	Recommendation	Cost			Expense type
		Year 1	Year 3	Year 6	
3. Outreach and Education	1. Update Website	\$600	\$700	\$800	Labor
	2. Provide Technical Assistance to Schools and Businesses	\$200	\$1,200	\$400	Labor
	3. Arrange Recycling Facility Tours/Interactive Education	\$50	\$100	\$150	Labor
3. Waste Reduction	1. Support Product Stewardship and Extended Producer Responsibility Policies	\$50	\$50	\$50	Labor
	2. Promote Environmentally Preferable Products Preference and Purchasing	\$50	\$50	\$50	Labor
	3. Promote Waste Reduction Practices in County and City operations	\$50	\$50	\$50	Labor
	4. Promote Use of Online Materials Exchanges	\$50	\$50	\$50	Labor
	5. Encourage Use of Reuse Stores and organizations	\$50	\$50	\$50	Labor
	6. Consider Implementing Waste Reduction Requirements for New Developments	\$50	\$50	\$50	Labor
	7. Monitor Progress and Efficacy of Waste Management and Reduction Measures	\$250	\$400	\$600	Labor
3. Recycling	1. Evaluate Need for Additional Materials and New Locations for Drop-Box Program	\$50	\$50	\$50	Labor
	2. Consider Implementing a Rewards Program for Residential Recyclers	\$50	\$5,000 (if implemented)	\$6,000 (if implemented)	Labor Cash or Merch for Awards
	3. Provide Commercial Waste Assistance as Needed	\$50	\$400	\$600	Labor
	4. Evaluate Recycling Opportunities Related to the Wine	\$200	\$300	\$400	Labor

Exhibit 9-1. Implementation Costs

CHAPTER	Recommendation	Cost			Expense type
		Year 1	Year 3	Year 6	
	Industry				
3. Organics	1. Expand Yard Waste Chipping Program as Funding and Markets Become Available	\$1,600	\$0 (assuming program become self-sufficient)		Labor, Equip-ment Rental
	2. Encourage Curbside Green Waste Collection for Commercial Customers	\$1,200	\$0 (assuming market for green waste becomes available or paid for through increased garbage fees)		Labor, Equipment Costs for Hauling
	3. Evaluate Diversion Opportunities for Organic Waste from Wine Industry	\$50	\$50	\$50	Labor
4. Collection Systems	1. Consider Mandatory Collection in Unincorporated Areas.	Minimal costs assuming garbage fees would cover cost			
	2. Further Evaluation of Recycling Service Level Changes for County Unincorporated Area	\$50	\$50	\$50	Labor
5. Transfer and Disposal	1. The County will monitor, and where appropriate and feasible, provide input into the City of Richland's process evaluating the feasibility of expanding Horn Rapids Landfill.	\$300	\$300	\$300	Labor
6. Agricultural waste	1. Continue to Work Cooperatively with Port of Benton and Regional Agencies to Identify Opportunities for Beneficial Use of Organic Residuals from Agriculture	\$50	\$50	\$50	Labor
6. Asbestos	1. Encourage BCAA to Increase Enforcement of Asbestos Waste Disposal Activities	\$50	\$50	\$50	Labor
	2. Provide Education to Homeowners on Proper Handling and Disposal	\$50	\$50	\$50	Labor, copying

Exhibit 9-1. Implementation Costs

CHAPTER	Recommendation	Cost			Expense type
		Year 1	Year 3	Year 6	
6. Biomedical Waste	1. Provide educational materials for correct management of medical waste generated by residents.	\$50	\$50	\$50	Labor, copying
	2. Evaluate feasibility of sharps and outdated pharmaceuticals collection at household hazardous waste collection sites.	\$50	\$50	\$50	Labor
6. Construction and Demolition Debris	1. Provide waste reduction, green building and debris management information to contractors	\$300	\$300	\$300	Labor
	2. Evaluate establishing C&D and Inert Waste Diversion Specifications for private Projects.	\$50	\$50	\$50	Labor
	3. Evaluate establishing C&D and inert waste diversion specifications for public (city and county) projects	\$50	\$50	\$50	Labor
	4. Develop a Disaster Management Plan for Benton County.	\$3,200	\$200	\$200	Labor
	5. Provide additional Oversight of Small Inert Waste Fill Projects	\$300	\$300	\$300	Labor
6. Petroleum Contaminated Waste	1. Maintain Existing System	\$50	\$50	\$50	Labor
6. Street Wastes	1. Evaluate Potential Reuse of Street Wastes	\$50	\$50	\$50	Labor
6. Tires	1. Develop a Plan for Management of Tires accumulated on individual properties.	\$1,200	\$0 (assuming fees for tire collection would cover costs)		Labor Equipment Rental
	2. Evaluate implementation of County and City Purchasing Programs for Recycled Tire Products.	\$50	\$50	\$50	Labor
	3. Implement Programs to Reduce Tire Waste.	\$2,000	\$2,500	\$3,000	Labor Increased costs for tire

Exhibit 9-1. Implementation Costs

CHAPTER	Recommendation	Cost			Expense type
		Year 1	Year 3	Year 6	
					purchases
	4. Initiate Public Education Programs.	\$300	\$500	\$600	Labor, Printing Costs
6. Electronic Waste	1. Monitor E-cycle program effectiveness and submit annual satisfaction report when feasible	\$50	\$50	\$50	Labor
	2. Provide E-cycle information on website	\$50	\$50	\$50	Labor
	3. Update website with e-waste collection and recycling information.	\$50	\$50	\$50	Labor
7. Moderate Risk Waste	1. Household Hazardous Waste Collection- Develop New MRW Facility				
	Land purchase	\$0	\$300,000		Land purchase
	Permits, site plans, retrofitting for minimal collection only		\$600,000		Permitting, retrofitting, consultant costs
	Construction of larger facility to allow for processing and storage; operation & labor expenses			1.6M	Construction, Operations
	2. Continue, and expand as possible, public outreach and education efforts.	\$50	\$50	\$50	Labor
	3. Provide technical assistance, as possible, to small business	\$400	\$500	\$600	Labor
	4. Provide opportunities for small business to dispose of	\$0 (Assuming that fees for			

Exhibit 9-1. Implementation Costs

CHAPTER	Recommendation	Cost			Expense type
		Year 1	Year 3	Year 6	
	small quantities of waste at future facility.	collection and disposal would cover costs)			
	5. Contact business to sponsor collection events	\$50	\$50	\$50	Labor
8. Administration and Enforcement	1. Facilitate interagency relationships on issues related to solid waste management.	\$50	\$50	\$50	Labor
	2. The various agencies in the county involved in solid waste management will work together to coordinate enforcement activities.	\$50	\$50	\$50	Labor
	3. The county, cities, and other relevant public agencies, to the extent practicable, will coordinate programs regarding illegal dumping cleanup, education, and prevention.	\$200	\$300	\$400	Labor
	4. Implement a coordinated public outreach and education program addressing illegal dumping and related problems	\$200	\$300	\$400	Labor

Exhibit 9-2. Implementation Schedule

CHAPTER	OPTION	IMPLEMENTATION YEAR					
		2013	2014	2015	2016	2017	2018
3. Outreach and Education	1. Update Website						
	2. Provide Technical Assistance to Schools and Businesses						
	3. Arrange Solid Waste Facility Tours/Interactive Education						
3. Waste Reduction	1. Support Product Stewardship and Extended Producer Responsibility Policies						
	2. Promote Environmentally Preferable Products Preference and Purchasing						
	3. Promote Waste Reduction Practices in County and City operations						
	4. Promote Use of Online Materials Exchanges						
	5. Encourage Use of Reuse Stores and organizations						
	6. Consider Implementing Waste Reduction Requirements for New Developments						
	7. Monitor Progress and Efficacy of Waste Management and Reduction Measures						
3. Recycling	1. Evaluate Need for New Materials and Locations for Drop-Box Program						
	2. Consider Implementing a Rewards Program for Residential Recyclers						
	3. Provide Commercial Waste Assistance as Needed						
	4. Evaluate Recycling Opportunities Related to Wine Industry						

Exhibit 9-2. Implementation Schedule

CHAPTER	OPTION	IMPLEMENTATON YEAR					
		2013	2014	2015	2016	2017	2018
3. Organics	1. Expand Yard Waste Chipping Program as Funding and Markets Become Available						
	2. Encourage Curbside Green Waste Collection for Commercial Customers						
	3. Evaluate Diversion Opportunities for Organic Waste from Wine Industry						
4. Collection Systems	1. Consider Mandatory Collection in Unincorporated Areas.						
	2. Further Evaluation of Recycling Service Level Changes for County Unincorporated Area						
5. Transfer and Disposal	1. The County will monitor, and where appropriate and feasible, provide input into the City of Richland's process evaluating the feasibility of expanding Horn Rapids Landfill.						
6. Agricultural waste	1. Continue to Work Cooperatively with Port of Benton and Regional Agencies to Identify Opportunities for Beneficial Use of Organic Residuals from Agriculture						
6. Asbestos	1. Encourage BCAA to Increase Enforcement of Asbestos Waste Disposal Activities						
	2. Provide Education to Homeowners on Proper Handling and Disposal						
6. Biomedical Waste	3. Provide educational materials for correct management of medical waste generated by residents.						
	4. Evaluate feasibility of sharps and outdated pharmaceuticals collection at household hazardous waste collection sites.						

Exhibit 9-2. Implementation Schedule

CHAPTER	OPTION	IMPLEMENTATON YEAR					
		2013	2014	2015	2016	2017	2018
6. Construction and Demolition Debris	1. Provide waste reduction, green building and debris management information to contractors						
	2. Evaluate establishing C&D and Inert Waste Diversion Specifications for private Projects.						
	3. Evaluate establishing C&D and inert waste diversion specifications for public (city and county) projects						
	4. Develop a Disaster Management Plan for Benton County.						
	5. Provide additional Oversight of Small Inert Waste Fill Projects						
6. Petroleum Contaminated Waste	1. Maintain Existing System						
6. Street Wastes	1. Evaluate Potential Reuse of Street Wastes						
6. Tires	1. Develop a Plan for Management of Tires accumulated on individual properties.						
	2. Evaluate implementation of County and City Purchasing Programs for Recycled Tire Products.						
	3. Implement Programs to Reduce Tire Waste.						
	4. Initiate Public Education Programs.						
6. Electronic Waste	4. Monitor E-cycle program effectiveness and submit annual satisfaction report when feasible						
	5. Provide E-cycle information on website						
	6. Update website with e-waste collection and recycling information.						

Exhibit 9-2. Implementation Schedule

CHAPTER	OPTION	IMPLEMENTATON YEAR					
		2013	2014	2015	2016	2017	2018
7. Moderate Risk Waste	1. Household Hazardous Waste Collection- Develop New MRW Facility						
	6. Continue, and expand as possible, public outreach and education efforts.						
	7. Provide technical assistance, as possible, to small business						
	8. Provide opportunities for small business to dispose of small quantities of waste at future facility.						
	9. Contact businesses to sponsor collection events						
8. Administration and Enforcement	5. Facilitate interagency relationships on issues related to solid waste management.						
	6. The various agencies in the county involved in solid waste management will work together to coordinate enforcement activities.						
	7. The county, cities, and other relevant public agencies, to the extent practicable, will coordinate programs regarding illegal dumping cleanup, education, and prevention.						
	8. Implement a coordinated public outreach and education program addressing illegal dumping and related problems						



Council Agenda Coversheet

Council Date: 04/15/2014

Category: Consent Calendar

Agenda Item: C6

Key Element: Key 2 - Infrastructure & Facilities

Subject: RESOLUTION NO. 41-14, CONSULTANT AGREEMENT FOR GENERAL SEWER PLAN UPDATE

Department: Public Works

Ordinance/Resolution: 41-14

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 41-14, authorizing the City Manager to sign and execute a Consultant Agreement with J-U-B Engineers, Inc. to complete an update to the General Sewer Plan in an amount not to exceed \$222,618 and authorize staff to make the appropriate budget adjustments.

Summary:

The General Sewer Plan was last updated in October 2004. Since that time, significant development has taken place, especially in South Richland, including property newly annexed into the City. The City is now anticipating growth and sewer service to several areas not considered in the 2004 Plan. In addition, many improvements to the Wastewater Treatment Plant and the wastewater collection system planned in the 2004 Plan have been completed. For these reasons, staff considers the 2004 Plan outdated and in need of updating.

The General Sewer Plan is a tool in which the existing infrastructure, permits, planning and design standards are updated and maintained. This document also analyzes the impact of growth in the system and develops a Capital Improvement Plan for implementation. This effort will also include a rate study for the Wastewater Utility.

City staff selected J-U-B Engineers, Inc. as the most qualified firm from it's Professional Services roster. Staff has negotiated the proposed agreement and believes it represents a good value to the City. Staff recommends approval of this contract.

Fiscal Impact?

☒ Yes ☐ No

The total cost of the consultant agreement will not exceed \$222,618. Funding for this effort was previous approved by Council with approval of the 2014-2030 Capital Improvement Plan, page 113 in the amount of \$150,000. The addition budget of \$72,618 is available in unassigned facility fees which has a current balance of \$352,160.

Attachments:

- 1) RES 41-14 Consultant Agreements - JUB Engineers
- 2) 2014 General Sewer Plan - JUB Engineers Agrmt

City Manager Approved:

Hopkins, Marcia
Apr 10, 15:08:50 GMT-0700 2014

RESOLUTION NO. 41-14

A RESOLUTION of the City of Richland authorizing the execution of a Consultant Agreement with JUB Engineers, Inc. for preparation of an update to the General Sewer Plan.

WHEREAS, the City of Richland adopted a General Sewer Plan which was last updated in October of 2004; and

WHEREAS, the City staff recommends updating its utility comprehensive plans every ten years; and

WHEREAS, the plan documents the City's sewer planning criteria, inventories existing facilities, documents construction standards, evaluates the condition of the treatment facility and collection system, documents operation and maintenance efforts, develops a Capital Improvement Program and updates its financial plan; and

WHEREAS, the 2004 General Sewer Plan is outdated because significant development has occurred since 2004 and many of the 2004 Plan's recommended actions have been completed. In addition, anticipated development is not included in the 2004 Plan; and

WHEREAS, the 2014-2030 Capital Improvement Plan included funding estimated to support an update to the General Sewer Plan; and

WHEREAS, City staff solicited proposals from three firms from its professional services roster and determined JUB Engineers to be the most qualified firm to conduct the update. A scope of work and project budget was negotiated with JUB Engineers, Inc.; and

WHEREAS, the proposed consultant agreement budget exceeds the funding approved in the 2014-2030 Capital Improvement Plan. The Wastewater Utility has adequate funding available from Wastewater Facility Fees to fulfill the proposed agreement budget; and

WHEREAS, City staff recommends proceeding with the proposed contract because the negotiated agreement fulfills the planning needs of the Wastewater Utility at a reasonable price; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute the Consultant Agreement between the City and JUB Engineers, Inc. for the update of the General Sewer Plan.

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 15th day of April, 2014.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this ____ day of _____, 20__ 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 Avenue Suite 201, Kennewick, WA 9336 (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 develop a General Sewer Plan that will be approved by the Washington State Department of Ecology. This Plan will include existing sewer treatment and conveyance systems, capacity and compliance analysis and anticipated needs for future facilities.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) Exhibit A - Scope of Services, Schedule and Basis of Fee;
 - (ii) Exhibit B – Basis of Fees
- c) This Agreement consists of this Agreement, the above referenced Exhibits and other documents listed below. These form the entire Agreement and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between documents the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) City of Richland Agreement No. _____;
 - (ii) Exhibit A: Scope of Services, Schedule and Basis of Fee;
 - (iii) Exhibit B: Basis of Fees;
 - (iv) City Richland RFP 14-09; and
 - (v) Exhibit C: RFP 14-09 proposal response submitted by J-U-B Engineers, Inc. dated February 24, 2014.

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 July 31, 2015.

4) PAYMENT

- a) The City shall pay the Consultant an amount not to exceed two hundred twenty-two thousand six hundred eighteen dollars (\$222,618) to complete the services rendered under this Agreement. Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A, Scope of Services, Schedule and Basis of Fee.
- 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 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.

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

CITY OF RICHLAND, WASHINGTON

J-U-B ENGINEERS, INC.

CYNTHIA D. JOHNSON
City Manager

Signature

Printed Name & Title

ATTEST:

MARCIA HOPKINS
City Clerk

2810 W. Clearwater Ave, Suite 201

Kennewick, WA 99336
Address

APPROVED AS TO FORM:

HEATHER D. KINTZLEY
City Attorney

Phone: _____
(509) 783-2144

Email: _____

Fax: _____
(509) 736-0790

J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

Exhibit A – Scope of Services, Schedule, and Basis of Fee

The City of Richland (CLIENT) Agreement Between Owner and J-U-B (CONSULTANT) is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Professional Services Contract,' executed between CONSULTANT and CLIENT to which this exhibit and any other exhibits have been attached.

OBJECTIVE/ BACKGROUND

In accordance with WAC 173-240-020(7), the CLIENT intends to develop a General Sewer Plan to be reviewed and approved by the Washington State Department of Ecology (WDOE). The plan will generally include a description of existing sewer treatment and conveyance systems, capacity and compliance analysis, anticipated needs for future facilities, and description of future facilities including schedule, cost, and financing. On March 4, 2014, J-U-B ENGINEERS, Inc. (CONSULTANT) was selected through a proposal process by the CLIENT to provide professional engineering services for the update of the General Sewer Plan. CONSULTANT shall complete the General Sewer Plan for the planning period through 2034. The general outline of the General Sewer Plan and corresponding subtasks to be completed by CONSULTANT are shown in the following table.

General Sewer Plan Table of Contents
Executive Summary
Chapter 1 – Introduction and Background
Chapter 2 – Planning Information
Chapter 3 – Performance and Design Criteria
Chapter 4 – Pretreatment
Chapter 5 – System Characteristics
Chapter 6 – Wastewater Treatment Plant
Chapter 7 – Collections System
Chapter 8 – Capital Improvement Plan
Chapter 9 – Financial Plan
Chapter 10– Operations Program

SCOPE OF SERVICES

- A. Basic Services: CONSULTANT's Basic Services under this Agreement are limited to the following:

TASK 1 – Project Administration

Subtask 001 – Contract Administration, Invoicing, and Progress Reports

CONSULTANT shall oversee project tasks and coordinate with CLIENT representatives to manage the scope, schedule, budget and work plan. CONSULTANT invoices will be prepared and submitted to the CLIENT on a monthly basis and will include a brief status report outlining work accomplished during the billing period.

Deliverables:

- ☐ Monthly invoices and Project Status Reports

Subtask 002 – Meetings

CONSULTANT shall organize, participate in, and document outcomes of various meetings with the CLIENT. Subconsultant team members shall attend meetings as related to their specific tasks as requested by CONSULTANT. There are anticipated to be four coordination meetings:

1. May 2014 - WWTP Meeting (See Task 4)
2. June 2014 – Discuss model calibration, preparation for Master Plan (See Task 3)
3. August 2014 – Discuss Master Plan, Prioritization, WWTP Assessment, CIP (See Task 3 & 4)
4. October 2014 – Financial Plan (See Task 5)

Deliverables:

- ☐ Meeting Agenda and Minutes

TASK 2 – Sewer Flow Monitoring

Equipment Installation, Monitoring, & Removal

CLIENT shall install their flow monitoring equipment at six (6) different sites. CONSULTANT shall assist the CLIENT with the installation as requested. CONSULTANT will periodically check data and make field visit as necessary. CLIENT will remove their equipment at the conclusion of the two month test. CONSULTANT will compile raw data downloaded from flow monitoring sites and develop diurnal curves to be used for calibration.

Deliverables:

- ☐ Flow Monitoring Data Output (Graphs and summary sheets)

TASK 3 – General Sewer Plan

Subtask -000 Document Preparation

CONSULTANT shall submit two partial drafts at key milestones in the schedule for CLIENT review. The final draft will be included in a three-ring binder with tabbed dividers for each chapter. An FTP site will be maintained for access to relevant documents during project duration.

Deliverables:

- ☐ Partial DRAFT of the General Sewer Plan (Chapters 1 through 6 only): submission in electronic format only (PDF) – provided for CLIENT review
- ☐ Partial DRAFT of the General Sewer Plan (Chapters 7 through 8 only): submission in electronic format only (PDF) – provided for CLIENT review
- ☐ PRELIMINARY DRAFT of the General Sewer Plan: three (3) paper copies and electronic copy in PDF format – provided for CLIENT review
- ☐ AGENCY REVIEW DRAFT of the General Sewer Plan: four (4) paper copies and electronic copy in PDF format – provided for CLIENT and WDOE review
- ☐ FINAL General Sewer Plan: four (4) paper copies and electronic copy in PDF format – provided for CLIENT and WDOE records

Subtask -001 Executive Summary / Introduction

CONSULTANT shall provide an executive summary of the General Sewer Plan to present key findings once the study is complete. CONSULTANT shall provide an introductory chapter to discuss the purpose, need, and organization of the study.

Deliverables:

- ☐ Executive Summary & Chapter 1 including tables and graphs.

Subtask -002 Planning Information

CONSULTANT shall provide discussion and maps of background planning information including description of Planning Area, Service Area, Zoning, Land Use, and population forecasts. CONSULTANT will summarize CLIENT provide information regarding significant users. CONSULTANT will summarize the City's existing service area agreements and policies. CONSULTANT will prepare map depicting known existing parcels with on-site sewage systems within the 50-year planning boundary. CONSULTANT will prepare non-project SEPA checklist for CLIENT to review and process.

Deliverables:

- ☐ Chapter 2 including tables and graphs
- ☐ Figure 2-1: Service Area Planning Boundaries (electronic copy in .pdf format)
- ☐ Figure 2-2: Unsewered Areas (electronic copy in .pdf format)
- ☐ Figure 2-3: Irrigation District Service Boundaries (electronic copy in .pdf format)
- ☐ Figure 2-4: Water and Sewer Facilities (electronic copy in .pdf format)
- ☐ Figure 2-5: Land Use Map (electronic copy in .pdf format)

Subtask -003 Performance & Design Criteria

CONSULTANT shall summarize CLIENT provided information (based upon conversations between CLIENT and WDOE) relative to water quality objectives for the receiving water and any potential changes to the NPDES permit. CONSULTANT shall summarize collection system design criteria. CLIENT Standard Details and Specifications will be included by reference.

Deliverables:

- ☐ Chapter 3

Subtask -004 Pretreatment

CONSULTANT shall provide brief overview of existing pretreatment program developed and implemented by CLIENT. CONSULTANT shall provide brief overview of existing Fats, Oils, and Grease (FOG) program developed and implemented by CLIENT. Existing documents will be referenced and included in an appendix.

Deliverables:

- ☐ Chapter 4

Subtask -005 WWTP Flows and Loads

Historical flow and load data from the WWTP (previous five years) shall be provided to CONSULTANT in electronic format to analyze current influent conditions to the facility. The data will be analyzed to define the following existing conditions for flow, BOD, TSS, nitrogen, and phosphorus: annual average day, maximum month, peak day. Existing peak hour flow conditions will be estimated based on a review of CLIENT-

provided diurnals of the peak five days at the facility for the preceding five years. Peaking factors for influent parameters of concern will be determined and applied to projected future average day conditions (based on expected population growth as determined by CLIENT). Projections will be provided for the 20-year planning period.

A formal inflow and infiltration assessment (I/I) will not be completed; however, infiltration will be discussed based upon results of Task 2 and the collections system calibration in Chapter 7.

Historical industrial flow and load data provided by CLIENT will be analyzed similarly to the WWTP influent and compared to industrial user agreements (to be provided by CLIENT). Projected industrial contributions to be assessed in subsequent evaluations will be based on CLIENT input.

Deliverables:

- ☐ Chapter 5 including tables and graphs

Subtask -006 Existing WWTP Evaluation

CONSULTANT will coordinate with SUB-CONSULTANT for preparation of the WWTP Evaluation. CONSULTANT shall incorporate deliverables from SUB-CONSULTANT Carollo as described in Task 4 below.

Subtask -007 Collections System

Update Existing Model: CONSULTANT will update existing hydraulic computer model of City's sanitary sewer collections system. The model will be used to evaluate the existing collections system and determine the current level of service and available capacity (current and 20-year). Any required verification of existing sewer utilities will be verified using CLIENT provided surveying services and record drawings. The following steps are anticipated to update the existing model:

- Existing Collection System Layer: An update to the current base model will be entered from CLIENT provided record drawings and GIS of areas where the existing collection system has been modified, development has taken place, and the existing system has expanded since the last model update. CONSULTANT will review existing model and identify potential discrepancies or errors in pipe diameter/elevation/routing and inform CLIENT of issues. CLIENT will review record drawings, conduct surveying services as necessary, and provide corrected data to CONSULTANT as necessary to correct potential discrepancies.
- Existing Flow Generation Layer: Existing flows will be determined based upon parcel zoning/land use and winter-time water billing records from winter 2012/2013.
- Model Calibration: CONSULTANT shall calibrate the model based on flow monitoring information provided in Task 2. The calibration process shall consist of the following:
 - Review flow monitoring data, lift station pumping records, and WWTP flow monitoring records
 - Run model and correct major discrepancies in flow, if observed
 - Run model and modify flow parameters globally until satisfied model results approximate flow monitoring data, and
 - Confirm calibration with CLIENT by presenting comparison graphs of model output hydrographs versus flow monitoring hydrographs

Determine Existing Capacity: The CONSULTANT shall prepare and execute modeling scenarios using the calibrated model to evaluate the existing system and determine available capacity.

Master Plan: CONSULTANT shall develop a Master Plan to identify potential capacity issues as a result of development within the current Urban Growth Boundary and the proposed 50 year projected Urban Growth Boundary. The CONSULTANT shall incorporate planning information provided by the CLIENT for projected land use, service population, and percent occupancy and land availability into the existing hydraulic model. Projected flows will be based upon unit flow assessments of existing water service meter data for various types of land uses.

Alternatives and Relief Options: Alternatives will be developed to handle the projected flows for buildout of areas that the City has committed to serve (current Urban Growth Boundary) and will also be checked versus buildout of the projected 50 year Urban Growth Boundary. Three areas have been identified where alternatives and relief options will be necessary: 1,000 acre UGA expansion at Hanford Area, North Wellfield area, and Dallas Road/Badger West. The CONSULTANT shall develop a sewer master plan depicting the planning level size, depth, and location of trunk/interceptors, lift stations and forcemain facilities to accommodate those flows. Using the model, the CONSULTANT shall develop relief options for any critically overloaded existing system component including: utilizing the excess capacity of neighboring trunks/interceptors, placing parallel lines, and/or upsizing lines. The options shall be in a conceptual format showing the approximate horizontal alignment and diversion locations. CONSULTANT shall review alternatives with the CLIENT and jointly determine feasible alternatives for each alignment. The final selected alternatives shall be modeled to determine anticipated flows, estimated pipe sizes, and preliminary horizontal and vertical alignments so cost estimates can be developed.

Providing Service to Currently Unsewered Areas: The Alternatives and Relief Options mentioned above will include providing service to areas that are currently unsewered within the Urban Growth Area Boundary. The flows and loadings for 2034 projects will assume all of these currently unsewered areas will have sewer service.

Deliverables:

- ☐ Chapter 7
- ☐ GIS Shapefile of Modeled Collection System
- ☐ Figure 7-1: Flow Monitoring Locations
- ☐ Figure 7-2: Drainage Basins
- ☐ Figure 7-3: Existing Available Capacity
- ☐ Figure 7-4: Existing Capacity – Depth of Flow/Diameter of Pipe
- ☐ Figure 7-5: Available Capacity of Existing System in 2034
- ☐ Figure 7-6: Master Plan Trunk Sizes
- ☐ Figure 7-7: Master Plan Trunk Depths

Subtask -008 Capital Improvement Plan

CONSULTANT will combine results of hydraulic modeling with CLIENT provided data on pipe condition ratings. CONSULTANT will work with CLIENT to mutually identify risk of failure criteria. CONSULTANT will develop prioritized list of improvements based on hydraulic capacity, condition rating, and risk of failure.

CONSULTANT shall provide Opinion of Probable Costs for recommended upgrades and modifications based on preliminary planning level quantities. Since CONSULTANT has no control over the cost of labor, materials, equipment, or Services furnished by others, or over the contractor(s) methods of determining process, or over competitive bidding or market conditions, CONSULTANT's opinions of probable construction cost are to be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's best judgment as an experienced and qualified profession engineering firm familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the opinions of probable cost prepared by CONSULTANT. If the CLIENT wishes assurance as to construction costs, CLIENT shall employ an independent cost estimator.

CONSULTANT will prepare 20-year Capital Improvement Plans and Engineers Opinions of Probable Cost for the city-funded improvement projects. The final alternatives will be incorporated into the sewer plan as a tabloid-size plan view exhibit that will include project details to aid the CLIENT in future project planning.

Deliverables:

- ☐ Chapter 8

- ☐ Figure 8-1: Risk of Failure Map
- ☐ Figure 8-2: CIP Project Map
- ☐ Figures 8-3 through 8-12: CIP Individual Project Figures (as necessary – up to 10 figures)

Subtask -009 Financial Plan

CONSULTANT will coordinate with SUB-CONSULTANT (FCS Group) for preparation of the Financial Plan. CONSULTANT shall incorporate deliverables from SUB-CONSULTANT as described in Task 5 below.

Subtask -010 Operations Program

CONSULTANT shall provide a brief summary of staff, equipment, and maintenance schedule for the sewer collections system. CONSULTANT shall research available literature and review similar Operations Programs for similarly sized communities for comparison. CONSULTANT shall provide recommendations to modify or update the Program as necessary.

Deliverables:

- ☐ Chapter 10

TASK 4 – Wastewater Treatment Plant Analysis

SUB-CONSULTANT (Carollo) will develop the Wastewater Treatment Plant (WWTP) Analysis for the General Sewer Plan.

The WWTP Analysis will be included as Chapter 5 of the General Sewer Plan as follows.

- Review previous capacity and condition assessments, plant operational data and projected flow and load data provided by CONSULTANT. Develop unit process capacity criteria from Department of Ecology Orange Book, industry standards and Carollo internal guidelines.
- Conduct one on-site meeting with CLIENT and CONSULTANT to:
 - Obtain information from CLIENT on existing facilities condition, operation and maintenance procedures and protocols, and observed process capacity limitations.
 - Confirm proposed unit process hydraulic and loading process capacity criteria with CLIENT.
 - Review current plant operations and maintenance structure and identify existing roles and responsibilities of plant staff.
 - Conduct a walk-through of plant facilities with plant staff to inventory existing facility conditions that require mitigation or further assessment.
 - Identify future operational or process goals that may affect the evaluation of unit process capacity or condition.
- Use WWTP projected flow and loads provided by CONSULTANT to develop trigger points for each unit process. No plant-wide hydraulic or biological models will be utilized to determine overall capacity of the entire plant; rather, these models will be utilized on a smaller scale on up to three (3) key unit processes (sub-sets of entire WWTP) as selected by CLIENT.
- Identify unit processes that are either capacity or condition limited over the next 10 years and develop planning level alternatives to increase unit process capacity or improve condition through operational changes or facility upgrades. Planning level costs and non-cost advantages and disadvantages will be developed for each alternative. SUB-CONSULTANT will develop up to three (3) alternatives for up to three

(3) unit processes selected by CONSULTANT and CLIENT. Biological or mass balance models will be used as required to verify the technical feasibility of the proposed alternatives.

- Review operational and maintenance plant needs and evaluate the plant staffing required to adequately meet existing and future staff demands.
- Present key results of WWTP Condition and Capacity Evaluation at on-site meeting with CONSULTANT and CLIENT to obtain input prior to production of the Draft WWTP Chapter.
- Produce and submit Draft WWTP Chapter 5 to CONSULTANT for CONSULTANT and CLIENT written comment. Incorporate comments on DRAFT WWTP Chapter 6 and submit FINAL WWTP Chapter 6 to CONSULTANT.

Deliverables:

- ☐ Chapter 6

TASK 5 – Financial Plan

SUB-CONSULTANT (FCS Group) will develop the financial program for the General Sewer Plan. The objective is to document the utility's financial condition and assess its ability to support the recommendations of the Capital Improvement Plan (CIP).

The Financial Plan will be included as Chapter 9 of the General Sewer Plan as follows.

- Historical Financial Performance Review – Review and document the financial operations (revenue and expenses) and financial condition (assets and liabilities) of the sewer utility for the previous six-year period. Noteworthy financial trends will be summarized.
- Fiscal Policy Review – Review the CLIENT'S current fiscal policies for operating and capital reserves, system reinvestment funding, debt management, and debt service coverage.
- Capital Financing Plan - Evaluate capital funding options, and develop a capital financing plan for the 20-year CIP. The analysis will include a forecast of capital funding needs, borrowing requirements, and associated cash flows and cash balances over the study period. Evaluate and recommend an appropriate balance of funding from cash, connection fees, bonds, low interest loans and/or other available revenue sources. Depending upon preliminary results of customer impacts, SUB-CONSULTANT will work closely with CONSULTANT and the CLIENT to perform sensitivity analyses for alternative scheduling of capital projects in order to smooth customer rate impacts. Up to three (3) financing scenarios will be analyzed.
- Operating Forecast - The CLIENT'S current sewer operating budgets will be used as the baseline for forecasting ongoing operating and maintenance (O&M) costs, debt service, and other financial obligations of the sewer utility over the 6-year study period. SUB-CONSULTANT will incorporate engineering planning growth forecasts and establish economic factors for cost escalation. SUB-CONSULTANT will integrate additional O&M expenses, if any, resulting from the CIP and any other known changes in operational requirements.
- Revenue Needs Assessment - Integrate fiscal policies, capital financing impacts and the operating forecast, and develop an operating cash flow projection over the 20-year study period. Compare forecasted financial requirements against forecasted revenue under existing rates to determine an annual and cumulative rate strategy to ensure financial sustainability over time.
- This evaluation will provide a defensible basis for assigning "cost shares" and establishing "equity" for system customers with the development of a series of allocations that will be based on customer data and engineering/planning criteria in order to assign utility cost recovery to customers in proportion to their actual demands and facility requirements. Major subtasks of the cost of service analysis include:
 - Evaluate customer billing statistics to develop customer profiles of usage characteristics.
 - Determine the appropriate grouping of customers or level of service to review. The intent of the service distinction is to evaluate any potential cost differences that may exist in serving different

customer classes (residential, multifamily, commercial or if new service groupings are warranted (wineries, industrial, other).

- Functionalize, classify, and allocate costs to customer classes. The analysis will review existing and planned infrastructure along with annual costs to determine how best to assign cost pools. In general, industry standard cost pools for sewer utilities include:
 - Volume (includes inflow and infiltration)
 - Strength (BOD/TSS)
 - Customer – accounts
- The cost of service summary will distribute each functional cost pool to each of the existing customer class/service group based on the class/group specific demands and facility requirements. The results will identify any warranted shifts in cost burden from the existing rate structure that could improve equity.
- Provide the unit cost for each major utility service function (volume and strength). Unit costs will serve as the building block for rate design. The unit costs will also provide sufficient information to inform future rate negotiations with new large commercial/industrial customers requesting service.
- Rate Forecast & Affordability Test - Develop a rate forecast for the 6-year period. Existing rate structures will be reviewed and up to two alternative rate structures developed. The rate alternatives will be developed to be consistent with the City's fiscal policies, generate sufficient revenue to meet the revenue requirement forecast and begin to address any inequities identified in the cost of service findings. The rate structure analysis will evaluate the fixed and variable rate weightings, the appropriateness of the multi-unit rate differential and the development of a strength based rate/fee. Others rate structure alternatives will be discussed with the City as warranted

Perform an affordability test as an indication of a residential customer's ability to pay the existing and forecasted rates. This includes a median household income index analysis and comparison of the sewer system's existing and forecasted average residential bills to 1.5% of the median household income. This test will be conducted for the six-year and 20-year study periods.

- Connection Fee Update - Review and update the current sewer connection fees. Following industry guidelines and legal precedence, conduct the technical analysis to incorporate current system assets, eligible capital projects (or portions thereof) from the CIP, and system capacity estimates provided by CONSULTANT. Work closely with CONSULTANT to determine the appropriate allocation of each capital project to the categories of (a) repair & replacements and (b) upgrades and expansions. Calculate the maximum allowable connection fee per customer equivalent and develop a schedule of fees.
- Meetings - Attend up to three (3) meetings with CLIENT staff and/or CONSULTANT to review draft and/or final results.
- Documentation - Craft Chapter 9 for CONSULTANT and CLIENT staff review. An electronic copy of draft Chapter 9 and Excel-based tables will be provided to CONSULTANT to incorporate into the General Sewer Plan. Incorporate requested changes, as appropriate, and submit the final version of Chapter 9. The financial chapter will be extended in length to include the full rate study process, results and findings.
- Provide to the City an executive level memorandum documenting the rate model key assumptions, inputs, outputs and instructions for running sensitivity analyses.

Deliverables:

- ☐ Chapter 9
- ☐ Rate Model Spreadsheet (.xls format) and explanatory Memo

B. Additional Services: The following Additional Services are not included in CONSULTANT's current scope under this Agreement. If authorized in writing by CLIENT, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below.

1. Services that are identified as CLIENT's Responsibilities or are not specifically listed under Basic Services.
2. Topographical survey, boundary survey, property line mapping, negotiations and preparation of legal descriptions for easements.
3. Geotechnical, dewatering and hydrogeological engineering services.
4. CSO evaluation
5. Installation and removal of sewer flow monitoring equipment.
6. Incorporating potential permit conditions for toxins such as PCBs, heavy metals, pesticides, pharmaceuticals and personal care products (PPCPs) into the analysis.
7. Development of plant-wide hydraulic model to estimate capacity of WWTP.
8. Development of plant-wide biological model to estimate capacity of WWTP.
9. Diffuser, outfall, and mixing zone analysis.
10. Existing component stress testing or similar on-site performance evaluations

C. CLIENT's Responsibilities: In addition to other responsibilities of CLIENT as set forth in this Agreement, CLIENT shall at its expense:

1. Planning Phase:
 - a. Provide CONSULTANT with all criteria and full information as to CLIENT's requirements for the Project, including planning objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
 - b. Furnish to CONSULTANT any other available information pertinent to the Project including reports and data relative to previous plans.
 - c. Following CONSULTANT's assessment of initially-available Project information and data, and upon CONSULTANT's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable CONSULTANT to complete its Basic and Additional Services.
 - d. Authorize CONSULTANT to provide Additional Services as required.
 - e. Arrange for safe access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under the Agreement.
 - f. Examine all alternatives, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by CONSULTANT (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - g. Provide and pay for reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by CONSULTANT and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
 - h. Recognize and acknowledge that CONSULTANT's services do not include the following services:

- 1) Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2) Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or CONSULTANT reasonably requests.
 - 3) Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
- i. Provide copies of past reports, studies, record drawings, operation and maintenance manuals, equipment cut sheets and design criteria, correspondence with regulatory agencies, etc. pertaining to the wastewater treatment plant improvements
 - j. Obtain samples for laboratory analysis and pay for analytical work.
 - k. Provide existing and future population projections.
 - l. Provide current UGA and 50-year UGA planning boundaries.
 - m. Provide WWTP influent, effluent, and process monitoring data for the WWTP in Excel (.xls) format
 - n. Provide existing sewer collection system flow meter information in Excel (.xls) format.
 - o. Provide water service meter data in Excel (.xls) format or some other database format.
 - p. Provided current GIS information including: parcels, buildings, landuse, zoning, FEMA floodways, contours, sewer, water, storm, aerial images.
 - q. Provide record drawings for all capital sewer collection system projects constructed since the original model was developed.
 - r. Provide all lift station record drawings, dimensions, pump curves, float settings, and other information necessary for hydraulic model.
 - s. Provided updated surveying services as necessary for any missing information or errors noticed in the sewer collection system.
 - t. Provide Pretreatment Program documentation to be included in General Sewer Plan.
 - u. Provide information regarding significant industrial users and any future plans for increased flows or loadings.
 - v. Install and remove sewer flow monitoring equipment.
 - w. Discuss future NPDES permit conditions with WDOE and share results of discussion.
 - x. Provide financial, budgeting, rate, and customer information as needed for Financial Plan.
 - y. Provide information regarding assessment of condition of existing facilities at WWTP.

SCHEDULE OF SERVICES

Predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work, CONSULTANT anticipates the following schedule for the Services listed:

General Sewer Plan

- Furnish a preliminary draft of Chapters 1 through 6 within 120 days of receiving all requested background data from CLIENT.

- Furnish a preliminary draft of Chapters 7 through 8 within 60 days of receiving CLIENT's written comments on preceding chapters
- Furnish a preliminary draft of the compiled Facility Plan (Executive Summary through Chapter 10) within 60 days of receiving CLIENT's written comments on preceding Chapters 7 through 8.
- Furnish an updated Draft document for CLIENT and WDOE within 30 calendar days of receiving CLIENT's written comments on Draft document.
- Furnish Final document within 30 calendar days of receiving WDOE comments.

BASIS OF FEE

CLIENT shall pay CONSULTANT for Basic Services as follows:

- For Lump Sum fees:
 - The portion of the Lump Sum amount billed for CONSULTANT's services will be based upon CONSULTANT's estimate of the percentage of the total services actually completed during the billing period.
- For Time and Materials fees:
 - CLIENT shall pay CONSULTANT an amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and CONSULTANT's charges, if any.
 - The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually in January of each year to reflect equitable changes in the compensation payable to CONSULTANT.
 - CONSULTANT's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to CONSULTANT under the Agreement. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to CONSULTANT that the total compensation amount thus estimated will be exceeded, CONSULTANT shall give CLIENT written notice thereof, allowing CLIENT to consider its options, including suspension or termination of CONSULTANT's services for CLIENT's convenience.

The fee types and amounts for each task are presented in the following table:

Task Number	Task Name	Fee Type	Amount
1	Project Administration & Meetings	Time and Materials	\$12,500
2	Flow Monitoring	Time and Materials	\$9,700
3	General Sewer Plan	Time and Materials	\$135,100
4	WWTP Analysis	Time and Materials	\$22,500
5	Financial Plan	Time and Materials	\$42,818
	TOTAL		\$222,618

City of Richland | General Sewer Plan

Exhibit B - Basis of Fees

Task Number	Task Description	J-U-B Team Members Hours							J-U-B Subtotal	Carollo	FCS	Subtask Sub-Total	Subtask Total
		Princ	PM	Lead Eng	Eng 1	QC / Tech Adv	CADD / Tech	Clerical	Cost	Cost	Cost	Cost	Cost
1	Project Administration												
-001	Contract Administration												\$6,700
	Contract Admin, invoicing, reports	5	30					10	\$6,700			\$6,700	
-002	Meetings												\$5,800
	WWTP Meeting		4	6					\$1,300			\$1,300	
	Model Calibration, Master Plan		4	6				2	\$1,500			\$1,500	
	Prioritization Plan, CIP		4	6				2	\$1,500			\$1,500	
	Financial Plan		4	6				2	\$1,500			\$1,500	
2	Flow Monitoring												
	Flow Monitoring Labor												\$9,700
	Site Selection		1	10	2	1			\$1,700			\$1,700	
	Installation/Calibration			40					\$4,600			\$4,600	
	Data Monitoring/Site Visits/Review		2	20	4	2			\$3,400			\$3,400	
3	General Sewer Plan												
-000	Document Preparation												\$7,500
	Copying / Submitting Draft Reports		1	6				20	\$2,500			\$2,500	
	Submission to Ecology		1	6				20	\$2,500			\$2,500	
	Copying / Submitting Final Report		1	6				20	\$2,500			\$2,500	
-001	Executive Summary / Introduction												\$3,600
	Compile Executive Summary from other chapters		4	8					\$1,500			\$1,500	
	Plan scope, background, organization		4	4					\$1,100			\$1,100	
	QC Review	1	1			2		4	\$1,000			\$1,000	
-002	Planning Information												\$5,500
	Planning Area, Service Area, Zoning, Land Use, Pop			8			8		\$1,700			\$1,700	
	Significant Users		1	4					\$600			\$600	
	Service Area Agreements & Policies		1	4					\$600			\$600	
	On-Site Sewage Systems		1	4			4		\$1,000			\$1,000	
	SEPA Compliance			2					\$200			\$200	
	QC Review	1	1			2		8	\$1,400			\$1,400	

City of Richland | General Sewer Plan

Exhibit B - Basis of Fees

Task Number	Task Description	J-U-B Team Members Hours							J-U-B Subtotal	Carollo	FCS	Subtask Sub-Total	Subtask Total
		Princ	PM	Lead Eng	Eng 1	QC / Tech Adv	CADD / Tech	Clerical	Cost	Cost	Cost	Cost	Cost
-003	Performance & Design Criteria												\$3,200
	Collection system design criteria		1	8					\$1,100			\$1,100	
	Summarize permit conditions		1	8					\$1,100			\$1,100	
	QC Review	1	1			2		4	\$1,000			\$1,000	
-004	Pretreatment												\$5,600
	Provide overview of existing pretreatment program		2	16					\$2,100			\$2,100	
	Provide overview of existing FOG program		2	16					\$2,100			\$2,100	
	QC Review	1	1			2		8	\$1,400			\$1,400	
-005	WWTP Flows & Loads												\$10,700
	Existing Flows & Loads		1	40	4				\$5,200			\$5,200	
	Infiltration & Inflow			8	4				\$1,400			\$1,400	
	Industrial Flows & Loads			8					\$900			\$900	
	Flow & Load Projections		1	10					\$1,300			\$1,300	
	QC Review	1	1	2		4		8	\$1,900			\$1,900	
-006	Existing WWTP Evaluation												\$3,000
	Coordination	1	4			2			\$1,200			\$1,200	
	QC Review	1	2			4		8	\$1,800			\$1,800	
-007	Collections System												\$42,100
	Update & calibrate existing hydraulic model		4	80	8	2			\$11,000			\$11,000	
	Determine available capacity of existing system		4	20	8	2			\$4,200			\$4,200	
	Master Plan		8	40	8	2			\$7,100			\$7,100	
	Develop alternatives and relief options		8	40	8	2			\$7,100			\$7,100	
	Compile analysis into chapter			60	8			20	\$9,400			\$9,400	
	QC Review	1	8			6		10	\$3,300			\$3,300	
-008	Capital Improvement Plan												\$40,800
	Develop risk of failure criteria	1	4	20	4	2			\$3,900			\$3,900	
	Prioritized list of improvements		8	40	16	2			\$8,000			\$8,000	
	Probable construction costs for improvements		4	40		2			\$5,500			\$5,500	
	Develop 20-year CIP		8	40	16	2	40		\$12,000			\$12,000	
	Compile analysis into draft chapter			40	16			20	\$8,100			\$8,100	
	QC Review	1	8			6		10	\$3,300			\$3,300	

City of Richland | General Sewer Plan

Exhibit B - Basis of Fees

[illegible]

CITY OF RICHLAND

REQUEST FOR QUALIFICATIONS/PROPOSALS FOR GENERAL SEWER PLAN UPDATE

RFQ/RFP 14-09



CITY OF RICHLAND, WASHINGTON

2014

DUE DATE:
TIME:

February 24, 2014
4:00 p.m.

ENVELOPE IS TO BE MARKED IN LOWER LEFT HAND CORNER:
General Sewer Plan Update
RFQ/RFP 14-09 February 24, 2014

DELIVER TO:

CITY OF RICHLAND
PUBLIC WORKS DEPT.
840 NORTHGATE DRIVE, MS26
RICHLAND, WA 99352

MAIL TO:

CITY OF RICHLAND
PUBLIC WORKS DEPT.
840 NORTHGATE DRIVE
RICHLAND, WA 99352

**CITY OF RICHLAND
REQUEST FOR QUALIFICATIONS AND PROPOSAL
FOR
GENERAL SEWER PLAN UPDATE**

The City of Richland is seeking statements of qualifications and proposals from qualified firms to conduct analysis and modeling of our sewer collection system and treatment facilities as needed to prepare an update of our General Sewer Plan.

Any questions or comments should be directed to Sabrina Melendrez at smelendrez@ci.richland.wa.us, phone (509) 942-7500, or fax at (509)942-7468.

The RFQ/RFP submittal is due on February 24, 2014 by 4:00 pm. Proposals are to be submitted in writing to City of Richland, Public Works Department, 840 Northgate Drive, MS26, Richland, WA 99352. The City will not accept fax or email proposals. Proposals received after this date and time will not be accepted. Respondents assume the risk for delivery method chosen. The City assumes no responsibility for delays caused by the delivery service.

**CITY OF RICHLAND
REQUEST FOR QUALIFICATIONS AND PROPOSAL
FOR
GENERAL SEWER PLAN UPDATE**

RFQ/RFP No. 14-09

PROJECT TITLE: GENERAL SEWER PLAN UPDATE

GENERAL INFORMATION:

The City of Richland is a growing eastern Washington city located in Benton County. The City has a City Manager form of government and operates as a First Class City under RCW 35. Richland was incorporated in 1958 with a current population of approximately 48,500. Several thousand additional neighboring residents work in Richland or commute to and from north Richland every day.

The City is a full-service municipality employing approximately 500 people to provide general government, public works, public safety, recreational services and planning and development. The City also operates an electric distribution utility, solid waste utility, wastewater treatment facility and collection system, stormwater utility and conveyance system, public library and administers the regional 911-dispatch center and regional emergency management center.

The City last completed a General Sewer Plan Update in 2004.

PURPOSE:

The purpose of this Request for Qualifications / Proposals is to collect statements of qualifications and contract proposals from qualified consultants to complete an update of the General Sewer Plan. This plan will be prepared in accordance with Washington State Department of Ecology requirements as outlined in the Washington Administrative Code, Chapter 173-240-050.

SCOPE OF SERVICES

The scope of work shall include, but not be limited to:

1. Review existing sewer planning documents, GIS data and project record drawings.
2. Creation of a working sewer model that incorporates legacy data plus new growth.
3. Identify growth related needs and deficiencies and develop a list of projects to be included in a Capital Improvement Program.
4. Review and analyze all recent studies completed regarding treatment plant performance and proposed upgrades to provide a list of recommended improvements.
5. As part of the Financial Program section, complete a user rate and connection fee model update.

TECHNICAL INFORMATION

Following execution of a contract, City staff will provide the selected consultant with the 2004 General Sewer Plan Update and final HYDRA model, current versions of the City's Comprehensive Land Use Plan and Zoning Map, GIS utility data, project record drawings as needed, performance and planning studies completed for the treatment plant and previous rate studies.

Written technical questions regarding this RFQ/RFP are preferred and should be directed to:

Jay Marlow
Public Works Capital Projects Manager
840 Northgate Drive, MS-26
Richland, WA 99352
509-942-7540
jmarlow@ci.richland.wa.us

Please allow a minimum of two days response time.

SCHEDULE

The City anticipates completing contract negotiations and work beginning on this project in May 2014. A detailed schedule shall be negotiated and discussed with the finalist.

CONSULTANT QUALIFICATIONS:

The City is seeking a consultant with expertise in comprehensive sewer planning, both collection system and treatment facilities.

PROPOSAL SUBMISSION AND AWARD

The Consultant shall submit one signed original and three copies of proposal package. All proposals and accompanying documentation will become the property of the City and will not be returned. Fax proposals and proposals submitted by email are not acceptable.

A committee with representation from the City's Public Works Administration and Engineering Division, Sewer Division and Finance Department will base award upon a review and evaluation of the proposals. Written submittals and oral presentations, if necessary, may be utilized in selecting the winning proposal. The following evaluation criteria, not listed in order of significance will be used:

- General approach and plans to meet the City's project objectives as well as overall ability to successfully complete the project within the stated schedule.
- Qualifications and experience of personnel. This proposal should include detailed resumes for specific staff to be assigned to this project, including estimates of hours dedicated to specific tasks.
- The Consultant's past performance on projects of similar size and scope. The proposal should include reference and contact information for similar projects with the

understanding that the City will be contacting references during its evaluation process.

The final selection will be that proposal which, in the opinion of the City after review of all submissions by the evaluation committee, best meets the requirements set forth in the RFP and is in the best interest of the City.

Qualifications and proposals received by the deadline will be reviewed by the City and selected firms may be invited to meet with select City officials to discuss their proposal.

Proposals are due no later than 4:00 PM, February 24, 2014. Submittals shall be sealed in an envelope and identified as "General Sewer Plan Update" RFQ/ RFP 14-09 February 24, 2014 4:00 PM." The City assumes no responsibility for delays caused by any delivery service. All proposals and any accompanying documentation become the property of the City, becoming public information upon receipt and will not be returned. Respondents should allow sufficient delivery time to insure receipt on or before the deadline.

Mail, Hand Delivery or Fed Express to:

US Mail Address:

City of Richland
Public Works Department, MS-26
840 Northgate Drive
Richland, WA 99352

Physical Address:

City of Richland
Public Works Department, MS-26
840 Northgate Drive
Richland, WA 99352

TIMELINE

• RFQ/RFP release date:	January 24, 2014
• Submittals due:	February 24, 2014
• Announce apparent successful consultant:	March 7, 2014
• Contract authorized by council:	April 1, 2014
• Work begins:	May 1, 2014
• Work completed:	December 31, 2014

REVISIONS TO RFQ/RFP

The City reserves the right to modify this request and /or cancel this request in whole or part, prior to execution of a contract. In the event it becomes necessary to revise any part of the RFQ/RFP, it shall be the responsibility of the interested firms to obtain a copy of the addendum. The City shall make efforts to reach interested firms, but the responsibility shall be on the firms to ensure that they have obtained the current materials.

ACCEPTANCE PERIOD

Submittals shall be good for 60 days from the due date of the RFQ/RFP. Firms that take exception to this will be considered non-responsive and will be rejected.

REJECTION OF SUBMITTALS

The City reserves the right at its sole discretion to reject any and all submittals received without penalty and not to issue a contract as a result of this RFQ/RFP. The City also reserved the right at its sole discretion to waive minor administrative irregularities contained in any submittal.

RESPONSIBLE CONSULTANT CRITERIA

The City shall consider only responsible Consultants. Responsible Consultants are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and integrity necessary to perform the requirements of the contract. The City may also consider references, financial stability and any other information available to the City.

The final selection, if any, will be that proposal, which in the opinion of the City, after review of all submissions by an evaluation committee, best meets the requirements set forth in the RFP and is in the best interest of the City.

OBLIGATION TO CONTRACT AND COSTS

This RFQ/RFP does not obligate the City to contract for services specified herein. The City will not be liable for any costs incurred by the Consultant in preparation of submittal in response to this request, in conduct of a presentation or any other activities related to responding to this RFQ/RFP

COMMITMENT OF FUNDS

No cost chargeable to the proposed contract may be incurred before a receipt of a fully executed contract.

EXAMINATION OF RFQ/RFP AND CONTRACT DOCUMENTS

The submission of a response shall constitute an acknowledgment, upon which the City of Richland may rely that the Consultant thoroughly examined and is familiar with the requirements and contract documents and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions dealing with or related to the work and services to be provided. Failure or neglect of a consultant to examine such documents, work site(s), statutes, regulations, ordinances or resolutions, shall in no way relieve the Consultant from any obligations with respect to the offer or to the contract. No claim for additional compensation will be allowed, which is based upon a lack of knowledge of the same. A signed contract furnished to the successful offer results in a binding contract without further action by either party. A copy of the City boilerplate agreement follows as Appendix "B"

SUBMITTAL REQUIREMENTS

Consultant is specifically notified that failure to comply with any part of the RFQ/RFP may result in rejection of the proposal as non-responsive.

All proposals must be on 8½ x 11 inch paper, with tabs separating major sections.

Appendix "A" shall be signed and included in the Consultant's proposal.

At a minimum, the City requires the Consultant proposals address all criteria in this section and the Scope of Services section. Proposals shall be prepared in three (3) parts as follows:

Project Approach

- The proposal must contain all work requirements necessary to accomplish the tasks as defined in the Scope of Services section. It will outline the proposed approach, methodology, work plan and schedules to accomplish the tasks and to produce the deliverables.
- State as completely as possible the required City staff involvement, if any, and describe any and all further assistance needed from the City to complete the tasks defined in the Scope of Services
 - For each task/requirement listed in the Scope of Services, provide whether or not you can satisfy the requirement. Provide additional information regarding your solution as you deem appropriate.
 - Estimated hours dedicated to specific work tasks.

Project Team Presentation

The project team presentation proposal must contain the following information:

- General and legal information about the individual or firm.
- Contact information including address, telephone, email, fax, etc.
- A Statement of Qualifications of the proposed project team members, including identification of the project manager. Provide résumés for all assigned staff. Consultant must commit the staff identified in its proposal will be assigned to this project.
- In the event the Consultant intends to subcontract any of the proposed work, the Consultant shall submit the information required above for each proposed subcontractor.

Related Project Experience

- A list of at least three client references, including names, addresses, telephone numbers, and a brief description of the type of service provided. Consultant must grant the City permission to contact all references provided.

Appendix "A"

Certifications and Assurances

We make the following certifications and assurances as a required element of the proposal to which it is attached. Understand that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s).

1. The data has been determined independently, without consultation, communication or agreement with others for the purposes of restricting competition. However, we may freely join with other persons or organizations for presenting a single proposal.
2. In preparing this proposal, we have not been assisted by any current or former employee of the City whose duties relate (or did relate) to this proposal or prospective contract and who was assisting in other than his or her official public capacity. Neither does such person or any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
3. We understand the City will not reimburse for any costs incurred in the preparation of this proposal. All proposals will become the property of the City and we claim no proprietary right to the ideas, writings, items or samples.

Signature

Date

Title

Appendix "B"



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this [] day of [], 20[] by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and [Consultant Name], [business address] (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 [short description of services] services for the [Short description/title of project].
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) [Exhibit A: See Exhibit A instructions.]
- c) This Agreement consists of this Agreement, the above referenced Exhibits and other documents listed below. These form the entire Agreement and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between documents the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) City of Richland Agreement No. []
 - (ii) Exhibit A: Scope of Work
 - (iii) City Richland RFP []
 - (iv) Exhibit B: RFP [] proposal response submitted by [Consultant] dated [Date]

Revise or add to above as necessary for agreement precedence

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. [Required meetings should be designated in the scope of work where possible]

- 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 _____.

4) PAYMENT

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

5) INDEPENDENT CONTRACTOR

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

6) OWNERSHIP OF DOCUMENTS

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

7) TERMINATION

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

8) DISPUTE RESOLUTION

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

9) DEBARMENT CERTIFICATION

The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the

Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:

www.sam.gov and

<http://www.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.

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
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: Detailed Scope of Work

[The Scope of Work should include but is not limited to the following:

- Include necessary project details in a format that is measurable to specify the desired work to be completed
- Milestones and values to measure progress payments with maximum allowable (not to exceed) cost including any reimbursable expenses.
- Hourly rates for the consultants employees
- City and Consultant responsibilities
- Any extra services that will be allowed as a reimbursable cost (Travel is also included in section 4.d)
- Any maps, drawings or other supporting documentation.
- Reference if applicable the RFP and it's terms and conditions

Use additional Exhibits as required]



JUB COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

February 24, 2014

Jay Marlow, P.E.
City of Richland
Public Works Department
840 Northgate Drive, MS26
Richland, WA 99352

Dear Jay and Selection Committee,

Thank you for the opportunity to respond to the RFP for the General Sewer Plan Update. We feel fortunate to have the opportunity to propose on this important project that will serve as the roadmap for sewer utility improvements for the community.

The City of Richland has made a strong commitment to the quality of service and performance of your infrastructure over the years. The City's forward-thinking planning and efficient, competent operations benefit its citizens and contribute to the high quality of life that they enjoy. The fact that you are in the process of developing a City-wide Asset Management Program is a shining example of the careful thought you have given to being responsible stewards of the community's assets.

Because the City is currently in the beginning stages of developing the Asset Management Program, now is the perfect time to begin bringing asset management elements into your General Sewer Plan. The previous General Sewer Plan selected capital improvement projects based solely on hydraulic capacity. However, comprehensive asset management should evaluate the multi-faceted impacts of capacity, condition, and risk of failure. An evaluation tool that incorporates all three of these elements will allow you to become more predictive rather than reactive in selecting capital improvement projects – which results in more efficient use of the City's funds. We understand that you have recently made the decision to switch to an ESRI platform for your GIS system. Therefore, we propose building this decision-making framework using ESRI GIS functionality to afford you complete control to update the asset management plan as you continue to gather data – such as pipe condition ratings.

The budget that you have allotted for the General Sewer Plan Update is limited; however, we have a significant head-start on the process through our recent work on the South Sewer Study. When we proposed on the South Sewer Study, we developed an approach that would reduce the cost of the 2014 Update – and now is the time to capitalize on that investment. We approached the South Sewer Study as Phase 1 of your General Sewer Plan Update with the goal of rolling that work into this Plan. This gained efficiency will allow us to incorporate asset management elements and remain within the budget you have identified. While others will be spending time trying to get up to speed, we are ready to hit the ground running. No other team can match our experience and history with your sewer collection system. Our history will allow our team to be very cost-effective in preparing your General Sewer Plan. Our knowledge of your hydraulic model will allow us to complete tasks efficiently while other firms will need time to catch up and gain familiarity. This will allow you to spend the limited dollars of your budget on those goals which matter most to you.


As you search for the most qualified firm, please consider these key differentiators that we believe set our team apart:

1. **Expertise** – J-U-B is a leader in sewer collection system master planning and rehabilitation – having completed over 30 sewer master plans throughout the Northwest. Gateway Mapping brings GIS expertise to help us integrate engineering solutions into GIS platforms. The FCS Group is well respected throughout the Northwest for assisting communities with financial planning. Carollo is a nationally renowned industry leader in WWTP evaluation. This is a team of top-notch experts.
2. **History** – J-U-B has extensive history with your sewer collection system, and hydraulic model - a history that no other team can match. In addition, our team (J-U-B/Carollo/FCS Group) has a history of working together as a cohesive team.
3. **Value** – Since your budget is limited, you need a firm intimately familiar with your system to avoid a lengthy and costly learning curve. Our history and institutional knowledge will allow us to be cost-effective in updating the hydraulic model and the General Sewer Plan so that you can spend your dollars where they matter most – to develop a solid Capital Improvement Plan.
4. **Relationships** – We have developed relationships with your staff that have lasted many years. This has allowed us to identify your needs and collaborate with you on solutions. We live and work in this Tri-Cities community and we look forward to continuing this relationship – we are in it for the long haul.
5. **Responsiveness** – Even with a completed model and master plan, updates may still be needed as new developments are proposed. Because the hydraulic modeling will be completed locally, on-call modeling services can be completed at a moment's notice so there are no delays in development and review processes.
6. **Customized Solutions** – J-U-B commits to providing the City with customized solutions that you helped form. Rather than rely on "black box" tools or magic formulas developed in a vacuum and applied to all communities, we will help you develop value-driven solutions specifically tailored to you and your community. Gateway Mapping has developed customized GIS tools for your utilization in your ESRI GIS platform.
7. **Clear and Concise Deliverables** – A successful General Sewer Plan will provide clear, meaningful, and concise information at your fingertips for decision-making...not buried on page 84 of Appendix J of a 3-inch report. We will work with your GIS staff to export modeling results into your GIS databases for your utilization. We also prepare exhibits for each CIP project that will be useful when establishing annual budgets and prioritization in the near future.

Again, thank you for the opportunity to propose on this project. As you review our proposal, please note any thoughts you may have in the margin and feel free to call to discuss at any time.

Sincerely,

J-U-B ENGINEERS, Inc.



Alex J. Fazzari, PE
Project Manager



Council Agenda Coversheet

Council Date: 04/15/2014

Category: Consent Calendar

Agenda Item: C7

Key Element: Key 2 - Infrastructure & Facilities

Subject: RESOLUTION 42-14, AUTHORIZING GRANT APPLICATION FOR THE DUPORTAIL BRIDGE

Department: Public Works

Ordinance/Resolution: 42-14

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 42-14, authorizing staff to submit an application to the United States Department of Transportation Transportation Investment Generating Economic Recovery grant program for the Duportail Bridge.

Summary:

The City Council's Strategic Leadership Plan identifies funding for the Duportail Bridge as a high priority. The adopted financial plan for completing the project requires a substantial investment from one or both of the federal or state governments. Council and staff work together to identify and develop opportunities to secure the needed state or federal partnership.

The United States Department of Transportation has announced a grant program opportunity. The Transportation Investment Generating Economic Recovery (TIGER) program will distribute \$600 million to eligible projects, up to a maximum of eighty percent (80%) of project costs. The TIGER program requires timely performance and would accelerate the Duportail Bridge construction ahead of the City's adopted financial plan.

At Council's March 25 workshop, staff presented this grant opportunity and recommended proceeding with an application that would request the maximum federal funding share. Staff believes that the City's project financial plan could be adjusted to support the matching funds requirement of this grant if some adjustments were made to other elements of the City's capital improvement planning. The proposed resolution authorizes staff to proceed with the grant application on that basis.

Fiscal Impact?

☒ Yes ☐ No

If a TIGER grant were secured it would fulfill a large portion of the financial requirements for the Duportail Bridge project. It would require some adjustments to the City's capital improvement financial planning. If the grant application is successful City staff will present detailed plans for the capital improvement plan adjustments.

Attachments:

1) Proposed Resolution No. 42-14

City Manager Approved:

Hopkins, Marcia
Apr 10, 15:08:58 GMT-0700 2014

RESOLUTION NO. 42-14

A RESOLUTION of the City of Richland authorizing the preparation and submittal of a grant application to the United States Department of Transportation Transportation Investment Generating Economic Recovery (TIGER) program for the Duportail Bridge project.

WHEREAS, the 2014-2030 Capital Improvement Plan includes a financial plan for completing the Duportail Street Bridge project; and

WHEREAS, Richland City Council has identified the Duportail Street Bridge as of strategic importance to the City's future success; and

WHEREAS, the Duportail Street Bridge project aligns well with state and federal transportation planning criteria including congestion relief, traffic safety, non-motorized travel connectivity, preservation and leveraging of existing facilities, and economic development; and

WHEREAS, the City's financial plan for completing the Duportail Street Bridge requires substantial funding from a state or federal agency; and

WHEREAS, the City's financial plan includes a strategy to provide substantial local funding toward the project; and

WHEREAS, the United States Department of Transportation has announced a grant program to distribute \$600,000,000 under the program name Transportation Investments Generating Economic Recovery (TIGER); and

WHEREAS, the TIGER program is financed by fuel taxes. Historically, the City's residents and businesses have generated more fuel tax revenue for the state and federal governments than has been spent on the local transportation system; and

WHEREAS, the TIGER program seeks to fund projects that can be quickly implemented, are important to a region's or economy or to the national economy, and that leverage a sound financial plan; and

WHEREAS, the Duportail Street Bridge project aligns well with the TIGER program criteria; and

WHEREAS, the TIGER program would require acceleration of the Duportail Street Bridge schedule from the schedule contemplated in the City's financial plan; and

WHEREAS, City staff's analysis confirms that the City's project financial plan could be adjusted to support a schedule complying with TIGER requirements if TIGER funding was at its maximum level of eighty percent of project costs; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes City staff to prepare and submit an application to the United States Department of Transportation for the TIGER program seeking eighty percent of project costs.

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 15th day of April, 2014.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



Council Agenda Coversheet

Council Date: 04/15/2014

Category: Consent Calendar

Agenda Item: C8

Key Element: Key 3 - Economic Vitality

Subject: RES. NO. 43-14 CONTRACT WITH BIG SKY PROPERTIES LLC FOR THE 2014 CIP RECOMMENDATION

Department: Community and Development Services

Ordinance/Resolution: 43-14

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Adopt Resolution No. 43-14, authorizing the City Manager to sign and execute a contract to with Big Sky Properties, LLC for specified exterior façade improvements of Malley's Pharmacy per the Economic Development Committee recommendation.

Summary:

Big Sky Properties, LLC, owners of Malley's Pharmacy, has proposed improvements to the facade and exterior of their pharmacy located at 1906 George Washington Way. The proposed improvements are in addition to repairs made due to a car that crashed into the front of their store.

Commercial Improvement Program funds will support the additional improvements to those parts of the facade that were not damaged in the accident. The result will be an updated exterior of Malley's Pharmacy and additional structural elements that will reduce the potential for similar accidents in the future.

Additional information is provided in the attached report that was presented to the Economic Development Committee.

Fiscal Impact?

☒ Yes ☐ No

Commercial Improvement Program currently has \$110,000 in available funds for projects awarded in 2014. Approval of the recommended motion will allocate \$10,000 to the project proponents.

Attachments:

- 1) Resolution 43-14
- 2) Contract 1906 George Washington Way
- 3) Commerical Improvement Program Memo to Economic Development Committee

City Manager Approved:

Hopkins, Marcia
Apr 10, 15:09:53 GMT-0700 2014

RESOLUTION NO. 43-14

A RESOLUTION of the City of Richland authorizing the City Manager to sign a contract with Big Sky Properties, LLC

WHEREAS, improvement of the exterior of buildings in the City of Richland enhances the overall appearance and economic character of the City; and

WHEREAS, the Richland City Council adopted ordinance 15-08 on July 15, 2008, authorizing the establishment of a commercial improvement program for the purpose of improving the exterior of buildings within the City; and

WHEREAS, the Economic Development Committee reviews and recommends to the Richland City Council projects for funding from the commercial improvement program; and

WHEREAS, Big Sky Properties, LLC, the owner of Malley's Pharmacy located at 1906 George Washington Way in the City of Richland , has proposed a project to provide a new exterior façade including stucco, wall sign, columns, and exterior lighting for the building at 1906 George Washington Way; and

WHEREAS, the Economic Development Committee determined the proposed project is consistent with the program guidelines and recommended approval of the proposed project to the Richland City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that they authorize the City Manager to enter into a contract to reimburse Big Sky Properties, LLC for specified exterior façade improvements, including stucco, wall sign, columns, and exterior lighting, of Malley's Pharmacy located at 1906 George Washington Way.

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 15th day of April, 2014.

DAVID ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

2014 COMMERCIAL IMPROVEMENT PROGRAM FUNDING AGREEMENT

This Agreement (HEREAFTER "Agreement"), dated ____ day of _____ 2014, is between the City of Richland (hereafter "City") and Big Sky Properties, LLC. To wit:

RECITALS

Per Section 5.04.388 of the Municipal Code of the City of Richland, the purpose of the program is to encourage and enhance economic development, and reduce blight in the City. The program shall be funded annually as determined by the process set forth in Section 5.04.386. Use of the funds shall be designated for improvement of commercial areas or properties that exhibit pre-blight conditions as identified by the Council subcommittee established by Section 5.04.386 and for public investment to facilitate private economic development and to limit or eliminate blight. The City's program and participation shall be secured by agreement, such agreement to provide for the city ownership of an interest in the facilities and improvements funded pursuant to the agreement. The City interest in facilities and improvements will be amortized and reduced at the rate of twenty percent (20%) per year for each of five (5) years after the construction or installation of the facility or improvement. The consideration for a program agreement includes but is not limited to the anticipated increase in sales tax received by the City and the avoidance of public expenditure on blighted areas. Program facilities and improvements shall be permanent in nature, within view of a public right of way or property, and shall be maintained in good, clean working condition by the private party for the duration of the agreement. The Council subcommittee established by 5.04.386 shall develop administrative guidelines for the program. Said guidelines shall be reviewed by staff and accepted by the City Council.

I. PURPOSE

The purpose of this Agreement is for the reimbursement of specified exterior façade improvements, including stucco, wall sign, columns, and exterior lighting of the building located at 1906 George Washington Way in Richland, Washington (hereafter "Project").

II. RESPONSIBILITIES

A. CITY RESPONSIBILITIES

The City agrees to provide from the Commercial Improvement Program an amount not to exceed the lesser of Ten Thousand Dollars (\$10,000.00) or fifty percent (50%) of eligible project costs to reimburse costs incurred by the Project.

B. Big Sky Properties, LLC RESPONSIBILITIES

1. Big Sky Properties, LLC agrees to utilize in a prudent and responsible manner all monies made available by the City under this Agreement solely for the purpose of costs incurred directly in completing the approved project.
2. Big Sky Properties, LLC will abide by all city, state, and federal laws and regulations. It is the responsibility of Big Sky Properties, LLC to obtain necessary permits and permission.
3. Big Sky Properties, LLC will submit to the City a complete accounting of the project budget.

4. Big Sky Properties, LLC will submit paid invoice receipts from the approved project before the City reimburses the approved funds.
5. Should Big Sky Properties, LLC use the funds for purposes not specified in this agreement, Big Sky Properties, LLC shall, within 30 days of notification by the City of such improper expenditure, remit the disallowed amount back to the City.
6. Should Big Sky Properties, LLC fail to meet the terms of this program and this agreement, Big Sky Properties, LLC shall be disqualified from future participation in this program.
7. Big Sky Properties, LLC will maintain the improvements for at least 5 years. If the improvements are not maintained, Big Sky Properties, LLC will remit 100% within the first year following the improvement, 80% in year 2, 60% in year 3, 40% in year 4, and 20% in year 5.

III. TERM OF AGREEMENT

The effective date of this Agreement shall be April 15, 2014. This Agreement expires December 31, 2015. The Community Development Department shall retain any funds authorized under this Agreement that remain unexpended on the expiration date of this Agreement. This contract will not carry forward after the expiration date.

IV. CONFLICT OF INTEREST

No officer, employee, or agent of the City or Big Sky Properties, LLC who exercises any function or responsibilities in connection with planning or implementing this Agreement, except as relates to their compensation as an employee or officer of the City or Big Sky Properties, LLC, shall have any personal financial interest, direct or indirect in this Agreement, and Big Sky Properties, LLC will take appropriate steps to assure compliance.

V. TERMINATION

This Agreement may be terminated by mutual agreement of the parties or by thirty (30) days written notice by either party to the other.

FOR CITY OF RICHLAND:

FOR BIG SKY PROPERTIES, LLC:

CYNTHIA JOHNSON
City Manager

NAME:
Title:

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



MEMORANDUM

COMMUNITY AND DEVELOPMENT SERVICES DEPARTMENT

TO: Economic Development Committee

FROM: Redevelopment Development Division

DATE: March 24, 2014

SUBJECT: 2014 Commercial Improvement Program Applications for Funding

ITEM #: New Business – 1

ISSUE:

The issue before the Economic Development Committee is the review and recommendation of applications for funds from the 2014 Commercial Improvement Program.

RECOMMENDATION:

That the Economic Development Committee recommend funding CIP projects as follows:

Project	Amount
CIP2014-001 – 1906 GW Way, Malley's Façade Improvement	\$10,000

BACKGROUND:

On February 28, 2014 the Spring Cycle of Applications was closed for the Commercial Improvement Program. One application was received for improvements of the roof-line façade of Malley's Pharmacy located at 1906 George Washington Way. In 2013, Malley's Pharmacy was damaged by a vehicle that collided with the frontage of the building. The owner's during the process of evaluating their options for improving the property consulted with staff regarding the Commercial Improvement Program. A significant amount of work was done to improve the façade, which focused on areas directly impacted by the collision. This application is for improvements not included in the repairs to the building; more specifically the canopy, columns, roofline, and south wall.

The application is attached for review.

FISCAL IMPACT:

\$110,000 is available for projects. \$10,000 is being requested for this project. If the project is awarded, \$100,000 will remain unspent for 2014. Unspent funds are available for the fall cycle of CIP applications.

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].

ATTACHMENTS

- 1) CIP2014-001 Application Malley's Pharmacy (James & Anne Henriksen)



Commercial Improvement Program Application

Business Information

Business Owner's Name(s): James & Anne Henriksen ☐ Applicant
Business Name: Columbia River Pharmacy DBA Malley's Compounding Pharmacy
Business License Number: 002-615-144
Business Address: 1906 George Washington Way 99354
Business Phone: 943-9173 Business Fax: 20-4941273
509-943-9173

Property Information

Property Owner's Name(s): James & Anne Henriksen ☒ Applicant
Assessor's Parcel Number: 135084020822026
Property Address: 1906 George Washington Way 99354
Property Owner's Mailing Address: 1906 George Washington Way 99354
Property Owner's Phone: 943-9173 Fax: 946-1122

Project Information

Attach additional pages if necessary

1. Have you utilized this program before? ☐ Yes ☒ No
If yes, what year and monetary amount did you receive? Please indicate funding level and identify the project(s). _____

2. Provide a complete description of the planned improvements and how they will enhance your business district.

See attached
☒ Attach an illustration of the project to this application.

3. Will the project require any permits? ☒ Yes ☐ No

Please describe: Construction, electrical - anything else deemed

For permit information, please contact City of Richland Permit Services at 942-7587.

necessary by contractor, sub-contractors, and city.

For more information about the program or to obtain an application form, contact the Richland Economic Development Division, P.O. Box 190 - MS 18, Richland, WA 99352, (509) 942-7386.

4. Project Costs

Estimated Total project cost:\$ 31,881.46

Expenses (please attach at least 2 estimates)

Amount

Design.....\$ 4,088.40

Labor.....\$ _____

Materials/Equipment.....\$ 20,449.50

Sales Tax.....\$ 2,374.73

Other.....\$ 895.54

Funding Sources

Amount

Business Owner.....\$ _____

Property Owner.....\$ 21,881.46

City (\$10,000/Storefront & Maximum of 50%).....\$ 10,000.00

Other.....\$ _____

Total (Must match Estimated Total project cost)\$ 31,881.46

5. Project schedule:

Estimated Starting Date 3/2014 - or upon city approval Estimated Completion Date 5/2014

6. If you are not the building or property owner, do you have permission from the building or property owner to make the above described improvements? ☐ Yes ☐ No

Name of Building or Property Owner: James & Anne Henriksen Phone: 509-845-4134

If NO, please explain: We are business & building owners.

You may use additional sheets of paper if necessary to complete the application. You may also attach any additional information about your company or project you think is relevant to this application.

I certify that the above information is correct to the best of my knowledge and that the requested funds will be used only for purposes described in this application or as approved by the City. I understand it is my responsibility to obtain all necessary permits and to make sure my project meets all state and local laws and codes.

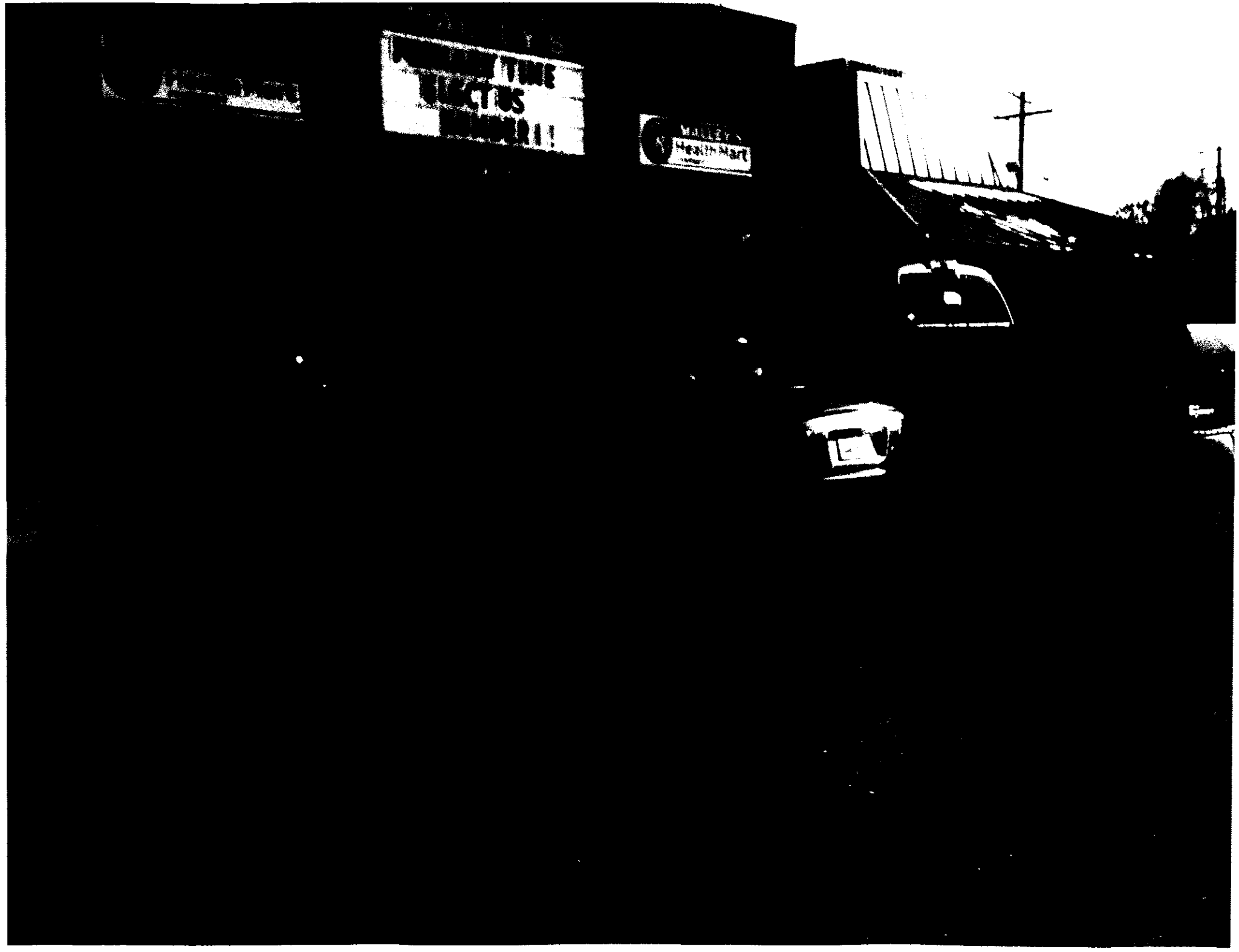
Anne Henriksen
Print Name, Title

[Signature]
Signature

2/26/14
Date

All applications must be completed and submitted to the Richland Economic Development Office. Mail applications to P.O. Box 190, MS # 18, fax to (509) 942-7379, or e-mail to bmoore@ci.richland.wa.us. Please contact Brian Moore at (509) 942-7725 if you have any questions.

****Consultation with City staff is recommended prior to submitting this application. Incomplete applications will not be accepted.**







Commercial Improvement Program Checklist

Yes No

- ☒ ☐ Does this project meet the minimum requirements found in the program guidelines?
- ☒ ☐ Does the business hold a current City of Richland business license?
- ☒ ☐ Do you have the available funds to complete the project?
- ☒ ☐ Do you have the ability to complete the project within the specified timeframe?
- ☒ ☐ Does the project comply with the Richland Municipal Code?
- ☒ ☐ Are the proposed improvements visible to the general public from streets, sidewalks, and other public access points?
- ☒ ☐ Do the improvements have a positive economic impact?
- ☒ ☐ Did you consult with the City prior to submitting the application?
- ☒ ☒ Is the request more than \$10,000 per storefront?
- ☐ ☒ Is the request less than 50% of the total project cost?
- ☒ ☐ Did you include an itemized budget?
- ☒ ☐ Did you provide at least two estimates?
- ☒ ☐ Did you utilize the One-on-One Design Assistance Program?
- ☒ ☐ Does the project exceed current design standards?
- ☒ ☐ Did you include a design? Was it color illustrated?
- ☒ ☐ Is the improvement long lasting (more than 5 years with maintenance)?
- ☒ ☐ Does it include an artful design element?
- ☒ ☐ Did you provide before photographs and proposed enhancements?



MALLEY'S
MALLEYS
OUR JOB
YOUR HEALTH

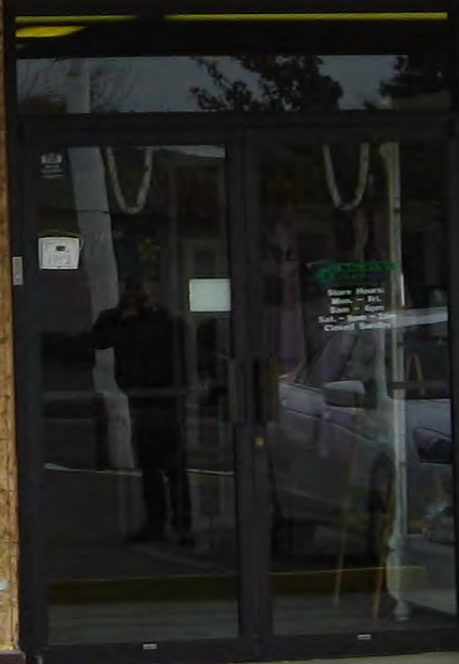
1906



1-800-BOARDUP

1-800-BOARDUP

ALL CITY RESTORATION
24 HOUR SERVICE
888-523-2061



Mart

MALLEY'S
MALLEYS
OUR JOB
YOUR HEALTH

1906

MALLEY'S
Health Mart
PHARMACY

ALL CITY RESTORATION
24 HOUR SERVICE
888-523-2061

OPEN





MALLEY'S
MALLEYS
OUR JOB
YOUR HEALTH

1906

MALLEY'S
Health Mart
PHARMACY

RESERVED
PARKING

Vehicles displaying this sign
are reserved for use

ALL CITY RESTORATION
24 HOUR SERVICE
888-523-2061

1-800-BOARDUP

1-800-BOARDUP

This project will update the upper overhang of the Malley's Compounding Pharmacy storefront. A car ran into Malley's in October 2013. Since then, we have replaced windows and doors. Additionally, we have added stonework to replace the damaged bricks. The upper portion of the building was not affected by the car crash and was not included in the recent renovations.

Malley's Compounding Pharmacy is located at 1906 George Washington Way at the intersection of George Washington Way and McMurry. It is a highly visible building on a very busy road. It is located between Pizza Hut and a dentist's office. Currently, the upper portion of the building and overhang is in poor condition. The material is in poor condition and the paint is peeling. The signage is not very visible and has an outdated look.

We plan to update the finish of the overhang with stucco and make the new lighted signage more visible from the road. Pillars will be added under the overhang which will improve its aesthetic appeal as well as serve as a barricade to help prevent vehicles from driving into the store. Our research during this remodel has revealed that it is not entirely uncommon for pharmacies to be driven into.

The business district will be improved with these improvements because the exterior of Malley's Compounding Pharmacy will be updated and inviting. The storefront will blend in better with its neighbors and bring it more in line aesthetically. The improved signage will be more visible from the road and we expect the improved storefront to increase interest in our pharmacy.



GENERAL CONSTRUCTION NOTES:

1. EXTEND CANOPY TO THE NORTH AND SOUTH 1'-4".
2. ADD NEW STUCCO SYSTEM TO FACE OF CANOPY.
3. ADD STUCCO FACE TO EXISTING SOFFIT.
4. (4) NEW 1'-4" SQUARE STUCCO WRAPPED COLUMNS ON TOP OF EXISTING SIDEWALK. BASE TO BE CULTURED STONE TO MATCH EXISTING FACADE.
5. NEW 24 GAUGE METAL CAP APPROXIMATELY 2'-0" WIDE X 48'-0" LF OF CANOPY WITH BUILT-IN LED DOWN LIGHTING.
6. 10 NEW LED CAN LIGHTS AT SOFFIT.
7. 4 NEW WALL SCONCES ON COLUMNS.
8. NEW LIGHTED SIGN WITH LOGO AND 16" LETTERS. OWNER TO PROVIDE SIGN THROUGH A SIGN COMPANY.
9. PAINT SOUTH WALL FROM FRONT OF BUILDING TO THE BACK OF BUILDING TO MATCH NEW STUCCO COLOR. APPROXIMATELY 2,675 SQ FT.
10. ADD NEW 8" HIGH ADDRESS NUMBERS.
11. GENERAL TO PROVIDE POWER TO ALL NEW LIGHTING A SIGN.



All City Restoration & Remodel

6713 W Clearwater Ave Suite E
Kennewick Wa 99336
(509) 783-4404 Toll Free (888) 523-2061 Fax (866) 531-8539
Cont. Reg. #WA: #ALLCICR933PC ORE #179185

Client: Malleys Pharmacy
Property: 1906 George Washington Blvd
Richland, WA 99351

Operator: JOHNB1

Estimator: John Bridges
Company: All City Restoration
Business: 6713 W Clearwater Ave
Kennewick, WA 99336

Cellular: (509) 627-9099
E-mail: johnb@allcityrestore.com

Reference: Bobbie Jahnke
Company: Pharmacists Mutual Compaines

E-mail: bobbie.Jahnke@phmic.com

Type of Estimate: Remodel

Date Entered: 11/5/2013

Date Assigned: 11/4/2013

Price List: WAKW7X_NOV13

Labor Efficiency: Restoration/Service/Remodel

Estimate: MALLEYS-STOREFRONT

Enclosed you will find our preliminary estimate for your review.

Please note that hidden damages or costs including - but not limited to - mold, rot, decay, sewage, HVAC, electrical, plumbing, subcontractors, code upgrades, permits, fees, or additional equipment, are not included unless specifically mentioned within the text of this estimate. These costs, if any, will be identified and documented as soon as possible following discovery.

Additional damage commonly occurs as a direct result of the repair process. Should this occur, we will issue a supplement for all additional materials, labor, work needed, or associated costs.

Thank you for allowing us the opportunity to be of service to you!

I authorize All City Restoration & Remodel to make repairs as outlined on this estimate.

Sign _____

Date _____



All City Restoration & Remodel

6713 W Clearwater Ave Suite E
Kennewick Wa 99336
(509) 783-4404 Toll Free (888) 523-2061 Fax (866) 531-8539
Cont. Reg. #WA: #ALLCICR933PC ORE #179185

MALLEYS-STOREFRONT

SKETCH1

Fascia

Fascia

DESCRIPTION	QTY
1. Stucco BID Item See Attached Bid	1.00 EA
Orig. Desc. - Stucco BID Item See Attached Bid	
2. Carpenter - General Framer - per hour	16.00 HR
Build 1'4" extension on each end of porch roof	
3. Taxes, insurance, permits & fees (Bid item)	1.00 EA
4. Seal w/stain blocker then paint the surface area (2 coats)	2,800.00 SF
5. General clean - up	5.00 HR
This is for construction clean up	
6. Electrical (Bid Item)	1.00 EA
7. 2" x 4" x 10' #2 treated pine (material only)	40.00 EA
8. Scaffold - per section - frame only (per month)	9.00 MO
Will need to scaffold the entire front of store	
9. Sheathing - plywood - 1/2" CDX	236.00 SF
10. Cap flashing	52.00 LF
11. Recessed light fixture - Premium grade	10.00 EA
12. TCP 85W Equivalent Soft White (2700K) BR40 Dimmable LED Flood Light Bulb	10.00 EA
http://www.homedepot.com/p/TCP-85W-Equivalent-Soft-White-2700K-BR40-Dimmable-LED-Flood-Light-Bulb-RLBR4014W27KD/204387228	
13. Light fixture - wall sconce - Premium grade	4.00 EA
14. TCP 65W Equivalent Bright White (3000K) BR30 Dimmable LED Flood Light Bulb	8.00 EA
http://www.homedepot.com/p/TCP-65W-Equivalent-Bright-White-3000K-BR30-Dimmable-LED-Flood-Light-Bulb-LED10BR30D30K/204723138	
15. 3/16" x 4 x 4 Metal Post with Flange on Top & Bottom	4.00 EA
16. General Demolition - per hour	8.00 HR

Grand Total

22,494.99

John Bridges



All City Restoration & Remodel

6713 W Clearwater Ave Suite E
Kennewick Wa 99336
(509) 783-4404 Toll Free (888) 523-2061 Fax (866) 531-8539
Cont. Reg. #WA: #ALLCICR933PC ORE #179185

Grand Total Areas:

737.55 SF Walls	560.39 SF Ceiling	1,297.94 SF Walls and Ceiling
560.39 SF Floor	62.27 SY Flooring	119.45 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	119.45 LF Ceil. Perimeter
560.39 Floor Area	615.26 Total Area	737.55 Interior Wall Area
932.64 Exterior Wall Area	175.08 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Dear Customer,

Please review our Scope of Work. The Scope of Work contains our valuation of the damages to your property and the materials and labor that will be required to rebuild your property to Pre-Loss Conditions. These cost were arrived at by using your Insurance Company Approved Estimating Software "Xactimate". The prices we use are renewed at the beginning of each month so that your project "cost of repairs" is accurate and up to date.

As your contractor, All City Restoration will work with your Insurance Company's assigned Adjuster to reach an "Agreed Cost of Repairs". This cost will include all of the preliminary cost to rebuild your project to "Pre-Loss Conditions". If any hidden or additional damage is discovered, we will write a "Supplement Scope of Repairs" and submit it to your Insurance Adjuster for approval. All "Approved Supplements" will become an extension of the project and become an addition to the "Contract".

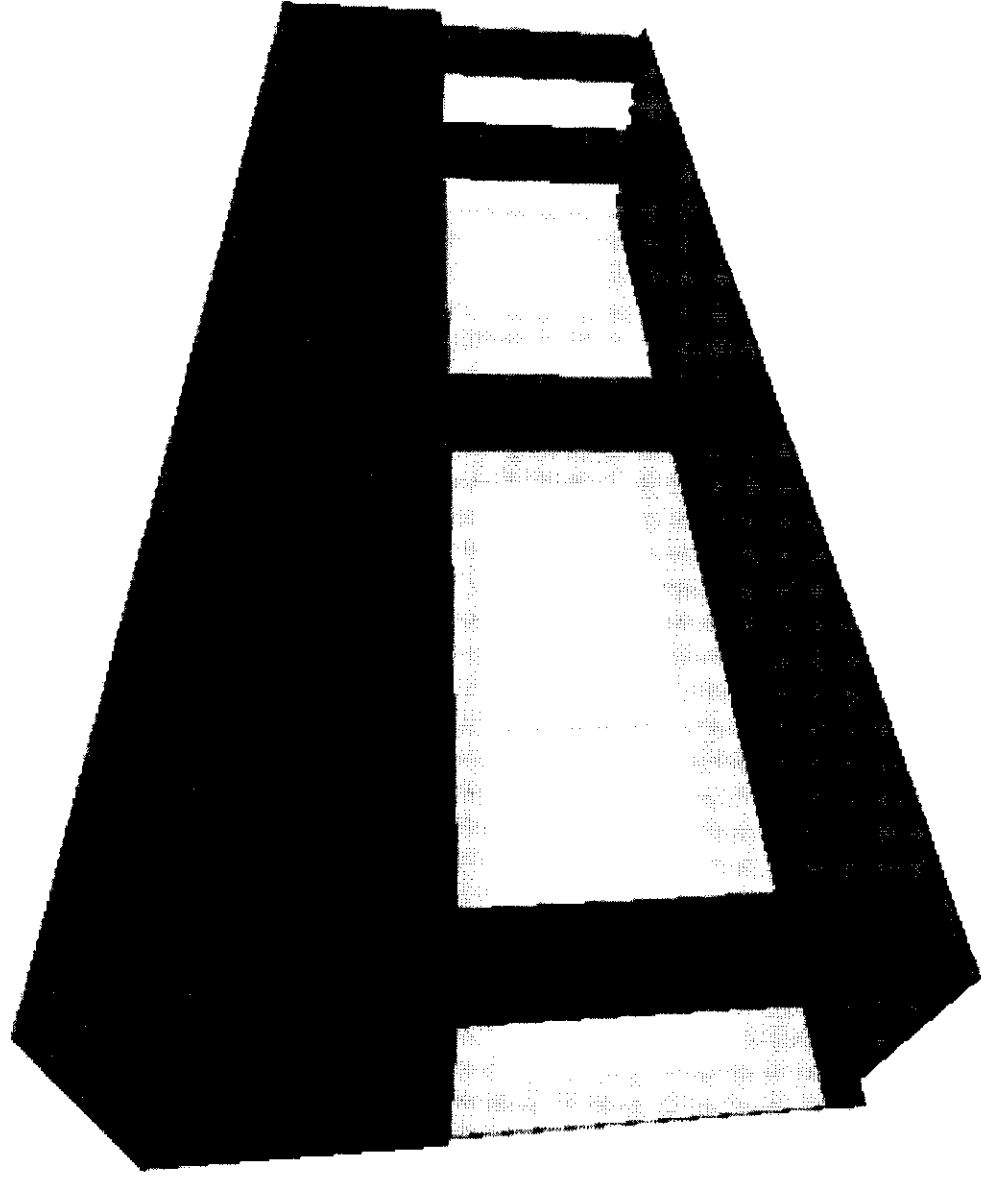
The Insurance Company agrees to pay for repairs in the following order;

- 1) Scope of repairs detailing all items to be repaired or replaced.
- 2) Pay the General Contractor 10% profit and 10% overhead for his running and completing the project.
- 3) All Sales Taxes

Thank You for the opportunity to be your General Contractor.

Contractor Signature: _____ Date: _____

Owner Signature: _____ Date: _____





Proposal

100 Wellsian Way Richland
Richland, WA 99352
Brad Rew (509) 528-4699
Ken Gale (509) 531-5939
Paul Govorukhin (509) 430-6823
FAX (509) 943-3727

Customer/Contact: Malley's Compounding Pharmacy
Address/Phone: _____
Job Location: 1906 George Washington Way Richland WA.
Project Mgr/Phone: Brad Rew: 509-528-4699

GRC hereby proposes to furnish the material and labor required to complete the work described in the following specifications:

Malley's Compounding Pharmacy Façade Improvements
Bid to Rendering provided by ALD Architects, P.S.. This is just a proposal not a contract to build, further plans needed to put contract together and more detailed proposal.

Bid to General Notes provided by ALD Architects.

Extend canopy to the north and south 1'4".
Add new stucco system to face of canopy.
Add new stucco system to existing soffit.
4 New 1'4" square stucco wrapped columns on top of existing sidewalk. Base to be cultured stone to match existing
New 24 gauge metal cap approximately 2' wide 48' LF of canopy with built-in LED down lighting.
10 new LED can lights at Soffit.
4 New wall sconces on columns
Paint south wall from front of building to the back of building to match new stucco color. Approximately 2675 SQ FT
Add new 8" high address numbers.
General to provide power to all new lighting and sign.
Option- RPBA Valve & Hot Box \$7,500.00 Not included in total below.
All material (excluding sign and installation of sign - Owner responsibility) is included in this proposal including clean up during and at final of project.

Additional Pages Attached: ☐ Yes ☐ No

The Customer agrees to provide, obtain, or perform the following at no cost to GRC:

Total Cost	\$ 64,530.00
Sales Tax Rate (Percentage)	8.30
Sales Tax	\$ 5,355.99
Grand Total	\$ 69,885.99
Down Payment Percentage	30.00
Down Payment	\$ 20,965.80
Payment Due On Completion	\$ 48,920.19

Authorized by Project Manager _____ Signature: _____ Date: _____

Note: GRC reserves the right to withdraw this proposal if not accepted within 60 days.

The costs, specifications, and conditions described above are satisfactory and are hereby accepted.

GRC is authorized to do the work as specified. Payments will be made as outlined above.

Accepted by Customer

Signature:_____ Date:_____

Down Payment received

by Project Manager

Signature:_____ Date:_____



Council Agenda Coversheet

Council Date: 04/15/2014

Category: Consent Calendar

Agenda Item: C9

Key Element: Key 7 - Housing and Neighborhoods

Subject: RESOLUTION NO. 45-14, CONSULTANT AGREEMENT WITH RINALDI & ASSOCIATES

Department: Community and Development Services

Ordinance/Resolution: 45-14

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 45-14, authorizing the City Manager to sign and execute a contract with Rinaldi & Associates for the development of the 2015-2019 Tri-Cities Home Consortium Consolidated Planning Strategy (CPS).

Summary:

Richland entered into a HOME Consortium Agreement with Kennewick and Pasco in 1995 making the City eligible for Federal HOME funds. Richland is lead agency of the Consortium. Approval of a Consolidated Plan is required by U.S. Department of Housing and Urban Development (HUD) to expend federal funds for both the HOME and Community Development Block Grant (CDBG) programs in successive five-year plans. The current 2010-2014 Consolidated Plan prepared by John Epler & Associates expires at the end of this year.

In January of this year, a Request for Proposals was issued from the HOME Consortium for the update of the current plan. Data from numerous sources will be collected and analyzed and will lead to the development of strategies addressing community development and affordable housing needs in the area. Rinaldi & Associates, working as a team with John Epler, provided the most comprehensive proposal to update the Plan. Working together and individually, Rinaldi & Associates and John Epler have completed over 30 HUD approved consolidated plans in the Northwest within the agreed upon time frame and budget.

In addition to assisting the Consortium with the development of the Consolidated Plan, the team will also advise and assist Consortium staff in developing a flexible framework to accommodate each City's individual projects through their Annual Action Plans for the 5-year period. This will be the Consortium's first year using a new eCon Planning Suite, required by HUD's Integrated Disbursement Information System (IDIS). The new electronic submission format is more structured than previous years and requires that the framework of Consolidated Plan goals, including their relationship to priority needs, descriptions, outcomes and indicator measures are structured in a way that each city's individual annual project must fit within. The Annual Plans will now be pre-populated by information taken from the 5 year strategic plan.

Fiscal Impact?

☒ Yes ☐ No

The base contract cost for assistance in the preparation of the 2015-2019 Consolidated Community Development and Affordable Housing Plan for Richland, Kennewick and Pasco is being equally shared by the partner Cities. Richland's share of the contract is \$12,834. There is funding available within the 2014 Redevelopment Budget. The total contract cost is \$38,500.

Attachments:

- 1) Resolution NO. 45-14
- 2) Consultant Agreement - Rinaldi Assoc

City Manager Approved:

Hopkins, Marcia
Apr 10, 15:10:12 GMT-0700 2014

RESOLUTION NO. 45-14

A RESOLUTION of the City of Richland authorizing the execution of a Consultant Agreement with Rinaldi & Associates for the development of the 2015-2019 Tri-Cities Consolidated Plan for the HOME Consortium.

WHEREAS, the HOME Consortium is responsible for the development and implementation of successive five-year plans; and

WHEREAS, the cities of Richland, Kennewick, and Pasco ("Participating Members") shall pay equal shares of the total cost; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute a Consultant Agreement with Rinaldi & Associates and Participating Members for the preparation of the 2015-2019 Tri-Cities Consolidated Plan.

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 15th day of April, 2014.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

AGREEMENT BETWEEN CONSORTIUM AND CONSULTANT

THIS AGREEMENT, entered into this __ day of _____, 2014 by and between the City of Richland, as lead entity for the Tri-Cities HOME Consortium, 505 Swift Ave., P.O. Box 190, MS 19, Richland, Washington, 99352, and the City of Pasco, P.O. Box 293, Pasco, WA 99301, a and the City of Kennewick, P.O. Box 6108, Kennewick, WA 99336 (hereinafter called the "Consortium"), and Rinaldi & Associates, 6747 46th Avenue SW, Seattle, WA 98136 (hereinafter called the "Consultant").

WITNESSETH:

1. GENERAL DESCRIPTION OF WORK:

The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work to assist in preparation of the 2015-2019 Tri-Cities Consolidated Plan, and as designated elsewhere in this Agreement.

2. SCOPE OF WORK

The Consultant shall provide services for the update of the 2015-2019 Consolidated Affordable Housing and Community Development Plan as outlined in 24 CFR §91 Subpart C and Subpart E. Services to be provided are detailed in the attached, Exhibit "A", Scope of Work and Summary of Costs, and Exhibit "B", Schedule of Deliverables, and are made part of this Agreement.

3. GENERAL REQUIREMENTS

The Consultant shall prepare such information and studies as may be pertinent and necessary, or as may be requested by the Consortium, in order that the Consortium and its members may pass critical judgment on the features of the work as described in Exhibit "A". This item does not constitute additional work as described in this Agreement.

To initiate progress payments, the Consultant shall prepare a progress report, in a form approved by the Consortium, which will outline in written and 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. The Consultant shall send requests for payment to:

City of Richland
Attention: Michelle Burden
P.O. Box 190, MS 19
Richland, WA 99352

4. TIME FOR BEGINNING AND COMPLETION

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

5. **PAYMENT**

The Consultant shall be paid an amount not to exceed Thirty-Eight Thousand Five Hundred and no/100 dollars (\$38,500.00) for assistance in preparation of the 2014-2019 Tri-Cities Consolitated Plan; said cost to be split equally between the Cities of Richland, Kennewick and Pasco at \$12,833.34, \$12,833.33 and \$12,833.33 respectively.

Such payments shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in EXHIBIT "A" - Scope of Work.

The maximum total amount payable to the Consultant under this Agreement shall not exceed Thirty-Eight Thousand Five Hundred and no/100 dollars (\$38,500.00).

Partial payments to cover the percentage of work completed may be requested by the Consultant. A short narrative progress report shall accompany each invoice, the report shall discuss any problems or potential causes for delay along with the status of the project, amount of work completed, and other relevant information. The Consultant may request vendors or sub-consultants be paid directly. To provide a means of verifying the invoiced salary costs for the Consultant, sub-consultants, and employees, the Consultant shall provide records relative to recording the names, titles, rate of pay, date, and present duties of those employees performing work on the Project.

The Consultant and her sub-consultants shall keep available for inspection by representatives of the Consortium, the State and the United States for a period of three years after final payment the cost records and accounts pertaining to this Agreement and all items relating to or bearing upon these records with the following exception: 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 cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

6. **EMPLOYMENT**

The Consultant is an independent contractor solely responsible for the performance of the services provided under this Agreement and shall not be construed to be an employee, partner, or joint venture with the Consortium. Any and all employees of the Consultant or other persons while engaged in the performance of any work or services required of the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the Consortium, 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 Consultant'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 Consultant.

7. 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.

8. OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, and other work products prepared pursuant to this Agreement, will become the property of the Consortium upon payment to the Consultant of her fees as set forth in this Agreement. The Consortium 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 Consortium upon completion of the services and payment in full of all payment due to the Consultant. The Consortium may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The Consortium 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 Consortium or its agent not authorized by the Consultant.

9. 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 the Consultant terminates this contract, the Consortium will be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the Consortium terminates this Agreement, the Consortium shall pay the Consultant for the work performed, an amount equal to the percentage of completion of the work as mutually agreed between the Consortium, its members, and the Consultant.

If any work covered by this Agreement shall be suspended or abandoned by the Consortium before the Consultant has completed the assigned work, the Consultant 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 Consortium and the Consultant.

10. DISPUTE RESOLUTION

The Consortium 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.

All disputes between the Consortium and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the Cities of Richland, Kennewick and Pasco, and the Consultant. 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 RCW 7.04A and the Rules of Mandatory Arbitration.

11. VENUES, 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 Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in Benton County.

12. ATTORNEY'S FEES

Attorney's fees that are reasonable and costs, including those on appeal, if appeal is taken, shall be allowed to the prevailing party by any court hearing a dispute under this Agreement.

13. 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.

No Limitation. Consultant's maintenance of insurance as required by the 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.

A. Minimum Scope of Insurance

Consultant 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 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 by the City.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Consultant 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.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- i. The Consultant'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 Consultant's insurance and shall not contribute with it.
- ii. The Consultant'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

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work

14. HOLD HARMLESS

It is further agreed that the Consultant shall defend, indemnify, and hold the Consortium, 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 negligent performance of the contract, except for injuries and damages caused by the sole negligence of the Consortium.

15. WARRANTY

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 Consultant makes no warranties express

or implied, under this Agreement or otherwise, in connection with the Consultant's services.

16. SUCCESSORS OR ASSIGNS

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

17. EQUAL OPPORTUNITY AGREEMENT

The Consultant agrees that she will comply with all Federal, State and local non-discrimination laws and regulations in effect at the time this agreement is executed.

These regulations include:

- a) The requirements of the Fair Housing Act, 42 U.S.C. 3601-20, and implementing regulations at 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 and implementing regulations at 24 CFR 107; and Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and implementing regulations at 24 CFR Part 1 (Nondiscrimination in Federally Assisted Programs);
- b) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the regulations at 24 CFR 146;
- c) The prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8;
- d) The requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60;
- e) The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1702u (Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Projects); and
- f) The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding women's Business Enterprise, and regulations S.85.36(e) of Section 281 of the National Housing Affordability Act.
- g) The requirements of Washington State Law as found at RCW 49.60.

18. CHANGES OF WORK

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 planning, specifications, reports, and other similar documents which the Consultant is

responsible for preparing or furnishing under this Agreement, when required to do so by the Consortium, without additional compensation thereof.

Should the Consortium 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 Consortium. This work shall be considered as Extra Work and will be paid for as herein provided under Section 19, Extra Work.

19. EXTRA WORK

The Consortium 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 Consortium.

20. INFORMATION AND WORK PROVIDED BY THE CITY

Such data as is currently possessed by the Cities of Richland, Kennewick and Pasco and is useful or necessary to the Consultant in order to carry out the Project shall be turned over to the Consultant at a time and place mutually convenient. The Consultant is entitled to rely on the data provided. Except as specifically provided in Exhibit "A", the City is not required to retain additional consultants, do research or obtain additional data for use by the Consultant at the City's expense.

21. COMPLIANCE WITH LAWS

The Consultant shall be duly licensed (including Business Registration with the City of Richland) and shall comply with all applicable federal, state and local laws, ordinances, and codes.

In all activities related to this Agreement, the Consultant agrees to comply or assist the City when necessary for its compliance with all Certifications required by HUD for disbursement of these funds. Failure to comply with such laws, regulations and policies shall cause this contract to become immediately null and void. All funds spent in violation of such certifications, laws, and regulations will be repaid to the City within 30 days upon violation of the terms of the Agreement if such laws/regulations so require.

22. MINORITY AND WOMEN OWNED BUSINESS OPPORTUNITY

The Recipient will document and provide data on the outreach steps taken to assure that minority business (MBE) and women's business enterprises (WBE) have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services. Recipient will report to the lead entity of the Consortium the contracts or subcontracts awarded to MBE and WBE businesses for the project.

23. CONFLICT OF INTEREST

No employee, agent, member, consultant, officer or elected or appointed official of the members in the Consortium or the Consultant who exercises or has exercised any functions or responsibilities with respect to any activities that are in any way connected with the decision to provide federal funds to a project may obtain a financial interest, reside in, or benefit from those activities, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter as stated in 24 CFR 92.356, and the Consultant must take appropriate steps to assure compliance.

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

CONSORTIUM:

CONSULTANT:

CYNTHIA D. JOHNSON
City Manager
City of Richland for the
Tri-Cities HOME Consortium

LINDA RINALDI, CONSULTANT
Rinaldi & Associates

REPRESENTATIVE MEMBERS:

GARY CRUTCHFIELD
City Manager
City of Pasco

MARIE E. MOSLEY
City Manager
City of Kennewick

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney, Richland

LISA BEATON
City Attorney, Kennewick

LELAND B. KERR
City Attorney, Pasco

**Tri-Cities HOME Consortium
2015-2019 Consolidated Plan
Scope of Work**

1. **Establish final work plan and schedule.** Meet with the Consortium to discuss the work plan and timeline; obtain materials and documents; identify key stakeholders, agencies, service providers, neighborhood organizations and other likely key informants; establish preliminary meeting schedules based on likely Council meeting and review dates, neighborhood organization meeting dates (and degree of involvement), and process of review and adoption of the Consolidated Plan and Annual Action Plan; and, discuss strengths and weaknesses of past plans as well as the format of the new HUD eCon Planning Suite.
2. **Ongoing project coordination.** The consulting team will work closely with Consortium staff and coordinate on the progress of work on a regular basis.
3. **Summarize institutional structure.** The consulting team will work with the Consortium to identify and describe the current institutional structure in place for plan implementation and discuss recommendations to fill observed gaps.
4. **Citizen participation and community outreach.** The consultants will design the overall involvement strategy, consistent with the existing Citizen Participation Plan, to obtain information and input. The consultants will look to the Consortium for information about key contacts, assistance with setting the focus groups and public hearing, including invitations and venue. Elements of citizen participations will include elements such as the following, or the equivalent, based on consultation with Consortium staff at the initial meeting to establish the final work plan and schedule:
 - Review of existing Citizen Participation Plan.
 - Prepare materials for public involvement, including those for community meetings, focus groups, interviews, meetings of advisory groups, public hearings and briefings.
 - Consult with public and nonprofit agencies and key informants in preparation of the Consolidated Plan. This will be in the form of individual interviews, focus groups and/or attending regularly scheduled meetings of advocacy groups. The final number and format will be determined in consultation with the Consortium. The preliminary outreach plan will be discussed at the initial meeting with Consortium staff.
 - Prepare and circulate a community survey. The survey proposed is a targeted quantitative survey (10-15 questions) that can be completed online or by paper-pencil. The team will also review any recent community surveys that may have been conducted. The team will test the survey, set up the online version, prepare a publicity statement and recommend a distribution scheme. The paper-pencil version is valuable in gaining input from program recipients when distributed through the provider networks (food banks, service providers, housing authorities), neighborhood organizations and when left at central locations (libraries). Complete the analysis of responses.
 - Attend and facilitate meetings of the advisory committees that pertain to the Consolidated Plan and briefings, as agreed-to in the final work plan (estimated at five meetings).
5. **Complete needs assessment.** Prepare analysis of needs to meet the eCon Planning Suite format and requirements, including analysis of tables provided (default tables) and tables with information to be added by jurisdictions. Consult with Consortium staff on appropriate additional information. Consult with Consortium staff about CPD maps in the eCon Planning Suite. There is no requirement for maps, it will be up to the Consortium to decide on their inclusion. Add discussion/findings based on community outreach and information obtained in reports reviewed in the planning process. Needs will include housing, public housing, homeless, non-homeless special needs and non-housing community development. Needs in each topic area will be based on review of documents, review of

applicable data and input from knowledgeable informants. The team is very familiar with the homeless planning process, key agencies and the local Continuum of Care.

- 6. Complete market analysis.** Prepare analysis of market and resources to meet the eCon Planning Suite format and requirements, including analysis of default tables and other information pertinent to the Tri-Cities. Prepare suitable maps through CPD maps, if appropriate, add discussion/findings based on community outreach and information obtained in reports reviewed in the planning process. Market analysis (assets/resources) will include housing, public and assisted housing, homeless facilities, special needs facilities and services, barriers to affordable housing, and non-housing community development assets.
- 7. Prepare 5-Year Strategic Plan.** The team will work closely with the Consortium and those advising on the Consolidated Plan to prepare the 5-Year Strategic Plan. This will include review of goals and strategies in earlier plans to assess the strengths and weaknesses and to position the Consortium to have a 5-Year Strategic Plan reflective of needs, assets and community input; aligned with the regional homeless plan, public housing plan and the Analysis of Impediments to Fair Housing Choice; framed in a way that provides flexibility in setting annual actions; and with an eye to efficient and effective administration, including an awareness of opportunities current and on the horizon in the Tri-Cities. The 5-Year Strategic Plan will be prepared in a format consistent with and addressing all required topics in the HUD eCon Planning Suite, including geographic priorities, needs, market influences, resources, delivery, public housing, affordable housing, homelessness, fair housing, lead-based paint hazards, anti-poverty strategies and monitoring.
- 8. Consult on the Annual Action Plans.** Advise the consortium cities so Annual Action Plans are in line with the 5-Year Strategic Plan. The eCon Planning Suite is more structured than was previously the case in developing Consolidated Plans. This applies in particular to the strategic plan. The framework of goals, including their relationship to priority needs, descriptions, outcomes and indicator measures is the structure into which annual projects must fit. The Annual Plan is pre-populated in many fields by information in the strategic plan. Jurisdictions are required to select outcome indicators and measure from a list identified in IDIS. Given that each of the Consortium cities will be managing an Annual Plan, it is even more important that the strategic plan provides a structure flexible enough to accommodate projects over a 5-year period and that each city find the structure workable.
- 9. Prepare draft Consolidated Plan.** Draft and review documents will be prepared in Word. The team will prepare a final draft document in electronic form for public comment, suitable for posting on the Consortium websites and circulation. The Plan will address all HUD grant programs administered by the Consortium, including the HOME Program.
- 10. Prepare final Consolidated Plan.** A final version of the Plan, revised as needed and incorporating public comments, will be prepared in Word and provided electronically to the Consortium. All or portions of the plan will be entered into the IDIS system after final revisions. (Given the IDIS structure, it is probable that analysis of needs and resources will be more extensive than IDIS calls for. Additional analysis will be consistent with needs and findings in IDIS, but may be useful to the Consortium as an expanded and formatted version of the Consolidated Plan, or as a data supplement.) The consulting team will remain available through HUD acceptance.
- 11. Prepare a synopsis of the final plan for public use.** The consulting team will work with the Consortium to prepare a synopsis of the Consolidated Plan, including priority needs, goals, and the framework for actions. The format will be one that is flexible and suitable for public distribution.

Cost: Up to a maximum of \$38,500 including travel and per-diem

The Consortium will provide the following to the Consultant

1. Existing community plans and data.
2. Contact information for key leaders of Tri-Cities.
3. Scheduling of meeting(s) with community leaders to assist consultant in reporting needs identified through housing and community assessment and venue for meetings, as needed (such as focus groups).
4. Maps
5. Certifications
6. Citizen Participation Plan
7. Strategic Plan
8. Annual Action Plans
9. Summary of public comments from public hearings
10. Inventory of existing facilities, services and housing provided in the Tri-Cities
11. Table 2 Community Development Needs, or the equivalent information suitable for IDIS plan
12. List of other financial mechanisms that will or might be used to achieve goals and objectives
13. Resolutions approving plan
14. Printing, binding and distribution of final Consolidated plan, as needed

**Tri-Cities HOME Consortium
2015-2019 Consolidated Plan
Project Schedule & Schedule of Deliverables**

Tasks/Elements	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Finalize work plan									
Project coordination									
Public input plan									
Institutional structure									
Needs assessment									
Market analysis									
Interviews/focus groups									
Community survey									
Hearing on needs									
5-year strategic plan									
Advise on annual plans									
Draft documents									
Briefings (staff/advisory)									
30-day comment									
Final document									
Review and adoption									
Final plan to HUD in IDIS									
Synopsis complete									

October Pasco City Council approval of Draft Plan – October 6th
 Kennewick City Council approval of Draft Plan – October 7th
 Public Hearing Richland City Council Draft Plan – October 21st

November Final approval of 2015-2019 Consolidated Plan – Richland City Council – November 4th
 Submission to HUD in IDIS – prior to November 14th



Council Agenda Coversheet

Council Date: 04/15/2014

Category: Consent Calendar

Agenda Item: C10

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RESOLUTION NO. 46-14 AMENDING DUPORTAIL BRIDGE PWTF LOAN AGREEMENT SCOPE OF WORK

Department: Public Works

Ordinance/Resolution: 46-14

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 46-14, authorizing the City Manager to execute an amendment changing the Scope of Work in the Public Works Trust Fund Loan Agreement to include work completed to date and allow for the closure of the loan agreement at \$750,000 instead of the \$1,000,000 original loan amount; and authorize staff to make the appropriate budget adjustments.

Summary:

On October 7, 2008, Council authorized a \$1,000,000 Public Works Trust Fund (PWTF) Pre-Construction Loan agreement for the Duportail Bridge project. The loan required repayment over a five-year period at an interest rate of 0.5%. The scope of work included in the loan agreement included preliminary engineering, environmental review, right of way acquisition and bid document preparation. As allowed by the loan, \$750,000 was drawn in July, 2010 and used towards Preliminary Engineering and Environmental Review expenses. The final \$250,000 in loan capacity was to be disbursed on a reimbursement basis for eligible expenses.

The project's environmental review extended well beyond the anticipated completion date, primarily because the review process was elevated after consultation with the three federal agencies engaged in the review. Right-of-way acquisition work was deferred until after completion of the environmental review, as required by Federal Highway Administration (FHWA) project development rules. In the spring of 2013, the FHWA environmental review was completed.

In the spring of 2013, the City acquired federal Surface Transportation Program (STP) funds through the Benton Franklin Council of Governments to advance the right of way acquisition work. Staff anticipated proceeding with this work in the second half of 2013. Since the STP funds require non-federal matching funds staff planned to draw the required matching funds from the available loan capacity. With that plan in mind staff negotiated, and Council approved, a one-year extension of the loan agreement to allow for the right-of-way work to proceed using the final \$250,000 in loan capacity.

Due to a variety of reasons the right-of-way acquisition work did not proceed in 2013. It is now scheduled to begin in the second half of 2014, after right of way acquisition is complete for the Stevens Drive Extension project.

The various delays referenced above have put the City in the position of drawing the final \$250,000 in loan capacity in the same year the final debt service payment of approximately the same amount is due. Authorizing the Scope of Work amendment will start the process of De-Obligating the remaining \$250,000 in the PWTF loan and avoid the unnecessary administrative work of processing project funding through the loan. The PWTF amendment realigns the scope of work statement to work already completed. Staff proposes a transfer of funds budgeted for PWTF debt service in the General Fund to the project.

Fiscal Impact?

☒ Yes ☐ No

The General Fund was designated to provide debt service for the PWTF loan and has made previous debt service payments. The 2014 budget includes \$251,250 from the General Fund designated for PWTF debt service. Staff proposes to transfer this amount to the Streets Fund to replace the final PWTF draw in the Duportail Bridge project budget.

Attachments:

- 1) RES 46-14 Duportail Bridge PWTF Loan Amendment
- 2) Duportail Bridge PWTF Loan Amendment

City Manager Approved:

Hopkins, Marcia
Apr 10, 15:09:06 GMT-0700 2014

RESOLUTION NO. 46-14

A RESOLUTION of the City of Richland authorizing the execution of an Amendment to the Public Works Trust Fund Loan Agreement with the Public Works Board for the Duportail Bridge project.

WHEREAS, in 2008 the City of Richland entered into a Pre-Construction Loan Agreement with the Washington State Public Works Board to fund project development work for the Duportail Bridge project; and

WHEREAS, the scope of work included in the 2008 Agreement included completion of the environmental review, right of way acquisition, and final design documents; and

WHEREAS, subsequent to the Agreement, the environmental review process was elevated to an environmental assessment by the Federal Highway Administration, the U.S. Army Corps of Engineers, and the Federal Emergency Management Agency; and

WHEREAS, the environmental review was completed in 2013, approximately three years after the schedule anticipated in the Agreement and at substantially greater cost; and

WHEREAS, the terms of the loan agreement required repayment over a four-year period, the final payment was scheduled for June, 2013; and

WHEREAS, in May 2013, the Public Works Board approved, a one-year extension of the repayment period to facilitate completion of the right of way acquisition process; and

WHEREAS, the City has been delayed in initiating right of way acquisition work; work is scheduled to begin mid-year 2014. As a result, the City has not drawn the final \$250,000 in loan capacity available under the Agreement; and

WHEREAS, the City's 2014 budget includes the final debt service payment on the loan under the assumption that the full value of the loan capacity is drawn; and

WHEREAS, it is more feasible to close out the loan agreement without drawing the final \$250,000 and dedicate the City's debt service budget to the upcoming costs of right of way acquisition;

WHEREAS, the proposed loan agreement amendment will reduce the scope of work to that work already completed and to the funds already expended, thus facilitating closing the loan agreement in 2014 as planned.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute Amendment E to Loan Number PR08-951-107 between the City of Richland and the Washington State Public Works Board regarding the Duportail Bridge 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 15th day of April, 2014.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

AMENDMENT FACE SHEET

Loan Number: PR08-951-107

Amendment Number: E

Washington State Department of Commerce

PUBLIC WORKS BOARD

PUBLIC WORKS TRUST FUND

1. Contractor City of Richland 840 Northgate Drive Richland, WA 99352		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) N/A		4. Public Works Board Representative (only if updated) N/A	
5. Original Contract Amount \$1,000,000.00	6. Amendment Amount N/A	7. New Contract Amount N/A	
8. Amendment Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		9. Amendment Start Date Amendment Execution Date	10. Amendment End Date July 1, 2014
11. Federal Funds (as applicable): N/A		Federal Agency: N/A	CFDA Number: N/A
12. Amendment Purpose: The purpose of this amendment is to revise the Scope of Work of the Public Works Trust Fund Loan Number PR08-951-107. The Board, defined as the Washington State Public Works Board and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and attachments and have executed this Agreement/Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions, including Attachment I: Scope of Work. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Agreement/Contract to the "Agreement" or the "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.			
FOR THE BORROWER/CONTRACTOR _____ Signature _____ Cynthia D. Johnson Print Name _____ City Manager Title _____ Date		FOR PUBLIC WORKS BOARD _____ Stan Finkelstein, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY _____ This 18 th Day of December, 2008 Rob McKenna Attorney General _____ Signature on File Kathryn Wyatt Assistant Attorney General	

AMENDMENT TERMS AND CONDITIONS

PUBLIC WORKS BOARD PUBLIC WORKS TRUST FUND

The purpose of this amendment is to revise Attachment I: Scope of Work of the Public Works Trust Fund Agreement/Contract Number PR08-951-107.

The Public Works Board (or its successor), a department of the State of Washington, (hereinafter referred to as the "Board") and City of Richland (hereinafter referred to as the "Borrower/Contractor") agree to amend Public Works Trust Fund Loan Agreement/Contract Number PR08-951-107 as described below:

Attachment I: Scope of Work is amended to delete the original Scope of Work and replace it with the attached Revised Scope of Work.

ATTACHMENT I: REVISED SCOPE OF WORK

**PUBLIC WORKS BOARD
PUBLIC WORKS TRUST FUND**

**Loan Number: PR08-951-107
Borrower/Contractor: City of Richland**

Project Title: Duportail Bridge

SCOPE OF WORK

This PWTF loan funds the following work:

- Completes the Environmental documentation for the project including NEPA and SEPA and associated preliminary design;
- Prepares right-of-way plans.

ESTIMATED PROJECT COSTS

Cost Category	Revised Budget
Engineering Report	\$390,000.00
Environmental Review	\$320,000.00
Historical Review (Section 106 or 05-05)	\$50,000.00
Land/ROW Acquisition	\$130,000.00
Permits	\$20,000.00
Public Involvement/Information	\$20,000.00
Bid Documents	\$1,440,000.00
Construction	\$0.00
Other Fees	\$0.00
Contingency: 0.00%	\$0.00
Other:	\$0.00
Other:	\$0.00
Other:	\$0.00
Other:	\$0.00
TOTAL ESTIMATED COST	\$2,370,000.00
S	

ANTICIPATED FUNDING SOURCES

Type of Funding	Source	Revised Budget Amount
Grants		
Grant #1	Fed STP(U)	\$300,000.00
Grant #2		\$0.00
Grant #3		\$0.00
Grant #4	Federal Appropriation	\$0.00
Total Grants		\$300,000.00
Loans		
<i>This PWTF Loan Request</i>	<i>Public Works Board</i>	<i>\$1,000,000.00</i>
Other Loan #1		\$0.00
Other Loan #2		\$0.00
Other Loan #3		\$0.00
Other Loan #4		\$0.00
Total Loans		\$1,000,000.00
Local Revenue		
Local Revenue #1		\$0.00
Local Revenue #2	City General Fund	\$1,070,000.00
Local Revenue #3		\$0.00
Local Revenue #4		\$0.00
Local Revenue #5		\$0.00
Total Local Revenue		\$1,070,000.00
Other Funds		
Other Funds #1		\$0.00
Other Funds #2		\$0.00
Total Other Funds		\$0.00
TOTAL FUNDING		\$2,370,000.00

PERFORMANCE MEASURES (CONSTRUCTION AND EMERGENCY LOANS ONLY)

Performance Measures	System	Current Measure	Proposed Measure	Amount of Change	Anticipated Completion Date
N/A	Bridge				
N/A	Bridge				
N/A	Bridge				



Council Agenda Coversheet

Council Date: 04/15/2014

Category: Items of Business

Agenda Item: C11

Key Element: Key 2 - Infrastructure & Facilities

Subject: RES. NO. 47-14, AUTHORIZING PURCHASE OF RIGHT-OF-WAY FOR THE STEVENS DRIVE EXTENSION

Department: Public Works

Ordinance/Resolution: 47-14

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Adopt Resolution No. 47-14, authorizing the City Manager to execute agreements and closing documents to acquire real property interests for the purpose of extending Stevens Drive from Lee Boulevard to Wellsian Way.

Summary:

The Duportail / Stevens transportation corridor improvement plan is the highest priority transportation system improvement currently being implemented. In accordance with Council direction staff has been working since 2007 to advance the Duportail Bridge project to completion. Other important elements of the corridor plan include the Stevens Drive Extension project from Lee Boulevard to Wellsian Way. The 2012 Capital Improvement Plan included funding to acquire street right-of-way (ROW) for the Stevens Drive Extension project. The City has assembled grant funds from the Washington State Transportation Improvement Board and the Benton-Franklin Council of Governments to fully fund the Stevens Drive Extension project.

City staff have initiated right-of-way acquisition procedures for the Stevens Drive Extension project. Offers to purchase the needed property have been extended to effected property owners. The offers are based on fair market value appraisals.

The proposed agreements reflect completion of successful negotiations with two property owners, Grant Land Company and Cazier Enterprises. Grant Land Company has seven (7) properties affected by the construction and Cazier Enterprises has one (1). The total amount to be paid to Grant Land Company will be \$281,600 and the total amount to be paid to Cazier Enterprises will be \$10,650. The compensation values are the same as the fair market value offers extended by the City.

Negotiations with the remaining six (6) property owners are ongoing.

Fiscal Impact?

☒ Yes ☐ No

The total cost of the Grant Land Company and Cazier Enterprise property acquisitions, including the \$292,250 purchase price and closing costs is estimated at \$325,000. These costs were anticipated in the project budgets developed for the state and federal grant applications and the available project funding is adequate to cover these expenses.

Attachments:

- 1) RES 47-14 Stevens Drive ROW Purchase
- 2) Cazier ROW PSA
- 3) Grant Land ROW PSA
- 4) Grant Land ROW PSA
- 5) Grant Land ROW PSA
- 6) Grant Land ROW PSA
- 7) Grant Land ROW PSA

City Manager Approved:

Hopkins, Marcia
Apr 10, 15:09:14 GMT-0700 2014

RESOLUTION NO. 47-14

A RESOLUTION of the City of Richland authorizing the City Manager to execute agreements and closing documents to acquire certain real property interests of Grant Land Company and Cazier Enterprises by negotiated voluntary purchase for the purpose of extending Stevens Drive from Lee Boulevard to Wellsian Way.

WHEREAS, in order to improve mobility, meet current and planned travel demands of the City; and to 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 Drive 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 for the public uses of public travel and public parking; and

WHEREAS, the City of Richland has commissioned appraisals to determine the fair market value of the properties and has negotiated in good faith with the owners of the properties authorized to be acquired; and

WHEREAS, Grant Land Company has seven properties affected by the Stevens Drive Extension project and has agreed to sell property and easement rights for right-of-way for construction of the project; and

WHEREAS, Cazier Enterprises has one property affected by the Stevens Drive Extension project and has agreed to sell property and easement rights for right-of-way for construction of the project; and

WHEREAS, the funds necessary to acquire the properties shall be paid by Stevens Drive Extension Project funds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the City Manager and staff are hereby authorized to sign and execute the purchase agreements and closing documents to complete the purchase of Grant Land Company properties and Cazier Enterprises 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 15th day of April, 2014.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property (the "Agreement") is made and entered into this ____ day of _____, 2013 between the **CITY OF RICHLAND**, a Washington municipal corporation ("Purchaser"), and **CAZIER ENTERPRISES**, ("Sellers").

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

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

(see Exhibit A & B)

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

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

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

2. Purchase Price. Purchasers shall pay to Seller as the Purchase Price for the Property or Property Rights the sum of Ten Thousand Six Hundred and Fifty Dollars (\$10,650) which includes Four Thousand and One Hundred Forty-Five Dollars (\$4,145.00) computed on a price of Seven dollars and Fifty cents (\$7.50) per square foot for Five Hundred Fifty Two and Sixty-Two Hundredths (552.62) square feet of property, Two Hundred Forty-One Dollars (\$241) computed on a price of Twenty-Five Cents (\$0.25) per square foot for Nine Hundred Sixty-Two (962) square feet of irrigated lawn improvements and the sum of Six Thousand and Two Hundred Sixty-Four Dollars (\$6,264.00) computed on a price of One Dollar and Fifty cents (\$1.50) per square foot for Four Thousand One Hundred Seventy-Five and Fifty-Seven Hundredths (4,175.71) square feet of property for a temporary easement. The Temporary Easement will expire on December 31, 2015.

Contract No: _____

The Purchase Price shall be paid by Purchasers to Seller in the form of all cash to be deposited in an escrow account with Cascade Title Company. These funds will be deposited in escrow account with Cascade Title Company.

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

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

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

3.2. Due Diligence. Upon execution of this Agreement by both parties, Purchasers are granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.1. Said due diligence period may be extended an additional thirty (30) business days upon written mutual agreement by both Purchasers and Seller. Purchasers may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues. If the results of said review are unsatisfactory in Purchasers' opinion, Purchasers may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchasers under this Section 3.2, this Agreement shall terminate and be without any further force and effect, and without further obligation of either party to the other.

3.3. Mortgage/Financial Institution. The Closing of this transaction is contingent upon approval of this agreement by the Seller's mortgage company/financial institution holding a lien on the property.

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

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

Contract No: _____

insuring fee simple title to the Property in Purchasers, Title Company shall record and deliver to Purchasers the Deed; and issue and deliver to Purchasers the standard owner's policy of title insurance.

4.1. Closing Costs. Purchaser shall pay all attorney's fees, recording costs, escrow closing costs, if applicable, and the full premium for a standard owner's policy of title insurance.

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

5. Title. Upon Closing of escrow as set forth in Section 4., title to the Property shall be conveyed by Seller to Purchasers by a duly executed Statutory Warranty Deed.

6. Covenants, Representations and Warranties.

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

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

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

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

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

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

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

documents will have been taken.

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

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

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

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

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

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

6.3.1. Purchaser represents that it has sufficient funds to close this transaction.

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

7. Casualty and Condemnation.

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

Contract No: _____

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

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

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

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

10. Miscellaneous.

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

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

10.3. Notices. Whenever any party hereto shall desire to give or serve upon the

Contract No: _____

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

TO SELLERS:

Cazier Enterprises
2798 Katie Road
Richland, WA 99352
Phone: (509) 628-8333

TO PURCHASERS:

City of Richland
505 Swift Boulevard
Richland, WA 99352
ATTENTION: Public Works Department
Phone: (509) 942-7508
FAX: (509) 942-7468

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

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

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

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

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

10.8. Construction. The parties acknowledge that each party and its counsel

Contract No: _____

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

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

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

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

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

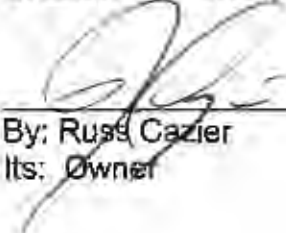
10.13. Scrivener. The party drafting this agreement is the City of Richland. The sellers are encouraged to review the contract with their own attorney, before signing this agreement.

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

CITY OF RICHLAND – PURCHASER

CAZIER ENTERPRISES - SELLER

By: Cynthia D. Johnson
Its: City Manager



By: Russ Cazier
Its: Owner

Stevens Drive ROW – Cazier Properties, LLC.

Contract No: _____

ATTESTED:

Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

Heather Kintzley
City Attorney

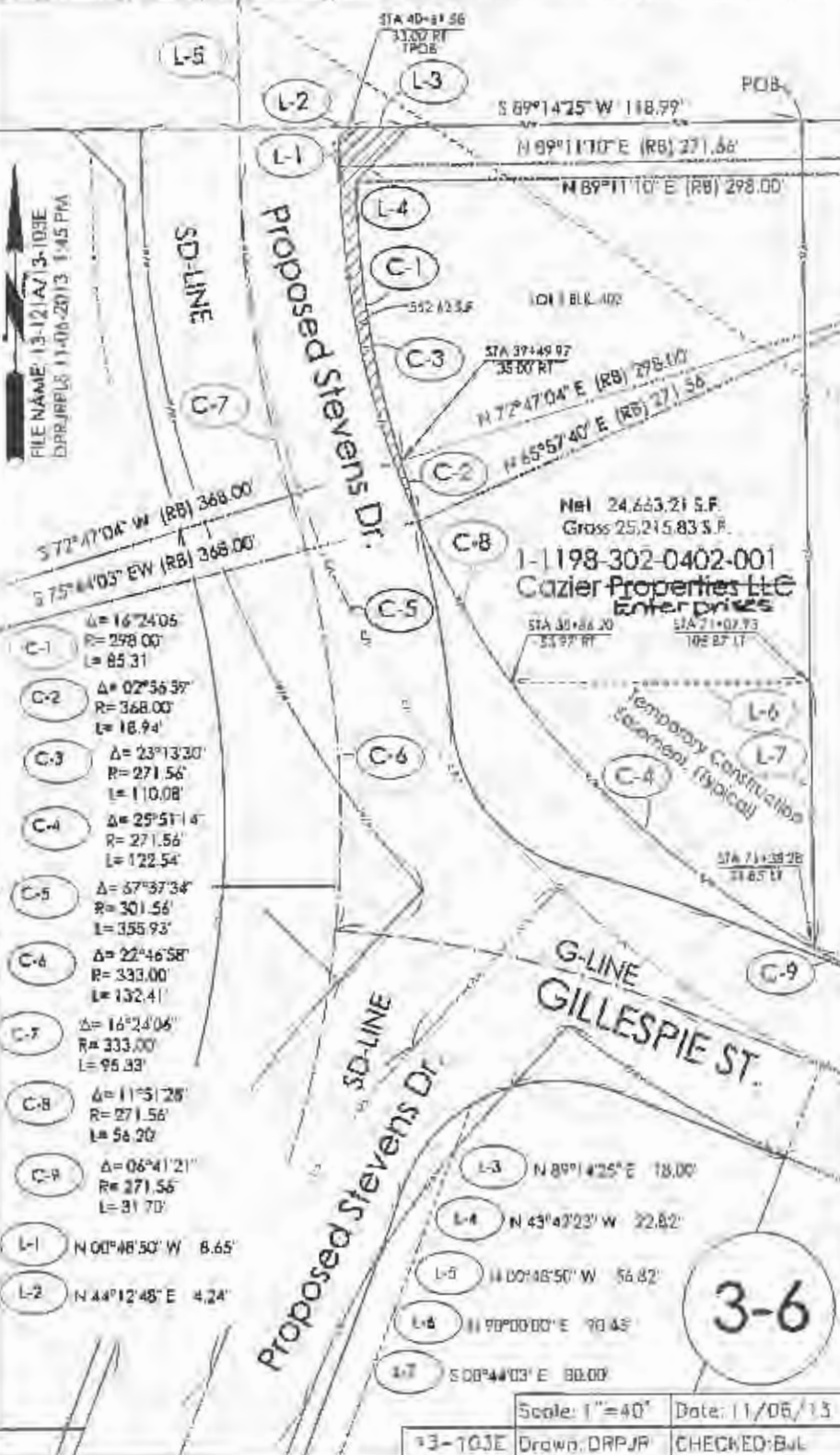
Stevens Drive ROW - Cazier Properties, LLC

LEE BLVD.

EXHIBIT "A"

See ROW Map
C3-078 CRR

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



3-6

Scale: 1"=40' Date: 11/06/13

Drawn: DRP/JR CHECKED: Bul

WHEN RECORDED RETURN TO:

EXHIBIT B

City Surveyor
City of Richland
840 Northgate Drive
Richland, WA 99352
MS#26

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

QUIT CLAIM DEED
Threat of Eminent Domain
WAC 458-61A-206-(1)

The Grantor, **Cazier Enterprises**, for the transfer of personal property and other good and valuable consideration, in hand paid, conveys and quit claims to **THE CITY OF RICHLAND**, a municipal corporation, any interest the Grantor has or may have, at the date of conveyance, in the property situated in the County of Benton, State of Washington, together with all after acquired title of the Grantor therein and described as follows:

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°57'40" East; Thence Northwesterly a distance of 110.08 feet along the arc of said curve, through a central angle of 23°13'30", along said Easterly right-of-way of Gillespie Street; Thence North 00°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°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"**.

Said Temporary Construction Easements shall expire on December 31, 2015.

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

Sign Name:

Print Name:
An authorized representative for:
Cazier Enterprises

STATE OF WASHINGTON)
 : SS
COUNTY OF BENTON)

On this ____day of _____ 2014, before me, the undersigned,
a Notary Public in and for the State of Washington, personally appeared;
_____an authorized representative for **Cazier
Enterprises**, and that he/she executed the foregoing instrument, and
acknowledged the said instrument to be the free and voluntary act and
deed for the uses and purposes therein mentioned, and on oath state
that he/she are authorized to execute the said instrument.

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

Sign Name:

Notary Public in and for the State of
Washington; residing at_____
My appointment expires _____

Print Name:

APPROVED AS TO FORM:

CITY OF RICHLAND, WASHINGTON

HEATHER D. KINTZLEY
City Attorney

PETER K. ROGALSKY
Public Works Director

CYNTHIA D. JOHNSON
City Manager

MARCIA HOPKINS
City Clerk

STATE of WASHINGTON)
 : SS
COUNTY of BENTON)

On this ____day of _____, 2014, before me the undersigned, Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Cynthia D. Johnson**, and **Marcia Hopkins**, to me known to be the, City Manager and City Clerk, respectively, of the City of Richland, Benton County, Washington, the corporation that executed the foregoing instrument and acknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposed therein mentioned, and on oath stated that they are authorized to execute the said instrument.

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

Sign Name:

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

Print Name

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property (the "Agreement") is made and entered into this ____ day of _____, 2013 between the **CITY OF RICHLAND**, a Washington municipal corporation ("Purchaser"), and **GRANT LAND COMPANY**, ("Sellers").

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

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

(see Exhibit A & B)

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

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

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

2. Purchase Price. Purchasers shall pay to Seller as the Purchase Price for the Property or Property Rights the sum of Five Thousand Nine Hundred Dollars (\$5,900) which includes Three Thousand and Nine Hundred Eighty-Five Dollars (\$3,985) computed on a price of Six dollars and No Cents (\$6.00) per square foot for Six Hundred Sixty-Three and Ninety-Four Hundredths (663.94) square feet of property and One Thousand and Eight Hundred Seventy Dollars (\$1,870) computed on a price of One Dollar and Twenty Cents (\$1.20) per square foot for One Thousand Five Hundred Fifty-Eight and Nine Hundredths (1,558.09) square feet of property for a temporary easement. The Temporary Easement will expire two years from the date this document is signed by all parties.

The Purchase Price shall be paid by Purchasers to Seller in the form of all cash

to be deposited in an escrow account with Cascade Title Company. These funds will be deposited in escrow account with Cascade Title Company.

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

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

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

3.2. Due Diligence. Upon execution of this Agreement by both parties, Purchasers are granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.1. Said due diligence period may be extended an additional thirty (30) business days upon written mutual agreement by both Purchasers and Seller. Purchasers may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues. If the results of said review are unsatisfactory in Purchasers' opinion, Purchasers may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchasers under this Section 3.2, this Agreement shall terminate and be without any further force and effect, and without further obligation of either party to the other.

3.3. Mortgage/Financial Institution. The Closing of this transaction is contingent upon approval of this agreement by the Seller's mortgage company/financial institution holding a lien on the property.

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

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

owner's policy of title insurance.

4.1. Closing Costs. Purchaser shall pay all attorney's fees, recording costs, escrow closing costs, if applicable, and the full premium for a standard owner's policy of title insurance.

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

5. Title. Upon Closing of escrow as set forth in Section 4., title to the Property shall be conveyed by Seller to Purchasers by a duly executed Statutory Warranty Deed.

6. Covenants, Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

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

6.3.1. Purchaser represents that it has sufficient funds to close this transaction.

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

7. Casualty and Condemnation.

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

7.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section

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

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

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

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

10. Miscellaneous.

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

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

10.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the

Contract No: _____

other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or Express United States Mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

TO SELLERS:

Grant Land Company
C/O Beverly Grant-Read
P.O. Box 789
Richland, WA 99352
Phone: 206-327-3783

TO PURCHASERS:

City of Richland
Attn: Public Works Department
505 Swift Boulevard
Richland, WA 99352
Phone: (509)942-7508
FAX: (509)942-7468

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

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

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

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

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

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

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

Contract No: _____

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

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

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


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

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

CITY OF RICHLAND – PURCHASER

GRANT LAND COMPANY - SELLER

By: Cynthia D. Johnson
Its: City Manager



By:
Its: Owner

ATTESTED:

Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

Heather Kintzley
City Attorney

Stevens Drive ROW – Grant Land Company

CHECKED:BUJ

WHEN RECORDED RETURN TO:

City Surveyor
City of Richland
840 Northgate Drive
Richland, WA 99352
MS#26

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

QUIT CLAIM DEED

Threat of Eminent Domain
WAC 458-61A-206-(1)

The Grantor, **Grant Land Company Corporation**, for the transfer of personal property and other good and valuable consideration, in hand paid, conveys and quit claims to **THE CITY OF RICHLAND**, a municipal corporation, any interest the Grantor has or may have, at the date of conveyance, in the property situated in the County of Benton, State of Washington, together with all after acquired title of the Grantor therein and described as follows:

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"**.

Said Temporary Construction Easements shall expire on December 31, 2015.

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

Sign Name:

Print Name:

An authorized representative for:

Grant Land Company Corporation

STATE OF WASHINGTON)
) : SS
COUNTY OF BENTON)

On this ____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared, _____ an authorized representative for **Grant Land Company Corporation**, and that he/she executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath state that he/she are authorized to execute the said instrument.

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

Sign Name:

Notary Public in and for the State of

Washington; residing at _____

My appointment expires _____

Print Name: _____

APPROVED AS TO FORM:

CITY OF RICHLAND, WASHINGTON

HEATHER D. KINTZLEY
City Attorney

PETER K. ROGALSKY
Public Works Director

CYNTHIA D. JOHNSON
City Manager

MARCIA HOPKINS
City Clerk

STATE of WASHINGTON)
 :SS
COUNTY of BENTON)

On this ____day of _____, 2014, before me the undersigned, Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Cynthia D. Johnson**, and **Marcia Hopkins**, to me known to be the, City Manager and City Clerk, respectively, of the City of Richland, Benton County, Washington, the corporation that executed the foregoing instrument and acknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposed therein mentioned, and on oath stated that they are authorized to execute the said instrument.

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

Sign Name:

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

Print Name

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this ____ day of _____, 2013 between the **CITY OF RICHLAND**, a Washington municipal corporation ("Purchaser"), and **GRANT LAND COMPANY**, a Washington limited liability company ("Seller").

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

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

(See Exhibits A & B)

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

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

1.4. Timing of Conveyance. The Property described in Section 1.1. shall be conveyed to Purchaser by a Quit Claim Deed ("Deed") subject to the permitted exceptions and at the time of payment. The Deed shall be delivered to Purchaser at closing.

2. Purchase Price. Purchasers shall pay to Seller as the Purchase Price for the Property or Property Rights the sum of Two Hundred Fifty-Five Thousand Five Hundred (\$255,500) which includes Two Hundred Forty-Seven Thousand One Hundred Fifty-Seven Dollars (\$247,157) computed on a price of Three Dollars and Seventy-Five Cents (\$3.75) per square foot for Sixty-Five Thousand Nine Hundred Eight and Six Tenths (65,908.60) square feet of property and Eight Thousand Three Hundred Forty-Six (\$8,346) computed on a price of Seventy-Five Cents (\$0.75) per square foot for Eleven Thousand One Hundred Twenty-Seven and Fifty-Seven Hundredths (11,127.57) square feet of property for a temporary easement. The Temporary Easement will expire two years from the date this document is signed by all parties.

The Purchase Price shall be paid by Purchaser to Seller in the form of all

Contract No: _____

cash to be deposited in an escrow account with Cascade Title Company, and shall be paid to Seller at closing subject to all adjustments and proration as may be provided for elsewhere herein.

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

3.1. Title Review. Within ten (10) business days after the date of execution of this Agreement by both parties ("Execution Date"), Purchaser, at its sole cost and expense, shall obtain from Cascade Title Company ("Title Company") a title report on the Property, and copies of all documents referred to therein, and furnish same to Seller. For purposes of calculating time, the date of signing shall not count as the first business day.

3.2. Due Diligence. Upon execution of this Agreement by both parties, Purchaser is granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.1. Said due diligence period may be extended an additional thirty (30) business days upon written agreement by the Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.3. Mortgage/Financial Institution. The closing of this transaction is contingent upon approval of this Agreement by the Seller's mortgage company/financial institution holding a lien on the property. In the event Seller's mortgage company/financial institution determines not to approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.4. Council Approval. The closing of this transaction is contingent upon approval of this Agreement by the City Council of the City of Richland. In the event the Richland City Council determines not to approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

4. Closing. On or before the date of closing, as described below, Purchaser shall deliver to Cascade Title Company the Purchase Price for the Property in the form of a certified or cashier's check. Seller shall deliver the Deed, as approved by Purchaser, to the title company for placing in escrow. Cascade Title Company shall be

Contract No: _____

instructed that when it is in a position to issue a standard owner's policy of title insurance in the full amount of the Purchase Price, insuring fee simple title to the Property in Purchaser, the title company shall record and deliver to Purchaser the Deed; and issue and deliver to Purchaser the standard owner's policy of title insurance.

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

4.2. Closing Date. The closing of the transaction and delivery of all items shall occur at Cascade Title Company, and shall occur on a date mutually agreed to by Purchaser and Cascade Title Company with written notice to Seller.

5. Title. Upon closing of escrow as set forth in Section 4, title to the Property shall be conveyed by Seller to Purchaser by a duly executed Statutory Warranty Deed.

6. Covenants, Representations and Warranties.

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

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

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

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

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

6.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the date hereof and on the date of closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below incorrect or untrue.

Contract No: _____

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

6.2.2. Seller is a Washington limited liability company, duly formed and organized, validly existing and in good standing under the laws of the State of Washington. The Property is an asset belonging to Seller.

6.2.3. No special or general assessments have been levied against the Property except those disclosed in the preliminary title report, and Seller has not received written notice that any such assessments are threatened.

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

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

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

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

6.3.1. Purchaser represents that it has sufficient funds to close this transaction.

6.4. Survival of Covenants. The covenants, representations, and warranties contained in Section 6 of this Agreement shall survive the delivery and recording of the Deed from the Seller to the Purchaser.

7. Casualty and Condemnation.

7.1. Material Casualty or Condemnation. If, prior to the closing date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000.00) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller may, at its option, terminate this

Contract No: _____

Agreement by providing written notice to the other party within two (2) days' notice of such event. If, prior to the closing date, neither party provides said termination notice within such two-day period, the closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller. At closing, Seller shall assign to Purchaser Seller's full interest in any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

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

8. Purchasers' Remedies. In the event of material breach of this Agreement by Seller, Purchaser shall have, as its sole remedies: (a) the right to pursue specific performance of this Agreement; (b) the right to terminate this Agreement; and (c) all remedies presently or hereafter available at law or in equity. Purchaser hereby waive all other remedies on account of a breach hereof by Seller.

9. Miscellaneous.

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

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

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

commercial courier, postage prepaid, addressed as follows:

TO SELLERS:

Grant Land Company
C/O Beverly Grant-Reed
P.O. Box 789
Richland, WA 99352
Phone: 206-327-3783

TO PURCHASERS:

City of Richland
Attn: Public Works Department
505 Swift Boulevard
Richland, WA 99352
Phone: (509)942-7508
FAX: (509)942-7468

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

9.4. Assignments and Successors. Purchaser may not assign this Agreement without Seller's consent. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder.

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

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

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

9.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Purchase Agreement, and that the normal rule of construction providing that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase Agreement or any amendment or exhibits hereto. This is a fully integrated Agreement. There are no additional terms, conditions, or obligations binding upon the parties unless specifically referenced herein.

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

9.10. Further Assurances. Purchasers and Seller shall make, execute and deliver such documents and undertake such other and further acts as may be

Contract No: _____

reasonably necessary to carry out the intent of the parties hereto.

9.11. Full Performance and Survival. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger and be deemed the full performance and discharge of the obligations on the part of Purchaser and Seller to be performed hereunder. Certain clauses, covenants, warranties and indemnifications specifically provided herein or that can only be performed after closing shall survive the closing.

9.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, 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, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

9.13. Scrivener. The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of Seller under this Agreement. Seller is encouraged to review the completed contract with counsel before signing this Agreement.

IN WITNESS WHEREOF, the Purchasers have executed this Agreement as of the date first written above.

CITY OF RICHLAND – PURCHASER

GRANT LAND COMPANY - SELLER

By: Cynthia D. Johnson
Its: City Manager

By: Grant Land Company
Its: Owner

ATTESTED:

Marcia Hopkins, City Clerk

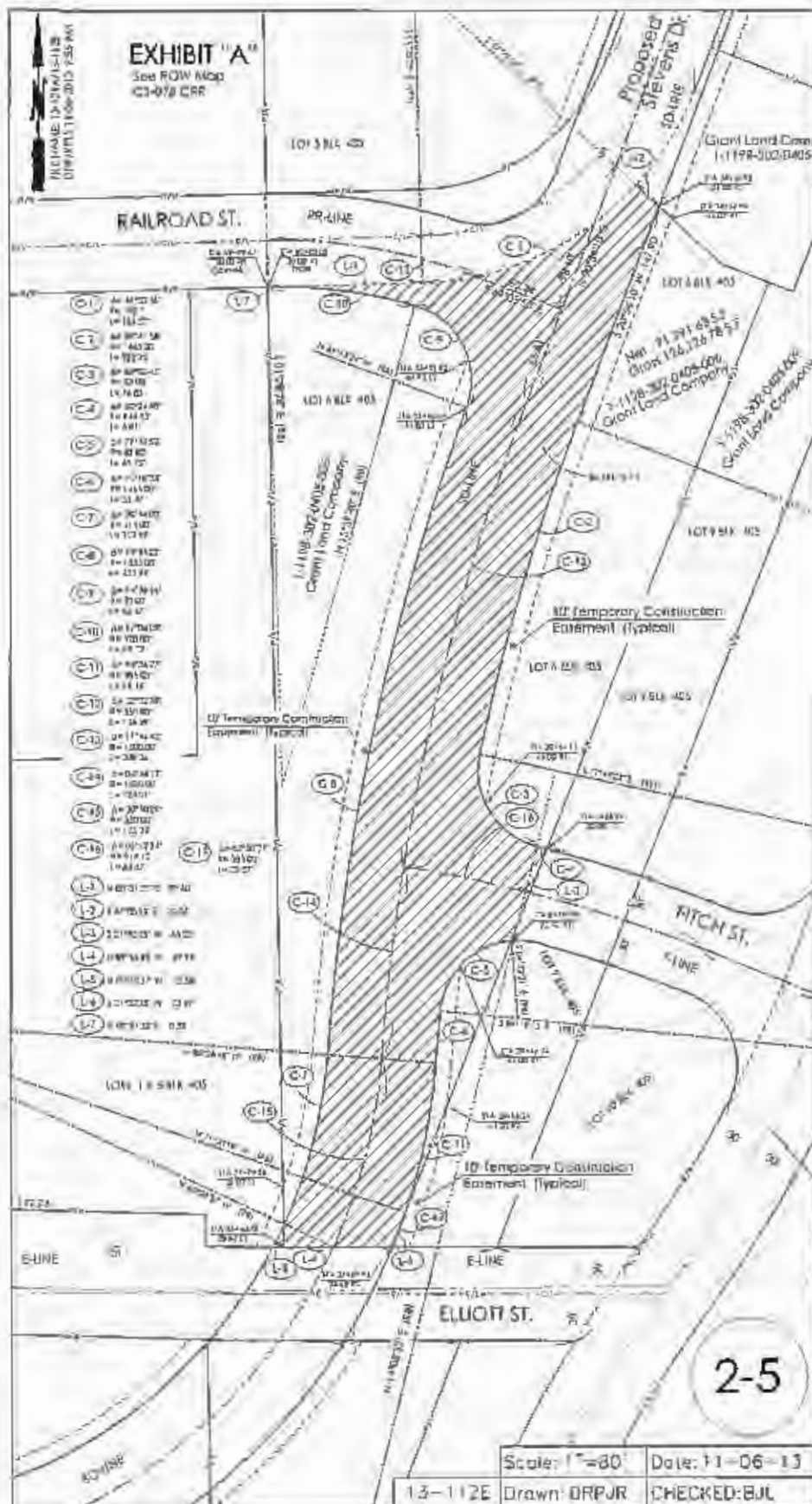
APPROVED AS TO FORM:

Heather Kintzley
City Attorney

EXHIBIT "A"
See ROW Map
C3-078 CRR

See FOW Map
C3-078 CAR

CG-078 CAR



2-5

Scale: 1"=30'

Date: 7-1-06-13

13-112E

Drawn: DRPJF

CHECKED:BJU

WHEN RECORDED RETURN TO:

City Surveyor
City of Richland
840 Northgate Drive
Richland, WA 99352
MS#26

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

QUIT CLAIM DEED

Threat of Eminent Domain
WAC 458-61A-206-(1)

The Grantor, **Grant Land Company Corporation**, for the transfer of personal property and other good and valuable consideration, in hand paid, conveys and quit claims to **THE CITY OF RICHLAND**, a municipal corporation, any interest the Grantor has or may have, at the date of conveyance, in the property situated in the County of Benton, State of Washington, together with all after acquired title of the Grantor therein and described as follows:

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 $88^{\circ}03'45''$, 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 $00^{\circ}24'48''$, 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 $21^{\circ}32'25''$ 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 $04^{\circ}22'21''$ East; Thence Southwesterly a distance of 69.75 feet along the arc of said curve, through a central angle of $79^{\circ}55'52''$, 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 $01^{\circ}18'33''$, 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 $14^{\circ}36'27''$, leaving said curve, to a point on the Easterly line of said Lot 6; Thence South $21^{\circ}32'25''$ 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 $89^{\circ}56'22''$ 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 $00^{\circ}50'37''$ 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 $20^{\circ}44'00''$, 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"**.

Said Temporary Construction Easements shall expire on December 31, 2015.

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

Sign Name:

Print Name:
An authorized representative for:
Grant Land Company Corporation

STATE OF WASHINGTON)
 : SS
COUNTY OF BENTON)

On this ____ day of _____ 2014, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared, _____ an authorized representative for **Grant Land Company Corporation**, and that he/she executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath state that he/she are authorized to execute the said instrument.

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

Sign Name:

Notary Public in and for the State of
Washington; residing at _____
My appointment expires _____

Print Name:

APPROVED AS TO FORM:

CITY OF RICHLAND, WASHINGTON

HEATHER D. KINTZLEY
City Attorney

PETER K. ROGALSKY
Public Works Director

CYNTHIA D. JOHNSON
City Manager

MARCIA HOPKINS
City Clerk

STATE of WASHINGTON)
 : SS
COUNTY of BENTON)

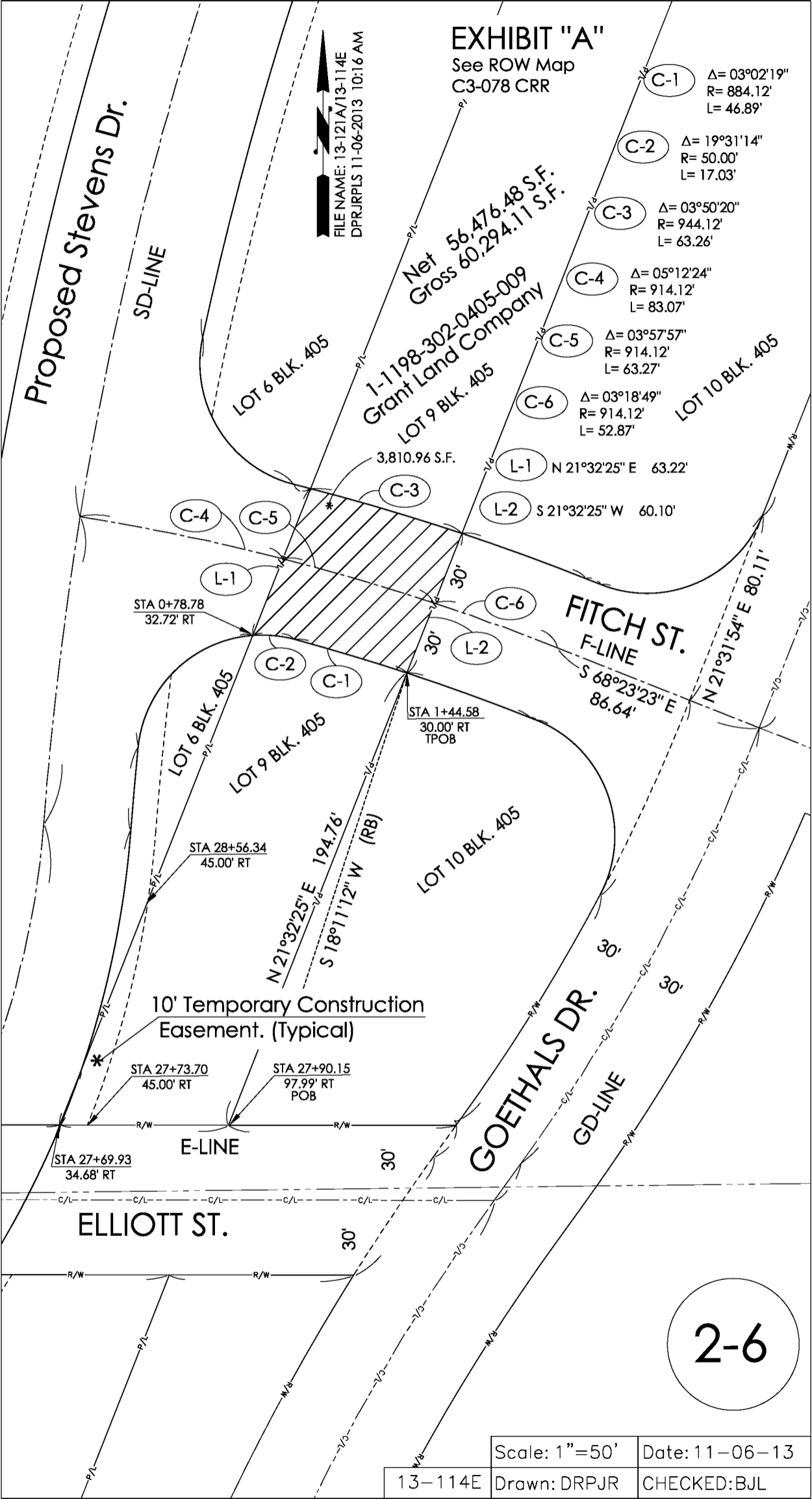
On this ____ day of _____, 2014, before me the undersigned, Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Cynthia D. Johnson**, and **Marcia Hopkins**, to me known to be the, City Manager and City Clerk, respectively, of the City of Richland, Benton County, Washington, the corporation that executed the foregoing instrument and acknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposed therein mentioned, and on oath stated that they are authorized to execute the said instrument.

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

Sign Name:

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

Print Name





FILE NAME: 13-121A/13-113E
DPRJRP L11-06-2013 10:18 AM

EXHIBIT "B"

See ROW Map
C3-078 CRR

SD-LINE
Proposed Stevens Dr.

1-1198-302-0405-009
Grant Land Company

LOT 6 BLK. 405

LOT 9 BLK. 405

STA 28+56.34
45.00' RT

10' Temporary Construction
Easement. (Typical)

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

6.67 S.F.

STA 27+73.70
45.00' RT

N 89°56'22" W 67.35'

N 21°32'25" E 194.76'

STA 27+90.15
97.99' RT
POB

N 21°32'25" E
23.69'

STA 27+70.05
35.00' RT
TPOB

STA 27+69.93
34.68' RT

N 89°56'22" W 0.35'

N 67°29'52" W (RB)

N 71°00'19" W (RB)

E-LINE
ELLIOTT ST.

2-6

13-113E	Scale: 1"=20'	Date: 11-06-13
	Drawn: DRPJ R	CHECKED: BJL

WHEN RECORDED RETURN TO:

City Surveyor
City of Richland
840 Northgate Drive
Richland, WA 99352
MS#26

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

QUIT CLAIM DEED

Threat of Eminent Domain
WAC 458-61A-206-(1)

The Grantor, **Grant Land Company Corporation**, for the transfer of personal property and other good and valuable consideration, in hand paid, conveys and quit claims to **THE CITY OF RICHLAND**, a municipal corporation, any interest the Grantor has or may have, at the date of conveyance, in the property situated in the County of Benton, State of Washington, together with all after acquired title of the Grantor therein and described as follows:

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 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°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°11'12" West; Thence Northwesterly a distance of 46.89 feet along the arc of said curve, through a central angle of 03°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°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°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°50'20", to a point on the Easterly line of said Lot 9; Thence South 21°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 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 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°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°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°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°00'19" West; Thence Southwesterly a distance of 23.57 feet along the arc of said curve, through a central angle of 03°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"**.

Said Temporary Construction Easements shall expire on December 31, 2015.

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

Sign Name:

Print Name:
An authorized representative for:
Grant Land Company Corporation

STATE OF WASHINGTON)
 : SS
COUNTY OF BENTON)

On this ____day of _____ 2014, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared, _____, an authorized representative for **Grant Land Company Corporation**, and that he/she executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath state that he/she are authorized to execute the said instrument.

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

Sign Name:

Notary Public in and for the State of
Washington; residing at_____
My appointment expires _____

Print Name:

APPROVED AS TO FORM:

CITY OF RICHLAND, WASHINGTON

HEATHER D. KINTZLEY
City Attorney

PETER K. ROGALSKY
Public Works Director

CYNTHIA D. JOHNSON
City Manager

MARCIA HOPKINS
City Clerk

STATE of WASHINGTON)
 : SS
COUNTY of BENTON)

On this ____ day of _____, 2014, before me the undersigned, Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Cynthia D. Johnson**, and **Marcia Hopkins**, to me known to be the, City Manager and City Clerk, respectively, of the City of Richland, Benton County, Washington, the corporation that executed the foregoing instrument and acknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposed therein mentioned, and on oath stated that they are authorized to execute the said instrument.

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

Sign Name:

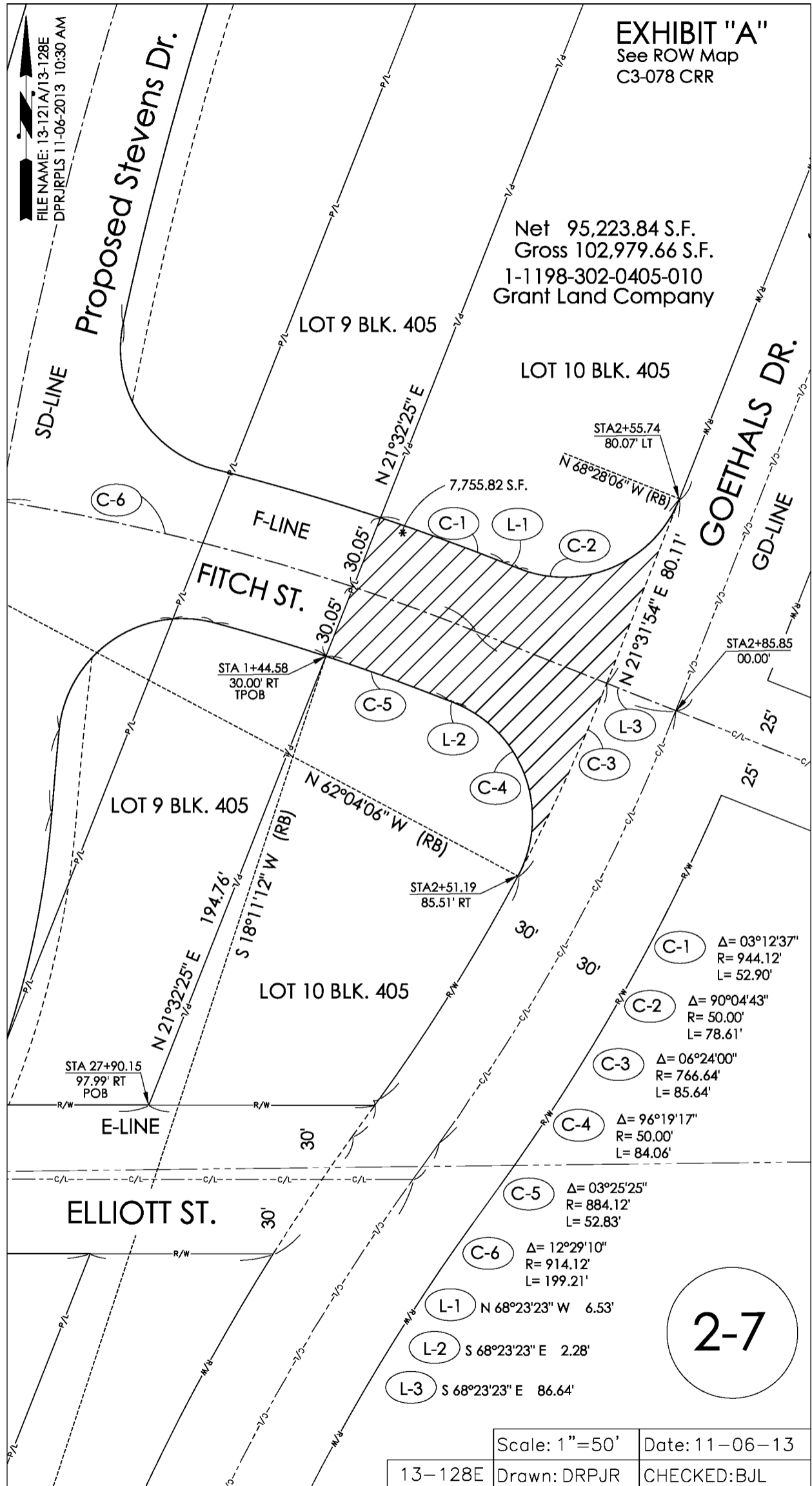
Notary Public in and for the State of _____
Residing at _____
My Commission Expires _____

Print Name

FILE NAME: 13-121A/13-128E
DPR/JRPLS 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
Grant Land Company



2-7

WHEN RECORDED RETURN TO:

City Surveyor
City of Richland
840 Northgate Drive
Richland, WA 99352
MS#26

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

QUIT CLAIM DEED

Threat of Eminent Domain
WAC 458-61A-206-(1)

The Grantor, **Grant Land Company Corporation**, for the transfer of personal property and other good and valuable consideration, in hand paid, conveys and quit claims to **THE CITY OF RICHLAND**, a municipal corporation, any interest the Grantor has or may have, at the date of conveyance, in the property situated in the County of Benton, State of Washington, together with all after acquired title of the Grantor therein and described as follows:

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 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 $21^{\circ}32'25''$ 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 $18^{\circ}11'12''$ West; Thence Southeasterly a distance of 52.83 feet along the arc of said curve, through a central angle of $03^{\circ}25'25''$, leaving said Westerly line; Thence South $68^{\circ}23'23''$ 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 $96^{\circ}19'17''$, 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 $62^{\circ}04'06''$ West; Thence Northeasterly a distance of 85.64 feet along the arc of said curve, through a central angle of $06^{\circ}24'00''$, along said Westerly right-of-way, leaving said curve; Thence North $21^{\circ}31'54''$ 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 $68^{\circ}28'06''$ West; Thence Southwesterly a distance of 78.61 feet along the arc of said curve, through a central angle of $90^{\circ}04'43''$, leaving said Westerly right-of-way; Thence North $68^{\circ}23'23''$ 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"**.

Sign Name:

Print Name:

An authorized representative for:
Grant Land Company Corporation

STATE OF WASHINGTON)
 : SS
COUNTY OF BENTON)

On this ____day of _____ 2014, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared, _____ an authorized representative for **Grant Land Company Corporation**, and that he/she executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath state that he/she are authorized to execute the said instrument.

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

Sign Name:

Notary Public in and for the State of
Washington; residing at_____
My appointment expires _____

Print Name:

APPROVED AS TO FORM:

CITY OF RICHLAND, WASHINGTON

HEATHER D. KINTZLEY
City Attorney

PETER K. ROGALSKY
Public Works Director

CYNTHIA D. JOHNSON
City Manager

MARCIA HOPKINS
City Clerk

STATE of WASHINGTON)
 : SS
COUNTY of BENTON)

On this ____ day of _____, 2014, before me the undersigned, Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Cynthia D. Johnson**, and **Marcia Hopkins**, to me known to be the, City Manager and City Clerk, respectively, of the City of Richland, Benton County, Washington, the corporation that executed the foregoing instrument and acknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposed therein mentioned, and on oath stated that they are authorized to execute the said instrument.

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

Sign Name:

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

Print Name

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this ____ day of _____, 2013 between the **CITY OF RICHLAND**, a Washington municipal corporation ("Purchaser"), and **GRANT LAND COMPANY**, a Washington limited liability company ("Seller").

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

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

(See Exhibits A & B)

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

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

1.4. Timing of Conveyance. The Property described in Section 1.1. shall be conveyed to Purchaser by a Quit Claim Deed ("Deed") subject to the permitted exceptions and at the time of payment. The Deed shall be delivered to Purchaser at closing.

2. Purchase Price. Purchaser shall pay to Seller as the Purchase Price for the Property or Property Rights, the sum of Eight Thousand Dollars (\$8,000.00) which includes Five Thousand Five Hundred and Forty-Eight Dollars computed on a price of six dollars and twenty-five cents (\$6.25) per square foot for Eight Hundred Eighty-Seven and Fifty-Seven Hundredths (887.57) square feet of property, One Thousand Three Hundred Thirty-Two Dollars (\$1,332.00) for Eight Hundred Eighty-Eight square feet of asphalt improvements and One Thousand Three Hundred and Sixty-Five Dollars (\$1,365.00) computed on a price of One Dollar and Twenty-Five Cents (1.25) per square foot for Two Thousand Five Hundred Eighty-Eight and Eighty-Sixth Hundredths of property for a temporary easement. The Temporary Easement will expire two years from the date this document is signed by all parties.

Contract No: _____

The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Cascade Title Company, and shall be paid to Seller at closing subject to all adjustments and proration as may be provided for elsewhere herein.

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

3.1. Title Review. Within ten (10) business days after the date of execution of this Agreement by both parties ("Execution Date"), Purchaser, at its sole cost and expense, shall obtain from Cascade Title Company ("Title Company") a title report on the Property, and copies of all documents referred to therein, and furnish same to Seller. For purposes of calculating time, the date of signing shall not count as the first business day.

3.2. Due Diligence. Upon execution of this Agreement by both parties, Purchaser is granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.1. Said due diligence period may be extended an additional thirty (30) business days upon written agreement by the Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.3. Mortgage/Financial Institution. The closing of this transaction is contingent upon approval of this Agreement by the Seller's mortgage company/financial institution holding a lien on the property. In the event Seller's mortgage company/financial institution determines not to approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.4. Council Approval. The closing of this transaction is contingent upon approval of this Agreement by the City Council of the City of Richland. In the event the Richland City Council determines not to approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

4. Closing. On or before the date of closing, as described below, Purchaser shall deliver to Cascade Title Company the Purchase Price for the Property in the form of a certified or cashier's check. Seller shall deliver the Deed, as approved by

Contract No: _____

Purchaser, to the title company for placing in escrow. Cascade Title Company shall be instructed that when it is in a position to issue a standard owner's policy of title insurance in the full amount of the Purchase Price, insuring fee simple title to the Property in Purchaser, the title company shall record and deliver to Purchaser the Deed; and issue and deliver to Purchaser the standard owner's policy of title insurance.

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

4.2. Closing Date. The closing of the transaction and delivery of all items shall occur at Cascade Title Company, and shall occur on a date mutually agreed to by Purchaser and Cascade Title Company with written notice to Seller.

5. Title. Upon closing of escrow as set forth in Section 4, title to the Property shall be conveyed by Seller to Purchaser by a duly executed Statutory Warranty Deed.

6. Covenants, Representations and Warranties.

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

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

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

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

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

6.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the date hereof and on the date of closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below incorrect or untrue.

Contract No: _____

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

6.2.2. Seller is a Washington limited liability company, duly formed and organized, validly existing and in good standing under the laws of the State of Washington. The Property is an asset belonging to Seller.

6.2.3. No special or general assessments have been levied against the Property except those disclosed in the preliminary title report, and Seller has not received written notice that any such assessments are threatened.

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

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

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

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

6.3.1. Purchaser represents that it has sufficient funds to close this transaction.

6.4. Survival of Covenants. The covenants, representations, and warranties contained in Section 6 of this Agreement shall survive the delivery and recording of the Deed from the Seller to the Purchaser.

7. Casualty and Condemnation.

7.1. Material Casualty or Condemnation. If, prior to the closing date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000.00) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect

Contract No: _____

the value of the Property, either Purchaser or Seller may, at its option, terminate this Agreement by providing written notice to the other party within two (2) days' notice of such event. If, prior to the closing date, neither party provides said termination notice within such two-day period, the closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller. At closing, Seller shall assign to Purchaser Seller's full interest in any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

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

8. Purchasers' Remedies. In the event of material breach of this Agreement by Seller, Purchaser shall have, as its sole remedies: (a) the right to pursue specific performance of this Agreement; (b) the right to terminate this Agreement; and (c) all remedies presently or hereafter available at law or in equity. Purchaser hereby waives all other remedies on account of a breach hereof by Seller.

9. Miscellaneous.

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

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

9.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or

Contract No: _____

by certified, registered or Express United States Mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

TO SELLERS:

GRANT LAND COMPANY
C/O Beverly Grant-Reed
P.O. Box 798
Richland, WA 99352
Phone: 206-327-3783

TO PURCHASERS:

City of Richland
Attn: Public Works Department
505 Swift Boulevard
Richland, WA 99352
Phone: (509)942-7508
FAX: (509)942-7468

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

9.4. Assignments and Successors. Purchaser may not assign this Agreement without Seller's consent. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder.

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

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

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

9.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Purchase Agreement, and that the normal rule of construction providing that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase Agreement or any amendment or exhibits hereto. This is a fully integrated Agreement. There are no additional terms, conditions, or obligations binding upon the parties unless specifically referenced herein.

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

Contract No: _____

constitute one such Agreement.

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

9.11. Full Performance and Survival. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger and be deemed the full performance and discharge of the obligations on the part of Purchaser and Seller to be performed hereunder. Certain clauses, covenants, warranties and indemnifications specifically provided herein or that can only be performed after closing shall survive the closing.

9.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, 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, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

9.13. Scrivener: The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of Seller under this Agreement. Seller is encouraged to review the completed contract with counsel before signing this Agreement.

IN WITNESS WHEREOF, the Purchasers have executed this Agreement as of the date first written above.

CITY OF RICHLAND – PURCHASER

GRANT LAND PROPERTY - SELLER

By: Cynthia D. Johnson
Its: City Manager



By: Grant Land Company
Its: Owner

Contract No: _____

ATTESTED:

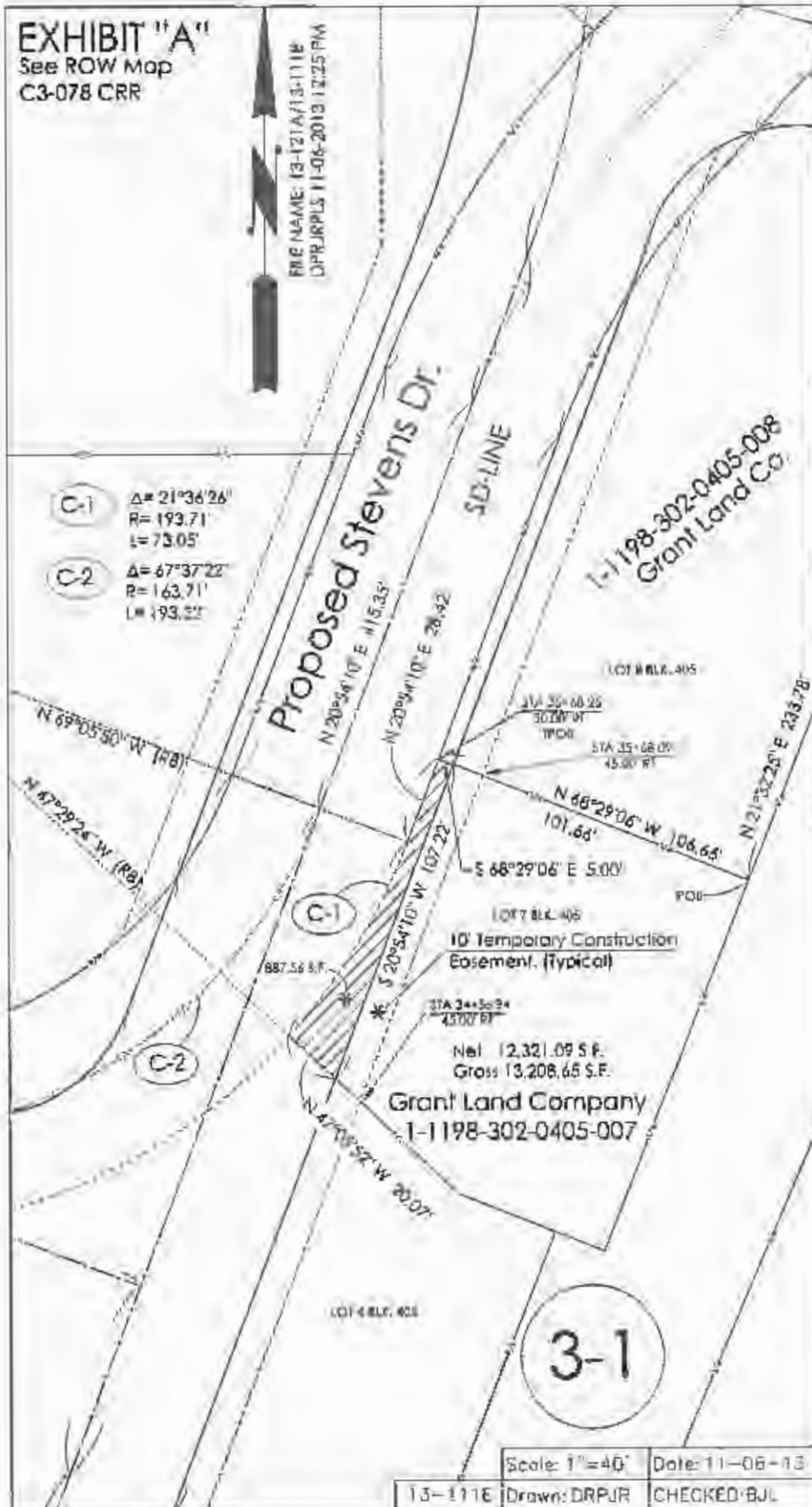
Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

Heather Kintzley
City Attorney

EXHIBIT "A"
See ROW Map
C3-078 CRR

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



Scale: 1"=40' Date: 11-06-13

13-111E Drawn: DRPJR CHECKED: BJL

EXHIBIT "A"
See ROW Map
C3-078 CRR

FILE NAME: 13-121A/13-111E
DPRJPLS 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
Grant Land Co.

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.

Grant Land Company
1-1198-302-0405-007

LOT 6 BLK. 405

3-1

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

13-111E

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this ____ day of _____, 2013 between the **CITY OF RICHLAND**, a Washington municipal corporation ("Purchaser"), and **GRANT LAND COMPANY**, a Washington limited liability company ("Seller").

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

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

(See Exhibits A & B)

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

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

1.4. Timing of Conveyance. The Property described in Section 1.1, shall be conveyed to Purchaser by a Quit Claim Deed ("Deed") subject to the permitted exceptions and at the time of payment. The Deed shall be delivered to Purchaser at closing.

2. Purchase Price. Purchasers shall pay to Seller as the Purchase Price for the Property or Property Rights the sum of Eleven Thousand Five Hundred Dollars (\$11,500.00) which includes Seven Thousand Seven Hundred and Seventy-Four Dollars (\$7,754.00) computed on a price of Six Dollars and Twenty-Five Cents (\$6.25) per square foot for One Thousand Two Hundred Forty and Fifty-Six Hundredths (1,240.56) square feet of property; One Thousand One Hundred Twelve Dollars (\$1,112.00) which includes Nine Sixty-Two Dollars (\$962.00) computed on a price of One Dollar Fifty Cents (\$1.50) per square foot for Six Hundred Forty-One square feet of improved asphalt pavement and One Hundred Fifty Dollars (\$150.00) computed on a price of Twenty-Five Cents (\$0.25) per square foot for Six Hundred squared feet of irrigated lawn improvements; and the sum of Two Thousand and Two Hundred Eighty Dollars (\$2,280.00) computed on a price of One Dollar and Twenty-Five Cents (\$1.25)

Contract No: _____

per square foot for One Thousand Eight Hundred Twenty-Three and Eighty-Four Hundredths (1,823.84) square feet of property for a temporary easement. The Temporary Easement will expire two years from the date this document is signed by all parties.

The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Cascade Title Company, and shall be paid to Seller at closing subject to all adjustments and proration as may be provided for elsewhere herein.

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

3.1. Title Review. Within ten (10) business days after the date of execution of this Agreement by both parties ("Execution Date"), Purchaser, at its sole cost and expense, shall obtain from Cascade Title Company ("Title Company") a title report on the Property, and copies of all documents referred to therein, and furnish same to Seller. For purposes of calculating time, the date of signing shall not count as the first business day.

3.2. Due Diligence. Upon execution of this Agreement by both parties, Purchaser is granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.1. Said due diligence period may be extended an additional thirty (30) business days upon written agreement by the Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.3. Mortgage/Financial Institution. The closing of this transaction is contingent upon approval of this Agreement by the Seller's mortgage company/financial institution holding a lien on the property. In the event Seller's mortgage company/financial institution determines not to approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.4. Council Approval. The closing of this transaction is contingent upon approval of this Agreement by the City Council of the City of Richland. In the event the Richland City Council determines not to approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further

obligation of either party to the other.

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

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

4.2. Closing Date. The closing of the transaction and delivery of all items shall occur at Cascade Title Company, and shall occur on a date mutually agreed to by Purchaser and Cascade Title Company with written notice to Seller.

5. Title. Upon closing of escrow as set forth in Section 4, title to the Property shall be conveyed by Seller to Purchaser by a duly executed Statutory Warranty Deed.

6. Covenants, Representations and Warranties.

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

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

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

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

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

Contract No: _____

6.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the date hereof and on the date of closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below incorrect or untrue.

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

6.2.2. Seller is a Washington limited liability company, duly formed and organized, validly existing and in good standing under the laws of the State of Washington. The Property is an asset belonging to Seller.

6.2.3. No special or general assessments have been levied against the Property except those disclosed in the preliminary title report, and Seller has not received written notice that any such assessments are threatened.

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

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

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

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

6.3.1. Purchaser represents that it has sufficient funds to close this transaction.

6.4. Survival of Covenants. The covenants, representations, and warranties contained in Section 6 of this Agreement shall survive the delivery and recording of the Deed from the Seller to the Purchaser.

7. Casualty and Condemnation.

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

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

8. Purchasers' Remedies. In the event of material breach of this Agreement by Seller, Purchaser shall have, as its sole remedies: (a) the right to pursue specific performance of this Agreement; (b) the right to terminate this Agreement; and (c) all remedies presently or hereafter available at law or in equity. Purchaser hereby waive all other remedies on account of a breach hereof by Seller.

9. Miscellaneous.

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

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

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

TO SELLERS:

Grant Land Company
C/O Beverly Grant-Reed
P.O. Box 789
Richland, WA 99352
Phone: 206-327-3783

TO PURCHASERS:

City of Richland
Attn: Public Works Department
505 Swift Boulevard
Richland, WA 99352
Phone: (509)942-7508
FAX: (509)942-7468

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

9.4. Assignments and Successors. Purchaser may not assign this Agreement without Seller's consent. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder.

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

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

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

9.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Purchase Agreement, and that the normal rule of construction providing that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase Agreement or any amendment or exhibits hereto. This is a fully integrated Agreement. There are no additional terms, conditions, or obligations binding upon the parties unless specifically referenced herein.

Contract No: _____

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

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

9.11. Full Performance and Survival. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger and be deemed the full performance and discharge of the obligations on the part of Purchaser and Seller to be performed hereunder. Certain clauses, covenants, warranties and indemnifications specifically provided herein or that can only be performed after closing shall survive the closing.

9.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, 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, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

9.13. Scrivener. The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of Seller under this Agreement. Seller is encouraged to review the completed contract with counsel before signing this Agreement.

IN WITNESS WHEREOF, the Purchasers have executed this Agreement as of the date first written above.

CITY OF RICHLAND – PURCHASER

GRANT LAND COMPANY - SELLER

By: Cynthia D. Johnson
Its: City Manager



By: Grant Land Company
Its: Owner

ATTESTED:

Marcia Hopkins, City Clerk

Contract No: _____

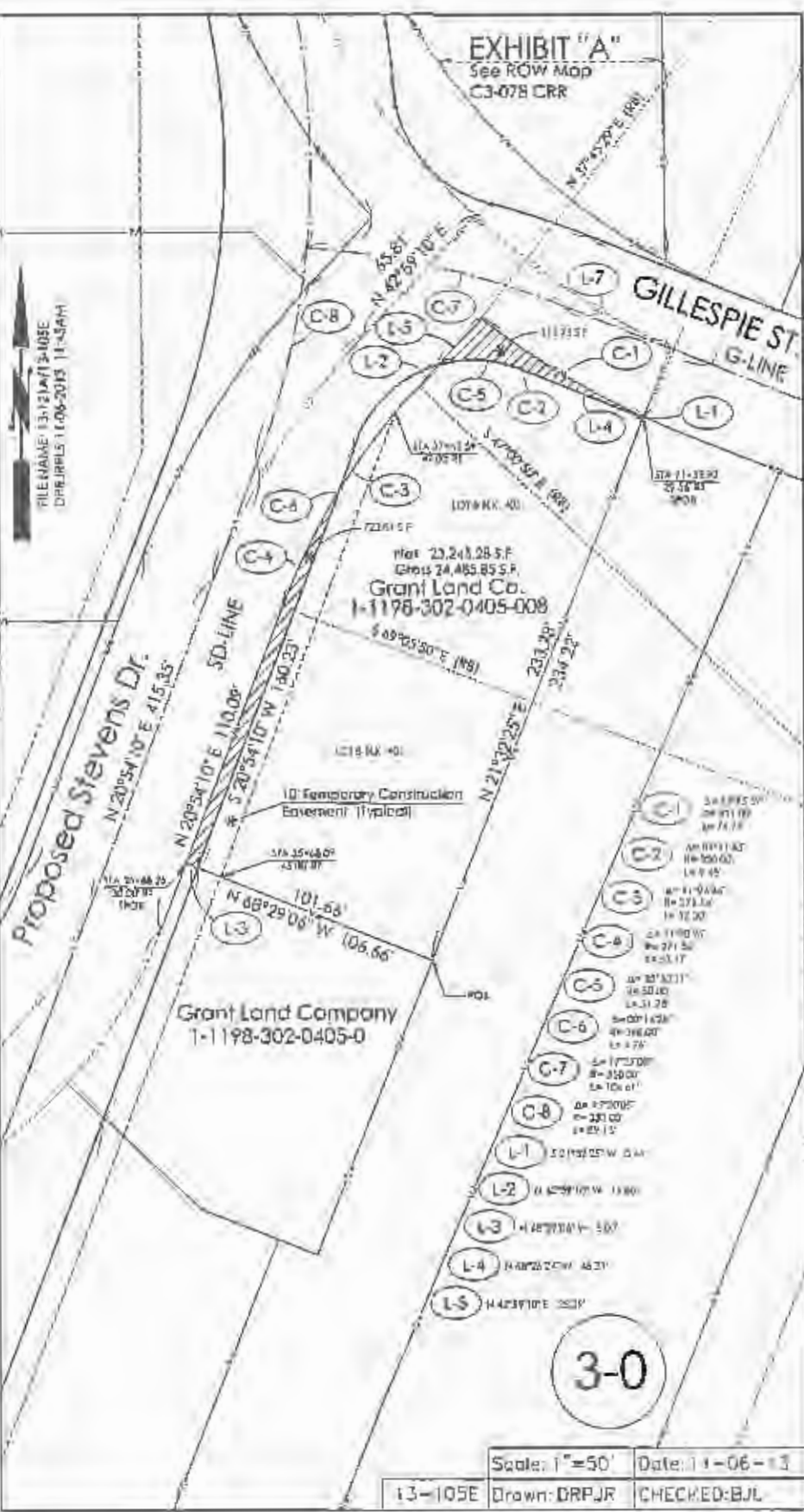
APPROVED AS TO FORM:

Heather Kintzley
City Attorney

EXHIBIT "A"

See ROW Map
C3-078 CRR

FILE NAME: 13-105E
DATE: APRIL 11-06-2013 11:34AM



3-0

Scale: 1"=50' Date: 11-06-13

13-105E Drawn: DRPJR CHECKED: BJL

WHEN RECORDED RETURN TO:

City Surveyor
City of Richland
840 Northgate Drive
Richland, WA 99352
MS#26

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

QUIT CLAIM DEED

Threat of Eminent Domain
WAC 458-61A-206-(1)

The Grantor, **Grant Land Company Corporation**, for the transfer of personal property and other good and valuable consideration, in hand paid, conveys and quit claims to **THE CITY OF RICHLAND**, a municipal corporation, any interest the Grantor has or may have, at the date of conveyance, in the property situated in the County of Benton, State of Washington, together with all after acquired title of the Grantor therein and described as follows:

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 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°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°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°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°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°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°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°45'29" East; Thence Southeasterly a distance of 76.74 feet along the arc of said curve, through a central angle of 13°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°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°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°00'26", along said Easterly right-of-way, of said Railroad Street, and said Westerly line of said Lot 8; Thence South 20°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°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"**.

Said Temporary Construction Easements shall expire on December 31, 2015.

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

Sign Name:

Print Name:
An authorized representative for:
Grant Land Company Corporation

STATE OF WASHINGTON)
 : SS
COUNTY OF BENTON)

On this ____day of _____ 2014, before me, the undersigned,
a Notary Public in and for the State of Washington, personally appeared,
_____an authorized representative for **Grant Land
Company Corporation**, and that he/she executed the foregoing
instrument, and acknowledged the said instrument to be the free and
voluntary act and deed for the uses and purposes therein mentioned,
and on oath state that he/she are authorized to execute the said
instrument.

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

Sign Name:

Notary Public in and for the State of
Washington; residing at_____
My appointment expires _____

Print Name:

APPROVED AS TO FORM:

CITY OF RICHLAND, WASHINGTON

HEATHER D. KINTZLEY
City Attorney

PETER K. ROGALSKY
Public Works Director

CYNTHIA D. JOHNSON
City Manager

MARCIA HOPKINS
City Clerk

STATE of WASHINGTON)
 :SS
COUNTY of BENTON)

On this ____day of _____, 2014, before me the undersigned, Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Cynthia D. Johnson**, and **Marcia Hopkins**, to me known to be the, City Manager and City Clerk, respectively, of the City of Richland, Benton County, Washington, the corporation that executed the foregoing instrument and acknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposed therein mentioned, and on oath stated that they are authorized to execute the said instrument.

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

Sign Name:

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

Print Name

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property (the "Agreement") is made and entered into this _____ day of _____, 2013 between the **CITY OF RICHLAND**, a Washington municipal corporation ("Purchaser"), and **GRANT LAND COMPANY**, ("Sellers"),

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

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

(see Exhibit A & B)

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

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

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

2. Purchase Price. Purchasers shall pay to Seller as the Purchase Price for the Property or Property Rights the sum of Seven Hundred Dollars (\$700) which includes Three Hundred Twenty-Three Dollars (\$323) computed on a price of Seven Dollars and No Cents (\$7.00) per square foot for Forty-Six and Fifteen Hundredths (46.15) square feet of property and Three Hundred Seventy Dollars (\$370) computed on a price of One Dollar and Forty Cents (\$1.40) per square foot for Two Hundred Eighty-Three and Thirty-Five Hundredths (283.35) square feet of property for a temporary easement. The Temporary Easement will expire two years from the date this document is signed by all parties.

The Purchase Price shall be paid by Purchasers to Seller in the form of all cash to be deposited in an escrow account with Cascade Title Company. These funds will be

deposited in escrow account with Cascade Title Company.

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

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

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

3.2. Due Diligence. Upon execution of this Agreement by both parties, Purchasers are granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.1. Said due diligence period may be extended an additional thirty (30) business days upon written mutual agreement by both Purchasers and Seller. Purchasers may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues. If the results of said review are unsatisfactory in Purchasers' opinion, Purchasers may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchasers under this Section 3.2, this Agreement shall terminate and be without any further force and effect, and without further obligation of either party to the other.

3.3. Mortgage/Financial Institution. The Closing of this transaction is contingent upon approval of this agreement by the Seller's mortgage company/financial institution holding a lien on the property.

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

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

4.1. Closing Costs. Purchaser shall pay all attorney's fees, recording costs, escrow closing costs, if applicable, and *the full* premium for a standard owner's policy of title insurance.

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

5. Title. Upon Closing of escrow as set forth in Section 4., title to the Property shall be conveyed by Seller to Purchasers by a duly executed Statutory Warranty Deed.

6. Covenants, Representations and Warranties.

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

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

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

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

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

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

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

6.2.2. Seller is a Washington municipal corporation, duly formed and organized,

Contract No: _____
validly existing and in good standing under the laws of the State of Washington.

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

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

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

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

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

6.3.1. Purchaser represents that it has sufficient funds to close this transaction.

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

7. Casualty and Condemnation.

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

7.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 7.1, or a taking or condemnation has occurred, or is threatened, which is not described

In Section 7.1., neither Purchasers nor Seller shall have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to (i) the cost to repair that portion of the Property so damaged by insured casualty, or (ii) an amount equal to the anticipated condemnation award, as applicable. At Closing, Purchasers shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

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

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

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

10. Miscellaneous.

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

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

10.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or

Contract No: _____

by certified, registered or Express United States Mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

TO SELLERS:

Grant Land Company
C/O Beverly Grant-Reed
P.O. Box 789
Richland, WA 99352
Phone: 206-327-3783

TO PURCHASERS:

City of Richland
Attn: Public Works Department
505 Swift Boulevard
Richland, WA 99352
Phone: (509)942-7500
FAX: (509)942-7468

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

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

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

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

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

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

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

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

Contract No: _____

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

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

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

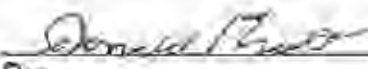
10.13. Scrivener. The party drafting this agreement is the City of Richland. The sellers are encouraged to review the contract with their own attorney, before signing this agreement.

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

CITY OF RICHLAND – PURCHASER

GRANT LAND COMPANY – SELLER

By: Cynthia D. Johnson
Its: City Manager



By:
Its: Owner

ATTESTED:

Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

Heather Kintzley
City Attorney

Stevens Drive ROW – Grant Land Company

QCD AF# 2001-029641

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

EXHIBIT "A"

See ROW Map
C3-078 CRR

10' Temporary Construction
Easement (Typical)

LOT 1 BLK. 405

LOT 5 BLK. 405

N 64°52'46" W (R8)
N 62°07'38" W (R8)

STA 27+79.55
45.00' LT

STA 27+54.05
35.00' LT

STA 27+31.16
45.00' LT

STA 27+40.78
28.84' LT
TPOB

ELLIOTT ST.

E-LINE

SD-LINE
Proposed
Stevens Dr.

C-1 $\Delta = 02^{\circ}45'08"$
R=315.00'
L=15.13'

L-1 S 00°50'37" E 13.55'

L-2 N 89°56'22" W 6.95'

2-9

Scale: 1"=30'

Date: 11-06-13

13-11-DE

Drawn: DRPJR

CHECKED: BJL

WHEN RECORDED RETURN TO:

City Surveyor
City of Richland
840 Northgate Drive
Richland, WA 99352
MS#26

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

QUIT CLAIM DEED

Threat of Eminent Domain
WAC 458-61A-206-(1)

The Grantor, **Grant Land Company Corporation**, for the transfer of personal property and other good and valuable consideration, in hand paid, conveys and quit claims to **THE CITY OF RICHLAND**, a municipal corporation, any interest the Grantor has or may have, at the date of conveyance, in the property situated in the County of Benton, State of Washington, together with all after acquired title of the Grantor therein and described as follows:

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°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°07'38" West; Thence Northeasterly a distance of 15.13 feet along the arc of said curve, through a central angle of 02°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°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"**.

Said Temporary Construction Easements shall expire on December 31, 2015.

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

Sign Name:

Print Name:
An authorized representative for:
Grant Land Company Corporation

STATE OF WASHINGTON)
 : SS
COUNTY OF BENTON)

On this ____day of _____ 2014, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared, _____an authorized representative for **Grant Land Company Corporation**, and that he/she executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath state that he/she are authorized to execute the said instrument.

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

Sign Name:

Notary Public in and for the State of
Washington; residing at_____
My appointment expires _____

Print Name:

APPROVED AS TO FORM:

CITY OF RICHLAND, WASHINGTON

HEATHER D. KINTZLEY
City Attorney

PETER K. ROGALSKY
Public Works Director

CYNTHIA D. JOHNSON
City Manager

MARCIA HOPKINS
City Clerk

STATE of WASHINGTON)
 : SS
COUNTY of BENTON)

On this ____day of _____, 2014, before me the undersigned, Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Cynthia D. Johnson**, and **Marcia Hopkins**, to me known to be the, City Manager and City Clerk, respectively, of the City of Richland, Benton County, Washington, the corporation that executed the foregoing instrument and acknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposed therein mentioned, and on oath stated that they are authorized to execute the said instrument.

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

Sign Name:

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

Print Name



Council Agenda Coversheet

Council Date: 04/15/2014

Category: Consent Calendar

Agenda Item: C12

Key Element: Key 2 - Infrastructure & Facilities

Subject: RESOLUTION NO. 48-14, AUTHORIZING A LOAN AGREEMENT WITH THE DEPARTMENT OF ECOLOGY

Department: Public Works

Ordinance/Resolution: 48-14

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Adopt Resolution No. 48-14, authorizing the City Manager to sign and execute a loan agreement with the Department of Ecology for improvements to the City's decant waste management facility.

Summary:

The City's stormwater management program includes street sweeping and storm drainage conveyance system cleaning. These programs maintain the proper operation of the system and reduce pollutants conveyed to the Columbia River, Yakima River, and Amon Wasteway. The programs generate waste materials. The City operates a decant waste management facility, located at the City's Shop facility. The facility was built approximately 17 years ago and has several shortcomings.

Staff and an engineering consultant completed an assessment and modification plan for the facility in 2012 and sought state funding for the recommended upgrades. The City was successful in their 2012 application to the Department of Ecology's State Revolving Loan fund for design and construction monies. The City proposes to designate the current site, with modifications, as the location to manage street sweepings waste as it is better suited for these generally drier wastes. The plan proposes to modify an existing lagoon facility at the Wastewater Treatment Facility to manage conveyance system cleaning wastes, which are generally wetter. This arrangement is likely to generate modest operational efficiencies as well because the staff and equipment conducting the conveyance system cleaning are based at the Wastewater Treatment Facility.

If the loan agreement is approved, engineering design for the upgrades will begin later this year with construction to be completed in the first half of 2015.

Fiscal Impact?

☒ Yes ☐ No

The 2014 - 2030 Capital Improvement Plan anticipated this funding source for the project. The proposed agreement provides attractive financing terms for the City, with an interest rate of 1.1% and a five-year repayment period. The loan will be repaid using Stormwater Utility rate revenue.

Attachments:

- 1) Resolution No. 48-12
- 2) Department of Ecology Loan Agreement - Decant Facility

City Manager Approved:

Hopkins, Marcia
Apr 10, 15:09:23 GMT-0700 2014

RESOLUTION NO. 48-14

A RESOLUTION of the City of Richland authorizing the execution of a loan agreement with the Washington State Department of Ecology for improvements to the City's decant waste management facility.

WHEREAS, in August 2012, the Washington State Department of Ecology re-issued the National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater Permit; and

WHEREAS, the NPDES permit requires the City to implement best management practices to reduce pollution conveyed to waters of the state, including the Columbia River, Yakima River, and Amon Wasteway; and

WHEREAS, the City has implemented street sweeping and stormwater conveyance system cleaning programs that generate waste; and

WHEREAS, the City of Richland's decant waste facility was constructed adjacent to the City Shops facility approximately seventeen years ago to manage waste generated from the street sweeping and conveyance system cleaning programs; and

WHEREAS, the City's current decant waste facility does not provide adequate space and features to manage the typically drier waste from street sweeping separately from the typically wetter waste from conveyance system cleaning; and

WHEREAS, the inability to manage wastes separately exposes the City to increased disposal costs, increased risk of waste cross-contamination, and increased operating costs; and

WHEREAS, the 2014-2030 Capital Improvement Plan includes a project to make improvements to the decant waste handling facilities; and

WHEREAS, the Washington State Legislature, during its 2013 session, approved loan and grant funds for this project; and

WHEREAS, the City has previously approved a grant funding agreement with the Washington State Department of Ecology for partial funding of this project; and

WHEREAS, the proposed loan agreement will complete funding for the proposed decant facility upgrades; and

WHEREAS, the loan terms require repayment over a five-year period with an interest rate of one and one-tenth percent (1.1%). These terms are advantageous to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the City Manager is directed to sign and execute the decant facility loan agreement with the Washington State Department of Ecology.

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 15th day of April, 2014.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



**WASHINGTON STATE WATER POLLUTION CONTROL REVOLVING FUND
LOAN AGREEMENT
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF RICHLAND**

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**WASHINGTON STATE WATER POLLUTION CONTROL REVOLVING FUND
LOAN AGREEMENT
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF RICHLAND
FOR
RICHLAND DECANT FACILITY RETROFIT AND RELOCATION**

THIS is a binding loan [LOAN] agreement entered into by and between the state of Washington Department of Ecology [DEPARTMENT] and City of Richland [RECIPIENT]. The purpose of this LOAN agreement is to provide funds to the RECIPIENT to carry out the activities for the project [PROJECT] described in this LOAN agreement.

This LOAN agreement consists of 50 pages and 8 attachments.

Capitalized terms used, but not otherwise defined, in this LOAN agreement are defined in ATTACHMENT 5.

PART I. GENERAL INFORMATION

PROJECT Title:	Richland Decant Facility Retrofit and Relocation
LOAN Number(s):	L1400029
Standard Interest LOAN Amount:	\$400,000
Interest Rate:	1.1 Percent
LOAN Term:	5 Years
State Fiscal Year:	2014

RECIPIENT Information

RECIPIENT Name:	City of Richland
Mailing Address:	PO Box 190 MS-26 Richland, WA 99352
FEDERAL TAXPAYER ID NUMBER:	91-6015119
Data Universal Numbering System (DUNS) Number:	0718502830000
PROJECT Contact:	Nancy Aldrich
PROJECT Manager:	Nancy Aldrich

Mailing Address:

**PO Box 190 MS-26
Richland, WA 99352**

Email Address:

naldrich@ci.richland.wa.us

Phone Number:

(509) 942-7508

Fax Number:

(509) 942-7468

DEPARTMENT Project Contact Information

PROJECT Manager:

Janel Bistrika

Email Address:

Janel.bistrika@ecy.wa.gov

Phone Number:

(509) 454-7277

Fax Number:

(509) 575-2809

Address

<input type="checkbox"/> Northwest WA State Department of Ecology Northwest Regional Office 3190 160 th Ave SE Bellevue, WA 98008-5452 Fax (425) 649-7098	<input checked="" type="checkbox"/> Central WA State Department of Ecology Central Regional Office 15 West Yakima Ave, Suite 200 Yakima, WA 98902-3452 Fax (509) 575-2809
<input type="checkbox"/> Southwest WA State Department of Ecology Southwest Regional Office P.O. Box 47775 Olympia, WA 98504-7775 Fax (360) 407-6305	<input type="checkbox"/> Eastern WA State Department of Ecology Eastern Regional Office N. 4601 Monroe Spokane, WA 99205-1295 Fax (509) 329-3570
<input type="checkbox"/> Bellingham WA State Department of Ecology Bellingham Field Office 1440 10th Street, Suite 102 Bellingham, WA 98225 Fax (360) 715-5225	

PROJECT Engineer:

Douglas Howie

Email Address:

Douglas.Howie@ecy.wa.gov

Phone Number:

(360) 407-6444

Address

**WA State Department of Ecology
Water Quality Program
P.O. Box 47600
Olympia, WA 98504-7600**

FINANCIAL Manager:

Jessica Schwing

Email Address:

Jessica.Schwing@ecy.wa.gov

Phone Number:

(360) 407-6216

Fax Number:
Address

(360) 407-7151
WA State Department of Ecology
Water Quality Program, FMS
P.O. Box 47600
Olympia, WA 98504-7600

Funding Source(s) for This LOAN agreement:

This LOAN agreement may be funded in part or in full with federal funds (Catalog of Federal Domestic Assistance Number 66.458) passed through to the RECIPIENT by the DEPARTMENT. As a “sub-recipient” of federal funds, the RECIPIENT may be subject to certain requirements contained in OMB Circular A-133. Specifically, if the RECIPIENT or sub-recipient has expended a cumulative total (direct or pass through) of \$500,000 or more in federal awards in a fiscal year, an audit may be required in accordance with OMB Circular A-133. If the DEPARTMENT uses federal funds to reimburse eligible costs incurred for this PROJECT as part of this LOAN agreement, in January of each year, the DEPARTMENT’s fiscal office will notify the RECIPIENT of the amount of federal funds that have been expended.

(Federal funding for this AGREEMENT is provided from Capitalization Grants and state match for Clean Water State Revolving Funds; Environmental Protection Agency, Office of Water.)

Specific Funding Categories:

Standard Loan: ☒ Yes ☐ No

Amount: \$400,000

Loan for Green Project Reserves: ☐ Yes ☒ No

Green Infrastructure Amount: \$

Water Efficiency Amount: \$

Energy Efficiency Amount: \$

Innovative Amount: \$

TOTAL Amount: \$

Forgivable Principal Subsidy for Green Project Reserves: ☐ Yes ☒ No

Green Infrastructure Amount: \$

Water Efficiency Amount: \$

Energy Efficiency Amount: \$

Innovative Amount: \$

TOTAL Amount: \$

Forgivable Principal Subsidy (Hardship): ☐ Yes ☒ No

Amount: \$

State Centennial Loan Funds: ☐ Yes ☒ No

Amount \$

GENERAL LOAN INFORMATION:

Increased Oversight: ☐ Yes ☒ No

Useful life of the PROJECT: 20 Years

PROJECT TYPE: *Check all that apply*

Facilities Project: ☒ Yes ☐ No

Stormwater Project: ☒ Yes ☐ No

Green Project Reserves: ☐ Yes ☒ No

Activities Project: ☐ Yes ☒ No

LOAN SECURITY: *Check all that apply*

Does this LOAN agreement and the LOAN to be made constitute Revenue Secured Lien Obligation of the RECIPIENT? ☒ Yes ☐ No

Does this LOAN agreement and the LOAN to be made constitute a general obligation debt of the RECIPIENT or the state of Washington? ☐ Yes ☒ No

Does this LOAN agreement and the LOAN to be made constitute a valid general obligation of the RECIPIENT payable from special assessments? ☐ Yes ☒ No

Is this LOAN secured with dedicated revenue through a Tribal Governmental Enterprise?
☐ Yes ☒ No

IMPORTANT DATES:

Estimated Project Start Date: August 1, 2013

Estimated Initiation of Operation (I of O): ☒ Yes ☐ No If yes, Date: December 31, 2014

Estimated Project Completion Date: December 31, 2014

Other Milestone or Target Dates: ☐ Yes ☒ No

Post Project Assessment Date (see Part IV and ATTACHMENT 4): December 31, 2017

Effective Date: August 1, 2013

PART II. PROJECT SUMMARY

The RECIPIENT operates a 15 year old decant facility, located at the City's Shop site, used to dry out waste from street sweeping and storm drain vector activities. The facility is undersized for current needs. The existing post-decant sedimentation storage is insufficient and results in unnecessary sediment discharges to the sanitary sewer and significant maintenance problems requiring additional cleaning of deep catch basins and sediment from the downstream oil/water separator. The existing layout and required truck routing creates maneuvering problems for the vector trucks.

Along with being undersized, combining street sweeping and vector waste presents additional operational problems. Street sweepings do not require testing prior to landfill disposal. Storm drain waste must be tested prior to disposal to determine at which landfill it can be placed. At the current decant facility, it has become difficult to keep the waste separated so that it doesn't all become contaminated.

This project proposes moving the vector truck (storm drain) waste to the Wastewater Treatment Facility lagoon site while continuing to dump street sweepings at the existing decant facility. The decant facility will undergo a retrofit to remove the existing catch basins that serve to settle out solids, and replace it with a ramp-style basin. This will increase the settling volume to more effectively remove sediments from street sweeping seepage.

The Wastewater Treatment Facility lagoon will be retrofitted to decant and store the vector truck waste. The upper end of the treatment train will be the decant area, where the waste dries out. Decanted vector waste will be stored at the top of the decant pad until it is tested and hauled to the appropriate landfill.

PART III. PROJECT BUDGET

Elements (Tasks)	Total PROJECT Cost	Total Eligible PROJECT Cost	Loan Amount
1. Project Administration/ Management	\$2,000	\$2,000	\$2,000
2. Facility Planning and Design	\$22,000	\$22,000	\$22,000
3. Construction	\$356,000	\$356,000	\$356,000
4. Construction Management	\$20,000	\$20,000	\$20,000
5. Change Orders	\$0	\$0	\$0
Total	\$400,000	\$400,000	*\$400,000

*The DEPARTMENT'S Fiscal Office will track to the total eligible LOAN amount. However, the RECIPIENT cannot deviate among elements without DEPARTMENT approval.

Other Funding Sources: ☐ Yes (if Yes, list sources and amounts) ☒ No

PART IV. GOALS, OUTCOMES, AND POST PROJECT ASSESSMENT

(See Important Dates in Part I and Post Project Assessment in Attachment 4)

- A. Financial Assistance Water Quality Project Goals: One or more of the selected following goals apply to this project:
- ☐ Severe Public Health Hazard or Public Health Emergency eliminated.
 - ☒ Designated beneficial uses will be restored or protected, 303(d)-Listed water bodies restored to water quality standards, and healthy waters prevented from being degraded.
 - ☐ Regulatory compliance with a consent decree, compliance orders, TMDL or waste load allocation achieved.
- B. Water Quality Project Outcomes: The following are quantitative results anticipated from the project.
1. Reduction in pollutant loading to the Columbia and Yakima Rivers due to an expanded and more reliable street sweeping program.
- C. Does this PROJECT address a TMDL: ☐ Yes ☒ No
- D. Environmental Mitigation: ☐ Yes ☒ No If Yes, list the environmental mitigation measures:

PART V. SCOPE OF WORK

Task 1 - Project Administration/Management

- A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of PROJECT records; submittal of payment vouchers, fiscal forms, progress reports, and the final report; compliance with applicable procurement, contracting, and interlocal agreement requirements; attainment of all required permits, licenses, easements, or property rights necessary for the PROJECT; and submittal of required performance items.
- B. The RECIPIENT will manage the PROJECT. Efforts will include: conducting, coordinating, and scheduling PROJECT activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT will carry out this PROJECT in accordance with any completion dates outlined in this LOAN agreement.
- C. The RECIPIENT will ensure the project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project-related work.

Required Performance:

1. Effective administration and management of this project.
2. Timely submittal of all required performance items, progress reports, financial vouchers and the final project report.
3. Maintenance of all project records.
4. Write and submit a one to two page summary of project accomplishments and outcomes at project completion, including pictures, to be published in the DEPARTMENT's Annual Water Quality Financial Assistance Report following the DEPARTMENT's water quality stories format.

Task 2 - Facility Planning and Design

- A. The RECIPIENT will submit two hard copies and one digital copy of the Pre-design report to the DEPARTMENT for review. At its discretion, the DEPARTMENT may request 60 percent complete design plans for review. Based on receipt of the Pre-design report or the 60 percent complete design plans, the DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans. The RECIPIENT agrees to respond to the DEPARTMENT's comments prior to project construction. The DEPARTMENT reserves the right to refuse payment for project elements that are inconsistent with the appropriate design criteria and grant requirements.
- B. The RECIPIENT will prepare a State Environmental Review Process (SERP) packet in coordination with the DEPARTMENT's Project Manager and SERP Coordinator. The RECIPIENT will also submit documentation to the DEPARTMENT to facilitate cultural resources review. Costs incurred for construction activities that occur before SERP approval and cultural resources review will not be eligible for reimbursement.
- C. Prior to advertising for contractor bids, the RECIPIENT will submit two hard copies and one digital copy of the final plans and specifications to the DEPARTMENT's Project Manager for review. The DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans. The DEPARTMENT's Project Manager will work with the DEPARTMENT's engineer to review the plans and specifications for consistency with the appropriate design criteria and grant requirements. The RECIPIENT must justify significant deviations from the following:
 1. The Stormwater Management Manual for Eastern Washington(SWMMEW) which may be found at: <http://www.ecy.wa.gov/programs/wq/stormwater/tech.html> or the Eastern Washington Low Impact Development Guidance Manual which may be found at: <https://fortress.wa.gov/ecy/publications/publications/1310036.pdf>, or equivalent design manuals.
 2. Equivalent manual as developed by the local jurisdiction and approved by the DEPARTMENT.
 3. Good engineering practices and generally recognized engineering standards.
 4. The project pre-design report.

- D. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal to the DEPARTMENT.
- E. The RECIPIENT will prepare and submit a projected construction schedule to the DEPARTMENT.
- F. The RECIPIENT will submit to the DEPARTMENT a current, updated construction cost estimate and updated project schedule, along with each plans and specifications submittal.
- G. The RECIPIENT will submit all pre-design figures and construction plans to the DEPARTMENT, reduced to 11" x 17" in size. The RECIPIENT may bind them with the specifications or related construction contract documents or bound as a separate document. All reduced drawings must be legible.
- H. The RECIPIENT will complete the facility designs within one year after the execution of this AGREEMENT.

Required Performance:

- 1. Submittal of copies of all executed contracts for engineering services under this task. The RECIPIENT must submit contracts before the DEPARTMENT will provide reimbursement for work performed under this task.
- 2. Submittal of documentation of the RECIPIENT's process for procuring engineering services.
- 3. Submittal of pre-design report for DEPARTMENT review and approval.
- 4. Submit two copies of the SERP packet and the cost effectiveness analysis for DEPARTMENT review and concurrence.
- 5. Submittal of investment Grade Efficiency Audit documentation.
- 6. A copy of all executed contracts for engineering and design work to be performed under this task. The RECIPIENT must submit contracts before the DEPARTMENT will provide reimbursement for work performed under this task.
- 7. Two copies of the draft and final design to the DEPARTMENT for review and approval.
- 8. Submit two copies of the SERP packet, and cultural resources review documents for DEPARTMENT review and concurrence.

Task 3 - Project Construction

- A. The RECIPIENT will include the DEPARTMENT's specification insert in the bid documents. The RECIPIENT will execute a contract with the low responsive responsible bidder to construct the PROJECT.
- B. The RECIPIENT will complete the construction of the proposed decant facility in accordance with the approved Plans and Specifications. The construction project will include permanent stormwater best management practices.

- C. The RECIPIENT will conduct a pre-construction conference and invite DEPARTMENT staff.
- D. The RECIPIENT will submit to the DEPARTMENT's Project Manager a copy of the construction contract within 30 days of execution.

Required Performance:

- 1. Satisfactory completion of the PROJECT in conformance with the approved Plans and Specifications.
- 2. The RECIPIENT will submit all required submittals as described in the General Project Management Guidelines (Attachment 4), including:
 - a. Bid Tabs, the Notice of Award, and a copy of the executed contract. The RECIPIENT must submit Bid Tabs, the Notice of Award, and a copy of the executed contract before the DEPARTMENT will provide reimbursement for work performed under this task.
 - b. Copy of the advertisement for bids and the affidavit of publication.
 - c. Copy of the notice to proceed.
 - d. Minutes of the pre-construction meeting.

Task 4 – Construction Management

- A. The RECIPIENT will provide adequate and competent construction management and inspection for the PROJECT. This may involve procuring the professional services.
- B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan and submit it to the DEPARTMENT for approval. This plan must describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.
- C. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to the DEPARTMENT. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.
- D. Upon completion of construction, the RECIPIENT will provide the DEPARTMENT's Project Manager with a set of "as-built" plans (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction).
- E. The RECIPIENT will prepare an Operation and Maintenance (O&M) manual amendment that addresses the equipment installed under this PROJECT. The O&M amendment must be sufficient to allow the operator to operate the facility within the permit limits.
- F. Upon project completion, the RECIPIENT will submit the Declaration of Construction Completion form to the DEPARTMENT in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans and specifications and major change orders approved by the DEPARTMENT, and is accurately shown on the as-built plans.

Required Performance:

1. Submittal of a copy of all executed contracts for engineering services and construction performed under this task. The RECIPIENT must submit executed contracts before the DEPARTMENT will provide reimbursement for work performed under this task.
2. Documentation of the RECIPIENT's process for procuring engineering services.
3. Submittal of a Construction Quality Assurance Plan.
4. Submittal of "as-built" plans.
5. Submittal of an Operation and Maintenance Manual or amendment.
6. Submittal of a Declaration of Construction completion.

Task 5 – Change Orders.

- A. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the PROJECT.
- B. The RECIPIENT will submit the change orders to the DEPARTMENT for approval as described in the General Project Management Guidelines (Attachment 4).

Required Performance:

1. Submittal of all change orders. Changes to the construction contract must be approved prior to reimbursement for work performed under this task.

PART IV. SPECIAL TERMS AND CONDITIONS

Use of Force Account

In the event the RECIPIENT elects to use its own forces to accomplish eligible project work, the RECIPIENT acknowledges that it has the legal authority to perform the work and adequate and technically qualified staff to perform the work without compromising other government functions. The RECIPIENT must track and report the force account work submitted to the DEPARTMENT for reimbursement.

Use of American Iron and Steel

This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the PROJECT are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. Waiver from this requirement may be requested from the Administrator of the Environmental Protection Agency. This provision does not apply if the engineering plans and specifications for the PROJECT were approved by the DEPARTMENT prior to January 17, 2014. The DEPARTMENT reserves the right to request documentation of RECIPIENT'S compliance with this provision.

PART VII. LOAN INTEREST RATE AND TERMS

Source and Availability; LOAN Amounts; LOAN Terms

This LOAN agreement will remain in effect until the date of final repayment of the LOAN, unless terminated earlier according to the provisions herein.

Subject to all of the terms, provisions, and conditions of this LOAN agreement, and subject to the availability of funds, the DEPARTMENT will loan to the RECIPIENT the sum of four hundred thousand dollars (\$400,000).

When the PROJECT Completion Date has occurred, the DEPARTMENT and the RECIPIENT will execute an amendment to this LOAN agreement which details the final LOAN amount (Final LOAN Amount), and the DEPARTMENT will prepare a final LOAN repayment schedule, in the form of ATTACHMENT 8. The Final LOAN Amount will be the combined total of actual disbursements made on the LOAN and all accrued interest to the computation date.

The Estimated LOAN amount and the Final LOAN amount (in either case, as applicable, a “LOAN Amount”) will bear interest at the rate of 1.1 percent per annum, calculated on the basis of a 365 day year. Interest on the Estimated LOAN Amount will accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final LOAN Amount will be repaid in equal installments semiannually over a term of 5 years, as provided in ATTACHMENT 8.

PART VIII. ALL AGREEMENTS CONTAINED HEREIN

The RECIPIENT will ensure this PROJECT is completed according to the details of this LOAN agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project-related work, if approved by the DEPARTMENT.

Webpage addresses may be provided throughout this LOAN agreement for your convenience, however, if any of these addresses do not work, it is the responsibility of the RECIPIENT to contact the DEPARTMENT for the updated webpage address or the necessary information.

The following contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein:

- This LOAN agreement
- ATTACHMENT 1: Opinion of RECIPIENT’s Legal Counsel
- ATTACHMENT 2: Authorizing Ordinance or Resolution
- ATTACHMENT 3: Preaward Compliance Review Report for All Applicants Requesting Federal Assistance
- ATTACHMENT 4: General Project Management Requirements
- ATTACHMENT 5: Agreement Definitions
- ATTACHMENT 6: LOAN General Terms and Conditions (Pertaining to Grant and Loan Agreements) of the Department of Ecology
- ATTACHMENT 7: The Federal Funding Accountability and Transparency Act (FFATA) & The Clean Water State Revolving Fund Initial Data Reporting Sheet
- ATTACHMENT 8: Estimated LOAN Repayment Schedule

- The effective edition, at the signing of this LOAN agreement, of the DEPARTMENT's *“Administrative Requirements for Recipients of Ecology Grants and Loans”*
- The associated funding guidelines that correspond to the Fiscal Year in which the project is funded
- The applicable statutes and regulations
- As a subrecipient of federal funds (Catalogue of Federal Domestic Assistance Number 66.458) , the RECIPIENT must comply with the following federal regulations:
OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
OMB Circular A-133, Compliance Supplement
OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments
OMB Circular A-102, Uniform Administrative Requirements

No changes, additions, or deletions to this LOAN agreement will be authorized without a formal written amendment, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the loan budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

By signing this LOAN agreement, the RECIPIENT acknowledges that opportunity to thoroughly review the terms of this LOAN agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, or guidelines mentioned in this LOAN agreement was given.

IN WITNESS WHEREOF, the DEPARTMENT and the RECIPIENT have signed this LOAN agreement as of the dates set forth below, to be effective as provided above.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CITY OF RICHLAND

HEATHER R. BARTLETT DATE
WATER QUALITY
PROGRAM MANAGER

CYNTHIA D. JOHNSON DATE
CITY MANAGER, ICMA-CM

APPROVED AS TO FORM ONLY
ASSISTANT ATTORNEY GENERAL
(October 29, 2009)

Boilerplate Update August 15, 2013

ATTACHMENT 1: OPINION OF RECIPIENT'S LEGAL COUNSEL

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of City of Richland [the RECIPIENT], and I have examined any and all documents and records pertinent to the LOAN agreement.

Based on the foregoing, it is my opinion that:

- A. The RECIPIENT is a duly organized and legally existing municipal corporation or political subdivision under the laws of the state of Washington or a federally recognized Indian tribe;
- B. The RECIPIENT has the power and authority to execute and deliver and to perform its obligations under the LOAN agreement;
- C. The LOAN agreement has been duly authorized and executed by RECIPIENT's authorized representatives and, to my best knowledge and after reasonable investigation, all other necessary actions have been taken to make the LOAN agreement valid, binding, and enforceable against the RECIPIENT in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors' rights and principles of equity if equitable remedies are sought;
- D. To my best knowledge and after reasonable investigation, the LOAN agreement does not violate any other agreement, statute, court order, or law to which the RECIPIENT is a party or by which it or its properties are bound;
- E. There is currently no litigation seeking to enjoin the commencement or completion of the PROJECT or to enjoin the RECIPIENT from entering into the LOAN agreement or from accepting or repaying the LOAN. The RECIPIENT is not a party to litigation which will materially affect its ability to repay such LOAN on the terms contained in the LOAN agreement; and
- F. The LOAN agreement constitutes a valid obligation of the RECIPIENT payable from the Net Revenues of the Utility.

Capitalized terms used herein will have the meanings ascribed thereto in the LOAN agreement between the RECIPIENT and the DEPARTMENT.

RECIPIENT's Legal Counsel

Date

ATTACHMENT 2: AUTHORIZING ORDINANCE OR RESOLUTION

ATTACHMENT 3: PREAWARD COMPLIANCE REVIEW REPORT FOR ALL APPLICANTS REQUESTING FEDERAL ASSISTANCE

Form available electronically at: <http://www.epa.gov/ogd/forms/forms.htm>
(Super crosscutter: required for all loans, except Centennial)

Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance Note: Read instructions on page two of this attachment.		
I. Applicant/Recipient (Name, Address, State, Zip Code).		DUNS No.
II. Is the applicant currently receiving EPA assistance?		
III. List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)		
IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective action taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)		
V. List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or AGREEMENTs based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))		
VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below. _ a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b). b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. § 7.70) applies.		
VII.* Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its programs or activities? (40 C.F.R. § 5.140 and § 7.95) _ a. Do the methods of notice accommodate those with impaired vision or hearing? b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? c. Does the notice identify a designated civil rights coordinator?		
VIII.* Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. § 7.85(a))		
IX.* Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166)		
X.* If the applicant/recipient is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.		
XI* If the applicant/recipient is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet address for, or a copy of, the procedures. _		
For the Applicant/Recipient _ I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations. _		
A. Signature of Authorized Official _	B. Title of Authorized Official	C. Date
For the U.S. Environmental Protection Agency _ I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations. _		
A. Signature of Authorized EPA Official _ See ** note on reverse side.	B. Title of Authorized EPA Official	C. Date _

General

Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment).

Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities.

Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities.

The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission.

Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution.

40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972.

40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973.

The Executive Order 13166 (E.O. 13166) entitled; "Improving Access to Services for Persons with Limited English Proficiency" requires Federal agencies work to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

Items

"Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Recipient" means any entity, other than applicant, which will actually receive EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed.

"Civil rights compliance review" means any review assessing the applicant's and/or recipient's compliance with laws prohibiting discrimination on the basis of race, color, national origin, sex, age, or disability.

Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission.

If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable."

In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification.

* Questions VII – XI are for informational use only and will not affect an applicant's grant status. However, applicants should answer all questions on this form. (40 C.F.R. Parts 5 and 7).

** Note: Signature appears in the Approval Section of the EPA Comprehensive Administrative Review For Grants/Cooperative AGREEMENTs & Continuation/Supplemental Awards form.

Approval indicates, in the reviewer's opinion, questions I – VI of Form 4700-4 comply with the preaward administrative requirements for EPA assistance.

"Burden Disclosure Statement"

EPA estimates public reporting burden for the preparation of this form to average 30 minutes per response. This estimate includes the time for reviewing instructions, gathering and maintaining the data needed and completing and reviewing the form. Send comments regarding the burden estimate, including suggestions for reducing this burden, to:

U.S. EPA, Attn: Collection Strategies Division (MC 2822T), Office of Information Collection, 1200 Pennsylvania Ave., NW, Washington, D.C. 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

The information on this form is required to enable the U.S. Environmental Protection Agency to determine whether applicants and prospective recipients are developing projects, programs and activities on a nondiscriminatory basis as required by the above statutes and regulations.

ATTACHMENT 4: GENERAL PROJECT MANAGEMENT REQUIREMENTS

FOR THE WASHINGTON STATE WATER POLLUTION CONTROL REVOLVING FUND
AND CENTENNIAL CLEAN WATER PROGRAM PROJECTS
(UNLESS MODIFIED BY A SPECIAL TERM AND CONDITION IN PART V.)

ACCOUNTING STANDARDS

The RECIPIENT will maintain accurate records and accounts for the PROJECT ("PROJECT Records") in accordance with Chapter 43.09.200 RCW "Local Government Accounting - Uniform System of Accounting."

These PROJECT Records will be separate and distinct from the RECIPIENT's other records and accounts (General Accounts). Eligible costs will be audited every other year or annually if more than \$500,000 of federal funds are received in any given year. Audits will be performed by an independent, certified accountant or state auditor, which may be part of the annual audit of the General Accounts of the RECIPIENT. If the annual audit includes an auditing of this PROJECT, a copy of such audit, including all written comments, recommendations, and findings, will be furnished to the DEPARTMENT within 30 days after receipt of the final audit report.

ACTIVITIES PROJECTS: TECHNICAL ASSISTANCE

Technical assistance for agriculture activities provided under the terms of this LOAN will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, technical assistance, proposed practices, or PROJECT designs that do not meet these standards may be accepted if approved in writing by the NRCS and the DEPARTMENT.

ACTIVITIES PROJECTS: BEST MANAGEMENT PRACTICES

Best Management Practices (BMPs) intended primarily for production, operation, or maintenance are not eligible. BMPs must be pre approved by the DEPARTMENT.

AUTHORITY

Authority of RECIPIENT

This LOAN agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the ordinance or resolution attached as ATTACHMENT 2.

Opinion of RECIPIENT's Legal Counsel

The DEPARTMENT has received an opinion of legal counsel to the RECIPIENT in the form and substance of Attachment 1.

CERTIFICATIONS

The RECIPIENT certifies by signing this LOAN agreement that all negotiated interlocal agreements necessary for the PROJECT are, or will be, consistent with the terms of this LOAN agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT will submit a copy of each interlocal agreement necessary for the PROJECT to the DEPARTMENT.

The RECIPIENT certifies by signing this LOAN agreement that all applicable requirements have been satisfied in the procurement of professional services and that eligible and ineligible costs are separated

and identifiable. The RECIPIENT will submit a copy of the final negotiated agreement to the DEPARTMENT for eligibility determination.

The RECIPIENT certifies by signing this LOAN agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or will be, met in procuring qualified architectural/engineering services. The RECIPIENT will identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to the DEPARTMENT.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT will provide immediate written notice to the DEPARTMENT if at any time the RECIPIENT learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. The RECIPIENT may contact the DEPARTMENT for assistance in obtaining a copy of those regulations.
4. The RECIPIENT agrees it will not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. The RECIPIENT acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. The RECIPIENT agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the DEPARTMENT before requests for reimbursements will be approved for payment. The RECIPIENT must run a search in www.sam.gov and print a copy of completed searches to document proof of compliance.

CLEAN WATER STATE REVOLVING FUND DATA REPORTING SHEET (DATA REPORTING SHEET)

The RECIPIENT will submit the completed Data Reporting Sheet to the DEPARTMENT. The completed and signed Data Reporting Sheet will be included in this LOAN agreement as ATTACHMENT 7 (see ATTACHMENT 7 for further instructions).

COMMENCEMENT OF WORK

The DEPARTMENT reserves the right to terminate this LOAN agreement if work does not commence on the project within 4 months after the DEPARTMENT's deadline for signing this LOAN agreement.

COVENANTS AND AGREEMENTS

Acceptance

The RECIPIENT accepts and agrees to comply with all terms, provisions, conditions, and commitments of this LOAN agreement, including all incorporated and referenced documents, and to fulfill all assurances, declarations, representations, and commitments made by the RECIPIENT in its application, accompanying documents, and communications filed in support of its request for a LOAN.

Accounts and Records

The RECIPIENT will keep proper and separate accounts and records in which complete and separate entries will be made of all transactions relating to this LOAN agreement. The RECIPIENT will keep such records for six years after receipt of final LOAN disbursement.

Alteration and Eligibility of PROJECT

During the term of this LOAN agreement, the RECIPIENT (i) will not materially alter the design or structural character of the PROJECT without the prior written approval of the DEPARTMENT and (ii) will take no action which would adversely affect the eligibility of the PROJECT as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

Collection of ULID Assessments (if used to secure the repayment of this LOAN)

All ULID Assessments in the ULID will be paid into the LOAN Fund and used to pay the principal of and interest on the LOAN. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

Free Service

The RECIPIENT will not furnish Utility service to any customer free of charge if providing that free service will affect the RECIPIENT's ability to meet the obligations of this LOAN agreement.

Insurance

The RECIPIENT will at all times carry fire and extended coverage, public liability and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it will self-insure or will participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

Levy and Collection of Taxes (if used to secure the repayment of this LOAN)

For so long as the LOAN is outstanding, the RECIPIENT irrevocably pledges to include in its budget

and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the LOAN, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Maintenance and Operation of a Funded Utility

The RECIPIENT will at all times maintain and keep a funded Utility in good repair, working order and condition and also will at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this LOAN)

For so long as the LOAN is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the LOAN.

Reserve Requirement

For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the LOAN equivalent to at least the Average Annual Debt Service on the LOAN during the first five years of the repayment period of the LOAN. This amount will be deposited in a Reserve Account in the LOAN Fund in approximately equal annual payments commencing within one year after the Initiation of Operation or the PROJECT Completion Date, whichever comes first.

“Reserve Account” means, for a LOAN that constitutes Revenue-Secured Debt, an account of that name created in the LOAN Fund to secure the payment of the principal and interest on the LOAN. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (i) to make, in part or in full, the final repayment to the DEPARTMENT of the LOAN Amount or, (ii) if not so applied, for any other lawful purpose of the RECIPIENT once the LOAN Amount, plus interest and any other amounts owing to the DEPARTMENT, have been paid in full.

Sale or Disposition of Utility

The RECIPIENT will not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities or other part of the Utility, or any real or personal property comprising a part of the Utility unless one of the following applies:

1. The facilities or property transferred are not material to the operation of the Utility; or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility; or are no longer necessary, material, or useful to the operation of the Utility.
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the Utility.
3. The RECIPIENT receives from the transferee an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and LOAN Funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

The proceeds of any transfer under this paragraph will be used (i) to redeem promptly or irrevocably

set aside for the redemption of, Senior Lien Obligations and to redeem promptly the LOAN, or (ii) to provide for part of the cost of additions to and betterments and extensions of the Utility.

CULTURAL AND HISTORIC RESOURCES PROTECTION

The RECIPIENT must comply with all requirements listed in Section 106 of the National Historic Preservation Act or Executive Order 05-05 prior to implementing any project that involves soil disturbing activity.

The RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to the DEPARTMENT's project manager prior to any soil disturbing activities. The EZ-1 Form must be submitted to the DEPARTMENT's Project Manager at least eight weeks prior to the start of soil disturbing activity to prevent delays. The DEPARTMENT will contact the Department of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to fulfill Section 106 or Executive Order 05-05 requirements. Any prior communication between the RECIPIENT, the DAHP, and the tribes is not sufficient to meet requirements. Any mitigation measures as an outcome of this process will be requirements of this agreement.

Any soil disturbing activities that occur prior to the completion of the Section 106 or Executive Order 05-05 process will not be eligible for reimbursement. Activities associated with cultural resources review are grant eligible and reimbursable.

The Washington State Department of Archaeology and Historic Preservation provide guidance on-line.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this LOAN agreement.

Non-discrimination Provision. The RECIPIENT will not discriminate on the basis of race, color, national origin or sex in the performance of this LOAN agreement. The RECIPIENT will carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this LOAN agreement which may result in the termination of this contract or other legally available remedies.

The RECIPIENT will comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this LOAN agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from the DEPARTMENT. The RECIPIENT will, however, be given a reasonable time in which to cure this noncompliance.

Fair Share Objective/Goals, 40 CFR, Part 33, Subpart D. If the dollar amount of this LOAN agreement or the total dollar amount of all of the RECIPIENT's financial assistance agreements in the current federal fiscal year from the Revolving Fund is over \$250,000, the RECIPIENT accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **Office of Minority**

Women Business Enterprises as follows:

Construction	10.00% MBE	6.00% WBE
Supplies	8.00% MBE	4.00% WBE
Services	10.00% MBE	4.00% WBE
Equipment	8.00% MBE	8.00% WBE

By signing this LOAN agreement the RECIPIENT is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **Office of Minority Women Business Enterprises**.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this LOAN agreement. Records documenting compliance with the following six good faith efforts will be retained:

- 1) Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. *Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.*
- 2) Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, requiring the subcontractors to take the five good faith efforts in paragraphs 1 through 5 above.

MBE/WBE Reporting, 40 CFR, Part 33, Sections 33.302, 33.502 and 33.503. The RECIPIENT agrees to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its DBE subcontractors, and EPA Form 6100-4 DBE Subcontractor Utilization Form to all its prime contractors. These forms may be obtained from the DEPARTMENT's Water Quality Program financial assistance website.

EPA Form 6100-2 – The RECIPIENT must document that this form was received by DBE subcontractor. DBE subcontractors may submit the completed form to the EPA Region 10

DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract.

EPA Form 6100-3 – This form must be completed by DBE subcontractor(s), submitted with bid, and kept with the contract.

EPA Form 6100-4 – This form must be completed by the prime contractor, submitted with bid, and kept with the contract.

The RECIPIENT also agrees to submit the DEPARTMENT's MBE/WBE participation report - Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302. The RECIPIENT also agrees to ensure that recipients of identified loans also comply with provisions of 40CFR, Section 33.302. The RECIPIENT will include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this LOAN agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list will include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact;
2. Entity's mailing address, telephone number, and e-mail address;
3. The procurement on which the entity bid or quoted, and when; and
4. Entity's status as an MBE/WBE or non-MBE/WBE.

EFFECTIVE DATE:

The effective date of this LOAN agreement is earliest date on which eligible costs can be incurred.

ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY:

RECIPIENTS will ensure that loan funds provided under this agreement for costs incurred in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems will include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

FACILITIES PROJECTS: DELIVERABLES (IF APPLICABLE)

Planning documents developed by the RECIPIENT must meet the requirements of Chapter 173-240 WAC, “Submission of Plans and Reports for Construction of Wastewater Facilities” and incorporate the State Environmental Review Process (SERP) review.

State Environmental Review Process (SERP) and Federal Cross-Cutters.

The RECIPIENT must comply with applicable SERP and federal cross cutting requirements. Costs incurred for construction activities prior to DEPARTMENT concurrence are not eligible for reimbursement.

Investment Grade Efficiency Audit (IGEA). For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, the RECIPIENT must undertake an investment grade audit. Costs incurred as part of the investment grade audit are eligible project costs.

Plans and Specifications. Plans and specifications developed by the RECIPIENT must be reviewed and approved by Water Quality Program staff of the DEPARTMENT and be consistent with:

1. Requirements stated in Chapter 173-240 WAC, "Submission of Plans and Reports for Construction of Wastewater Facilities," as related to plans and specifications.
2. Good engineering practices and generally recognized engineering standards, including, but not limited to, the most recent versions of the *State of Washington's Criteria for Sewage Works Design*, the *Stormwater Management Manual for Western Washington*, the *Stormwater Management Manual for Eastern Washington*, and the Washington State Department of Transportation *Hydraulics Manual*.
3. The approved facilities plan.
4. Other reports approved by the DEPARTMENT which pertain to the facilities design.

Specification Insert. The RECIPIENT will include the *Washington State Department of Ecology Water Pollution Control Revolving Fund Specifications Insert* as a special condition in the construction contract specifications. Contact the DEPARTMENT for the required specification inserts.

RECIPIENT Approval. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for DEPARTMENT review.

Bid and Award Submittals (as applicable). The RECIPIENT will submit to the DEPARTMENT the following documents relating to bidding and award of any contract funded by this agreement:

1. A copy of the advertisement for bids.
2. A tabulation of all bids received, and a copy of the bid proposal from the successful bidder,
3. A copy of the Notice of Award, a copy of the executed contract, and a copy of the Notice to Proceed.

Construction Cost Estimate. The RECIPIENT will submit to the DEPARTMENT a current, updated, detailed construction cost estimate along with each plan/specification submittal. The project manager may request a spreadsheet in electronic file format.

Form of Plans. All construction plans submitted to the DEPARTMENT for review and approval will be reduced to no larger than 11" x 17" in size. They may, at the RECIPIENT's option, be bound with the specifications or related construction contract documents or bound as a separate document. All reduced drawings must be completely legible. The project manager may request plans be submitted in either PDF or AutoCAD electronic format, and specifications in a searchable PDF or Microsoft Word electronic file. All PDF documents submitted will be at a resolution of 300 dpi or better.

DEPARTMENT Approval. The RECIPIENT will not proceed with any construction-related activities until the DEPARTMENT approves in writing all necessary plans and specifications.

Bids and Awards. DEPARTMENT approval of the plans, specifications, and construction documents authorizes the RECIPIENT to solicit bids and award the construction contract (or reject bids) without

further DEPARTMENT authorization or approval. However, any additional costs resulting from successful bid protests or other claims due to improper bid solicitation and award procedures will not be considered eligible for LOAN participation.

Plan of Interim Operation. The RECIPIENT must update the plan of interim operation, as appropriate, throughout the PROJECT.

Construction Quality Assurance Plan. The RECIPIENT will submit to the DEPARTMENT a detailed construction quality assurance plan at least 30 days prior to the commencement of construction in compliance with WAC 173-240-075. This plan must describe how adequate and competent construction inspection will be provided for the PROJECT.

Construction Schedule. The RECIPIENT will submit to the DEPARTMENT a construction schedule within 30 days of the start of construction. The RECIPIENT will revise and update the construction schedule whenever major changes occur and resubmit the schedule to the DEPARTMENT. When changes in the construction schedule affect previous cash flow estimates, the RECIPIENT will also submit to the DEPARTMENT a revised cash flow projection. The project manager may request this schedule in an electronic file format.

Change Orders. Change orders that are a significant deviation from the approved plans/specifications must be submitted in writing for DEPARTMENT review and approval, prior to execution. The RECIPIENT will submit all other change orders to the DEPARTMENT within 30 days after execution.

The DEPARTMENT may approve, through formal amendment to this LOAN agreement, funding for change orders for up to five percent of the eligible portion of the low responsive responsible construction bid(s).

Adjusted Construction Budget. The construction budget, as reflected in the LOAN, will be adjusted once actual construction bids are received. If the low responsive responsible construction bid(s) exceed the engineer's estimate of construction costs, the DEPARTMENT may approve funding increases for up to ten percent of the engineer's original estimate. If the low responsive responsible construction bid(s) are lower than estimated the DEPARTMENT may reduce funding to reflect the low bid amount. The DEPARTMENT may also reassess the LOAN amount based on additional funding from other sources received by the RECIPIENT after negotiation of this LOAN agreement. All changes to the LOAN amount will be done by formal amendment to this LOAN agreement.

Record Drawings. Upon completion of construction, the RECIPIENT will provide the DEPARTMENT's Project Manager with a set of record drawings (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction) in AutoCAD electronic format, and in reduced (11"x17") paper copy format.

Declaration of Construction Completion. Along with the set of record drawings, the RECIPIENT will provide certification in the form contained in WAC 173-240-095, signed by a professional engineer, indicating that the PROJECT was completed in accordance with the plans and specifications and major change orders approved by the DEPARTMENT.

Final Project Report. The RECIPIENT will complete and submit a Final Project Report upon completion of the PROJECT. A template is available on the DEPARTMENT's website..

Operations and Maintenance Manual. An Operations and Maintenance Manual ("O&M Manual") will be prepared in conformance with WAC 173-240-080, "Operation and Maintenance Manual" or other applicable guidance and submitted to the DEPARTMENT for approval. The O&M Manual will be updated as necessary following start-up to reflect actual operating experience. The DEPARTMENT's

project manager may request the O&M Manual be submitted in either paper format, PDF format, Microsoft Word, or other electronic file format acceptable to the DEPARTMENT's project manager. All PDF documents submitted will be at a resolution of 300 dpi or better.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

In order to comply with the FFATA, the RECIPIENT must complete the Data Reporting Form (see Attachment 7 for further instructions) and return it to the DEPARTMENT. The DEPARTMENT will report basic agreement information, including the required DUNS number, for all federally-funded agreements at www.fsrs.gov. This information will be made available to the public at www.usaspending.gov. RECIPIENTS who do not have a DUNS number can find guidance at www.grants.gov. Please note that the DEPARTMENT will not sign this LOAN agreement until it has received the completed FFATA Data Collection Form. The RECIPIENT will submit this form electronically as well as provide a hard copy to the DEPARTMENT (see ATTACHMENT 7 for detailed instructions).

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using the DEPARTMENT's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

See www.fsrs.gov for details of this requirement. If your organization falls into this category, you must report the required information to Ecology.

FORCE ACCOUNT

Prior to using its own forces to accomplish eligible PROJECT work, the RECIPIENT must request DEPARTMENT approval. The request must include a dollar amount and general description of the force account work. The request must also include a certification that the RECIPIENT has the legal authority to perform the work and adequate and technically qualified staff to perform the work without compromising other government functions. The RECIPIENT agrees to track and report the force account work submitted to the DEPARTMENT for reimbursement.

FUNDING RECOGNITION

All site-specific projects must have a sign of sufficient size to be seen from nearby roadways acknowledging department financial assistance and left in place throughout the life of the project or facility. Department logos must be on all signs and documents. Logos will be provided as needed.

GROWTH MANAGEMENT PLANNING

The RECIPIENT certifies by signing this LOAN agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management—Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT will notify the DEPARTMENT in writing of this change within 30 days.

HOTEL AND MOTEL FIRE SAFETY ACT

The RECIPIENT agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act of 1990.

INCREASED OVERSIGHT (IF APPLICABLE)

The DEPARTMENT's Project Manager will establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

INTERIM REFINANCE (IF APPLICABLE)

The RECIPIENT agrees to use the funding from this LOAN agreement to pay-off existing debt for eligible costs incurred to complete this PROJECT, and to fund all or part of the remaining tasks outlined for this PROJECT. The RECIPIENT will maintain clear documentation of the debt pay-off and make such documentation available to the DEPARTMENT upon request.

LOAN REPAYMENT

Sources of LOAN Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the LOAN from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein will be absolute and unconditional, and will not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the LOAN from the DEPARTMENT, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.
2. For General Obligation. This LOAN is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This LOAN is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured; Lien Position. This LOAN is a Revenue-Secured Debt of the RECIPIENT's Utility. This LOAN will constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this LOAN is also secured by Utility Local Improvement Districts (ULID) Assessments, this LOAN will constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.
5. Other Sources of Repayment. The RECIPIENT may repay any portion of the LOAN from any funds legally available to it.
6. Defeasance of the LOAN. So long as the DEPARTMENT will hold this LOAN, the RECIPIENT will not be entitled to, and will not affect, an economic Defeasance of the LOAN. The RECIPIENT will not advance refund the LOAN.

If the RECIPIENT defeases or advance refunds the LOAN, it will be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) the LOAN Amount with interest
- (ii) any other obligations of the RECIPIENT to the DEPARTMENT under this LOAN agreement, unless in its sole discretion the DEPARTMENT finds that repayment

from those additional sources would not be in the public interest.

Failure to repay the LOAN Amount plus interest within the time specified in the DEPARTMENT's notice to make such repayment will incur Late Charges and will be treated as a LOAN Default.

7. Refinancing or Early Repayment of the PROJECT. So long as the DEPARTMENT will hold this LOAN, the RECIPIENT will give the DEPARTMENT thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the LOAN.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this LOAN agreement, the first semiannual payment of principal and interest on this LOAN will be paid no later than one year after the PROJECT Completion Date or Initiation of Operation Date whichever comes first.

Equal payments will be due every six months thereafter.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment will be due on the next business day for Washington State agencies.

Payments will be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with the DEPARTMENT's Financial Manager.

No change to the amount of the semiannual principal and interest payments will be made without a formal amendment to this LOAN agreement. The RECIPIENT will continue to make semiannual payments based on this LOAN agreement until the amendment is effective, at which time the RECIPIENT's payments will be made pursuant to the amended LOAN agreement.

2. Late Charges. If any amount of the Final LOAN Amount or any other amount owed to the DEPARTMENT pursuant to this LOAN agreement remains unpaid after it becomes due and payable, the DEPARTMENT may assess a Late Charge. The Late Charge will be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.
3. Repayment Limitations. Repayment of the LOAN is subject to the following additional limitations, among others: those on Defeasance, refinancing and advance refunding, termination, and default and recovery of payments.
4. Prepayment of LOAN. So long as the DEPARTMENT will hold this LOAN, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the LOAN or any portion of the remaining unpaid principal balance of the LOAN Amount. Any prepayments on the LOAN will be applied first to any accrued interest due and then to the outstanding principal balance of the LOAN Amount. If the RECIPIENT elects to

prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT will first contact the DEPARTMENT's Revenue/Receivable Manager of the Fiscal Office.

LOCAL LOAN FUND PROJECTS (IF APPLICABLE)

Local Loan Fund. The RECIPIENT will use the funds received from the DEPARTMENT under this LOAN agreement to establish and administer a local loan fund.

Local Loan Fund Servicing. The RECIPIENT will be responsible for local loan servicing and collecting and tracking local loan payments, but may contract for such services through a lending institution. The RECIPIENT will officially approve or deny the local loan request and will establish the local loan interest rate and the repayment period.

Schedule. A schedule for PROJECT completion, including milestone dates for loan marketing activities, numbers of loan applications and closures, disbursements, application deadlines, etc., will be submitted by the RECIPIENT with each quarterly progress report.

MODIFICATIONS TO AGREEMENT

No subsequent amendments to this LOAN agreement will be of any force or effect unless reduced to a writing and signed by authorized representatives of the RECIPIENT and the DEPARTMENT, and made part hereof, except:

Insubstantial modifications may be approved in writing by the Department's Project Manager without a formal amendment. Insubstantial changes include:

- LOAN agreement contact
- Contact for billing/invoice questions
- The DEPARTMENT'S Project Manager or Financial Manager
- Frequency and number of required submittals
- Budget allocations not affecting the total LOAN Amount
- Similar changes requested by the RECIPIENT

No amendment to this LOAN agreement will be effective until accepted or affirmed in writing by the DEPARTMENT. In no event will any oral agreement or oral commitment be effective to amend this LOAN agreement.

PAYMENT TO CONSULTANTS:

The RECIPIENT will ensure that loan funds provided under this agreement to reimburse for costs incurred by individual consultants(excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j) for additional information.

PAYMENT REQUEST SUBMITTALS

Equipment Purchase

Equipment not included in a construction plans and specification approval must be pre-approved by the

DEPARTMENT's project manager.

Requests for Reimbursement

Instructions for submitting payment requests are found in ADMINISTRATIVE REQUIREMENTS, PART IV available on the DEPARTMENT's website or in hard copy upon request.

1. Procedure. Payment requests will be submitted by the RECIPIENT to the Financial Manager and the Project Manager of the DEPARTMENT no more than once a month unless allowed by the DEPARTMENT's Financial Manager. The DEPARTMENT's Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.
2. Cost Reimbursable Basis: Payments to the RECIPIENT will be made on a "reimbursable basis."
3. Documentation: Each request for payment will include back-up documentation of the eligible expenses being requested for reimbursement and a progress report.
4. Required Forms: Invoice voucher submittals will include (forms available on our website):
 - State of Washington Invoice Voucher Form A19-1A
 - Form B2 (ECY 060-7)
 - Form C2 (ECY 060-9)
 - Form D (ECY 060-11)
 - Progress Report Form
5. Period of Payment. Payments will only be made for eligible costs of the PROJECT pursuant to the LOAN agreement and performed after the effective date and prior to the expiration date of the LOAN agreement, unless those dates are specifically modified in this LOAN agreement.
6. Ineligible Costs. Payments will be made only for eligible PROJECT costs incurred and will not exceed the Estimated LOAN Amount. If any audit identifies LOAN funds which were used to support ineligible costs, such funds may be immediately due and payable to the DEPARTMENT notwithstanding any provision to the contrary herein.
7. Overhead Costs. No payment for overhead costs in excess of 25 percent of salaries and benefits of the RECIPIENT will be allowed.
8. Certification. Each payment request will constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this LOAN agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the PROJECT or to repay the principal of or interest on the LOAN, have occurred since the date of this LOAN agreement. Any changes in the RECIPIENT's financial condition will be disclosed in writing to the DEPARTMENT by the RECIPIENT in its request for payment.

New Electronic System "Ecology Administration of Grants and Loans (EAGL)"

The DEPARTMENT is currently developing a web-based grant and loan management system. The DEPARTMENT will be transitioning to this new web-based system in the future. Once the transition has taken place payment requests and progress reports will be submitted electronically.

POST PROJECT ASSESSMENT SURVEY

The RECIPIENT agrees to participate in a brief survey regarding the key PROJECT results or water

quality PROJECT outcomes and the status of long-term environmental results or goals from the PROJECT approximately three years after PROJECT completion. A representative from the DEPARTMENT's Water Quality Program will contact the RECIPIENT to request this data. The DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the PROJECT, as part of this assessment.

PREVAILING WAGE

Prevailing Wage (Davis-Bacon Act):

The RECIPIENT agrees, by signing this LOAN agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors will be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT will obtain the wage determination for the area in which the PROJECT is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations will be incorporated into solicitations and any subsequent contracts. The RECIPIENT will ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT will maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this LOAN agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the PROJECT involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

PROCUREMENT

The RECIPIENT is responsible for procuring professional, personal, and other services using sound business judgment and good administrative procedures. This includes issuance of invitation of bids, requests for proposals, selection of contractors, award of subagreements, and other related procurement matters. The RECIPIENT will follow State procurement laws.

PROGRESS REPORTS

The RECIPIENT will submit a progress report to the DEPARTMENT Financial Manager and Project Manager with each payment request or at least quarterly or such other schedule as set forth herein. Quarterly reports will cover the periods:

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

Quarterly reports are due 15 days following the end of the quarter being reported. Payment requests will not be processed without a progress report. A progress report must be submitted at least quarterly even if no progress has occurred.

A Progress Report Form is available on the DEPARTMENT's website. At a minimum, all progress reports must contain the items outlined in the DEPARTMENT's Progress Report Form. The DEPARTMENT may request additional information as necessary.

The RECIPIENT will also report in writing to the DEPARTMENT any problems, delays, or adverse conditions which will materially affect its ability to meet PROJECT objectives or time schedules. This disclosure will be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation.

New Electronic System "Ecology Administration of Grants and Loans (EAGL)"

The DEPARTMENT is currently developing a web-based grant and loan management system. The DEPARTMENT will be transitioning to this new web-based system in the future. Once the transition has taken place payment requests and progress reports will be submitted electronically.

REPRESENTATIONS AND WARRANTIES

The RECIPIENT represents and warrants to the DEPARTMENT as follows:

A. Existence; Authority.

It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this LOAN agreement and to undertake the PROJECT identified herein.

B. Application; Material Information.

All information and materials submitted by the RECIPIENT to the DEPARTMENT in connection with its LOAN application were, when made, and are, as of the date the RECIPIENT executes this LOAN agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the PROJECT, the LOAN, or this LOAN agreement known to the RECIPIENT which has not been disclosed in writing to the DEPARTMENT.

C. Litigation; Authority.

No litigation is now pending or, to the RECIPIENT'S knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this LOAN agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the LOAN (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the LOAN (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iii) in any manner questioning the proceedings and authority under which the LOAN agreement, the LOAN, or the PROJECT are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this LOAN agreement has been repealed, revoked, or rescinded.

D. Not an Excess Indebtedness

For LOANs secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this LOAN agreement and the LOAN to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

E. Due Regard

For LOANs secured with a Revenue Obligation: The RECIPIENT has exercised due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the LOAN Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, will be available over and above such Maintenance and Operation Expense and those debt service requirements.

SEWER-USER ORDINANCES AND USER-CHARGE SYSTEM (IF APPLICABLE)

Sewer-Use Ordinance or Resolution

If not already in existence, the RECIPIENT will adopt and will enforce a sewer-use ordinance or resolution. The sewer use ordinance must include provisions to: 1) prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system; 2) prohibit inflow of stormwater; 3) require that new sewers and connections be properly designed and constructed; and 4) require all existing and future residents to connect to the sewer system. Such ordinance or resolution will be submitted to the DEPARTMENT upon request by the DEPARTMENT.

User-Charge System

The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and will adopt a system of user-charges to assure that each user of the utility will pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the PROJECT.

In addition, the RECIPIENT will regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required LOAN Reserve Account, and to repay the LOAN.

SMALL COMMERCIAL ON-SITE SEWAGE SYSTEM REPAIR AND REPLACEMENT (IF APPLICABLE)

On-site sewage system repair or replacement funding may be provided to eligible small commercial enterprises. The definition of "small commercial" requires that the average daily flows from any one single business cannot exceed 3,500 gallons per day. These enterprises may include public lodging (including motels, hotels, and bed and breakfast establishments), rentals (apartments, duplexes, or houses), small restaurants, stores, or taverns.

The DEPARTMENT may adjust interest rates to below 2.3 percent based on evaluation of the RECIPIENT's total portfolio of local on-site sewage system loans issued to homeowners and small commercial enterprises.

The following is the Revolving Fund interest rate schedule for loans targeted to homeowners at three levels of county median household income:

	Revolving fund Adjustable Interest Rate Schedule	
County Median Household Income*	5-Year Term	20-Year Term
Above 80%	1.14%	2.3 %
50 – 80%	0.6%	1.14%
Below 50%	0%	0.6 %

The following is the Revolving Fund interest rate schedule for loans targeted to small commercial enterprises at three levels of annual gross revenue:

Small Commercial Enterprise Annual Gross Revenue	Revolving Fund Adjustable Interest Rate Schedule	
	5-Year Term	20-Year Term
Above \$100,000	1.14%	2.3 %
\$50,000 - \$100,000	0.6%	1.14%
Below \$50,000	0%	0.6 %

In order for a small commercial enterprise to be considered for extreme hardship, the business must provide documentation to substantiate that annual gross revenue is less than \$100,000.

The RECIPIENT agrees to submit a final compilation of the local loans provided to homeowners and small commercial enterprises throughout the duration of the PROJECT. The list will include information provided by the RECIPIENT regarding the number and final dollar amounts of loans funded in the following respective homeowner income and small commercial enterprise revenue levels:

- County Median Household Income
 - Above 80 %
 - 50 to 80 %
 - Below 50 %
- Small Commercial Enterprise Annual Gross Revenue
 - Above \$100,000
 - \$50,000 to \$100,000
 - Below \$50,000

TERMINATION AND DEFAULT; REMEDIES

A. Termination and Default Events

1. For Insufficient DEPARTMENT or RECIPIENT Funds. This LOAN agreement may be terminated by the DEPARTMENT for insufficient DEPARTMENT or RECIPIENT funds.
2. For Failure to Commence Work. This LOAN agreement may be terminated by the DEPARTMENT for failure of the RECIPIENT to commence PROJECT work.
3. Past Due Payments. The RECIPIENT will be in default of its obligations under this LOAN agreement when any LOAN repayment becomes 60 days past due.
4. Other Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this LOAN agreement. The RECIPIENT will be in default of its obligations under this LOAN agreement if, in the opinion of the DEPARTMENT, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this LOAN agreement.

B. Procedures for Termination

If this LOAN agreement is terminated prior to PROJECT completion, the DEPARTMENT will provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the DEPARTMENT will specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the LOAN and all accrued interest (the "Termination Payment Date").

C. Termination and Default Remedies

1. No Further Payments. On and after the Termination Date, or in the event of a default event, the DEPARTMENT may, in its sole discretion, withdraw the LOAN and make no further payments under this LOAN agreement.
2. Repayment Demand. In response to a DEPARTMENT initiated termination event, or in response to a LOAN default event, the DEPARTMENT may in its sole discretion demand that the RECIPIENT repay the outstanding balance of the LOAN Amount and all accrued interest.
3. Interest after Repayment Demand. From the time that the DEPARTMENT demands repayment of funds, amounts owed by the RECIPIENT to the DEPARTMENT will accrue additional interest at the rate of one percent per month, or fraction thereof.
4. Accelerate Repayments. In the event of a default, the DEPARTMENT may in its sole discretion declare the principal of and interest on the LOAN immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligations upon the Net Revenue. Repayments not made immediately upon such acceleration will incur Late Charges.
5. Late Charges. All amounts due to the DEPARTMENT and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, will incur Late Charges.
6. Intercept State Funds. In the event of a default event and in accordance with RCW 90.50A.060, "Defaults," any state funds otherwise due to the RECIPIENT may, in the DEPARTMENT's sole discretion, be withheld and applied to the repayment of the LOAN.
7. Property to DEPARTMENT. In the event of a default event and at the option of the DEPARTMENT, any property (equipment and land) acquired under this LOAN agreement may, in the DEPARTMENT's sole discretion, become the DEPARTMENT's property. In that circumstance, the RECIPIENT's liability to repay money will be reduced by an amount reflecting the fair value of such property.
8. Documents and Materials. If this LOAN agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT will, at the option of the DEPARTMENT, become DEPARTMENT property. The RECIPIENT will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
9. Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this LOAN agreement.
10. Fees and Expenses. In any action to enforce the provisions of this LOAN agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) will be awarded to the prevailing party as that term is defined in RCW 4.84.330, "Actions on contract or lease . . .—Waiver prohibited."
11. Damages. Notwithstanding the DEPARTMENT's exercise of any or all of the termination

or default remedies provided in this LOAN agreement, the RECIPIENT will not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the state of Washington because of any breach of this LOAN agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

USE OF AMERICAN STEEL AND IRON (BUY AMERICAN)

This provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.). This provision does not apply if the engineering plans and specifications for the project were approved by the Ecology prior to January 17, 2014.

The Contractor acknowledges to and for the benefit of the Project Owner and the State of Washington that it understands the goods and services under this Agreement are being funded with monies made available by the Water Pollution Control Revolving Fund, which funding legislation contains provisions commonly known as “Buy American;” that requires all of the iron and steel products used in the project be produced in the United States (“Buy American Requirements”). “Iron and Steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

The Contractor hereby represents and warrants to and for the benefit of the Project Owner and the State that:

- (a) the Contractor has reviewed and understands the Buy American Requirements,
- (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Project Owner or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Owner or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney’s fees) incurred by the Project Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Project Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Project Owner for the funding of its project, the Project Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

WATER QUALITY MONITORING

Quality Assurance Project Plan (QAPP). Prior to initiating water quality monitoring activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP). The QAPP must follow

Ecology's *Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies (Guidelines)*, July 2004 (Ecology Publication No. 04-03-030). The applicant may also reference the *Technical Guidance for Assessing the Quality of Aquatic Environments*, revised February 1994 (Ecology Publication No. 91-78) or more current revision, in developing the QAPP.

The RECIPIENT must submit the QAPP to the DEPARTMENT's Project Manager for review, comment, and must be approved before starting the environmental monitoring activities.

The RECIPIENT must use an environmental laboratory accredited by Ecology to analyze water samples for all parameters to be analyzed that require bench testing. Information on currently accredited laboratories and the accreditation process is provided on the Department of Ecology's Environmental Assessment Program's website.

The RECIPIENT should manage all monitoring data collected or acquired under this agreement in order to be available to secondary users and meet the "ten-year rule." The ten-year rule means that data documentation is sufficient to allow an individual not directly familiar with the specific monitoring effort to understand the purpose of the data set, methods used, results obtained, and quality assurance measures taken ten years after data are collected.

Monitoring Data Submittal/Environmental Information Management System. Funding RECIPIENTS that collect water quality monitoring data must submit all data to the DEPARTMENT through the Environmental Information Management System (EIM). Data must be submitted by following instructions on the EIM website.

The data submittal portion of the EIM website provides information and help on formats and requirements for submitting tabular data. Specific questions about data submittal may be directed to the EIM Data Coordinator.

If GIS data is collected, DEPARTMENT data standards are encouraged. Common standards must be used for infrastructure details, such as geographic names, Geographic Information System (GIS) coverage, list of methods, and reference tables.

ATTACHMENT 5: AGREEMENT DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this LOAN agreement:

“Administrative Requirements” means the effective edition of DEPARTMENT's ADMINISTRATIVE REQUIREMENTS FOR ECOLOGY GRANTS AND LOANS at the signing of this LOAN.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the LOAN, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the LOAN to the last scheduled maturity of the LOAN divided by the number of those years.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the PROJECT.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in WAC 173-98-730.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“DEPARTMENT” means the state of Washington, Department of Ecology, or any successor agency or department.

“Estimated LOAN Amount” means the initial amount of funds loaned to the RECIPIENT.

“Final LOAN Amount” means all principal of and interest on the LOAN from the PROJECT Start Date through the PROJECT Completion Date.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual *ad valorem* taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the LOAN Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or

refund Utility obligations or (B) in an obligation redemption fund or account other than the LOAN Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the DEPARTMENT's Funding Guidelines that that correlate to the State Fiscal Year in which the PROJECT is funded.

“Initiation of Operation Date” is the actual date the Water Pollution Control Facility financed with proceeds of the LOAN begins to operate for its intended purpose.

“LOAN” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this LOAN agreement.

“LOAN Amount” means either an Estimated LOAN Amount or a Final LOAN Amount, as applicable.

“LOAN Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the LOAN.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Principal and Interest Account” means, for a LOAN that constitutes Revenue-Secured Debt, the account of that name created in the LOAN Fund to be first used to repay the principal of and interest on the LOAN.

“PROJECT” means the PROJECT described in this LOAN agreement.

“PROJECT Completion Date” is the date specified in the LOAN agreement as that on which the Scope of Work will be fully completed.

“PROJECT Schedule” is that schedule for the PROJECT specified in the LOAN agreement.

“Reserve Account” means, for a LOAN that constitutes Revenue-Secured Debt, the account of that name created in the LOAN Fund to secure the payment of the principal of and interest on the LOAN.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Scope of Work” means the tasks and activities constituting the PROJECT.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this LOAN agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this LOAN

agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the LOAN, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by RCW 90.50A.020.

“Termination Date” means the effective date of the DEPARTMENT’s termination of the LOAN agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to the DEPARTMENT any outstanding balance of the LOAN and all accrued interest.

“Total Eligible PROJECT Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for DEPARTMENT grant or loan funding.

“Total PROJECT Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for DEPARTMENT grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the LOAN Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the LOAN.

(Revised September 2007)

ATTACHMENT SIX: GENERAL TERMS AND CONDITIONS
PERTAINING TO GRANT AND LOAN AGREEMENTS OF THE
DEPARTMENT OF ECOLOGY

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages and Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Recipients of Ecology Grants and Loans", Part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5. herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become DEPARTMENT property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and

use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property

arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

W. FUNDING AVAILABILITY

The DEPARTMENT's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, the DEPARTMENT, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. The DEPARTMENT may also elect to suspend performance of the agreement until the DEPARTMENT determines the funding insufficiency is resolved. The DEPARTMENT may exercise any of these options with no notification restrictions.

SS-010 Rev. 04/04

Modified 12/13

ATTACHMENT 7: THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) & EPA DATA REPORTING SHEET (DATA REPORTING SHEET)

Instructions

The RECIPIENT is required to complete and submit the Data Reporting Sheet to the DEPARTMENT as ATTACHMENT 7 of this LOAN agreement. The information provided in the Data Reporting Sheet 1) fulfills the FFATA reporting requirements (see FFATA Reporting Requirements, ATTACHMENT 4); and 2) gathers additional information required to be reported to the Environmental Protection Agency (EPA)

The RECIPIENT will:

- 1. Access the Data Reporting Sheet Form on the DEPARTMENT's Water Quality Program financial management website.*
- 2. Fill out the form completely, including compensation information (if all FFATA criteria are met).*
- 3. Print a copy of the completed form.*
- 4. Get the appropriate signature on the form and submit as ATTACHMENT 7 of this LOAN agreement.*
- 5. Send the electronic copy to the DEPARTMENT's Project Manager and Financial Manager.*



ESTIMATED LOAN REPAYMENT SCHEDULE

ATTACHMENT 8

Loan Number		Loan Amount	\$400,000.00
Recipient Name	West Richland, City of	Term of Loan	9 Payments
Amortization Method	Compound-365 D/Y	Annual Int. Rate	1.100 %
Project Completion Date		Interest Compounded	Monthly
Initiation of Operations	12/31/2014	Loan Date	12/31/2014

Loan Number		Department of Ecology			
Recipient Name		West Richland, City of		Date Created	02/24/2014
Payment #	Due Date	Payment Amount	Interest	Principal	Balance
1	12/31/2014	\$45,428.02	\$0.00	\$45,428.02	\$354,571.98
SubTotal	2014	\$45,428.02	\$0.00	\$45,428.02	
2	06/30/2015	\$45,428.02	\$1,954.62	\$43,473.40	\$311,098.58
3	12/31/2015	\$45,428.02	\$1,714.97	\$43,713.05	\$267,385.53
SubTotal	2015	\$90,856.04	\$3,669.59	\$87,186.45	
4	06/30/2016	\$45,428.02	\$1,473.99	\$43,954.03	\$223,431.50
5	12/31/2016	\$45,428.02	\$1,231.69	\$44,196.33	\$179,235.17
SubTotal	2016	\$90,856.04	\$2,705.68	\$88,150.36	
6	06/30/2017	\$45,428.02	\$988.06	\$44,439.96	\$134,795.21
7	12/31/2017	\$45,428.02	\$743.07	\$44,684.95	\$90,110.26
SubTotal	2017	\$90,856.04	\$1,731.13	\$89,124.91	
8	06/30/2018	\$45,428.02	\$496.74	\$44,931.28	\$45,178.98
9	12/31/2018	\$45,428.03	\$249.05	\$45,178.98	\$0.00
SubTotal	2018	\$90,856.05	\$745.79	\$90,110.26	
Grand Total	<u>ATTACHMENT 8:</u> <u>ESTIMATED LOAN</u>	\$408,852.19	\$8,852.19	\$400,000.00	

REPAYMENT SCHEDULE



Council Agenda Coversheet

Council Date: 04/15/2014

Category: Consent Calendar

Agenda Item: C13

Key Element: Key 2 - Infrastructure & Facilities

Subject: RESOLUTION NO. 49-14, FIBER OPTIC LEASE AGREEMENT WITH POCKETINET - 2951 DUPORTAIL DRIVE

Department: Assistant City Manager

Ordinance/Resolution: 49-14

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Adopt Resolution No. 49-14, authorizing the City Manager to sign and take other actions as necessary to execute the Fiber Optic Cable Lease Agreement with PocketiNet, and to make the necessary budget adjustments.

Summary:

The proposed Fiber Optic Cable Lease will allow PocketiNet to lease dark fibers from the City to serve the following location:

- GESA Credit Union at 2951 Duportail Drive

Fiscal Impact?

☒ Yes ☐ No

The expenses and revenues will occur in the Broadband Fund. The estimated cost of the build, based on a recent price quote, is \$9,795. PocketiNet will make a one-time up-front payment equal to one-half the actual cost of installation (approximately \$4,898) plus a \$1,000 connection fee. In addition, the City will collect annual lease payments of \$3,240. Over the five-year term of this agreement, the lease is expected to generate \$11,302 in net revenue after capital cost recovery and projected maintenance.

Attachments:

1) PocketiNet Lease Agreement

City Manager Approved:

Hopkins, Marcia
Apr 10, 15:09:30 GMT-0700 2014

**AGREEMENT FOR
A FIBER OPTIC CABLE LEASE**

This AGREEMENT is made and entered into this _____ day of _____, 2014, between the CITY OF RICHLAND, hereinafter called the "CITY" and PocketiNet Communications, Inc., a Washington corporation ("PocketiNet").

WHEREAS, PocketiNet requests that the CITY construct fiber optic telecommunications cable to connect Gesa Credit Union at (2951 Duportail Street).

WHEREAS, the CITY seeks to construct and then lease these fiber optic telecommunication cables to PocketiNet.

WHEREAS, the parties wish to memorialize the terms of their relationship.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. FIBER LEASE

1.1 The City will provide PocketiNet with fiber optic cable to the following location. The fiber will be spliced and terminated and allocated within the City's fiber optic backbone as provided in the schematic, attached and incorporated herein as Exhibit A.

1.2 Locations include the following:

1. GESA – 2951 Duportail Street

2. MAINTENANCE AND REPAIRS

2.1 The CITY shall maintain the fibers leased by PocketiNet to a best level of effort service standard.

2.2 In order to facilitate timely restoration of service, the CITY shall supply PocketiNet with an after-hours emergency contact number that PocketiNet can contact in case of an outage on the leased fibers.

2.3 During normal operating conditions, the CITY shall respond to outage reports by PocketiNet on the leased fiber within two (2) hours.

2.4 During normal operating conditions, the CITY will mobilize crews with qualifications required to complete restoration or repairs within four (4) hours after receiving notification from PocketiNet of a confirmed fiber cable related disruption in service on the leased fibers.

2.5 Damages to any of the leased fiber optic cables shall be repaired as soon as possible.

2.6 The CITY nor PocketiNet, however, shall be liable to the other for consequential damages suffered by the other party or by any third parties as a result of damages or repairs to the leased cables, no matter what the cause of the interruption or damage.

3. PRINCIPAL CONTACTS

The following individuals have been identified by the CITY and PocketiNet as Principal Contacts for this AGREEMENT.

POCKETINET	CITY
Todd Brandenburg	Jon Amundson
PocketiNet Communications, Inc.	CITY OF RICHLAND
45 Terminal Loop Dr.	P. O. Box 190
Walla Walla, WA 99362	Richland, WA 99352

4. TERM / CANCELLATION

4.1 This AGREEMENT shall commence on the day the fiber optic telecommunication cable is available for PocketiNet use and shall continue for five years.

4.2 Either party may cancel the AGREEMENT prior to its scheduled termination date by providing the other party with 1 year's written notice of termination.

4.3 The AGREEMENT may be renewed upon expiration. Price shall be negotiated based on the Consumer Price Index (CPI) at the time of negotiation. That AGREEMENT shall not extend beyond August 28, 2020.

5. INSTALLATION AND LEASE PAYMENT

5.1 As a non-recurring cost, PocketiNet shall pay the CITY one-half the actual cost of initial installation and set-up incurred by the City, in addition to a connection fee of one thousand dollars (\$1,000.00). The current estimated cost that PocketiNet can expect to pay for the initial installation is five thousand, eight hundred ninety seven and 50/100 dollars (\$5,897.50). The City will notify PocketiNet if this amount will be exceeded by ten percent (10%) or more.

5.2 PocketiNet shall then pay the City two-hundred and seventy dollars (\$270.00) per month for the term of this AGREEMENT.

5.3 If PocketiNet utilizes this fiber optic cable to provide wholesale internet service to a client other than Gesa Credit Union during the term of this agreement PocketiNet shall then pay the City an additional length fee, per month for the remainder of this AGREEMENT.

5.4 Payment by PocketiNet shall be due within 30 days of invoice by the CITY.

6. MODIFICATION

6.1 No modification of this AGREEMENT, including any extensions, shall be valid unless evidenced in writing and signed by both parties. No verbal agreement may supersede, replace or amend this section.

7. INTEGRATION

7.1 This AGREEMENT constitutes the final and complete integrated agreement between the parties concerning its subject matter.

8. ASSIGNMENT

8.1 Neither party to this AGREEMENT shall transfer or assign any right or obligation hereunder without prior written consent of the other party.

9. SEVERABILITY

9.1 Should any part, term or provision of this AGREEMENT be determined to be invalid, the remainder of this AGREEMENT shall not be affected, and it shall continue in full force and effect.

10. INDEMNIFICATION

10.1 Each of the parties to this AGREEMENT shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from the other party's negligent acts or omissions. Neither party will be required to indemnify, defend, or save harmless the other party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits, or actions result from concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the party's own negligence. Each of the parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the parties, by mutual negotiation, hereby waives, with respect to each of the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the parties or combination of the parties incurs any judgment, award, and/or cost arising there from, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible party or combination of the parties to the extent of that party's/those parties' culpability. This indemnification shall survive the termination of this AGREEMENT.

11. CONTROLLING LAW AND VENUE

11.1 This AGREEMENT is entered into under the laws of the State of Washington.

11.2 In the event that either party deems it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, that action or proceeding shall be brought in the Superior Court for Benton County, Washington.

12. NO PARTNERSHIP OR THIRD PARTY RIGHTS

12.1 This AGREEMENT shall not be interpreted or construed to create an association, joint venture or partnership between the parties, or to impose any partnership obligations or liability upon either party.

12.2 This AGREEMENT shall not be construed to create rights in or grant remedies to any third party as a beneficiary of this AGREEMENT.

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

CITY

POCKETINET

By: Cindy Johnson

Title: City Manager

By: Todd Brandenburg

Title: President

Date

Date



Council Agenda Coversheet

Council Date: 04/15/2014

Category: Consent Calendar

Agenda Item: C14

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: AUTHORIZE TRAVEL FOR MAYOR ROSE AND MAYOR PRO TEM LEMLEY

Department: City Manager

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Authorize Travel for Mayor David Rose and Mayor Pro Tem Phillip Lemley to attend the 2014 Washington State Law Enforcement Association Conference from May 12-15, 2014, in Chelan, Washington.

Summary:

Mayor Rose serves as the Council Liaison for both the Police and Firemen Pension Boards and Phil Lemley is the alternate Council Member Liaison to the Firefighter's Pension Board.

The 2014 Washington State Law Enforcement Association (WSLEA) Conference will take place from May 12-15, 2014, in Chelan, Washington. This conference provides attendees with information on prior, current and future laws and policies pertaining to the Law Enforcement Officers' and Firefighters' Retirement System (LEOFF). There will be speakers that range from the Department of Retirement Services to Hospital Care. They discuss pending lawsuits and laws in Congress that may or may not affect pensioners.

The Richland Municipal Code, Sections 1.01.040 and 2.26.062, require Council approval when Council Members request permission for out-of-state travel, when travel expenses exceed \$500 or when travel requires an overnight stay.

Fiscal Impact?

☐ Yes ☒ No

Anticipated expenses for Mayor Rose and Mayor Pro Tem Lemley to attend this conference are estimated at \$1,320.58 and will be paid for by the Police Pension Fund.

Attachments:

City Manager Approved:

Hopkins, Marcia
Apr 10, 15:09:37 GMT-0700 2014



Council Agenda Coversheet

Council Date: 04/15/2014

Category: Consent Calendar

Agenda Item: C15

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: EXPENDITURES FROM MARCH 24, 2014, TO APRIL 4, 2014 IN THE AMOUNT OF \$3,738,446.76

Department: Administrative Services

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the expenditures from March 24, 2014, to April 4, 2014, in the amount of \$3,738,446.76.

Summary:

Breakdown of Expenditures:

Check Nos.	210749 - 211165	1,056,877.84
Wire Nos.	5594 - 5604	727,625.31
Payroll Check Nos.	99397 - 99412	23,814.94
Payroll Wires/ACH	8453 - 8466	1,930,128.67
TOTAL		\$3,738,446.76

Fiscal Impact?

☒ Yes ☐ No

Total Disbursements: \$3,738,446.76.

Attachments:

- 1) Wire Transfers
- 2) Voucher Listing Report

City Manager Approved:

Johnson, Cindy
Apr 09, 15:36:32 GMT-0700 2014

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
MARCH 24, 2014 - APRIL 4, 2014

Payee	Wire Description	Amount
Claim Wires - Wire No. 5594 to 5604		
AW Rehn Insurance	Fire Health Reimbursement Account	18,187.50
Bank of New York	Principal/Interest Bonds	331,160.00
Conover	Section 125	5,559.29
Department of Licensing	Firearms Online Pmt for Concealed Licenses	1,011.00
LEOFF Trust	Fire Health Premiums	63,387.95
PowerPay	Landfill Merchant Service Fees	654.28
Tri City Title & Escrow	Down Payment Assistance	9,000.00
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	298,665.29
	Total Claim Wire Transfers	\$ 727,625.31
Payroll Wires & Direct Deposits (ACH) - Wire No. 8453 to 8466		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 1,930,128.67
Total Claim & Payroll Wires/ACH		\$ 2,657,753.98

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



City Of Richland

VL-1 Voucher Listing

From: 3/24/2014 To: 4/4/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001	GENERAL FUND				
Division:	000				
CITY OF RICHLAND		297881-730360	211012	UB PYMT 730360 SANTACRUZ	\$111.86
EDWARDS, ERIC J		14-127 EDWARDS	210913	ARBITRATION/SEATTLE/EDWARDS	\$37.00
PERMIT REFUND		BC-14-00428	211056	REFUND PERMIT FEE-510 WELLSIAN	\$163.31
RECWARE REFUND		031814	210787	REFUND DAMAGE DEPOSIT	\$150.00
				REFUND DAMAGE DEPOSIT	\$200.00
			210836	REFUND DAMAGE DEPOSIT	\$150.00
				REFUND DAMAGE DEPOSIT	\$200.00
			210837	REFUND DAMAGE DEPOSIT	\$150.00
				REFUND DAMAGE DEPOSIT	\$200.00
		032414	211105	REFUND-MEDICAL REASONS	\$35.25
		032514	211035	REFUND RENTAL FEE	\$43.00
				REFUND DAMAGE DEPOSIT	\$200.00
			211059	REFUND DAMAGE DEPOSIT	\$200.00
				REFUND RENTAL FEE	\$43.00
			211073	REFUND RENTAL FEE	\$43.00
				REFUND DAMAGE DEPOSIT	\$200.00
		032714	211003	REFUND RENTAL DEPOSIT	\$103.75
				REFUND CLASS FEE	\$38.25
				REFUND DAMAGE DEPOSIT	\$96.75
			211018	REFUND RENTAL DEPOSIT	\$103.75
				REFUND CLASS FEE	\$38.25
				REFUND DAMAGE DEPOSIT	\$96.75
			211050	REFUND DAMAGE DEPOSIT	\$96.75
				REFUND RENTAL DEPOSIT	\$103.75
				REFUND CLASS FEE	\$38.25
THE TECH STORE		601-757-576-002	210847	BL REFUND-DUPLICATE LICENSE	\$31.00
WASHINGTON STATE PATROL		I14006349	210870	BACKGROUND CHECKS-FEB 2014	\$808.50
WASHINGTON STATE TREASURER		1ST QTR 2014	211108	1ST QTR 2014FORFEITED PROPERTY	\$76.20
TOTAL ****					\$3,758.37
Division:	001	CITY COUNCIL			
THOMPSON, ROBERT		14-043 THOMPSON	210976	ECA PEER EX/WASH DC/THOMPSON	\$703.52
CITY COUNCIL TOTAL ****					\$703.52
Division:	101	CITY CLERK			
TRI CITY HERALD	S015647	14-6790	210857	NOTICE OF PUBLIS HEARING RAN O	\$78.71
CITY CLERK TOTAL ****					\$78.71
Division:	102	CITY ATTORNEY			
BELL BROWN & RIO PLLC		504	210997	PROSECUTION SRVCS-APRIL	\$20,756.55



City Of Richland

VL-1 Voucher Listing

From: 3/24/2014 To: 4/4/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BENTON COUNTY TREASURER		DECEMBER 2013	210763	DISTRICT COURT/OPD COSTS-DEC	\$50,050.55
		JANUARY 2014	210894	DISTRICT COURT/OPD COSTS-JAN	\$47,459.78
UNITED PARCEL SERVICE	S015648	000986641124	210860	GROUND PKG TO DOUGLAS WOODS FO	\$13.99
US DISTRICT COURT CLERK		ADMISSION FEE	211097	BAR ASSN FILING FEE-KINTZLEY	\$201.00
WEST PUBLISHING CORPORATION DBA		829105493	210873	INFORMATION CHRGS-FEB 2014	\$2,158.27
CITY ATTORNEY TOTAL ****					\$120,640.14
Division:	111	COMMUNICATIONS & MARKETING			
PITNEY BOWES INC		1278325-MR14	210825	1ST QTR 2014 PB SORTER/POSTAGE	\$8,678.09
COMMUNICATIONS & MARKETING TOTAL ****					\$8,678.09
Division:	120	FIRE			
ANOVAWORKS	P053828	27431	210756	AUDIOGRAM	\$27.00
	P053828	27974		AUDIOGRAMS	\$54.00
AUST, RANDY		031814	210994	AUST-ACE CERTIFICATION	\$99.00
BAYNES, GRANT		14-126 BAYNES	210891	ACADEMY GRADUATION/FUEL	\$43.00
CITY OF RICHLAND		14-055 DUNCAN	210900	NFA COURSE/EMMITSBURG/DUNCAN	\$192.32
HARRINGTON'S TROPHIES		72281	210799	AXE AWARD PLAQUE-BEECHER	\$18.47
JONES, LISA		LT/CPT PROMO	211046	JONES-EVALUATOR EXPENSES	\$50.00
MILLER, KEVIN			211061	MILLER EVALUATOR EXPENSES	\$50.00
POCKETINET COMMUNICATIONS INC		40949	210827	INTERNET SRVCS 4/1-5/1/14	\$140.25
SEA WESTERN INC		175015	210839	SIDE MOUNT SPECTACLE KIT	\$122.37
UPTOWN CLEANERS		60002	210861	UNIFORM LAUNDRY SRVCS-2/7	\$272.74
		60103		UNIFORM LAUNDRY SRVCS-2/14	\$273.83
		60159		UNIFORM LAUNDRY SRVCS-2/21	\$275.73
		60204		UNIFORM LAUNDRY SRVCS-2/28	\$255.53
VAN DERAHE, CORD		LT/CPT PROMO	211099	VANDERAHE EVALUATOR EXPENSES	\$354.64
WALTER, RALPH			211106	WALTER-EVALUATOR EXPENSES	\$201.20
WASHINGTON STATE ASSN OF FIRE MARSHALS		2014 WSAFM DUES	210869	2014 WSAFM MEMBERSHIP DUES	\$160.00
FIRE TOTAL ****					\$2,590.08
Division:	130	POLICE			
101 CLEANERS		2/14-9427360	210749	UNIFORM LAUNDRY SERVICE-FEB'14	\$278.43
3M	P053582	SS52969	210750	SHIPPING AND HANDLING	\$205.77
	P053582			BOSS-10 BLOCK OF 10 CONCURRENT	\$1,949.40
	P053582			SRVC-MAINT-MOBILE3 ANNUAL	\$3,032.40
	P053582			SLATE-810-LE-G THREE CAMERA SY	\$28,677.84
BLUMENTHAL UNIFORM CO	P053695	52558	211001	72345-750 SHIRT/MENS LS PDU CL	\$162.42
	P053695			71177-750 SHIRT MENS SS PDU CL	\$162.42
	P053695			1"X5" NAMETAG DRK NAVY BKGRD &	\$22.58
	P053695			SHIPPING	\$15.16
	P053695			SEW EMBLEM EACH SLEEVE	\$6.50
	P053695			SEW NAME EMBLEM ON GARMENT	\$3.25



City Of Richland

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From: 3/24/2014 To: 4/4/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BLUMENTHAL UNIFORM CO	P053695	52558	211001	SEW NAME EMBLEM ON GARMENT	\$3.25
	P053695			SEW BADGE EMBLEM ON GARMENT	\$3.25
	P053695			SEW BADGE EMBLEM ON GARMENT	\$3.25
	P053695			ADJUST FOR TAX	(\$0.01)
	P053695			1"X5" NAMETAG DARK NAVY BKGRD	\$22.58
	P053695			74326-750 PANT MENS CARGO PDU	\$162.42
	P053695			SEW EMBLEM EACH SLEEVE	\$6.50
	P053751	55374	210767	32278-86 PANT POLY/WOOL NAVY S	\$97.42
	P053751			SHIPPING	\$12.45
BRUTZMAN'S INC		0000755552	211004	11X17 GLOSS PAPER	\$90.52
CANON SOLUTIONS AMERICA INC		697332	210773	W3512 COPIES	\$8.76
		697340		W3512 COPIES	\$9.75
		697341		W3512 COPIES	\$11.71
		697588		W5520 MONTHLY MAINTENANCE	\$389.98
CAR WASH PARTNERS INC DBA		35000034-030314	211006	RPD VEHICLE WASHES-FEB	\$4.90
CASCADE NATURAL GAS CORP		3/14-75997100005	211007	NAT GAS 871 GW WAY 2/14-3/18	\$925.28
CHARTER COMMUNICATIONS		4/13-180070309703	211010	RPD INTERNET SRVCS 3/29-4/28	\$60.35
CITY OF RICHLAND		14-064 DAVIS	210900	EVIDENCE TRNG/YAKIMA/DAVIS	\$157.07
		14-093 SKINNER		SHAREPOINT CON/LASVEGAS/SKINNE	\$261.00
		14-132 DORKE	211014	PV TRANSPORT/LACEY/DORKO	\$50.00
CITY OF YAKIMA POLICE DEPARTMENT		031214	211016	ERIC DAIGLE SEMINARS	\$1,100.00
DELL COMPUTER CORPORATION	P053734	XJCJDN3X2	210788	LAPTOP, DELL VENUE 11 PRO	\$1,782.15
FRONTIER	S015642	3/14-253-003-5792	210794	TELEPHONE CHARGES 3/7/14-4/6/1	\$640.02
INTEGRATED TACTICAL CONCEPTS LLC		JUNE 2014	211042	TACTICAL CANNINE COURSE-JENKIN	\$500.00
INTL ASSN OF LAW ENFORCEMENT PLANNERS		2014 DUES-GROW	211043	IALEP 2014 DUES-GROW	\$75.00
LANGUAGE LINE SERVICES LLC		3330010	210809	TRANSLATION SRVCS-FEB 2014	\$8.63
LARSEN GUNSMITHING & FIREARMS	P053792	7691	210810	VALSETZ 7" BLACK SIZE 13 REG U	\$93.40
	P053799	7692		TRANSPORT HOOD #8320-02C	\$67.33
LEAF FUNDING INC DBA		4913868	211051	OCE IM3512 COIER MAINT-MARCH	\$505.87
				OCE IM3512 COIER MAINT-MARCH	\$61.83
LEIRA		PUBLIC DISCLOSURE	211053	PUBLIC DISCLOSURE TRNG-WALKER	\$25.00
				PUBLIC DISCLOSURE TRNG-HOGUE	\$25.00
NW REGIONAL CRIME ANALYST NETWORK		009	211069	NORCAN 2014 DUES-HARRISON	\$25.00
				NORCAN 2014 DUES-GROW	\$25.00
PRACTICAL EDGE SHOOTING		1308	211076	CRITICAL INCIDENT REPSONSE TRN	\$199.00
PUBLIC AGENCY TRAINING COUNCIL		175960	211078	12037 TECH CONF-BENSON 14-122	\$299.00
SAFARILAND LLC		41514 MILLER	211084	OC/LLIM TRNG MILLER 14-068	\$375.00
		41514 SCHNEIDER		OC/LLIM TRNG-SCHNEIDER 14-069	\$375.00
SAN DIEGO POLICE EQUIPMENT CO	P053225	611241	211085	FED-AE223J FEDERAL .223 55GR F	\$3,691.60
SKINNER, CHRIS		14-093	210969	SHAREPOINT CON/CAB/SKINNER	\$24.00
TREASURE VALLEY COFFEE CO		12565	211093	RPD COFFEE DELIVERY	\$162.37



City Of Richland

VL-1 Voucher Listing

From: 3/24/2014 To: 4/4/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WASHINGTON COMMUNICATIONS LLC DBA		355015	210868	EAR PIECES (3)	\$16.30
WILLIAMS, MACKENZIE		14-100 WILLIAMS	210983	PT TEST/SPOKANE/WILLIAMS	\$17.00
POLICE TOTAL ****					\$46,890.10
Division:	211	FINANCE			
CANON SOLUTIONS AMERICA INC		707845	211005	W3000 MAINT COPIES-FEB	\$31.88
POSTMASTER		PERMIT 153-3/26	210961	POSTAGE 2/27-3/26/14	\$8,976.52
PROGRESSIVE BUSINESS PUBLICATIONS		06281292	210830	2014 SUBSCRIPTION/PAYROLL	\$230.00
FINANCE TOTAL ****					\$9,238.40
Division:	212	PURCHASING			
CANON SOLUTIONS AMERICA INC		709817	211005	W4511 COPIER BASE/COPY CHRGS	\$209.04
CITY OF KENNEWICK		010930	210779	PURCH MGR-SERV 2/2014	\$2,041.10
				PURCH MGR-SERV 2/2014	\$2,041.11
UNITED PARCEL SERVICE	S015634	000986641114	210860	WEEKLY SERVICE CHARGES 03/15/	\$22.60
	S015648	000986641124		WEEKLY SERVICE CHARGE 03/22/1	\$11.30
	S015662	000986641134	211095	WEEKLY SERVICE CHARGE 03/29/1	\$22.60
PURCHASING TOTAL ****					\$4,347.75
Division:	213	INFORMATION TECHNOLOGY			
APOLLO SHEET METAL INC	P053664	41704B	210887	ANNUAL MAINTENANCE FOR HVAC	\$775.97
DELL COMPUTER CORPORATION	P053642	XJCJ874D3	210788	TABLET, DELL VENUE 11 PRO	\$6,406.05
	P053734	XJCJDN3X2		LAPTOP, DELL VENUE 11 PRO	\$817.05
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	P053769	92788490	210790	SOFTWARE LICENSING AND MAINTEN	\$19,696.50
	P053769			SOFTWARE LICENSING AND MAINTEN	\$18,750.00
	P053769			TAX ADJUSTMENT	(\$4.35)
HEWLETT PACKARD COMPANY	P053744	54003112	210803	SERVER, HP PROLIANT DL380P GEN	\$4,260.47
	P053744			HP CARE PACK, 5 YEARS, NEXT DA	\$966.90
HOME DEPOT CREDIT SERVICES	S015649	4033129	210929	12V DRILL	\$43.29
MICROFLEX INC	P053847	00021722	210952	TAX TOOLS ANNUAL ONLINE SERVIC	\$1,200.00
MID COLUMBIA ENGINEERING INC	P053520	ST006294	210816	RICH AUSTILL, AS400 MNTNC SERV	\$286.00
PARADISE BOTTLED WATER CO		2/14-SHOPS	210822	BOTTLED WATER	\$43.70
UNITED PARCEL SERVICE	S015648	000986641124	210860	GROUND PKG TO HAVIS FOR IT	\$19.04
INFORMATION TECHNOLOGY TOTAL ****					\$53,260.62
Division:	220	HUMAN RESOURCES			
ANOVAWORKS		27924	210992	PRE EMPLOYMENT PHYSICAL	\$315.00
		28038		PRE-EMPLOYMENT PHYSICAL	\$236.00
COLUMBIA INDUSTRIES SUPPORT LLC		151194	210782	SHREDDING SRVCS 2/11	\$41.04
		151393		SHREDDING SRVCS 2/18	\$41.04
		151579		SHREDDING SRVCS 2/25	\$123.12
HARRINGTON'S TROPHIES		72264	210799	NAME PLATES	\$64.98
		72316		RETIREMEN PLAQUE-JENNINGS	\$80.14



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From: 3/24/2014 To: 4/4/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PARADISE BOTTLED WATER CO		2/14-SHOPS	210822	BOTTLED WATER	\$43.70
WILBURN, AMY		2014 TUITION	211112	WILBURN-WINTER TUITION	\$481.72
HUMAN RESOURCES TOTAL ****					\$1,426.74
Division:	301	DEVELOPMENT SERVICES			
CITY OF RICHLAND		14-079 SCHUSTER	211014	ICC COURSE/LEAVENWORTH/SCHUSTE	\$239.28
		14-080 BORING		ICC COURSE/LEAVENWORTH/BORING	\$100.00
EAGLE EYE CONSULTING ENGINEERS		2014-RIC-FEB	211028	C54-14-DESIGN REVIEW	\$25,739.55
MILLER, NICHOLE		14-078 MILLER	211062	ICC COURSE/LEAVENWORTH/MILLER	\$50.00
SOMERS, CYNTHIA		030414	211087	SOMERS-UPS FEE-EAGLE EYE	\$24.10
TRI CITY HERALD	S015647	14-6794	210857	NOTICE OF APPLICATION FILED BY	\$124.90
	S015647	14-6795		NOTICE OF APPLICATION FILED BY	\$118.06
	S015647	14-6799		NOTICE OF PUBLIC HEARING RAN O	\$66.73
US BANK EQUIPMENT FINANCE INC		249132481	210980	XEROX 6604 PYMT 4/6-5/5/14	\$244.80
VERIZON WIRELESS		9722041735	211100	BLDG INSPECTORS LAPTOPS	\$160.06
DEVELOPMENT SERVICES TOTAL ****					\$26,867.48
Division:	331	PARKS & REC - RECREATION			
A & A MOTORCOACH INC		57799	210987	SPOKANE-SR TRIP CHARTER SRVCS	\$805.75
BUCKSKIN GOLF CLUB		2014 REFEREES	210772	YOUTH BBALL REFEREES 2014	\$8,165.82
CHARTER COMMUNICATIONS		3/14-180070321633	210778	INTERNET SERVICE 3/10-4/9	\$119.99
CITY OF RICHLAND CO-OP PRESCHOOL		C13-071/WINTER	210781	PRESCHOOL CO-OP 12/10-3/4	\$369.10
THRASHER, BEVERLY		SC11-1/MAR 2014	210849	FOOT CARE #8633-MAR 2014	\$634.80
TREASURE VALLEY COFFEE CO		12379	210855	RCC COFFEE DELIVERY	\$107.22
PARKS & REC - RECREATION TOTAL ****					\$10,202.68
Division:	335	PARKS & REC - PARKS&FACILITIES			
ABM JANITORIAL NORTHWEST		6357500	210989	JANITORIAL SERVICES-MAR 2014	\$2,008.43
				JANITORIAL SERVICES-MAR 2014	\$432.80
				JANITORIAL SERVICES-MAR 2014	\$478.09
				JANITORIAL SERVICES-MAR 2014	\$2,229.85
				JANITORIAL SERVICES-MAR 2014	\$2,838.34
AIREFCO INC		3236792	210753	STICK METER/HOSES/COUPLER	\$507.85
		3238887		FAN MOTOR	\$163.65
AMERICAN ROCK PRODUCTS INC		199973	210991	SAND	\$96.49
		200058		SAND	\$280.80
		200151		SAND	\$215.88
ARAMARK UNIFORM SERVICES INC	S015638	2/14-934962000	210757	LINEN CHARGES FOR FEBRUARY, 20	\$310.08
BADGER MOUNTAIN IRRIGATION DISTRICT		2014 BADGER MTN	210758	BMID-BADGER MTN PARK	\$8,983.70
		2014 WESTCLIFFE		BMID-WESTCLIFFE PARK	\$846.20
BEAVER BARK & ROCK		601299	210760	BASALT ROCK	\$106.09
		601304		BASALT ROCK	\$159.14
		601309		BASALT ROCK	\$159.14



City Of Richland

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From: 3/24/2014 To: 4/4/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BEAVER BARK & ROCK		601315	210760	BASALT ROCK	\$159.14
		601324		BASALT ROCK	\$159.14
		601951		SOD (6 ROLLS)	\$24.37
BENTON COUNTY SHERIFF		DECEMBER 2013	210762	WORK CREW 2-DEC 2013	\$15,692.70
CANON SOLUTIONS AMERICA INC		704711	211005	W3511 COPIER BASE/COPIES	\$40.72
CENTRAL HOSE & FITTINGS INC		381706	210776	HEX NIPPLE	\$12.77
		382401		RECOIL HOSES	\$128.83
CITY OF RICHLAND		2/14-24	211013	#24 LANDFILL FEES-FEB	\$3,034.85
COLUMBIA GRAIN & FEED INC		122310	211019	SCREWS	\$4.69
EFC EQUIPMENT LLC		3294	211128	MOWER REPAIRS	\$149.43
		3295		REPLACE PULL CORD ASSY	\$136.71
		3296		REPAIR CHAINSAW	\$68.97
EWING IRRIGATION PRODUCTS INC		7630600	210791	TURFACE MVP 50 LBS	\$1,375.27
FASTENAL COMPANY		WARIC42596	211032	ALUM SLEEVES/EYE SWIVELS	\$97.96
		WARIC42763		DRIVER NUTS/SCREWS	\$27.30
GRAINGER	S015643	9385284980	210795	COMMERCIAL WATER HEATER ITEM #	\$4,244.56
	S015643	9390182617		DRAIN VALVE ITEM #6Z948	\$394.71
	S015643	9390205756		DRAIN EXTENSION KIT ITEM #4YN4	\$80.55
	S015643	9390290279		WATER HEATER STRAP SET ITEM #4	\$30.92
HERTZ EQUIPMENT RENTAL CORP		27323465-001	210802	TINE TILLER RENTAL 3/4-3/5	\$149.20
HOME DEPOT CREDIT SERVICES	S015649	6032606	210929	WOOD TRIM RCC CONF. ROOM	\$30.10
IRRIGATION SPECIALISTS INC		1095960-01	211044	PVC UNIONS/NIPPLES	\$263.92
		1096119-01		RUBBER GASKET/FLANGE	\$34.12
		1096133-01		VALVES/PVC TEES/COUPLINGS	\$396.89
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		783133	210808	SLIP FIX/PVC NIPPLES	\$39.40
		787024	211049	CLOSET AUGER DOWN HEAD	\$52.92
OXARC INC		F297191	210821	FIRE EXT ANNUAL MAINTENANCE	\$92.33
		R256845	211070	CO2 LIQUID	\$95.85
PLATT ELECTRIC SUPPLY INC		B863796	211074	ROTARY MOTOR PROTECTORS	\$248.74
PRO BUILD COMPANY LLC		71444442	211077	LUMBER	\$40.96
		71444482		LUMBER	\$143.55
PUMPTECH INC	S015482	0078492-IN	210831	FREIGHT	\$494.34
	S015482			SUBMERSIBLE PUMP, ABS MODEL	\$10,687.04
RICHLAND ACE HARDWARE		207242	210833	ROUGHNECK TOTE	\$21.65
		207276		PANEL LIGHT	\$9.74
		207282		WOOD BUTTON PLUGS	\$3.24
		207301		STEREO CABLE	\$7.57
		207316		CABLE TIES	\$32.47
		207345		FELT STRIP/GOOF OFF/CLIPS	\$19.24
		207347		SCREWDRIVER SET/PUTTY KNIFE	\$30.29
		40420		ROUGHNECK TOTE	\$21.65



City Of Richland

VL-1 Voucher Listing

From: 3/24/2014 To: 4/4/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		40439	210833	CONNECTOR/THREAD SEAL TAPE	\$12.75
		40504		TRIM ROLLER/PAINT TRAY/VELCRO	\$15.67
		40505		PAINT BRUSH/VARNISH	\$30.91
		40537		JOINT CEMENT	\$9.74
		40557		ROLLERS/TEXTURE KNOCKDOWN	\$69.81
		40574		LIGHT BULBS	\$12.99
		40593		CELL FOAM	\$5.40
		40606		HAND HELD SPRAYER	\$10.82
		40611		STAPLES	\$4.86
		40633		NOZZLE/HOSE/BATTERY	\$60.06
		40635		LANDSCAPE RAKE	\$49.81
		40638		CAULK	\$7.03
SCHINDLER ELEVATOR CORPORATION		7151902627	210838	LIBRARY ELEVATOR SRVC CALL	\$659.45
STEEBER'S LOCK SERVICE		2612	210843	DUPLICATE KEYS	\$21.55
TACOMA SCREW PRODUCTS INC		22091536	210844	MASTER DRIVER BIT SET	\$62.03
TOTAL FILTRATION SERVICES INC	S015562	PSV1175222	211091	AIR FILTER, 18 X 30 X 2, MERV	\$188.83
WALLA WATER INC DBA		12471	210867	INSTALL DOOR/OPENER	\$7,525.77
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$67,342.81
Division:	338	PARKS & REC - PROJECT ADMIN			
TRI CITY HERALD	S015647	14-6846	210857	REQUEST FOR QUOTE "COLUMBIA	\$280.87
PARKS & REC - PROJECT ADMIN TOTAL ****					\$280.87
Division:	900	NON-DEPARTMENTAL			
CITY OF PASCO		M030514	210780	ANIMAL SHELTERING-MAR 2014	\$19,515.64
STATE AUDITOR'S OFFICE		L102164	210842	AUDIT SERVICES -FEB 2014	\$2,306.84
NON-DEPARTMENTAL TOTAL ****					\$21,822.48
GENERAL FUND Total ***					\$378,128.84
FUND 101	CITY STREETS				
Division:	401	STREETS MAINTENANCE			
A & B ASPHALT INC		0000061468	210751	ASPHALT	\$410.40
ADVANCED SIGNAL & CONTRACTING LLC	P053855	2293	210990	RAILROAD CROSSING INSPECTIONS	\$440.00
	P053855	2298		RAILROAD CROSSING INSPECTIONS	\$310.00
	P053855	2304		RAILROAD CROSSING INSPECTIONS	\$310.00
CANON SOLUTIONS AMERICA INC		704711	211005	W3511 COPIER BASE/COPIES	\$40.72
NORTHWEST SIGN RECYCLING LLC		1714	211067	HYDRO STRIPPING SIGNS	\$1,526.72
PRO BUILD COMPANY LLC		71444553	211077	LAP SIDING	\$90.34
		71444754		SCREWS	\$20.02
STREETS MAINTENANCE TOTAL ****					\$3,148.20
Division:	402	ARTERIAL STREETS			
AMERICAN ROCK PRODUCTS INC		200152	210991	CONCRETE	\$405.37



City Of Richland

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From: 3/24/2014 To: 4/4/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AMERICAN ROCK PRODUCTS INC		200302	210991	CONCRETE	\$357.39
		200379		CONCRETE	\$506.31
		200495		CONCRETE	\$276.17
		200587		CONCRETE	\$342.55
		200693		CONCRETE	\$513.78
		200791		CONCRETE	\$472.19
DKS ASSOCIATES	P053380	0054279	211027	STREET LIGHT STANDARD REVIEW &	\$4,422.11
LEH APPRAISAL SERVICES LLC	P052425	3/14 DUPORTAIL	211052	DUPORTAIL BRIDGE - APPRAISAL F	\$15,750.00
POW CONTRACTING	P052374	C31-13/RETAINAGE	211075	C/O 3B: FOR OVERAGE OF CONTRA	\$1,734.00
	P052374			CO #1 ROADWAY OVERLAY OF FOWLE	\$11,541.70
WA STATE DEPT OF TRANSPORTATION	P053875	RE-313ATB40311121	211103	STEVENS DR EXTENSION-R.O.W. &	\$263.57
ARTERIAL STREETS TOTAL ****					\$36,585.14
CITY STREETS Total ***					\$39,733.34

FUND 110 LIBRARY
Division: 303 LIBRARY

CASCADE NATURAL GAS CORP		3/14-61897100006	211007	NAT GAS 955 NORTHGATE2/14-3/18	\$1,227.17
CHILIFRESH ENTERPRISES INC		CFC-201403-53	211011	SOCIAL NETWORKING PLATFORM	\$4,158.00
		CFR-201403-1162		PATRON REVIEW ENGINE	\$1,200.00
FRONTIER	S015642	3/14-253-003-5792	210794	TELEPHONE CHARGE 3/4/14-4/3/14	\$523.84
IDENTISYS INC		203814	211041	RIBBON CARTRIDGE ASSEMBLY	\$67.05
MERCIER, JEANETTE		14-030 MERCIER	210951	PLA CONF/INDIANAPOLIS/MERCIER	\$216.00
OCLC INC		0000307432	210819	CATALOGING SRVCS-FEB 2014	\$941.57
TECHNOLOGY UNLIMITED INC		282162	210846	CANON M5300 ANNUAL MAINTENANCE	\$963.87
UNIQUE MANAGEMENT SERVICES INC		252962	210859	COLLECTIONS-FEB 2014	\$644.40
UNIVERSITY OF WISCONSIN-MADISON		2438027	211096	INTERLIBRARY LOAN 114088550	\$20.00
WASHINGTON STATE PATROL		114006318	210870	VOLUNTEER BACKGROUND CHECKS	\$20.00
LIBRARY TOTAL ****					\$9,981.90
LIBRARY Total ***					\$9,981.90

FUND 112 INDUSTRIAL DEVELOPMENT FUND
Division: 305 ECONOMIC DEVELOPMENT

INTERNATIONAL COUNCIL OF SHOPPING CENTERS		1313611/2014-2017	210805	ICSC DUES 2014-2017	\$270.00
RGW ENTERPRISES PC	P053800	3/14-GENERAL	211082	2014 PROFESSIONAL SERVICES C13	\$9,300.11
ECONOMIC DEVELOPMENT TOTAL ****					\$9,570.11
Division: 306 ECONOMIC DEVELOPMENT PROJECTS					
BEAVER BARK & ROCK		602586	210996	ANCHOR PINS	\$42.20
PERMIT SURVEYING INC		14011-1.INV	211072	BOUNDARY LINE ADJ SURVEY	\$4,275.00
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$4,317.20



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From: 3/24/2014 To: 4/4/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
INDUSTRIAL DEVELOPMENT FUND Total ***					\$13,887.31
FUND 153	COMMUNITY DEV BLOCK GRANT				
Division:	000				
US DEPARTMENT OF HUD		2013 RLF INTEREST	210862	2013 CDBG RLF INTEREST	\$10.39
TOTAL ****					\$10.39
COMMUNITY DEV BLOCK GRANT Total ***					\$10.39
FUND 154	HOME FUND				
Division:	309	HOME PROGRAM			
CASCADE TITLE COMPANY OF BENTON		14-167	210775	AMENDMENT/RECORDING FEES	\$157.50
HOME PROGRAM TOTAL ****					\$157.50
HOME FUND Total ***					\$157.50
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
HARRINGTON'S TROPHIES		72171	211038	ENGRAVING	\$8.12
PARKS & REC PROJECTS TOTAL ****					\$8.12
PARK PROJECT CONSTRUCTION Total ***					\$8.12
FUND 385	GENERAL GOVT CONSTRUCTION				
Division:	900	NON-DEPARTMENTAL			
TRI CITY HERALD	S015647	14-6742	210857	REQUEST FOR PROPOSAL FOR	\$81.92
NON-DEPARTMENTAL TOTAL ****					\$81.92
GENERAL GOVT CONSTRUCTION Total ***					\$81.92
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
BADGER MOUNTAIN SOUTH DEVELOPMENT LLC		2013/W VINEYARD 1	210995	W VINEYARD 1-CONST ALLOWANCE	\$3,000.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P053801	3627-534293	211024	CONDUCTOR, CU, 4/0 19 STR BARE	\$3,072.47
	P053803	3627-534590		CONDUIT,PVC,4",SCH 40,20 FT	\$8,148.49
	P053803			CONDUIT,PVC,6",SCH 40,20 FT	\$20,611.66
	P053803	3627-534592		ADJUST SALES TAX	\$0.01
	P053803			ELBOW,PVC,6",22-1/2,30"RADIUS	\$23.07
	P053803			COUPLING,PVC,6",EXPANSION	\$62.81
	P053803			COUPLING,PVC,3",EXPANSION	\$80.14
	P053803			COUPLING,PVC,5",EXPANSION	\$116.53
	P053803			COUPLING,PVC,4",EXPANSION	\$122.38
	P053803			ELBOW,PVC,6",90,36" RADIUS	\$289.16
	P053803			ELBOW,PVC,6",90,48" RADIUS	\$419.12



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From: 3/24/2014 To: 4/4/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FASTENAL COMPANY	P053783	WARIC42701	211032	NUT, SPRING 3/8-16 STEEL CITY	\$1,650.49
	P053783			ADJUST UNIT PRICE	\$0.57
GRAINGER	P053785	9385626230	211037	ADHESIVE 3M SUPER WEATHERSTRIP	\$58.35
GRAYBAR ELECTRIC CO INC	S015574	971402410	210796	TERMINAL, COMP 750, 2-HOLE	\$754.74
	S015574	971422537		CONN, UG WATERTITE, 3 COND.	\$469.42
	P053669	971437279		STIRRUP #4-4/0 ACSR, ANDERSON	\$1,491.29
	P053669			CLAMP DEADEND, AUTO 4-4/0 ACSR	\$1,199.42
HD SUPPLY POWER SOLUTIONS LTD	P053686	2481726-01	211040	CONN, UG WATERTITE, 3 COND.	\$441.86
	P053713	2489368-00	210800	CABLE, SEC, UG TRIPLEX 350 AL	\$18,800.88
	S015624	2502828-00	211040	CONN, VISE #4/0 CU, BRONZE	\$557.75
KDL HARDWARE SUPPLY INC	S015608	532708	211047	PADLOCK, AMERICAN 5560	\$2,847.42
REXEL INC DBA	P053764	B850757	211081	CABLE, CU UG 500 THHN/THW/THWN	\$26,306.07
	P053764			CONDUCTOR, CU, 4/0 19 STR BARE	\$2,989.08
	P053764			CONDUCTOR, CU SD, #6 SOL BARE,	\$1,062.33
	P053764			CONDUCTOR, CU SD, #2 SOL BARE,	\$948.71
	P053764			ADJUST SALES TAX	(\$0.01)
	P053764			DISCOUNT	(\$560.62)
TECH PRODUCTS INC	P053754	62979	211089	TAG HOLDER, POLYETHYLENE,	\$1,200.86
WESCO DISTRIBUTION INC	P053699	512139	210872	GUY GRIP 3/8" LONG BAIL UNI.,	\$569.93
	P053699			GUY WIRE DISPENSER, PREFORMED	\$337.35
	P053699			GUY GUARD PLASTIC, YELLOW,	\$516.59
	P053665	512495	211109	CT, 600:5,600V, BAR TYPE,	\$9,232.58
	P053668	512799		CUTOUT/ARRESTER BRACKET 15"L	\$587.29
	P053455	513171		4-WAY W/STAINLESS STL. BRACKET	\$7,784.93
TOTAL ****					\$115,193.12
Division:	501	BUSINESS SERVICES			
ABADAN INC		ARIN046456	210752	PLOTTER PAPER	\$178.73
CITY OF RICHLAND		14-061 LARKIN	210900	NEMS MTG/PORTLAND/LARKIN	\$386.67
PACIFIC NW UTILITIES CONF COMMITTEE		14VNF9	210959	POWER GROUP SUPPORT	\$6,000.00
SCHENNUM, RHONDA		031714	210966	SCHENNUM-COUNTY PLAT COPIES	\$16.00
BUSINESS SERVICES TOTAL ****					\$6,581.40
Division:	502	ELECTRICAL ENGINEERING			
HOME DEPOT CREDIT SERVICES	S015649	592889	210929	PADLOCK, CHAIN	\$26.65
US BANK EQUIPMENT FINANCE INC		249132481	210980	XEROX 6604 PYMT 4/6-5/5/14	\$81.60
WA STATE DEPT OF TRANSPORTATION		RE-45JE5520L010	211104	PLANS REVIEW-FIBER-POWERLINES	\$246.40
XEROX CORPORATION	P053488	072909027	210878	W5030 XEROX EQPT RENTAL/COPIES	\$60.95
ELECTRICAL ENGINEERING TOTAL ****					\$415.60
Division:	503	POWER OPERATIONS			
BOYD'S TREE SERVICE LLC	P053496	3231	210770	TREE PRUNING SVC-JAN 1 THRU AP	\$5,149.95
CANON SOLUTIONS AMERICA INC		704711	211005	W3511 COPIER BASE/COPIES	\$13.57



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From: 3/24/2014 To: 4/4/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GRAINGER	S015643	9387993232	210795	SOCKET ADAPTER ITEM #5ECC0	\$36.78
HD SUPPLY POWER SOLUTIONS LTD	S015532	2466272-00	211040	REPLACEMENT BLADES	\$238.26
HOME DEPOT CREDIT SERVICES	S015649	7593869	210929	9 INCH LEVEL	\$42.62
NORTHPOINT ELECTRICAL CONTRACTING INC	P053095	C91-13/PYMT 6	210817	C/O #34 ISSUED INCREASE OR CRE	\$1,483.13
RICHLAND ACE HARDWARE		207312	210833	WATCH BATTERY	\$5.40
		207335		RETURN WATCH BATTERY	(\$5.40)
RPC LLC		5558	211083	BASALT LANDSCAPE BOULDERS	\$649.80
SHARI'S MANAGEMENT CORP		13303011427015	210840	OVERTIME MEALS 3/2/14	\$46.68
TYNDALE ENTERPRISES INC	P053495	733115	210858	FIRE RETARDANT CLOTHING-2014	\$2,348.62
	P053495	733116/733259		FIRE RETARDANT CLOTHING-2014	\$171.11
POWER OPERATIONS TOTAL ****					\$10,180.52
Division:	504	SYSTEMS DIVISION			
CANON SOLUTIONS AMERICA INC		704711	211005	W3511 COPIER BASE/COPIES	\$13.56
ELR CONSULTING INC	P053491	2438	211030	2014 INTEGRATION SUPPORT FOR S	\$14,624.66
MAGNUM POWER LLC	P052892	C78-13/RETAINAGE	211057	TAPTEAL SUBSTATION OIL CONTAIN	\$15,405.53
OXARC INC		PS29827	210821	GASES	\$24.88
PARAMOUNT COMMUNICATIONS INC		30187	210823	STEVENS DR-POLE TRANSFER	\$592.94
STEEBER'S LOCK SERVICE		10136	210843	4 LOCKS-CLEANED AND LUBED	\$194.94
		2634		DUPLICATE KEYS (4)	\$13.65
		2640		DUPLICATE KEYS (4)	\$10.79
TITAN TRUCK EQUIPMENT		1067128	210851	WISE/BACKET	\$424.54
UTILITIES PLUS LLC		3300	210863	LOCATING SERVICES-FEB 2014	\$8,555.00
SYSTEMS DIVISION TOTAL ****					\$39,860.49
Division:	505	ENERGY POLICY MGMT			
APOLLO SHEET METAL INC		120822	210993	1116 SANFORD-REBATE-HP/PTCS	\$900.00
		123504		118 PIPER-REBATE-PTCS	\$400.00
BENTON COUNTY AUDITOR/WEATHERWISE	P053825	1200120 RELEASE	210761	D CAMARENA-LIEN RELEASE; AC#	\$72.00
	P053825	161320 RELEASE		W TUTTLE-LIEN RELEASE; AC# 161	\$72.00
	P053825	30300		T EATON-RECORD LIEN; AC# 30300	\$72.00
	P053825	360280 RELEASE		B FREEPONS-LIEN RELEASE; AC#	\$72.00
	P053825	402380		D RHODES-RECORD LIEN; AC# 4023	\$72.00
	P053825	60620 RELEASE		S GREENE-LIEN RELEASE; AC#6062	\$72.00
	P053825	641280 RELEASE		D CARR-LIEN RELEASE; AC# 64128	\$72.00
	P053825	642280		T ETHERINGTON-RECORD LIEN; AC#	\$72.00
	P053825	650020 RELEASE		J MARTIN-LIEN RELEASE; AC# 650	\$72.00
	P053825	722340 LIEN		D HOLMBERG-RECORD LIEN; AC#	\$72.00
	P053825	844040 RELEASE		J KLOS-LIEN RELEASE; AC# 84404	\$72.00
BENTON PUD		3/14-3287762373	211000	ELECTRIC SRVC 2/20-3/21	\$629.30
CITY OF RICHLAND		14-082 SENGER	211014	BPA MTG/PORTLAND/SENGER	\$246.27
		231460	211015	1327 TUNIS-REBATE-DHP	\$1,500.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		402380	211015	701 COAST-REBATE-HP	\$500.00
		772800		603 MEADOWS E-REBATE-HP/PTCS	\$900.00
DELTA HEATING & COOLING INC		22178	211026	105 BREMMER-REBATE-HP	\$500.00
		22184		2359 FERNDAL-REBATE-HP	\$500.00
	P053774	22205		EE LOAN: R MARPLE, 1327 TUNIS	\$3,969.20
		22206		1607 PLATT-REBATE-DHP	\$1,500.00
		22207		1832 BIRCH-REBATE-HP/PTCS	\$900.00
		22208		230 COTTONWOOD-REBATE-HP	\$500.00
	P053771	22209		EE LOAN: T. GRALL, 603 MEADOWS	\$7,851.75
		22210		1206 SANFORD-REBATE-DHP	\$1,500.00
	P053826	22240		EE LOAN: T. EATON, 315 ABBOT -	\$3,969.20
EDGEMON, SANDI		14-066 EDGEMON	210789	BPA MTG/PORTLAND/EDGEMON	\$424.76
		14-116 EDGEMON	211029	BPA MTG/PORTLAND/EDGEMON	\$194.36
FLUID MARKET STRATEGIES INC	P053702	12058	211033	DUCTLESS HEAT PUMP PROGRAM	\$400.00
	P053558	S4-0314-048		RETAIL PRODUCT PROMOTION FOR C	\$17,877.75
GLASS NOOK INC		61726	211036	343 WESTMORELAND-REBATE-WINDOW	\$2,111.92
SENGER, DAWN M		14-082	211086	BPA NTG/MILEAGE/SENGER	\$263.04
TALON SYSTEMS INC DBA		5434	210845	2720 HYDE RD-REBATE-PTCS	\$400.00
		5479		2359 FERNDAL-REBATE-PTCS	\$400.00
ENERGY POLICY MGMT TOTAL ****					\$49,129.55
Division:	506	TECHNICAL SERVICES			
CANON SOLUTIONS AMERICA INC		704711	211005	W3511 COPIER BASE/COPIES	\$13.57
FASTENAL COMPANY		WARIC42667	210792	LED WORKLIGHT	\$67.31
REXEL INC DBA		B907036	211081	LEAD TEST SET	\$24.31
TACOMA SCREW PRODUCTS INC		22090152	210844	LIFT CHAINS/HOOKS	\$108.51
TECHNICAL SERVICES TOTAL ****					\$213.70
ELECTRIC UTILITY FUND Total ***					\$221,574.38
FUND	402	WATER UTILITY FUND			
Division:	000				
HD SUPPLY WATERWORKS LTD	S015598	C084968	210801	COUP CTS X GALV PKJNT 1 X 3/4"	\$173.80
	P053716	C123151		COUP FIP X CTS PACK JT, 1-1/4"	\$193.42
	P053716			METER,ADAPTER 3/4" X 1" METER	\$5,434.93
	P053716			ELBOW CTS PACK JOINT, 1-1/2"	\$1,541.11
	P053716			VALVE CURB STOP 1-1/2"CTS PACK	\$754.46
	P053716			ELBOW MIP X CTS PACK JNT, 2"	\$270.61
	P053716			COUP CTS X GALV PACK JOINT, 1"	\$215.19
	P053716			COUPLING GALV PCK JOINT 1-1/4"	\$151.79
	P053716			COUPLING GALV PACK JOINT 2"	\$144.65
	P053716			ADJUST SALES TAX	\$0.01



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HD SUPPLY WATERWORKS LTD	P053716	C123151	210801	COUP FIP X CTS PACK JNT 1-1/2"	\$246.27
THE WILSON BOHANNAN PADLOCK COMPANY	P053674	0107443-IN	210848	PADLOCK, WILSON BOHANNON MODEL	\$885.00
TOTAL ****					\$10,011.24
Division:	410	WATER CAPITAL PROJECTS			
BRANOM INSTRUMENT CO		525454	211119	ETHERNET SWITCH	\$656.30
CONAGRA FOODS LAMB WESTON INC	P053864	C65-14	210905	IRRIGATION UTILITY IMPRVMT - M	\$33,916.00
HARBOR FREIGHT TOOLS USA INC	S015639	636699	210798	RATCHET TIE DOWNS	\$38.96
LINDSAY SALES HOLDING COMPANY DBA	P052094	3626	210945	HORN RAPIDS IRRIGATION PUMP	\$240.00
POW CONTRACTING	P052374	C31-13/RETAINAGE	211075	COLUMBIA PARK LIFT STATION - W	\$4,752.90
TRI CITY HERALD	S015647	14-6770	210857	CALL FOR BID ON 214 NORTH RICH	\$185.84
WA STATE DEPARTMENT OF HEALTH	P053870	E000863	211101	2014 NRW SITE IMPROVEMENTS -	\$512.00
WATER CAPITAL PROJECTS TOTAL ****					\$40,302.00
Division:	412	WATER OPERATIONS			
ARAMARK UNIFORM SERVICES INC	S015638	2/14-934962000	210757	LINEN CHARGES FOR FEBRUARY, 20	\$39.87
BENTON FRANKLIN HEALTH DISTRICT		6371	210999	WATER SAMPLES-FEB	\$2,279.00
CASCADE NATURAL GAS CORP		3/14-28638100009	211007	NAT GAS 110 SAINT 2/14-3/18	\$16.68
ENERGY NORTHWEST		ENV02323	211031	WATER SAMPLES-FEB	\$42.00
HD FOWLER COMPANY INC	S015618	I3576859	211039	DE-CHLOR TABLETS, 45 LB PAIL,	\$692.43
HOME DEPOT CREDIT SERVICES	S015649	1080059	210929	TILELAB CLEAN & RESEAL	\$54.14
OXARC INC		PS29468	210821	SODIUM HYPOCHLORITE	\$318.27
TRI CITY FENCE INC	S015352	53029A	210856	TAPEAL #1 RES 1 4" HINGE & PO	\$249.08
USA BLUEBOOK	S015594	288629	211098	FREIGHT FOR TURBIDITY STANDARD	\$20.80
	S015594			TURBIDITY STANDARD FOR 2100N 0	\$67.15
WATER OPERATIONS TOTAL ****					\$3,779.42
Division:	413	WATER MAINTENANCE			
A CORE INC		348158	210988	CORE DRILLING-BATTELLE BOOSTER	\$270.75
AMERICAN ROCK PRODUCTS INC		199904	210991	TOP COURSE	\$128.42
CANON SOLUTIONS AMERICA INC		704711	211005	W3511 COPIER BASE/COPIES	\$40.72
CONNELL OIL INC		0082189-IN	210785	OMNIGUARD	\$92.32
GRAINGER	S015643	9384057031	210795	PLEATED FILTER ITEM #5W979	\$128.53
HD FOWLER COMPANY INC		I3576858	211039	BELL JOINT LEAK CLAMP	\$353.01
		I3577713		ROMAC SADDLE/MJ CAP/ACCESS KIT	\$252.57
	S015619	I3578504		10" REPAIR CLAMP, ONE-SECTION,	\$571.74
		I3580489		4" MJ CP/ACCESS KIT	\$51.62
HD SUPPLY WATERWORKS LTD	S015607	C099824	210801	RUBBER YOKE END GASKET FOR 3/4	\$151.62
KELLEY'S TELE-COMMUNICATIONS INC	P053566	276303012014	211048	ANSWERING SERVICE FOR WATER &	\$72.03
TRI CITY FENCE INC	S015352	53029A	210856	KEENE ROAD PUMP STATION (OWNER	\$2,176.83
	S015352			CITY SHOPS COMPLEX, 2700 DUPOR	\$431.03
	S015352			TAPEAL #1 RES 1 4" HINGE & PO	\$103.98
WATER MAINTENANCE TOTAL ****					\$4,825.17



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From: 3/24/2014 To: 4/4/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WATER UTILITY FUND Total ***					\$58,917.83
FUND 403	WASTEWATER UTILITY FUND				
Division: 421	SEWER CAPITAL PROJECTS				
CENTRAL HOSE & FITTINGS INC		383693	210776	HOSE PARTS/CLAMPS/ADAPTER	\$213.69
COLUMBIA ELECTRIC SUPPLY	P053741	5858-183472	210904	CREDIT FOR RETURNED DRIVE AND	(\$2,150.42)
	P053741	5858712927/713703		24V I/O MODULE, CATALOG	\$760.27
	P053741			ADJUST SALES TAX	(\$0.02)
	P053741			PF750 ADAPTER CARD, CATALOG	\$160.83
	P053741			PF753 AC DRIVE 10HP, CATALOG	\$1,559.51
	P053741			BEZEL KIT, CATALOG #20-HIM-B1	\$263.17
	P053741			PF70/700 ETHERNET COMM MODULE,	\$1,710.60
	P053741			ENHANCED POWERFLEX HIM, CATALO	\$511.72
	P053741			PF73 AC DRIVE 100 HP, CATALOG	\$17,901.97
FLUID DYNAMICS INC	P053612	1372606	210921	FREIGHT	\$500.00
	P053612			POLYMER BLENDING SYSTEM, DYNAB	\$14,750.00
IRRIGATION SPECIALISTS INC		1096038-01	210806	PVC CEMENT/PRIMER/BUSHINGS	\$46.34
PARAMOUNT SUPPLY COMPANY		904831	210824	PIGTAIL/PUMP GAUGE	\$111.04
		905707		PIGTAIL/PUMP GAUGE	\$112.42
POW CONTRACTING	P052374	C31-13/RETAINAGE	211075	COLUMBIA PARK LIFT STATION - S	\$19,825.15
	P052374			C/O #3A FOR OVERAGE OF CONTRA	\$961.75
PUMPTECH INC	P053532	0078984-IN	211079	BELT PRESS FEED PUMP 2 - LOBEP	\$18,191.15
	P053532			FREIGHT	\$650.88
RICHLAND ACE HARDWARE		40656	210833	APPLIANCE CORD/SCREWDRIVER SET	\$31.39
SEWER CAPITAL PROJECTS TOTAL ****					\$76,111.44
Division: 422	SEWER OPERATIONS				
ABM JANITORIAL NORTHWEST		6357500	210989	JANITORIAL SERVICES-MAR 2014	\$263.51
BENTON FRANKLIN HEALTH DISTRICT		6390	210765	WASTEWATER SAMPLES-FEB 2014	\$116.00
BRANOM INSTRUMENT CO	P053721	524505.2	211002	ADJUST TAX	(\$0.01)
	P053721			115VAC SELF CONTAINED FLOW SWI	\$460.71
	P053721			FREIGHT	\$19.02
	P053721			ARMORED CABLE, 2 METER LENGTH,	\$69.11
CLAFLIN, RICHARD		022714	211017	CLAFLIN-CDL ENDORSEMENT FEE	\$85.00
COMPLETE PEST PREVENTION INC	P053613	24442	210784	MONTHLY INSECT & RODENT CONTRO	\$36.10
NORCO INC		13134792	211066	LEL DETECTORS	\$262.63
OVIVO USA LLC	P053610	8462394	210820	SALES TAX	\$124.93
	P053610			ASSY ROLLER (SCUM SCRAPER), DA	\$1,505.17
OXARC INC		PS9881A	210958	CHLORINE	\$6,671.75
POLYDYNE INC	P053768	866821	210828	EMULSION POLYMER, CLARIFLOC C6	\$5,428.00
RICHLAND ACE HARDWARE		40478	210833	SOLAR ACTION OWL	\$43.31



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From: 3/24/2014 To: 4/4/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		40568	210833	EPOXY PUTTY	\$7.03
		40671		NYLON ANCHOR/HANGING STRIPS	\$15.87
UNITED PARCEL SERVICE	S015634	000986641114	210860	ADDITINAL HANDLING CHARGES FOR	\$8.75
	S015634			GROUND PKG TO ALS FOR WWTP	\$23.86
	S015648	000986641124		GROUND PKG TO ALS FOR WWTP	\$47.19
YAKIMA VALLEY PACIFIC NW CLEAN WATER ASSN		2014 DUES	210879	2014 PNCWA MEMBERSHIP DUES	\$60.00
SEWER OPERATIONS TOTAL ****					\$15,247.93
Division:	423	SEWER MAINTENANCE			
ABM JANITORIAL NORTHWEST		6357500	210989	JANITORIAL SERVICES-MAR 2014	\$263.51
CENTRAL HOSE & FITTINGS INC		383215	211008	POLY FITTINGS	\$59.72
COMPLETE PEST PREVENTION INC	P053613	24442	210784	MONTHLY INSECT & RODENT CONTRO	\$36.10
CUES INC	P053331	404556	210786	Granite XP Upgrade and	\$615.00
HOME DEPOT CREDIT SERVICES	S015649	9560118	210929	ROTOSAW, XWHEELS, DD ATTACH	\$189.45
IRON HORSE VAC LLC		2442	210932	DE-WATERING VAC SUPPORT	\$649.80
KELLEY'S TELE-COMMUNICATIONS INC	P053566	276303012014	211048	ANSWERING SERVICE FOR WATER &	\$72.03
MCKENNA VIDEO SERVICES	S014915	10003129	211060	WASTEWATER TAPE CONVERSION PER	\$346.83
RICHLAND ACE HARDWARE		207284	210833	SIMPLE GREEN/BULBS	\$36.02
		207302		BRAKE BULBS VEH 3255	\$2.48
SOLID WASTE SYSTEMS INC		0068500-IN	210970	ARIES SEEKER CAMERA REPAIR	\$467.97
UNITED PARCEL SERVICE	S015662	000986641134	211095	GROUND PKG TO MCKENNA VIDEO FO	\$12.24
SEWER MAINTENANCE TOTAL ****					\$2,751.15
WASTEWATER UTILITY FUND Total ***					\$94,110.52
FUND	404	SOLID WASTE UTILITY FUND			
Division:	430	CAPITAL PROJECTS			
PARAMETRIX INC	P050796	01-73240	211071	MOD. #1 PRELIMINARY LF EXP A	\$9,180.61
CAPITAL PROJECTS TOTAL ****					\$9,180.61
Division:	432	SOLID WASTE COLLECTION			
ANOVAWORKS		27684	210992	PHYSICAL/DOT EXAM	\$110.00
HARBOR FREIGHT TOOLS USA INC	S015639	633867	210798	LIFTING SLING, RECOVERY STRAP	\$66.04
MORROW, JERAMIE		031814	211065	MORROW-CDL ENDORSEMENT FEE	\$85.00
TOTER INC	S015585	KB336930	210852	TOTER 96 GALLON LIDS AND HARDW	\$1,954.82
	S015585			SHIPPING	\$356.91
SOLID WASTE COLLECTION TOTAL ****					\$2,572.77
Division:	433	SOLID WASTE DISPOSAL			
ABM JANITORIAL NORTHWEST		6357500	210989	JANITORIAL SERVICES-MAR 2014	\$639.43
ARAMARK UNIFORM SERVICES INC	S015638	2/14-934962000	210757	LINEN CHARGES FOR FEBRUARY, 20	\$83.52
BENTON FRANKLIN HEALTH DISTRICT		2014 LANDFILL	210764	2014 SW LANDFILL PERMIT	\$3,000.00
FASTENAL COMPANY		WARIC42658	210792	UTILITY KNIVES	\$13.65
GRAINGER	S015643	9382959105	210795	COLLATED RING PLIER ITEM #1TLK	\$172.12



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HARBOR FREIGHT TOOLS USA INC	S015639	634371	210798	SOCKET HOLDERS/SCREWDRIVERS/ET	\$104.74
PARAMETRIX INC	P052493	01-73248	211071	LANDFILL ENVIRONMENTAL MONITOR	\$6,644.82
RICHLAND ACE HARDWARE		40546-1	210833	POLY SCOOP	\$10.82
		40704		SNAP SPRINGS/LAUNDRY SOAP	\$30.25
UNITED PARCEL SERVICE	S015648	000986641124	210860	GROUND PKG TO LANDTEC FOR LAND	\$11.99
	S015648			ADDITIONAL HANDLING CHARGE FOR	\$8.75
SOLID WASTE DISPOSAL TOTAL ****					\$10,720.09
SOLID WASTE UTILITY FUND Total ***					\$22,473.47
FUND 405	STORMWATER UTILITY FUND				
Division:	440	STORMWATER CAPITAL PROJECTS			
TRI CITY HERALD	S015647	14-6769	210857	CALL FOR BID "LESILE GROVES	\$182.58
STORMWATER CAPITAL PROJECTS TOTAL ****					\$182.58
Division:	441	STORMWATER			
ABM JANITORIAL NORTHWEST		6357500	210989	JANITORIAL SERVICES-MAR 2014	\$263.51
BEAVER BARK & ROCK		602273	210892	DRIVEWAY GRAVEL	\$35.72
		602291		DRIVEWAY GRAVEL	\$35.72
COMPLETE PEST PREVENTION INC	P053613	24442	210784	MONTHLY INSECT & RODENT CONTRO	\$36.10
GRAINGER	S015643	9385616991	210795	CLASS 2 TRANSFORMER ITEM #41D4	\$195.59
PRO BUILD COMPANY LLC		71444172	210829	80 LBS CONCRETE MIX	\$18.41
TACOMA SCREW PRODUCTS INC		22091540	210844	EAR PLUGS/TUBE BRUSHES	\$160.29
STORMWATER TOTAL ****					\$745.34
STORMWATER UTILITY FUND Total ***					\$927.92
FUND 407	MEDICAL SERVICES FUND				
Division:	121	AMBULANCE			
BOUND TREE MEDICAL LLC		60532561	210768	DEXTROSE/EPI/LIDOCAINE	\$176.68
		60546975		MIDAZOLAM	\$12.10
		60546976		THIAMINE/AMIODARONE	\$59.79
		81333444		BAG VALVE MASK	\$11.10
		81333445		IV SETS/EXAM GLOVES/GAUZE	\$420.67
		81334826		RED DOT ELECTRODES	\$257.22
		81336096		CHUX UNDERPADS	\$12.23
		81337390		INSTANT COLD PACKS	\$11.92
		81337391		IV SETS/EXAM GLOVES/BANDAGES	\$194.19
		81338768		SUCTION CUPS/ADULT BP CUFFS	\$149.58
		81338769		EPI/GLUCAGEN/THIAMINE	\$423.22
		81340323		SALINE	\$73.73
		81340324		VACUUM SPLINTS	\$23.13
		81342838		TAMPER EVIDENT SEALS	\$40.26



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From: 3/24/2014 To: 4/4/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BOUND TREE MEDICAL LLC		81342839	210768	ELECTRODES/IV SETS/BIO BAGS	\$606.17
		81342840		SENSORS/PB CUFF/EXAM GLOVES	\$113.06
		81343933		BLOOD TUBES	\$29.59
		81351802		IV'S/DEFIB PADS/BVM'S	\$314.57
		81351803		ANTIMICROBIAL WIPES	\$10.51
		81351804		SAFETY GLASSES/BP CUFFS	\$219.36
		81354760		NALOXONE/ALBUTEROL/DEXTROSE	\$255.18
		81354761		SCALPEL/IV SETS/DEFIB PADS	\$957.80
		81354762		INSTANT COLD PACK	\$11.92
		81359254		MIDAZOLAM	\$35.79
POCKETINET COMMUNICATIONS INC	40949		210827	INTERNET SRVCS 4/1-5/1/14	\$46.75
RICHLAND ACE HARDWARE	40531		210833	FLUORESCENT BULBS	\$21.64
AMBULANCE TOTAL ****					\$4,488.16
MEDICAL SERVICES FUND Total ***					\$4,488.16
FUND 408	BROADBAND FUND				
Division:	460	BROADBAND ADMINISTRATION			
ID CONSULTING SOLUTIONS LLC	P053138	2014-981	210804	MODIFICATION #7 - INSPECTION	\$11,080.00
BROADBAND ADMINISTRATION TOTAL ****					\$11,080.00
BROADBAND FUND Total ***					\$11,080.00
FUND 501	CENTRAL STORES FUND				
Division:	000				
AMSAN	S015579	306851395	210755	CLEANER, NON-ACID DISINFECTANT	\$834.34
HD FOWLER COMPANY INC	P053767	I3580225	211039	PVC CAP SLIP, 3IN	\$14.30
	P053767			PVC ELBOW SLIP, 90 DEG, 2 IN	\$7.91
	P053767			PVC ELBOW SLIP, 45 DEG, 2 IN	\$9.31
	P053767			PVC ADAPTER MIPT X SLIP, 1-1/4	\$2.82
	P053767			FREIGHT	\$27.08
	P053767			PVC THREADED NIPPLE 3/4 X 4	\$2.27
	P053767			PVC ADAPTER FIPT X SLIP, 2"	\$13.00
	P053767			PVC THREADED NIPPLE 3/4 X CLSE	\$1.19
	P053767			PVC THREADED NIPPLE 1/2 X 6	\$1.05
	P053767			ADJUST SALES TAX	(\$0.02)
	P053767			PVC BUSH SLP X SLIP, 2-1/2 X 1	\$19.06
	P053767			PVC BUSH SLP X SLIP, 2-1/2 X 2	\$19.06
	P053767			PVC ELBOW SLIP, 90 DEG, 2-1/2	\$24.26
	P053767			PIPE, PVC CL 200, 1-1/2IN	\$67.15
	P053767			PIPE, PVC CL 200, 2IN	\$49.82
	P053767			PVC COUPLING SLIP-FIX, 4IN	\$45.55



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HD FOWLER COMPANY INC	P053767	I3580225	211039	NOZZLE, 304CV 3/4 CIRCLE,	\$42.02
	P053767			PIPE, PVC CL 200, 4IN	\$36.39
	P053767			PVC ELBOW SLIP, 45 DEG, 1 IN	\$4.12
	P053767			PVC THREADED NIPPLE 1 X CLOSE	\$3.79
	P053767			PVC COUPLING THREADED, 1/2 IN	\$3.25
	P053767			STREET ELBOW 90 DEGREE, 3/4"	\$22.74
	P053767			PVC THREADED NIPPLE 3/4 X 6	\$2.82
	P053767			SPRINKLER,POPOP 4IN W/O NOZZLE	\$262.09
	P053767			PVC CAP SLIP, 4IN	\$32.38
	P053767			PIPE, PVC CL 200, 1IN	\$32.92
	P053767			PVC CEMENT, MED-FAST, QUART	\$183.89
HOME DEPOT CREDIT SERVICES	S015649	3020384	210929	FAST SET CONCRETE	\$303.35
STELLAR INDUSTRIAL SUPPLY	P053763	3351146	211088	CUT-OFF WHEEL 12", 12X1/8X20MM	\$134.08
TOTAL ****					\$2,201.99
Division:	903	CENTRAL STORES			
CANON SOLUTIONS AMERICA INC		671291	211005	W6520 COLOR COPIER 12/13 PRTSP	\$1,894.25
		671293		W9220 BLK COPIER 12/13 PRTSHP	\$853.66
		706249		W6520 COLOR COPIER 2/14 PRTSHP	\$2,216.44
		706953		W9220 BLK COPIER 2/14 PRTSHOP	\$790.43
CENTRAL STORES TOTAL ****					\$5,754.78
CENTRAL STORES FUND Total ***					\$7,956.77
FUND	502	EQUIPMENT MAINTENANCE FUND			
Division:	214	EQUIPMENT MAINTENANCE			
A & E TOWING LLC		4311	210881	TOWING SRVC VEH 3161 35110	\$118.04
AMERICAN WEST CHROME INC		54503	210754	CYLINDER ASSY VEH 3312 34826	\$3,037.82
ARAMARK UNIFORM SERVICES INC	S015638	2/14-934962000	210757	LINEN CHARGES FOR FEBRUARY, 20	\$81.93
BLUE LINE CONSULTANTS LLC		14-12	210766	BANG BOXES VEH 2409 35250	\$1,262.95
BRAUN NORTHWEST INC		16294	210771	EVAP-COND CORES VEH 5043 34905	\$1,416.46
CASCADE FIRE EQUIPMENT CORP DBA		110839	210774	SHAFT-GEAR KITS VEH 5038 34865	\$1,118.74
CENTRAL HOSE & FITTINGS INC		382670	210776	HYD HOSES VEH 7135	\$233.63
		382734		FITTING VEH 3230 WO 35081	\$19.15
		382911		HYD HOSE VEH 3203 WO 35113	\$67.49
		382913		HOSE VEH 7146 WO 35175	\$37.30
		383008		HOSE STEMS VEH 3247 35214	\$84.30
COMMERCIAL TIRE INC		191108	210783	FLAT REPAIR VEH 7126 35062	\$57.04
		191109		TIRES VEH 6566 WO 35063	\$116.16
		191110		TIRES VEH 3281 WO 35064	\$23.91
		191111		TIRES VEH 3285 WO 35065	\$55.93
		191112		TIRES VEH 3244 WO 35066	\$55.93



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COMMERCIAL TIRE INC		191113	210783	TIRES VEH 3280 WO 35067	\$119.52
		191114		TIRES VEH 3292 WO 35068	\$71.28
		191256	211020	TIRES VEH 1106 WO 35190	\$704.24
		191258		TIRES VEH 3310 WO 35189	\$1,217.45
		191296		TIRES VEH 7135 WO 35188	\$842.04
		191297		TIRES VEH 7126 WO 85187	\$23.91
		191298		TIRES VEH 4117 WO 35186	\$293.94
		191299		TIRES VEH 3308 WO 35185	\$2,010.02
		191300		TIRES VEH 3283 WO 35184	\$103.73
		191427		TIRES VEH 3309 WO 35198	\$55.93
		191428		TIRES VEH 3285 WO 35199	\$71.28
		191437		TIRES VEH 5043 WO 35200	\$132.73
		191443		TIRES VEH 5041 WO 35197	\$172.81
		191444		TIRES VEH 2325 WO 35196	\$761.12
		191499		TIRES VEH 3204 WO 35227	\$76.93
		191651		TIRES VEH 1101 WO 35228	\$83.30
		191652		TIRES VEH 2257 WO 35229	\$72.47
		191653		TIRES VEH 2406 WO 35230	\$83.30
		191654		TIRES VEH 1382 WO 35231	\$83.30
		191655		TIRES VEH 1369 WO 35232	\$72.47
		191656		TIRES VEH 1371 WO 35233	\$72.47
		191657		TIRES VEH 1107 WO 35234	\$83.30
		191658		TIRES VEH 1204 WO 35235	\$83.30
		191659		TIRES VEH 2408 WO 35236	\$83.30
		191660		TIRES VEH 2409 WO 35237	\$83.30
		191661		TIRES VEH 1206 WO 35238	\$83.30
		191662		TIRES VEH 2412 WO 35239	\$83.30
		191663		TIRES VEH 1104 WO 35240	\$83.30
		191664		TIRES VEH 1208 WO 35241	\$83.30
		191690		TIRES VEH 1370 WO 35277	\$72.47
		191691		TIRES VEH 1203 WO 35278	\$83.30
		191692		TIRES VEH 1205 WO 35279	\$83.30
		191693		TIRES VEH 1376 WO 35280	\$83.30
		191694		TIRES VEH 2314 WO 35282	\$72.47
		191695		TIRES VEH 1102 WO 35283	\$83.30
		191696		TIRES VEH 1209 WO 35284	\$83.30
		191697		TIRES VEH 1105 WO 35285	\$83.30
		191699		TIRES VEH 1202 WO 35286	\$83.30
		191700		TIRES VEH 1207 WO 32587	\$83.30
		191701		TIRES VEH 2344 WO 35274	\$863.53
		191702		TIRES VEH 0308 WO 35288	\$72.47



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount	
COMMERCIAL TIRE INC		191703	211020	TIRES VEH 2410 WO 35289	\$83.30	
		191704		TIRES VEH 2411 WO 35290	\$83.30	
		191705		TIRES VEH 1210 WO 35291	\$83.30	
		191713		TIRES VEH 3310 WO 35275	\$1,025.20	
		191714		TIRES VEH 3283 WO 32576	\$1,105.71	
		191719		TIRES VEH 2366 WO 35202	\$634.45	
		191767		TIRES VEH 2327 WO 35310	\$72.47	
		191816		TIRES VEH 3309 WO 33508	\$55.93	
		192025		TIRES VEH 1201	\$83.30	
CONNELL OIL INC	S015639	0081852-IN	210785	LUBE VEH 3285 WO 35025	\$299.45	
		0082586-IN		LUBE PRODUCTS	\$475.92	
FASTENERS INC		S3870939.001	210793	FINISHING WASHERS	\$3.18	
		S3871771.001		DRILL BITS/TIE WRAP/WASHERS	\$107.66	
GROVER DYKES AUTO GROUP INC DBA	S015639	340956	210797	CONNECTORS VEH 5032 35033	\$115.29	
HARBOR FREIGHT TOOLS USA INC		636701	210798	MASTER BALL JOINT KIT/SERVICE	\$151.60	
JIM'S PACIFIC GARAGES INC		1117400	210807	FILTERS VEH 3252 WO 35165	\$91.87	
		1117401		FILTERS VEH 3279 WO 35142	\$101.34	
		1117402		FILTER VEH 3252 WO 35167	\$28.41	
		1117414		MPG KIT VEH 3252 WO 35166	\$78.31	
		1117638		SAL RINGS VEH 3311 35083	\$2.88	
		1117773		BRAKE DRUMS VEH 3315 35171	\$390.74	
		1117774		BRAKE DRUMS VEH 3311 35083	\$390.74	
		1117843		TURN SWITCH VEH 3279 35195	\$325.20	
		1118480		FLOOR COVER VEH 3279 35195	\$654.81	
		1118562		FILTER VEH 3292 WO 35267	\$21.76	
		1118626		AIR FILTER VEH 3279 35195	\$87.74	
		1118734		FILTERS VEH 3280 WO 35254	\$189.60	
		1119087		211045	TARP TIES VEH 3292 WO 35268	\$106.73
		1119088			AIR FILTERS VEH 3321 35314	\$51.22
JT AUTOMOTIVE PARTS INC DBA		303781	210937	AIR FILTER VEH 2284 34990	\$12.39	
		303782		OIL VEH 5043 WO 34905	\$18.89	
		303797		BULB VEH 2395 WO 35136	\$6.80	
		303989		DISC PAD VEH 2329 35144	\$47.00	
		304006		FILTERS VEH 3213 WO 35157	\$119.52	
		304008		EX FLUID VE 7146 WO 35153	\$11.90	
		304048		AIR FILTER VEH 3252 35165	\$71.27	
		304055		EX FLUID VEH 3313 35168	\$11.90	
		304210		BATTERY VEH 7200 WO 35183	\$109.04	
		304236		FUEL TANK/PUMP VEH 2256 35178	\$1,642.99	
		304303		DISC PAD VEH 2366 WO 35202	\$142.88	
		304311		BRK ROTOR VEH 2366 WO 35202	\$84.11	



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		304322	210937	FIRE EXTINGUISHERS VEH 6588	\$86.62
		304332		CORE DEPOSIT VEH 2366 35202	(\$13.00)
		304435		GREASE VEH 7146 WO 35175	\$10.61
		304437		CIRCUIT BRKRS VEH 2369 35208	\$25.67
		304454		DISC PAD VEH 1103 WO 35207	\$150.29
		304526		BRK CLEANER VEH 3203 35113	\$39.27
		304527		SIGNAL LAMPS VEH 3203 35113	\$13.25
		304544		AIR FILTER VEH 3320 WO 35180	\$12.42
		304557		FILTERS VEH 3267 WO 35219	\$25.43
		304559		BRAKES VEH 3267 WO 35210	\$354.21
		304563		WIPERBLADES VEH 3244 34998	\$38.85
		304570		BATTERIES VEH 7143 35115	\$29.92
		304578		RUST REMOVER VEH 3312 34826	\$8.58
		304587		CORE DEPOSIT	(\$24.37)
		304609		FUEL FILTER VEH 5031 WO 35222	\$88.97
		304610		BRK CLEANER VEH 3312 34826	\$36.46
		304624		BRACKET VEH 6587 WO 35253	\$59.78
		304634		GAS CAPS VEH 3263 WO 35249	\$43.17
		304663		FILTERS VEH 2371 WO 35256	\$18.09
		304664		FILTERS VEH 2372 WO 35257	\$18.09
		304667		OIL FILTER VEH 1348 WO 35258	\$4.12
		304689		FILTERS VEH 3292 WO 35267	\$131.38
		304695		FILTERS VEH 3298 WO 35272	\$16.19
		304698		FILTERS VEH 6579 WO 35270	\$62.74
		304702		CORE DEPOSIT VEH 3267 35210	(\$23.83)
		304730		ABSORBENT VEH 3730	\$94.33
		304731		O-RINGS/CLAMPS/BULBS	\$94.63
		304744		MASTER CYL VEH 3267 35210	\$111.54
		304776		FILTER WRENCHES	\$103.33
		304791		U-BOLTS VEH 5031 WO 35223	\$11.59
		304793		ANTIFREEZE VEH 7141 35005	\$115.95
		304843		HYD FILTER VEH 7141 WO 34895	\$44.71
		304918		BRK CLEANER VEH 7141 34895	\$33.66
		304937		FUSE HOLDER VEH 3312 34826	\$10.71
		304974		CORE DEPOSIT VEH 3267 35210	(\$73.63)
		304994		FILTERS VEH 3313 WO 35313	\$123.60
		304995		DISC PAD VEH 2368 WO 35307	\$56.34
		304996		FILTERS VEH 2256 WO 35311	\$10.66
		305018		SPEAKER VEH 3282 WO 35226	\$154.32
		305019		SPEAKER VEH 3281 WO 35132	\$154.32
LESKOVAR LINCOLN MERCURY INC		06428	210811	OIL GAUGE VEH 2329 35144	\$14.44



City Of Richland

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From: 3/24/2014 To: 4/4/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LESKOVAR LINCOLN MERCURY INC		06432	210811	CAPS VEH 2329 WO 35144	\$35.34
MCCURLEY CHEVROLET		311191	210814	INTERIOR DETAIL 1207 35159	\$203.63
		313013		INTERIOR DETAIL VEH 2411	\$162.90
		313197		FUEL FILTER VEH 3263 35246	\$123.31
		850342		CONNECTOR VEH 2344 35169	\$25.63
		850627		KNOBS VEH 2366 WO 35202	\$8.86
		850963	211058	ADDITIVE VEH 3267 WO 35210	\$19.71
		851215		PUMP VEH 3266 WO 35300	\$84.27
MONARCH MACHINE & TOOL CO INC		B169691	211064	COMPACTER VEH 6000 WO 35149	\$890.63
NORTHWEST DISTRIBUTING CO INC		0434880	210818	FLOOR CLEANER	\$359.65
NOVUS GLASS		I0005198	211068	WS REPAIRS VEH 2401 WO 35158	\$43.32
		I0005300		WS REPAIR VEH 1370 WO 35204	\$32.49
		I0005301		WS REPAIR VEH 3276 WO 35203	\$32.49
		I0005414		WINDSHIELD VEH 2398 35328	\$490.76
PARAMOUNT SUPPLY COMPANY		904458	210824	NIPPLE VEH 6543 WO 35082	\$28.86
PMI TRUCK BODIES INC		12357	210826	DRAWER UNIT VEH 3324 35205	\$936.80
RDO EQUIPMENT CO		P17310	211080	TIRES VEH 6587 WO 35243	\$339.93
		W37166	210832	REPAIR VEH 6587 WO 35247	\$54.30
TACOMA SCREW PRODUCTS INC		22091141	210844	EYE BOLTS VEH 0800 WO 35150	\$7.91
		22091159		CAP SCREWS VEH 6582 34920	\$55.94
		22092044		TOWELS VEH 7141 WO 35005	\$76.06
TIM BUSH MOTOR COMPANY DBA		118490	211090	DETAIL VEH 1378 WO 35320	\$233.28
		118491		DETAIL VEH 2353 WO 35321	\$233.28
TIRE FACTORY INC DBA		03-99643	210850	ALIGNMENT VEH 3312 34826	\$211.18
		03-99670		TIRES VEH 5043 WO 35217	\$2,499.80
		03-99717		ALIGNMENT VEH 2304 35242	\$56.26
TRANSPORT EQUIPMENT CO INC DBA		156561	210853	FUEL INJ KIT VEH 3315 34607	\$417.02
		156794		FILTER KIT VEH 3315 35152	\$57.70
		156802		CLAMPS VEH 3280 WO 35004	\$15.70
		156843		LOW BEAM VEH 3213 WO 35133	\$7.26
		156892		FILTER KIT VEH 3279 35143	\$57.54
		156893		FILTER KIT VEH 3171 35164	\$57.54
		156894		FILTER KIT VEH 3213 35157	\$57.54
		156935		BRAKES VEH 3315 WO 35171	\$268.44
		156968		STROBE VEH 3248 WO 35137	\$111.65
		157031		FILTER VEH 3213 WO 35133	\$85.80
		157169		RADIATOR CAPS VEH 3315 35171	\$54.97
		157170		O-RINGS VEH 3213 WO 35133	\$32.52
		157192		HUBCAPS VEH 3312 WO 34826	\$75.40
		157226		PULLEY VEH 3281 WO 35132	\$204.43
		157241		FILTER KIT-RETURNED	\$57.54



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From: 3/24/2014 To: 4/4/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRANSPORT EQUIPMENT CO INC DBA		157249	210853	FILTER KIT VEH 3280 35255	\$57.54
		157256		BRAKES VEH 3311 WO 35083	\$240.04
		157322		STEERING PUMP VEH 3213 35133	\$610.86
		157400	211092	AIR DRYER VEH 5031 WO 35223	\$439.44
		157497		REBATE VEH 3292 WO 34692	(\$2.17)
		157498		REBATE VEH 5036 WO 34655	(\$1.08)
		157574		FILTER VEH 3284 WO 35299	\$57.54
		157575		RADIO VEH 3282 WO 35226	\$188.70
		157603		VALVE VEH 3282 WO 35226	\$160.49
		157604		AIR DRYER VEH 3308 34719	\$546.85
		157667		SIGNAL VEH 3244 WO 35326	\$90.94
		157685		FILTER KIT VEH 3244 35333	\$57.54
		214428	210853	FILTER KIT RETURNED	(\$57.54)
WARD DIESEL FILTER SYSTEMS		545	211107	AIR CYL VEH 5037 WO 35298	\$231.33
WASHINGTON COMMUNICATIONS LLC DBA		355174	210868	GUN RACK VEH 2410 35121	\$48.88
WESTERN PETERBILT INC		H219599	210874	TORQUE ROD VEH 3315 35171	\$383.99
		H219629		WEBBING VEH 3315 WO 34607	\$159.49
		H219682		ELEMENT VEH 3308 WO 34719	\$44.72
		H219730		MODULE/GAUGE VEH 3308 34719	\$1,037.09
		H219828		BELTS VEH 3282 WO 35226	\$81.54
		H219890		ANTENNA VEH 3266 WO 35226	\$49.51
		H219891		ANTENNA VEH 3312 WO 34826	\$49.51
		H219892		TENSIONERS VEH 3282 35226	\$361.17
		H219893		ANTENNA GUIDE VEH 3282 35226	\$14.43
		H219949		PUMP VEH 3308 WO 34719	\$241.68
		H219950		CORE VEH 3308 WO 34719	\$71.78
WESTERN STATES EQUIPMENT COMPANY		PC110273317	211110	SLEEVES VEH 3281 WO 35055	\$237.33
		PC110273318		FILTERS VEH 7143 WO 35079	\$64.19
		PC110273319		HYD HOSE VEH 7135 WO 35069	\$238.00
		PC110273597		COUPLINGS VEH 3281 WO 35835	\$248.21
		PC110273852		COUPLINGS VEH 3283 WO 35148	\$19.23
		WO110095781		STEERING REPAIR VEH 7121 35324	\$3,185.22
WESTERN SYSTEMS & FABRICATION INC		6892	210875	BELT ASSY VEH 3281 WO 35084	\$154.68
		6952		CLAMPS VEH 3282 WO 35061	\$21.50
		6960		BELT ASSY VEH 3309 WO 35060	\$154.84
		6969	211111	TEMP SWITCH VEH 6969 WO 35151	\$343.71
		7019	210875	ELEMENTS VEH 3315 WO 34607	\$253.04
WONDRACK DISTRIBUTING INC		0439256	210876	OFF ROAD DYED DIESEL/LANDFILL	\$5,299.30
		0729630		CARDLOCK FUEL 3/9-3/15/14	\$17,324.88
WOODPECKER TRUCK & EQUIPMENT INC		1-240710018	210877	SOLENOID VEH 3171 WO 35162	\$318.22
		1-240730009		CLAMP VEH 3171 WO 35162	\$31.78



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From: 3/24/2014 To: 4/4/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EQUIPMENT MAINTENANCE TOTAL ****					\$70,644.31
EQUIPMENT MAINTENANCE FUND Total ***					\$70,644.31
FUND 503	EQUIPMENT REPLACEMENT FUND				
Division:	215	EQUIPMENT REPLACEMENT			
JOHN DEERE EXCHANGE	P053653	113500449	211025	ONE (1) ATV, JOHN DEERE MODEL	\$15,910.16
ZIONS BANK	P053832	2014/PYMT 4	210880	WESTMARK FIRE TRUCK #5042 ANNU	\$44,285.98
EQUIPMENT REPLACEMENT TOTAL ****					\$60,196.14
EQUIPMENT REPLACEMENT FUND Total ***					\$60,196.14
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING			
ALDRICH, NANCY		032014	210883	ALDRICH-YAKIMA-SW MEETING	\$13.00
BENTON COUNTY TREASURER		011049	210998	SURVEY PRINTS-FEB 2014	\$17.79
DKS ASSOCIATES	P053380	0054279	211027	STREET LIGHT STANDARD REVIEW &	\$2,872.89
MIOVISION TECHNOLOGIES INC	P053874	13833	211063	SACAJAWEA SCHOOL TRAFFIC STUDY	\$239.25
RICHLAND ACE HARDWARE		40645	210833	LITHIUM BATTERIES	\$19.46
ROMERO, NANCY		14-034 ROMERO	210963	LTAP TRNG/SPOKANE/ROMERO	\$111.66
US BANK EQUIPMENT FINANCE INC		249132481	210980	XEROX 6604 PYMT 4/6-5/5/14	\$81.60
VERIZON WIRELESS	P053570	9722080514	211100	INTERNET ACCESS ON 2 LAPTOPS:	\$110.39
PW ADMIN & ENGINEERING TOTAL ****					\$3,466.04
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$3,466.04
FUND 506	WORKERS COMPENSATION FUND				
Division:	221	WORKERS COMP INSURANCE RESERVE			
MATRIX ABSENCE MANAGEMENT INC		1028504	210812	QTRLY ADMIN FEES 3/1-5/31/14	\$9,250.00
WORKERS COMP INSURANCE RESERVE TOTAL ****					\$9,250.00
WORKERS COMPENSATION FUND Total ***					\$9,250.00
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
LIFE INSURANCE COMPANY OF NORTH AMERICA		3/2014-FLI051384	211055	FLI051384 PREMIUMS-MARCH	\$9,087.19
		3/2014-LK030278		LK030278 PREMIUMS-MARCH	\$10,888.00
		3/2014-OK807703		OK807703 PREMIUMS-MARCH	\$2,485.23
VERDE SERVICES INC		922801	210864	1ST QTR 2014 FLEX BENEFIT PLAN	\$810.00
WA STATE DEPT OF RETIREMENT SYSTEMS		1037526	211102	2013 OASI ADMIN FEE	\$168.05
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$23,438.47
HEALTH CARE/BENEFITS PLAN Total ***					\$23,438.47



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 611		FIREMAN'S PENSION			
Division:	216	FIRE PENSION			
ANDERS, PETER		AP00003703261401	210886	MEDICARE PREMIUM/ANDERS	\$104.90
BOWLS, DAVID		AP00003503261401	210896	MEDICARE PREMIUM/BOWLS	\$104.90
CANFIELD, HARRY R		AP00000403261401	210898	MEDICARE PREMIUM/CANFIELD	\$104.90
CARRICK, HENRY		AP00000503261401	210899	MEDICARE PREMIUM/CARRICK	\$104.90
CLARK, FRANK M		AP00000603261401	210901	MEDICARE PREMIUM/CLARK	\$104.90
DOWNNS, DANNY		AP00005103261401	210911	MEDICARE PREMIUM/DOWNNS	\$104.90
ELIASON, CURTIS		AP00003303261401	210914	MEDICARE PREMIUM/ELIASON	\$104.90
ESTY, RAYMOND J		AP00000903261401	210918	MEDICARE PREMIUM/ESTY	\$104.90
FERRIANS, ALLEN LARRY		AP00006003261401	210919	MEDICARE PREMIUM/FERRIANS	\$104.90
HOUCHIN, EARL		AP00001203261401	210930	MEDICARE PREMIUM/HOUCHIN	\$104.90
JOHNSON, NEILS E		AP00003403261401	210934	MEDICARE PREMIUM/JOHNSON	\$104.90
JONES, HAROLD		AP00005503261401	210935	MEDICARE PREMIUM/JONES	\$104.90
KEYS, JACK D		AP00006203261401	210941	MEDICARE PREMIUM/KEYS	\$104.90
LAHTI, ROGER P		AP00006403261401	210943	MEDICARE PREMIUM/LAHTI	\$104.90
MITCHELL, RAYMOND L		AP00001503261401	210953	MEDICARE PREMIUM/MITCHELL	\$104.90
MULROY, JAMES P		Q2-2014 MEDICARE	210956	MEDICARE PREMIUM 4/1-6/30/14	\$314.70
MYERS, EDWARD A		AP00007603261401	210957	MYERS/MEDICARE PREMIUM	\$104.90
POLLARD, JAMES		AP00004803261401	210960	MEDICARE PREMIUM/POLLARD	\$99.90
RONEY, LARRY		AP00003603261401	210964	MEDICARE PREMIUM/RONEY	\$104.90
WEST, ROYAL		AP00002003261401	210982	MEDICARE PREMIUM/WEST	\$104.90
WILLIAMSON, CRAIG E		AP00007503261401	210984	MEDICARE PREMIUM/WILLIAMSON	\$103.90
FIRE PENSION TOTAL ****					\$2,406.70
FIREMAN'S PENSION Total ***					\$2,406.70
FUND 612		POLICEMEN'S RELIEF & PENSION F			
Division:	217	POLICE PENSION			
BAKER, MARSHALL R		AP00006303261401	210888	MEDICARE PREMIUM/BAKER	\$104.90
BARTON DENTAL LLC		011514RC	210759	DENTAL DOS 1/15/14	\$957.50
BATES, LAURIE VERN JR		AP00004903261401	210890	MEDICARE PREMIUM/BATES	\$104.90
BEDEN, LARRY		AP00003803261401	210893	MEDICARE PREMIUM/BEDEN	\$104.90
BRUNSON, DALE A		AP00004203261401	210897	MEDICARE PREMIUM/BRUNSON	\$104.90
CLEAVENGER, WILL J		AP00007303261401	210902	MEDICARE PREMIUM/CLEAVENGER W	\$104.90
CLEMENTS, JOHN M		AP00007403261401	210903	MEDICARE PREMIUM/CLEMENTS	\$104.90
COUCH, LARRY		AP00006603261401	210906	MEDICARE PREMIUM/COUCH	\$104.90
DEMYER, JAMES J		AP00008003261401	210908	MEDICARE PREMIUM/DEMYER	\$104.90
DERRICK, GEORGE		AP00000703261401	210909	MEDICARE PREMIUM/DERRICK	\$104.90
DUCHEMIN, ROGER		AP00000803261401	210912	MEDICARE PREMIUM/DUCHEMIN	\$104.90
EMERITUS AT RICHLAND GARDENS		S000046550	210915	#219 ASSISTED LIVING-APR 2014	\$4,500.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GANLEY, JOHN M		AP00007903261401	210924	MEDICARE PREMIUM/GANLEY	\$104.90
HIGGINS, FRED C		AP00007803261401	210926	HIGGINS MEDICARE PREMIUM	\$104.90
LEWIS, DAVID L		AP00004303261401	210944	MEDICARE PREMIUM/LEWIS	\$104.90
LOHDEFINCK, RICHARD N		AP00002303261401	210947	MEDICARE PREMIUM/LOHDEFINCK	\$104.90
MANUEL, D ART		AP00002503261401	210950	MEDICARE PREMIUM/MANUEL	\$104.90
MAXCARE LLC		110613KT	210813	REPLACE MATTRESS DOS 11/06	\$1,169.03
MOORE, ROBERT		AP00007103261401	210955	MEDICARE PREMIUM/MOORE	\$104.90
SPARKS, DAVID W		AP00005903261401	210971	MEDICARE PREMIUM/SPARKS	\$104.90
THOMAS, GERALD D		AP00003203261401	210975	MEDICARE PREMIUM/THOMAS G	\$104.90
TURNER, ROY		AP00003103261401	210979	MEDICARE PREMIUM/TURNER	\$104.90
WENDLAND, WALTER		AP00001903261401	210981	MEDICARE PREMIUM/WENDLAND	\$104.90
WILMOTH, ROD		AP00004503261401	210985	MEDICARE PREMIUM/WILMOTH	\$104.90
ZIMMERMAN, GERALD		AP00005003261401	210986	MEDICARE PREMIUM/ZIMMERMAN	\$104.90
POLICE PENSION TOTAL ****					\$8,934.33
POLICEMEN'S RELIEF & PENSION F Total ***					\$8,934.33
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division:	600	SECOMM OPERATIONS GENERAL			
CENTURYLINK		3/14-313896250	210777	BUSINESS LINE 3/6-4/5/14	\$90.12
		3/14-509-624-3863	211009	GENERAL PHONE 3/16-4/16/14	\$7.31
FRONTIER		3/14-206-188-1060	211034	BUSINESS LINES 3/19-4/18/14	\$370.68
		3/14-206-188-2381	210794	GENERAL/E911 LINE 3/10-4/9	\$223.33
		3/14-509-628-2608		GENERAL PHONE 3/7-4/6/14	\$77.82
LANGUAGE LINE SERVICES LLC		3329951	210809	TRANSLATION SERVICES-FEB 2014	\$156.58
SOFTCHOICE CORPORATION	P053597	3596330	210841	SHAVLIK PROTECT- 1YR TERM	\$592.04
TRI CITY HERALD		114835/2014	211094	1 YR RENEWAL 4/2014-4/2015	\$95.92
VERIZON WIRELESS		9721294430	210865	CELLPHONES 3/7-4/6/14	\$284.97
SECOMM OPERATIONS GENERAL TOTAL ****					\$1,898.77
Division:	601	E911 OPERATIONS			
BARBER, JAMES		14-074 BARBER	210889	IWC CONF/SAN DIEGO/BARBER	\$841.50
CITY OF RICHLAND		14-081 HAMILTON	210900	IWC CONF/SAN DIEGO/HAMILTON	\$756.22
		14-083 LETTRICK	211014	911 FORUM/CAMPMURRAY/LETTRICK	\$535.07
		14-114 TOWNE	210900	PUBLIC ED MTG/CAMPMURRAY/TOWNE	\$189.60
ENTERPRISE RENT A CAR		3/14-45WA423	210916	CAR RENTAL TRIP 14-074 BARBER	\$211.65
				CAR RENTAL TRIP 14-081HAMILTON	\$175.58
FRONTIER		3/14-206-188-2381	210794	GENERAL/E911 LINE 3/10-4/9	\$223.32
		3/14-509-735-2383		E911 LINE 3/7-4/6/14	\$132.10
HAMILTON, CRAIG		14-081	210925	IWC CONF/FUEL/HAMILTON	\$8.05
LETTRICK, R. KIM		14-083	211054	911 FORUM/FUEL/LETTRICK	\$21.73
TOWNE, PATRICIA		14-114	210978	PUBLIC ED MTG/FUEL/TOWNE	\$1.69



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WATSON FURNITURE GROUP	P053701	000056167	210871	ITEM 493200-REF REFURBUISHED T	\$1,299.60
	P053701			ITEM=493600-REF REFURBISHED SP	\$357.39
	P053701			FREIGHT	\$45.49
E911 OPERATIONS TOTAL ****					\$4,798.99
Division: 602	SECOMM AGENCY				
MID COLUMBIA CONSTRUCTION INC DBA		1045364	210815	DE-ICER APPLICATION 3/2/14	\$35.20
SECOMM AGENCY TOTAL ****					\$35.20
SOUTHEAST COMMUNICATIONS CTR Total ***					\$6,732.96
FUND 642	800 MHZ PROJECT				
Division: 610	800 MHZ				
SOFTCHOICE CORPORATION	P053597	3596330	210841	SHAVLIK PROTECT- 1YR TERM	\$592.04
800 MHZ TOTAL ****					\$592.04
800 MHZ PROJECT Total ***					\$592.04
FUND 643	EMERGENCY MANAGEMENT				
Division: 620	STATE / LOCAL ASSISTANCE				
CITY OF RICHLAND		14-104 DAVIS	210900	WORKSHOP/SEATTLE/DAVIS	\$109.00
DAVIS, DEANNA		14-104	210907	WORKSHOP/FUEL/DAVIS	\$39.01
MID COLUMBIA CONSTRUCTION INC DBA		1045364	210815	DE-ICER APPLICATION 3/2/14	\$8.80
VERIZON WIRELESS		9721294430	210865	CELLPHONES 3/7-4/6/14	\$57.75
STATE / LOCAL ASSISTANCE TOTAL ****					\$214.56
Division: 621	RADIOLOGICAL EMGCY PREPAREDNES				
MID COLUMBIA CONSTRUCTION INC DBA		1045364	210815	DE-ICER APPLICATION 3/2/14	\$8.80
UNITED PARCEL SERVICE	S015648	000986641124	210860	GROUND PKG W/INSURANCE TO LUDL	\$151.80
	S015648			GROUND PKG W/INSURANCE TO ARRO	\$294.96
VERIZON WIRELESS		9721294430	210865	CELLPHONES 3/7-4/6/14	\$40.01
WA STATE DEPT OF NATURAL RESOURCES		2014 IMTR	210866	CALVERT-IMTR REGISTRATION	\$55.00
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$550.57
Division: 622	DOE EMERGENCY PREPAREDNESS				
MID COLUMBIA CONSTRUCTION INC DBA		1045364	210815	DE-ICER APPLICATION 3/2/14	\$8.80
VERIZON WIRELESS		9721294430	210865	CELLPHONES 3/7-4/6/14	\$57.75
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$66.55
Division: 623	JURISIDICITION				
MID COLUMBIA CONSTRUCTION INC DBA		1045364	210815	DE-ICER APPLICATION 3/2/14	\$8.80
SOFTCHOICE CORPORATION	P053597	3596330	210841	SHAVLIK PROTECT- 1YR TERM	\$592.04
TRI CITY HERALD		114835/2014	211094	1 YR RENEWAL 4/2014-4/2015	\$95.92
JURISIDICITION TOTAL ****					\$696.76



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EMERGENCY MANAGEMENT Total ***					\$1,528.44
FUND 803	UTILITY BILL CLEARING FUND				
Division: 000					
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY8047	210931	Customer Refund	\$6.82
		CISPAY8048	210933	Customer Refund	\$181.14
		CISPAY8049	210920	Customer Refund	\$336.04
		CISPAY8050	210968	Customer Refund	\$248.51
		CISPAY8051	210946	Customer Refund	\$30.78
		CISPAY8052	210962	Customer Refund	\$72.46
		CISPAY8053	210973	Customer Refund	\$111.03
		CISPAY8055	210967	Customer Refund	\$24.77
		CISPAY8056	210948	Customer Refund	\$113.64
		CISPAY8057	210974	Customer Refund	\$36.32
		CISPAY8058	210923	Customer Refund	\$18.91
		CISPAY8059	210927	Customer Refund	\$96.93
		CISPAY8060	210917	Customer Refund	\$47.60
		CISPAY8061	210954	Customer Refund	\$68.05
		CISPAY8062	210972	Customer Refund	\$25.98
		CISPAY8063	210936	Customer Refund	\$52.60
		CISPAY8064	210884	Customer Refund	\$29.23
		CISPAY8065	210885	Customer Refund	\$129.20
		CISPAY8066	210977	Customer Refund	\$113.70
		CISPAY8067	210882	Customer Refund	\$53.70
		CISPAY8068	210965	Customer Refund	\$83.88
		CISPAY8070	210942	Customer Refund	\$9.24
		CISPAY8071	211137	Customer Refund	\$10.00
		CISPAY8072	211154	Customer Refund	\$126.53
		CISPAY8073	211138	Customer Refund	\$113.37
		CISPAY8074	211149	Customer Refund	\$112.04
		CISPAY8075	211162	Customer Refund	\$112.90
		CISPAY8076	211124	Customer Refund	\$64.10
		CISPAY8077	211142	Customer Refund	\$47.00
		CISPAY8078	211158	Customer Refund	\$92.45
		CISPAY8079	211139	Customer Refund	\$47.82
		CISPAY8080	211156	Customer Refund	\$30.00
		CISPAY8081	211120	Customer Refund	\$96.06
		CISPAY8082	211117	Customer Refund	\$114.03
		CISPAY8083	211121	Customer Refund	\$43.80
		CISPAY8084	211165	Customer Refund	\$2.90



City Of Richland

VL-1 Voucher Listing

From: 3/24/2014 To: 4/4/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY8085	211115	Customer Refund	\$22.92
		CISPAY8086	211153	Customer Refund	\$216.89
		CISPAY8087	211114	Customer Refund	\$81.16
		CISPAY8088	211159	Customer Refund	\$54.83
		CISPAY8089	211136	Customer Refund	\$3.89
		CISPAY8090	211122	Customer Refund	\$42.64
		CISPAY8091	211160	Customer Refund	\$49.05
		CISPAY8092	211163	Customer Refund	\$112.18
		CISPAY8093	211145	Customer Refund	\$76.24
		CISPAY8094	211148	Customer Refund	\$104.00
		CISPAY8095	211118	Customer Refund	\$111.91
		CISPAY8096	211147	Customer Refund	\$25.12
		CISPAY8097	211143	Customer Refund	\$90.73
		CISPAY8098	211157	Customer Refund	\$81.50
		CISPAY8099	211134	Customer Refund	\$76.22
		CISPAY8100	211150	Customer Refund	\$122.93
		CISPAY8101	211151	Customer Refund	\$118.00
		CISPAY8102	211152	Customer Refund	\$110.52
		CISPAY8103	211129	Customer Refund	\$98.43
		CISPAY8104	211135	Customer Refund	\$96.81
		CISPAY8105	211127	Customer Refund	\$61.91
		CISPAY8106	211144	Customer Refund	\$62.63
		CISPAY8107	211131	Customer Refund	\$85.61
		CISPAY8108	211126	Customer Refund	\$64.56
		CISPAY8109	211132	Customer Refund	\$139.03
		CISPAY8110	211161	Customer Refund	\$143.77
		CISPAY8111	211141	Customer Refund	\$85.34
		CISPAY8112	211164	Customer Refund	\$55.18
		CISPAY8113	211133	Customer Refund	\$87.93
		CISPAY8114	211146	Customer Refund	\$90.02
		CISPAY8115	211125	Customer Refund	\$113.05
		CISPAY8116	211130	Customer Refund	\$117.69
		CISPAY8117	211155	Customer Refund	\$130.97
		CISPAY8118	211113	Customer Refund	\$48.66
		CISPAY8119	211116	Customer Refund	\$115.70
		CISPAY8120	211123	Customer Refund	\$101.50
		CISPAY8121	211140	Customer Refund	\$66.99
TOTAL ****					\$6,170.04
UTILITY BILL CLEARING FUND Total ***					\$6,170.04



City Of Richland

VL-1 Voucher Listing

From: 3/24/2014 To: 4/4/2014

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

\$1,056,877.84

Number of Invoices

Amount

Vouchers In Richland	173	\$112,197.92
Vouchers In Tri Cities	123	\$143,413.76
Vouchers In WA	225	\$359,653.59
Vouchers Outside WA	431	\$441,612.57
Vouchers Final Total.....	952	\$1,056,877.84

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$46.68	0%
2	BENEFITS	\$35,182.38	3.33%
3	SUPPLIES	\$160,612.86	15.2%
4	OTHER SERVICES & CHARGES	\$349,830.92	33.1%
5	INTERGOVERNMENTAL SERVICES	\$127,135.14	12.03%
6	CAPITAL PROJECTS	\$111,362.55	10.54%
	MACHINERY & EQUIPMENT	\$135,319.16	12.8%
	REFUNDS	\$6,170.04	0.58%
9	INTERFUND SERVICES	\$43.00	0%
	INVENTORY PURCHASES	\$131,175.11	12.41%
	Total	\$1,056,877.84	



Council Agenda Coversheet

Council Date: 04/15/2014

Category: Items of Business

Agenda Item: B1

Key Element: Key 2 - Infrastructure & Facilities

Subject: RESOLUTION NO. 36-14, AWARD OF BID FOR THE LESLIE GROVES REGIONAL INFILTRATION FACILITY

Department: Public Works

Ordinance/Resolution: 36-14

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 36-14, awarding the construction contract for the Leslie Groves Regional Infiltration Facility to Tapani, Inc., authorizing the City Manager to execute the contract, and directing the Public Works Department to administer the project to completion.

Summary:

In 2011, the City hired HDR Engineers to complete an evaluation of stormwater outfalls with the goal of identifying and prioritizing outfalls for water quality retrofit features. The Leslie Groves park outfall rated high because of the size of the drainage basin routed to this outfall, and because of the availability of City-controlled property to host a water quality treatment feature.

In November 2011, the City submitted a grant application to the Washington State Department of Ecology (Ecology) to fund the project. Ecology selected the project for funding and Council approved a grant funding agreement in October, 2012.

City staff completed the engineering design, received Ecology review and approval of the design, and solicited construction bids. On February 24, 2014, three bids were received. Tapani, Inc. submitted the lowest responsible bid of \$150,520.76. The engineer's estimate for the project was \$161,728.72.

City staff conducted a public information program beginning in February 2014 to notify residents near the project site. Through letters, phone and e-mail dialogue, resident visits to City staff, and a public open house, residents received information about the project and provided input in the form of questions and concerns. Staff have assembled and provided information aimed at the specific areas of concern raised by nearby residents. The most recent outreach effort included a direct-mail letter to approximately three hundred nearby residents and posting of additional explanatory information on the City's website.

In addition, staff sought and received an independent technical review of the project design by a consulting engineering expert. This consultant review resulted in recommendations to improve the project design with features not required by the Ecology technical review, but available to enhance the performance of the facility. The proposed resolution directs staff to implement the consultant's recommendations as change orders to the construction contract.

Staff recommends award of the construction contract. If the contract is awarded, staff anticipates construction will be complete in early summer, after which the replanted grass area will take several months to establish itself.

Fiscal Impact?

☒ Yes ☐ No

The total cost for the project is estimated at \$215,244, including construction contingency and engineering costs. The total available budget is \$256,938.

Attachments:

- 1) RES 36-14 Leslie Groves Infiltration - Bid Award
- 2) Leslie Groves Regional Infiltration Facility - Bid Tab
- 3) Leslie Groves Regional Infiltration Facility - Vicinity Map

City Manager Approved:

Hopkins, Marcia
Apr 10, 15:09:44 GMT-0700 2014

RESOLUTION NO. 36-14

A RESOLUTION of the City of Richland authorizing the award of bid and execution of a construction contract to Tapani, Inc. for the Leslie Groves Regional Infiltration Facility.

WHEREAS, the 2014-2030 Capital Improvement Plan includes a fully-funded project titled the Leslie Groves Park Regional Infiltration Facility; and

WHEREAS, City staff has completed all project development and design work required to advance the project to construction; and

WHEREAS, City staff solicited bids in accordance with City purchasing policies, receiving and opening three bids on February 24, 2014; and

WHEREAS, Tapani, Inc. submitted the lowest responsible bid of the three received; and

WHEREAS, the project budget is adequate to complete the project using the lowest responsible bid; and

WHEREAS, City staff conducted a public information program to inform nearby residents about the project; and

WHEREAS, public input received during the public information program identified concerns related to the informal uses of the City property to be used for this project; and

WHEREAS, the City's design staff sought and received an independent review of the project scope; and

WHEREAS, the independent review suggested several enhancements to the project scope that will improve facility performance and mitigate the identified public concerns; and

WHEREAS, it is in the City's best interest to proceed to complete the project in accordance with the Capital Improvement Plan, the amended project design and the lowest responsible bid; and

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

1. Sign and execute the Leslie Groves Regional Infiltration Facility construction contract with Tapani, Inc. in accordance with their bid received on February 24, 2014; and

2. Direct Public Works Department staff to implement design enhancements through change order to the contract, including improved sediment and oil capture prior to infiltration, bypass of baseline non-stormwater flows from the infiltration basin, and enhanced topsoil treatment capacity.
3. Direct Public Works Department staff to administer the construction contract and execute changes orders as required to fulfill the design intent of the contract within the constraints of the approved budget.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 15th day of April, 2014.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

City of Richland

DATE BIDS OPENED: February 24, 2014	SB # 14-08 PW
LESLIE GROVES REGIONAL INFILTRATION FACILITY	

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		TAPANI, INC BATTLE GROUND, WA		PREMIER EXCAVATON PASCO, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	BASE BID								
1	Mobilization.	1	LS	9,000.00	9,000.00	12,400.00	12,400.00	3,500.00	3,500.00
2	SPCC plan.	1	LS	750.00	750.00	350.00	350.00	1,000.00	1,000.00
3	ESC lead.	8	DAY	80.00	640.00	75.00	600.00	100.00	800.00
4	Project temporary traffic control.	1	LS	5,000.00	5,000.00	850.00	850.00	1,000.00	1,000.00
5	Flaggers & spotters.	40	HR	50.00	2,000.00	50.00	2,000.00	44.50	1,780.00
6	Stabilized construction entrance.	155	SY	20.00	3,100.00	15.50	2,402.50	16.77	2,599.35
7	Street cleaning.	32	HR	60.00	1,920.00	152.00	4,864.00	15.00	480.00
8	High visibility fence.	1,110	LF	3.50	3,885.00	1.60	1,776.00	3.49	3,873.90
9	Removal of structures & obstructions.	1	LS	2,000.00	2,000.00	1,500.00	1,500.00	500.00	500.00
10	Irrigation system.	1	LS	5,000.00	5,000.00	2,400.00	2,400.00	2,500.00	2,500.00
11	Seeded lawn installation.	5,100	SY	1.50	7,650.00	1.10	5,610.00	0.50	2,550.00
12	Topsoil Type C.	1.1	AC	8,000.00	8,800.00	12,500.00	13,750.00	19,000.00	20,900.00
13	Site restoration.	1	LS	1,000.00	1,000.00	1,850.00	1,850.00	3,600.00	3,600.00
14	Clearing & grubbing.	1	LS	2,500.00	2,500.00	1,000.00	1,000.00	1,000.00	1,000.00
15	Roadway excavation including haul.	7,750	CY	6.00	46,500.00	5.75	44,562.50	8.00	62,000.00
16	Unsuitable foundation excavation including haul.	1,000	CY	8.00	8,000.00	11.30	11,300.00	7.80	7,800.00
17	Cement concrete curb & gutter.	45	LF	35.00	1,575.00	23.00	1,035.00	30.00	1,350.00
18	Cement concrete sidewalk, 4".	20	SY	45.00	900.00	44.00	880.00	62.50	1,250.00
19	Asphalt patching (2" HMA & 4" CSTC).	100	SY	85.00	8,500.00	23.50	2,350.00	42.75	4,275.00
20	Trench safety.	201	LF	2.00	402.00	2.00	402.00	1.00	201.00
21	Pipe bedding.	201	LF	2.00	402.00	3.50	703.50	1.00	201.00
22	Underground utility crossings - marked & unmarked.	10	EA	150.00	1,500.00	155.00	1,550.00	250.00	2,500.00
23	Solid wall PVC storm sewer pipe 10" diameter.	130	LF	18.00	2,340.00	36.75	4,777.50	21.65	2,814.50
24	Trash gate 10" diameter.	1	EA	300.00	300.00	360.00	360.00	392.67	392.67
25	Trash gate 12" diameter.	1	EA	350.00	350.00	380.00	380.00	404.67	404.67
26	Manhole 54" diameter Type - City Storm.	1	EA	8,000.00	8,000.00	6,725.00	6,725.00	6,200.00	6,200.00
27	Storm drain splitter box.	1	EA	15,000.00	15,000.00	8,700.00	8,700.00	5,800.00	5,800.00
28	Flapper valve 10" diameter.	1	EA	500.00	500.00	930.00	930.00	656.25	656.25
29	Quarry spalls.	5	CY	80.00	400.00	70.00	350.00	70.00	350.00
30	Solid wall PVC storm sewer pipe 12" diameter.	71	LF	20.00	1,420.00	37.00	2,627.00	27.46	1,949.66

BASE BID SUBTOTAL	\$149,334.00	\$138,985.00	\$144,228.00
8.3% SALES TAX	12,394.72	11,535.76	11,970.92
BASE BID TOTAL	\$161,728.72	\$150,520.76	\$156,198.92

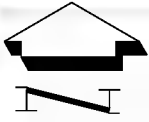
City of Richland

DATE BIDS OPENED: February 24, 2014	SB # 14-08 PW
LESLIE GROVES REGIONAL INFILTRATION FACILITY	

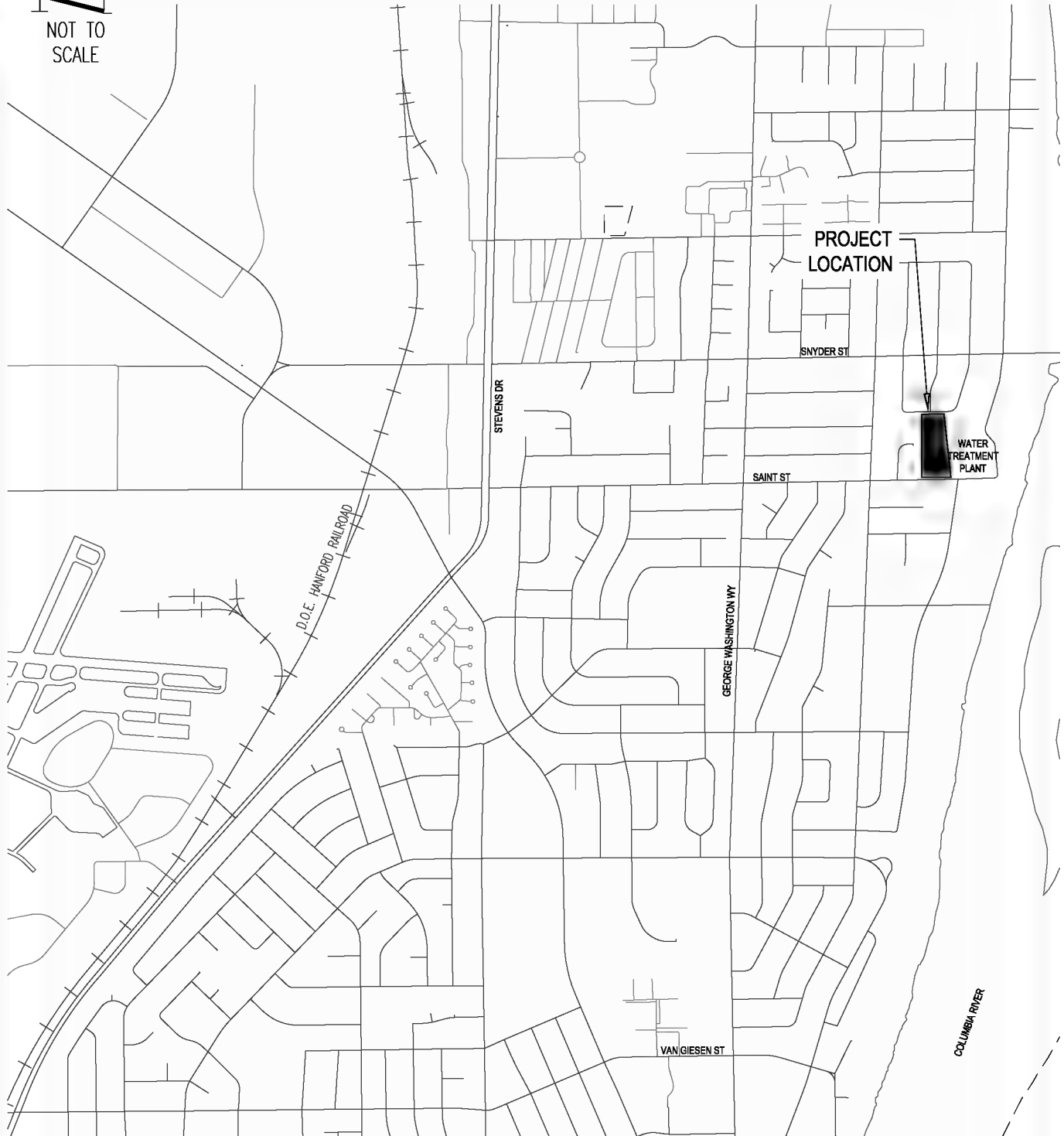
WEST COMPANY, INC AIRWAY HEIGHTS, WA		
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Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	BASE BID								
1	Mobilization.	1	LS	15,500.00	15,500.00		-		-
2	SPCC plan.	1	LS	500.00	500.00		-		-
3	ESC lead.	8	DAY	50.00	400.00		-		-
4	Project temporary traffic control.	1	LS	2,500.00	2,500.00		-		-
5	Flaggers & spotters.	40	HR	42.50	1,700.00		-		-
6	Stabilized construction entrance.	155	SY	10.00	1,550.00		-		-
7	Street cleaning.	32	HR	100.00	3,200.00		-		-
8	High visibility fence.	1,110	LF	3.00	3,330.00		-		-
9	Removal of structures & obstructions.	1	LS	2,500.00	2,500.00		-		-
10	Irrigation system.	1	LS	5,000.00	5,000.00		-		-
11	Seeded lawn installation.	5,100	SY	0.75	3,825.00		-		-
12	Topsoil Type C.	1.1	AC	7,500.00	8,250.00		-		-
13	Site restoration.	1	LS	1,500.00	1,500.00		-		-
14	Clearing & grubbing.	1	LS	1,000.00	1,000.00		-		-
15	Roadway excavation including haul.	7,750	CY	7.50	58,125.00		-		-
16	Unsuitable foundation excavation including haul.	1,000	CY	6.50	6,500.00		-		-
17	Cement concrete curb & gutter.	45	LF	30.00	1,350.00		-		-
18	Cement concrete sidewalk, 4".	20	SY	50.00	1,000.00		-		-
19	Asphalt patching (2" HMA & 4" CSTC).	100	SY	35.00	3,500.00		-		-
20	Trench safety.	201	LF	5.00	1,005.00		-		-
21	Pipe bedding.	201	LF	5.00	1,005.00		-		-
22	Underground utility crossings - marked & unmarked.	10	EA	350.00	3,500.00		-		-
23	Solid wall PVC storm sewer pipe 10" diameter.	130	LF	50.00	6,500.00		-		-
24	Trash gate 10" diameter.	1	EA	500.00	500.00		-		-
25	Trash gate 12" diameter.	1	EA	500.00	500.00		-		-
26	Manhole 54" diameter Type - City Storm.	1	EA	10,000.00	10,000.00		-		-
27	Storm drain splitter box.	1	EA	10,000.00	10,000.00		-		-
28	Flapper valve 10" diameter.	1	EA	750.00	750.00		-		-
29	Quarry spalls.	5	CY	90.00	450.00		-		-
30	Solid wall PVC storm sewer pipe 12" diameter.	71	LF	50.00	3,550.00		-		-

BASE BID	\$158,990.00	\$0.00	\$0.00
8.3% 8	13,196.17	-	-
BASE BID	\$172,186.17	\$0.00	\$0.00



NOT TO
SCALE



CONTRACT #: SB 14-08

LESLIE GROVES REGIONAL INFILTRATION FACILITY

VICINITY MAP

DATE: 2-5-2014
DRAWN BY: LD
SCALE: NOT TO SCALE
CAD DWG: leslie_cover_cor22x34r_mod