



Agenda
REGULAR CITY COUNCIL MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, June 03, 2014

City Council Special Meeting, 5:30 p.m.

(City Hall Council Chambers)

1. Washington Cities Insurance Authority Risk Management Training

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

(Discussion Only - Annex Building)

Executive Session:

2. Discussion of Current or Potential Litigation 1. Per RCW 42.30.110 (1) (ii) (15 minutes)
- Heather Kintzley, City Attorney

Agenda Item:

1. Discussion of the 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. Tri-Cities Cancer Center Day Proclamation (received by Chuck DeGooyer, Tri-Cities Cancer Center CEO) (5 minutes)
2. CityView Video: Badger Mountain South LED Street Lighting Pilot Project (5 minutes)
- Pete Rogalsky, Public Works Director

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 Meetings Held on May 20 and 27, 2014
- Marcia Hopkins, City Clerk

Ordinances - First Reading:

2. Ordinance No. 12-14, Extending the Cable Franchise Agreement
- Heather Kintzley, City Attorney

Resolutions - Adoption:

3. Resolution No. 67-14, Awarding Bid to Intermountain Slurry Seal for the 2014 Slurry Seal Project
- Pete Rogalsky, Public Works Director
4. Resolution No. 80-14, Authorizing a Letter of Understanding for Pole Attachments with Benton Public Utility District
- Bob Hammond, Energy Services Director
5. Resolution No. 81-14, Authorizing a Consultant Agreement with David Evans & Associates, Inc., for the Duportail Street Intersection Analysis
- Pete Rogalsky, Public Works Director
6. Resolution No. 82-14, Authorizing a Right-of-Way Purchase for the Stevens Drive Extension
- Pete Rogalsky, Public Works Director
7. Resolution No. 84-14, Approving the Rescission from American Rock Products for the Purchase of 20 Acres in the Horn Rapids Industrial Park and Releasing the Option to Purchase an Adjoining Five-Acre Parcel
- Bill King, Deputy City Manager
8. Resolution No. 85-14, Supporting Proposition No. 14-5, to Increase the Sales Tax by 0.3% in Benton County for Public Safety Spending (Criminal Justice)
- Chris Skinner, Police Services Director
9. Resolution No. 86-14, Purchase and Sales Agreement for a Portion of Heritage Hills Park
- Joe Schiessl, Parks and Public Facilities Director

Items for Approval:

10. Approve the Funding Recommendation for the 2014 Hotel/Motel Lodging Tax Fund - Spring Cycle Recommended by the Lodging Tax Advisory Committee
- Jon Amundson, Assistant City Manager

Expenditures - Approval:

11. May 12, 2014 - May 23, 2014, for \$4,978,394.74, including Check Nos. 212135-212579, Wire Nos. 5630-5645, Payroll Check Nos. 99460-99475, and Payroll Wire/ACH Nos. 8538-8551
- Cathleen Koch, Administrative Services Director

Items of Business:

1. Ordinance No. 11-14, Approving the Clearwater Creek Zone Change (Second Reading and Passage) (closed record)
2. Resolution No. 78-14, Approval of the Clearwater Creek Preliminary Plat (closed record)
- Rick Simon, Development Services Manager

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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Council Agenda Coversheet

Council Date: 06/03/2014

Category: Presentation

Agenda Item: T1

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: WASHINGTON CITIES INSURANCE AUTHORITY RISK MANAGEMENT TRAINING

Department: Administrative Services

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Not Applicable

Summary:

Washington Cities Insurance Authority (WCIA) Executive Director Ann Bennett will provide training for Council Members at a Special Meeting scheduled for 5:30 p.m. - 7:00 p.m. in the Council Chambers. This training will address 'Council Do's and Don'ts' regarding liability exposures for elected officials and WCIA recommended risk controls.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

City Manager Approved:

Hopkins, Marcia
May 30, 12:00:22 GMT-0700 2014



Council Agenda Coversheet

Council Date: 06/03/2014

Category: Consent Calendar

Agenda Item: C1

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: APPROVE COUNCIL MEETING MINUTES

Department: City Attorney

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the Council Meeting Minutes from the May 20 and May 27, 2014 meetings.

Summary:

None.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

- 1) Draft 052014 Council Meeting Minutes
- 2) Draft 052714 Council Workshop Minutes

City Manager Approved:

Hopkins, Marcia
May 30, 11:59:57 GMT-0700 2014



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, May 20, 2014

Pre-Meeting Executive Session:

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

Attendance:

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

Also present were City Manager Johnson, Assistant City Manager Amundson, Deputy City Manager King, City Attorney Kintzley and Attorney Ken Harper.

1. Discussion of Current or Potential Litigation Per RCW 42.30.110 (1) (ii) (15 minutes)
- Heather Kintzley, City Attorney

MAYOR PRO TEM LEMLEY MOVED AND COUNCIL MEMBER CHRISTENSEN SECONDED A MOTION TO MOVE INTO EXECUTIVE SESSION AT 7:00 P.M. TO DISCUSS CURRENT OR POTENTIAL LITIGATION PER RCW 42.30.110 (1) (ii) FOR 15 MINUTES. THE MOTION CARRIED 6-0.

COUNCIL MEMBER KENT MOVED AND COUNCIL MEMBER CHRISTENSEN SECONDED A MOTION TO EXTEND THE EXECUTIVE SESSION FOR AN ADDITIONAL 5 MINUTES AT 7:15 P.M. THE MOTION CARRIED 6-0.

COUNCIL MEMBER CHRISTENSEN MOVED AND MAYOR PRO TEM LEMLEY SECONDED A MOTION TO MOVE OUT OF EXECUTIVE SESSION AT 7:20 P.M. THE MOTION CARRIED 6-0.

Pre-Meeting:

Mayor Rose called the Council pre-meeting to order at 7:21 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, and Kent were present.

Also present were City Manager Johnson, Assistant City Manager Amundson, Deputy City Manager King, City Attorney Kintzley and Attorney Ken Harper.

1. 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 and Kent 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, Development Services Manager Rick Simon and City Clerk Hopkins.

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

Pledge of Allegiance:

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

Approval of Agenda:

MAYOR PRO TEM LEMLEY MOVED AND COUNCIL MEMBER KENT SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 6-0.

Presentations:

1. CityView Video: Uptown Shopping Center Murals
 - Trish Herron, Communications and Marketing Manager

Mr. King introduced the video featuring the Uptown Shopping Center Murals and the purpose of this project.

Public Comments:

City Clerk Hopkins read the Public Comments procedures, including a reminder for those citizens who qualify to speak to the Clearwater Creek Development Proposal during the closed record hearing, to hold their comments until then.

No public comments were received.

Consent Calendar:

City Clerk Hopkins read the Consent items.

Minutes - Approval:

1. Council Minutes for Meetings Held May 6, 2014
- Marcia Hopkins, City Clerk

Resolutions - Adoption:

2. Resolution No. 68-14, Awarding Bid to Inland Asphalt for 2014 Stevens Drive Overlay
- Pete Rogalsky, Public Works Director
3. Resolution No. 69-14, Authorizing a Substantial Amendment to HUD's 2011-2013 CDBG and HOME Consortium
- Bill King, Deputy City Manager
4. Resolution No. 74-14, Authorizing the City Manager to Enter into a Ground Lease with Columbia Point Hospitality, LLC
- Bill King, Deputy City Manager
5. Resolution No. 75-14, Awarding Bid to Watts Construction for Robertson Drive Extension Project
- Pete Rogalsky, Public Works Director
6. Resolution No. 76-14, Authorizing Submittal of Washington State Department of Transportation Bike & Pedestrian Grant Application
- Pete Rogalsky, Public Works Director

Expenditures - Approval:

7. April 28, 2014 - May 9, 2014, for \$8,368,427.05, including Check Nos. 211737-212134, Wire Nos. 5620-5629, Payroll Check Nos. 99446-99459, and Payroll Wire/ACH Nos. 8517-
- Cathleen Koch, Administrative Services Director

COUNCIL MEMBER KENT MOVED AND COUNCIL MEMBER ANDERSON SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THE MOTION CARRIED 6-0.

Items of Business:

1. Closed-Record Review of the Official Record Related to the Clearwater Creek Development Proposal (summary arguments only)
- Rick Simon, Development Services Manager

Mayor Rose read the procedure for the closed record review for the audience and the record. He noted that Council's decision will be based on the public record produced by the Planning Commission on this topic only. He detailed which documents were provided to Council for the closed record review.

Mayor Rose introduced the City's land use and zoning Attorney Ken Harper.

Attorney Harper read a prepared statement defining the rules of a closed records review and noted it is quasi-judicial in nature and that the closed record review must be fair in three respects: form, substance and appearance. He asked that Council state any appearance of fairness, conflict of interest issues, any disclosures or have any ex parte contact disclosures to make.

Council Member Christensen said he was on the Parks and Recreation Commission prior to serving on Council and during that time belonged to the Tapteal Greenway Association. He is not active in the organization and only receives their newsletter at this time.

Council Member Anderson said he is a general manager of a construction company that contracts with the applicant and therefore financially compensated. He requested to recuse himself from the closed record hearing and decision process on this topic and excused himself from the room.

Council Member Kent declared she lives in proximity to the area being discussed and state she lives on Meadow Drive South. She said she has no prejudgment on the topic and can remain non-bias.

Attorney Harper asked if any audience members had any objections on the Council Members participating in the closed record hearing or if there were any jurisdictional objections. No audience members objected to either issue.

Attorney Harper said the state law allows one open hearing and that this will be a closed record hearing. Only people that participated in the Planning Commission's public hearing can repeat their comments at this closed hearing.

He said pursuant to RMC 19.70.050, the closed-record review meeting shall be on the record before the hearing body. No new evidence shall be presented before the City Council in a closed record review meeting. Only those persons who participated in the open record hearing before the Planning Commission may address the Council in a closed record review meeting. Comments made at the closed record review meeting must be in the nature of summary arguments only, based on and limited to facts in the written and oral record developed during the open record hearing. If any speaker at the closed record review meeting presents comments that are not based on facts in the record, anyone present at the meeting may make an objection. If an objection is made, the speaker will stop until the issue of the objection is resolved.

He said after the conclusion of tonight's closed record review meeting, no additional public comments will be accepted on this matter. The first action will be the first reading, by title only, of the ordinance relating to the rezone proposal.

Staff Presentation:

Mr. Simon said the material provided to the Council to prepare for the closed record hearing consisted of:

- 1) Draft Ordinance No. 11-14
- 2) Draft Resolution No. 78-14
- 3) Draft Planning Commission (PC) 04/23/14 Meeting Minutes
- 4) Documents Presented at the PC Hearing
- 5) Documents Received After the PC Hearing
- 6) Clearwater Creek PC Report 1 of 3
- 7) Clearwater Creek PC Report 2 of 3
- 8) Clearwater Creek PC Report 3 of 3

He continued to say that the business item has two components: The first item of business is a closed record review of the official record related to Ordinance No. 11-14, Rezoning 89.6 acres from Agricultural to Residential 2-S; Rezoning 17.6 acres from Agricultural to Natural Open Space, and Resolution No. 78-14, approving Clearwater Creek Preliminary Plat.

He said the second item of business is for Council to review and consider approval, for first reading by title only, Ordinance No. 11-14, rezoning 89.6 acres from Agricultural to Residential 2-S and rezoning 17.6 acres from Agricultural to Natural Open Space. If Ordinance No. 11-14 is approved for first reading, Resolution No. 78-14 will be brought before Council for consideration on June 3, 2014, to coincide with the second reading of Ordinance No. 11-14. Both items require Council approval for the project to be built.

Public Comments for Closed Hearing Review:

Jim Deatherage, 8907 W. 6th Avenue, Kennewick, WA, said he was not a member of the Tapteal group and continued to share his disbelief that anyone could think a road through a nature preserve would not disturb the nature. He stated that no one in attendance supported the road and urged all to consider the legacy they would leave behind.

Scott Woodward, 480 Columbia Park Trail, Richland, WA, explained that Amon Creek Natural Preserve is slowly being whittled away, first by a storm water drain, then a sewer line, now an impending development. He stated that this was "Richland's last chance to protect a community treasure of this magnitude" and believes a public road across the Amon Creek, which the Planning Commission voted to drop in June 2013, would be inconsistent with the use of the property as dedicated open space and a natural public preserve as promised by the City.

Attorney Harper called for a point of order and reminded the audience that the closed record hearing is a quasi-judicial proceeding and that is not appropriate for the audience to applause after a speaker.

Adam Draper, Staff Attorney for Forterra, Seattle, WA, said Forterra is a Washington non-profit agency dedicated to preserving forest land, natural open spaces and working

farms. They are the owners of the mineral rights and said their property rights need to be protected as the plat and rezoning will impact those rights. He said the mineral rights are a marketable and valuable product and changing the zoning from agricultural to residential would impact the ability to access the minerals. This issue needs to be addressed now.

Dirk Peterson, 2107 Rainier Avenue, Richland, WA, provided history of Phase 1, in 2006, of the Amon Basin project with a purchase negotiated by the Trust for Public Land of 60 acres of unique wetlands, riparian and shrub steppe habitat with the following funding sources: Energy Facility Site Evaluation Council – over \$1,000,000, City of Richland - \$180,000, State of Washington Department of Transportation - \$75,000 and Tapteal Greenway Association - \$40,000 donated by local residents. The Land Use Agreement included the right to construct a public road across Amon Creek and that the City would not make or permit the use of any part of the property that was inconsistent with the use of a public nature preserve.

Terri Widergren, 94806 East Granada Court, Kennewick, WA, agreed with previous speakers and spoke of the potential damage it could have on the Amon Basin Preserve.

Ernie Crediford, 1422 Florida Avenue, Richland, WA, expressed appreciation for the work done by Hayden Homes and the Tapteal Greenway Association to lessen the impact on the area and suggested the road be placed near the Bonneville Power Association station.

David Harvey, 1931 Harris Avenue, Richland, WA, provided a brief history of Phase 2, in 2008, when an additional 15.5 acres were added to the preserve and described the partnership between the Tapteal Greenway Association, federal agencies, private businesses and the City of Richland to preserve the Amon Basin. Tapteal Greenway passed title for the property to the City with the stipulation that any future use would be strictly as a public nature preserve and never for residential or commercial uses. The City agreed to the permanent protection of the Amon Creek Preserve.

Dorothea Ferris-Narum, 224 High Meadows Street, Richland, WA, shared her concern with safety issues created by increased traffic and the loss of the Amon Preserve as a refuge for residents. She encouraged decision makers to step back and take their time making this important decision and remove Rachel Road from the plan.

Bill Kinner, 122 Center Boulevard, Richland, WA, said he agreed with the previous speakers and shared his experience watching the marsh hawks. He asked the City to preserve our local gem.

Patricia Haggerty, 763 Meadows Drive South, Richland, WA, expressed concern that too high of a density would cause an inordinate impact on the Amon Basin and surrounding communities. She also spoke against the extension of Rachel Road.

Patricia Adams, 781 Meadow Drive South, Richland, WA, shared her contention that the proposed development with lower end homes, would have a negative impact to the adjacent upper end home's property values. She urged the City to follow the original Comprehensive Plan.

Kathy Dechter, 113 Bebb Court, Richland, WA, cited 262 individual contributions, countless Eagle Scout projects, citizens donating time, talent and money to clean up, haul trash out, replant and water native plants and care for the property.

Robert Benedetti, 400 Broadmoor Street, Richland, WA, concurred with the previous speakers, suggested that Rachel Road was in place to serve people who don't currently live in that area and expressed concern about the water table. He expressed concern about pumping of 3000 gallons of water per minute in order to install the sewer line in that area and a lack of analyzing an existing aquifer.

Laurie Ness, 2235 Davison Avenue, Richland, WA, expressed adamant opposition to Clearwater Creek, Rachel Road or any development in the low area. She was specifically concerned about the effects of herbicides and pesticides on wildlife.

Karen Sowers, 227 Sitka Court, Richland, WA, described the results of 2010 roadwork on Leslie Road and storm water retention pond system as a non-functioning barren ground that replaced Amon Creek habitat. She noted that although there was an imposed limit of twenty feet to install the Leslie trunk sewer line, measurements taken of the destruction ranged from 38 to 69 feet after a City memo stated, 'care has been taken to pick a route that minimizes the loss of natural vegetation'. The professional mitigation for damage was not very successful and Ms. Sowers believes the Future Land Use Agreement to be invalidated by precedence.

Sandy Trine, 525 Blue Street, Richland, WA, shared her enjoyment of the unique property with a stream next to dry land and the diverse wildlife found in the Amon Preserve. She cautioned that once it was gone, it would be gone forever.

Mike Lilga, Tapteal Greenway Association, 317 Fuller Street, Richland, WA, worked tirelessly to restore habitats, build trails and diminish the negative impact on recreational and health benefits. Several meetings with Hayden Homes resulted in the purchase of property that their budget would allow. He asked that Rachel Road be removed from the Transportation Improvement Plan because the residents, Hayden Homes and Tapteal Greenway all believe the extension to be unnecessary.

Therese Howe, 2777 Rue Court, Richland, WA, suggested greater value in the property near the wetland area as a source of economic development rather than a residential development. She also spoke against the Rachel Road extension.

Lauren Caslin, 8720 West Falls Avenue, Kennewick, WA, advocated for the preservation of the area, the many animals that live there and urged the commission to vote against rezoning.

Applicant Comments:

Dennis Murphy, President of Hayden Homes, 1615 Whitely Road, Walla Walla, WA, provided a brief history of the company, as well as the background of the First Story non-profit organization and the Friends of Beer Falls forum that was initiated to form a collaborative effort of staff and stakeholders to mold the Clearwater Creek proposal. Mr. Murphy expressed a desire to create a community similar to Hansen Park with affordable housing for respectable Richland residents. He noted that they donated a portion of their property to the Amon Basin Preserve.

Nathan Machiela, Hayden Homes Regional Manager, 74706 East Country Heights Drive, Kennewick, WA, started the development project and worked with the Tapteal Greenway Association and agreed to add eight acres of land to the preserve. Along with property purchased by Tapteal Greenway Association, the property buffering the preserve totaled approximately twelve acres and it is intended as permanent open space. He thanked Mr. Simon and staff for their work on the project and agreed with the findings and conclusions presented in the staff report. He expressed concern for the Amon Basin Preserve, its importance to the community and stated that they would not build on it or harm it during development. He offered his assurance that Hayden Homes would work with appropriate parties to realign work in order to resolve the location of the Rachel Road extension. He also clarified the intent of the Technical Advisory Committee report condition items 19.C and 19.D to be the development boundary rather than the site boundary.

Stanley Schwartz, Attorney for Hayden Homes, said the zone changes were required to follow zoning laws and the City's Comprehensive Plan. He stated that the staff report confirmed all appropriate provisions had been made for public health and safety, and Richland Municipal Code requirements had been met. Mr. Schwartz noted that the considerable concerns on Rachel Road would be addressed after Phase 7. He also recognized Forterra as the owner of mineral rights and shared Hayden Homes' intent to work with them through the process.

With no further comments, Mayor Rose declared the closed record hearing finished.

2. Ordinance No. 11-14, Rezoning 89.6 Acres from Agricultural to Residential 2-S;
Rezoning 17.6 Acres from Agricultural to Natural Open Space (First Reading)
- Rick Simon, Development Services Manager

Mr. Simon said if Council passes the ordinance after the second reading that is scheduled for the June 3 meeting, the proposed zone change, subject to the Property Use and Development Agreement, will be approved. At the same time, Council will also be asked to consider adoption of a resolution approving the preliminary plat for the Clearwater Creek development.

Council discussion included: the if the collector road needs to be located at Rachel Road, the need to secure the right-of-way location as a place holder, the density calculation used, what changes can be made at this point, the fact that the rezoning

and collector roads have been in the comprehensive plan for some time and that the collector road placement study will be done at a future time.

COUNCIL MEMBER CHRISTENSEN MOVED AND MAYOR PRO TEM LEMLEY SECONDED A MOTION TO GIVE FIRST READING, BY TITLE ONLY, ORDINANCE NO 11-14, REZONING 89.6 ACRES FROM AGRICULTURAL TO RESIDENTIAL 2-S; REZONING 17.6 ACRES FROM AGRICULTURAL TO NATURAL OPEN SPACE.

Mayor Rose said he does not agree with the zoning in this area and will vote against it.

THE MOTION CARRIED 5-1. MAYOR ROSE OPPOSED.

Reports and Comments:

1. City Manager Johnson reviewed the workshop agenda for May 27, 2014, beginning at 5:30 p.m. at City Hall to tour the potential sites for the moderate risk waste facility.

2. Council Members:

Council Member Jones thanked staff for working diligently to help him understand the closed record proceedings.

Council Member Kent noted that Ordinance No. 11-14, Rezoning 89.6 Acres from Agricultural to Residential 2-S; Rezoning 17.6 Acres from Agricultural to Natural Open Space, is scheduled for the second reading and passage at Council's June 3 meeting.

Mayor Pro Tem Lemley said he and the Utility Advisory Committee members toured the wastewater treatment plant and that he attended the Fire and Police Pension Board Conference in Lake Chelan.

Mayor Rose thanked Attorney Harper for his guidance on the closed record hearing.

Adjournment:

Mayor Rose adjourned the meeting at 9:15 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

David W. Rose, Mayor

DATE APPROVED:



MINUTES
CITY COUNCIL WORKSHOP
Richland City Hall ~ 505 Swift Boulevard
Tuesday, May 27, 2014

Workshop Agenda Items:

1. Moderate Risk Waste Facility Planning and Site Tour
- Pete Rogalsky, Public Works Director

The tour began at City Hall at 5:30 p.m.

Tour Attendance:

Mayor Rose, Mayor Pro Tem Lemley, Council Members Anderson, Christensen and Jones were present. Also present was Public Works Director Rogalsky.

Mr. Rogalsky drove the Council Members to the possible sites for the moderate risk waste facility at the City landfill and the City shops grounds on Queensgate. He explained the pros and cons of each potential site.

Workshop Call to Order:

Mayor Rose called the Council workshop to order at 6:32 p.m. in the Council Chamber.

Workshop Attendance:

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

City Manager Johnson, City Attorney Kintzley, Public Works Director Rogalsky, Human Resources Director Jubb, Parks and Public Facilities Director Schiessl and City Clerk Hopkins were also in attendance.

Mr. Rogalsky said planning for the moderate risk waste facility cannot continue until a site is selected by Council.

Council's comments on the moderate risk waste facility included the preference for a private owner/operator and questions on the impact a moderate waste facility would have at either site.

2. South Richland Area Street Connectivity (90 minutes)
- Pete Rogalsky, Public Works Director

Mr. Rogalsky stated the workshop objectives, explained the arterial and collector network in the comprehensive plan, the transportation system policies, connection

opportunity, the comparative connectivity with Richland's core, the City's investment in the Amon Basin Preserve, the Rachel Road impact to the preserve, the Clearwater Creek development, potential study acceleration and the alignment study schedule.

Council comments included analysis on the connector options in addition to Rachel Road, the need of connector roads with development, the planning history of the connector road that are included in the transportation plan

Other Business:

Ms. Johnson reviewed the agenda for the Washington Cities Insurance Authority (WCIA) Risk Management Training scheduled for June 3, 2014, in the Council Chamber from 5:30 – 7:00 p.m. and distributed the WCIA "Council's Dos and Don'ts" booklet. She noted the regularly scheduled Council meeting will follow the training.

Adjournment:

Mayor Rose adjourned the workshop at 7:26 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

David W. Rose, Mayor

DATE APPROVED:



Council Agenda Coversheet

Council Date: 06/03/2014

Category: Consent Calendar

Agenda Item: C2

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: ORDINANCE NO. 12-14, EXTENDING THE CABLE FRANCHISE AGREEMENT

Department: City Attorney

Ordinance/Resolution: 12-14

Reference:

Document Type: Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 12-14, extending the Cable Television Franchise Agreement with Falcon Video Communications, L.P., locally known as Charter Communications, until the earlier of September 30, 2014, or when a new franchise agreement is agreed to by the parties and enacted by the City.

Summary:

On September 20, 2011, City Council approved an interlocal agreement with the City of Pasco, and a consulting services contract with The Buske Group, for negotiation of a successor cable television franchise agreement.

Richland's current cable franchise agreement is set to expire on June 26, 2014. The original term of this fifteen-year franchise was through September 30, 2013, but Council previously approved one extension of the agreement to accommodate the negotiations process.

The cities of Pasco and Richland have been diligently negotiating with Charter for a renewed cable franchise agreement for the past eighteen months. Although the parties have made significant progress in the process, additional time is necessary to complete the renewal process. Staff proposes to extend the current franchise through September 30, 2014. Should the parties agree to the terms and conditions of the franchise prior to expiration of the extension, the new franchise will serve to cancel the remainder of the extension.

Fiscal Impact?

☒ Yes ☐ No

Extended provisions include Charter's \$12,500 quarterly capital contributions to the City supporting equipment purchases for the Cityview TV channel, and the requirement that the City repay any unspent contributions at the termination of the franchise agreement. The City should receive one more \$12,500 payment than is included in the adopted 2014 budget.

Attachments:

1) Draft Ord. No. 12-14

City Manager Approved:

Hopkins, Marcia
May 30, 11:58:13 GMT-0700 2014

ORDINANCE NO. 12-14

AN ORDINANCE OF THE CITY OF RICHLAND
extending the Cable Television Franchise Agreement with
Falcon Video Communications L.P., locally known as
Charter Communication, hereinafter referred to as "Grantee,"
through September 30, 2014.

WHEREAS, cable providers are required to hold a franchise agreement with the City of Richland (the "City") to use the City's public rights-of-way to provide cable service; and

WHEREAS, the current cable franchise agreement ("Cable Franchise") was entered into pursuant to Cable Television Franchise Ordinance No. 17-98 on September 8, 1998, and was subsequently amended by Ordinance Nos. 33-99, 59-99, 14-00, 30-00, and 24-13; and

WHEREAS, the Cable Franchise is due to expire June 26, 2014; and

WHEREAS, Grantee and the City have been engaged in informal renewal negotiations in accordance with Section 626(h) of Title VI of the Communications Act of 1934, as amended (the "Cable Act"); and

WHEREAS, the City has been conducting franchise renewal ascertainment in accordance with Section 626(a)(1) of the Cable Act; and

WHEREAS, the parties continue to reserve all rights under the formal procedures of Section 626 of the Cable Act, and do not waive any rights related thereto; and

WHEREAS, Grantee has filed timely notice of intent to renew its franchise agreement with the City pursuant to Section 626 of the Cable Act; and

WHEREAS, the City is willing to grant an extension of the current Cable Franchise until September 30, 2014 to give the parties additional time to complete the renewal process.

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

Section 1.01 Extension of the Term of the Cable Franchise through September 30, 2014.

The Cable Franchise, as amended, is hereby extended, subject to the terms and conditions set forth below, until the earlier of September 30, 2014, or when a new franchise agreement is agreed to by the parties and enacted by the City.

Section 1.02 Terms and Conditions of Extension of the Cable Franchise.

The City's consent to the extension, described above, is subject to, and conditioned upon, the following terms and conditions:

- A. All terms and conditions of the existing Cable Franchise shall remain in full force and effect during the extension period.
- B. The extension shall have no adverse effect on Grantee's compliance, nor shall the extension be grounds for any change or modification in the remaining terms, conditions and obligations of the Cable Franchise.
- C. The City and Grantee's agreement to extend the Cable Franchise, as set forth herein, shall not be construed, in any manner whatsoever, to constitute a waiver or release of any rights that the City or the Grantee may have under the Cable Franchise.
- D. Both parties hereby reserve all rights under applicable provisions of the Cable Act, including, without limitation, Sections 626 and 635 of the Cable Act. Nothing herein shall be deemed or construed as a waiver, release or surrender of any right that either party may have under the Cable Act or any applicable law.
- E. Within twelve (12) days after passage of this Ordinance by the City Council, Grantee shall file with the City Clerk its written acceptance of this Ordinance, substantially in the form of Exhibit A, attached hereto.

Section 1.03 This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

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

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____

EXHIBIT A

Acceptance of Ordinance No. 12-14

City of Richland, Washington
ATTN: Heather Kintzley, City Attorney
P.O. Box 190, MS-7
Richland, WA 99352

This is to advise the City of Richland that Falcon Video Communications, L.P.
(the "Grantee"), hereby unqualifiedly accepts Ordinance No. 12-14, passed by the City
Council on _____, 2014, regarding the extension of the Cable Television
Franchise Agreement between Grantee and the City.

FALCON VIDEO COMMUNICATIONS, L.P.
("Grantee")

By: _____

Name: _____

Title: _____

Date: _____



Council Agenda Coversheet

Council Date: 06/03/2014

Category: Consent Calendar

Agenda Item: C3

Key Element: Key 2 - Infrastructure & Facilities

Subject: RES NO. 67-14, AWARD OF BID FOR THE 2014 SLURRY SEAL PROJECT

Department: Public Works

Ordinance/Resolution: 67-14

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Approve Resolution No. 67-14, authorizing the City Manager to sign and execute the 2014 Slurry Seal construction contract with Intermountain Slurry Seal of Reno, Nevada for the amount of \$241,883.10.

Summary:

In 2013, the City evaluated the condition of all the city streets and began implementing a Pavement Management Program. Slurry Seals are one of the several treatments the City will use to preserve the roadways, along with full reconstruction projects and overlay projects. A slurry seal is a pavement treatment that extends the life of the pavement and reduces the need for the more expensive rehabilitation projects.

The areas for the project were selected based on the existing condition of the roadway surface, and are generally streets that have signs of natural aging and environmental degradation caused by inclement weather, excessive heat, and direct sunlight. Preserving these pavements before they become deteriorated so badly that they need an overlay can significantly extend the life of the pavement at a fraction of the cost.

On May 12, 2014, two bids were received with a low bid (base plus alternative A & C) of \$241,883.10 and a high bid of \$270,382.00. Engineer's estimate was \$226,765.50. Staff is proposing the combinations of base bid and alternatives to align the contract scope with available budget.

Installation of the slurry seal is scheduled for sometime in July, with the project taking approximately 5 days to complete. City street crews have already started preparing the streets to be slurry sealed by completing crack sealing and other miscellaneous patching. City staff has created an information brochure regarding the project that will be mailed to residents residing near the slurry seal areas. This information will also be added to the City's website in an effort to effectively communicate about this new street maintenance technique.

Fiscal Impact?

☒ Yes ☐ No

Total project costs are estimated at \$281,571.41. Funding for the project was approved by Council with the 2014 Capital Improvement Plan - page 70. The remaining available budget is \$483,700. A project budget summary, showing the estimated costs and funding sources, is included as an attachment.

Attachments:

- 1) Res 67-14 2014 Slurry Seal - Bid Award
- 2) 2014 Slurry Seal - Bid Tab
- 3) 2014 Slurry Seal - Vicinity Map
- 4) 2014 Slurry Seal - Budget Summary

City Manager Approved:

Hopkins, Marcia
May 30, 11:58:23 GMT-0700 2014

RESOLUTION NO. 67-14

A RESOLUTION OF the City of Richland authorizing the award of bid and execution of a construction contract to Intermountain Slurry Seal, Inc. for the 2014 Slurry Seal Project.

WHEREAS, the 2014–2030 Capital Improvement Plan includes a fully-funded project titled the City-Wide Annual Overlay-Arterial & Local Pavement Management Projects; 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 the City's purchasing policies, receiving and opening 2 bids on May 12, 2014; and

WHEREAS, Intermountain Slurry Seal, Inc. submitted the lowest responsible bid of the two received; and

WHEREAS, the project budget is adequate to complete the project using the lowest responsible bid; and

WHEREAS, it is in the City's best interest to proceed to complete the project in accordance with the Capital Improvement Plan, 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 2014 Slurry Seal construction contract with Intermountain Slurry Seal, Inc. in accordance with their bid received on May 12, 2014; and
2. Direct Public Works Department staff to administer the construction contract and execute change orders as required fulfilling the design intent of the contract within the constraints of the approved budget.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 3rd day of June, 2014.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

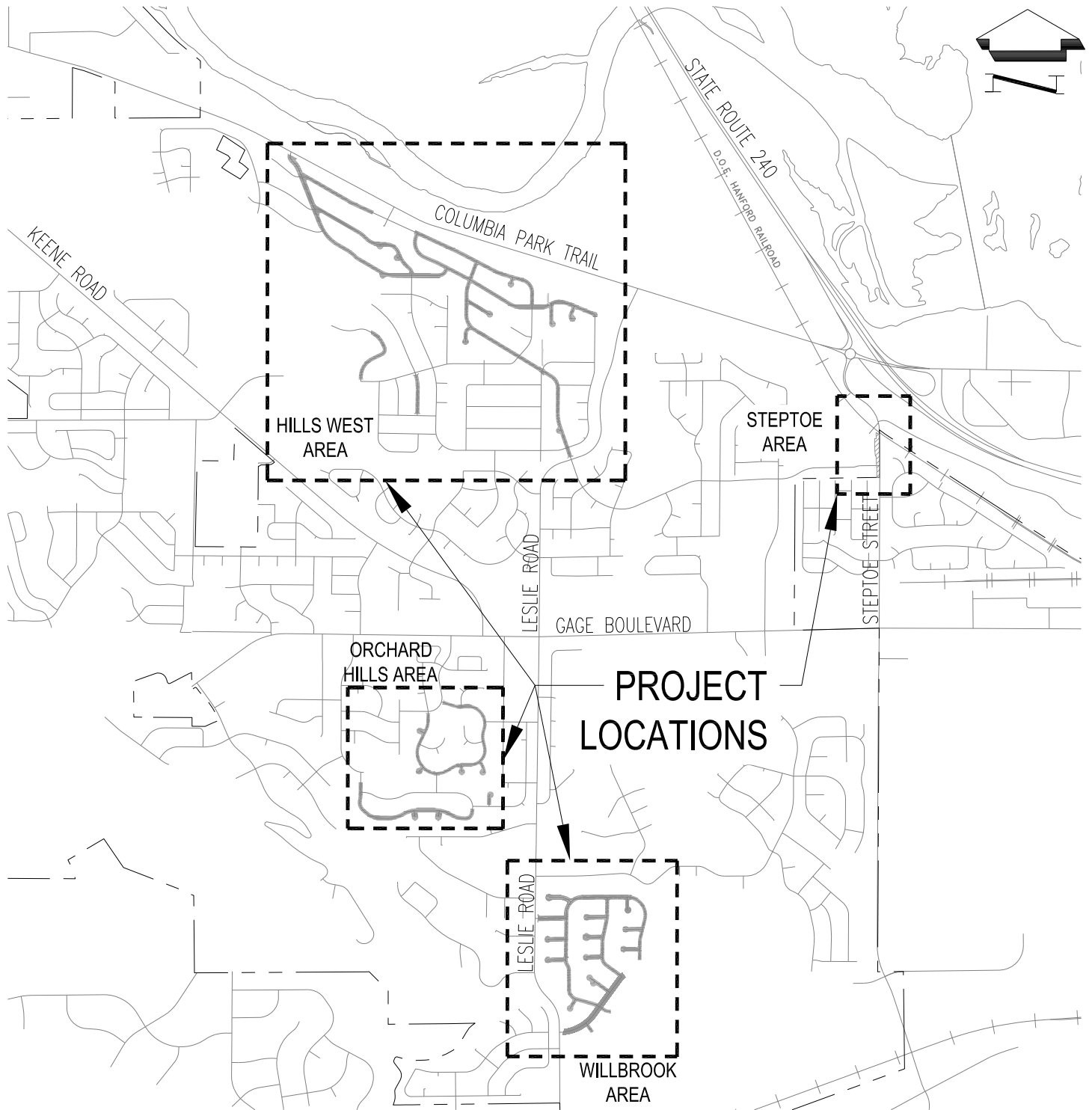
HEATHER KINTZLEY
City Attorney

City of Richland

DATE BIDS OPENED: MAY 12, 2014	SB # 14-19 PW
2014 SLURRY SEAL	

				ENGINEER'S ESTIMATE		INTERMOUNTAIN SLURRY SEAL RENO, NV		VSS INTERNATIONAL WEST SACRAMENTO, CA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
WILLOWBROOK + HILLS WEST-BASE BID									
1	Mobilization.	1	LS	\$15,000.00	15,000.00	21,097.80	21,097.80	15,000.75	15,000.75
2	Project temporary traffic control.	1	LS	10,000.00	10,000.00	15,000.00	15,000.00	1,000.00	1,000.00
3	Flaggers & spotters.	80	HR	45.00	3,600.00	55.00	4,400.00	50.00	4,000.00
4	Type 2 slurry seal.	111,785	SY	1.50	167,677.50	1.54	172,148.90	1.85	206,802.25
5	Removing plastic crosswalk line.	780	SF	2.00	1,560.00	3.50	2,730.00	5.00	3,900.00
WILLOWBROOK + HILLS WEST-BASE BID SUBTOTAL					\$197,837.50	\$215,376.70		\$230,703.00	
0% SALES TAX					-	-		-	
WILLOWBROOK + HILLS WEST-BASE BID TOTAL					\$197,837.50	\$215,376.70		\$230,703.00	
ALTERNATIVE A - HILLS WEST									
A1	Mobilization.	1	LS	\$2,500.00	2,500.00	500.00	500.00	1,501.00	1,501.00
A2	Project temporary traffic control.	1	LS	2,000.00	2,000.00	500.00	500.00	1,000.00	1,000.00
A3	Flaggers & spotters.	40	HR	45.00	1,800.00	40.00	1,600.00	50.00	2,000.00
A4	Type 2 slurry seal.	6,360	SY	1.50	9,540.00	1.54	9,794.40	1.85	11,766.00
ALTERNATIVE A - HILLS WEST SUBTOTAL					\$15,840.00	\$12,394.40		\$16,267.00	
0% SALES TAX					-	-		-	
ALTERNATIVE A - HILLS WEST TOTAL					\$15,840.00	\$12,394.40		\$16,267.00	
ALTERNATIVE B - ORCHARD HILLS									
B1	Mobilization.	1	LS	\$5,000.00	5,000.00	500.00	500.00	1,500.75	1,500.75
B2	Project temporary traffic control.	1	LS	5,000.00	5,000.00	2,000.00	2,000.00	1,000.00	1,000.00
B3	Flaggers & spotters.	20	HR	45.00	900.00	55.00	1,100.00	50.00	1,000.00
B4	Type 2 slurry seal.	28,185	SY	1.50	42,277.50	1.54	43,404.90	1.85	52,142.25
ALTERNATIVE B - ORCHARD HILLS SUBTOTAL					\$53,177.50	\$47,004.90		\$55,643.00	
0% SALES TAX					-	-		-	
ALTERNATIVE B - ORCHARD HILLS TOTAL					\$53,177.50	\$47,004.90		\$55,643.00	

				ENGINEER'S ESTIMATE		INTERMOUNTAIN SLURRY SEAL RENO, NV		VSS INTERNATIONAL WEST SACRAMENTO, CA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	ALTERNATIVE C - STEPTOE								
C1	Mobilization.	1	LS	\$2,500.00	2,500.00	500.00	500.00	1,500.00	1,500.00
C2	Project temporary traffic control.	1	LS	3,000.00	3,000.00	200.00	200.00	1,000.00	1,000.00
C3	Flaggers & spotters.	20	HR	45.00	900.00	55.00	1,100.00	50.00	1,000.00
C4	Type 3 slurry seal.	3,040	SY	2.20	6,688.00	4.05	12,312.00	6.55	19,912.00
ALTERNATIVE C - STEPTOE SUBTOTAL					\$13,088.00	\$14,112.00		\$23,412.00	
0% SALES TAX					-	-		-	
ALTERNATIVE C - STEPTOE TOTAL					\$13,088.00	\$14,112.00		\$23,412.00	
WILLOWBROOK + HILLS WEST-BASE BID					\$197,837.50	\$215,376.70		\$230,703.00	
ALTERNATIVE A - HILLS WEST					15,840.00	12,394.40		16,267.00	
ALTERNATIVE B - ORCHARD HILLS					53,177.50	47,004.90		55,643.00	
ALTERNATIVE C - STEPTOE					13,088.00	14,112.00		23,412.00	
GRAND TOTAL					\$279,943.00	\$288,888.00		\$326,025.00	



VICINITY MAP

2014 SLURRY SEAL PROJECT

CONTRACT NO.: SB 14-19

DATE: 4-18-2014
 DRAWN BY: LD
 SCALE: NTS
 CAD DWG: o:\civil_projects - civil 3d\2014 residential overlay & slurry seal_saw_cp9051\01_engineering\6.0_drawings\2014 residential overlay_slurry seal_plan set

2014 SLURRY SEAL BUDGET SUMMARY

PROJECT EXPENSES ARE ESTIMATED AS FOLLOWS:

DESIGN & CNST MGMT - PW ENG	\$	10,000.00
STRIPING - STREETS		5,500.00
CONSTRUCTION CONTRACT		241,883.10
10% CONTINGENCY		24,188.31
TOTAL PROJECT FUNDING	\$	<u>281,571.41</u>

PROJECT FUNDING IS PROPOSED AS FOLLOWS:

CITY-WIDE OVERLAY FUNDS	<u>281,571.41</u>	<i>2014 CIP pg 70</i>	<i>\$483,708 available</i>
TOTAL PROJECT COSTS	<u>\$ 281,571.41</u>		



Council Agenda Coversheet

Council Date: 06/03/2014

Category: Consent Calendar

Agenda Item: C4

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RESOLUTION NO. 80-14, LETTER OF UNDERSTANDING WITH BENTON PUD FOR POLE ATTACHMENTS

Department: Energy Services

Ordinance/Resolution: 80-14

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 80-14, authorizing the City Manager to sign a Pole Attachment Letter of Understanding with Benton County Public Utility District (BPUD).

Summary:

The City recognizes the value in collaboration of easements and partnering with infrastructure of adjoining utilities. With the approval of the pole attachment letter of understanding, the City will transfer Benton PUD's 12,470 volt distribution line onto an underbuild of a new 115,000 volt transmission line using Benton PUD's easement within the Summit View plat. This collaboration minimizes utility infrastructure for both utilities and prepares the City for serving customers long term in the south Richland area.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

- 1) Resolution No. 80-14
- 2) Proposed Agreement

City Manager Approved:

Hopkins, Marcia
May 30, 11:59:33 GMT-0700 2014

RESOLUTION NO. 80-14

A RESOLUTION of the City of Richland authorizing the execution of a Pole Attachment Letter of Understanding with Benton PUD.

WHEREAS, Public Utility District No. 1 of Benton County, Washington (District) grants permission to the City of Richland (City) to relocate or replace in kind District distribution lines within Summit View plat, Benton County, Washington, in conjunction with the City's construction of a 115,000 volt transmission line in the Summit View plat; and

WHEREAS, the District owns, operates and maintains 12,470 volt distribution lines within of the Summit View plat, and the Summit View plats are within the District's service territory as defined in the Service Area Agreement with the City dated May 24, 2005; and

WHEREAS, the City proposes to construct a 115,000 volt transmission line in the same alignment as an existing District distribution line within the Summit View plat; and

WHEREAS, the District's distribution pole line conflicts with the location of the City's proposed transmission line; and

WHEREAS, the District's utility easements pre-dating this Agreement are superior to the City's transmission easement; and

WHEREAS, the District and City are agreeable to joint use attachments on the City's steel transmission poles as shown on Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to execute a Pole Attachment Letter of Understanding.

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 3rd day of June, 2014.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

**POLE CONTACT AGREEMENT
SUMMIT VIEW PLAT**

Public Utility District No. 1 of Benton County, Washington, herein after called "the District," hereby grants permission to the City of Richland, hereinafter called "the City," to relocate or replace in kind, District distribution lines within Summit View plat, Benton County, Washington, in conjunction with the City's construction of a 115,000 volt transmission line in the Summit View plat.

Whereas, the District owns, operates and maintains 12,470 volt distribution lines within of the Summit View plat, and the Summit View plats are within the District's Service territory as defined in the Service Area Agreement with the City dated May 24, 2005; and

Whereas, the City proposes to construct a 115,000 volt transmission line in the same alignment as an existing District distribution line within the Summit View plat, and

Whereas, the District's distribution pole line conflicts with the location of the City's proposed transmission line; and

Whereas, the District's utility easements pre-dating this Agreement are superior to the City's transmission easement, and

Whereas, the District and City are agreeable to joint use attachments on the City's steel transmission poles as shown on Exhibit A.

Now, therefore, the District shall allow the City to construct the City's transmission line and to relocate or replace in-kind the District's distribution lines from present alignment of the District's distribution line to the City transmission poles individually shown on Table 1 herein and as shown on the attached Exhibit A, subject to the following conditions:

1. The City shall construct a new transmission line in the Summit View subdivision to accommodate joint use with the District's distribution line and future fiber-optic line with no annual fee paid to the City by the District for such joint use. The City shall design a steel-pole line to accommodate a District single circuit, three-phase, four-wire, 7,200/12,470 volt, distribution system with a conductor size of 556 AAC. The City shall also provide space on the transmission poles for a future single District-owned and specified 48-strand ADSS fiber-optic cable at the communication level on the City's poles. The City's pole line and the District's attachments shall be constructed in conformity with the current revisions of applicable State of Washington Electrical Construction Codes.
2. The City shall accommodate the District's construction of a distribution line on the City's steel poles. The existing District distribution line will be upgraded as previously specified with crossarm framing per District specifications. The City shall design their steel poles to accommodate the transfer of existing, and the addition of future, overhead to underground three-phase service laterals to the

District's distribution line. The City shall return to the District all unused material and equipment removed because of the relocation. Materials and equipment constructed by the City for the benefit of the District distribution system shall become the property of the District upon acceptance by the District. Material installed by the City for the benefit of the District include Pole P41A, new lines and crossarms on steel poles, primary rise at City Pole P48, underground primary conduit and cable from Pole P48 to new at-grade vault, and the at-grade vault.

3. The City shall relocate or replace in-kind the District's distribution lines at no cost to the District. The City shall reimburse the District a one-time payment for costs incurred associated with the transfer and cut-over of the District existing facilities to the City's pole line. The District shall not charge the City for remaining life of facilities removed resulting from the relocation of the District distribution line.
4. Upon acceptance of the material installed by the City for the benefit of the District, the District shall maintain and operate, at the District's sole expense, the District's lines, equipment and pole attachments, consisting of crossarms, wires, guy wires, cable risers, and all related materials. There shall be no cost to the City to operate or maintain any of the equipment or materials installed for the benefit of the District.
5. The District agrees to indemnify and save harmless the City from any and all claims resulting from the negligence or intentional misconduct of the District or its employees relating to the District's facilities that are the subject of this Agreement, whether previously existing or upon acceptance of the material installed by the City for the benefit of the District.
6. The District hereby agrees to assume all risk of loss, damage and injury to its facilities which are the subject of this Agreement, except those losses, damages, and injuries sustained as a result of the negligence or intentional misconduct of the City, its employees, agents, or contractors.
7. Any modifications or changes to the joint use structures beyond this Agreement will be considered new, and either utility will give the other thirty (30) days' written notice of intent prior to any construction. Where changes requested by the District substantially alter the loading on the joint-use poles, the City agrees to complete a review of the District's proposed changes within twenty (20) days from receipt of the request to determine if modifications meet the requirements of the applicable State of Washington Electrical Construction Code(s). Changes requested by the District that require the City to modify, replace or relocate the City-owned structure(s) shall be borne by the District, and the District shall reimburse the City all mutually agreed costs associated with the modification, replacement or relocation structure(s).
8. If an existing joint use pole is prematurely replaced solely for the benefit of the City, the cost shall be borne by the City, and the District shall transfer attachments at its own expense.

9. All work on the joint use line will be coordinated between the City and District as necessary to ensure compliance with applicable State of Washington safety rules and regulations and each utility's operating practices relative to the issuance of clearances and holds. Under normal operating conditions, the City and District agree to provide fourteen (14) calendar days' notice of the need for a scheduled outage of the transmission or distribution line covered by this Agreement
10. This Agreement constitutes the complete understanding between the District and the City related to the permission given to the City to relocate or replace in kind Benton PUD's distribution lines within Summit View plat. This Agreement supersedes any and all other agreements between the parties. The parties agree that no modification, change or amendment of this Agreement or any of its provisions shall be valid, unless in writing and signed by the all parties.

Table 1 Joint-Use Transmission Poles

	City Station Number	Benton PUD Pole Number	Comments
1	Pole P41A- #2801	XXXXXX	City-Installed, BPUD-Owned
2	Pole P41 - #2800	XXXXXX	City-Owned, BPUD attached
3	Pole P42- #3700	XXXXXX	City-Owned, BPUD attached
4	Pole P43- #4700	XXXXXX	City-Owned, BPUD attached
5	Pole P44- #4701	XXXXXX	City-Owned, BPUD attached
6	Pole P45- #4702	XXXXXX	City-Owned, BPUD attached
7	Pole P46- #5700	XXXXXX	City-Owned, BPUD attached
8	Pole P47- #5701	XXXXXX	City-Owned, BPUD attached
9	Pole P48- #6700	XXXXXX	City-Owned, BPUD attached
10	Pole P49 -#XXXXX	XXXXXX	City-Owned, Future Attachment
11	Pole P50- #XXXXX	XXXXXX	City-Owned, Future Attachment

The Agreement shall take effect immediately upon signature of both parties.

In witness whereof, the parties hereto have executed this agreement this day ____ of _____, 2014.

CITY OF RICHLAND

**PUBLIC UTILITY DISTRICT NO. 1
OF BENTON COUNTY**

By: Cynthia D. Johnson
City Manager

Chad Bartram
Benton County PUD - General Manager

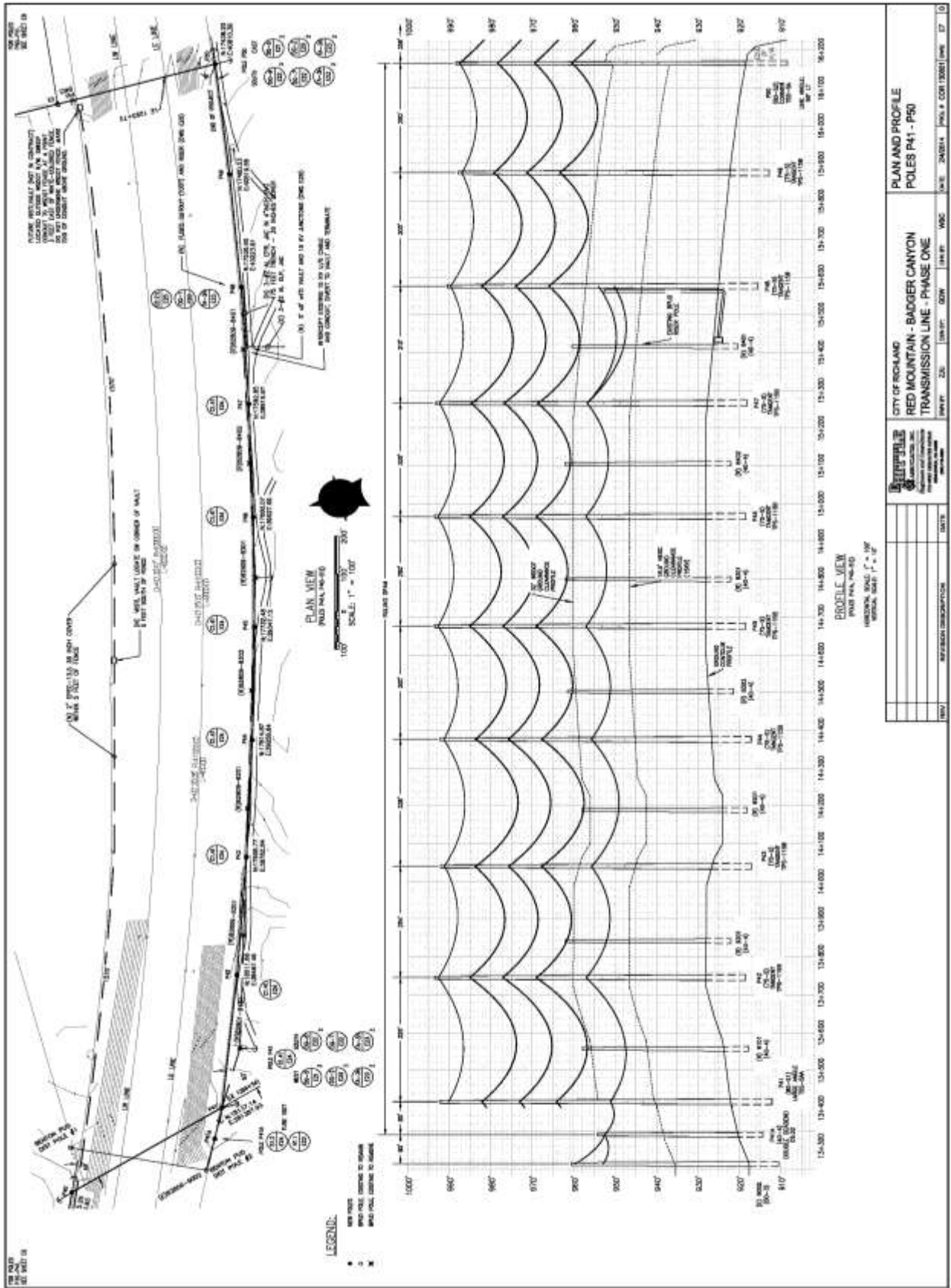
APPROVED AS TO FORM:

Heather Kintzley, City Attorney

ATTESTED

Marcia Hopkins, City Clerk

EXHIBIT A





Council Agenda Coversheet

Council Date: 06/03/2014

Category: Consent Calendar

Agenda Item: C5

Key Element: Key 2 - Infrastructure & Facilities

Subject: RESOLUTION NO. 81-14, CONSULTANT AGREEMENT FOR DUPORTAIL ST. INTERSECTION ANALYSIS

Department: Public Works

Ordinance/Resolution: 81-14

Reference:

Document Type: Resolution

Recommended Motion:

Approve Resolution No. 81-14, authorizing the City Manager to sign and execute a Washington State Department of Transportation Standard Consultant Agreement with David Evans and Associates, Inc. to evaluate intersection alternatives for the Duportail St./Wright Ave. and Duportail St./Thayer Dr. intersections.

Summary:

On February 4, 2014, Council adopted Resolution 12-14 amending the 2014-2019 Transportation Improvement Program to reflect funding that was secured through the Transportation Improvement Board (TIB) and the Benton Franklin Council of Governments regional federal allocation for two projects along the Duportail Street corridor. The first project is the Duportail Street Reconstruction project which will make improvements to the Duportail St./Wright Ave. intersection and reconstruct the existing portion of Duportail Street between Wright Ave. and Thayer Dr. The second project is the Duportail Extension project which will extend Duportail Street from Thayer Dr. to Wellsian Way. This project will also involve modifications to the Duportail St./Thayer Dr. intersection.

To prepare for these projects, Public Works staff has determined that it is in the City's best interest to hire a qualified consultant to evaluate the different intersection alternatives, including 2-way stop, 4-way stop, signal and roundabouts and make a recommendation for the most appropriate intersection type at each location.

Staff solicited proposals and received responses from six qualified firms. A review team consisting of City staff and a local representative from the Washington State Department of Transportation reviewed the six proposals and determined that David Evans and Associates, Inc. was the most qualified firm to perform this work.

Staff has negotiated a scope of work and budget for the project and will use the Washington State Department of Transportation Standard Consultant Agreement for the work due to federal funding requirements.

Fiscal Impact?

☒ Yes ☐ No

The total cost of this work will not exceed \$56,065.09. This cost was anticipated in the project budget development and will be funded from the existing approved budget. Total available funding for the Duportail Street Extension and Reconstruction projects is \$3,768,000.

Attachments:

- 1) RES 81-14 - Consultant Agreement with DEA for Duportail Street Intersections
- 2) Consultant Agreement - DEA

City Manager Approved:

Hopkins, Marcia
May 30, 12:00:47 GMT-0700 2014

RESOLUTION NO. 81-14

A RESOLUTION of the City of Richland authorizing the execution of a Consultant Agreement with David Evans and Associates, Inc. to complete the Duportail Street Intersection Analysis.

WHEREAS, the City has identified the Duportail Street corridor as a priority corridor to facilitate traffic mobility and economic vitality; and

WHEREAS, the Duportail Street corridor is identified in the Six-Year Transportation Improvement Program (TIP), the Citywide Transportation Plan, the Comprehensive Plan, and the Benton Franklin Council of Governments Regional Transportation Plan; and

WHEREAS, the Duportail Street / Wright Avenue and Duportail Street / Thayer Drive intersections will be impacted by projects on this corridor; and

WHEREAS, City staff has determined that a study needs to be conducted to determine the most appropriate intersection control for each of the above intersections; and

WHEREAS, the City has funding available to conduct said study as identified on the Six-Year TIP adopted on February 4, 2014 by Resolution No. 12-14; and

WHEREAS, City staff solicited proposals from qualified engineering firms to conduct said study and received six qualifying proposals; and

WHEREAS, a review team comprised of City and Washington State Department of Transportation (WSDOT) staff reviewed the proposals and selected David Evans and Associates, Inc. to perform this work. City staff has negotiated a scope of work and project budget with David Evans and Associates, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Washington State Standard Consultant Agreement with David Evans and Associates, Inc. to conduct the Duportail Street Intersection Analysis.

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 3rd day of June, 2014.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

<h2 style="margin: 0;">Local Agency Standard Consultant Agreement</h2>	Consultant/Address/Telephone David Evans and Associates, Inc. David Evans and Associates, Inc. 908 N Howard Street, Suite 300 Spokane, WA 99201 v: 509.232.8670						
<input type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number _____	Project Title And Work Description Duportail Street Intersection Analysis Traffic analysis and evaluation at Duportail Street/Thayer Drive and Duportail Street/Wright Avenue intersections						
Federal Aid Number _____							
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input checked="" type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input checked="" type="checkbox"/> Fixed Overhead Rate <u>176.56</u> % Fixed Fee \$ <u>4,213.92</u> <input type="checkbox"/> Specific Rates Of Pay <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work							
DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %							
Federal ID Number or Social Security Number <div style="text-align: center;">93-0661195</div>							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </td> <td style="width: 50%;"> Completion Date December 31, 2014 </td> </tr> </table>		Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completion Date December 31, 2014				
Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completion Date December 31, 2014						
<table style="width: 100%;"> <tr> <td style="width: 70%;">Total Amount Authorized \$</td> <td style="text-align: right;">50,968.09</td> </tr> <tr> <td>Management Reserve Fund \$</td> <td style="text-align: right;">5,097.00</td> </tr> <tr> <td>Maximum Amount Payable \$</td> <td style="text-align: right;">56,065.09</td> </tr> </table>		Total Amount Authorized \$	50,968.09	Management Reserve Fund \$	5,097.00	Maximum Amount Payable \$	56,065.09
Total Amount Authorized \$	50,968.09						
Management Reserve Fund \$	5,097.00						
Maximum Amount Payable \$	56,065.09						

Index of Exhibits (Check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work
<input type="checkbox"/> Exhibit A-2 Task Order Agreement
<input type="checkbox"/> Exhibit B-1 DBE Utilization Certification
<input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data
<input type="checkbox"/> Exhibit D-1 Payment - Lump Sum
<input checked="" type="checkbox"/> Exhibit D-2 Payment - Cost Plus
<input type="checkbox"/> Exhibit D-3 Payment - Hourly Rate
<input type="checkbox"/> Exhibit D-4 Payment - Provisional
<input checked="" type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit
<input type="checkbox"/> Exhibit E-2 Fee - Specific Rates
<input checked="" type="checkbox"/> Exhibit F Overhead Cost
<input checked="" type="checkbox"/> Exhibit G Subcontracted Work
<input checked="" type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input checked="" type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates
<input checked="" type="checkbox"/> Exhibit G-3 Sub Overhead Cost
<input checked="" type="checkbox"/> Exhibit H Title VI Assurances
<input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement
<input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures
<input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures
<input type="checkbox"/> Exhibit L Liability Insurance Increase
<input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification
<input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification
<input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary
<input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification
<input type="checkbox"/> Exhibit M-4 Pricing Data Certification
<input checked="" type="checkbox"/> App. 31.910 Supplemental Signature Page |
|---|---|

THIS AGREEMENT, made and entered into this _____ day of _____, 2014,
 between the Local Agency of _____ City of Richland _____, Washington, hereinafter called the "AGENCY",
 and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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 AGENCY, and any and all claims that may 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.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY 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 AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. 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 decisions 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 the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By Kevin Picone By _____

Consultant David Evans and Associates, Inc. Agency City of Richland

Exhibit A-1 - Scope of Work

ATTACHMENT A

SCOPE OF SERVICES

City of Richland

Duportail Street Intersection Analysis

May 23, 2014

PROJECT DESCRIPTION AND ASSUMPTIONS

1. The City of Richland (CITY) is seeking to perform intersection analysis at the Duportail Street/Thayer Drive and Duportail Street/Wright Avenue intersections.
2. The CITY will provide David Evans and Associates, Inc. (DEA) with a survey base map in AutoCAD Civil3D 2014 including roadways, utilities and R/W information for the study intersection locations.
3. The CITY will provide 2014 traffic count information including ADT data for Duportail, Wright and Thayer as well as peak hour turning movement counts for the two study intersections. Additionally, the CITY will provide supplemental relevant traffic count data from past counts in the general vicinity of the project study area.
4. The CITY will provide the proposed roadway typical section information for Duportail St., Thayer Dr. and Wright Ave.
5. The CITY will provide copies of past studies and preliminary design work associated with the Duportail corridor including the Duportail Bridge Traffic Study.
6. SYNCHRO will be used for unsignalized and signalized intersection analysis; Aasidra will be used for roundabout analysis. HCM 2000 methodologies as applied within SYNCHRO will be used for all operational analysis.
7. Preliminary design, final design, environmental clearance and construction support services are not included in this scope.

SCOPE OF SERVICES

The following items describe the Specified Services that DEA will perform for CITY under this scope of services for the project as described:

Task 1 - Project Management

Project Kickoff Meeting

DEA will facilitate a project kickoff meeting with key City of Richland staff members to: review the final scope of work, finalize the study Workflow Plan, finalize the schedule, discuss anticipated meeting dates, and identify initial measures of effectiveness (MOE's) for evaluation of solutions and geometric design criteria.

Client Meetings

In addition to the kickoff meeting, DEA will hold one client meeting during the course of the analysis work.

Administrative Activities and Project Coordination

DEA will produce project status reports for the study on a monthly basis. The status reports will be delivered by email to the City project manager and any other recipient requested by the City. Monthly invoicing activities will be completed under this subtask. This task also includes initial set-up of project files and budget structure.

QA/QC Plan

DEA will develop and implement a QA/QC plan specifically designed for this project. This will involve continuous communication with City staff throughout the project; minimization of project changes; adherence to the schedule; and allowing for feedback to be incorporated into the study. In addition, the study will be subject to internal review by senior transportation engineering staff.

Task 2 - Data Collection and Review

General Data Collection

DEA will receive and review the AutoCAD files, past studies and information provided by the City. Any missing or incomplete information will be noted and additional information requested as needed.

Review Traffic Count Data and BFCOG Forecast Volumes

DEA will review current traffic count data from the City and BFCOG's 2010 and 2030 volumes including 2030 'Build' scenario volumes that assume completion of the Duportail bridge and Duportail extension to Wellsian. General corridor growth rates and travel pattern changes will be utilized in conjunction with actual 2014 traffic counts to determine Build conditions (2015 and 2035 design year) traffic volumes to be used for the operational analysis.

Site Visit

DEA staff will conduct a site visit to note unique site conditions that may impact the conceptual design and analysis. It is assumed the site visit will be conducted the same day as the kick-off meeting.

Task 3 – Design Criteria, Warrant Analysis and Conceptual Intersection Plans

Design Criteria

DEA will develop preliminary geometric design criteria and submit it to the City for review and approval. Particular attention will be paid to defining the appropriate design vehicle(s) for the study area including appropriate design vehicles for each movement through the potential roundabouts.

Warrant Analysis

DEA will conduct 4-way stop and traffic signalization warrant analysis at each study intersection. If either or both warrants are met; those intersection control options will be carried forward to conceptual plan development and operational analysis.

Concept Plans

DEA will prepare conceptual plans for each alternative intersection control and configuration at the two study intersections. The preliminary plans will be prepared to a level of detail suitable for use as exhibits at public outreach and/or community meetings. The exhibits to be utilized for public viewing will include aerial imagery provide by the City as the background or base.

Potential R/W and utility impacts will be identified.

Up to four intersection layouts will be created at each study intersection including:

1. Two-way stop control
2. Four-way stop control
3. Signalized
4. Roundabout

Task 4 – Operational Analysis and Simulation

Build SYNCRHO Operational and Aasidra Operational Models

DEA will build a Synchro based model of the study corridor and intersections that will be used for analysis of unsignalized and signalized alternatives. Aasidra will be used for analysis of roundabouts.

Traffic Operational Analysis of Scenarios

DEA will analyze the PM peak hour Level of Service (LOS), V/C ratio, queue length and other performance measures defined at the outset of the project. For intersections or movements that are shown to operate below operational standards, alternative configurations or options may be developed and evaluated.

The following scenarios will be analyzed:

1. Existing Conditions – No Build
2. Existing Conditions Build – Two-way Stop Control
3. Existing Conditions Build – Four-way Stop Control
4. Existing Conditions Build – Traffic Signalization
5. Existing Conditions Build – Roundabout
6. Future Conditions (2035) – No Build
7. Future Conditions (2035) – Two-way Stop Control

8. Future Conditions (2035) – Four-way Stop Control
9. Future Conditions (2035) – Traffic Signalization
10. Future Conditions (2035) – Roundabout

The 4-way stop and signalization scenarios will only be analyzed if the applicable warrants are met.

Traffic Simulations

A traffic simulation model for two alternatives will be built and run using SimTraffic software.

Alternatives Evaluation

DEA will perform an alternatives evaluation at each intersection for each intersection configuration. The evaluation will include quantitative measures of effectiveness (MOE's) determined at the outset of the project including measures such as LOS, delay, queuing and V/C ratio. In addition, qualitative considerations such as site access impacts, pedestrian/bike compatibility and impacts, R/W and utility impacts and other relevant criteria will be evaluated as identified and at the kick off meeting.

Task 5 - Reporting and Documentation

Preliminary Results Technical Memo

DEA will prepare a technical memo summarizing the initial operational analysis results and findings. The tech memo will also include an initial description and summary of each of the intersection alternatives from the perspective of potential R/W and utility impacts, site access impacts and geometric considerations.

Draft Technical Memo

DEA will prepare a draft technical memo summarizing the assumptions, methodology, and findings of the operational analysis and alternatives evaluation for distribution to the City for review.

Final Technical Memo

Upon receipt of comments from City staff, DEA will prepare the final technical memo addressing review comments for final submittal to the City.

Task 6 - Value Engineering and Public Open House

Value Engineering

One DEA staff person will participate in a VE study meeting. It is assumed that the VE study will be led by City or other qualified entity as determined by the City and that the meeting will last for one working day.

Task 7 - Public Open House

Public Open House

Two DEA staff will participate at a Public Open House in support of City staff. It is assumed that the Public Open House will be led and organized by City staff or its designated representative.

DEA will prepare up to three exhibits for use at the Open House. The exhibits are expected to be modified versions of other graphics or design work produced for the project. Anticipated exhibits are:

1. Two concept design exhibits, one at each study intersection. Each exhibit will illustrate two or more intersection layout and control options.
2. A general information exhibit which may include analysis results information, an evaluation matrix or other related and similar information.

Optional Additional Services Available Upon Request

The following services are not included in the initial scope of work or fee estimate; however, they may be provided by DEA at the request of the City. A scope and fee amendment will be negotiated with the City if these services are added.

1. VISSIM based microsimulation
2. Travel Demand Modeling
3. Public Outreach
4. Preliminary and Final Design
5. Surveying and Right-of-Way mapping and R/W Acquisition Coordination

Exhibit C

Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
 - A. Survey Data
 - B. Roadway Design Files
 - C. Computer Aided Drafting Files
 - D. Specify the Agency's Right to Review Product with the Consultant
 - E. Specify the Electronic Deliverables to Be Provided to the Agency
 - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
 - A. Agency Software Suite
 - B. Electronic Messaging System
 - C. File Transfers Format

Exhibit D-2

Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.

1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
 - a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
 - b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Project: Duportail Street Intersection Analysis

Classification	Man Hours		Rate	=	=	Cost
Senior Project Manager	84.0	X	50.00	\$		4,200.00
Senior Project Manager	18.0	X	48.00			864.00
Professional Engineer	43.0	X	110.00			4,730.00
Professional Engineer	30.0	X	45.50			1,365.00
Senior Planner	2.0	X	40.10			80.20
Senior Planner	86.0	X	36.00			3,096.00
Senior Graphics Specialist	20.0	X	33.70			674.00
Project Administrator	11.0	X	20.70			227.70
		X				

DOT Form 140-089 EF Exhibit E-1
Revised 6/05

Oregon Department of Transportation Audit Services



Central Services Division – MS 52, 355 Capitol Street NE, Salem, OR 97301 Telephone: 503-986-3213

September 16, 2013

The Board of Directors and Stockholders
David Evans and Associates, Inc (DEA)

RE: David Evans and Associates, Inc. Schedule of Indirect Cost Rate
Fiscal Year Ended November 3, 2012

We have performed a cognizant review of documentation and the working papers of your independent CPA firm, Grant Thornton (GT), of their audit of the Schedule of Indirect Cost Rate for David Evans and Associate's (DEA) Fiscal Year Ended November 3, 2012 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

We were provided with a copy of GT's audit report dated May 10, 2013, copies of their working papers and additional documentation from DEA.

Based on our review, we accepted the audited Schedule of Indirect Cost Rate and this letter of concurrence establishes DEA's Schedule of Indirect Cost Rate for the fiscal year ended November 3, 2012 at 176.11% of direct labor and a Facilities Capital Cost of Money factor of 0.446% of direct labor. In this fiscal year, DEA proposed a field rate of 53.02%. Our review concluded this was a contract specific rate and was not to be used by any state departments of transportation.

A copy of this letter will be forwarded to the appropriate ODOT contracting offices. If you or any representative of DEA has any questions, please contact me at (503) 986-3213 or Ruth Wu at (503) 986-4003.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Margaret Cole', written over a light blue horizontal line.

Margaret Cole, CPA
External Audit Manager
Oregon Department of Transportation

cc: Ron Gasper, Chief Financial Officer, David Evans and Associates, Inc.
Tony Parke, Partner, Grant Thornton

Exhibit G Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

TSI Consulting

General transportation planning and traffic engineering services related to the following scope of work items:

Task 3:

- Establish Design Standards
- Conceptual Intersection Plans

Task 4:

- Traffic Operational Analysis
- Alternatives Evaluation

Task 5:

- Preparation of Draft Report

Exhibit G-3
Breakdown of Subconsultants Overhead Cost

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor		
Overhead Expenses:		
FICA		
Unemployment		
Health/Accident Insurance		
Medical Aid & Industrial Insurance		
Holiday/Vacation/Sick Leave		
Commission/Bonus/Pension		
Total Fringe Benefits		
General Overhead:		
State B&O Taxes		
Insurance		
Administration & Time Not Assignable		
Printing, Stationery & Supplies		
Professional Services		
Travel Not Assignable		
Telephone & Telegraph Not Assignable		
Fees, Dues & Professional Meetings		
Utilities & Maintenance		
Professional Development		
Rent		
Equipment Support		
Office, Miscellaneous & Postage		
Total General Overhead		
Total Overhead (General + Fringe)		
Overhead Rate (Total Overhead / Direct Labor)		

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit M-1(a)
Certification Of Consultant

Project No. _____
Local Agency _____

I hereby certify that I am Kevin Picanco and duly authorized representative of the firm of David Evans and Associates, Inc. whose address is 908 N Howard Street, Suite 300, Spokane, WA 99201 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

5/27/14

Date

Kevin Picanco

Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Richland, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B). of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): David Evans and Associates, Inc.

5/27/14

(Date)

K. P. Evans

(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): David Evans and Associates, Inc.

5/27/14
(Date)


(Signature) President or Authorized Official of Consultant

<p align="center">Supplemental Signature Page for Standard Consultant Agreement</p>	<p>Consultant/Address/Telephone David Evans and Associates, Inc. David Evans and Associates, Inc. 908 N Howard Street, Suite 300 Spokane, WA 99201 v: 509.232.8670</p>
<p>Agreement Number</p>	<p>Project Title And Work Description Duportail Street Intersection Analysis</p>
<p>Federal Aid Number</p>	
<p>Local Agency City of Richland</p>	<p>Traffic analysis and evaluation at Duportail Street/Thayer Drive and Duportail</p>

THIS AGREEMENT, made and entered into this _____ day of _____, 2014 ,
between the Local Agency of _____ City of Richland _____, Washington, hereinafter called the
"AGENCY" , and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first
above written.

CONSULTANT

LOCAL AGENCY

By Kevin Picano

By _____

Consultant David Evans and Associates, Inc.

Agency City of Richland

By _____

By _____

Consultant _____

Agency _____

By _____

Agency _____

By _____

Agency _____



Council Agenda Coversheet

Council Date: 06/03/2014

Category: Consent Calendar

Agenda Item: C6

Key Element: Key 2 - Infrastructure & Facilities

Subject: RES. NO. 82-14 AUTHORIZING PURCHASE OF RIGHT-OF-WAY FOR THE STEVENS DRIVE EXTENSION

Department: Public Works

Ordinance/Resolution: 82-14

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Adopt Resolution No. 82-14 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 Stevens Drive Extension project is fully funded and is proceeding to construction. Since much of the alignment for this street is new, acquisition of private property is needed to complete the 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 all affected property owners. The offers are based on fair market value appraisals. To date, two property owners have executed agreements to sell their property to the City. The proposed agreements will add three more owners to those who have agreed to sell their property. Three property owners remain who have not approved agreements, one of which is a federal agency.

The proposed agreements reflect completion of successful negotiations with three property owners: 1) Sealib Properties; 2) Martin and Jacqueline Stout; and 3) and Washington Securities and Investments Corporation. The total amount paid to Sealib Properties will be \$22,400. The total amount to be paid to Martin and Jacqueline Stout will be \$76,600. The total amount to be paid to Washington Securities and Investments Corporation will be \$2,102. The compensation values are the same as the fair market values offered by the City.

Fiscal Impact?

☒ Yes ☐ No

The total cost of the three property acquisitions including the \$101,102 purchase prices and closing costs is estimated at \$125,000. These costs were anticipated in the project budgets and funding is available to complete these acquisitions.

Attachments:

- 1) RES 82-14 Stevens Drive ROW Purchase
- 2) Sealib ROW Purchase
- 3) Stout ROW Purchase
- 4) WSIC ROW Purchase

City Manager Approved:

Hopkins, Marcia
May 30, 11:58:37 GMT-0700 2014

RESOLUTION NO. 82-14

A RESOLUTION of the City of Richland authorizing the City Manager to acquire certain real property interests of Washington Investments and Securities Corporation, Sealib Properties, Inc., and Martin and Jacqueline Stout 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's 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, Washington Securities and Investment Corporation has one (1) property affected by the Stevens Drive Extension project and has agreed to sell property and property rights for right-of-way for construction of the project; and

WHEREAS, Sealib Properties, Inc. has one (1) property affected by the Stevens Drive Extension project and has agreed to sell property and property rights for right-of-way for construction of the project; and

WHEREAS, Martin and Jacqueline Stout have one (1) property affected by the Stevens Drive Extension project and have agreed to sell property and property rights for right-of-way for construction of the project; and

WHEREAS, the funds necessary to acquire the properties shall be paid for 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 the purchase agreements and quit claim deeds to complete the purchase of Washington Securities and Investment Corporation property, Sealib Properties, Inc. property and the Martin and Jacqueline Stout 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 3rd day of June, 2014.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Contract No: _____

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this 21st day of May, 2014 between the **CITY OF RICHLAND**, a Washington municipal corporation ("Purchaser"), and **SEALIB PROPERTIES LLC**, a Washington limited liability company ("Seller").

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser 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 Twenty-Two Thousand Four Hundred Dollars (\$22,400.00) which includes Fourteen Thousand Two Hundred and Thirty Dollars (\$14,230) computed on a price of Six dollars and Twenty-Five cents (\$6.25) per square foot for Two Thousand Two Hundred Seventy-Four and Thirty-Eight Hundredths (2,274.38) square feet of property, Four Thousand Six Hundred Dollars (\$4,600.00) for Two Thousand square feet of Improved Asphalt with Curb and Irrigated Shrubs and Arbors and Three Thousand Five Hundred and Seventy Dollars (\$3,570.00) computed on a price of One Dollar and Twenty-Five Cents (\$1.25) per square foot for Two Thousand Eight Hundred Fifty-Five and Eighty-Sixth Hundredths (2,588.86) of property for a temporary easement. The Temporary Easement will expire December 31, 2015.

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.

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. 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 the Escrow Company, 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

Contract No: _____

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 Tile 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 Quit Claim 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.

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

Contract No: _____

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 except for those received from the City of Richland giving rise to this Agreement.

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 for two years.

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.

Contract No: _____

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:

Contract No: _____

TO SELLERS:

SEALIB PROPERTIES LLC
Elizabeth Tellessen
Winston & Cashett, Lawyers
601 W. Riverside Avenue
Suite 1900
Spokane, WA 99201
Phone: 509-838-6131
Fax: 509-838-1416

TO PURCHASER:

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.

Contract No: _____

9.10. Further Assurances. Purchaser 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 for two years.

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 Purchaser have executed this Agreement as of the date first written above.

CITY OF RICHLAND – PURCHASER

SEALIB PROPERTIES LLC - SELLER

By: Cynthia D. Johnson
Its: City Manager


By: Elizabeth A. Tellessen
Its: Co-Manager

ATTESTED:

Marcia Hopkins, City Clerk

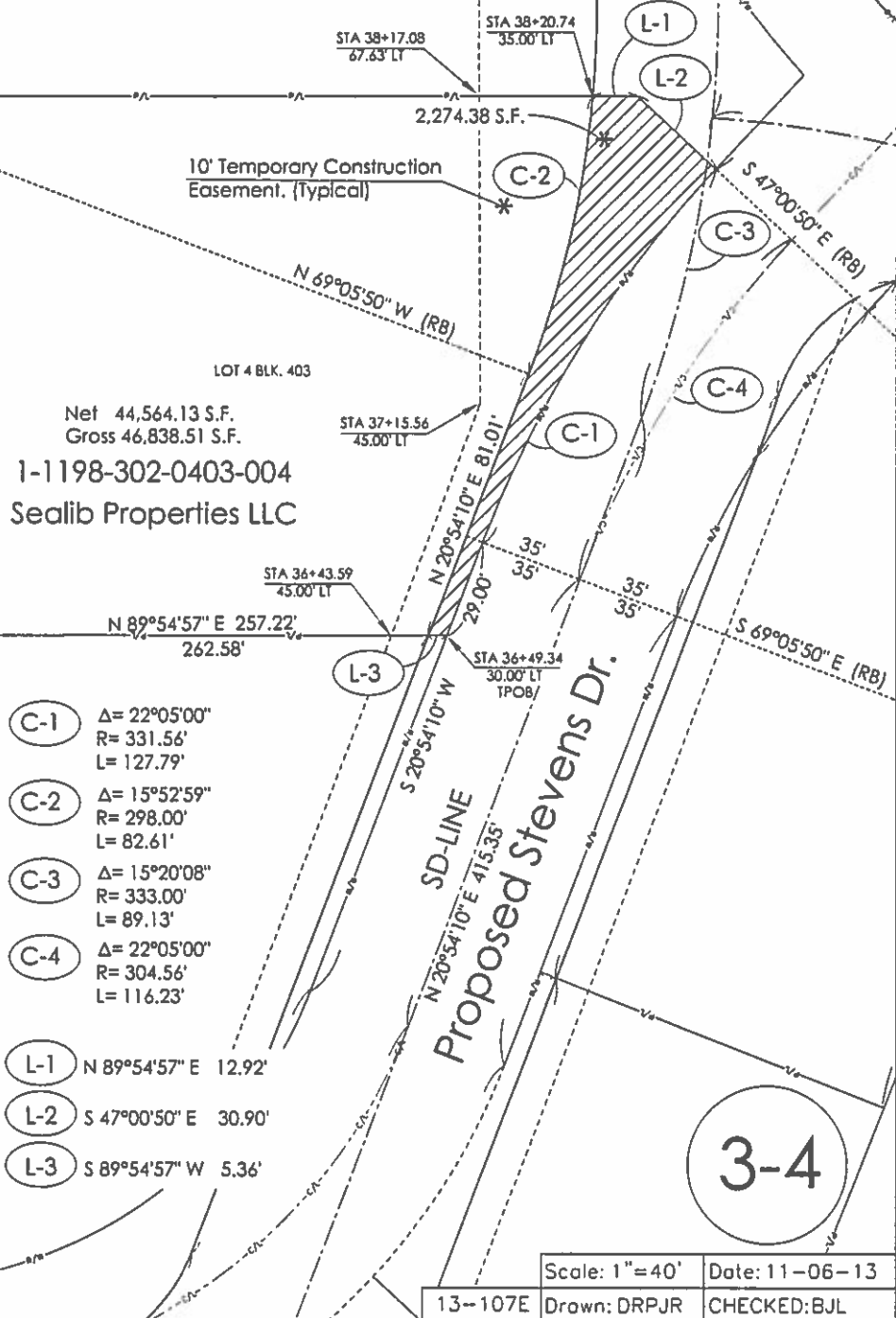
Contract No: _____

APPROVED AS TO FORM:

Heather Kintzley
City Attorney

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

EXHIBIT "A" See ROW Map C3-078 CRR



3-4

Scale: 1"=40'	Date: 11-06-13
13-107E	Drawn: DRPJR
	CHECKED: BJL

EXHIBIT B

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

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

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

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

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

EXHIBIT B

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

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.

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 **MARTIN AND JACQUELINE STOUT**, ("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:

(Exhibits 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 Seventy-Six Thousand Six Hundred Dollars (\$76,600 rounded) which includes Fifty-Five Thousand Four Hundred Fifty-Three Dollars (\$55,453) computed on a price of Four Dollars and No Cents (\$4.00) per square foot for Thirteen Thousand Eight Hundred Sixty-Three and Eighteen Hundredths (13,863.18) square feet of property, Eighteen Thousand Dollars (\$18,000) for Loss of Land Value and Three Thousand One Hundred Thirty Dollars (\$3,1300) computed on a price of Eighty Cents (\$0.80) per square foot for Three Thousand Nine Hundred Eleven and Thirty-Three Hundredths (3,911.33) square feet of property for a temporary easement. The Temporary Easement will expire December 31, 2015.

The Purchase Price shall be paid by Purchasers to Seller in the form of all cash

Contract No: _____

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. 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 Quit Claim 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.

Contract No: _____

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

Contract No: _____

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

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

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

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

10. Miscellaneous.

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

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

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

Stevens Drive ROW – Stout

TO SELLERS:

Martin & Jacqueline Stout
428 Cherry Blossom Loop
Richland, WA 99352
Phone: (509) 946-2367

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.

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


By: Cynthia D. Johnson
Its: City Manager

MARTIN STOUT - SELLER



By:
Its: Owner

JACQUELINE STOUT - SELLER



By:
Its: Owner

ATTESTED:

Stevens Drive ROW – Stout

Contract No: _____

Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

Heather Kintzley
City Attorney

Stevens Drive ROW – Stout

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

EXHIBIT "A"

See ROW Map
 C3-078 CRR

ELLIOTT ST.

E-LINE

S 88°21'00" E 414.63'

S 88°21'00" E 349.57'

STA 26+47.63
 45.00' LT

SD-LINE

Proposed
 Stevens Dr.

10' Temporary Construction
 Easement. (Typical)
 Lot 2 SP# 2502

STA 24+29.05
 45.00' LT

STA 24+26.92
 35.00' LT
 TPOB

N 00°50'56" W 70.97'

C-3

C-1

S 00°50'37" E 94.57'

STA 25+83.90
 45.00' RT

13,863.18 S.F.

STA 24+15.19
 35.00' RT

10' Temporary Construction
 Easement. (Typical)

STA 24+13.86
 45.00' RT

Lot 2 SP# 2502

Net 35,943.40 S.F.
 Gross 49,806.58 S.F.

1-1498-201-2502-002
 Martin & Jacqueline Stout

1-1498-202-0401-002
 USA

- C-1 Δ= 37°16'10"
 R= 315.00'
 L= 204.90'
- C-2 Δ= 28°42'46"
 R= 385.00'
 L= 192.94'
- C-3 Δ= 32°21'03"
 R= 350.00'
 L= 197.62'
- L-1 S 00°50'37" E 1.77'

2-3

13-116E

Scale: 1"=50'
 Drawn: DRPJRL

Date: 11-06-13
 CHECKED:BJL

EXHIBIT B

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

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

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

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

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

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

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

EXHIBIT B

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

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

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.

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 **WASHINGTON SECURITES & INVESTMENTS CORPORATION**, ("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 the sum of Two Thousand One Hundred Two Dollars (\$2,102.00) which includes One Thousand Five Hundred and Two Dollars computed on a price of seven dollars and fifty cents (\$7.50) per square foot for Two Hundred and Eighteen Hundredths (200.18) square feet of property and Six Hundred Dollars computed on a price of Three Dollars per square foot for Two Hundred square feet of asphalt improvements.

The Purchase Prices 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 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:

Washington Securities & Investment Corporation
8911 Grandridge Boulevard
Suite C

Kennewick, WA 99336

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 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

**WASHINGTON SECURITIES &
INVESTMENT CORPORATION -
SELLER**

By: Cynthia D. Johnson
Its: City Manager



By:
Its: Owner / *PRESIDENT*

ATTESTED:

Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

Heather Kintzley
City Attorney

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

EXHIBIT "A"

See ROW Map
C3-078 CRR

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

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

Net 17,676.82 S.F.
Gross 17,877.00 S.F.
1-1198-302-0402-003
Washington Securities
& Investments Corp.
LOT 8 BLK. 402

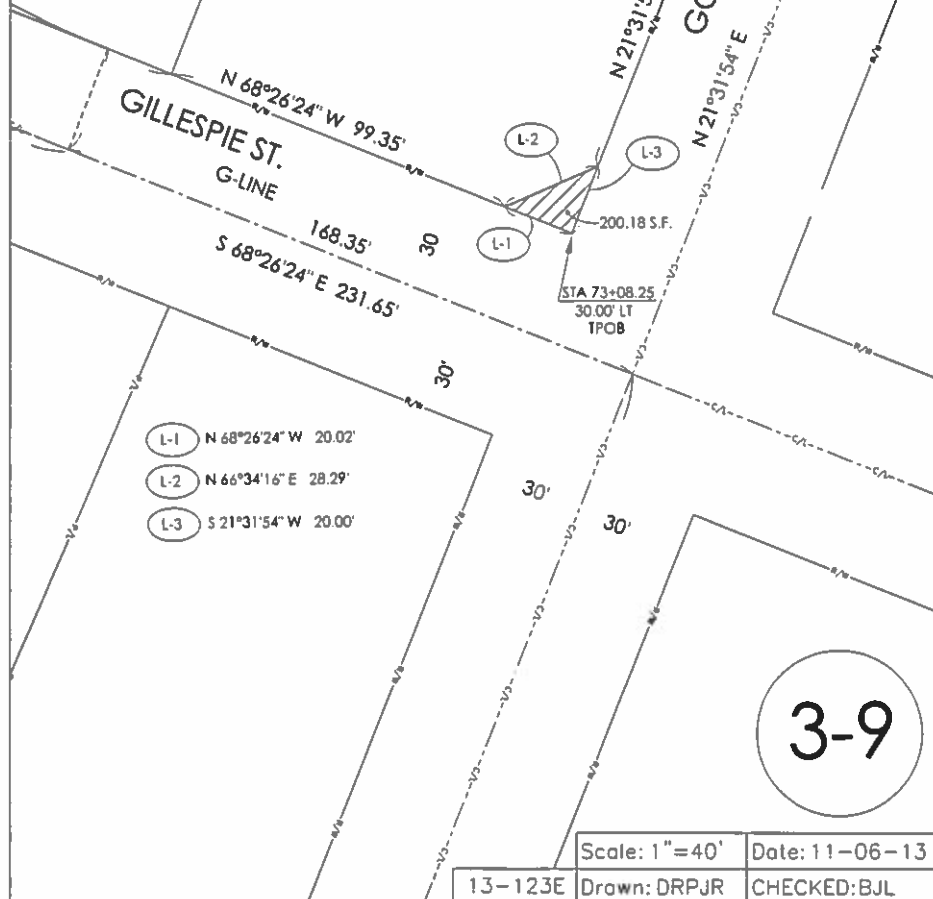


EXHIBIT B

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

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

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

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

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

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



Council Agenda Coversheet

Council Date: 06/03/2014

Category: Consent Calendar

Agenda Item: C7

Key Element: Key 3 - Economic Vitality

Subject: RESOLUTION 84-14, APPROVING THE REACQUISITION OF 20 ACRES FROM AMERICAN ROCK PRODUCT

Department: Community and Development Services

Ordinance/Resolution: 84-14

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign an agreement and take all steps necessary to rescind the April 2004 sale of a 20-acre site to American Rock Products and to rescind the 2004 Real Estate Option Agreement for the future purchase of an additional five-acre parcel by American Rock Products.

Summary:

In November of 2013, Council approved a series of five agreements intended to facilitate the construction of a privately-funded rail loop in the Horn Rapids Industrial Park. The rail loop is being constructed by Central Washington Transfer Terminal (CWTT), who is required to allow other private parties to utilize the facility. To secure the land needed for the rail loop, the City is reacquiring a 20-acre site that was sold to American Rock Products (ARP) in 2004, and extinguishing an option ARP holds on an adjacent 5-acre parcel. ARP generously agreed to re-convey the property for the exact amount they paid in 2004. With a \$200,000 payment to the City, two buy-out payments on an existing option and closing costs, ARP paid \$290,875.27. The agreement approved by Council last November requires the City to pay \$270,875.27 to ARP for reacquisition of the 20-acre property, and an additional \$20,000 to buy-out the adjacent option, totaling \$290,875.27.

ARP believes that because they were returning the property to the original owners for the exact amount they paid for it in 2004, the transaction is exempt from excise tax. Under Washington tax code, this is considered a rescission of sale. However, as the final closing documents were being prepared, it was noted that some of the language in our standard Purchase and Sale Agreement may confuse the intent of the parties that this transaction be processed as a rescission. Cascade Title has discussed this matter with the Department of Revenue, and all parties agree this transaction does meet the definition of a "rescission" exempt from excise tax. Since ARP's agreement to return this property to the City was based on the premise that they would be made whole for all expenditures, it is in our mutual interest to address this tax issue. Staff is therefore recommending approval of the attached agreement which clarifies the intent of the parties that this transaction should be processed as a rescission.

Fiscal Impact?

☒ Yes ☐ No

Funds from a related land sale to CWTT have been placed in escrow and will be used to fully fund the City's commitments to ARP.

Attachments:

- 1) RES 84-14 Rescission of Purchase
- 2) Rescission Agreement and Exhibits

City Manager Approved:

Hopkins, Marcia
May 30, 12:00:32 GMT-0700 2014

RESOLUTION NO. 84-14

A RESOLUTION of the City of Richland approving the rescission of an Agreement for the Purchase and Sale of Real Property and the rescission of a Real Estate Option Agreement entered into between the City of Richland and American Rock Products.

WHEREAS, American Rock Products and the City of Richland entered into an Agreement for the Purchase and Sale of Real Property on April 19, 2004 for the purchase of a 20-acre parcel in the Horn Rapids Industrial Park for \$200,000 plus closing costs; and

WHEREAS, simultaneous to the execution of the above-referenced Agreement for the Purchase and Sale of Real Property, American Rock Products and the City of Richland also executed a Real Estate Option Agreement granting American Rock Products an option to purchase another 5-acre parcel adjacent to the purchased 20-acre parcel; and

WHEREAS, in November 2013, Council approved a series of five agreements intended to facilitate the construction of a privately-funded rail loop in the Horn Rapids Industrial Park; and

WHEREAS, the 20-acre parcel currently owned by American Rock Products, along with the optioned 5-acre parcel, are critical to the development of the privately-funded rail loop, and must be reacquired by the City of Richland; and

WHEREAS, American Rock Products has consented to the City of Richland's request to rescind the 2004 Agreement for the Purchase and Sale of Real Property, and the 2004 Real Estate Option Agreement, so that the City of Richland may reacquire legal title and clear all encumbering options on the necessary land; and

WHEREAS, to effectively rescind the 2004 land transactions, the City of Richland is prepared to return to American Rock Products all consideration paid by American Rock Products in 2004 to acquire title and the option on the above-referenced parcels;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute the necessary agreement(s) and take whatever further steps may be required to effectively rescind the 2004 Agreement for the Purchase and Sale of Real Property and the 2004 Real Estate Option Agreement between the City of Richland and American Rock Products.

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 3rd day of June, 2014.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

**RESCISSION OF 2004 AGREEMENT FOR PURCHASE & SALE OF REAL PROPERTY
AND
RESCISSION OF 2004 REAL ESTATE OPTION AGREEMENT

AMERICAN ROCK PRODUCTS**

This Rescission of Agreement for Purchase and Sale of Real Property and Rescission of Option Agreement ("Rescission Agreement") is made and entered into this ____ day of June, 2014, between **AMERICAN ROCK PRODUCTS**, a Washington Corporation (hereinafter referred to as "ARP"), and the **CITY OF RICHLAND**, a Washington municipal corporation (hereinafter referred to as "City").

RECITALS:

On or about April 26, 2004, the City as Seller and ARP as Purchaser entered into a Purchase and Sale Agreement relating to real property legally described in **Exhibit A** hereto. ARP became the owner of record of the purchased property on or about April 30, 2004. Simultaneous with the execution of the Purchase and Sale Agreement, the City as Seller and ARP as Purchaser entered into a Real Estate Option Agreement governing a second parcel of real property legally described in **Exhibit B** hereto ("Option Property").

To facilitate the development of the Horn Rapids Rail Loop, the City desires to reacquire the purchased property from ARP and cancel ARP's Option on the Option Property. ARP is willing to consent to rescission of the 2004 Agreement for Purchase and Sale of Real Property, and to reconvey the purchased property to the City upon return of all consideration paid in 2004. ARP further agrees to rescission of the 2004 Option Agreement related to the Option Property upon remittance of full consideration paid. These transactions shall be governed by the terms and conditions set forth herein.

1. Property and Reconveyance of Property. ARP and the City mutually agree that the Agreement for Purchase and Sale of Real Property entered into on April 19, 2004 is rescinded, and that all rights transferred pursuant to the 2004 Agreement for Purchase and Sale of Real Property shall revert to the City of Richland upon payment of the exact purchase price paid on April 26, 2004. This reconveyance concerns property legally described in **Exhibit A** hereto, situated in the City of Richland, Benton County, Washington, together with all improvements thereon (if any) and all mineral and resource rights, including ground water rights, held by ARP ("Reconveyed Property").

1.1 Rescission of Option Agreement. As more fully described in Section 2 below, ARP and the City mutually agree that the Real Estate Option Agreement executed on April 19, 2004 concerning real property legally described in **Exhibit B** hereto is rescinded ("Option Property").

1.2 Release of Third-Party Option. ARP acknowledges that, by separate agreement executed in 2004, it obtained a full release of Richland Sand & Gravel's

complete interest in the Property that is the subject of this Agreement. Upon City's return to ARP of all consideration paid under the 2004 Agreement for Purchase and Sale of Real Property and 2004 Real Estate Option Agreement, City shall assume the benefit of Richland Sand & Gravel's full release as purchased by ARP in 2004.

1.3. 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.

1.4. Laws and Rights. It is understood that the reconveyance 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.

1.5. Timing of Reconveyance. The Reconveyed Property described in Section 1 shall be conveyed to City by a Statutory Warranty Deed ("Deed") subject to the permitted exceptions and at the time of payment, which shall be rendered to ARP at the time of closing. The Deed shall be delivered to City at closing.

2. Rescission of Option Agreement. ARP acknowledges that this Rescission Agreement includes rescission of the 2004 Real Estate Option Agreement governing the Option Property described in **Exhibit B** hereto, situated in the City of Richland, Benton County, Washington. At closing, ARP relinquishes all option rights granted pursuant to the 2004 Real Estate Option Agreement on the terms hereafter stated. Rescission of the 2004 Option Agreement and relinquishment of ARP's rights contained therein shall be evidenced and effectuated by the execution and recording of the Termination of Purchase Option attached hereto as **Exhibit C**.

3. Contract Consideration; Repayment of Consideration. The consideration in support of this Rescission Agreement, including release of the Option governing the Option Property, is as follows:

- a. **Repayment of 2004 Consideration.** City shall repay to ARP the Purchase Price of two hundred thousand dollars and 00/100 cents (\$200,000) for the Reconveyed Property legally described in **Exhibit A**.
- b. **Repayment of Option Agreement Consideration.** City shall repay to ARP ninety thousand eight hundred seventy-five dollars and 27/100 cents (\$90,875.27) upon rescission of the 2004 Real Estate Option Agreement to fully extinguish any option interest ARP has in the Option Property legally described in **Exhibit B**. This sum reflects the entire consideration and closing costs paid by ARP to acquire release of Richland Sand & Gravel's Option interest in the property, from which the City now benefits.
 - i. The consideration described above shall be collectively referred to hereafter as the cash consideration. The total cash consideration shall be deposited by City into an escrow account with Cascade Title Company, and shall be paid to ARP at closing subject to all

adjustments and proration as may be provided for elsewhere herein.

- c. Non-Cash Consideration. In addition to the cash consideration to be paid to ARP, City hereby agrees to enter into a Mineral Extraction License Agreement in the form attached hereto as **Exhibit D**. The purpose of the License Agreement is to allow ARP, as part of the consideration for the property reconveyance and release of option provided herein by ARP, to conduct at ARP's sole expense (but at no further charge from the City), removal and processing of sand and gravel and related activities on the property described in **Exhibits A and B** hereto, and on such other real property as described in the License Agreement. As further non-cash consideration in support of this Rescission Agreement, the City agrees that when it installs utilities along Logston Boulevard, it will install a fire hydrant along the northern boundary of the approximately six (6) acre parcel previously purchased from the City by Eucon Corporation/American Rock Products.

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

4.1. Title Review. City has obtained a title report for the Reconveyed Property and the Option Property. City expressly agrees that all exceptions, defects and encumbrances that were of record when City originally sold the Reconveyed Property to ARP and granted an option in the Option Property to ARP are hereby accepted by City in connection with this transaction.

4.1.1. New Exceptions. To the extent there are exceptions, defects and encumbrances of record that have arisen since the original closing, City will notify ARP in writing within ten (10) business days from the execution of this Agreement of any such new exceptions, defects and encumbrances to which City objects ("title objections"). ARP shall then have ten (10) business days from receipt of City's notice of title objections to give City written notice either that: 1) ARP shall, before closing, remove all identified title objections at no cost to City, and in each such case ARP shall promptly provide City with evidence satisfactory to City of ARP's ability to so remove such title objections; or 2) ARP elects in its sole discretion not to cause one or more of such title objections to be removed. ARP's determination not to cause one or more title objections to be removed shall not constitute default, but shall entitle City to terminate this Agreement with no penalty by giving ARP notice thereof within ten (10) business days of receiving ARP's notice of non-removal. If City fails to deliver timely written notice of termination, then City shall be deemed to have waived its title objections.

4.1.2. Monetary Encumbrances. Notwithstanding anything in this Agreement to the contrary, ARP shall remove all monetary encumbrances and monetary defects that have not been prorated at or before closing. The terms "monetary encumbrances" or "monetary defects" as used herein mean encumbrances or defects to title that by their terms require

the payment of money, whether in installments or at a fixed time or otherwise, including, but not limited to, mortgages, deeds of trust, mechanics' or materialmen's liens, but shall not include liens associated with public improvement districts and special assessments. If monetary encumbrances or monetary defects exist as to either the Reconveyed Property or the Option Property that are not cured or waived in a timely manner, this Agreement shall terminate with no penalty.

4.1.3. Other Due Diligence. City has conducted a full review of legal, title, environmental, archaeological and any other related issues and subject to the terms, conditions and representations herein, has completed its due diligence on both the Reconveyed Property and the Option Property with the current available information. ARP shall provide to City copies of all documentation and reports that it has in its possession (other than those documents and reports previously provided to ARP by City) relating to both the Reconveyed Property and the Option Property, including, for example, soil tests, environmental reports and similar reports. City reserves the right to terminate this Agreement with no penalty if, within fifteen (15) business days of receipt of additional reports and documentation from ARP, the City determines that the review of the reports is, in its sole opinion, unsatisfactory. In the event of termination by City under this section, this Agreement shall immediately terminate and be without further force and effect, and without further obligation of either party to the other.

4.2. Council Approval. The closing of this transaction is contingent upon approval 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 with no penalty and be without further force and effect, and without further obligation of either party to the other.

4.3. Third Party Option Rights. Pursuant to this Agreement, City is rescinding ARP's Option interest on the Option Property, legally described herein in **Exhibit B**, as previously acquired pursuant to a 2004 Real Estate Option Agreement between the City of Richland and American Rock Products. ARP makes no warranties or representations of any nature as to the existence (or lack thereof) of any other interests or encumbrances effecting the Option Property. The City agrees to indemnify and defend ARP and Eucon and hold them harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims made by any other individual or entity asserting an interest in the Option Property; provided, however, that this indemnification shall not apply if the individual or entity claiming an interest in the Option Property asserts that said interest was acquired via assignment or transfer by ARP or Eucon.

4.4. Proposed Loop Project. The City of Richland has the option to terminate this Agreement with no penalty in the event the Purchase and Sale Agreement with Central Washington Transfer Terminal for purchase of 25 acres terminates or does not reach closing for any reason.

4.5. Execution of License Agreement. Concurrent with closing on this Rescission Agreement, the parties shall execute a License Agreement authorizing ARP's ongoing gravel and sand removal on the subject properties as described in said License Agreement attached as **Exhibit D**. In the event this Rescission Agreement with ARP terminates or does not reach closing, neither party has any further obligation to enter said License Agreement.

5. Closing. On or before the date of closing, as described below, City shall deliver to the escrow company, Cascade Title Company, the total cash consideration in the form of a certified or cashier's check. ARP shall deliver the statutory warranty deed, as approved by City, to Cascade Title Company for placing in escrow. ARP shall also deliver the executed Termination of Purchase Option to Cascade Title Company, and the parties shall have executed the License Agreement and delivered a copy thereof to Cascade Title Company. 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 cash consideration, insuring fee simple title to the Reconveyed Property in City, Cascade Title Company shall record and deliver to City the deed; and issue and deliver to City the standard owner's policy of title insurance. Cascade Title Company shall also record the Termination of Purchase Option and Memorandum of License Agreement in the form attached hereto as **Exhibit E**.

5.1. Closing Costs. Each party shall pay its own attorney's fees. ARP shall pay all transfer taxes, recording costs, and escrow closing costs, if applicable. City will pay the full premium for a standard owner's policy of title insurance. Real property taxes (excluding assessments) for the then-current tax year relating to the Reconveyed Property shall be prorated. All unpaid assessments, if any, existing as of the closing date shall be prorated between City and ARP as of the closing date. Any other closing costs not specifically addressed in this Agreement shall be apportioned according to the customary practices for commercial real estate transactions.

5.2. Closing Date. Closing on this Rescission Agreement is contingent upon the City's successful closing of the Purchase and Sale Agreement with Central Washington Transfer Terminal. The closing of this transaction, and delivery of all items, shall occur at Cascade Title Company. In any event, this Agreement shall terminate and be of no further effect if closing does not occur on or before June 20, 2014. This date may be extended by mutual agreement of the parties.

6. Covenants, Representations and Warranties.

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

6.1.1. From the date of this Agreement through the closing date, ARP shall not make any material alterations to the Reconveyed Property, or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Reconveyed Property or the Option Property, nor enter into any leases or agreements pertaining to the Reconveyed Property or the Option Property without City's prior written consent.

6.1.2. From the date of this Agreement through the closing date, ARP shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, easement or the like against the title to the Reconveyed Property or against the Option Property without City's prior consent.

6.1.3. From the date of this Agreement through the closing date, ARP will operate and maintain the Reconveyed Property in a manner consistent with ARP's past practices relative to the Property and so as not to cause waste to the Reconveyed Property.

6.2. ARP's Representations and Warranties. ARP hereby makes the following representations and warranties to City, each of which shall be true on the date hereof, throughout the contract period, and on the date of closing. ARP shall immediately provide City with written notice of any event which would make any representation or warranty set forth below incorrect or untrue. In addition to any other remedies available at law or in equity, City may elect to terminate this Agreement without penalty upon notice from ARP prior to closing that one or more of the representations or warranties contained herein are incorrect or untrue.

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

6.2.2. ARP is a Washington corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington. ARP holds title to the Reconveyed Property in fee subject to any encumbrances of record, and is legally authorized to transfer ownership of said property.

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

6.2.4. ARP 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 Reconveyed Property or the Option Property.

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

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

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

6.2.8. ARP represents and warrants that, to the best of its knowledge and belief, there are no hazardous substances in, on, or under the Reconveyed Property that are in quantities or in concentrations that violate any applicable state, federal or local laws. For purposes of this representation, "Hazardous Substances" means any substance, material or waste that is designated or regulated as "toxic," "hazardous," "pollutant," or "contaminant" or a similar designation or regulation under any federal, state or local law (whether under common law, statute, regulation or otherwise) or judicial or administrative interpretation of such, including, without limitation petroleum or natural gas.

6.2.9. ARP represents and warrants that, to the best of its knowledge and belief, the Reconveyed Property is not an archeologically significant site.

6.3. City's Representations and Warranties. City hereby represents and warrants to ARP as follows:

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

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

6.3.3. City represents that it has sufficient funds to close this transaction.

6.4. Survival of Covenants. The covenants, representations, and warranties of the ARP and the City contained in Section 6 of this Agreement shall survive both the delivery and recording of the deed from the ARP to the City, and the termination of the Option.

7. Casualty and Condemnation.

7.1. Material Casualty or Condemnation. If, prior to the closing date: (i) the Reconveyed Property shall individually 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 either the Reconveyed Property has occurred, or is threatened, which would materially affect the value of the property, either City or ARP 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 (2) day period, the closing shall take place as provided herein with a credit against the total cash consideration in an amount equal to any insurance proceeds or condemnation awards actually collected by ARP. At closing, ARP shall assign to City all of ARP's interest in any insurance proceeds or condemnation awards which may be due but unpaid to ARP on account of such occurrence.

7.2. Immaterial Casualty or Condemnation. If, prior to the closing date, the Reconveyed 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 City nor ARP shall have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the total cash consideration equal to the cost to repair that portion of the Reconveyed Property so damaged by insured casualty, or an amount equal to the anticipated condemnation award, as applicable. At closing, City shall assign to ARP all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

8. City's Remedies. In the event of material breach of this Agreement by ARP, City 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.

9. ARP's Remedies. In the event of material breach of this Agreement by City, ARP 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.

10. Miscellaneous.

10.1. Finder's Fee. City and ARP each agree that a real estate finder's fee is not due to each other or any other individual or entity. 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 a Finder's Fee made as a result of the indemnifying party's conduct. The provisions of this section shall survive the closing.

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

10.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by

certified, registered or express United States mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

TO SELLER:

American Rock Products
Attn: Michael D. McKinney
4418 E. 8th Avenue
Spokane Valley, WA 99212
Phone: (509) 533-1683
Fax: (509) 533-1644

TO PURCHASER:

City of Richland
Attn: Economic Development Manager
975 George Washington Way
PO Box 190, MS 18
Richland, WA 99352
Phone: (509) 942-7583
FAX: (509) 942-5666

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

10.4. 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.

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

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

10.7. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and all related documents, 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 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.

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

10.9. Cooperation and Further Assurances. Each party shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold responses to requests for information provided for in this Agreement. The parties agree to take further action and execute further documents, both jointly or within their respective power and authority, as may be reasonably necessary to implement the intent of this Agreement. Provided, however, that nothing in this section affects a party's right to make any decision that is determined to be within that party's sole discretion.

10.10. Full Performance and Survival. The delivery of the deed and any other documents and instruments by ARP and the acceptance and recordation thereof by City shall effect a merger and be deemed the full performance and discharge of the obligations on the part of City and ARP 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.

10.11. 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.

10.12. Scrivener. The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of ARP under this Agreement. ARP is encouraged to review the completed contract and all relevant documents with counsel before signing this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

CITY OF RICHLAND - PURCHASER

**AMERICAN ROCK PRODUCTS-
SELLER/OPTION RELEASOR**

Cynthia D. Johnson, ICMA-CM
Richland City Manager

By: _____
Its: _____

ATTESTED:

Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

STATE OF WASHINGTON)
) ss.
County of Benton)

On this _____ day of _____, 2014, before me personally appeared CYNTHIA D. JOHNSON, known to be the CITY MANAGER and/or representative for CITY OF RICHLAND, and the person who executed the within and foregoing Rescission Agreement and acknowledged that the said instrument is to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

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

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

STATE OF WASHINGTON)
) ss.
County of _____)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing Rescission Agreement, and acknowledged that he or she signed the same as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 2014.

Print Name:

NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My commission expires: _____

Exhibit A - Legal Description for Reconveyed Property

Parcel A:

Portion of West half of Section 22, Township 10 North, Range 28 East, W.M., records of Benton County, Washington, described as follows:

Beginning at the South one-quarter corner of said Section 22, thence North 0°5'15" East, along the North-South centerline of said Section 22, a distance of 917.34 feet to the True Point of Beginning.

Thence, continuing along said North-South centerline, North 0°25'15" East, 1,944.65 feet; thence North 89°36'5" West, 448.00 feet; thence South 0°25'15" West, parallel to said centerline, 1,944.65 feet, thence South 89°35'05" East, 448.00 feet to the True Point of Beginning.

Tax Parcel No.: 1-2208-200-0012-001

Parcel B:

Portion of West half of Section 22, Township 10 North, Range 28 East, and of Northwest quarter of Section 27, Township 10 North, Range 28 East, W.M., records of Benton County, Washington, described as follows:

Beginning at the South one-quarter corner of said Section 22, thence North 0°5'15" East, along the North-South centerline of said Section 22, a distance of 917.34 feet; thence North 89°35'05" West, 448.00 feet; thence South 0°5'15" West, parallel to said centerline, 910.99 feet; thence South 2°02'03" West, parallel to the North—South centerline of Section 27, Township 10 North, Range 28 East, W.M., 1,033.67 feet; thence South 89°35'05" East 448.17 feet to a point on the said North-South centerline of said Section 27; thence North 2°02'03" East along said centerline, 1,027.31 feet to the Point of Beginning.

Tax Parcel No.: 1-2708-200-0001-008

Together with and subject to easements, covenants, reservations, right-of-ways and restrictions of record or in view.

HORN RAPIDS RAIL LOOP

PSA AND CANCELLATION OPTION

EXHIBIT A

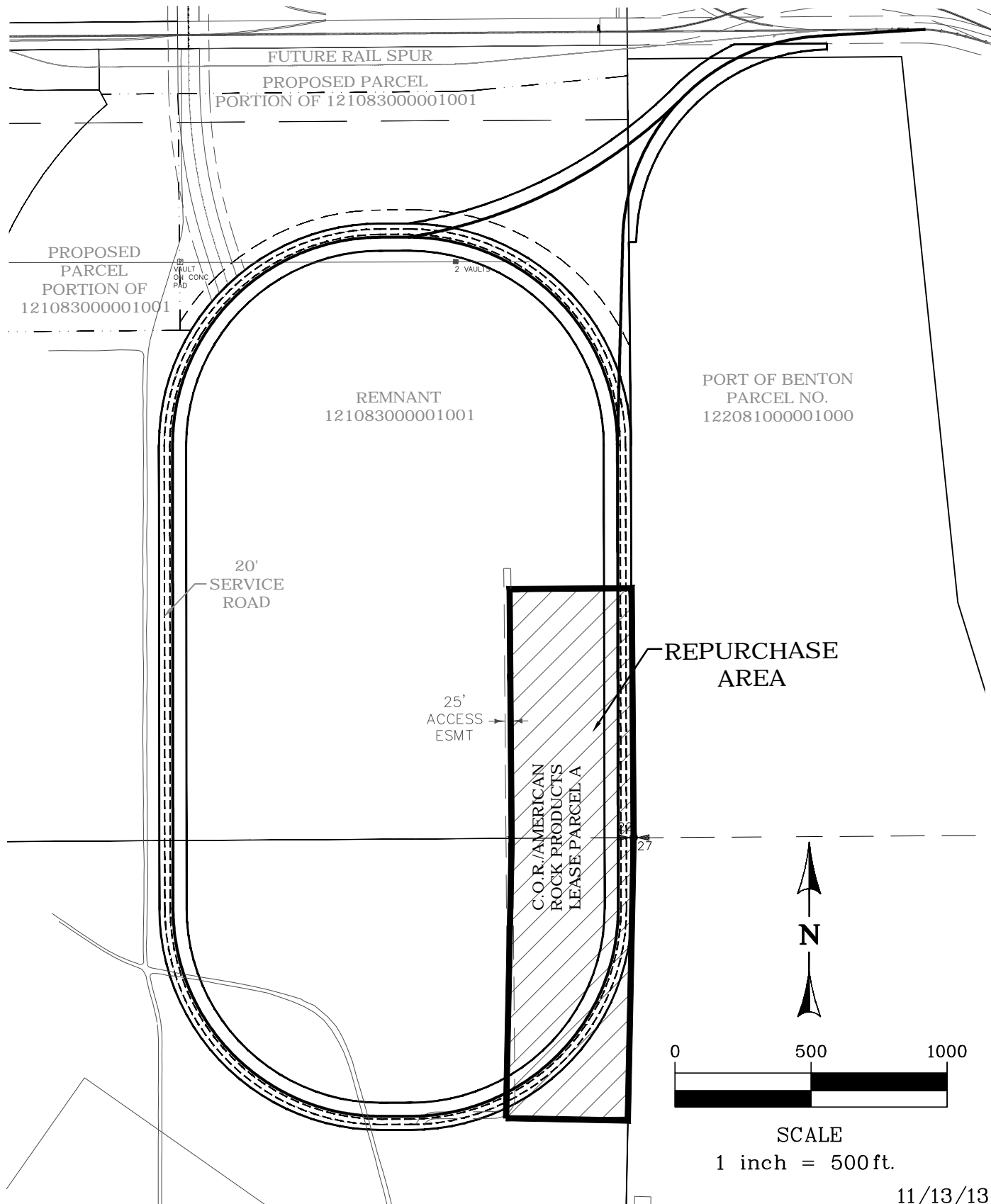


Exhibit B - Legal Description for Option Property

Portion of West half of Section 22, Township 10 North, Range 28 East, W.M., records of Benton County, Washington, described as follows:

Beginning at the South one-quarter corner of said Section 22, thence North $0^{\circ}5'15''$ East, along the North-South centerline of said Section 22, a distance of 917.34 feet to the True Point of Beginning;

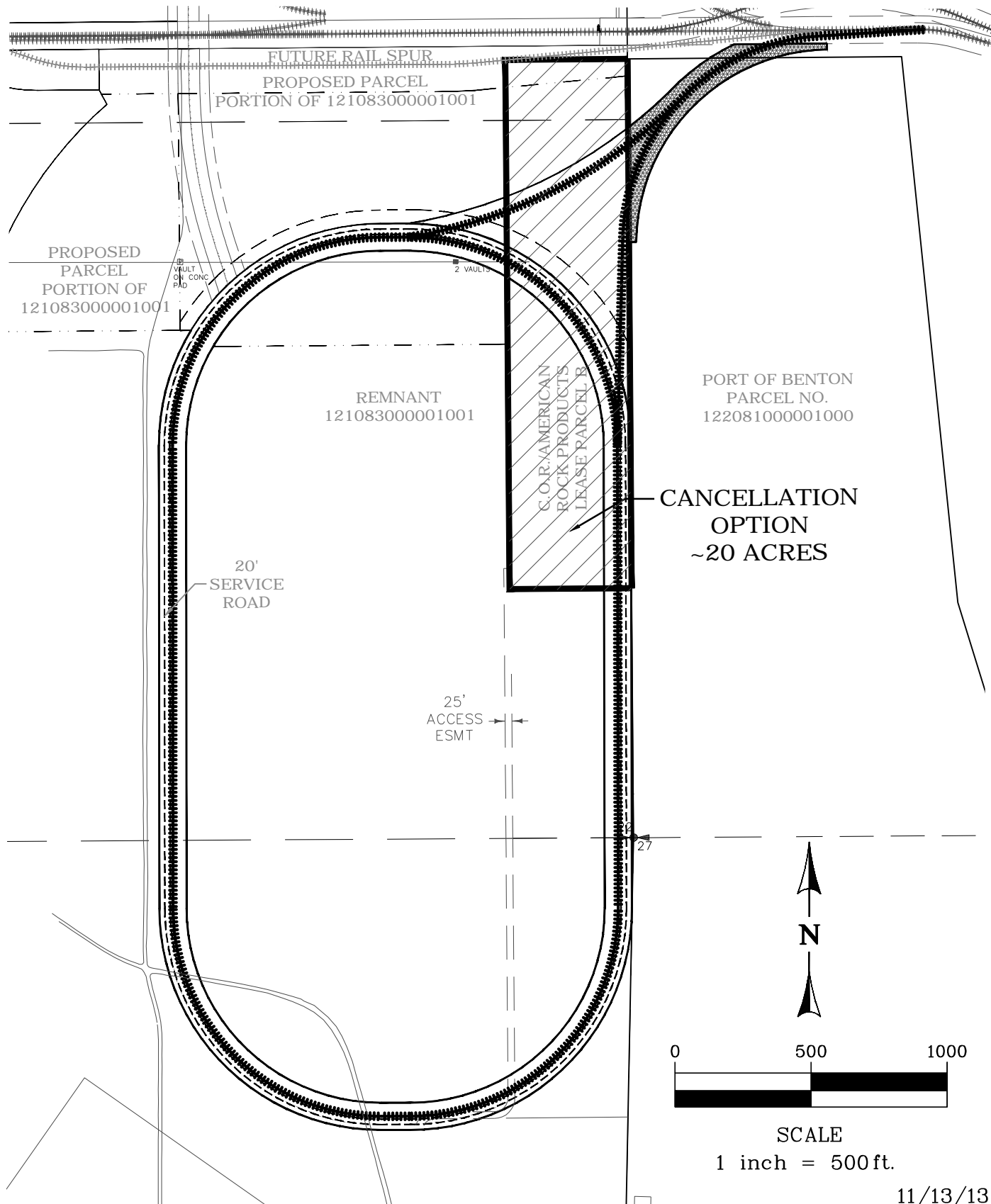
Thence continuing along said North-South centerline, North $0^{\circ}5'15''$, East, 1,944.65 feet; thence North $89^{\circ}35'5''$ West, 448.00 feet; thence South $0^{\circ}25'15''$ West, parallel to said centerline, 1,944.65 feet; thence South $89^{\circ}35'05''$ East, 448.00 feet to the True Point of Beginning.

Together with and subject to easements, covenants, reservations, right-of-ways and restrictions of record or in view.

HORN RAPIDS RAIL LOOP

PSA AND OPTION CANCELLATION

EXHIBIT B



***After recording please return to:
Heather Kintzley, City Attorney
City of Richland
P.O. Box 190 MS 07
Richland, WA 99352***

TERMINATION OF PURCHASE OPTION

This Termination of Purchase Option ("Termination") is dated as of _____, 2014 by and between the **City of Richland**, a Washington municipal corporation (hereinafter referred to as "City"), and **American Rock Products**, a Washington corporation (hereinafter referred to as "ARP").

I. Recitals

WHEREAS, City and ARP entered into a Real Estate Option Agreement on April 19, 2004 relating to certain real property located in the City of Richland, County of Benton, State of Washington (the "Property") legally described as:

Portion of West half of Section 22, Township 10 North, Range 28 East of the Willamette Meridian, records of Benton County, Washington, described as follows:

Beginning at the South one-quarter corner of said Section 22, thence North 0°5'15" East, along the North-South centerline of said Section 22, a distance of 917.34 feet to the True Point of Beginning.

Thence, continuing along said North-South centerline, North 0°5'15" East, 1,944.65 feet; thence North 89°35'5" West, 448.00 feet; thence South 0°25'15" West, parallel to said centerline, 1,944.65 feet; thence South 89°35'05" East, 448.00 feet to the True Point of Beginning.

CONTAINS 20.0 ACRES MORE OR LESS; and

WHEREAS, City and ARP caused to be recorded under Auditor File No. 2004-014978 in the Official Records of Benton County, Washington a Memorandum of Real Estate Option Agreement in order to put interested parties on notice of the Purchase Option; and

WHEREAS, the Purchase Option has been terminated and is no longer of any force or effect; and

WHEREAS, City and ARP now desire to cause this Termination to be recorded in the Official Records of Benton County, Washington in order to put interested parties on notice that the Purchase Option has been terminated.

II. Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and ARP hereby (a) terminate the Purchase Option, (b) agree that the Purchase Option has terminated, and (c) agree that the Purchase Option is void and of no force or effect.

IN WITNESS WHEREOF, City and ARP have executed this Termination as of the date first written above.

CITY OF RICHLAND

AMERICAN ROCK PRODUCTS

By: Cynthia D. Johnson
Its: City Manager

By: _____
Its: _____

ATTESTED:

Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

STATE OF WASHINGTON)
) ss.
County of Benton)

On this _____ day of _____, 2014, before me personally appeared CYNTHIA D. JOHNSON, known to be the CITY MANAGER and/or representative for CITY OF RICHLAND, and the person who executed the within and foregoing Termination of Purchase Option and acknowledged that the said instrument is to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

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

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

STATE OF WASHINGTON)
) ss.
County of _____)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing Termination of Purchase Option, and acknowledged that he or she signed the same as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 2014.

Print Name:

NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My commission expires: _____

LICENSE AGREEMENT FOR MINING AND REMOVAL OF AGGREGATE

This License Agreement for mining and removal of aggregate ("License Agreement") is entered into this 28th day of January, 2014, by and between the **CITY OF RICHLAND**, a municipal corporation of the State of Washington (hereinafter referred to as "City"), and **AMERICAN ROCK PRODUCTS, INC.**, a Washington corporation, (hereinafter referred to as "ARP").

I. RECITALS

WHEREAS, simultaneous to the execution of this License Agreement, the Parties have entered into a "Agreement for Purchase and Sale of Real Property and Cancellation of Option" ("Purchase and Option Cancellation Agreement") whereby City has agreed to reacquire from ARP the parcel of real property it sold to ARP in 2004, described in Exhibit A, herein; and

WHEREAS, in addition to the sale to City of the real property identified in Exhibit A, ARP has also agreed to cancellation of an option that was previously granted to it by City to purchase real property described in Exhibit B herein; and

WHEREAS, the non-cash consideration for the transaction described in the Purchase and Option Cancellation Agreement included the granting by City to ARP of the right to mine and remove aggregate from parcels A and B as identified on Exhibits A and B, and from that portion of an adjacent parcel identified as the Railroad Loop site and depicted on the map attached hereto as Exhibit C. Collectively, the two parcels identified in Exhibits A and B, and the Railroad Loop portion of Exhibit C herein shall be referred to as the License Location; and

WHEREAS, this Agreement is necessary to grant permission to ARP to mine, process, remove and store aggregate materials from the License Location to fulfill City's non-cash consideration obligation supporting the Agreement for Purchase and Option Cancellation Agreement executed in connection herewith.

NOW THEREFORE, in consideration of the agreements and covenants contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and ARP agree as follows:

II. AGREEMENT

1. Terms of License. While this License Agreement is in effect:

- a) ARP shall have the exclusive right to mine, produce, store and remove aggregate materials from the License Location. ARP shall mine no closer than 5 (five) feet above groundwater level as shown on Exhibit B.
- b) ARP shall not use the License Location for any other purpose without the written

consent of the City.

- c) City shall have the right to construct a railroad spur and loop across the License Location in the approximate area depicted on Exhibit C.
 - d) The City shall not use the License Location, nor grant any other party the right to use the License Location, for any other purpose without the express written consent of ARP.
 - e) ARP and the City shall coordinate the timing of construction of the railroad spur and loop, and the timing and location of ARP's mining, storage and production activities so as to maximize the mining resource located on the License Location, the economic recovery of the resource by ARP, and to facilitate the most efficient and cost effective construction possible of the railroad spur and loop.
 - f) In the event City does not construct the railroad spur and loop at the License Location, ARP shall still have the exclusive right to mine, produce, store and remove aggregate materials from the License Location in accordance with the terms of this Agreement, and City will not develop or engage in the construction of any building or improvement on the License Location (other than the railroad spur and loop) without the express written consent of ARP.
2. Duration of License. This License Agreement shall be in effect from the date of closing of the purchase and sale and cancellation of option transactions contemplated by the Purchase and Option Cancellation Agreement, and shall continue in effect for a period of five (5) years, or until ARP gives notice to the City of its intent to cease mining operations and thereafter completes its reclamation obligations, whichever occurs first.
- a) City shall give ARP written notice when construction on the proposed rail loop is imminent. Once construction of the rail loop commences, ARP has an option for up to two (2) years to extract the aggregate from within the rail loop. Further, once construction of the rail loop commences, ARP cannot store material within the rail loop area, and shall be required to reclaim the ground after gravel removal in order to level the ground for use.
 - b) Once the rail loop is constructed and is operational, ARP shall schedule any resource recovery operations that need to take place inside the loop area during the months of December through April. If, after loop operations have begun, ARP has a need to conduct resource recovery operations outside of this anticipated resource removal season (December - April), ARP shall coordinate and schedule such use and access with the City and the rail loop operator(s) in such a manner so as to minimize any potential disruption of the rail loop and ARP's operations.

3. Reclamation Plan. ARP has previously permitted and filed a Reclamation Plan covering the real property described in Exhibits A and B. The Reclamation Plan delineates the condition in which the parcels described in Exhibits A and B shall be left by ARP after removal of the aggregate. The City, at its election, may excavate the Railroad Loop property depicted on Exhibit C. If the City chooses to do so, ARP shall be entitled to remove the aggregate produced by the City's excavation from the Railroad Loop area, and any reclamation of the Railroad Loop area shall be the responsibility of the City. In the event ARP excavates the Railroad Loop area, the City shall identify the precise boundaries for excavation and notify ARP by written notice. ARP shall be responsible for actual excavation, and for returning the property to the condition required by any reclamation plan agreed to between the City and ARP, and/or required by any local or state agencies. The City shall be responsible for any permitting obligations related to its use of the License Location. ARP will provide the City a copy of the Reclamation Plan already provided to Washington Department of Natural Resources.
- a) Based upon the City's development plans for the License Location, the City may direct ARP to deposit topsoil in certain areas, and to deposit other types of fill materials in other areas. ARP shall cooperate with the City in the manner of the restoration of the overburden and fill to the extent the City's directions are consistent with the Reclamation Plan previously developed for Parcels A and B, and any future reclamation plan developed for the Railroad Loop area, and provided that such directions do not materially increase the cost to ARP to restore and reclaim the License Location.
- b) To the extent reasonably practicable, any topsoil or overburden which is removed shall be stored on-site or in the most operationally-practical location as determined by ARP.
4. Aggregate Storage. ARP may also use the License Location for storage of aggregate removed from the License Location so long as such use does not interfere with the City's use of the Property. The term "aggregate" shall include all rock, sand or other materials mined from the License Location for use, storage, removal or resale by ARP. This term shall not include any top soil or overburden which is removed, but remains on the Property for eventual reuse for reclamation of the Property.
5. Access to License Location. At all times during the term of this Agreement, ARP shall have adequate access to the License Location to allow ARP to conduct the activities contemplated by this Agreement in an economical and efficient manner. This shall include access over any railroad spur that may ultimately be constructed on the License Location.
6. Inspections. The City shall have the right enter the License Location at any time to inspect the License Location to ensure that ARP is performing in accordance with the provisions of this Agreement. The City shall notify ARP of its intent to inspect,

and shall conduct any such inspections at reasonable times so as not to disrupt ARP's operations.

7. Maintenance of the License Location. ARP shall at all times maintain the areas it is actively using within the License Location, including storage areas, free from waste and debris related to its operations and use of the property. ARP shall have no duty to maintain areas used by the City or other invitees of the City.
8. Indemnification/Hold Harmless.

- a) Indemnification/Hold Harmless of City by ARP: ARP shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Licensee's, or its contractor's or subcontractor's, use of the Premises, or from any activity, work or thing done, permitted, or suffered by the Licensee in or about the Premises, to the extent such injury or damage shall have been caused by the negligence or intentional conduct of Licensee or any of its employees or agents.

It is further specifically and expressly understood that the indemnification provided herein constitutes ARP's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification and does not include or extend to any claim by ARP's employees directly against ARP. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- b) Indemnification/Hold Harmless of ARP by City. The City shall defend, indemnify and hold harmless ARP, its officers, directors, employees and agents from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the City's, or its contractor's or subcontractor's, use of the Premises, or from any activity, work or thing done, permitted, or suffered by the City in or about the Premises, to the extent such injury or damage shall have been caused by the negligence or intentional conduct of the City or any of its employees or agents.

It is further specifically and expressly understood that the indemnification provided herein constitutes the City's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification and does not include or extend to any claim by the City's employees directly against the City. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance. ARP 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 ARP, their agents, representatives, employees or subcontractors.

- a) No Limitation. ARP's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of ARP 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. ARP 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 Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage.
 - 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- c) Minimum Amounts of Insurance. ARP 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 and \$2,000,000 products-completed operations aggregate limit.
- d) Other Insurance Provision. ARP's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of ARP'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. ARP 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 ARP before commencement of the work.
 - g) Subcontractors. ARP shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
 - h) Notice of Cancellation. Within two (2) business days of receipt of such notice, ARP shall provide the City and all additional insureds for this work with written notice of any policy cancellation.
 - i) Failure to Maintain Insurance. Failure on the part of ARP 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 ARP 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.
10. Taxes, License and Permits. ARP agrees to pay for all labor, employee benefits, materials, equipment, and tools necessary for the performance of its work at the License Location, and to obtain all applicable state and local licenses and permits necessary for the performance of said activities. ARP shall pay all state and local taxes which may become due and payable as a result of ARP's use or occupation of the License Location, which may be due and payable as a result of ARP's mining, processing, removal, storage or sale of materials removed from the License Location. ARP accepts the full and exclusive liability for payment of all such costs and expenses, and shall hold the City harmless from any liens, claims, judgments, expenses or costs, including attorney's fees, arising from a claim for the payment of such costs and expenses. The City shall be liable for all real estate property taxes and assessments for the License Location, if any.
11. Protection of Property from Construction Liens. ARP shall not permit any mechanics', materialmen's, contractors' or subcontractors' liens arising from any work performed by or for ARP to be enforced against the Property, however it may arise. ARP may withhold payment of any claim in connection with a good faith dispute over an obligation to pay, so long as City's Property interests are not jeopardized.
12. Default. In the event of any default by ARP or City under this Agreement, the non-defaulting party shall give the defaulting party written notice of default.

- a) If the default creates an imminent danger of injury to persons or property, the defaulting party shall promptly undertake to cure the default, and shall have cured the default within three (3) days of the receipt of the notice of default.
- b) Other defaults shall be cured within thirty (30) days of the receipt of the notice of default. In the event the nature of the default is such that it cannot be cured within thirty (30) days, the defaulting party shall submit a plan to the non-defaulting party for curing the deficiencies within the same thirty (30) day period, and if accepted by the non-defaulting party, the defaulting party will thereafter have a reasonable amount of time consistent with the plan to cure the default.
- c) If the non-defaulting party fails to cure a default (or otherwise submit an acceptable plan for doing so) within the time provided, then the non-defaulting party shall have all remedies available to it at law and equity, including but not limited to, termination of this Agreement and the right to seek damages therefrom. Notwithstanding the foregoing, the termination of this Agreement shall not terminate ARP's obligation to restore any of the property in accordance with any filed Reclamation Plan.

13. 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 ARP:

American Rock Products
Attn: Michael D. McKinney
4418 E. 8th Avenue
Spokane Valley, WA 99212
Phone: (509) 533-1683
Fax: (509) 533-1644

TO THE CITY:

City of Richland
Attn: Economic Development Manager
975 George Washington Way
PO Box 190, MS 18
Richland, WA 99352
Phone: (509)942-7583
FAX: (509)942-5666


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

14. Assignment. ARP may assign this Agreement to a wholly-owned subsidiary of Eucon Corporation without the prior written consent of the City. No other assignments of this Agreement shall be made without the written consent of City, which shall be made or denied in its sole discretion. No assignment shall relieve ARP of its obligations under this Agreement.

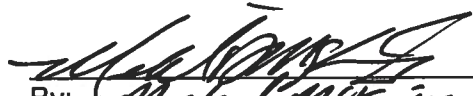
15. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes all previous understandings and agreements, written and oral. Neither party shall be liable to the other for any representations made by any person concerning the Premises or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement. This Agreement may be amended only by written instrument executed by the parties or their lawful successors and assigns subsequent to the date hereof.
16. Governing Law/Forum Selection. Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement. User expressly agrees to submit to personal jurisdiction in Benton County Superior Court.
17. Attorney's Fees. In any action arising under this Agreement, the prevailing party shall be entitled to recover all costs incurred in such action including reasonable attorney fees. For the purposes of this paragraph, an arbitration or administrative hearing shall be considered an action.
18. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written.

CITY OF RICHLAND


By: Cynthia D. Johnson
Its: City Manager


AMERICAN ROCK PRODUCTS


By: Michael McEnery
Its: CEO/CFD

ATTESTED:


Marcia Hopkins, City Clerk

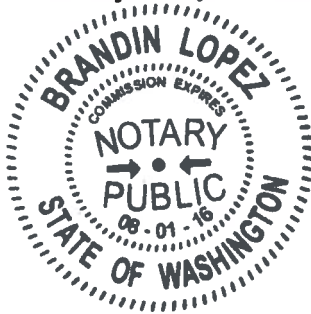
APPROVED AS TO FORM:


Heather Kintzley, City Attorney

STATE OF WASHINGTON)
) ss.
County of Benton)

On this 29TH day of JANUARY, 2013⁴, before me personally appeared CYNTHIA D. JOHNSON, known to be the CITY MANAGER and/or representative for CITY OF RICHLAND, and the person who executed the within and foregoing License Agreement for Mining and Removal of Aggregate and acknowledged that the said instrument is to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

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



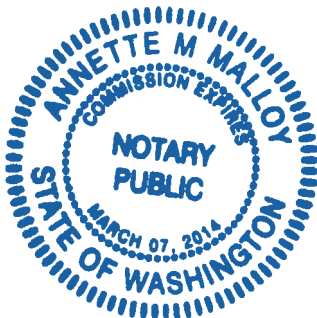
[Handwritten Signature]

NOTARY PUBLIC in and for the State of
Washington, residing at: RICHLAND, WA
My Commission Expires: 08/01/16

STATE OF WASHINGTON)
) ss.
County of SPOKANE)

On this day personally appeared before me MICHAEL MCKINNEY to me known to be the individual described in and who executed the within and foregoing License Agreement for Mining and Removal of Aggregate, and acknowledged that he or she signed the same as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

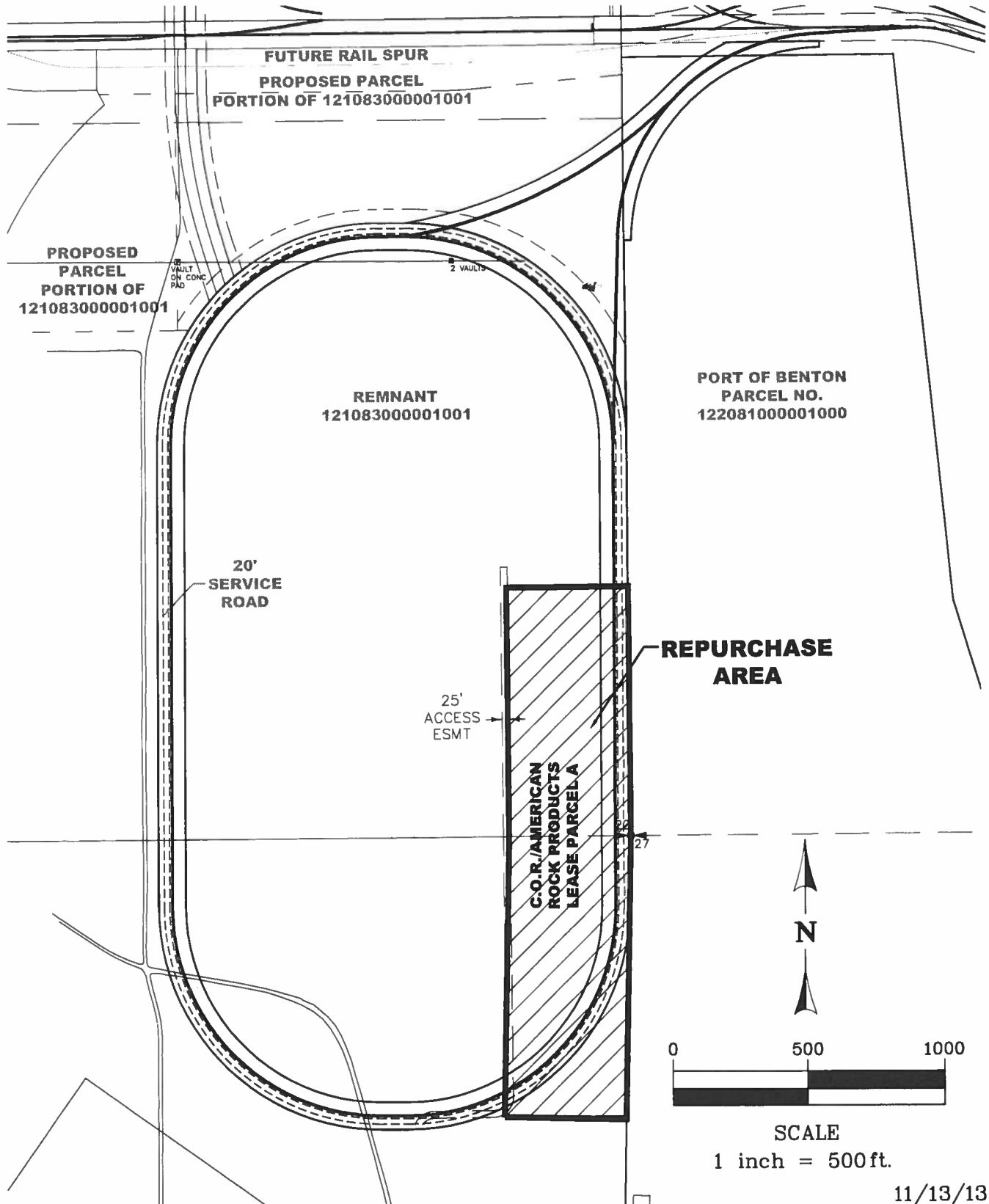
GIVEN under my hand and official seal this 2nd day of JANUARY, 2013⁴



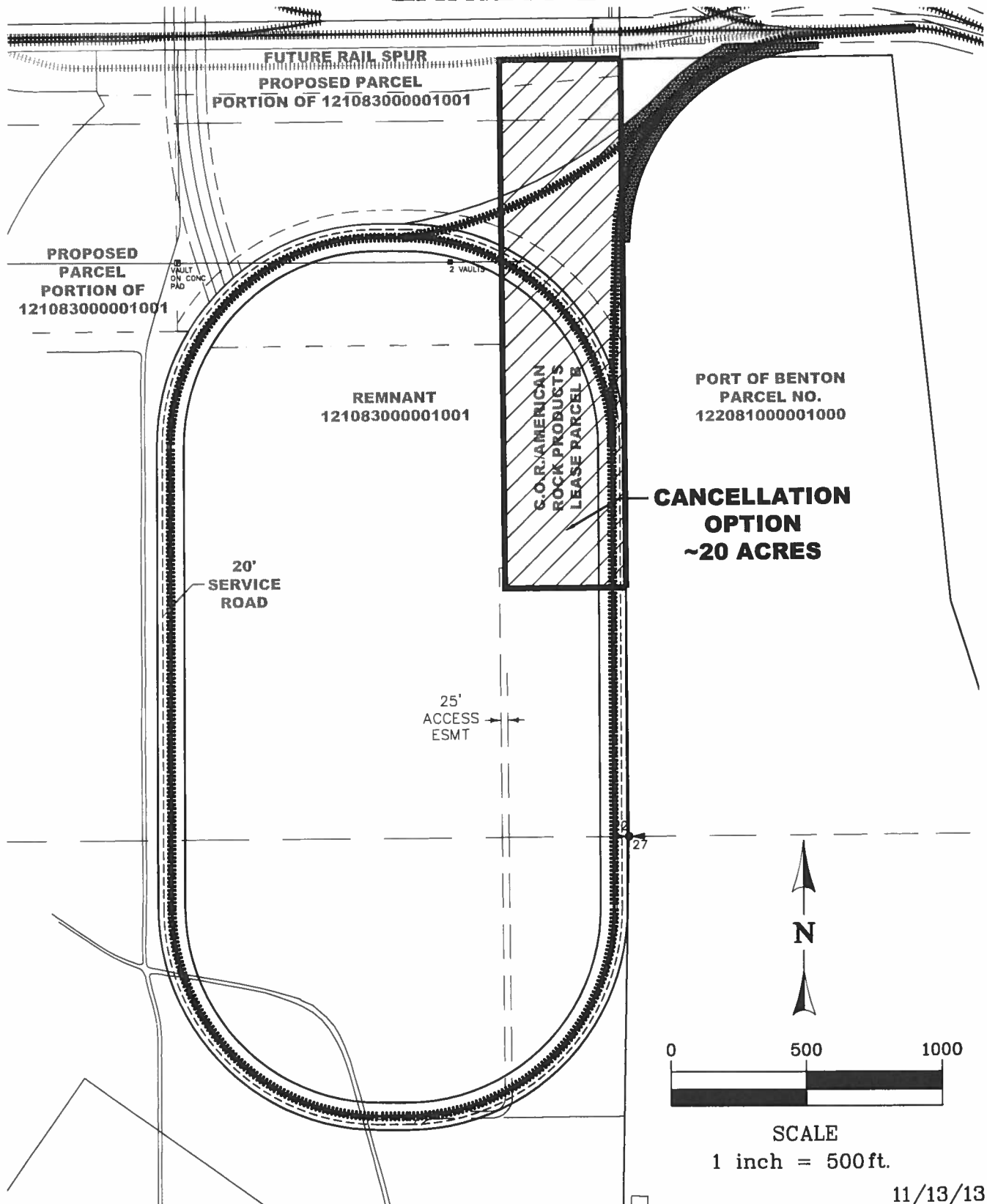
[Handwritten Signature]
Print Name:

ANNETTE M. MALLOY
NOTARY PUBLIC in and for the State of
Washington, residing at: SPOKANE VALLEY
My commission expires: MARCH 7, 2014

HORN RAPIDS RAIL LOOP LICENSING AGREEMENT EXHIBIT A



HORN RAPIDS RAIL LOOP LICENSING AGREEMENT EXHIBIT B



HORN RAPIDS RAIL LOOP LICENSING AGREEMENT EXHIBIT C

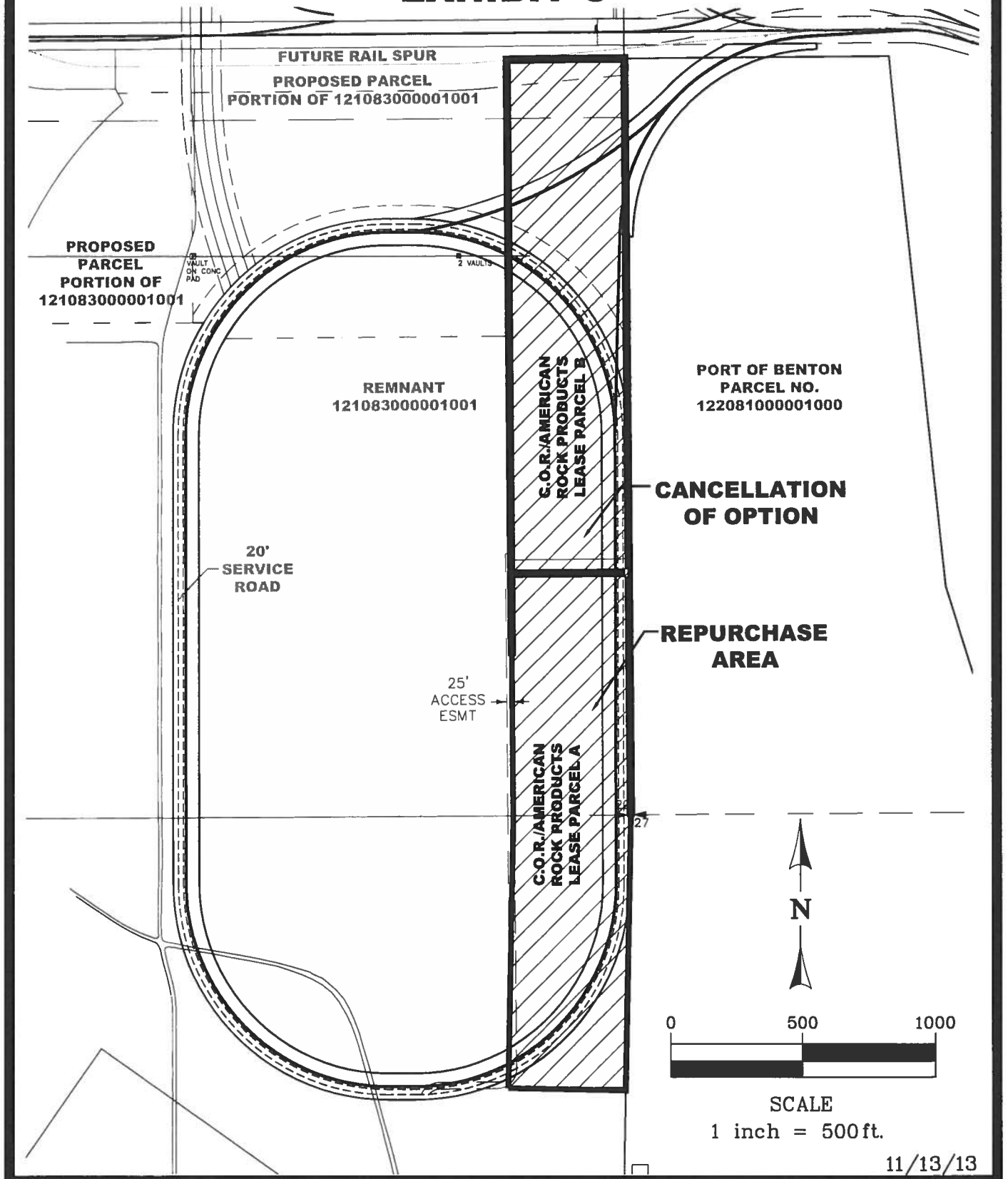


Exhibit E – Memorandum of License Agreement

[To be provided at time of closing]



Council Agenda Coversheet

Council Date: 06/03/2014

Category: Consent Calendar

Agenda Item: C8

Key Element: Key 7 - Housing and Neighborhoods

Subject: RESOLUTION 85-14 IN SUPPORT OF BENTON COUNTY PROPOSITION 14-5 PUBLIC SAFETY SALES TAX

Department: Police Services

Ordinance/Resolution: 85-14

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 85-14, supporting the placement of Benton County Proposition 14-5 on the August 5, 2014 Primary Election Ballot.

Summary:

This resolution is in support of placing Benton County Proposition 14-5 on the primary ballot on August 5, 2014. Proposition 14-5 is a use and sales tax in the amount of 0.3% dedicated for the improvement of the criminal justice system in Benton County. Support of this resolution allows the voters of Benton County to determine whether this is an appropriate use of public funds.

The City of Richland and the Richland Police Department are integral parts of the criminal justice system in Benton County. If approved by the voters, significant improvements to the criminal justice system such as drug court, mental health court, gang prevention and intervention, as well as additional staff, would be implemented county-wide. The City of Richland would receive approximately \$1.2 million in revenue to be used to enhance public safety programs and response within the City of Richland.

Since 2003, the City of Richland has grown by more than 8,000 residents while only adding 1 additional police officer. The successful passage of Proposition 14-5 would allow the Richland Police Department to hire, equip, and train additional officers, enhance crime prevention programs and community services, hire and train additional support staff, and provide a more comprehensive approach to code enforcement. The geography of the city has made it increasingly difficult to deliver police services with recent annexations. In addition, the commercial and residential growth in South Richland is showing a greater demand for police response. Proposition 14-5 provides an opportunity to greatly enhance the City of Richland's public safety capabilities that will ensure high quality of life and livability.

Fiscal Impact?

☒ Yes ☐ No

If approved by voters, revenues are estimated at \$1.2 million annually to support public safety. The Proposition has a 10-year sunset provision and expires in 2024, at which time the City would need other revenue sources to maintain any increased service levels.

Attachments:

RESOLUTION NO. 85-14

City Manager Approved:

Hopkins, Marcia
May 30, 11:59:09 GMT-0700 2014

RESOLUTION NO. 85-14

A RESOLUTION IN SUPPORT OF A PROPOSITION
TO BE VOTED ON BY BENTON COUNTY TAXPAYERS
FOR A 0.3% LOCAL SALES AND USE TAX FOR THE
CRIMINAL JUSTICE SYSTEM.

WHEREAS, the 2003 Washington State legislature recognized that local governments are presented with significant challenges in adequately funding criminal justice services, and consequently adopted RCW 82.14.450 authorizing counties to allow voters to approve a local sales and use tax to generate revenue allowing for better protection of the health, safety, and welfare of its residents; and

WHEREAS, the City of Richland, located within Benton County, is a strong and vibrant community with current and future demands for law enforcement and public safety services; and

WHEREAS, the general fund revenue available for hiring additional police officers and professional staff is limited and insufficient to meet the current and future demands of both commercial and residential growth in the City; and

WHEREAS, the proposal to increase the sales and use tax rate in support of public safety originated with the Citizens Advisory Committee, a committee that thoroughly studied the needs of Benton County's criminal justice system and concluded that a tax increase is necessary to provide essential services such as mental health court, gang prevention programs, and law enforcement officers; and

WHEREAS, if approved by the voters, the proposed increase would, for the City of Richland, generate sufficient revenue to hire, train and equip additional police officers, implement crime prevention programs, and enhance code enforcement capabilities, thus substantially enhancing the Richland Police Department's ability to respond to the needs of citizens, apprehend criminal offenders, and maintain a high quality of life;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City of Richland supports a county-wide election to be held on August 5, 2014 for the purpose of submitting to the affected voters the determination of whether or not to authorize a sales and use tax rate increase of three-tenths of one percent (0.3%).

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
_____ day of _____, 2014.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



Council Agenda Coversheet

Council Date: 06/03/2014

Category: Consent Calendar

Agenda Item: C9

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RES. NO. 86-14, PURCHASE & SALE OF PROPERTY FOR A PORTION OF HERITAGE HILLS PARK

Department: Parks and Recreation

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Adopt Resolution No. 86-14, Authorizing the City Manager to enter into a purchase and sale agreement for a portion of Heritage Hills Park with Whitney and Rebecca Mayer.

Summary:

On October 15, 2013, Council authorized the surplus of a portion of Heritage Hills Park along with a maintenance agreement with the Sundance Ridge Homeowner's Association to develop and maintain the remaining portion of the city-owned park. The package of agreements was intended to facilitate private capital funding and ongoing maintenance of the park to be available for public use.

Heritage Hills Park is an undeveloped 1.6 acre parcel located between the Sundance Ridge, Heritage Hills and Hills West neighborhoods in south Richland (Attachment 1). Land uses adjacent to the parcel consist of existing residential homes on the west, and undeveloped, residentially-platted land on the south, east and north. Future public streets will abut the property on the north and east sides, and the site is located within one mile of Hills West and Badger Mountain Parks. The existing Heritage Hills Park does not meet the current minimum size requirement of 3 acres for neighborhood parks (5 acres optimum), and there is little realistic opportunity to expand the park.

Proceeds from the purchase and sale agreement (Attachment 2) will be invested in the park for fencing and sidewalks, and the Sundance Ridge Homeowners Association will maintain the remaining portion of the park. The Economic Development Committee, Planning Commission, and Parks and Recreation Commission recommended approval of the previous surplus action and tonight's proposed property sale.

If the City were to develop the existing Heritage Hills Park, the development cost would be approximately \$93,000 and the annual maintenance costs to the City would be approximately \$10,000.

Fiscal Impact?

☒ Yes ☐ No

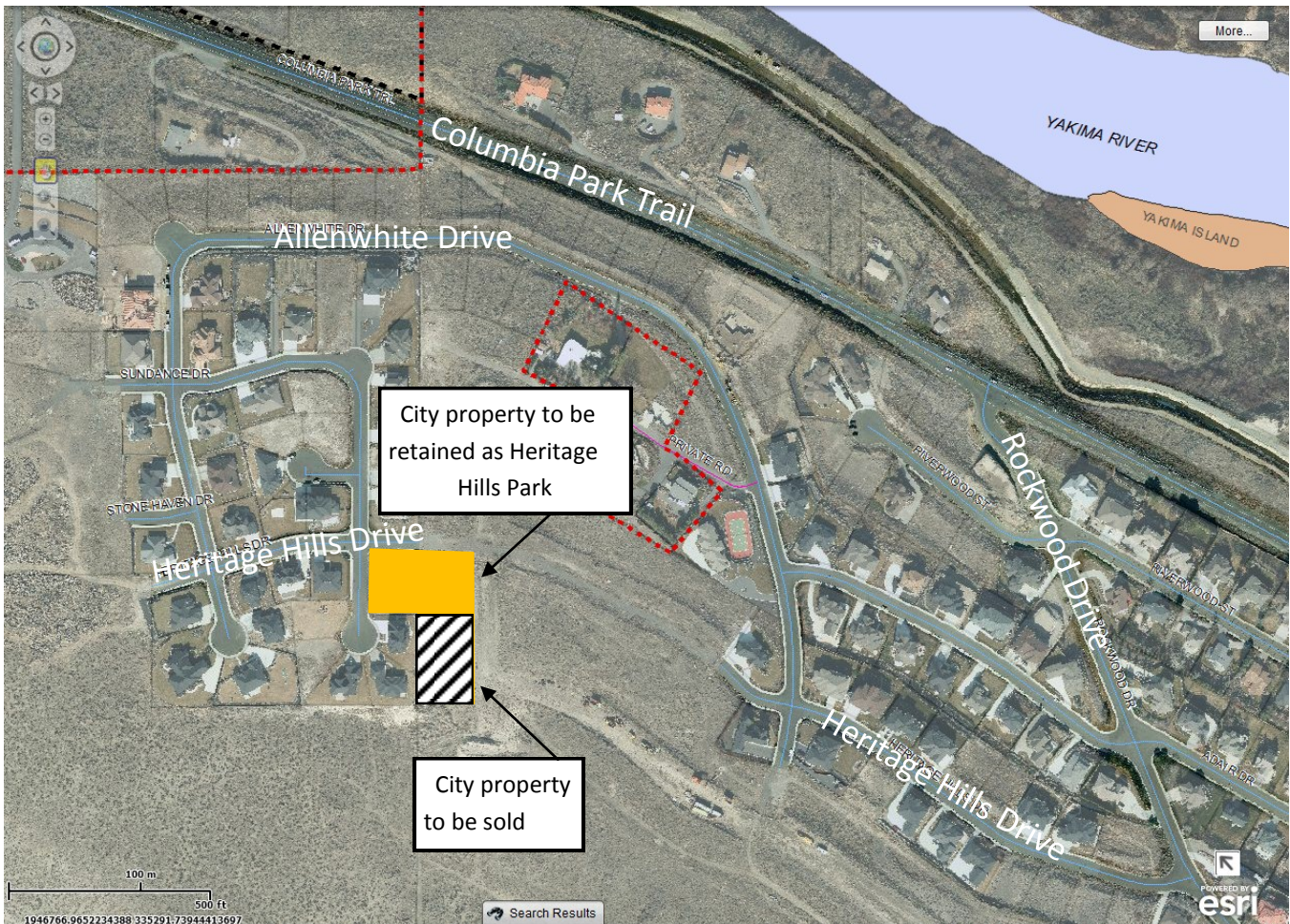
The land sale will yield \$29,121 in revenue which will be utilized for improvements in the remaining portion of the park. The improvements are included in the 2014 CIP and budget.

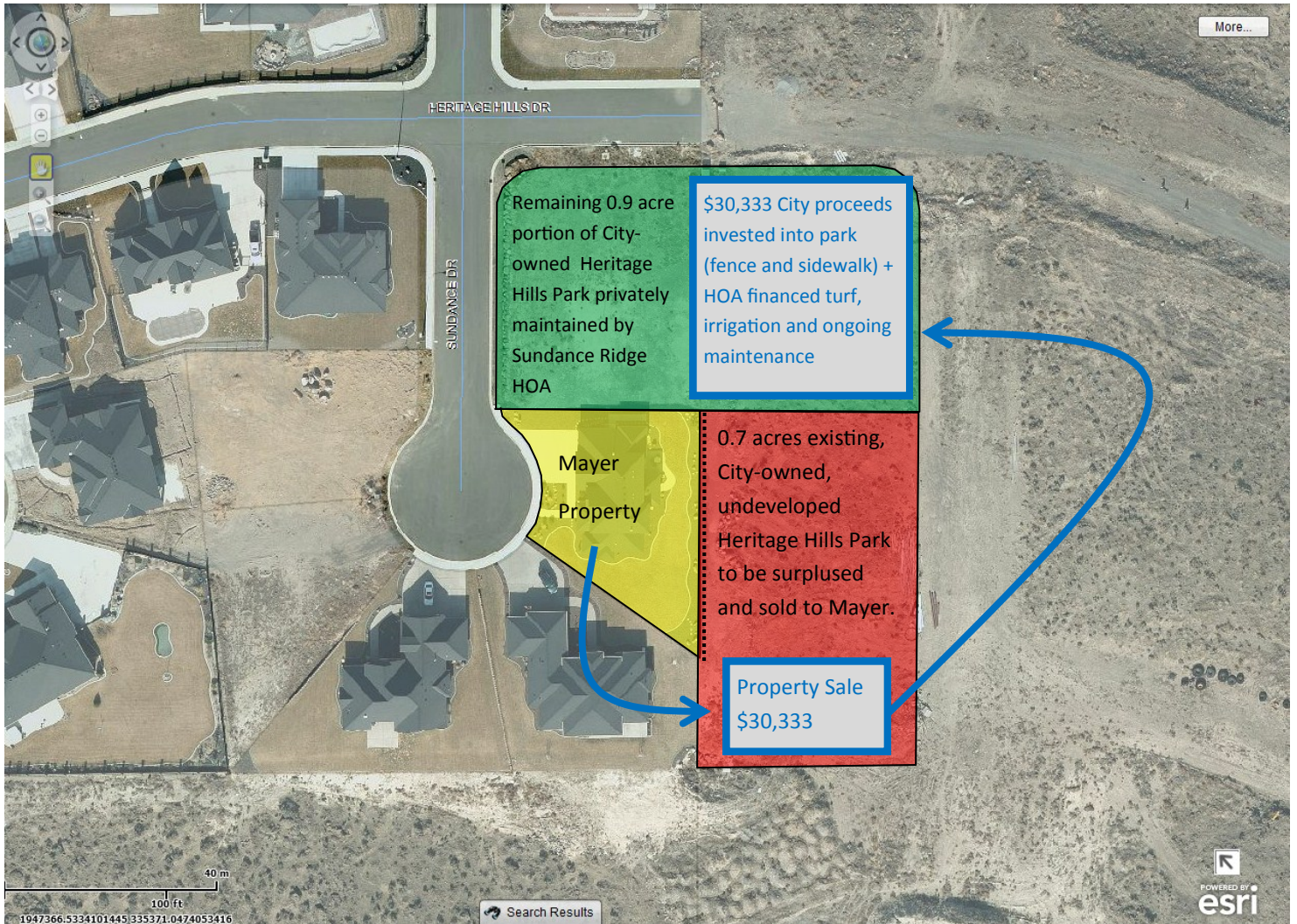
Attachments:

- 1) Vicinity Map
- 2) Purchase & Sale Agreement - Heritage Hills Park-Mayer
- 3) Draft Resolution No. 86-14, PSA for a Portion of Heritage Hills Park

City Manager Approved:

Hopkins, Marcia
May 30, 11:58:48 GMT-0700 2014





Contract No. _____



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 _____, 2014, between **WHITNEY AND REBECCA MAYER**, Husband and Wife ("Purchasers"), and the **CITY OF RICHLAND**, a Washington municipal corporation ("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, located in the City of Richland, Benton County, Washington, and legally described as follows (collectively, the "Property"):

(See Exhibit A)

1.1. 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.

1.2. 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.

1.3. Timing of Conveyance. The Property described in Section 1 shall be conveyed to Purchasers by a Statutory Warranty Deed ("Deed") subject to the permitted exceptions and upon receipt of payment, with delivery to Purchasers occurring at closing.

2. Purchase Price. Purchasers shall pay to Seller as the Purchase Price for the Property the sum of twenty-nine thousand one hundred twenty-one dollars and zero cents (\$29,121) for 31,050 square feet as described in Exhibit A. Purchasers shall initiate and pay for all land transfer documents and complete and record all legal transaction documents.

2.1. Earnest Money Deposit. As consideration for Seller's execution and delivery of this Agreement, Purchasers will deposit with Cascade Title ("Title Company") a check in the amount of one thousand dollars (\$1,000) within five (5) business days after both parties have signed this Agreement. Hereafter, the term "Earnest Money Deposit" shall be used to refer, when appropriate, to the Earnest Money Check, and, when paid, to the principal thereof and any interest thereon. Purchasers shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchasers' choice. The Earnest Money Deposit will be returned if Purchasers cannot close on the conditions set forth in this Agreement. If, for any reason, Purchasers terminate this purchase and sale agreement and items specified in 6.1.6 have been completed, the costs incurred for these services will be deducted from 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. Executed Contract. The "executed contract" date is the date upon which both parties have signed the purchase and sale agreement. If the purchase and sale agreement is signed on different days, the "executed contract" date is the most recent date noted. Purchasers and Seller must both sign this purchase and sale agreement within fifteen (15) business days of City Council's approval of the agreement. If signatures are not received by both parties within fifteen (15) business days of council approval, this agreement shall automatically terminate.

3.2. Legal Description. Seller has surveyed the property and established two separate lots per Record of Survey 4459 recorded in the Benton County Auditor's Office under AFN 2013-041231. The legal description is attached to this purchase and sale agreement as Exhibit A.

3.3. Title Review. Purchasers are encouraged, at their sole cost and expense, to obtain a title report on the Property. In the event Purchasers elect to obtain a title report, said report shall be obtained by Purchasers within 20 business days of the execution date of this purchase and sale agreement.

3.4. Due Diligence. Purchasers are granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.2. above. In the event Purchasers determine not to obtain a title report as recommended in Section 3.3 above, Purchasers' due diligence period shall be thirty (30) business days from the execution date of this purchase and sale agreement. Said due diligence period may be extended an additional ten (10) business days upon written agreement by the Purchasers and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological, and any other related issues. Seller will promptly provide to Purchasers copies of all available documentation and reports relating to the Property, including, but not limited to, soils tests, environmental

reports and similar reports. If the results of said review are unsatisfactory in Purchasers' opinion, Purchasers' may, at their option, 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, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other. During the Due Diligence period,

3.5. Council Approval. Although Richland City Council authorized the sale of this property on October 17, 2013, this Agreement shall automatically terminate in the event Council does not approve the terms and conditions contained herein.

4. Closing. On or before the date of closing, Purchasers shall deliver to the escrow company, Cascade Title Company, all closing costs, including the Purchase Price for the Property. Seller shall deliver the Deed, as approved by Purchasers, to the Title Company for placing in escrow. Title Company shall be instructed that when it is in a position to issue a standard owner's policy of title insurance in the full amount of the Purchase Price, insuring fee simple title to the Property in Purchasers, Title Company shall record and deliver to Purchasers the Deed; and issue and deliver to Purchasers the standard owner's policy of title insurance.

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

4.2. Closing Date. The closing of the transaction and delivery of all items shall occur at Cascade Title Company, and shall occur on a date specified by Seller and communicated in writing to Purchasers. Closing shall occur no later than fifteen (15) business days after the last day of the due diligence period. If closing has not occurred by this date, this Agreement shall automatically terminate and be of no further force and effect.

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, 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 within the preliminary title report.

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

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

6.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchasers, each of which shall be true on the date hereof, throughout the contract period, and on the date of closing. Seller shall immediately provide Purchasers 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, and 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 has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

6.2.3. 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.

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

6.2.5. 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.

6.2.6. Seller is not a "foreign person" for purposes of Section 1445 of the Internal

Revenue Code.

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

6.3. Purchasers' Representations. Purchasers 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. Purchasers have 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 Purchasers necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken. In the event Purchaser states that it is a corporation or a limited liability company, and this statement is false, the person or person signing on behalf of the company shall be personally liable under this contract.

6.3.2. This Agreement is contingent upon purchasers obtaining financing sufficient to close within the thirty (30) business days allowed per the Due Diligence period in Section 3.4 of this Purchase Agreement.

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 Purchasers 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 Purchasers 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, 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. Miscellaneous.

9.1. Finder's Fee. Purchasers and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. 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 SELLER:

City of Richland
Attn: Phil Pinard
Parks and Public Facilities Department
505 Swift Boulevard,
P.O. Box 190
Richland, WA 99352
Phone: (509) 942-7582

TO PURCHASERS:

Whitney and Rebecca Mayer
424 Sundance Dr.
Richland, WA 99352
Phone: (509) 509-539-7314

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. Purchasers 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 Purchasers 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 Purchasers 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.

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. Cooperation and Further Assurances. Each party shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold responses to requests for information, approvals, or consents provided for in this Agreement. The parties agree to take further action and execute further documents, both jointly or within their respective powers and authority, as may be reasonably necessary to implement the intent of this Agreement.

9.11. 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.

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. Complete Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither party shall be liable to the other for any representations made by any person concerning the premises or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

9.14. Scrivener. The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of Purchasers under this Agreement. Purchasers are encouraged to review the completed contract with counsel before signing this Agreement.

[Signature page to follow]

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 - SELLER

**MAYER, WHITNEY & REBECCA -
PURCHASERS**

By: Cynthia D. Johnson Date
Its: City Manager

By: Whitney Mayer Date

APPROVED AS TO FORM:

By: Heather Kintzley Date
Its: City Attorney

By: Rebecca Mayer Date

EXHIBIT A

A portion of the Southwest $\frac{1}{4}$ of Section 23, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

A Parcel described by Quit Claim Deed recorded under Auditor's File No. 94-32861, records of said County and State, more particularly described as follows:

Beginning at the Southwest corner of said Southwest $\frac{1}{4}$; Thence North $00^{\circ}19'45''$ East along the West line of said Southwest $\frac{1}{4}$ a distance of 1,322.85 feet to the **TRUE POINT of BEGINNING**; Thence continuing North $00^{\circ}19'45''$ East a distance of 381.73 feet; Thence South $89^{\circ}40'15''$ East a distance of 110.00 feet to a point of curve; Thence along said curve to the right having a central angle of $90^{\circ}00'00''$ and a radius of 25.00 feet and an arc distance of 39.27 feet to a point of tangent; Thence South $00^{\circ}19'45''$ West a distance of 356.73 feet; Thence North $89^{\circ}40'15''$ West a distance of 135.00 feet to the true point of beginning.

Less: the following described portion:

Beginning at the Southwest corner of said Southwest $\frac{1}{4}$ of said Section 23; Thence North $00^{\circ}19'45''$ East along the West line of said Southwest $\frac{1}{4}$ a distance of 1322.85 feet to the Southwest corner of said Parcel described by Auditor's File No. 94-32861; Thence continuing along aforementioned West line of said Southwest $\frac{1}{4}$, North $00^{\circ}19'45''$ East a distance of 230.00 feet to the **TRUE POINT of BEGINNING**; Thence South $89^{\circ}40'16''$ East leaving said West line a distance of 135.00 feet to a point on the East line of said Parcel described by Auditor's File No. 94-32861; Thence North $00^{\circ}19'45''$ West along said East line a distance of 126.73 feet to the beginning of a 25.00 foot radius tangent curve to the left; Thence Northwesterly a distance of 39.27 feet along said curve through a central angle of $90^{\circ}00'00''$; Thence North $89^{\circ}40'15''$ West leaving said East line along the North line of said Parcel a distance of 110.00 feet to the Northwest corner of said Parcel and the North east corner of said Tract "A"; Thence South $00^{\circ}19'45''$ West along the West line of said Parcel described by Auditor's File No. 94-32861, a distance of 151.73 feet back to the true point of beginning.

Containing 31,050 square feet, more or less, according to the bearings and distances listed above

RESOLUTION NO. 86-14

A RESOLUTION of the City of Richland authorizing the execution of a purchase and sale agreement for a portion of Heritage Hills Park.

WHEREAS, the City owns 1.6 acres within the Sundance Ridge subdivision of park land known as Heritage Hills Park Neighborhood Park; and

WHEREAS, the property is currently not irrigated and is undeveloped; and

WHEREAS, the park is not scheduled for development because it does not meet today's neighborhood park size requirement of 3-5 acres and is located within one mile of Hills West Neighborhood Park and Badger Mountain Community Park; and

WHEREAS, the Sundance Ridge Homeowners Association and property owners Whitney Mayer and Rebecca Mayer propose to purchase a portion of the City's 1.6 acres provided the City use the proceeds to improve the remainder of the park; and

WHEREAS, the Sundance Ridge Homeowners Association proposes to maintain the park; and

WHEREAS, the Parks and Recreation Commission, Planning Commission, and Economic Development Committee have each recommended implementation of the proposal; and

WHEREAS, the park will be available for public use; and

WHEREAS, on October 15, 2013 the Richland City Council declared a portion of the park surplus and authorized a maintenance agreement with the Sundance Ridge Homeowners Association for the remainder of the park; and

WHEREAS, an executed purchase and sale agreement with Whitney Mayer and Rebecca Mayer is the final step to implementing the proposal.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute a purchase and sale agreement with Whitney Mayer and Rebecca Mayer to purchase a portion of the City's 1.6 acres within the Sundance Ridge subdivision of park land known as Heritage Hills Park Neighborhood Park.

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 3rd day of June, 2014.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



Council Agenda Coversheet

Council Date: 06/03/2014

Category: Items of Business

Agenda Item: C10

Key Element: Key 3 - Economic Vitality

Subject: FUNDING RECOMMENDATIONS FOR THE 2014 HOTEL/MOTEL LODGING TAX FUND - SPRING CYCLE

Department: Assistant City Manager

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the funding recommendation for the 2014 Hotel/Motel Lodging Tax Fund Spring Cycle recommended by the Lodging Tax Advisory Committee and authorize the City Manager to execute the necessary agreements.

Summary:

The Lodging Tax Advisory Committee (LTAC) recommends Council allocate \$34,000 from the first two percent lodging tax funding, as described in the 2014 Hotel/Motel Fund Spring Worksheet. In addition, the LTAC recommends Council allocate \$100,000 from the second two percent for one capital project. The LTAC recommends transferring \$100,000 from the first two percent fund into the second two percent to cover the recommended award amount. The recommended projects are:

First Two Percent

1. Art In The Park Regional Advertising - \$3,000
2. Ranger in Your Pocket Program for the B Reactor - \$25,000
3. Regional Marketing of Columbia River Journeys Jet Boat Tours - \$3,000
4. Regional Marketing of Professional Development Institute - \$5 per room night generated, up to \$1,000
5. Regional Marketing of the Three Rivers Road Runners Tri-Cities Marathon - \$5 per room night generated, up to \$2,000

Second Two Percent

6. City of Richland - Columbia Playfield Facility Upgrades - \$100,000

The available fund balances consider ongoing commitments that have already been approved by Council.

First 2% – Approximately \$187,683 to the Tri-Cities Visitor and Convention Bureau and \$101,352 to cover a percentage of two City of Richland staff positions. Council approved the allocation of \$40,200 in December 2013 for the 2014 funding year.

Second 2% - \$125,000 to the Richland Public Facilities District (PFD) for the term of the construction bonds for the REACH, which is a twenty year commitment that began in 2004. Council approved the allocation of \$332,141 in December of 2013.

Fiscal Impact?

☒ Yes ☐ No

Staff conservatively estimates a starting balance of \$174,686, after previously identified commitments are calculated. The second two percent is projected to have a balance, after commitments, of \$0. The LTAC recommends \$34,000 in awards out of the first two percent and \$100,000 out of the second two percent. The LTAC recommends moving \$100,000 from the first two percent into the second; leaving a balance of \$40,686 in the first two percent.

Attachments:

- 1) LTAC Minutes (4-10-14)
- 2) Hotel-Motel 2014 SPRING Worksheet

City Manager Approved:

Hopkins, Marcia
May 30, 11:59:19 GMT-0700 2014

DRAFT

CITY OF RICHLAND
LODGING TAX ADVISORY COMMITTEE (LTAC)
April 10, 2014 – 8:00 AM
CITY HALL CONFERENCE ROOM

CALL TO ORDER The meeting was called to order at 8:07 AM.

ROLL CALL

Mark Kerber	Excused
Kathy Moore	Present
Gus Sako	Present
Kim Shugart	Present
Council Member Terry Christensen	Present

City Staff Liaison

Trish Herron	Present
Communications & Marketing Manager	

APPROVAL OF MINUTES

Kim Shugart mentioned an error in the minutes – the recommended funding for CREHST under item i on page 5 should read \$0. Staff will make the correction.

GUS SAKO moved and KIM SHUGART seconded the motion to approve the LTAC minutes dated November 13, 2013.

Motion Carried.

BUDGET OVERVIEW

Trish Herron provided an overview of the available funds for the spring cycle awards. The first two percent had a balance of \$174,676 with \$37,500 available in requests. The second two percent had a zero balance and \$162,000 in request. Herron explained there was an option to move funds from one account to the other, if needed.

PRESENTATIONS – Start at 8:10 AM

a) Atomic Heritage Foundation

Presenter: Hank Kosmata

Project: Ranger In Your Pocket

Mr. Kosmata explained to the LTAC the purpose of this request was to develop informational material to make the B Reactor experience better. The Ranger In Your Pocket enables visitors to use their own smart phones and tablets to access the new website. Mr. Kosmata demonstrated the website to the LTAC. The requested dollars will enhance the information on-line to enable people to learn more about the B Reactor before their trip or while they are at the museum. The additional information will focus on the background of the history of the people before Hanford and have a more localized theme. The LTAC and Mr. Kosmata discussed the available tours, which are funded through DOE, and the frequency of the tours.

LTAC Discussion and Motion – *Please refer to Funding Discussion for additional information.*

b) City of Richland

Presenters: Phil Pinard and Dave Bryant, Parks and Public Facilities Department
Project: Columbia Playfield

Mr. Pinard and Mr. Bryant explained to the LTAC this funding request was in addition to the already awarded amount provided for 2014. The bids received for the original project came in higher than expected, so the City was not able to include the conversion of the existing little league field into the fifth softball field. The new request would cover the conversion of the fifth softball field, including the backstop, fencing, asphalt pads and dugouts. The City has partnered with the Richland School District and the Tri-Cities Girls' Fastpitch Association to additional amenities to the field, such as bleachers and lights. The LTAC discussed the design of the field and Mr. Christensen mentioned that visibility may be an issue with the current dropped dugout design.

The LTAC discussed the potential for more tournaments that are larger with more teams. The new addition could attract mega events for the entire region.

LTAC Discussion and Motion – *Please refer to Funding Discussion for additional information.*

NEW BUSINESS

1. Deliberation and Allocation for 2014 Funds

a. Allied Arts – *Art In The Park* marketing

Requested \$3,500. Recommended to fund \$3,000.

Project: Outside the region marketing of the 2014 Art In The Park.

LTAC Discussion – The LTAC briefly discussed the event and its true per room night generation, because it compliments Water Follies. The LTAC expressed the need to spend the dollars on out of region marketing. Ms. Herron explained to the LTAC that staff reviews all reimbursement requests to ensure they are used for the approved use. The LTAC discussed the need to explain why there is an increase to the requested amount over the amount allocated in the past. The committee agreed this event contributes to the festival weekend.

KATHY MOORE moved and KIM SHUGART seconded the motion to approve funding the out of region marketing of the event at \$3,000.
Motion Carried.

b. Atomic Heritage - Ranger In Your Pocket Program

Requested \$25,000. Recommended to fund \$25,000.

Project – Additional development of the Ranger In Your Pocket

LTAC Discussion – The committee discussed the positive feedback received on the B Reactor tours and the desire to have more scheduled tours. The committee discussed the hope to have more tours available for last minute reservations. The committee agreed that there needs to be a call to action, such as “Come Visit Richland”, with a direct link off of the website to our local resources.

GUS SAKO moved and KATHY MOORE seconded the motion to approve funding request at \$25,000 with a strong suggestion to add a call to action on the webpage.
Motion Carried.

- c. Columbia River Journeys – Outside the region marketing
Requested \$3,000. Recommended to fund \$3,000, with contingencies.
Project: Outside the region marketing of the 2014 Columbia River Journeys tours.

LTAC Discussion – The LTAC discussed this application, the request, and the history of funding. The LTAC discussed the inconsistencies with the days the tour runs, because there needs to be a tipping point of profit to cover the expenses of running up the river. The LTAC was in favor of supporting the application as long as there were guaranteed run dates, regardless of the number of people on the boat unless there were no reservations. The guaranteed dates will be distributed to tourism partners to help support the run dates.

KIM SHUGART moved and GUS SAKO seconded the motion to approve funding the out of region marketing of the tours at \$3,000, contingent upon Columbia River Journeys providing five guaranteed run dates to staff by June 1, 2014. These dates will ensure the tour will run up the river without cancellation, unless there are no reservations for that particular date.
Motion Carried.

- d. Richland School District – Outside the region marketing
Requested \$4,000. Recommended to fund \$5/proven occupied room, up to \$1,000
Project: Outside the region marketing of the 2014 RTI-PLC Institute.

LTAC Discussion – The committee discussed the number of rooms the Institute is projected to generate. Staff informed the committee that the last award generated a payout of \$165 to cover the 33 room nights generated. The committee was in favor with contingencies.

KIM SHUGART moved and KATHY MOORE seconded the motion to approve funding the out of region marketing for the 2014 RTI-PLC Institute at \$5 per proven occupied room night, not to exceed \$1,000.

Motion Carried.

- e. Three Rivers Road Runners – Outside the region marketing
Requested \$2,000. Recommended to fund \$5/proven
occupied room, up to \$2,000.
Project: The money will be spent to market the Tri-Cities Marathon.

LTAC Discussion – The committee discussed the history of the event and how to gather the visitor information. The committee agreed to fund the request with contingencies.

KATHY MOORE moved and KIM SHUGART seconded the motion to approve funding the out of region marketing for the 2014 Tri-Cities Marathon at \$5 per proven occupied room night, not to exceed \$2,000. Motion Carried. GUS SAKO abstained.

- f. City of Richland – Columbia Playfield Facility Upgrades
Requested \$145,000. Recommended to fund \$100,000.
Project: Columbia Playfield improvements, outfield fencing and Towne Field conversion.

LTAC Discussion - The LTAC discussed the long term commitments of this project and the tourism impacts. The five field structure would create a anchor for this field with respect to tournament play. There was discussion of the site line distraction because of the isolated fifth field. The committee discussed the continued growth of tournaments in the Tri-Cities.

KIM SHUGART moved and KATHY MOORE seconded the motion to approve funding the capital improvements at Columbia Playfield in the amount of \$100,000. Motion Carried. TERRY CHRISTENSEN abstained.

2. Next Meeting Date

ADJOURNMENT

Meeting adjourned at 10:15 AM.

2014 HOTEL/MOTEL FUND - SPRING CYCLE

Updated 5/23/14

First 2% Available Funds = \$174,686

ORGANIZATION	PROPOSED USE OF MONEY	2013 ALLOCATION	2014 REQUEST	FUNDED	NOT FUNDED	2014 FUNDING RECOMMENDATION
Allied Arts	Regional Marketing of <i>Art In The Park</i>	\$3,000.00	\$3,500.00	X		\$3,000.00
Atomic Heritage Foundation	Ranger in Your Pocket: Pioneering History	\$25,000.00	\$25,000.00	X		\$25,000.00
Columbia River Journeys III	Regional Marketing of Columbia River Journeys Jet Boat Tours	\$0.00	\$3,000.00	X		\$3,000.00
Richland School District	Regional Marketing of RTI-PLC Institute	\$5/Room Night up to \$4,000 <\$165 Actually Pd Out>	\$4,000.00	X		\$1,000 (\$5/proven room night)
Three Rivers Road Runners	Regional Marketing of 3 Rivers Marathon	\$1,500.00	\$2,000.00	X		\$2,000 (\$5/proven room night)
			\$37,500.00			\$34,000.00
				Available		\$174,686.00
				Transfer		(\$100,000.00)
				Remaining		\$40,686.00

Second 2% Available Funds = \$0

ORGANIZATION	PROPOSED USE OF MONEY	2014 ALLOCATION	2014 REQUEST	FUNDED	NOT FUNDED	2014 FUNDING RECOMMENDATION
City of Richland	Columbia Playfield Facility Upgrades	\$185,666.00	\$162,000.00	X		\$100,000.00
			\$162,000.00			\$100,000.00
				Available		\$0.00
				Transfer		\$100,000.00
				Remaining		\$0.00



Council Agenda Coversheet

Council Date: 06/03/2014

Category: Consent Calendar

Agenda Item: C11

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: EXPENDITURES FROM MAY 12, 2014, TO MAY 23, 2014 IN THE AMOUNT OF \$4,978,394.74

Department: Administrative Services

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the expenditures from May 12, 2014, to May 23, 2014, in the amount of \$4,978,394.74.

Summary:

Breakdown of Expenditures:

Check Nos.	212135 - 212579	2,047,779.45
Wire Nos.	5630 - 5645	988,057.92
Payroll Check Nos.	99460 - 99475	23,673.82
Payroll Wires/ACH	8538 - 8551	1,918,883.55
TOTAL		\$4,978,394.74

Fiscal Impact?

☒ Yes ☐ No

Total Disbursements: \$4,978,394.74.

Attachments:

- 1) Wire Transfers
- 2) Voucher Listing Report

City Manager Approved:

Hopkins, Marcia
May 30, 12:00:10 GMT-0700 2014

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
MAY 12, 2014 - MAY 23, 2014

Payee	Wire Description	Amount
Claim Wires - Wire No. 5630 to 5645		
AW Rehn Insurance	Fire Health Reimbursement Account	17,812.50
Conover	Section 125	2,662.32
Department of Licensing	Firearms Online Pmt for Concealed Licenses	1,023.00
Leaf Financial	Buyout Lease Contract - Copiers	2,730.92
LEOFF Trust	Fire Health Premiums	62,353.11
Meritain Health	IAFF VEBA	134,918.92
NW Intergovernmental Energy Service	Shell Market Purchase Power	186,033.20
Richland Golf Management Corporation	Col. Pt. Operating Reimb 04/14	129,924.17
Richland Public Facilities District	Transfer Constr Fund Sales Tax to PFD Operating Acct	70,000.00
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	380,599.78
	Total Claim Wire Transfers	\$ 988,057.92
Payroll Wires & Direct Deposits (ACH) - Wire No. 8538 to 8551		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 1,918,883.55
Total Claim & Payroll Wires/ACH		\$ 2,906,941.47

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



City Of Richland

VL-1 Voucher Listing

From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001	GENERAL FUND				
Division:	000				
BEN FRANKLIN TRANSIT		20140140	212313	DIAL A RIDE TICKETS-APRIL	\$60.00
PERMIT REFUND		2014.000007	212168	2800 POLAR WAY-PERMIT REFUND	\$89,810.99
				2800 POLAR WAY-PERMIT REFUND	\$138,170.75
RECFWARE REFUND		050714	212186	REFUND DAMAGE DEPOSIT	\$500.00
				REFUND DAMAGE DEPOSIT	\$200.00
				REFUND DAMAGE DEPOSIT	\$411.31
				REFUND	\$45.00
			212190	REFUND	\$45.00
				REFUND DAMAGE DEPOSIT	\$500.00
				REFUND DAMAGE DEPOSIT	\$200.00
				REFUND DAMAGE DEPOSIT	\$411.31
			212199	REFUND	\$45.00
				REFUND DAMAGE DEPOSIT	\$411.31
				REFUND DAMAGE DEPOSIT	\$500.00
				REFUND DAMAGE DEPOSIT	\$200.00
			212207	REFUND DAMAGE DEPOSIT	\$200.00
				REFUND	\$45.00
				REFUND DAMAGE DEPOSIT	\$500.00
				REFUND DAMAGE DEPOSIT	\$411.31
	051214		212321	REFUND DAMAGE DEPOSIT	\$200.00
				REFUND DAMAGE DEPOSIT	\$176.00
			212360	REFUND DAMAGE DEPOSIT	\$200.00
				REFUND DAMAGE DEPOSIT	\$176.00
			212405	REFUND DAMAGE DEPOSIT	\$200.00
				REFUND DAMAGE DEPOSIT	\$176.00
			212472	REFUND DAMAGE DEPOSIT	\$176.00
				REFUND DAMAGE DEPOSIT	\$200.00
TALENT WISE INC		91192658	212200	BACKGROUND CHECKS	\$46.00
		91401909		BACKGROUND CHECKS	\$180.00
WA STATE DEPARTMENT OF REVENUE		0304-2014-QTR1	212483	BL CR CARD PROCESSING FEES	\$1,410.56
WASHINGTON STATE TREASURER		6029028080010002	212526	BL RENEWAL-PERRY, T	\$51.00
WEBCHECK INC		4893	212491	WEBCHECK SRVCS APR 2014	\$855.00
TOTAL ****					\$236,713.54
Division:	001	CITY COUNCIL			
BANK OF AMERICA		TXN00016491	212140	ALBERTSONS-ELT RTRT-RFRSHMTS	\$24.77
		TXN00016542		LANDS END-CNCL-ELT_SHT-JKTS	\$533.90
		TXN00016646		HOBBY-LOBBY-CNCL PIC FRMS	\$6.50
		TXN00016656		HOBBY-LOBBY-CNCL PIC FRMS	\$18.18



City Of Richland

VL-1 Voucher Listing

From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00016668	212140	Name Plaque for Mayor Picture	\$10.19
		TXN00016719		HOBBY-LOBBY-CREDIT-CNCL-FRMS	(\$18.18)
		TXN00016762		ANCHOR AUD-PA SYSTM-CNCL RET	\$480.00
PARADISE BOTTLED WATER CO		4/14-CITYATTORNEY	212425	BOTTLED WATER APRIL	\$31.79
TRI CITIES LEGISLATIVE COUNCIL		317	212473	TCLC THANKYOU RECEPTION-ROSE	\$20.00
US LINEN & UNIFORM DBA		148246	212478	7 JACKETS-COUNCIL-ELT	\$282.92
		148986		12 JACKETS-COUNCIL-ELT	\$488.26
CITY COUNCIL TOTAL ****					\$1,878.33
Division:	100	CITY MANAGER			
BANK OF AMERICA		TXN00016468	212140	SUBWAY-ELT RETREAT_3-24	\$76.35
		TXN00016469		BOBS BRGR&BREW-CM-EE-MO LNCH	\$56.92
		TXN00016473		WAL-MART-ELT RTRT-MTG RFRSHMTS	\$68.02
		TXN00016474		ISLA BONITA-CJ-CK-HR-FIN DISC	\$33.61
		TXN00016483		DAIRY QUEEN-ELT RTRT-RFSHMT	\$27.06
		TXN00016555		FEDEX 13409616 - Purchase	\$5.01
		TXN00016557		SKAMANIA LODGE-NWRGNL-CJ	\$168.16
		TXN00016648		RED LION PSCO-CMS-MO MTG	\$12.81
		TXN00016676		COSTCO WHSE #0486 - Purchase	\$85.47
		TXN00016741		FAT OLIVES-LNCH MTG-CJ-MATTMC	\$15.13
		TXN00016745		OFFICE DEPOT - COFFEE FILTERS	\$6.81
TRI CITIES LEGISLATIVE COUNCIL		317	212473	TCLC THANKS RECEPTION-JOHNSON	\$20.00
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$45.15
CITY MANAGER TOTAL ****					\$620.50
Division:	101	CITY CLERK			
BANK OF AMERICA		TXN00016550	212140	Excel Training for D.Barham	\$99.00
		TXN00016579		WMCA Dues - D.Barham	\$75.00
		TXN00016581		WMCA Dues - M.Hopkins	\$71.10
PARADISE BOTTLED WATER CO		4/14-CITYATTORNEY	212425	BOTTLED WATER APRIL	\$7.94
WASHINGTON CITIES INSURANCE AUTHORITY		101109	212486	RENEW NOTARY BOND-HOPKINS	\$50.00
WASHINGTON STATE TREASURER		NOTARY/HOPKINS	212356	RENEW NOTARY LICENSE-HOPKINS	\$30.00
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$29.46
CITY CLERK TOTAL ****					\$362.50
Division:	102	CITY ATTORNEY			
BANK OF AMERICA		TXN00016672	212140	PACER - BANKRUPTCY RECORDS ACC	\$49.68
		TXN00016686		STAPLES - MISC OFFICE SUPPLIES	\$239.39
		TXN00016763		AVANGATE AVS4YOU.COM-RDACT-SW	\$39.00
CITY OF RICHLAND		14-183 KINTZLEY	212340	WCIA CONF/VANCOUVER/KINTZLEY	\$663.68
		14-184 FULTON	212231	WCIA-WAPRO TRNG/LYNNWOOD/FULTO	\$599.19
COLUMBIA INDUSTRIES SUPPORT LLC		153158	212348	SHREDDING SRVCS 4/1/14	\$84.24
		153622		SHREDDING SRVCS 4/17/14	\$69.12



City Of Richland

VL-1 Voucher Listing

From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FULTON, TONI		14-184 FULTON	212242	WCIA-WAPRO TRNG/FULTON	\$3.25
KINTZLEY, HEATHER		14-183 KINTZLEY	212404	WCIA CONF/VANCOUVER/KINTZLEY	\$11.20
MENKE JACKSON LAW FIRM		4/14-067	212414	BEER FALLS-MINERAL RIGHTS	\$4,872.56
PARADISE BOTTLED WATER CO		4/14-CITYATTORNEY	212425	BOTTLED WATER APRIL	\$7.94
PRONTO PROCESS SERVICE INC		2014003088	212436	MESSENGER SERVICES -APRIL	\$40.00
XEROX CORPORATION		073878851	212499	W7855 BASE CHRG/PRINTS-APR	\$29.62
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$46.86
CITY ATTORNEY TOTAL ****					\$6,755.73
Division:	110	ASSISTANT CITY MANAGER			
AYERS, JACKIE		14-237 AYERS	212308	STATE ARCHIVES/ELLENSBURG	\$13.00
BANK OF AMERICA		TXN00016561	212140	SKAMANIA LODGE-NWRGNLCNF-JMA	\$213.81
		TXN00016596		Office Supplies - Annex	\$17.43
		TXN00016622		PBD ICMA PUBS-STRAT-BYOD DEV	\$14.03
		TXN00016663		AWC-LBR-RELS INST_JMA-MAY7-9	\$150.00
		TXN00016673		SPUDNUT SHOP-LDRSHP TM MTG4-11	\$67.58
		TXN00016674		SPUDNUT-LDRSHP TM MTG4-11-CRED	(\$67.58)
		TXN00016695		WALMART-PENS-LRSHP TM4-11	\$35.54
		TXN00016764		BKMRK CAFE-LDRSHPTM-MTG-4-11	\$85.81
INTELLIGENT VIDEO SYSTEMS	P053911	562014	212253	CONF RM TECH UPGRADES-110-119-	\$600.90
PARADISE BOTTLED WATER CO		4/14-CITYATTORNEY	212425	BOTTLED WATER APRIL	\$7.94
XEROX CORPORATION		073878851	212499	W7855 BASE CHRG/PRINTS-APR	\$236.06
				W7855 BASE CHRG/PRINTS-APR	\$29.62
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$30.83
ASSISTANT CITY MANAGER TOTAL ****					\$1,434.97
Division:	111	COMMUNICATIONS & MARKETING			
BANK OF AMERICA		TXN00016457	212140	OFFICE DEPOT -SUPPLIES	\$235.69
		TXN00016472		OFFICE DEPOT CREDIT-SUPPLIES	(\$3.89)
		TXN00016479		OFFICE DEPOT #2766 - Purchase	\$13.26
		TXN00016563		NATOA-CMO	\$123.00
		TXN00016729		PHOTOSHOP TRAINING	\$518.00
		TXN00016750		PHOTOSHOP CREDIT	(\$119.00)
LEAF FUNDING INC DBA		5011455	212408	OCE 9220/6520 PRT SHOP COPIER	\$928.39
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$0.26
				TELEPHONE CHARGES 4/23-5/22	\$11.41
COMMUNICATIONS & MARKETING TOTAL ****					\$1,707.12
Division:	112	CABLE COMMUNICATIONS			
BANK OF AMERICA		TXN00016457	212140	OFFICE DEPOT -SUPPLIES	\$38.98
		TXN00016563		NATOA-CABLE	\$123.00
		TXN00016608		VIMEO.COM-SUBSCRIPTION	\$59.95
		TXN00016680		ALPHA-ADAPTER	\$37.91



City Of Richland

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From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00016725	212140	THE BUNKER-PROPS FOR SOC	\$4.86
		TXN00016727		FRED-MEYER-PROPS FOR SOC	\$9.73
		TXN00016756		CONF CALL-WATOA	\$44.55
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$12.58
CABLE COMMUNICATIONS TOTAL ****					\$331.56
Division:	113	HANFORD COMMUNITIES			
LUNDGREN, REGINA E		RCH-SB-344	212411	SPEAKERS BUREAU	\$240.00
PARADISE BOTTLED WATER CO		4/14-CITYATTORNEY	212425	BOTTLED WATER APRIL	\$3.97
XEROX CORPORATION		073878851	212499	W7855 BASE CHR/PRINTS-APR	\$29.62
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$8.29
HANFORD COMMUNITIES TOTAL ****					\$281.88
Division:	120	FIRE			
ANOVAWORKS	P054010	29476	212305	AUDIOGRAM	\$27.00
	P054010	30259		TB TESTING	\$68.00
	P054010	30336		AUDIOGRAM	\$27.00
	P054010	30521		AUDIOGRAM	\$27.00
BANK OF AMERICA		TXN00016458	212140	WAL-MART - PROMOTIONALS SUPP'S	\$45.00
		TXN00016463		PIZZA HUT - PROMO'S LUNCH	\$143.88
		TXN00016492		BEST BUY - TRNG LASER POINTER	\$54.14
		TXN00016591		UPTOWN SHOE REP - BOOT REPAIR	\$13.05
		TXN00016597		COSTCO - STATION SHREDDER	\$110.04
		TXN00016658		BLM / NIFC - POCKET GUIDES	\$45.66
		TXN00016731		ACE - PEER FTNS RENEWAL (AUST)	\$129.00
CITY OF KENNEWICK		011011	212167	C108-13 FS DESIGN SERVICES	\$7,283.40
CITY OF RICHLAND		14-177A LEONARD	212340	HAZMAT COURSE/CHELAN/LEONARD	\$319.90
		14-178 SABIN		HAZMAT COURSE/CHELAN/SABIN	\$319.90
		14-197 LEONARD	212231	HAZMAT TRNG/CHELAN/LEONARD	\$263.92
		14-198 SABIN		HAZMAT TRNG/CHELAN/SABIN	\$263.92
		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$2,119.08
JT AUTOMOTIVE PARTS INC DBA		306579	212391	AUTO SQUEEGEES	\$88.76
NW AIR & SAFETY		1627	212273	REPAIR COMPRESSOR-ST 72	\$653.54
RICHLAND ACE HARDWARE		207556	212444	BRUSH, HANDLE, PLASTIC PAIL	\$48.70
		207600		WEDGE, OIL	\$62.67
		40909		DESK LAMP, SURGE PROTECTOR	\$35.20
		41310		SAUTE PANS	\$75.79
		41552		KEY RINGS	\$4.98
VERIZON WIRELESS		9723753769	212482	MDT WIRELESS 4/20-5/19	\$336.22
XEROX CORPORATION		072988358	212499	WC3325 ANNUAL BASE CHRGS	\$131.40
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$166.04
FIRE TOTAL ****					\$12,863.19



City Of Richland

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From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 130 POLICE					
101 CLEANERS		4/14-9427360	212292	UNIFORM LAUNDRY SRVCS-APRIL	\$709.55
3M	P053582	SS65685	212293	SRVC-FLDENGRL FIELD ENGINEERING	\$4,873.50
	P053582			INSTALLATION	\$1,732.80
3SI SECURITY SYSTEMS INC	S015635	0000345759	212294	ANNUAL USAGE, \$40/MONTH (PER	\$720.00
	S015635			SHIPPING	\$25.00
	S015635			TAX	\$136.54
	S015635			ESO TRACKER MODEL SC-SNAP CASE	\$450.00
	S015635			ESO TRACKER MODEL SC-SOFT POU	\$450.00
AMERICAN MESSAGING SERVICES LLC		W41007240E	212302	PAGER RENTALS MAY 2014	\$51.77
BAIR ANALYTICS INC		2014-142	212309	UPGRADE TECH SUPPORT LICENSE	\$850.00
BANK OF AMERICA		TXN00016445	212140	THE HOME DEPOT -FERTILIZER	\$48.02
		TXN00016448		PROBUILD NW-LUMBER	\$27.15
		TXN00016462		COSTCO -CITIZEN ACADEMY BBQ	\$191.02
		TXN00016466		SAFEWAY -CITIZENS ACADEMY BBQ	\$27.94
		TXN00016482		ALBERTSONS -CITIZENS ACADEMY BB	\$47.33
		TXN00016490		ALBERTSONS -CITIZENS ACADEMY C	\$34.99
		TXN00016498		LIVE VIEW GPS - SUBSCRIPTION 3	\$251.40
		TXN00016499		FRED-MEYER -DUCT TAPE/CAR CHAR	\$41.11
		TXN00016503		THE HOME DEPOT -SHELVING	\$30.82
		TXN00016508		WAL-MART -CD SLEEVES	\$30.19
		TXN00016509		OFFICE DEPOT -SHARPIE PENS	\$85.69
		TXN00016510		STAPLES - CD SLEEVES/DATER	\$128.18
		TXN00016515		MILITARYBOOTS -BOOTS LUCAS	\$145.99
		TXN00016517		SAFARILAND -HANDGUN BOXES	\$132.64
		TXN00016518		NEWEGG-KEYBOARD/DVD BURNER	\$121.83
		TXN00016533		UPS INV 0000002654EE124	\$114.97
		TXN00016556		EVIDENT -SINGLE USE SWAB KITS	\$87.00
		TXN00016559		RANCH AND HOME-TAYLOR BOOTS	\$303.19
		TXN00016562		SALOMON--BOOTS MATHENY	\$249.09
		TXN00016576		IACA - GROW REGISTRATION	\$450.00
		TXN00016577		HOBBY-LOBBY -SHADOW BOX	\$19.48
		TXN00016580		SANDYS TROPHIES-ENGRAVED NAMEP	\$18.52
		TXN00016583		UPS INV 0000002654EE134	\$44.13
		TXN00016586		OFFICE DEPOT -MULTI USB	\$611.59
		TXN00016594		GRAINGER - ROLLING CABINET	\$197.93
		TXN00016595		NWTC REGISTRATION JENKINS/ARMI	\$350.00
		TXN00016604		NEWEGG - KEYBOARD/MOUSE	\$33.98
		TXN00016606		STAPLES -TONER/PENS/MEMO BOOKS	\$543.23
		TXN00016607		HOBBY-LOBBY -FLORAL WIRE	\$7.56
		TXN00016614		NEWEGG-FLASH DRIVE	\$38.68



City Of Richland

VL-1 Voucher Listing

From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00016618	212140	R & S ARMY-NAVY STORE-CAMO SPR	\$45.67
		TXN00016619		NEWEGG- DVDRW EXT DRIVE	\$46.00
		TXN00016620		ROCKYOURGLOCK-EXT MAG RELEASE	\$22.87
		TXN00016633		DIGITAL INTELLIGENCE - FIREWIR	\$1,130.53
		TXN00016638		COSTCO -SHEPHERD RETIREMENT	\$54.83
		TXN00016644		RANCH AND HOME -M4 MAGS	\$97.41
		TXN00016645		ALBERTSONS -SHEPHERD RETIREMEN	\$10.49
		TXN00016657		STAPLES -TONER/FOLDERS	\$1,285.82
		TXN00016661		MEDIC FIRST AID HSI -INSTRUCTO	\$20.00
		TXN00016664		UPS INV #0000002654EE144	\$36.19
		TXN00016679		Amazon-COMPUTER SWITCH	\$335.71
		TXN00016682		LIBERTY CAR WASH - EXPRESS WAS	\$5.00
		TXN00016687		GLOCKSTORE -CARVER MAGWELL	\$174.76
		TXN00016693		UNITED UNIFORM CO INC - Credit	(\$86.76)
		TXN00016740		SUNWEST SPORTSWEAR -EMBROIDER	\$16.30
		TXN00016752		SANDYS TROPHIES INC -DOOR PLAT	\$108.60
		TXN00016770		AMAZON -SHAREPOINT BOOKS	\$159.39
BARTON, KEVIN		14-050 BARTON	212220	NIA TRNG/VANCOUVER/BARTON	\$18.50
BENTON COUNTY SHERIFF'S OFFICE		2014-253	212315	CELLEBRITE USA ANNUAL LICENSE	\$284.90
BERGER-OLSSON, KEVIN		042814	212221	CRIME SCENE TRNG SUPPLIES	\$10.22
BLUMENTHAL UNIFORM CO	P053835	58941/58941-01	212322	#74273-162 PANT MENS KHAKI TAC	\$162.42
	P053835			SHIPPING	\$24.37
	P053835			#8131-1-04 SHIRT POLO SS NAVY	\$38.93
	P053835	62543		SHIPPING	\$3.79
	P053835			VELCRO NAME TAPE "TAYLOR"	\$12.94
CAR WASH PARTNERS INC DBA		3500034-040314	212331	RPD CAR WASHES-MARCH	\$74.97
CITY OF RICHLAND		14-040 NELSON	212522	HOSTAGE TRNG/SALEM/NELSON	\$669.00
		14-050 BARTON	212231	NIA TRNG/VANCOUVER/BARTON	\$408.00
		14-119 CLARK		JUSTICE CONF/SPOKANE/CLARK	\$201.12
		14-120 JANSEN		JUSTICE CONF/SPOKANE/JANSEN	\$201.12
		14-150 BERGER	212340	WHIAC CONF/SHELTON/BERGER	\$342.10
		14-166 BICKFORD	212231	TRAINING/SPOKANE/BICKFORD	\$122.00
		14-168 FLOHR		TRAINING/SPOKANE/FLOHR	\$122.00
		14-169 WOODHOUSE	212340	TRAINING/SPOKANE/WOODHOUSE	\$122.00
		14-174 CLARK	212231	PNW CONF/LEAVENWORTH/CLARK	\$565.45
		14-175 BENSON		PNW CONF/LEAVENWORTH/BENSON	\$565.45
		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$2,606.14
CLARK, ATHENA		14-119 CLARK	212232	JUSTICE CONF/SPOKANE/CLARK	\$5.00
		14-174 CLARK		PNW CONF/LEAVENWORTH/CLARK	\$55.01
EAGLE PRINTING & GRAPHIC DESIGN INC		39203	212173	IMPRINT SUNGLASSES/RULERS	\$427.34
FAST SIGNS		139-48546	212362	VINYL LETTERS REMOVAL	\$54.15



City Of Richland

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From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FRONTIER	S015733	12/13-2061882614	212177	TELEPHONE CHARGE 12/19/13-1/18	\$115.71
	S015735	4/14-206-188-2614		TELEPHONE CHARGE 4/19/14-5/18/	\$118.85
	S015743	5/14-253-003-5792	212368	TELEPHONE CHARGE 5/7/14 - 6/6/	\$640.02
GRAINGER	S015732	9419735346	212372	VELCRO 5 YD. ITEM #5JE1	\$62.29
	S015732	9423989939		RECLOSABLE BAGS ITEM #5ZW41	\$192.45
HALL CHEVROLET & BUICK		13012	212376	TOW CHARGES-PROSSER	\$771.10
JANSEN, DAMON		14-120 JANSEN	212256	JUSTICE CONF/SPOKANE/JANSEN	\$18.00
LANGUAGE LINE SERVICES LLC		3366846	212407	TRANSLATION SERVICES-APRIL	\$11.66
LYNN PEAVEY COMPANY	P053898	288571	212412	ADJUST FOR TAX	(\$0.01)
	P053898			SHIPPING CHARGES	\$16.25
	P053898			#88896A ZIPR-WELD EVIDENCE TAP	\$141.82
	P053898			#88896B ZIPR-WELD EVIDENCE TAP	\$141.82
MILLER, RYAN		050614	212269	AMMUNITION PURCHASE	\$58.45
NELSON, MATT		14-040 NELSON	212550	HOSTAGE TRNG/SALEM/NELSON	\$68.43
OXARC INC		R268598	212423	OXYGEN TANK RENTAL	\$7.36
PRINT PLUS/PSS RUBBER STAMPS		82836	212433	EVIDENCE TAGS	\$720.82
RECALL SECURE DESTRUCTION SERVICES INC		7346096617	212439	SHREDDING SRVCS-APRIL	\$186.85
RIVER CITY TOWING INC		13233	212451	TOW SERVICE	\$48.74
		13236		TOW SERVICE	\$48.74
		13240		TOW SERVICE	\$48.74
		13248	212193	TOW SERVICE 4/22	\$75.82
		13249		TOW SERVICE 4/23	\$48.74
		13262		TOW SERVICE 4/22	\$97.47
		13263		TOW SERVICE 4/22	\$48.74
SAN DIEGO POLICE EQUIPMENT CO	S015587	612041	212454	FEDERAL .223 55GR FMJ-BT	\$7,551.00
SCHNEIDER, RON		14-069	212194	ICP TRNG/SPOKANE/SCHNEIDER	\$331.84
THE ABY MFG GROUP INC DBA	S015659	0098839-IN	212462	PACKING MATERIALS FEE	\$4.50
	S015659			INSURANCE	\$12.00
	S015659			SHIPPING	\$16.50
	S015659			#154-R BADGE DOME, CARLTONE, B	\$510.00
TIM BUSH MOTOR COMPANY DBA		1048	212467	RPD CAR WASHES-APRIL	\$378.00
TLO LLC		4/14-204527	212468	RECORDS SEARCH-APRIL	\$110.25
TREASURE VALLEY COFFEE CO		100166	212204	RPD COFFEE DELIVERY	\$163.99
WASHINGTON COMMUNICATIONS LLC DBA		559935	212209	RADAR CALIBRATIONS (43)	\$3,274.99
WILLIAMS, MACKENZIE		14-225 WILLIAMS	212579	PT TEST/SEATTLE/WILLIAMS	\$20.00
XEROX CORPORATION		073878800	212499	WCP238 BASE CHRQ	\$255.61
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$6.25
				TELEPHONE CHARGES 4/23-5/22	\$280.55

POLICE TOTAL ****

\$41,576.88

Division: 210 ADMINISTRATIVE SERVICES

BANK OF AMERICA	TXN00016505	212140	EMBASSY-KOCH AWC CONF #14-129	\$189.67
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City Of Richland

VL-1 Voucher Listing

From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00016650	212140	AWC-REG CK-LABOR RELATIONS CON	\$355.00
		TXN00016722		NEWEGG-WRLS ERGO MOUSE & KEYBO	\$91.98
PARADISE BOTTLED WATER CO		4/14-ADMIN SRVCS	212425	BOTTLED WATER APRIL	\$12.95
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$22.57
				TELEPHONE CHARGES 4/23-5/22	\$18.28
ADMINISTRATIVE SERVICES TOTAL ****					\$690.45
Division:	211	FINANCE			
BANK OF AMERICA		TXN00016455	212140	OFFICE DEPOT-FOLDERS	\$23.43
		TXN00016481		STAPLES-BANKERS BOXES	\$156.34
		TXN00016489		STONE SOUP-SANDWICHES/SALAD	\$53.84
		TXN00016513		STAPLES/MAIL CARTS	\$66.44
		TXN00016516		ROUND TABLE-PIZZA/SALAD	\$94.73
		TXN00016544		THE HOME DEPOT - INSULATION	\$79.06
		TXN00016564		OFFICE DEPOT-BINDER COVERS	\$89.08
		TXN00016566		PRINT PLUS-PAYROLL/FINANCE STA	\$17.87
		TXN00016578		THE HOME DEPOT - BLOCKS	\$42.14
		TXN00016654		STAPLES/HEAVY DUTY 3-HOLE PUNC	\$140.78
		TXN00016698		OFFICE DEPOT-RETURN FOLDERS	(\$23.43)
		TXN00016723		NEWEGG-ERGO KEYBOARD & MOUSE	\$91.98
CANON SOLUTIONS AMERICA INC		727835	212330	W3000 MAINT MAR 2014	\$19.56
		737500		W3000 MAINT APR 2014	\$8.22
CITY OF RICHLAND		051314	212521	CASHIER SHORTAGE-ZEPEDA	\$8.85
		052214		CASHIER SHORTAGE-GRIMES	\$5.00
COLLECTORSOLUTIONS INC		2013721	212344	MERCHANT SRVC CHRGS APR 14	\$22,576.17
COLUMBIA INDUSTRIES SUPPORT LLC		153140	212348	SHREDDING SERVICES 4/1/14	\$10.44
GARDA CL NORTHWEST INC		141-046714	212369	ARMORED CAR SRVCS MAY 2014	\$409.09
PARADISE BOTTLED WATER CO		4/14-ADMIN SRVCS	212425	BOTTLED WATER APRIL	\$25.90
				BOTTLED WATER APRIL	\$60.75
REDSSON LTD		187430	212440	PORTAL SERVICE LOCATES-APRIL	\$258.00
RETAIL LOCKBOX INC		1404 4812	212441	UB PYMT PROCESSING APR '14	\$2,146.83
STEEBER'S LOCK SERVICE		2862	212567	DUPLICATE KEYS	\$7.03
WILBURN, AMY		14-223 WILBURN	212577	ARCHIVES TOUR/ELLENSBURG	\$13.00
XEROX CORPORATION		073878805	212499	WC5030 BASE CHRGR-APRIL	\$131.26
		073878809		W5655 BASE CHRGR/PRINTS-APRIL	\$203.83
		074002383		CANCELLATION CHRGS W5655	\$7.65
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$121.26
				TELEPHONE CHARGES 4/23-5/22	\$0.21
				TELEPHONE CHARGES 4/23-5/22	\$58.29
FINANCE TOTAL ****					\$26,903.60
Division:	212	PURCHASING			



City Of Richland

VL-1 Voucher Listing

From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00016501	212140	COSTA VIDA/APPREICATION LUNCH	\$18.25
				COSTA VIDA/APPREICATION LUNCH	\$25.85
		TXN00016623		super rubberbands	\$3.13
		TXN00016629		plasti bands, letter opener	\$37.85
		TXN00016681		envelopes	\$30.70
		TXN00016684		sharp calculator	\$54.14
		TXN00016732		WANIGP MEMBERSHIP S. GRAVES	\$40.00
		TXN00016734		EL RANCHO-PURCH/WHSE MTG-CK-IB	\$30.70
		TXN00016737		WANIGP MEMBERSHIP B. RANEY	\$40.00
		TXN00016746		WANIGP MEMBERSHIP J. DUNCAN	\$40.00
		TXN00016748		WANIGP MEMBERSHIP C ROBINSON	\$40.00
		TXN00016753		PURCHASING STAFF MEMBERSHIP	\$425.00
CANON SOLUTIONS AMERICA INC		728099	212330	W4511 BASE CHR/COPIES	\$207.05
CITY OF RICHLAND		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$695.12
UNITED PARCEL SERVICE	S015739	000986641194	212290	WEEKLY SERVICE CHARGES 05/10/	\$11.30
	S015749	000986641204	212570	WEEKLY SERVICE CHARGES 05/17/	\$22.60
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$54.67
				TELEPHONE CHARGES 4/23-5/22	\$39.55
PURCHASING TOTAL ****					\$1,815.91
Division:	213	INFORMATION TECHNOLOGY			
BANK OF AMERICA		TXN00016450	212140	HILTON HOTEL/CONFIRMATIONFOR S	\$254.76
		TXN00016451		UNITED/PLANE TICKET FOR EP	\$286.00
		TXN00016452		UNITED/PLANE TICKET FOR SG	\$286.00
		TXN00016453		AGENT FEE/ FOR TRIP #14-138 SG	\$35.00
		TXN00016460		AGENT FEE/TRIP #14-137 EP	\$35.00
		TXN00016495		WEBEX.COM -MONTHLY MEETING SW	\$25.99
		TXN00016528		GODADDY.COM - LENGTH OF LICENS	(\$290.23)
		TXN00016563		NATOA-IT	\$123.00
		TXN00016584		DELL-22 LCD MONITORS	\$323.80
		TXN00016587		ESRI INC - INTRO TO GEOPROCESS	\$645.00
		TXN00016593		NEWEGG-CAT 5 CABLES	\$98.60
		TXN00016602		AGENT FEE -TRACY AIRFARE ESRI	\$35.00
		TXN00016603		ALASKA AIR-TRACY ESRI CONFEREN	\$299.50
		TXN00016610		AGENT FEE-DAN WELCH AIRFARE ES	\$35.00
		TXN00016611		ALASKA AIR-DAN AIRFARE ESRI CO	\$403.00
		TXN00016726		NEWEGG-REPLACEMENT HARD DRIVE	\$52.98
		TXN00016736		BZMEDIA.COM - Credit	(\$1,595.00)
CASELLE INC	P053512	57297	212166	CONTRACT SUPPORT & MNTNC FOR 2	\$169.33
CERIUM NETWORKS INC	P053882	039071	212337	CISCO INDOOR WAP PROJECT	\$747.11
	P054007	039232		ENGINEER-REMOTE SYS PROGRAMMIN	\$1,786.95
CITY OF RICHLAND		14-137 PIPKINS	212522	SHAREPOINT/SANFRANCISCO/PIPKIN	\$399.30



City Of Richland

VL-1 Voucher Listing

From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
THE ACTIVE NETWORK INC	P054006	4100078162	212463	CLASS HYBRID- AN MIN:1/1/14-	\$140.16
UNITED PARCEL SERVICE	S015749	000986641204	212570	GROUND PKG TO TELEPLAN INT FOR	\$10.79
VERIZON WIRELESS		9723743859	212482	MOBILE BROADBAND 4/20-5/19	\$40.01
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$228.25
ZAYO GROUP HOLDINGS INC DBA	P053571	5/14-008113	212502	INTERNET ACCESS CHARGES, ANNUA	\$757.49
INFORMATION TECHNOLOGY TOTAL ****					\$5,332.79
Division:	220	HUMAN RESOURCES			
ANOVAWORKS		29627	212138	PRE-EMPLOYMENT PHYSICAL	\$236.00
		30160		PRE-EMPLOYMENT PHYSICAL	\$124.00
		30189		PRE-EMPLOYMENT PHYSICAL	\$630.00
BANK OF AMERICA		TXN00016477	212140	NATL PUBLIC EMPLOYER LA - DUES	\$200.00
		TXN00016484		STAPLES - SUPPLIES FILE FOLDE	\$74.93
		TXN00016519		STAPLES - SUPPLIES TAPE DISPEN	\$53.29
		TXN00016526		STAPLES - TAPE DISPENSER SILVE	\$4.47
		TXN00016536		STAPLES - SUPPLIES STAPLER FOL	\$66.95
		TXN00016552		WAL-MART - MEETING SUPPLIES	\$69.14
		TXN00016574		STONE SOUP - ELT STRATEGY MTG	\$105.33
		TXN00016628		AWC - REGISTRATION JUBB	\$355.00
		TXN00016643		STAPLES - SUPPLIES SHREDDER ST	\$177.79
		TXN00016665		STAPLES - SUPPLIES PAD WASTE P	\$58.41
		TXN00016690		STAPLES - SUPPLIES ELECTRIC ST	\$86.87
		TXN00016743		STAPLES - SUPPLIES SCISSORS JA	\$22.55
		TXN00016749		STAPLES - SUPPLIES JACKET POLY	\$32.75
BUILDERS HARDWARE & SUPPLY CO INC		S33151250.001	212165	KEYCARDS	\$399.30
CANON SOLUTIONS AMERICA INC		725274	212330	N3245 BASE RENT/COPIES	\$185.27
PARKER, RACHELL		2014 MILEAGE	212428	PARKER-MILEAGE 1/6-4/28/14	\$79.52
TALENT WISE INC		91192658	212200	BACKGROUND CHECKS	\$54.00
		91295156		BACKGROUND CHECKS	\$297.66
		91401909		BACKGROUND CHECKS	\$84.00
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$65.90
HUMAN RESOURCES TOTAL ****					\$3,463.13
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
AMERICAN PLANNING ASSOCIATION		029254-1422	212137	2014 APA MEMBERSHIP/KING	\$559.00
BANK OF AMERICA		TXN00016511	212140	TRAVELOCITY.COM - BKING APA AT	\$1,458.28
		TXN00016514		UNITED - BKING APA ATLANTA AIR	\$588.00
		TXN00016700		TRAVELOCITY.COM - BKING ATLANT	(\$641.10)
		TXN00016702		OFFICE DEPOT-TONER-GENERAL OFF	\$117.78
		TXN00016707		UNITED-BKING ATLANTA APA	\$362.00
PARADISE BOTTLED WATER CO		4/14-CITYATTORNEY	212425	BOTTLED WATER APRIL	\$7.94
XEROX CORPORATION		073878851	212499	W7855 BASE CHR/PRINTS-APR	\$29.62



City Of Richland

VL-1 Voucher Listing

From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$18.52
COMMUNITY & DEVELOPMENT SERVICE TOTAL****					\$2,500.04
Division:	301	DEVELOPMENT SERVICES			
BANK OF AMERICA		TXN00016551	212140	CLARION HOTEL - WABO K Rex	\$391.20
		TXN00016553		CLARION HOTEL - WABO DHirsch	\$293.40
		TXN00016626		STAPLES - INK REFILLS	\$5.82
		TXN00016688		STAPLES - LABELS/TONER	\$196.37
BENTON CLEAN AIR AUTHORITY		2ND QTR 2014	212511	2ND QTR 2014 ASSESSMENT PYMT	\$13,957.87
CITY OF RICHLAND		14-170 SOMERS	212522	WSAPT CONF/BELLEVUE/SOMERS	\$417.44
INTERNATIONAL CODE COUNCIL INC		3003592	212386	2014 DUES/0470500/KEVIN REX	\$125.00
STEEBER'S LOCK SERVICE		2846	212567	DUPLICATE KEYS	\$12.89
US BANK EQUIPMENT FINANCE INC		253372809	212572	XEROX 6604 PYMT 6/6-7/5	\$244.80
WASHINGTON CITIES INSURANCE AUTHORITY		MARCH 2014	212486	WCIA DEDUCTIBLE CLAIMS-MARCH	\$1,019.69
WATER SOLUTIONS INC	P053569	8712	212490	DSC (703) BLDG WATER UNIT RENT	\$39.52
	P053569			DSC (703) BLDG WATER UNIT RENT	\$16.25
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$102.24
				TELEPHONE CHARGES 4/23-5/22	\$18.57
DEVELOPMENT SERVICES TOTAL****					\$16,841.06
Division:	302	REDEVELOPMENT			
BANK OF AMERICA		TXN00016465	212140	URBAN LAND INSTITUTE - ULI SPR	\$450.00
		TXN00016475		ALASKA AIR-BMOORE VANCOUVER UL	\$560.15
		TXN00016486		TRAVELOCITY.COM-BMOORE VANCOUV	\$722.59
		TXN00016627		STAPLES - HOUSING FOLDERS	\$51.91
		TXN00016637		URBAN LAND INSTITUTE-BMOORE CO	(\$450.00)
		TXN00016675		INTERNATIONAL TRANSACTION - BM	\$0.33
		TXN00016683		KIMBER CABS - BMOORE VANCOUVER	\$32.58
		TXN00016697		INTERNATIONAL TRANSACTION - BM	\$0.06
		TXN00016713		INTERNATIONAL TRANSACTION -BMO	\$0.04
		TXN00016714		RPS PASCO TRICITIES AP-BMOORE	\$45.00
		TXN00016716		TRANSLINK - BMOORE VANCOUVER B	\$3.66
		TXN00016720		LE SOLEIL HOSPITALITY INC-BMOO	\$5.77
		TXN00016721		WA TRUST FOR HISTORIC PRE -BMO	\$170.00
CITY OF RICHLAND		14-145 MOORE	212340	ULI CONF/VANCOUVER BC/MOORE	\$478.17
MOORE, BRIAN		14-209 MOORE	212418	REVITALIZE WA/WENATCHEE/MOORE	\$84.00
SHANNON & WILSON INC	P053932	7504	212457	INSTALL THREE MONITORING WELLS	\$1,050.66
WASHINGTON STATE UNIVERSITY		2014 INTERNSHIP	212488	2014 ADV INTERNSHIP PROGRAM	\$150.00
XEROX CORPORATION		073878852	212499	W7855 BASE CHR/COPIES	\$436.90
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$5.64
				TELEPHONE CHARGES 4/23-5/22	\$18.23
REDEVELOPMENT TOTAL****					\$3,815.69



City Of Richland

VL-1 Voucher Listing

From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division:	330	PARKS & RECREATION ADMIN			
BANK OF AMERICA		TXN00016494	212140	WATTS CONSTRUCTION INC - Pipe	\$189.53
		TXN00016522		RICHLAND ROOD MART - FUEL	\$37.93
		TXN00016539		ARCO UNION GAP 82762 - FUEL	\$52.02
		TXN00016548		NORTH BEND BAR & GRILL - LUNCH	\$42.02
ENTERPRISE RENT A CAR		4/14-45WA423	212237	14-199 SCHIESSL-RENTAL CAR	\$62.71
PARKS & RECREATION ADMIN TOTAL ****					\$384.21
Division:	331	PARKS & REC - RECREATION			
BANK OF AMERICA		TXN00016525	212140	WAL-MART #3261 - Frames	\$8.66
		TXN00016529		WAL-MART #3261 - Return Frames	(\$17.33)
		TXN00016540		ORIENTAL TRADING CO - Morning	\$97.99
		TXN00016541		TPC ONLINE FOOD CARDS -Health	\$10.00
		TXN00016547		LET'S PARTY - Balloons for Mr	\$32.47
		TXN00016636		WM SUPERCENTER - Candy for Mr	\$235.85
		TXN00016652		DOLRTREE - Prizes/Supplies for	\$42.24
		TXN00016671		ALBERTSONS - Candy for Mr Bunn	\$52.97
		TXN00016696		TARGET - Prizes for Mr Bunny	\$46.76
		TXN00016704		WM SUPERCENTER - Supplies for	\$102.20
CAMARENA, DANA		SC08-006/APR'14	212329	SALSA INSTRUCTOR-APRIL 2014	\$914.07
CITY OF RICHLAND		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$721.95
FRONTIER	S015733	12/13-2061882614	212177	TELEPHONE CHARGE 12/19/13-1/18	\$271.98
	S015735	4/14-206-188-2614		TELEPHONE CHARGE 4/19/14-5/18/	\$302.63
MID COLUMBIA ENGINEERING INC	P053647	ST006439	212415	RP2 FITNESS INSTRUCTOR	\$289.05
MILESTONES ATHLETIC SUPPLY INC		80804	212268	REFEREE WHISTLES/ICE PACKS	\$85.56
		80805		T-BALLS/BASES/HELMETS/BATS	\$1,716.56
		80964		BATTING TEES	\$74.73
SCOTT, TAIFEI		C13-054/APR 2014	212456	ZUMBA INSTRUCTOR-APRIL 2014	\$98.87
TALENT WISE INC		91401909	212200	BACKGROUND CHECKS	\$336.00
XEROX CORPORATION		073878850	212499	W7855 BASE CHRG/PRINTS-APRIL	\$171.17
				W7855 BASE CHRG/PRINTS-APRIL	\$231.35
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$87.72
				TELEPHONE CHARGES 4/23-5/22	\$5.64
				TELEPHONE CHARGES 4/23-5/22	\$33.86
PARKS & REC - RECREATION TOTAL ****					\$5,952.95
Division:	335	PARKS & REC - PARKS&FACILITIES			
ABM JANITORIAL NORTHWEST		6594970	212504	JANITORIAL SRVCS MAY 2014	\$2,838.34
				JANITORIAL SRVCS MAY 2014	\$432.80
				JANITORIAL SRVCS MAY 2014	\$2,008.43
				JANITORIAL SRVCS MAY 2014	\$2,229.85
				JANITORIAL SRVCS MAY 2014	\$478.09



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From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
APPLIED INDUSTRIAL TECH INC		7002184510	212306	BEARINGS	\$233.15
ARAMARK UNIFORM SERVICES INC	S015744	4/14-934962000	212307	LINEN CHARGES FOR APRIL, 2014	\$387.60
BANK OF AMERICA		TXN00016524	212140	EXXONMOBIL - FUEL	\$41.53
		TXN00016527		WINGATE BY WYNDHAM SPOKAN - HO	\$100.56
		TXN00016538		STAPLES - BINDERS	\$38.86
		TXN00016545		THE HOME DEPOT - Plywood	\$41.12
		TXN00016549		BC SALES - RAINSUIT	\$18.41
		TXN00016565		TARGET - BINDER	\$4.51
		TXN00016582		THE HOME DEPOT - PLYWOOD	\$44.91
		TXN00016639		HOMEDEPOT.COM - WET DRY VAC	\$107.22
		TXN00016647		AMAZON MKTPLACE PMTS - ROTARY	\$875.00
		TXN00016649		LES SCHWAB TIRES - TIRE	\$13.89
		TXN00016653		PROBUILD NORTHWEST - 2X4 STUD	\$487.78
		TXN00016666		COLUMBIA GRAIN & FEEDS - HONDA	\$34.73
		TXN00016694		NW CONSTRUCTION SUPPLY - Orang	\$107.35
		TXN00016717		THE HOME DEPOT - LANDSCAPE FAB	\$173.22
		TXN00016718		THE HOME DEPOT - ROLLER COVER	\$41.85
		TXN00016724		IN PERFECTION PITTSBURGH - Po	\$1,739.12
		TXN00016739		AMAZON/HOSE REELS	\$200.16
		TXN00016751		JT AUTOMOTIVE PARTS IN - POWER	\$13.91
		TXN00016757		MASTER TOOL REPAIR INC - SHIPP	\$23.48
		TXN00016758		ACE HARDWARE -WASTE BASKET, CL	\$30.26
		TXN00016759		GRIGGS ACE HARDWARE - PRUNER	\$45.20
BASIN SOD INC		237414	212510	SOD	\$108.47
BEAVER BARK & ROCK		600252	212163	SOD	\$158.10
		610049		SOD	\$32.49
BOYD'S TREE SERVICE LLC		3327	212324	TREE REMOVAL SRVCS 4/21-4/24	\$5,475.73
BUILDERS HARDWARE & SUPPLY CO INC		S3319378.001	212327	ACCESS CONTROL SERVICE CALL	\$452.09
		S3322747.001	212165	ACCESS CONTROL SERVICE CALL	\$238.22
CITY OF RICHLAND		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$311.00
				CITY UTILITY BILLS/APR 2014	\$329.01
				CITY UTILITY BILLS/APR 2014	\$325.70
				CITY UTILITY BILLS/APR 2014	\$322.05
				CITY UTILITY BILLS/APR 2014	\$298.25
				CITY UTILITY BILLS/APR 2014	\$313.75
				CITY UTILITY BILLS/APR 2014	\$15,516.05
				CITY UTILITY BILLS/APR 2014	\$307.65
				CITY UTILITY BILLS/APR 2014	\$337.35
				CITY UTILITY BILLS/APR 2014	\$1,105.42
				CITY UTILITY BILLS/APR 2014	\$304.15
				CITY UTILITY BILLS/APR 2014	\$2,988.11



City Of Richland

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From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$2,700.60
				CITY UTILITY BILLS/APR 2014	\$2,164.45
				CITY UTILITY BILLS/APR 2014	\$2,077.55
				CITY UTILITY BILLS/APR 2014	\$1,727.35
				CITY UTILITY BILLS/APR 2014	\$1,640.78
				CITY UTILITY BILLS/APR 2014	\$1,241.30
				CITY UTILITY BILLS/APR 2014	\$1,168.02
				CITY UTILITY BILLS/APR 2014	\$857.98
				CITY UTILITY BILLS/APR 2014	\$1,063.62
				CITY UTILITY BILLS/APR 2014	\$1,052.96
				CITY UTILITY BILLS/APR 2014	\$984.45
				CITY UTILITY BILLS/APR 2014	\$969.81
				CITY UTILITY BILLS/APR 2014	\$947.10
				CITY UTILITY BILLS/APR 2014	\$905.48
				CITY UTILITY BILLS/APR 2014	\$903.99
				CITY UTILITY BILLS/APR 2014	\$1,428.05
				CITY UTILITY BILLS/APR 2014	\$25.00
				CITY UTILITY BILLS/APR 2014	\$77.78
				CITY UTILITY BILLS/APR 2014	\$29.82
				CITY UTILITY BILLS/APR 2014	\$28.40
				CITY UTILITY BILLS/APR 2014	\$27.16
				CITY UTILITY BILLS/APR 2014	\$26.70
				CITY UTILITY BILLS/APR 2014	\$31.04
				CITY UTILITY BILLS/APR 2014	\$25.66
				CITY UTILITY BILLS/APR 2014	\$31.10
				CITY UTILITY BILLS/APR 2014	\$24.72
				CITY UTILITY BILLS/APR 2014	\$22.60
				CITY UTILITY BILLS/APR 2014	\$20.50
				CITY UTILITY BILLS/APR 2014	\$19.44
				CITY UTILITY BILLS/APR 2014	\$19.12
				CITY UTILITY BILLS/APR 2014	\$18.43
				CITY UTILITY BILLS/APR 2014	\$25.85
				CITY UTILITY BILLS/APR 2014	\$308.96
				CITY UTILITY BILLS/APR 2014	\$76.11
				CITY UTILITY BILLS/APR 2014	\$67.50
				CITY UTILITY BILLS/APR 2014	\$61.63
				CITY UTILITY BILLS/APR 2014	\$54.99
				CITY UTILITY BILLS/APR 2014	\$54.98
				CITY UTILITY BILLS/APR 2014	\$30.10
				CITY UTILITY BILLS/APR 2014	\$48.03
				CITY UTILITY BILLS/APR 2014	\$15.61



City Of Richland

VL-1 Voucher Listing

From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$41.15
				CITY UTILITY BILLS/APR 2014	\$39.45
				CITY UTILITY BILLS/APR 2014	\$35.88
				CITY UTILITY BILLS/APR 2014	\$33.85
				CITY UTILITY BILLS/APR 2014	\$33.50
				CITY UTILITY BILLS/APR 2014	\$31.56
				CITY UTILITY BILLS/APR 2014	\$263.40
				CITY UTILITY BILLS/APR 2014	\$470.15
				CITY UTILITY BILLS/APR 2014	\$570.69
				CITY UTILITY BILLS/APR 2014	\$564.55
				CITY UTILITY BILLS/APR 2014	\$548.53
				CITY UTILITY BILLS/APR 2014	\$536.50
				CITY UTILITY BILLS/APR 2014	\$530.55
				CITY UTILITY BILLS/APR 2014	\$16.59
				CITY UTILITY BILLS/APR 2014	\$471.75
				CITY UTILITY BILLS/APR 2014	\$632.30
				CITY UTILITY BILLS/APR 2014	\$458.41
				CITY UTILITY BILLS/APR 2014	\$455.34
				CITY UTILITY BILLS/APR 2014	\$445.60
				CITY UTILITY BILLS/APR 2014	\$436.81
				CITY UTILITY BILLS/APR 2014	\$427.54
				CITY UTILITY BILLS/APR 2014	\$388.35
				CITY UTILITY BILLS/APR 2014	\$471.85
				CITY UTILITY BILLS/APR 2014	\$762.70
				CITY UTILITY BILLS/APR 2014	\$52.33
				CITY UTILITY BILLS/APR 2014	\$13.81
				CITY UTILITY BILLS/APR 2014	\$11.28
				CITY UTILITY BILLS/APR 2014	\$10.29
				CITY UTILITY BILLS/APR 2014	\$9.70
				CITY UTILITY BILLS/APR 2014	\$6.29
				CITY UTILITY BILLS/APR 2014	\$576.75
				CITY UTILITY BILLS/APR 2014	\$816.48
				CITY UTILITY BILLS/APR 2014	\$624.00
				CITY UTILITY BILLS/APR 2014	\$753.74
				CITY UTILITY BILLS/APR 2014	\$706.95
				CITY UTILITY BILLS/APR 2014	\$669.92
				CITY UTILITY BILLS/APR 2014	\$649.05
				CITY UTILITY BILLS/APR 2014	\$640.15
				CITY UTILITY BILLS/APR 2014	\$16.28
				CITY UTILITY BILLS/APR 2014	(\$61.44)
				CITY UTILITY BILLS/APR 2014	\$157.08



City Of Richland

VL-1 Voucher Listing

From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$178.96
				CITY UTILITY BILLS/APR 2014	\$178.74
				CITY UTILITY BILLS/APR 2014	\$174.28
				CITY UTILITY BILLS/APR 2014	\$173.43
				CITY UTILITY BILLS/APR 2014	\$46.25
				CITY UTILITY BILLS/APR 2014	\$131.29
				CITY UTILITY BILLS/APR 2014	\$81.66
				CITY UTILITY BILLS/APR 2014	\$194.55
				CITY UTILITY BILLS/APR 2014	\$156.01
				CITY UTILITY BILLS/APR 2014	\$149.73
				CITY UTILITY BILLS/APR 2014	\$146.05
				CITY UTILITY BILLS/APR 2014	\$137.60
				CITY UTILITY BILLS/APR 2014	\$136.87
				CITY UTILITY BILLS/APR 2014	\$133.35
				CITY UTILITY BILLS/APR 2014	\$160.15
				CITY UTILITY BILLS/APR 2014	\$212.40
				CITY UTILITY BILLS/APR 2014	\$260.64
				CITY UTILITY BILLS/APR 2014	\$253.15
				CITY UTILITY BILLS/APR 2014	\$251.80
				CITY UTILITY BILLS/APR 2014	\$250.00
				CITY UTILITY BILLS/APR 2014	\$236.33
				CITY UTILITY BILLS/APR 2014	\$234.12
				CITY UTILITY BILLS/APR 2014	\$190.89
				CITY UTILITY BILLS/APR 2014	\$220.90
				CITY UTILITY BILLS/APR 2014	\$193.63
				CITY UTILITY BILLS/APR 2014	\$208.49
				CITY UTILITY BILLS/APR 2014	\$207.45
				CITY UTILITY BILLS/APR 2014	\$206.53
				CITY UTILITY BILLS/APR 2014	\$197.10
				CITY UTILITY BILLS/APR 2014	\$194.85
				CITY UTILITY BILLS/APR 2014	\$158.00
				CITY UTILITY BILLS/APR 2014	\$228.55
				CITY UTILITY BILLS/APR 2014	\$107.45
				CITY UTILITY BILLS/APR 2014	\$84.52
				CITY UTILITY BILLS/APR 2014	\$85.90
				CITY UTILITY BILLS/APR 2014	\$86.59
				CITY UTILITY BILLS/APR 2014	\$91.85
				CITY UTILITY BILLS/APR 2014	\$94.26
				CITY UTILITY BILLS/APR 2014	\$95.00
				CITY UTILITY BILLS/APR 2014	\$102.78
				CITY UTILITY BILLS/APR 2014	\$163.95



City Of Richland

VL-1 Voucher Listing

From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$106.37
				CITY UTILITY BILLS/APR 2014	\$130.10
				CITY UTILITY BILLS/APR 2014	\$108.50
				CITY UTILITY BILLS/APR 2014	\$110.24
				CITY UTILITY BILLS/APR 2014	\$115.65
				CITY UTILITY BILLS/APR 2014	\$129.87
				CITY UTILITY BILLS/APR 2014	\$118.05
				CITY UTILITY BILLS/APR 2014	\$117.81
				CITY UTILITY BILLS/APR 2014	\$117.85
				CITY UTILITY BILLS/APR 2014	\$111.40
COLUMBIA ELECTRIC SUPPLY	S015671	5858-715720	212347	PROGRAMMER, LCD DISPL NUM KEYP	\$204.69
	S015671			240V AC DRIVE, FOR ALLEN-BRADL	\$3,885.80
COMPLETE CLEANING SYSTEMS		4728	212170	MACHINE SCRUB WAREHOUSE FLOOR	\$175.00
DEPARTMENT OF LABOR & INDUSTRIES		158483	212172	ELEVATOR VIOLATION PENALTY FEE	\$114.10
EFC EQUIPMENT LLC		24964	212527	CHAINSAW	\$346.55
FARMERS EXCHANGE		120827	212174	FLANGED BALL/WHEEL KIT	\$21.34
		121563	212361	REPAIR BACKPACK BLOWER	\$79.44
		39803		EDGER	\$467.85
FERGUSON ENTERPRISES INC		2906936	212365	CONTROL VALVE METER	\$393.63
		2927050		WATER FILTER	\$119.16
FRONTIER	S015733	12/13-2061882614	212177	TELEPHONE CHARGE 12/19/13-1/18	\$24.98
	S015733			TELEPHONE CHARGE 12/19/13-1/18	\$955.13
	S015735	4/14-206-188-2614		TELEPHONE CHARGE 4/19/14-5/18/	\$966.65
	S015735			TELEPHONE CHARGE 4/19/14-5/18/	\$27.77
GLOBAL TOWER LLC	P053974	401557104	212371	BADGER MTN CELL TOWER RENTAL 2	\$604.46
GRAINGER	S015732	9417802569	212372	MELT BLOWN CARTRIDGE ITEM #4RP	\$85.12
IRRIGATION SPECIALISTS INC		1106013-01	212183	PVC COUPLINGS	\$145.19
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		780489	212402	PVC SPEARS	\$18.11
		801758		SS 36" SUPPLY LINE	\$4.29
		804444		POP-UP SPRAY BODIES	\$22.78
		805088	212542	DELTA FAUCET	\$200.36
	S015726	805334	212402	SOLENOID R/B PGA/PEB SERIES BL	\$55.19
	S015726	806451		R/B DIAPH ASSY 200	\$534.41
	S015726	807663		HUNTER SPRAY POP UP/NOZZLE	\$226.89
	S015726	807758		BUSHING BRASS / BALL VALVE	\$22.50
	S015726	807772		CEMENT PVC/ELLBOW PVC	\$8.14
	S015726	808484R		CONTROL MOD / TRANSMITTER / PO	(\$358.58)
NORTH COAST ELECTRIC COMPANY		S5655331.001	212551	SALZER CAM SWITCH	\$92.94
NORTHWEST SHADE TREES LLC	P053949	1110	212187	CAPITAL 2.5 INCH CALIPER	\$1,033.18
	P053949			FREIGHT CHARGES	\$655.00
	P053949			STERLING 3.5 INCH CALIPER	\$1,223.79



City Of Richland

VL-1 Voucher Listing

From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
OXARC INC		R268562	212553	CO2 LIQUID	\$181.29
		R268565		CO2 LIQUID/GEORGE PROUT POOL	\$95.85
PRO BUILD COMPANY LLC		71446101	212434	LUMBER 4X6'S	\$17.27
		71446128		5/8" PLYWOOD	\$39.79
REXEL INC DBA		E199000	212191	GFCI OUTLET	\$31.03
RICHLAND ACE HARDWARE		207386	212444	DOOR HOLE COVE, DOOR BOTTOM	\$22.27
		207466		PVC, QUIKRITE SAND	\$15.09
		207503		NIPPLE, COUPLINGS	\$90.76
		207504		HOSE, KEY STEM 4WAY	\$32.47
	S015724	207522		QWIK FIX/HAND SAW/PIPE PVC	\$45.98
	S015724	207540		ACE QUICK SET EPOXY/SPREADERS	\$13.52
	S015724	207543		COUPLE QWIK/CEMENT/PRIMER PVC	\$103.49
		207545		BOLT CUTTER	\$29.23
	S015724	207547		PLASTIC 18OZ CUP - ARBOR DAY	\$4.32
	S015724	207574		CAMO SUNGLASSES	\$10.82
	S015724	207581		TEE/BUSHINGS/QWIK FIX COUPLING	\$70.48
		207610		GOPHOR TRAPS	\$21.64
		40802		FOAM, RUBBER SPRING	\$11.13
		40961		GALVANIZED NIPPLE	\$4.09
		41026	212563	SPRAYPAINT	\$9.73
		41078	212444	RISER, PVC ELBOW	\$10.82
		41091		PVC NIPPLES	\$6.99
		41092		PRIMER, PVC CEMENT, ELBOW	\$26.41
		41099		BUSHINGS, ADAPTERS	\$19.14
		41100		BACKPACK SPRAYER, GLUE	\$141.26
		41111		GARDEN SOIL	\$4.32
		41123		QUIK FIX COUPLERS	\$76.83
		41136		PVC ELBOW, NIPPLE, COUPLERS	\$165.09
		41152		PRUNERS	\$58.46
		41156		NIPPLE, HEX BUSHING	\$15.35
		41166		NIPPLE, BUSHINGS	\$19.34
		41167		BATTERY	\$9.74
	S015724	41177		FILE FLAT CARD/NIPPLES GALV	\$37.42
		41201		PVC, COUPLE, ELBOW	\$14.22
		41205		GALVANIZED NIPPLE/ELBOW	\$29.61
		41219		ELBOW GALVANIZED PIPE	\$7.02
	S015724	41221		COUPLE SCH40 PVC	\$8.07
	S015724	41227		VALVE BALL/UNION SCH40 PVC/NIP	\$115.79
	S015724	41228		ELBOW GLV 1"	\$19.45
	S015724	41232		FASTENERS	\$1.95
		41242		HOLE SAW	\$56.27



City Of Richland

VL-1 Voucher Listing

From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE	S015724	41243	212444	NOZZLE/FLEX ASBLY	\$45.35
		41250		AIR GAP	\$7.03
	S015724	41254		NIPPLE/ELBOW	\$5.17
	S015724	41266		SUPPLIES FOR COLUMBIA PLAYFIEL	\$104.81
	S015724	41272		POOL PACE CHLORTABS	\$30.31
	S015724	41290		REEL STRINGLINER/WHEEL CUT/TUR	\$23.24
	S015724	41294		UNION PVC SCH40	\$7.03
	S015724	41328		RAKE	\$18.40
	S015724	41330		TIES/PLIER 6"	\$63.83
	S015724	41332		NIPPLES/BUSHINGS	\$71.98
	S015724	41343		ELBOW PVC 40/NIPPLES	\$44.67
	S015724	41344		COUPLE SCH40/NIPPLES	\$12.89
	S015724	41348		COUPLE 1" SCH40/QWIK FIX	\$15.34
		41387		GREASE GUN, HOSE, GREASE	\$48.14
		41447		PAINT, TRAY	\$50.85
		41455		ADAPTER	\$2.48
		41466		UTILITY BLADE/KNIFE	\$18.38
	S015724	41471		ELBOWS	\$7.02
		41472		DRILL BIT	\$7.56
		41489		PVC, NIPPLE, PLUG, ADAPTER	\$16.88
		41498		TURF BUILDER	\$21.65
STEEBER'S LOCK SERVICE		2792	212567	U SCAN ENTRIES	\$314.07
		2794		U SCAN ENTRIES	\$314.07
		2818		LOCK	\$15.70
		2842		12 MASTER LOCKS	\$181.29
STONEWAY ELECTRIC SUPPLY		S100844051.001	212198	BALLAST	\$28.48
		S100845000.001		WALLMOUNT LIGHT	\$192.96
		S100847616.001	212459	LEVITON LAMPHOLDERS	\$44.57
	S015728	S100853949.001		HUNT-DIMMING 3.7 AMPS	\$349.24
	S015728	S1008570492.001		9-1.0 CORD	\$9.68
	S015728	S100859608.001		PENDANT STATION/PUSHBUTTON	\$966.92
		S100859608.002		TOGGLE SWITCH	\$42.00
		S100861562.001		120V PHOTO CONTROL	\$9.13
		S100863440.001		WING WIRE NUTS	\$14.43
		S100864344.001		FLUORESCENT LAMPS	\$41.29
TACOMA SCREW PRODUCTS INC		22094070	212568	DRILL SET	\$102.76
		22094581		GEAR PULLER	\$87.43
THE SHERWIN WILLIAMS CO		8060-0	212202	PAINT	\$41.54
THERMAL SUPPLY INC	S015710	5651446	212466	ICE MACHINE FOR STATION 73,	\$2,309.04
WALLA WATER INC DBA		12657	212208	SECURITY GATE SERVICE CALL	\$585.36
WESMAR COMPANY INC		203446	212494	CHEMICALS	\$8,156.35



City Of Richland

VL-1 Voucher Listing

From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESTERN CONCRETE ACCESSORIES	S015715	20649	212495	LARGE SOLID COLOR STAIN KIT,	\$693.12
	S015715			LARGE SOLID COLOR STAIN KIT,	\$1,386.24
	S015715			LARGE SOLID COLOR STAIN KIT, R	\$831.74
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$89.04
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$118,480.31
Division: 900 NON-DEPARTMENTAL					
DEPARTMENT OF HUMAN SERVICES		1ST QTR 2014	212354	1ST QTR LIQUOR TAXES & PROFITS	\$2,587.91
WASHINGTON CITIES INSURANCE AUTHORITY		APRIL 2014	212486	WCIA DEDUCTIBLE CLAIMS-APRIL	\$9,769.54
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$39.49
NON-DEPARTMENTAL TOTAL ****					\$12,396.94
GENERAL FUND Total ***					\$503,103.28
FUND 101 CITY STREETS					
Division: 401 STREETS MAINTENANCE					
ANOVAWORKS		30160	212138	RESPIRATOR FIT TEST	\$60.00
BANK OF AMERICA		TXN00016728	212140	DELL-MONITORS & SOUND BARS	\$856.86
BC SALES CO INC		B313834	212310	WORK BOOTS-PEREZ	\$213.46
BENTON PUD		5/14-72866300000	212513	WYE LIGHTS-BADGER REPEATER	\$54.82
CITY OF RICHLAND		14-200 LEE	212231	LTAP ACADEMY/MOSES LAKE/LEE	\$391.86
		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$78.84
				CITY UTILITY BILLS/APR 2014	\$874.98
FRONTIER	S015733	12/13-2061882614	212177	TELEPHONE CHARGE 12/19/13-1/18	\$59.22
	S015733			TELEPHONE CHARGE 12/19/13-1/18	\$24.98
	S015735	4/14-206-188-2614		TELEPHONE CHARGE 4/19/14-5/18/	\$27.78
	S015735			TELEPHONE CHARGE 4/19/14-5/18/	\$59.34
GLOBAL TOWER LLC	P053974	401557104	212371	BADGER MTN CELL TOWER RENTAL 2	\$386.86
HERTZ EQUIPMENT RENTAL CORP		27411291-001	212383	LIQUID PROPANE	\$92.66
		27414661-001		LIQUID PROPANE	\$199.27
		27417979-001		LIQUID PROPANE	\$99.64
RICHLAND ACE HARDWARE		207611	212444	CLEANER	\$3.78
		207633		SPRAYERS	\$47.62
		207636		PUNCH, HEX WRENCH	\$22.72
		41397		QWIK FIX/CEMENT	\$14.70
STONEWAY ELECTRIC SUPPLY		S100864277.001	212459	CONNECTORS/PLUGS	\$146.11
		S100864277.003		CONNECTORS/PLUGS	\$315.77
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$22.57
STREETS MAINTENANCE TOTAL ****					\$4,053.84
Division: 402 ARTERIAL STREETS					
A & B ASPHALT INC	P051382	C75-12/RETAINAGE	212135	212 GWW OVERLAY - ROADWAY -	\$54,851.84
APOLLO INC	P052237	C22-13/PYMT 13	212139	HANFORD REACH INTERPRETIVE CEN	\$28,407.27



City Of Richland

VL-1 Voucher Listing

From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
APOLLO INC	P052237	C22-13/PYMT 13	212139	C/O #3 SOLAR ARCH FOOTING & ST	\$8,014.56
	P052237			C/O #4 6" 90 DEGREE BEND, 1"	\$2,479.57
	P052237			C/O #5 CLAIMS SETTLEMENT	\$116,389.70
BERGER ABAM ENGINEERS INC	P052423	306123	212319	AMENDMENT #1	\$5,202.71
GOODMAN & MEHLENBACHER ENTERPRISES INC	P052896	C83-13/PYMT 3	212245	C/O #3 OVERAGE OF CONTRACT	\$1,425.00
IMT INC		5397	212534	HANFORD REACH TESTING M13096	\$860.00
POW CONTRACTING	P054001	C31-13	212431	COULUMBIA PARK LIFT STATION -	\$6,412.00

ARTERIAL STREETS TOTAL **** \$224,042.65

CITY STREETS Total *** \$228,096.49

FUND 110

LIBRARY

Division:

303

LIBRARY

ADAMS, LISA M	14-214 ADAMS	212297	WLA AWARDS/WENATCHEE/ADAMS	\$145.60
BANK OF AMERICA	TXN00016444	212140	RECORDED BOOKS	\$162.12
	TXN00016454		INGRAM BOOKS	\$822.07
	TXN00016459		NEWSBANK INC TRI CITY HERALD F	\$6,344.00
	TXN00016461		INGRAM BOOKS	\$217.20
	TXN00016464		ENVELOPES & THERMAL ROLLS	\$427.59
	TXN00016467		OVERDRIVE DIGITAL BOOKS	\$991.52
	TXN00016478		INGRAM BOOKS	\$334.61
	TXN00016480		INGRAM BOOKS	\$328.60
	TXN00016488		MESSAGE SERVICE	\$62.05
	TXN00016496		INGRAM BOOKS	\$380.68
	TXN00016502		AMAZON BOOKS	\$24.27
	TXN00016504		DVD SECURITY CASES	\$371.96
	TXN00016506		INGRAM BOOKS	\$150.61
	TXN00016512		BOOK MARKS & POSTER	\$34.00
	TXN00016521		POSTAGE	\$5.38
	TXN00016530		INGRAM BOOKS	\$53.86
	TXN00016531		OMNIGRAPHICS BOOKS	\$187.78
	TXN00016532		MEETING SUPPLIES	\$14.00
	TXN00016537		MEETING SUPPLIES	\$60.88
	TXN00016558		AMAZON BOOKS	\$17.00
	TXN00016560		INFORMATION TODAY BOOK	\$404.00
	TXN00016571		INGRAM BOOKS	\$395.77
	TXN00016592		INGRAM BOOKS	\$129.24
	TXN00016599		INGRAM BOOKS	\$133.12
	TXN00016605		INGRAM BOOKS	\$80.11
	TXN00016613		ANT KILLER	\$14.06
	TXN00016624		THERMAL ROLLS	\$101.82
	TXN00016625		INGRAM BOOKS	\$61.37



City Of Richland

VL-1 Voucher Listing

From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00016631	212140	INGRAM BOOKS	\$178.10
		TXN00016634		INGRAM BOOKS	\$330.57
		TXN00016640		INGRAM BOOKS	\$47.37
		TXN00016642		INGRAM BOOKS	\$1,126.30
		TXN00016655		INGRAM BOOKS	\$169.20
		TXN00016662		INGRAM BOOKS	\$17.54
		TXN00016685		OVERDRIVE DIGITAL BOOKS	\$667.47
		TXN00016689		INGRAM BOOKS	\$96.05
		TXN00016691		OVERDRIVE DIGITAL BOOKS	\$819.76
		TXN00016692		SQ 505 PHOTO STUDIO - Credit	(\$150.00)
		TXN00016703		INGRAM BOOKS	\$155.37
		TXN00016710		INGRAM BOOKS	\$867.36
		TXN00016733		INGRAM BOOKS	\$239.89
		TXN00016738		RECORDED BOOKS	\$7.53
		TXN00016744		RECORDED BOOKS	\$4,733.30
		TXN00016755		OVERDRIVE DIGITAL BOOKS	\$86.93
		TXN00016766		INGRAM BOOKS	\$1,009.86
		TXN00016767		INGRAM BOOKS	\$199.75
		TXN00016768		BAKER & TAYLOR BOOKS	\$37.10
		TXN00016773		BAKER & TAYLOR BOOKS	\$82.21
BIBLIOTHECA ITG LLC		S10005331/5340	212320	ANNUAL SUPPORT-MAINTENANCE	\$6,769.77
CITY OF RICHLAND		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$3,376.22
COLUMBIA INDUSTRIES SUPPORT LLC		153007	212524	SHREDDING SRVCS 3/26/14	\$82.08
ENTERPRISE RENT A CAR		4/14-45WA423	212237	14-029 MCMAKIN-RENTAL CAR	\$190.51
FRONTIER	S015738	5/14-509-943-3152	212368	TELEPHONE CHARGE 5/4/14 - 6/3/	\$401.88
PROQUEST LLC		US1644468/2014	212557	ANCESTRY DATABASE RENEWAL	\$2,301.38
UNIVERSITY OF WISCONSIN-MADISON		2450126	212477	INTERLIBRARY LOAN #114735636	\$20.00
		2459321		INTERLIBRARY LOAN #115713189	\$20.00
		701747604	212499	W5225 BASE CHRG/PRINTS	\$617.34
XEROX CORPORATION		701747605		W5225 BASE CHRG/PRINTS	\$357.02
		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$137.48

LIBRARY TOTAL ****

\$37,450.61

LIBRARY Total ***

\$37,450.61

FUND 112

INDUSTRIAL DEVELOPMENT FUND

Division:

305

ECONOMIC DEVELOPMENT

BANK OF AMERICA

TXN00016715

212140

Expo Ease Inc -ICSC LAS VEGAS

\$180.53

TXN00016754

ALASKA AIR-TRIP#14-192-RECON

\$663.00

TXN00016760

BALLY'S HOTEL ADV DEP - ICSC L

\$128.80

TXN00016761

TRAVELOCITY.COM-RECON-CJ

\$9.99

TXN00016765

BALLY'S HOTEL-ADV-DEP-RECON-CJ

\$128.80



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$692.65
PARADISE BOTTLED WATER CO		4/14-CITYATTORNEY	212425	BOTTLED WATER APRIL	\$11.91
RGW ENTERPRISES PC	P053800	4/14-CWTT	212192	2014 PROFESSIONAL SERVICES C13	\$5,819.80
	P053800	4/14-HORN RAPIDS		2014 PROFESSIONAL SERVICES C13	\$190.00
	P053800	4/14-POLAR 2		2014 PROFESSIONAL SERVICES C13	\$3,060.00
	P053800	4/14-SI STEEL	212443	2014 PROFESSIONAL SERVICES C13	\$2,261.90
	P053800	4/14-TIEGS	212192	2014 PROFESSIONAL SERVICES C13	\$190.00
XEROX CORPORATION		073878851	212499	W7855 BASE CHRNG/PRINTS-APR	\$29.62
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$25.13
ECONOMIC DEVELOPMENT TOTAL ****					\$13,392.13
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
BANK OF AMERICA		TXN00016471	212140	THE HOME DEPOT - landscape fab	\$434.58
		TXN00016546		THE HOME DEPOT - Landscape Fab	\$541.31
		TXN00016616		THE HOME DEPOT - Llandscape Fa	\$519.65
CITY OF RICHLAND		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$43.68
HDR ENGINEERING INC		00410761-H	212380	C14-009 HR TRACK E/C SUPPORT	\$10,091.01
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$11,630.23
INDUSTRIAL DEVELOPMENT FUND Total ***					\$25,022.36
FUND	113	I-NET			
Division:	202	CABLE COMMUNICATIONS/I-NET			
BANK OF AMERICA		TXN00016563	212140	NATOA-INET	\$123.00
CITY OF RICHLAND		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$151.79
CABLE COMMUNICATIONS/I-NET TOTAL ****					\$274.79
I-NET Total ***					\$274.79
FUND	153	COMMUNITY DEV BLOCK GRANT			
Division:	308	CDBG PROGRAM			
TEVADA PUBLISHING INC DBA		APR 2014	212461	FAIR HOUSING DISPLAY AD	\$34.00
TU DECIDES MEDIA INC		2014-19770	212474	FAIR HOUSING DISPLAY AD	\$75.00
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$5.64
				TELEPHONE CHARGES 4/23-5/22	\$5.92
CDBG PROGRAM TOTAL ****					\$120.56
COMMUNITY DEV BLOCK GRANT Total ***					\$120.56
FUND	154	HOME FUND			
Division:	309	HOME PROGRAM			
TEVADA PUBLISHING INC DBA		APR 2014	212461	FAIR HOUSING DISPLAY AD	\$34.00
TRI CITY HERALD	S015745	13865530	212569	MULTI YEAR HOME INVESTMENT	\$281.12



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRI CITY TITLE & ESCROW		DPA14-04	212205	2409 OLYMPIA-BALLO HOME DPA	\$10,000.00
TU DECIDES MEDIA INC		2014-19770	212474	FAIR HOUSING DISPLAY AD	\$75.00
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$5.92
HOME PROGRAM TOTAL ****					\$10,396.04
HOME FUND Total ***					\$10,396.04
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
NORTHWEST SHADE TREES LLC	P053949	1110	212187	RED SUNSET MAPLE 3 INCH CALIPE	\$814.42
	P053949			FASTIGIATUM 2.5 INCH CALIPER	\$1,938.57
SIEFKEN & SONS CONSTRUCTION INC	P053900	PWP14-14/PYMT 1	212565	CONTRACT FOR COLUMBIA PLAYFIEL	\$93,997.96
PARKS & REC PROJECTS TOTAL ****					\$96,750.95
PARK PROJECT CONSTRUCTION Total ***					\$96,750.95
FUND 385	GENERAL GOVT CONSTRUCTION				
Division:	900	NON-DEPARTMENTAL			
LAW OFFICES OF ROBYNNE THAXTON PARKINSON PLLC		136-1	212544	FS 74 RFQ/CONTRACT DRAFT	\$4,920.00
PARAMOUNT COMMUNICATIONS INC	P053804	30264	212555	COMMUNICATIONS CABLING AND	\$2,841.79
NON-DEPARTMENTAL TOTAL ****					\$7,761.79
GENERAL GOVT CONSTRUCTION Total ***					\$7,761.79
FUND 395	DELAWARE AVENUE LID 195				
Division:	430	CAPITAL PROJECTS			
IMT INC		5398	212534	DELAWARE LID TESTING M14072	\$592.50
RAY POLAND & SONS INC	P053478	C144-13/FINAL	212276	DELAWARE AVENUE LID 195 - C144	\$73,742.48
	P053478			C/O 2A OVERAGE OF ROADWAY	\$5,142.96
CAPITAL PROJECTS TOTAL ****					\$79,477.94
DELAWARE AVENUE LID 195 Total ***					\$79,477.94
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
ADVANCED TRAFFIC PRODUCTS INC	P053975	0000009957	212298	LAMP TRAFFIC 12"GREEN BALL LED	\$1,277.94
	P053975			LAMP, PED, LARGE, COUNT DOWN	\$230.57
GRAYBAR ELECTRIC CO INC	P053819	972304177	212179	CLAMP CU, CHANCE ATC-1343 TERM	\$414.83
H2 PRE-CAST INC	P053796	121076	212180	VAULT COVER V19 SWITCHRING 12"	\$487.35
HD SUPPLY POWER SOLUTIONS LTD	P053816	2508584-01	212378	INSULATOR DEADEND, CLASS 52-9,	\$2,222.32
	P053816			INSULATOR, STRAIN, CLASS 54-3	\$770.40
	P053820	2511128-02		CUTOUT 200 AMP SPARE FUSE TUBE	\$336.60
	P053808	2511199-02	212181	GUY HOOK, COMBINATION, WIRE OR	\$298.91



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HD SUPPLY POWER SOLUTIONS LTD	P053846	2516385-01	212181	INHIBITOR DE-OX, OXIDE INHIBIT	\$17.54
	S015689	2534516-00		INSULATOR STRAIN 54"FIBERGLASS	\$305.95
	P053926	2538595-00		INSULATED PROTECTIVE CAP 200A	\$1,426.31
	P053926			TERM, JACKETED 1/0 SEALING KIT	\$706.55
	P053926	2538603-00		TERMINATION KIT, JACKETED 1/0,	\$869.65
	P053942	2543330-00	212378	BRACKET CONDUIT RISER, 15",	\$2,592.70
PERMIT REFUND		2014-000008	212387	PERMIT REFUND 2454 WOODS	\$200.00
REXEL INC DBA	S015620	BB65993	212442	CONDUCTOR, ACSR 336.4, LINNET,	\$31,527.32
	P053843	P053843	212562	TAPE PHASING - RED, 3M #35,	\$145.99
	P053843			TIE, CABLE, 7.9" MIN, BLACK	\$45.68
	P053843			TIE, CABLE, 11" MIN, BLACK	\$103.32
	P053843			TAPE PHASING - GRAY, 3M #35,	\$109.49
	P053843			COVER, CONNECTOR, UTILCO #CLL	\$96.69
	P053843			PVC SOLVENT CEMENT, QUART SIZE	\$186.36
	P053843			PRICE ADJUSTMENT	(\$0.03)
	P053843			GUARD, ANIMAL-SQUIRREL,BIRD	\$331.54
	P053843			TIE, CABLE, 11" MIN, HVY DUTY	\$79.62
	P053843			TAPE 3M IRVINGTON 2510	\$195.81
	P053843			TAPE 3M #88, 1 1/2 X 44FT	\$470.46
STONEWAY ELECTRIC SUPPLY	P053869	S100840630.001	212198	BALLAST, UPTOWN, 150W HPS	\$57.94
	P053869	S100840630.002		BALLAST, ELECTRONIC, DIMMABLE	\$857.74
	P053869			BALLAST, 277V 2F32T8, INSTANT	\$22.74
	P053869	S100840630.003		BALLAST, ELECTRONIC, DIMMABLE	\$441.86
TECH PRODUCTS INC	S015693	63442	212201	TAGS, EVERLAST, 500/BAG, 1"	\$2,600.00
	S015693			PACKAGING AND SHIPPING CHARGES	\$83.79
TOTAL ****					\$49,513.94
Division:	501	BUSINESS SERVICES			
BANK OF AMERICA		TXN00016568	212140	NEWEGG-HDMI CABLE	\$4.99
		TXN00016570		NEWEGG-VGA AUDIO CABLE	\$21.99
		TXN00016617		ALBERTSONS- JEFF'S FAREWELL	\$31.15
CITY OF RICHLAND		14-152 LARKIN	212231	NRU-RMC MTGS/PORTLAND/LARKIN	\$404.67
		14-158 HAMMOND		NRU-PPC MTGS/PORTLAND/HAMMOND	\$539.14
		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$550.70
UNITED PARCEL SERVICE	S015739	000986641194	212290	3 GROUND PKG TO ABB FOR MPP SH	\$66.34
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$50.17
BUSINESS SERVICES TOTAL ****					\$1,669.15
Division:	502	ELECTRICAL ENGINEERING			
BANK OF AMERICA		TXN00016493	212140	AMAZON-CELL PHONE BATTERY	\$3.57
		TXN00016507		COR-RIGHT OF WAY PERMIT-504 WI	\$75.00
		TXN00016535		ALBERTSONS-RES MTG SUPPLIES	\$71.19



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00016747	212140	TECHSTREET-CABLE REGULATION HD	\$89.89
CITY OF RICHLAND		051914	212339	ELECTRICAL RECORDING FEES	\$298.00
D HITTLE & ASSOCIATES INC	P053743	10115	212234	DEVELOP TEMPLATE FOR CONSTRUCT	\$1,867.25
PRIMESTONE S.A.	P053958	00001087	212432	PRIMEREAD ES SOFTWARE LICENSES	\$5,985.00
PRINT PLUS/PSS RUBBER STAMPS		5270	212433	PROJECT APPROVED STAMP	\$21.12
US BANK EQUIPMENT FINANCE INC		253372809	212572	XEROX 6604 PYMT 6/6-7/5	\$81.60
WA STATE DEPT OF TRANSPORTATION		RE45JE5520L011	212485	X-INGS OF OH POWER LINES	\$350.74
		WO19153-50004	212484	UTILITY PERMIT:I-182 & MP 2.5	\$150.00
WATER SOLUTIONS INC	P053569	8712	212490	DSC (703) BLDG WATER UNIT RENT	\$13.55
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$94.26
ELECTRICAL ENGINEERING TOTAL****					\$9,101.17
Division: 503 POWER OPERATIONS					
AMERICAN ROCK PRODUCTS INC		202775	212303	3/8" WASHED ROCK	\$281.04
BANK OF AMERICA		TXN00016554	212140	TYNDALE-ES COVERALLS	\$117.99
		TXN00016711		APPLEBEES-EL DISPATCH CANDIDAT	\$27.79
BENTON PUD	P053493	5/14-4419818251	212317	SAFETY TRAINING - 2014	\$2,708.42
	S015492	5/14-5743127752		TREE TRIMMING SERVICES - 2014	\$1,455.30
		5/14-72866300000	212513	WYE LIGHTS-BADGER REPEATER	\$11.95
CITY OF RICHLAND		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$200.99
				CITY UTILITY BILLS/APR 2014	\$2,253.56
COLUMBIA GRAIN & FEED INC		123806	212169	REPAIR STIHL SAW 0171	\$90.12
COLUMBIA RIGGING CORP		24024	212349	WIRE ROPE SLING REPAIR	\$56.47
D HITTLE & ASSOCIATES INC	P052356	10114	212234	MODIFICATION NO. 7 TO MASTER	\$794.32
DENNY'S		APRIL 2014	212353	OVERTIME MEALS 4/16-4/22	\$98.90
EFC EQUIPMENT LLC		3517	212527	TUNEUP CHAINSAW	\$40.06
GOODMAN & MEHLENBACHER ENTERPRISES INC	P052896	C83-13/PYMT 3	212245	STEVENS DR ELECTRICAL	\$1,434.72
	P053759	PWP14-06/FINAL		CO #1- ADDITIONAL 8" 90 DEGREE	\$293.87
	P053759			8" IRRIGATION RELOCATION for E	\$8,792.75
GRAINGER	S015732	9418980182	212372	SHELF BIN ITEM #9WU23	\$39.43
	S015732	9418981024		SOCKET SET ITEM #4LXC4	\$291.53
GROUND PIERCING INC	S015667	1055	212374	INSTALL TWO 3" CONDUIT AT 70'	\$1,277.94
	S015667			ADDITIONAL DRILLING - 150'	\$2,885.11
	S015667			INSTALL ONE 3" CONDUIT AT 520	\$10,071.90
HI-LINE HOLDING COMPANY LLC DBA	S015698	1/E56180	212384	DELIVERY	\$35.18
	S015698			TOOL BUCKET W/SNAP #HL5210-S	\$235.24
	S015698			SMALL PARTS BAG W/SNAP #HL5815	\$56.24
	S015709	1/E63810		DELIVERY	\$11.71
	S015709			BIT, IMPACT DRILL 13/16" #WO08	\$63.52
	S015709			BIT, IMPACT DRILL 11/16" #WO08	\$58.72
INDIAN SPRINGS SWIM CLUB INC		237 INDIAN CT	212182	LANDSCAPE REIMBURSEMENT	\$190.00
KELLEY'S TELE-COMMUNICATIONS INC	P053494	022405012014	212185	AFTER HOURS ANSWERING SERVICE-	\$404.70



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PARADISE BOTTLED WATER CO		4/14-POWER OPS	212189	BOTTLED WATER	\$40.03
RICHLAND ACE HARDWARE		207549	212444	CHAINSAW BAR	\$46.51
		207550		CHAIN LOOP	\$32.06
		41292		GARDEN HOSE REMNANT	\$10.82
		41421		SANDPAPER	\$6.04
ROWAND MACHINERY CO	S015719	153730	212452	RENTAL OF BACKHOE, BUCKET AND	\$1,949.40
SAGEBRUSH CONCRETE SAWING & DRILLING INC		T014-M5-008	212453	CORE DRILL 2 VAULTS	\$909.72
TECH PRODUCTS INC	S015693	63442	212201	PRICE ADJUSTMENT	(\$0.01)
	S015693			NAIL, ALUMINUM ROUND SHANK	\$42.55
TYNDALE ENTERPRISES INC	P053495	755123	212476	FIRE RETARDANT CLOTHING-2014	\$2,291.68
WESCO DISTRIBUTION INC	S015676	522514	212493	DIE KIT #P34ART	\$164.62
	S015676			ADJUST SALES TAX	(\$0.01)
	S015676			DIE KIT #P36ART	\$164.62
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$114.07
POWER OPERATIONS TOTAL ****					\$40,051.57
Division:	504	SYSTEMS DIVISION			
A & B ASPHALT INC	P051382	C75-12/RETAINAGE	212135	C/O #2A OVERAGE OF QUANTITIES	\$3,964.54
	P051382			2012 GWW OVERLAY-ELECTRIC-75-1	\$821.21
CITY OF RICHLAND		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$1,372.20
D HITTLE & ASSOCIATES INC	P053954	10116	212234	RICHLAND SWITCH SUBSTATION OIL	\$672.00
ELR CONSULTING INC	P053491	2456	212359	2014 INTEGRATION SUPPORT FOR S	\$10,421.04
GRAINGER	S015732	9423289645	212372	FACESHIELD ITEM #41H946	\$668.43
ITRON INC	P053677	331422	212389	TECH SUPPORT PER CONTRACT	\$1,039.13
OXARC INC		R268564	212423	GASES CYLINDER RENTALS	\$110.14
SCHWEITZER ENGINEERING LABORATORIES INC	P053953	6055-576079	212455	Relay firmware update for	\$4,386.15
STEEBER'S LOCK SERVICE		2815	212458	1 LOCK/1 LOCK BOX	\$67.15
STONeway ELECTRIC SUPPLY		S100855687.001	212198	FLAT CUT WASHERS	\$3.96
		S100868040.001	212459	CONNECTORS	\$25.08
		S100868577.001		CONDUIT	\$23.28
UTILITIES PLUS LLC		3683	212573	LOCATING SERVICES-APRIL	\$8,115.00
UTILITIES UNDERGROUND LOCATION CENTER	P053568	4040190	212479	UTILITIES LOCATE SERVICE FOR	\$301.86
UTILIWORKS CONSULTING LLC	P053201	4162	212480	SMART GRID PLANNING &	\$121.00
WASTE MANAGEMENT		0089738-1819-1	212489	POL SRVCS-1032 UNIVERSITY	\$95.00
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$109.10
SYSTEMS DIVISION TOTAL ****					\$32,316.27
Division:	505	ENERGY POLICY MGMT			
AIR TIGHT REMODELING		170-20	212299	1106 WILLIAMS-REBATE-WINDOWS	\$521.52
ALL PHASE REFRIGERATION & HEATING		22006	212300	521 CLIFFROSE-REBATE-HP/PTCS	\$1,400.00
BANK OF AMERICA		TXN00016497	212140	NEWEGG-ERGO WIRELESS KEYBOARD	\$57.99
		TXN00016600		ACT-ENERGY EFFIC CONF-SIMON	\$195.00



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BANK OF AMERICA		TXN00016615	212140	HI EXPRESS-HOTEL/TRIP#14-185	\$85.07
		TXN00016667		STAPLES - Chairmat/Mech Pencil	\$193.95
BENTON COUNTY AUDITOR/WEATHERWISE	P053966	171960	212314	C EVANS-RECORD LIEN; AC# 17196	\$72.00
	P053966	190400		A MAYNARD-RECORD LIEN; AC# 190	\$72.00
	P053966	21920		E SCHWENK JR-RECORD LIEN; AC#	\$72.00
	P053966	360420 ADD LIEN		B WALLACE-RECORD LIEN; AC# 360	\$72.00
	P053966	360420 RELEASE		B WALLACE-LIEN RELEASE; AC# 36	\$72.00
	P053966	431520 RELEASE		S MULKEY-LIEN RELEASE; AC# 431	\$72.00
BUILDER SERVICES GROUP DBA		00533670105	212326	1101 SADDLE WAY-REBATE-INSULAT	\$889.14
CITY OF RICHLAND		14-153 BOOTH	212231	NEMS RMC MTG/PORTLAND/BOOTH	\$400.09
		212200	212341	1829 BIRCH-REBATE-WIN	\$1,108.92
		21920		300 ARMISTEAD-REBATE-HP	\$1,000.00
DELTA HEATING & COOLING INC	P053967	22395	212352	EE LOAN: E SCHWENK, 300 ARMIST	\$7,705.55
		22396		1106 WILLIAMS-REBATE-HEATPUMP	\$1,000.00
EFFICIENCY SOLUTIONS LLC	P053492	4-14	212236	PROF SERVICES FOR 2014 ENERGY	\$2,523.50
FINANCIAL CONSULTING SOLUTION GROUP	P053562	2221-21404057	212239	PROF SERVICES 1/1/14 - 12/31/1	\$10,177.50
GARRETT ELECTRIC		FY2014-0030	212178	1214 AARON-LIGHTING REBATE	\$3,539.57
GLASS NOOK INC		62004	212370	519 SINGLETREE-REBATE-WINDOWS	\$115.56
INLAND ASPHALT CO		11128-FY2014-0036	212385	955 LACEY-BAG HOUSE FAN PROJEC	\$12,412.75
PERFECTION GLASS		9936408059	212430	911 TORBETT-REBATE-WINDOWS	\$1,212.36
		9936408323		1007 MCPHERSON-REBATE-WINDOWS	\$2,055.36
	P053857	9936410324	212556	EE LOAN: T KRASNER, 2102 DAVIS	\$7,390.39
		9936410325	212430	2723 VAN GIESEN-REBATE-WINDOWS	\$269.70
	P053860	9936410327	212556	EE LOAN: N ARMSTRONG, 1829 BIR	\$7,699.05
		9936410329	212430	2400 CAMDEN-REBATE-WINDOWS	\$202.56
		9936410331		2408 MARK-REBATE-WINDOWS	\$120.00
		9936410520		1419 HAINS-REBATE-WINDOWS	\$247.44
		9936410567		714 REDWOOD-REBATE-WINDOWS	\$1,256.40
QUANTUM ENERGY SPOKANE LLC		11128-FY2014-0040	212558	802 GW WAY-COMM LIGHTING REBAT	\$5,640.00
TOTAL ENERGY MANAGEMENT INC		50466WWR	212469	2226 CAMAS-REBATE-HP	\$1,000.00
TRANS UNION LLC		04403044	212471	CREDIT REPORTS-MARTIN	\$8.15
WATER SOLUTIONS INC	P053569	8712	212490	DSC (703) BLDG WATER UNIT RENT	\$17.33
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$49.61

ENERGY POLICY MGMT TOTAL ****

\$70,926.46

Division: 506 TECHNICAL SERVICES

BANK OF AMERICA		TXN00016523	212140	IMSA -LIC RENEW NEALEY	\$70.00
		TXN00016534		IMSA- LIC RENEW BLAIN	\$70.00
		TXN00016573		TARGET -CAR PHONE CHRGR	\$21.65
		TXN00016708		STAPLES -OFFICE SUPPLY	\$8.50
		TXN00016709		STAPLES -OFFICE SUPPLY	\$31.08
CITY OF RICHLAND		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$1,082.20



City Of Richland

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From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FASTENAL COMPANY		WARIC43511	212529	EXTENSION CHUCK	\$34.54
		WARIC43522		BIT	\$13.51
GLOBAL TOWER LLC	P053974	401557104	212371	BADGER MTN CELL TOWER RENTAL 2	\$1,208.90
STEEBER'S LOCK SERVICE		2847	212197	DUPLICATE KEYS (3)	\$8.09
STONEMAN ELECTRIC SUPPLY		S100868633.001	212459	HOOK TAPE/PLIERS	\$37.72
TACOMA SCREW PRODUCTS INC		22095816	212568	DRILL BIT	\$17.96
TECHNICAL SERVICES TOTAL ****					\$2,604.15
ELECTRIC UTILITY FUND Total ***					\$206,182.71
FUND 402	WATER UTILITY FUND				
Division:	410	WATER CAPITAL PROJECTS			
A & B ASPHALT INC	P051382	C75-12/RETAINAGE	212135	2012 GWW OVERLAY-WATER - 75-12	\$736.25
BANK OF AMERICA		TXN00016630	212140	GRATING PACIFIC/FIBERGLASS GRA	\$971.46
CDW GOVERNMENT INC	S015703	LL10020	212515	TRANSITION NW STAND ALONE MEDI	\$204.85
	S015703	LP76357		TRANSITION NW ETHERNET MEDIA	\$459.87
	S015703	LT96163		TRANSITION NW STAND ALONE MEDI	\$610.38
	S015703			TRANSITION NW EXTENDED TEMPERA	\$336.54
GRAINGER	S015732	9417508307	212372	CIRCUIT PROTECTOR ITEM #2DC60	\$227.59
LINDSAY SALES HOLDING COMPANY DBA	P052094	3844	212409	HORN RAPIDS IRRIGATION PUMP	\$1,360.00
RAY POLAND & SONS INC	P053478	C144-13/FINAL	212276	C/O 1A GENEVA ST WATER TIE-IN	\$3,887.97
	P053478			C/O 2B ADDITIONAL HMA, TOP AN	\$1,559.95
	P053478			DELAWARE AVENUE LID 195 - C144	\$18,826.87
RICHLAND ACE HARDWARE		41558	212444	HOSE, SPRINKLERS	\$148.30
STONEMAN ELECTRIC SUPPLY		S100846887.001	212198	SPRING TIMER/CONNECTORS	\$51.53
		S100856681.001		CONNECTORS/CLAMPS	\$21.18
		S100858791.001		CONNECTORS	\$72.06
		S100861642.001	212459	STEEL CONDUIT	\$173.75
		S100862070.001		BUSHINGS	\$8.93
		S100863276.001		CONDUIT	\$22.16
WATER CAPITAL PROJECTS TOTAL ****					\$29,679.64
Division:	412	WATER OPERATIONS			
ARAMARK UNIFORM SERVICES INC	S015744	4/14-934962000	212307	LINEN CHARGES FOR APRIL, 2014	\$60.62
BANK OF AMERICA		TXN00016446	212140	ISTOCK-IMAGE GRAPHIC	\$19.99
		TXN00016500		GLOBAL INDUSTRIAL/LOCK-OUT TAG	\$32.35
		TXN00016588		DRI PRINTING - SHIPPING	\$10.64
				DRI PRINTING - WATER QUALITY R	\$298.81
		TXN00016590		WIN 911 SOFTWARE/CELLULAR MODE	\$1,005.00
BENTON FRANKLIN HEALTH DISTRICT		6485	212316	WATER SAMPLES-APRIL	\$2,320.00
BENTON RURAL ELECTRIC ASSOCIATION		4/14-385100	212318	KENNEDY BOOSTER STATION	\$2,540.86
BRANOM INSTRUMENT CO	S015683	527714.3	212325	FREIGHT	\$35.13



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BRANOM INSTRUMENT CO	S015683	527714.3	212325	DESICCANT CARTRIDGE FOR LS-10	\$41.87
	S015683			SINGLE CHANNEL DC SIGNAL LINE	\$211.19
	S015683			SUBMERSIBLE LEVEL TRANSMITTER,	\$1,491.07
CITY OF RICHLAND		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$25.00
				CITY UTILITY BILLS/APR 2014	\$47,093.39
COLUMBIA ELECTRIC SUPPLY	S015707	5858-716927	212347	FAN CAPACITOR KIT, PART	\$1,319.09
	S015707			FREIGHT	\$35.22
	S015714	5858-717323		ADJUST SALES TAX	\$0.01
	S015714			NEXT DAY AIR FREIGHT	\$245.60
	S015714			230W FAN, ALLEN BRADLEY #20-PP	\$1,515.07
EDUCATION & TRAINING SERVICES LLC		ECYS13-561/ANDREW	212358	WW OPERATING CERT-ANDREWS	\$499.00
FINCH, JOHN		14-189 FINCH	212240	WWUC MTG/TACOMA/FINCH	\$170.68
FRONTIER	S015734	4/14-509-946-4078	212177	TELEPHONE CHARGES 4/22/14-5/21	\$112.98
GLOBAL TOWER LLC	P053974	401557104	212371	BADGER MTN CELL TOWER RENTAL 2	\$1,015.49
RICHLAND ACE HARDWARE		207579	212444	NIPPLE, COUPLING	\$8.64
		41369		CONNECTOR	\$4.32
STEEBER'S LOCK SERVICE		2849	212458	DUPLICATE KEYS	\$25.67
STONEMAN ELECTRIC SUPPLY		S100860162.001	212459	BALLAST	\$34.03
XEROX CORPORATION		073947319	212499	WC4118 BASE CHR9-APRIL	\$38.32
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$57.07
WATER OPERATIONS TOTAL****					\$60,267.11
Division:	413	WATER MAINTENANCE			
AMBRO INC DBA		250-265049	212301	LITHIUM BATTERIES	\$12.99
BANK OF AMERICA		TXN00016447	212140	HOME DEPOT- COLD PATCH	\$75.70
		TXN00016456		M2M COMM - BILLED IN ERROR - G	\$9.95
		TXN00016569		MYBINDING - LAMINATOR	\$173.22
		TXN00016609		M2M COMM - APRIL BATTELLE BOOS	\$9.95
		TXN00016621		HOME DEPOT - BRICK - FARM IRR	\$64.11
		TXN00016670		FLEXICRAFT/PIPESEAL	\$95.62
		TXN00016728		DELL-MONITORS & SOUND BARS	\$803.81
		TXN00016730		M2M COMM - Credit - BILLED IN	(\$9.95)
CITY OF RICHLAND		14-105 SIEFKEN	212340	AWWA CONF/EUGENE/SIEFKEN	\$606.10
		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$225.25
				CITY UTILITY BILLS/APR 2014	\$180.84
				CITY UTILITY BILLS/APR 2014	\$226.72
				CITY UTILITY BILLS/APR 2014	\$760.47
				CITY UTILITY BILLS/APR 2014	\$58.50
				CITY UTILITY BILLS/APR 2014	\$40.66
				CITY UTILITY BILLS/APR 2014	\$123.81
				CITY UTILITY BILLS/APR 2014	\$14,076.59
				CITY UTILITY BILLS/APR 2014	\$1,025.15



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From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COAST CRANE COMPANY		DI/051170	212343	BOOMRUCK RENTAL 4/15/14	\$647.96
EDUCATION & TRAINING SERVICES LLC		ECYS13-561/STEWART	212358	WW OPERATING CERT-STEWART	\$499.00
GRAINGER	S015732	9417510162	212372	SHORT NUT BRASS TUB ITEM #2P15	\$31.94
	S015732	9422375908		REDUCING TEE ITEM #5P116	\$340.38
	S015732	9422904129		UNION, COPPER ITEM #1WLJ9	\$50.67
HD SUPPLY WATERWORKS LTD	S015666	C228198	212379	6-3/8" X 2" MUD PLUG, HARD HAT	\$254.29
	S015666			FREIGHT	\$21.65
		C343485		BREAKAWAY FLANGE	\$212.64
JT AUTOMOTIVE PARTS INC DBA		306725	212391	HOSE, COUPLERS	\$35.67
		307712		BLOW GUN, FLASHLIGHT, NOZZLE	\$28.17
MOTION INDUSTRIES INC		WA05-327795	212419	HYTREL SLEEVE	\$164.49
NORCO INC		13464384	212421	CYLINDER RENTAL-APRIL	\$20.14
OXARC INC		R268561	212423	CYLINDER RENTAL-APRIL	\$58.48
PRO BUILD COMPANY LLC		71446226	212434	LUMBER 2X10'S	\$7.73
PRO CUT CONCRETE CUTTING		0414-14P	212435	CONCRETE SAW CUT	\$433.20
RICHLAND ACE HARDWARE		207481	212444	FASTENERS	\$15.42
		207491		1/2" POLY	\$9.74
		207492		ELBOW	\$6.49
		207536		FLEX SEAL	\$15.15
		207652		FLEX SEAL	\$15.15
		41278		TUBE, CLAMPS	\$17.47
TWIN CITY METALS INC		81901	212475	ALUMINUM BEAM-6"	\$153.74
UTILITIES UNDERGROUND LOCATION CENTER	P053568	4040190	212479	UTILITIES LOCATE SERVICE FOR	\$50.31
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$18.00
WATER MAINTENANCE TOTAL ****					\$21,667.37
WATER UTILITY FUND Total ***					\$111,614.12
FUND 403	WASTEWATER UTILITY FUND				
Division:	420	SEWER ADMINISTRATION			
WA STATE DEPARTMENT OF ECOLOGY	P053951	L1000013 PYMT 5	212206	WWTF AERATION BASIN 2 MOD - LO	\$20,423.61
	P053951			WWTF AERATION BASIN 2 MOD - LO	\$30,939.41
SEWER ADMINISTRATION TOTAL ****					\$51,363.02
Division:	421	SEWER CAPITAL PROJECTS			
A & B ASPHALT INC	P051382	C75-12/RETAINAGE	212135	C/O #2C OVERAGE OF QUANTITIES	\$537.90
A CORE INC		348778	212503	CORE DRILLING	\$411.54
JT AUTOMOTIVE PARTS INC DBA		307006	212391	DEGREASER, WHEEL CLEANER	\$16.04
PARAMOUNT SUPPLY COMPANY		927653	212427	SS FITTINGS/NIPPLES/BALL VALVE	\$53.74
RAY POLAND & SONS INC	P053478	C144-13/FINAL	212276	C/O 1B 6" SEWER SERVICE LINE	\$999.24
	P053478			DELAWARE AVENUE LID 195 - C144	\$256.75
	P053478			C/O 2C CHIP & REGROUT MANHOLE	\$1,993.80



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
STONEWAY ELECTRIC SUPPLY		S100852957.001	212459	CONDUIT/STRUTS	\$1,981.83
SEWER CAPITAL PROJECTS TOTAL****					\$6,250.84
Division: 422 SEWER OPERATIONS					
ABM JANITORIAL NORTHWEST		6594970	212504	JANITORIAL SRVCS MAY 2014	\$263.51
BANK OF AMERICA		TXN00016449	212140	WAL-MART #3261 - Purchase	\$3.42
		TXN00016487		THE HOME DEPOT #4746 - Purchas	\$28.06
		TXN00016543		STAPLES - Purchase	\$88.58
		TXN00016572		AMAZON MKTPLACE PMTS - Purchas	\$68.42
		TXN00016598		AMAZON MKTPLACE PMTS - Purchas	\$25.35
		TXN00016632		GREEN MOUNTAIN TECH INC - Purc	\$128.88
		TXN00016651		COSTCO WHSE #0486 - Purchase	\$18.28
		TXN00016659		USCOMPOSTINGCOUNCIL - Purchase	\$55.00
		TXN00016660		AMAZON MKTPLACE PMTS - Purchas	\$28.28
		TXN00016677		ONLINE LABELS - Purchase	\$73.35
		TXN00016678		USA BLUE BOOK - Purchase	\$549.03
BEAVER BARK & ROCK		617038	212311	EARTHMAT FABRIC	\$97.47
		617369		WEED BARRIER FABRIC	\$129.95
		617401		BASALT ROCK	\$53.05
BENTON FRANKLIN HEALTH DISTRICT	P053886	6509	212512	BIOSOLIDS- PERCENT SOLIDS EPA	\$84.00
	P053886			WWTP SAMPLING EVENT- 4/7/14-	\$245.00
	P053886			BIOSOLIDS- ADDITIONAL DILUTION	\$84.00
CENTRAL HOSE & FITTINGS INC		386838-A	212516	VERSIFLOWS/CLAMPS	\$266.78
CERILLIANT		341208	212336	SAMPLE TESTS	\$487.57
CITY OF RICHLAND		4/14-25	212520	#25 BIOSOLIDS-LANDFILL FEES	\$2,384.91
		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$17,632.13
COLUMBIA ANALYTICAL SERVICES INC DBA	P053888	51-258411-0	212523	WATER- 335.4 TOTAL CYANIDE	\$40.00
	P053888			WATER- 420.1 PHENOLICS	\$45.00
	P053888			WATER- 1631E TOTAL MERCURY	\$60.00
	P053888			US LINEN AND LAUNDRY 4-8-14	\$130.00
	P053888			WATER- 624 VOLATILE ORGANIC CO	\$400.00
	P053888			WATER- OIL & GREASE TOTAL HEM	\$200.00
	P053888			WATER- 625 SEMIVOL ORGANIC COM	\$215.00
	P053888			WATER- 608 ORGANOCHLOR. PEST/P	\$160.00
COLUMBIA RIGGING CORP		24117	212349	WIRE ROPE ASSEMBLIES	\$303.12
COMPLETE PEST PREVENTION INC	P053613	25101	212171	MONTHLY INSECT & RODENT CONTRO	\$36.10
FASTENERS INC		S3914380.003	212530	KEY STOCK	\$35.67
		S3917592.001		12V INFLATOR	\$30.62
FISHER SCIENTIFIC COMPANY, LLC	P053931	5928643	212176	ASPIRATOR BULB FOR BACHARACH G	\$37.52
	P053931			FYRITE CO2 FLUID, BACHARACH,	\$82.36
	P053931			BUFFER SOLUTION, PH 4, COLOR C	\$156.49
	P053931			FREIGHT	\$5.96



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FISHER SCIENTIFIC COMPANY, LLC	P053931	5928643	212176	NICKEL PLATED CRUCIBLE TONGS,	\$7.19
FRONTIER	S015733	12/13-2061882614	212177	TELEPHONE CHARGE 12/19/13-1/18	\$152.50
	S015733			TELEPHONE CHARGE 12/19/13-1/18	\$133.44
	S015735	4/14-206-188-2614		TELEPHONE CHARGE 4/19/14-5/18/	\$136.70
	S015735			TELEPHONE CHARGE 4/19/14-5/18/	\$154.43
GLOBAL TOWER LLC	P053974	401557104	212371	BADGER MTN CELL TOWER RENTAL 2	\$1,015.49
GRAINGER	S015732	9417508315	212372	CIRCUIT PROTECTOR ITEM #2DC65	\$74.52
IRRIGATION SPECIALISTS INC		1104765-01	212388	PVC VALVES/UNIONS	\$309.30
		1106886-01	212535	VALVES	\$505.36
MIDWEST LABORATORIES INC	P053867	720009	212549	SHIPPING- 04/11/14	\$50.00
	P053867			SHIPPING- 04/14/14	\$50.00
	P053867			LANDFILL COMPOST FACILITY	\$310.00
	P053867			LANDFILL COMPOST FACILITY SAMP	\$310.00
	P053867			LANDFILL COMPOST SAMPLING 4/7/	\$75.00
	P053867			SHIPPING- 04/08/14	\$50.00
OXARC INC		R268560	212553	GAS CYLINDER RENTAL	\$14.95
PARADISE BOTTLED WATER CO		4/14-WASTEWATER	212425	BOTTLED WATER	\$326.80
PASCO MACHINE COMPANY INC		70827	212429	RAKE REPAIR MACHINE WORK	\$54.30
		70850		STAINLESS SCRAPER REPAIR	\$901.38
RICHLAND ACE HARDWARE		41355	212444	TRASH CANS/PAILS	\$84.35
		41356		RISERS, NIPPLES, POP-UPS	\$59.98
		41384		TOILET BRUSH, CLEANER	\$34.67
		41391		POPOP SPRINKLERS/WEATHERSTRIP	\$84.99
		41439		ADAPTERS	\$1.28
STONEWAY ELECTRIC SUPPLY		S100846780.001	212459	INSULATED CONNECTORS	\$73.28
		S100855825.001	212198	CONDUCTOR LUGS	\$19.37
		S100858819.001	212459	RELAY SOCKET/PLUG	\$13.63
TACOMA SCREW PRODUCTS INC		22094445	212568	U BOLT	\$7.34
TIMKEN MOTOR AND CRANE SERVICES LLC DBA	P053823	0021591	212203	NEW MOTOR FOR HEADWORKS COMPAC	\$976.87
UNITED PARCEL SERVICE	S015739	000986641194	212290	2 GROUND PKGS TO ALS FOR WWTP	\$51.06
	S015749	000986641204	212570	DOCUMENT CHARGES FOR PKG TO AL	\$17.93
WASTE MANAGEMENT		0089739-1819-9	212575	POL SRVCS-COMPOST PAD	\$95.00
XEROX CORPORATION		073878813	212499	W5135 BASE CHRG	\$120.51
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$92.38
SEWER OPERATIONS TOTAL ****					\$31,096.86
Division:	423	SEWER MAINTENANCE			
ABM JANITORIAL NORTHWEST		6594970	212504	JANITORIAL SRVCS MAY 2014	\$263.51
BANK OF AMERICA		TXN00016520	212140	BROADMOOR RV SUPERSTORE - Purc	\$760.20
CH2O INC		222056	212518	BOILER TESTING-APR'14 BW LABOR	\$60.03
COMPLETE PEST PREVENTION INC	P053613	25101	212171	MONTHLY INSECT & RODENT CONTRO	\$36.10
FASTENERS INC		S3927173.001	212364	SAFETY GLASSES	\$23.82



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		306769	212391	WAX, PLEXUS	\$36.16
MCKENNA VIDEO SERVICES	S014915	10003141	212264	WASTEWATER TAPE CONVERSION PER	\$81.13
RICHLAND ACE HARDWARE		41101	212444	WIRING, ELECT TAPE, FUSE KIT	\$13.28
		41148		TRIM LINE	\$16.23
		41578		WEATHER STRIPPING	\$9.73
STONEWAY ELECTRIC SUPPLY		S100852592.001	212198	LASER ADHESIVE LABELS	\$81.45
TACOMA SCREW PRODUCTS INC		22094773	212568	SS BUTTON	\$2.05
		22094873		COUPLING NUT	\$5.35
THE DRAIN SURGEON		30758	212464	SNAKE MAIN LINES	\$828.50
UNITED PARCEL SERVICE	S015739	000986641194	212290	GROUND PKG TO MCKENNA VIDEO	\$10.76
UTILITIES UNDERGROUND LOCATION CENTER	P053568	4040190	212479	UTILITIES LOCATE SERVICE FOR	\$50.31
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$1.33
SEWER MAINTENANCE TOTAL ****					\$2,279.94
WASTEWATER UTILITY FUND Total ***					\$90,990.66
FUND 404	SOLID WASTE UTILITY FUND				
Division:	430	CAPITAL PROJECTS			
PARAMETRIX INC	P053862	01-73546	212426	LANDFILL CELL-PERMITTING-C14-0	\$1,525.76
CAPITAL PROJECTS TOTAL ****					\$1,525.76
Division:	432	SOLID WASTE COLLECTION			
CITY OF RICHLAND		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$175.49
CLAYTON WARD COMPANY	P053652	7092005	212342	2014 DROP-BOX RECYCLING SERVIC	\$7,000.00
		711003		CURBSIDE RECYCLING-APRIL	\$1,338.23
GLOBAL TOWER LLC	P053974	401557104	212371	BADGER MTN CELL TOWER RENTAL 2	\$604.46
HALL'S QUALITY SAFETY TRAINING		2014-SOLID WASTE	212377	CPR/FIRST AID TRNG-15	\$675.00
RICHLAND ACE HARDWARE		207520	212444	MOUSE TRAPS	\$3.23
TOTER INC	S015687	KB 340633	212470	EST. SHIPPING	\$356.91
	S015687			TOTER 96 GALLON LIDE AND HARDW	\$3,909.63
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$19.52
SOLID WASTE COLLECTION TOTAL ****					\$14,082.47
Division:	433	SOLID WASTE DISPOSAL			
ABM JANITORIAL NORTHWEST		6594970	212504	JANITORIAL SRVCS MAY 2014	\$639.43
ARAMARK UNIFORM SERVICES INC	S015744	4/14-934962000	212307	LINEN CHARGES FOR APRIL, 2014	\$114.80
CITY OF RICHLAND		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$1,834.35
FASTENAL COMPANY		WARIC43431	212363	3/8 S&D DRILL BIT	\$32.39
FOLLETT, LYNNE		APRIL 2014	212241	FOLLETT-MILEAGE APRIL 2014	\$45.36
		MARCH 2014		FOLLETT-MILEAGE MARCH 2014	\$7.84
FRONTIER	S015733	12/13-2061882614	212177	TELEPHONE CHARGE 12/19/13-1/18	\$142.48
	S015735	4/14-206-188-2614		TELEPHONE CHARGE 4/19/14-5/18/	\$173.40
HALL'S QUALITY SAFETY TRAINING		2014-FREEMAN	212377	CPR/FIRST AID TRNG-FREEMAN	\$50.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MITCHELL, FRANK		APRIL 2014	212270	MITCHELL-MILEAGE APRIL 2014	\$50.96
PARADISE BOTTLED WATER CO		4/14-LANDFILL	212425	BOTTLED WATER-APRIL	\$79.72
PARAMETRIX INC	P053837	01-73547	212426	2014 ENVIRONMENTAL MONITORING	\$4,138.11
RICHLAND ACE HARDWARE		41324	212444	AED BATTERIES, GLOVES	\$68.17
TRI CITY HERALD	S015745	13857290	212569	SPRING IMPROVEMENT PAGE FOR	\$200.00
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$39.92
SOLID WASTE DISPOSAL TOTAL ****					\$7,616.93
SOLID WASTE UTILITY FUND Total ***					\$23,225.16
FUND 405	STORMWATER UTILITY FUND				
Division:	441	STORMWATER			
ABM JANITORIAL NORTHWEST		6594970	212504	JANITORIAL SRVCS MAY 2014	\$263.51
BANK OF AMERICA		TXN00016585	212140	BUILDASIGN.COM - Purchase	\$37.60
		TXN00016778		ORIENTAL TRADING CO - Purchase	\$115.99
CITY OF RICHLAND		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$201.37
COLUMBIA ANALYTICAL SERVICES INC DBA	P053890	51-257499-0	212345	SOIL/OTHER- TOTAL SOLIDS	\$10.00
	P053890			SOIL/OTHER- METALS (ARSENIC,	\$40.00
	P053890			DECANT FACILITY SAMPLING (VAC	\$85.00
	P053890			SOIL/OTHER- NWT PH-DX	\$85.00
	P053890			SOIL/OTHER- 8260 BVOC_FP	\$105.00
	P053890			SOIL/OTHER- PAH'S BY GCMS (SI	\$260.00
COMPLETE PEST PREVENTION INC	P053613	25101	212171	MONTHLY INSECT & RODENT CONTRO	\$36.10
HD FOWLER COMPANY INC		I3612095	212533	SPLIT COUPLINGS/END TEE	\$169.44
STORMWATER TOTAL ****					\$1,409.01
STORMWATER UTILITY FUND Total ***					\$1,409.01
FUND 407	MEDICAL SERVICES FUND				
Division:	121	AMBULANCE			
ANOVAWORKS	P054010	30193	212305	TB TESTING	\$68.00
BANK OF AMERICA		TXN00016470	212140	AMERICAN HCFA FORMS - HCFA'S	\$28.99
CITY OF RICHLAND		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$373.95
COLUMBIA BASIN COLLEGE	P054009	24898	212346	PARAMEDIC STUDENT FEES - SPRIN	\$1,060.99
	P054009			ALS OTEP FEES - SPRING QTR 201	\$835.20
	P054009			PARAMEDIC PRE-REQ COURSES	\$608.95
	P054009			ALS OTEP/ADV AIRWAY - SPRING 2	\$348.00
	P054009			ALS OTEP/ACLS & PALS - SPRING	\$139.20
PARAMOUNT COMMUNICATIONS INC	P053804	30264	212555	COMMUNICATIONS CABLING AND	\$1,258.45
RICHLAND ACE HARDWARE		40859	212444	BULBS	\$3.78
		41354		PIPE INSULATION	\$5.72
UPTOWN CLEANERS		37586	212571	LINEN/UNIFORM LAUNDRY SRVCS	\$290.74



City Of Richland

VL-1 Voucher Listing

From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UPTOWN CLEANERS		37661	212571	LINEN/UNIFORM LAUNDRY SRVCS	\$284.92
		37767		LINEN/UNIFORM LAUNDRY SRVCS	\$302.15
		37813		LINEN/UNIFORM LAUNDRY SRVCS	\$263.15
		37817		LABEL UNIFORM PANTS	\$58.48
VERIZON WIRELESS		9723753769	212482	MDT WIRELESS 4/20-5/19	\$224.14
XEROX CORPORATION		073494743	212499	WC3325-PURCHASED PRINTER	\$503.60
AMBULANCE TOTAL ****					\$6,658.41
MEDICAL SERVICES FUND Total ***					\$6,658.41

FUND 501

CENTRAL STORES FUND

Division: 000

AMSAN	P053919	309614477	212508	CLEANER NEUTRAL FLOOR NO RINSE	\$235.49
	P053919	309810851		CLEANER DISINFECTANT QUAT.BASE	\$144.86
	P053919	311035059		CLEANER, NON-ACID DISINFECTANT	\$834.34
	P053912	P053912	212217	ADJUST SALES TAX	(\$0.01)
CONNELL OIL INC	P053912			SOAP, CARTRIDGE LOTION W/PCMX,	\$1,315.85
	P053944	0086345-IN	212350	OIL, BAR & CHAIN, HIGH TAC	\$145.17
	P053944			GREASE CARTRIDGE, RED TAC #2	\$73.91
GRAINGER	P053947	9426865458/756938	212373	ADJUST SALES TAX	(\$0.01)
	P053947			SCREWDRIVER,PHILLIPS, #1 X 3",	\$54.39
	P053947			PLIERS, SIDECUTTERS, 9" HIGH-	\$296.96
	P053947			SCREWDRIVER,SLOTTED, 3/8"X 8",	\$225.61
	P053947			SCREWDRIVER,PHILLIPS, #2 X 4",	\$41.00
	P053947			SCREWDRIVER,PHILLIPS, #3 X 6",	\$82.78
	P053947			PLIERS, 6" LONG NOSE W/SPRING,	\$101.85
	P053947			SCREWDRIVER,SLOTTED, 1/4"X 4",	\$138.80
	P053947			SCREWDRIVER,SLOTTED, 3/8"X 8",	\$223.27
	P053947			PLIERS, 7" DIAGONAL HEAVY DUTY	\$113.37
	P053982	9436094800		PROPANE TORCH, SELF IGNITING	\$357.95
	P053982	9436094826		ANTIBIOTIC OINTMENT, 1/32 OZ,	\$3.87
	P053982			WRENCH, ADJUSTABLE, 12 IN,	\$115.86
	P053982	9436373162		TOILET SEAT COVER, 1/2 FOLD	\$122.65
	P053982			BATTERY AAA ALKALINE 24/PK,	\$71.48
	P053982			BATTERY C ALKALINE, 12PK 72/CS	\$82.65
	P053982			BATTERY AA ALKALINE, 24PK	\$214.43
	P053982			TOWELS, SCRUBS-IN-A-BUCKET	\$104.10
	P053982			WRENCH, ADJUSTABLE, 8 IN,	\$65.21
	P053982			CLEANER GLASS, WINDEX, 1 GAL	\$51.90
	P053982			BATTERY D ALKALINE, 12PK 72/CS	\$51.14
	P053982			ADJUST SALES TAX	(\$0.01)
	P053982			HANDLE BROOM, TAPERED, 1 1/8"	\$13.27



City Of Richland

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From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GRAINGER	P053982	9436373162	212373	BUCKET PLASTIC, 10 QT MARKED,	\$14.10
	P053982			BROOM, FLOOR, 24" PUSH TYPE,	\$24.09
	P053982			PAINT, SPRAY, FLAT BLACK,	\$26.51
	P053982			PAINT, SPRAY, GLOSS BLACK,	\$25.93
	P053982			BRUSH DAIRY 4 X 3" FACE, 8 1/2"	\$25.47
	P053982			PAINT, SPRAY, PRIMER GRAY,	\$51.85
	P053982			WRENCH, ADJUSTABLE, 6 IN,	\$80.66
	P053982			TAPE BARRICADE YELLOW CAUTION,	\$176.75
	P053982			BROOM, CORN, LARGE HEAVY DUTY	\$24.43
	P053982			HAND SANITIZER, DISPENSER	\$36.82
	P053982			LUBRICANT, WD-40, 16 OZ CAN,	\$128.66
	P053982			PAINT, SPRAY, GLOSS WHITE,	\$26.51
	P053982			BRUSH, CARWASH, 9" BLOCK,	\$9.42
	P053982			BATTERY 6 VOLT GENERAL PURPOSE	\$10.66
	P053982			HANDLE BROOM, THREADED, 15/16"	\$12.73
	P053982			PAINT, SPRAY, HUNTER GREEN	\$30.09
	P053982			INSECTICIDE, WASP & HORNET	\$199.10
	P053982			CLEANER DEGREASER, CRC LECTRA	\$312.94
NORCO INC	P053885	13474341	212421	VISOR, RATCHET HEADGEAR, MODEL	\$48.28
	P053885			SQWINCHER, FASTPACK, GRAPE	\$519.41
	P053885			HEARING PROTECTOR, MUFF-STYLE,	\$155.52
	P053885			HARD HAT, WIDE BRIM, WHITE,	\$67.25
	P053885			HARD HAT SUSPENSION, RATCHET	\$63.03
PROPET DISTRIBUTORS INC DBA	P053943	100913	212437	BAG, ANIMAL LITTER PICK UP	\$2,257.74
TOTAL ****					\$9,610.08
Division:	903	CENTRAL STORES			
CANON SOLUTIONS AMERICA INC		734321	212330	W6520 COLOR COPIER PRTSHOP-APR	\$687.67
CENTRAL STORES TOTAL ****					\$687.67
CENTRAL STORES FUND Total ***					\$10,297.75
FUND	502	EQUIPMENT MAINTENANCE FUND			
Division:	214	EQUIPMENT MAINTENANCE			
A & E TOWING LLC		4325	212295	TOW SERVICE 5/1/14	\$343.31
APPLIED INDUSTRIAL TECH INC		7002109714	212306	CHAIN VEH 4000 WO 35615	\$19.35
ARAMARK UNIFORM SERVICES INC	S015744	4/14-934962000	212307	LINEN CHARGES FOR APRIL, 2014	\$166.90
BANK OF AMERICA		TXN00016497	212140	NEWEGG-ERGO WIRELESS KEYBOARD	\$57.99
CASCADE FIRE EQUIPMENT CORP DBA		110716	212333	MIRRORS VEH 5023 WO 35541	\$1,016.16
		110731		SWITCHES VEH 5032 WO 35398	\$327.42
CITY OF RICHLAND		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$2,946.97
CONNELL OIL INC		0086142-IN	212350	LUBE PRODUCTS	\$1,248.61



City Of Richland

VL-1 Voucher Listing

From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FASTENAL COMPANY		WARIC43427	212363	WIPES/EAR PLUGS	\$684.52
		WARIC43500		FILTER VEH 4300 WO 35064	\$17.22
FASTENERS INC		S3914577.001	212175	BATTERIES/DRILL BITS	\$121.37
FINAL TOUCH UPHOLSTERY		24726	212367	TARP REPAIR VHE 3320 35542	\$92.05
		24944		SEAT REPAIR VEH 5041 WO 35220	\$155.96
GROVER DYKES AUTO GROUP INC DBA		343002	212375	WEATHERSTRIP VEH 5041 35220	\$175.89
JIM'S PACIFIC GARAGES INC		1122766	212184	ACCUMULATOR VEH 3280 WO 35255	\$60.10
		1122774		THERMOSTAT VEH 3292 WO 35548	\$172.10
		1122775		DRUM VEH 3285 WO 35442	\$272.26
		1123112		FILTERS VEH 3255 WO 35621	\$126.16
		1123189		TANK ASSY VEH 7126 WO 35623	\$159.48
		1123688		WATER PUMP VEH 3255 WO 35520	\$873.92
		1124210	212390	MUDFLAPS VEH 3327 WO 35701	\$23.87
		1124244		PLUG/SEAL VEH 3280 WO 35355	\$8.83
		1124249		RETURNED WTR PUMP VEH 3255	(\$590.38)
		1124250		WTR PUMPS VEH 3255 WO 35520	\$590.38
		1124259		AC COMPRESSOR VEH 3306 35705	\$227.37
		1124329		RETURNED FUEL-AIR FILTERS	(\$134.23)
		1124474		AIR FILTER VEH 7146 WO 35722	\$17.07
JT AUTOMOTIVE PARTS INC DBA		306521	212391	FILTER KIT VEH 2256 WO 35509	\$63.34
		306569		CONNECTOR VEH 3322 WO 35522	\$18.05
		306582		STETHOSCOPE VEH 5042 WO 35503	\$8.87
		306648		SHOCK VEH 1347 WO 35491	\$472.66
		306650		ALTERNATOR VEH 3161 WO 35511	\$147.80
		306664		ADAPTER VEH 2398 WO 35525	\$162.49
		306680		ALTERNATOR VEH 2283 WO 35527	\$262.44
		306681		BATTERY VEH 3196 WO 35524	\$155.36
		306699		WIPERS VEH 3225 WO 35529	\$19.56
		306708		DISC PAD VEH 1347 WO 35491	\$57.39
		306727		BATTERY VEH 4126 WO 35510	\$112.20
		306736		WIPERS VEH 3315 WO 35206	\$20.77
		306766		FILTER VEH 2380 WO 35535	\$7.60
		306803		FILTERS VEH 3286 WO 35543	\$73.23
		306812		FILTER VEH 3292 WO 35477	\$13.91
		306813		WIPERS VEH 2341 WO 35516	\$19.56
		306814		PLUG VEH 6410 WO 35512	\$8.30
		306821		FILTERS VEH 6567 WO 35544	\$58.30
		306828		FILTERS VEH 3218 WO 35546	\$21.48
		306831		CLEANER VEH 3244 WO 35510	\$65.30
		306918		DISC PAD VEH 3218 WO 35530	\$65.84
		306919		TIE ROD END VEH 3285 WO 35442	\$63.88



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From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		306920	212391	BRK CLNR VEH 3175 WO 35422	\$14.88
		306923		STRIPPER VEH 3279 WO 35316	\$33.81
		306940		RELAY VEH 6585 WO 35549	\$101.37
		306955		COMPRESSOR VEH 2319 WO 35384	\$315.40
		306961		DURA FLUSH VEH 2319 WO 35384	\$102.82
		306976		FILTERS VEH 7146 WO 35563	\$110.22
		306986		CORE DEPOSIT	(\$128.88)
		307028		FILTERS VEH 3283 WO 35566	\$119.82
		307044		FILTERS VEH 1101 WO 35568	\$18.95
		307046		FILTERS VEH 1108 WO 35571	\$18.95
		307047		FILTERS VEH 1107 WO 35570	\$18.95
		307048		FILTERS VEH 1104 WO 35569	\$18.95
		307049		FILTERS VEH 1204 WO 35575	\$18.95
		307050		FILTERS VEH 1210 WO 35578	\$16.29
		307051		FILTER VEH 1207 WO 35577	\$18.95
		307052		FILTERS VEH 1205 WO 35576	\$18.95
		307053		FILTERS VEH 1203 WO 35574	\$18.95
		307054		FILTER VEH 1202 WO 35573	\$18.95
		307055		FILTERS VEH 1201 WO 35572	\$18.95
		307085		SOCKET VEH 3285 WO 35442	\$29.73
		307121		LUBE VEH 4000 WO 35261	\$7.57
		307129		DISC PAD VEH 2408 WO 35591	\$74.48
		307145		FILTERS VEH 1211 WO 35600	\$16.29
		307146		FILTER VEH 3175 WO 35422	\$22.21
		307147		FILTERS VEH 1368 WO 35597	\$10.01
		307148		FILTERS VEH 2411 WO 35599	\$16.29
		307149		FILTERS VEH 3323 WO 35598	\$15.99
		307150		FILTERS VEH 2410 WO 35602	\$16.29
		307165		VBELT VEH 3286 WO 35552	\$16.02
		307172		FILTER VEH 3286 WO 35552	\$32.50
		307176		SOCKET VEH 3279 WO 35316	\$41.63
		307179		CHOCK VEH 9500 WO 35603	\$47.61
		307193		BRK PADS VEH 3293 WO 35421	\$47.46
		307196		FREIGHT VEH 3175 WO 35422	\$10.64
		307200		RTRN DISC PAD VEH 3293 WO35421	(\$75.23)
		307203		ROTOR VEH 2408 WO 35591	\$90.76
		307206		BRK CLNR VEH 4000 WO 35261	\$19.84
		307221		TOOL BOX VEH 2420 WO 35581	\$738.40
		307245		BATTERY VEH 3280 WO 35255	\$473.62
		307249		SPRK PLG VEH 3266 WO 35594	\$2.46
		307285		LAMP VEH 3282 WO 35523	\$8.20



City Of Richland

VL-1 Voucher Listing

From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		307292	212391	CABLE VEH 2283 WO 35609	\$6.05
		307321		DISC PAD VEH 1107 WO 35582	\$129.92
		307394		EPOXY VEH 3285 WO 35442	\$11.78
		307425		BATTERY VEH 6562 WO 35619	\$46.41
		307428		FILTERS VEH 3255 WO 35621	\$83.72
		307429		FILTERS VEH 3204 WO 35620	\$87.58
		307437		FLUID VEH 3321 WO 35622	\$11.90
		307463		BATTERY VEH 2408 35616	\$115.50
		307475		FILTER VEH 3266 WO 35637	\$22.86
		307494		FILTERS VEH 7145 WO 35636	\$133.14
		307498		RADIATOR VEH 2366 WO 35638	\$206.79
		307502		FILTER VEH 3175 WO 35422	\$29.72
		307504		BRK CLNR VEH 3175 WO 35422	\$19.84
		307546		COMPRESSOR VEH 2304 WO 35606	\$276.94
		307580		FILTER VEH 4000 WO 35644	\$4.97
		307588		COIL VEH 2304 WO 35606	\$47.63
		307597		THERMOSTAT VEH 2366 WO 35638	\$29.60
		307617		DUTY VEH 3296 WO 35653	\$20.77
		307620		BLAC VEH 2420 WO 35581	\$17.87
		307628		FILTERS VEH 2413 WO 35658	\$16.29
		307640		TRAPS VEH 3296 WO 35653	\$13.13
		307648		FLUID VEH 3267 WO 35627	\$35.48
		307674		SHOP SUPPLIES	\$40.06
		307702		RTRN SHOP SUPPLIES	(\$0.53)
		307704		BRK CLNR VEH 3267 WO 35627	\$43.49
		307705		WIPER BLDS VEH 2328 WO 35648	\$20.56
		307706		WIPERS VEH 2379 WO 35649	\$23.80
		307710		BRK CLNR VEH 6559 WO 35645	\$7.44
		307724		SHOP SUPPLIES	\$52.08
		307734		PLUG VEH 1104 WO 35668	\$6.76
		307742		ALU VEH 3255 WO 35520	\$11.91
		307878		PLUG VEH 4126 WO 35666	\$5.96
		307879		BRK CLNR VEH 7122 WO 35670	\$2.48
		307885		RELAY VEH 3312 WO 35550	\$13.99
		307919		RADIATOR VEH 3196 WO 35647	\$442.10
		307921		FILTER VEH 2393 WO 35702	\$18.09
		307922		FILTER VEH 2404 WO 35698	\$16.29
		307923		FILTERS VEH 2405 WO 35693	\$16.29
		307924		FILTER VEH 2375 WO 35694	\$18.09
		307935		FILTERS VEH 2390 WO 35695	\$18.09
		307936		FILTERS VEH 2385 WO 35696	\$16.29



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From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		307937	212391	FILTER VEH 2373 WO 35697	\$18.09
		307956		HANDLE VEH 2366 WO 35688	\$62.55
		307959		FLUID VEH 3318 WO 35690	\$37.15
		307961		BATTERY VEH 7112 WO 35686	\$118.00
		307971		CORE DEPOSIT	(\$16.25)
		308037		THERMOSTAT VEH 3196 WO 35647	\$6.79
		308050		BELT VEH 3306 WO 35705	\$141.48
		308075		SHOP SUPPLIES	\$3.78
		308086		SHOP SUPPLIES	\$85.56
		308095		PIPE VEH 7151 WO 35716	\$15.40
		308096		SHOP SUPPLIES	\$27.06
		308101		VALVE VEH 3321 WO 35562	\$991.04
		308123		FILTER VEH 2358 WO 35713	\$19.07
		308130		SLIME VEH 9500 WO 35718	\$19.16
		308135		LAMP VEH 2272 WO 35714	\$8.06
		308168		LOOM VEH 3284 WO 35650	\$18.11
		308173		CIRCUIT BRKR VEH 1347 WO 35707	\$6.54
		308181		SHOP SUPPLIES	\$26.97
		308192		FILTER VEH 3306 WO 35705	\$12.15
		308193		FILTERS VEH 3306 WO 35735	\$66.83
		308214		BATTERY VEH 5044 WO 35734	\$109.04
		308222		FILTER VEH 3299 WO 35737	\$16.29
		308252		FILTERS VEH 7137 WO 35739	\$47.00
		308261		SOAP VEH 5031 WO 35640	\$13.70
		308364		PLUG VEH 4101 WO 35748	\$5.96
		308367		SOCKET VEH 3268 WO 35775	\$8.08
		308375		WIRE VEH 7134 WO 35354	\$14.06
		308396		FILTERS VEH 3234 WO 35785	\$16.19
		308397		WPR BLDS VEH 3247 WO 35783	\$27.05
		308434		ADAPTER VEH 2417 WO 35793	\$12.61
		308452		WIPERS VEH 3306 WO 35735	\$23.80
		308454		TAPE VEH 3284 WO 35791	\$13.14
		308479		FILTER VEH 7143 WO 35803	\$259.30
		308517		GASK VEH 3204 WO 35673	\$27.70
		308582		FILTERS VEH 2369 WO 35809	\$16.29
KAMAN INDUSTRIAL TECHNOLOGIES		U699705	212401	NEEDLE YOKE VEH 4300 35064	\$464.90
MOBILE FLEET SERVICE INC		1241210032	212416	EVAP COIL VEH 3204 WO 35500	\$363.16
MONARCH MACHINE & TOOL CO INC		B170914	212417	ALUM PANS VEH 3276 WO 35607	\$1,159.59
NOVUS GLASS		I0005157	212422	WS REPAIR VEH 2411 WO 35626	\$32.49
		I0005158		WS REPAIR VEH 1376 WO 35625	\$32.49
		I0005843		WINDSHIELD VEH 4134 WO 35624	\$152.90



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From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
OXARC INC		PS51867	212553	GAS CYLINDERS	\$121.04
		PS76543	212423	HELMET GEAR BAGS	\$58.90
		R268563		SHOP GASES	\$103.10
PAPE' MATERIAL HANDLING		7222977	212188	GAUGE VEH 7134 WO 35354	\$46.58
RDO EQUIPMENT CO		P21792	212560	BLADE	\$169.94
		P21793		BLADE VEH 6565 WO 35719	\$286.53
		P21794		BLADE VEH 6567 WO 35743	\$169.94
SIX STATES DISTRIBUTORS INC		06 210282	212195	HYDRAULIC PUMP VEH 3175 35422	\$539.63
		06 210443		CLUTCH VEH 3175 WO 35422	\$189.84
SPECIAL ASPHALT PRODUCTS INC		INVC064450	212196	ELECTRIC HOSE VEH 6585 35549	\$3,211.64
THE FAB SHOP LLC		20454	212465	PREWETT SYSTEM VEH 6590 35593	\$13,037.73
WASHINGTON COMMUNICATIONS LLC DBA		359120	212209	LIGHTBAR REPAIR VEH 1207 35586	\$48.88
		359121		LIGHT BAR REPAIR VEH 1201 3558	\$48.88
WESTERN CASCADE CONTAINER LLC		WCC114168	212576	TIEDOWNS VEH 3222 WO 35501	\$2,117.29
WESTERN PETERBILT INC		H221489	212211	PUMP VEH 3309 WO 35587	\$247.15
		H221490		CORE VEH 3309 WO 35587	\$71.78
WESTERN STATES EQUIPMENT COMPANY		PC110277271	212496	ELEMENTS VEH 7138 WO 35708	\$377.25
WESTERN SYSTEMS & FABRICATION INC		7492	212212	BELT ASSY VEH 3282 WO 35523	\$155.15
		7496		ELEMENT VEH 3315 WO 35206	\$127.73
		7501	212497	SWITCH VEH 3281 WO 35610	\$138.31
		7510	212212	CABLE ASSY VEH 3255 WO 35520	\$336.27
		7551	212497	SWITCH VEH 3284 WO 35650	\$135.95
WONDRACK DISTRIBUTING INC		0441016	212498	OFF ROAD DYED DIESEL/LANDFILL	\$3,450.03
		0441268		OFF ROAD DYED DIESEL/LANDFILL	\$4,664.92
		0731516		CARDLOCK FUEL 4/15-4/22/14	\$23,447.98
		0732535		CARDLOCK FUEL 4/23-4/30/14	\$22,327.82
		0732645		CARDLOCK FUEL 5/1-5/8/14	\$22,763.27
WOODPECKER TRUCK & EQUIPMENT INC		1-241200097	212213	SOLENOID VEH 3171 WO 35726	\$414.62
XEROX CORPORATION		073878811	212499	W5135PT BASE CHRGR-APR 2014	\$115.23
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$64.15

EQUIPMENT MAINTENANCE TOTAL ****

\$119,228.92

EQUIPMENT MAINTENANCE FUND Total ***

\$119,228.92

FUND 503

EQUIPMENT REPLACEMENT FUND

Division:

215

EQUIPMENT REPLACEMENT

GROVER DYKES AUTO GROUP INC DBA	P053658	1310-146302	212246	LIC & DOC'S FEE	\$102.25
	P053658			SALES TAX @ 8.6%	\$2,680.80
	P053658			ONE (1) 2014 FORD POLICE UTILI	\$31,172.00
	P053694	1310-146305		ONE (1) 2015 FORD F350 1-TON 2	\$24,697.00
	P053694			SALES TAX @ 8.6%	\$2,123.94
	P053694			LICENSE & DOC FEE	\$102.25



City Of Richland

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From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GROVER DYKES AUTO GROUP INC DBA	P053691	1310-146469	212246	LICENSE & DOC FEE	\$102.25
	P053691			SALES TAX @ 8.6%	\$1,931.99
	P053691			ONE (1) 2014 FORD ESCAPE SE 4W	\$22,465.00
	P053693	1310-146470		ONE (1) 2014 FORD ESCAPE SE 4W	\$22,465.00
	P053693			SALES TAX @ 8.6%	\$1,931.99
	P053693			LICENSE & DOC FEE	\$102.25
MCCURLEY CHEVROLET	P053692	793940	212263	ONE (1) 2014 CHEVROLET EQUINOX	\$22,338.00
	P053692			SALES TAX @ 8.6%	\$1,921.07
	P053692			LICENSE & DOC FEE	\$56.50
	P053690	793957		SALES TAX @ 8.6%	\$1,921.07
	P053690			ONE (1) CHEVROLET EQUINOX AWD,	\$22,338.00
	P053690			LICENSE & DOC FEE	\$56.50
ROWAND MACHINERY CO	P053775	153826	212283	BACKHOE TRADE-IN, 410G, S/N	(\$14,241.45)
	P053775			BACKHOE TRADE-IN, 310SE, S/N	(\$25,992.00)
	P053775			BACKHOE ATTACHMENTS/OPTIONS- 4	\$62,365.64
	P053775			ONE (1) BACKHOE LOADER, JOHN D	\$117,253.16
	P053775			HGAC DISCOUNT- 27%	(\$48,497.08)
EQUIPMENT REPLACEMENT TOTAL ****					\$249,396.13
EQUIPMENT REPLACEMENT FUND Total ***					\$249,396.13

FUND 505

PUBLIC WORKS ADMIN & ENGINEER

Division:

450

PW ADMIN & ENGINEERING

ABADAN INC		ARIN047605	212296	ASBUILTS	\$291.33
BANK OF AMERICA		TXN00016563	212140	NATOA-PW	\$123.00
		TXN00016567		AT&T-BELT HOLDER-GILES	\$27.07
		TXN00016568		NEWEGG-HDMI CABLE	\$5.00
		TXN00016570		NEWEGG-VGA AUDIO CABLE	\$22.00
		TXN00016589		STAPLES-PENTEL SHARP .5MM	\$23.52
		TXN00016601		STAPLES-INK CARTS,LEAD REF,PEN	\$202.60
		TXN00016612		JAVO EDGE-TRIMBLE SCREEN PROT	\$80.08
		TXN00016635		AMERICAN PUBLIC WORKS-2014 NAT	\$91.00
		TXN00016641		TONY ROMA'S-BFCoG TAC MTG	\$16.50
		TXN00016712		TARGET - AIR FRESHNERS	\$38.25
		TXN00016735		WM SUPERCENTER -CAR CHARGERS-S	\$32.40
		TXN00016774		CROWS NEST BAR & GRILL-Good Ro	\$26.66
CITY OF RICHLAND		051914	212339	PW RECORDING FEES	\$601.00
		4/2014 APRIL	212230	CITY UTILITY BILLS/APR 2014	\$767.05
FRONTIER	S015733	12/13-2061882614	212177	TELEPHONE CHARGE 12/19/13-1/18	\$56.20
	S015735	4/14-206-188-2614		TELEPHONE CHARGE 4/19/14-5/18/	\$56.20
RICHLAND ACE HARDWARE		41424	212444	CAULK, WATER TIMER	\$43.84
		41469		2" SPRING CLAMPS	\$14.05



City Of Richland

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From: 5/12/2014 To: 5/23/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		41535	212444	ELECT TAPE, WIRE STRIPPER	\$36.24
US BANK EQUIPMENT FINANCE INC		253372809	212572	XEROX 6604 PYMT 6/6-7/5	\$81.60
WATER SOLUTIONS INC	P053569	8712	212490	DSC (703) BLDG WATER UNIT RENT	\$75.80
WILLIAMSON, SHELDON		14-123 WILLIAMSON	212291	PNWS CONF/EUGENE/WILLIAMSON	\$216.43
XEROX CORPORATION	P053567	073878853	212499	COPIER LEASE FOR 2 MACHINES IN	\$481.32
XO HOLDINGS LLC DBA		0267074372	212501	TELEPHONE CHARGES 4/23-5/22	\$173.70
PW ADMIN & ENGINEERING TOTAL ****					\$3,582.84
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$3,582.84
FUND 506	WORKERS COMPENSATION FUND				
Division:	221	WORKERS COMP INSURANCE RESERVE			
DEPARTMENT OF LABOR & INDUSTRIES		1ST QTR 2014	212355	1ST QTR 2014 SELF INSURANCE	\$71,040.03
WORKERS COMP INSURANCE RESERVE TOTAL ****					\$71,040.03
WORKERS COMPENSATION FUND Total ***					\$71,040.03
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
MAGELLAN BEHAVIORAL HEALTH		MAY 2014	212413	EAP PREMIUMS-MAY 2014	\$669.01
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$669.01
HEALTH CARE/BENEFITS PLAN Total ***					\$669.01
FUND 611	FIREMAN'S PENSION				
Division:	216	FIRE PENSION			
BOWLS, DAVID		MARCH 2014	212323	MEDICAL DOS 3/7-5/6/14	\$880.00
CARRICK, HENRY		040114HC	212332	NON-COVERED RX DOS 4/1/14	\$97.90
CITY OF RICHLAND		14-162 PALMQUIST	212522	WSLEA CONF/CHELAN/PALMQUIST	\$508.18
		14-163 THRAL		WSLEA CONF/CHELAN/THRALL	\$239.96
		14-164 RONEY		WSLEA CONF/CHELAN/RONEY	\$660.29
COLUMBIA INDUSTRIES SUPPORT LLC		153140	212348	SHREDDING SERVICES 4/1/14	\$10.44
CVD CARE LLC DBA		032014RE	212351	DENTAL DOS 3/20 & 3/26/14	\$281.40
LOURDES HEALTH WELLNESS		LAJ53654	212410	LAJ53654 DOS 3/4-3/31/14	\$645.65
FIRE PENSION TOTAL ****					\$3,323.82
FIREMAN'S PENSION Total ***					\$3,323.82
FUND 612	POLICEMEN'S RELIEF & PENSION F				
Division:	217	POLICE PENSION			
ASH & ROBERTS DDS PLLC		102413LB	212218	187375 DENTAL DOS 10/24/13	\$15.00
CENTER VISION & CONTACT LENS CLINIC INC		050814RT	212334	29970 VISION DOS 5/8/14	\$150.00
CITY OF RICHLAND		14-160 COUCH	212522	WSLEA CONF/CHELAN/COUCH	\$660.29



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COLUMBIA INDUSTRIES SUPPORT LLC		153140	212348	SHREDDING SERVICES 4/1/14	\$10.44
QUEST DIAGNOSTICS INC		8772644681	212438	LAB DOS 7/23/13	\$223.60
WENDLAND, WALTER		APRIL 2014	212492	MEDICAL DOS 4/2-4/28/14	\$640.00
POLICE PENSION TOTAL ****					\$1,699.33
POLICEMEN'S RELIEF & PENSION F Total ***					\$1,699.33
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division:	600	SECOMM OPERATIONS GENERAL			
AMERIGAS		3029208880	212304	REFILL PROPANE	\$293.26
BANK OF AMERICA		TXN00016742	212140	FREDMEYER-32 GC,Telecommunicat	\$320.00
		TXN00016771		ALBERTSONS-DOYpartysupplies	\$19.86
		TXN00016775		WFOA- Conf Fees-Aranda	\$83.75
		TXN00016776		COSTCO-DOYCake/Roses	\$37.85
				COSTCO-SECOMMWipes	\$50.60
CENTURYLINK		5/14-509-786-2112	212335	PHONE 5/6-5/20/14	\$90.20
CITY OF RICHLAND		3139294	212338	UTILITY SERVICE 4/1-5/1/14	\$2,499.64
FRONTIER		5/14-206-188-2381	212531	E911/GENERAL 5/10-6/9/14	\$224.10
		5/14-509-628-1472	212177	GENERAL PHONE 5/4-6/3/14	\$59.34
		5/14-509-628-2600	212368	E911/GENERAL PHONE 5/10-6/9	\$1,377.18
		5/14-509-628-2608	212531	GENERAL PHONE 5/7-6/6	\$77.86
LANGUAGE LINE SERVICES LLC		3366788	212407	TRANSLATION SERVICES-APRIL	\$208.49
RECALL SECURE DESTRUCTION SERVICES INC		4002924225	212561	SHREDDING SRVCS 4/7/14	\$77.73
VANGUARD CLEANING SYSTEM OF INLAND NW		42751	212481	JANITORIAL SRVCS-MAY 2014	\$312.50
VERIZON WIRELESS		9724727683	212482	CELLPHONES 5/7-6/6/14	\$282.96
WATER SOLUTIONS INC		8662	212210	WATER FILTRATION 5/7-6/6	\$33.58
XEROX CORPORATION		073878848	212499	W7855 BASE CHRGS-APRIL	\$145.57
XO HOLDINGS LLC DBA		0267186912	212501	LONG DISTANCE 5/1-5/31/14	\$1,217.65
SECOMM OPERATIONS GENERAL TOTAL ****					\$7,412.12
Division:	601	E911 OPERATIONS			
BANK OF AMERICA		TXN00016699	212140	CHAPLAINSERVICESNET-Training-B	\$125.00
		TXN00016705		STAPLES- CDs for E911	\$237.09
		TXN00016706		STAPLES-Stapler/Staples/Labels	\$581.65
		TXN00016775		WFOA- Conf Fees-Aranda	\$83.75
BARBER, JAMES		14-182 BARBER	212219	WCIA BOARD MTG/YAKIMA/BARBER	\$63.01
CITY OF RICHLAND		14-202 HERRERA	212340	DI MGMT/OLYMPIA/HERRERA	\$177.00
		14-203 MUNDY		DI MGMT/OLYMPIA/MUNDY	\$177.00
ENTERPRISE RENT A CAR		4/14-45WA423	212237	14-051 BARBER-RENTAL CAR	\$261.90
				14-083 LETTRICK-RENTAL CAR	\$152.77
				14-114 TOWNE-RENTAL CAR	\$76.38
FERRIS, LORI		050514	212366	FERRIS-CPR CARDS	\$26.80



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FRONTIER		5/14-206-188-2381	212531	E911/GENERAL 5/10-6/9/14	\$224.11
		5/14-509-735-2383		E911 LINE 5/7-6/6/14	\$133.52
HERRERA, MARIA		14-202 HERRERA	212382	DI MGMT/OLYMPIA/HERRERA	\$12.15
KING COUNTY FINANCE		2031133	212403	CBC CONTINUING EDUCATION	\$990.00
MUNDY, SEAN		14-203 MUNDY	212420	DI MGMT/OLYMPIA/MUNDY	\$12.15
E911 OPERATIONS TOTAL ****					\$3,334.28
Division:	602	SECOMM AGENCY			
BANK OF AMERICA		TXN00016769	212140	PLATT ELECTRIC-PBXNetworkRail	\$105.18
		TXN00016772		HOMEDPOT-PBXNetworkRail	(\$45.25)
		TXN00016777		HOMEDPOT-PBXNetworkRail	\$45.25
CERIUM NETWORKS INC	P053726	039162	212517	CHANGE ORDER #1 EMRGNCY RSPNDR	\$9,384.57
	P053726			CISCO UNIFIED COMM MGR BUSINES	\$66,667.00
DESERTGREEN LAWN & TREE CARE LLC		109860	212357	APPLY WEED CONTROL 5/8/14	\$25.80
MEIER ENTERPRISES INC	P053918	13223-RI	212545	UPS REPLACEMENT PROJECT	\$8,006.00
MID COLUMBIA CONSTRUCTION INC DBA		1045923	212548	SPRINKLER START UP-BATTERY	\$38.99
SECOMM AGENCY TOTAL ****					\$84,227.54
SOUTHEAST COMMUNICATIONS CTR Total ***					\$94,973.94
FUND 642		800 MHZ PROJECT			
Division:	610	800 MHZ			
AEROFLEX WICHITA INC	P053880	90075845	212136	FREIGHT	\$354.23
	P053880			ADJUST TAX	(\$0.01)
	P053880			STANDARD CALIBRATION ONLY FOR	\$427.79
BENTON PUD	P053998	5/14-3423907365	212317	RATTLESNAKE MTN RACK LEASE	\$3,065.52
		5/14-4843174575	212164	UTILITY SRVCS 3/27-4/27	\$522.53
KLICKITAT COUNTY PUD		5/14-69552623	212406	GOLGATHA UTILITIES 3/31-4/30	\$193.32
WASHINGTON COMMUNICATIONS LLC DBA	P053715	559975	212487	RATTLESNAKE MTN-REPLACEMENT	\$7,705.55
	P053714	559976		SHIPPING/PROGRAMMING	\$211.19
	P053714			RATTLESNAKE MTN ANTENNA	\$1,776.12
800 MHZ TOTAL ****					\$14,256.24
800 MHZ PROJECT Total ***					\$14,256.24
FUND 643		EMERGENCY MANAGEMENT			
Division:	620	STATE / LOCAL ASSISTANCE			
BANK OF AMERICA		TXN00016476	212140	STAPLES-color paper, notebook	\$58.19
		TXN00016485		DBLTREE HOTEL-Training-Davis	\$151.96
BECK, JEREMY		14-109 BECK	212312	LEPC CONF/CHELAN/BECK	\$25.00
CERIUM NETWORKS INC	P053726	039162	212517	ADDITIONAL CHARGES	\$103.57
	P053726			ADDITIONAL CHARGES	\$2,196.13
	P053726			CISCO UNIFIED COMM MGR BUSINES	\$5,828.87



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CERIUM NETWORKS INC	P053726	039162	212517	CISCO UNIFIED COMM MGR BUSINES	\$6,366.66
	P053726			ADDITIONAL CHARGES	\$2,133.34
CITY OF RICHLAND		14-109 BECK	212340	LEPC CONF/CHELAN/BECK	\$109.00
VERIZON WIRELESS		9724727683	212482	CELLPHONES 5/7-6/6/14	\$57.80
STATE / LOCAL ASSISTANCE TOTAL ****					\$17,030.52
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
AMERIGAS		3029208880	212304	REFILL PROPANE	\$293.26
BANK OF AMERICA		TXN00016775	212140	WFOA- Conf Fees-Aranda	\$157.50
CITY OF RICHLAND		3139294	212338	UTILITY SERVICE 4/1-5/1/14	\$1,666.43
FRONTIER		5/14-509-628-2600	212368	E911/GENERAL PHONE 5/10-6/9	\$1,377.17
MID COLUMBIA CONSTRUCTION INC DBA		1045923	212548	SPRINKLER START UP-BATTERY	\$38.99
RECALL SECURE DESTRUCTION SERVICES INC		4002924225	212561	SHREDDING SRVCS 4/7/14	\$77.73
UNITED PARCEL SERVICE	S015739	000986641194	212290	GROUND PKG W/INSURANCE TO ARRO	\$284.92
VANGUARD CLEANING SYSTEM OF INLAND NW		42751	212481	JANITORIAL SRVCS-MAY 2014	\$312.50
VERIZON WIRELESS		9724727683	212482	CELLPHONES 5/7-6/6/14	\$40.01
XEROX CORPORATION		073878848	212499	W7855 BASE CHRGS-APRIL	\$145.56
XO HOLDINGS LLC DBA		0267186912	212501	LONG DISTANCE 5/1-5/31/14	\$1,217.65
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$5,611.72
Division:	622	DOE EMERGENCY PREPAREDNESS			
CITY OF RICHLAND		14-142 BECK	212231	NREP CONF/SALT LAKE/BECK	\$1,240.96
DESERTGREEN LAWN & TREE CARE LLC		109860	212357	APPLY WEED CONTROL 5/8/14	\$25.80
PACIFIC OFFICE AUTOMATION		079792	212424	F551N FAX MAINT 5/25-8/25/14	\$50.84
VERIZON WIRELESS		9724727683	212482	CELLPHONES 5/7-6/6/14	\$57.80
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$1,375.40
Division:	623	JURISIDICITION			
BANK OF AMERICA		TXN00016575	212140	STONESOUP-WilliamsPipeline-lun	\$301.04
CALVERT, BRIAN		14-230 CALVERT	212328	SLIDE RESPONSE/ARLINGTON	\$439.77
CERIUM NETWORKS INC	P053726	039162	212517	CHANGE ORDER #1 EMRGNCY RSPNDR	\$1,042.73
	P053726			CISCO UNIFIED COMM MGR BUSINES	\$8,333.00
PACIFIC OFFICE AUTOMATION		079792	212424	F551N FAX MAINT 5/25-8/25/14	\$50.85
WATER SOLUTIONS INC		8662	212210	WATER FILTRATION 5/7-6/6	\$33.57
JURISIDICITION TOTAL ****					\$10,200.96
Division:	630	HOMELAND SECURITY PREPARDNESS			
BANK OF AMERICA		TXN00016669	212140	49ER COMMUNICATIONS/RADIO EQUI	\$4,598.94
				49ER COMMUNICATIONS/RADIO EQUI	\$5,174.00
HOMELAND SECURITY PREPARDNESS TOTAL ****					\$9,772.94
EMERGENCY MANAGEMENT Total ***					\$43,991.54



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 803	UTILITY BILL CLEARING FUND				
Division: 000					
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY8251	212214	Customer Refund	\$67.02
		CISPAY8252	212275	Customer Refund	\$170.17
		CISPAY8253	212222	Customer Refund	\$40.11
		CISPAY8254	212277	Customer Refund	\$77.88
		CISPAY8255	212285	Customer Refund	\$115.09
		CISPAY8256	212265	Customer Refund	\$60.69
		CISPAY8257	212248	Customer Refund	\$101.41
		CISPAY8258	212289	Customer Refund	\$111.55
		CISPAY8259	212267	Customer Refund	\$21.30
		CISPAY8260	212228	Customer Refund	\$38.69
		CISPAY8261	212244	Customer Refund	\$30.13
		CISPAY8262	212274	Customer Refund	\$31.14
		CISPAY8263	212225	Customer Refund	\$111.78
		CISPAY8264	212288	Customer Refund	\$83.41
		CISPAY8265	212279	Customer Refund	\$188.81
		CISPAY8266	212233	Customer Refund	\$32.85
		CISPAY8267	212258	Customer Refund	\$105.34
		CISPAY8269	212266	Customer Refund	\$133.57
		CISPAY8270	212260	Customer Refund	\$60.82
		CISPAY8271	212227	Customer Refund	\$105.37
		CISPAY8272	212281	Customer Refund	\$86.49
		CISPAY8273	212251	Customer Refund	\$119.29
		CISPAY8274	212286	Customer Refund	\$114.67
		CISPAY8275	212216	Customer Refund	\$83.82
		CISPAY8276	212238	Customer Refund	\$6.68
		CISPAY8277	212247	Customer Refund	\$104.54
		CISPAY8278	212229	Customer Refund	\$110.72
		CISPAY8279	212235	Customer Refund	\$102.61
		CISPAY8280	212215	Customer Refund	\$120.27
		CISPAY8281	212255	Customer Refund	\$59.38
		CISPAY8282	212226	Customer Refund	\$92.26
		CISPAY8283	212252	Customer Refund	\$390.94
		CISPAY8284	212223	Customer Refund	\$91.86
		CISPAY8285	212224	Customer Refund	\$77.41
		CISPAY8286	212280	Customer Refund	\$113.11
		CISPAY8287	212254	Customer Refund	\$94.24
		CISPAY8288	212259	Customer Refund	\$179.13



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY8289	212282	Customer Refund	\$132.63
		CISPAY8290	212250	Customer Refund	\$102.42
		CISPAY8291	212284	Customer Refund	\$61.63
		CISPAY8292	212262	Customer Refund	\$51.59
		CISPAY8293	212272	Customer Refund	\$90.97
		CISPAY8294	212249	Customer Refund	\$83.33
		CISPAY8295	212278	Customer Refund	\$121.01
		CISPAY8296	212509	Customer Refund	\$46.94
		CISPAY8297	212554	Customer Refund	\$219.52
		CISPAY8298	212574	Customer Refund	\$135.65
		CISPAY8299	212536	Customer Refund	\$95.48
		CISPAY8300	212532	Customer Refund	\$130.51
		CISPAY8301	212564	Customer Refund	\$38.48
		CISPAY8302	212559	Customer Refund	\$291.75
		CISPAY8303	212566	Customer Refund	\$201.20
		CISPAY8304	212537	Customer Refund	\$7.49
		CISPAY8305	212578	Customer Refund	\$114.57
		CISPAY8306	212539	Customer Refund	\$74.95
		CISPAY8307	212506	Customer Refund	\$36.60
		CISPAY8308	212538	Customer Refund	\$107.18
		CISPAY8309	212546	Customer Refund	\$132.00
		CISPAY8310	212541	Customer Refund	\$116.16
		CISPAY8311	212514	Customer Refund	\$70.36
		CISPAY8312	212525	Customer Refund	\$74.38
		CISPAY8313	212505	Customer Refund	\$47.65
		CISPAY8314	212552	Customer Refund	\$263.79
		CISPAY8315	212543	Customer Refund	\$119.02
		CISPAY8316	212540	Customer Refund	\$83.02
		CISPAY8317	212547	Customer Refund	\$21.73
		CISPAY8318	212519	Customer Refund	\$73.27
		CISPAY8319	212507	Customer Refund	\$5.19
TOTAL ****					\$6,785.02
UTILITY BILL CLEARING FUND Total ***					\$6,785.02



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VL-1 Voucher Listing

From: 5/12/2014 To: 5/23/2014

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

\$2,047,779.45

Number of Invoices

Amount

Vouchers In Richland	312	\$378,030.47
Vouchers In Tri Cities	144	\$539,622.36
Vouchers In WA	216	\$641,591.54
Vouchers Outside WA	1073	\$488,535.08
Vouchers Final Total.....	1745	\$2,047,779.45

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$98.90	0%
2	BENEFITS	\$75,458.37	3.68%
3	SUPPLIES	\$199,544.82	9.74%
4	OTHER SERVICES & CHARGES	\$517,556.92	25.27%
5	INTERGOVERNMENTAL SERVICES	\$16,585.78	0.81%
6	CAPITAL PROJECTS	\$455,223.24	22.23%
	MACHINERY & EQUIPMENT	\$420,803.12	20.55%
7	DEBT SERVICE PRINCIPAL	\$30,939.41	1.51%
8	INTEREST	\$20,423.61	1%
	REFUNDS	\$6,785.02	0.33%
9	INTERFUND SERVICES	\$8,522.70	0.42%
	INVENTORY PURCHASES	\$295,837.56	14.45%
	Total	\$2,047,779.45	



Council Agenda Coversheet

Council Date: 06/03/2014

Category: Items of Business

Agenda Item: B1

Key Element: Key 7 - Housing and Neighborhoods

Subject: ORDINANCE NO. 11-14, CLEARWATER CREEK ZONE CHANGE

Department: Community and Development Services

Ordinance/Resolution: 11-14

Reference:

Document Type: Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 11-14, approving a zone change request submitted by Hayden Homes to re-designate 89.6 acres of Agricultural zoned land as Medium Density Residential Small Lot, and another 17.6 acres as Natural Open Space, subject to the provisions of a Property Use and Development Agreement.

Summary:

At its meeting of May 20, 2014, Council considered the closed record established for the proposed Clearwater Creek zone change and preliminary plat applications, and also granted first reading to Ordinance No. 11-14. Passage of this ordinance would approve Hayden Homes' application to the City for the rezoning of property located west of Steptoe Street, south of Claybell Park, east of the Amon Preserve and north of the BN Railroad. The proposal includes the rezoning of 89.6 acres from Agricultural to Medium Density Residential Small Lot and the rezoning of 17.6 acres from Agricultural to Natural Open Space. Additionally, the proposal includes the subdivision of this land through a preliminary plat.

Both of these applications were reviewed by the Planning Commission in an open-record hearing on April 23, 2014. The Commission received extensive written and verbal testimony. Ultimately, the Commission voted 4 to 2 in favor of a motion recommending approval of the project. By City code, a recommendation of the Planning Commission on a change in zoning requires a majority of the full nine member Commission, therefore the vote resulted in no recommendation for the proposed zone change.

Staff recommends approval of the proposed zone change subject to the attached Property Use and Development Agreement. A separate agenda item has been prepared for Council's consideration of the preliminary plat application.

Fiscal Impact?

☐ Yes ☒ No

No direct fiscal impact will result from approval. The action will facilitate future development of the subject property with single-family homes with an associated increase in property tax revenues. As the property develops, increased demand for City services and ongoing maintenance responsibilities for the public infrastructure within the plat boundaries will increase costs to the City.

Attachments:

- 1) Ordinance No. 11-14
- 2) Existing Zoning Map
- 3) Proposed Zoning Map

City Manager Approved:

Hopkins, Marcia
May 30, 11:59:43 GMT-0700 2014

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 11-14

AN ORDINANCE of the City of Richland relating to land use, zoning classifications and districts and amending the Official Zoning Map of the City by amending Sectional Maps No. 40, 41 and No. 42 so as to change the zoning on 89.6 acres from Agricultural (AG) to Medium Density Residential Small Lot (R2-S), contingent upon the recording of a properly executed, delivered and accepted Property Use and Development Agreement and to change zoning of 17.6 acres in the Amon Wasteway from Agricultural (AG) to Natural Open Space (NOS). Said property is located west of Steptoe Street, South of Claybell Park, north of the BNSF Railroad right-of-way [Hayden Homes].

WHEREAS, on April 23, 2014, the Richland Planning Commission held a properly advertised public hearing to consider a petition to change the zoning of the property hereafter described, said petitioners also filing a SEPA checklist indicating the expected environmental impact anticipated by such zone change; and

WHEREAS, the Richland Planning Commission, at the April 23, 2014, voted to approve the rezone request by a 4 to 2 vote, which is one vote less than the majority of the

Planning Commission membership which is required by City code to recommend approval of a zone change request and therefore comes to Council without a Planning Commission recommendation; and

WHEREAS, City staff provided a recommendation for approval of the requested zone change subject to the provisions of a properly executed Property Use and Development Agreement; and

WHEREAS, City staff, prior to the Planning Commission's consideration and City Council's consideration of such proposed zone change, has reviewed said SEPA checklist, assessed the environmental impact expected therefrom and issued a Mitigated Determination of Non-Significance (EA04-2014) on March 4, 2014. In response to revisions to the proposal made by Hayden Homes, the City issued an Addendum to the Mitigated Determination of Non-Significance on April 18, 2014; and

WHEREAS, approval of the request for rezone subject to the recommended conditions of approval set forth in the attached Property Use and Development Agreement is subject to the following findings and conclusions:

Findings of Fact:

1. The Richland Comprehensive Land Use Plan for this area designates the majority of the site as Low Density Residential, which allows for a range of density between 0 and 5 units per acre. The portion of the site lying within the Amon Wasteway is designated as Natural Open Space.
2. The Transportation Element of the Comprehensive Plan designates two collector streets planned to cross the subject site: an east-west collector street would provide a future connection between Leslie Road and Steptoe Street and the plan calls for the extension of Bellerive Drive from the north boundary of the site to the intersection with the east-west collector street.
3. The gross density of the proposed Clearwater Creek subdivision is 3.1 units per acre. The net density is 4.5 units per acre.
4. The proposed project would place a Natural Open Space zoning designation on the Amon Wasteway.

5. The proposed subdivision would provide for the extension of Bellerive Drive and also provides for the construction of an east-west collector street.

Conclusion of Law:

1. **The proposed Clearwater Creek project is consistent with and would provide for development of the subject property in conformance with the density and type of land use envisioned in the land use element of the adopted Comprehensive Plan and would implement the collector street plan that is included in the City's Transportation Plan.**

Findings of Fact:

6. The site is currently zoned AG – Agricultural.
7. The proposed change in zoning would designate the majority of the site, approximately 91 acres as R2-S – Medium Density Residential Small Lot zone.
8. The proposed change in zoning would designate approximately 17.6 acres of the site, the portion that is known as the Amon Wasteway, as Natural Open Space.
9. The conditions of approval call for the City and applicant to enter into a Property Use and Development Agreement that would limit development of the site to detached single family units only and would prohibit the construction of duplexes within the project site.
10. Lots within the proposed subdivision meet the width and dimensional standards contained in the R2-S zoning district.
11. The proposed uses within the Amon Wasteway, a road crossing and pedestrian trails, are uses that are allowed within the Natural Open Space zone.

Conclusion of Law:

2. **The proposed zoning is consistent with the regulations applicable to the R2-S zoning district, as conditioned in the Property Use and Development Agreement.**

Findings of Fact:

12. 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.
13. The proposed preliminary plat provides for the creation of a street system, including sidewalks and storm drainage systems that are consistent with City street standards.

14. The proposed preliminary plat meets the design standards contained in RMC Chapter 24.12 relating to street alignment, grade, width, intersections, access limitations and cul-de-sacs.
15. The proposed preliminary plat meets the design standards contained in RMC Chapter 24.12 regarding the configuration of lots and blocks regarding block length and width, and lot access, size and shape.
16. The proposed preliminary plat provides for the extension of domestic water, irrigation water, sanitary sewer and electrical power in a manner that is consistent with City standards.
17. City standards call for the construction of a Secondary Emergency Access Road (SEVA) to serve any development that contains 16 or more homes served by a single access road. The recommended conditions of approval proposed for the project require the installation of this SEVA road.
18. The City has wild land fire protection requirements that apply to homes built on or adjacent to steep slopes that would impact lots within the proposed plat. The recommended conditions of approval require compliance with these wild land fire protection requirements.
19. The proposed preliminary plat includes pedestrian trail corridors that would provide a trail system across the site and would provide links to the adjacent Claybell Park and Amon Preserve areas.
20. The project site is located within the Kennewick School District. The proposal includes a 13.6 acre school site that would provide for a future public school and would also provide opportunities for students living within the Clearwater Creek project to walk to and from school.
21. The proposed project is obligated for the payment of park mitigation fees as required under RMC Chapter 22.10. Additionally, the proximity of the existing Claybell Park, the playgrounds and open spaces that would typically be provided at a school site, the system of pedestrian trails proposed within the project and the adjoining Amon Preserve constitute appropriate provisions for parks and open spaces.
22. The proposed project is obligated for the payment of road impact fees as required under RMC Chapter 12.03. Additionally, the extension of collector streets as identified in the City's Transportation Plan and the construction of streets that are consistent with City design standards are appropriate provisions for roads.
23. Provisions for storm drainage are included in the Mitigated Determination of Non-Significance and in the Technical Advisory Committee Report that were prepared for this project and constitute appropriate provisions for storm drainage.
24. City staff and other public agencies have reviewed the project and have recommended specific conditions of approval as set forth in the Technical Advisory Committee report, dated April 23, 2014.

Conclusion of Law:

3. **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:

25. Following receipt of the application materials for the Clearwater Creek project, the City issued a Notice of Application on August 2, 2013.
26. The City received comments from the public and from public agencies identifying the need for additional environmental information.
27. The City issued a letter to the applicant on September 6, 2013 advising the applicant that additional information is needed in order to make a threshold determination under the provisions of the State Environmental Policy Act.
28. The applicants submitted a revised application and environmental checklist along with a grading plan, a Biological Report and a Geotechnical Site Investigation.
29. Based on this revised application and information submitted by the applicant, the City issued a Mitigated Determination of Non-Significance on March 4, 2014. A total of 29 mitigation measures were made part of the MDNS.
30. Comments from public agencies and from the general public were received by the City.
31. The City issued an addendum to the MDNS on April 18, 2014, in recognition that the applicants made further changes to the proposal, reducing the number of lots from 389 to 320 and in increasing the amount of open space to 32.09 acres.

Conclusion of Law:

4. **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 Mitigation Determination of Non-Significance, dated March 4, 2014 and as addended on April 18, 2014.**

Findings of Fact:

32. Section 19.60.095 of the RMC requires that no preliminary plat application can be approved by the City unless it finds that:
 - A. The development application is consistent with the adopted Comprehensive Plan and meets the requirements and intent of the Richland Municipal Code.
 - B. Impacts of the development have been appropriately identified and mitigated under Chapter 22.09 RMC.
 - C. The development application is beneficial to the public health, safety and welfare and is in the public interest.
 - D. The development does not lower the level of service of transportation facilities below the level of service D, as identified in the Comprehensive Plan; provided, that if a development application is projected to decrease the level of service lower than level of service D, the development may still be approved if

improvements or strategies to raise the level of service above the minimum level of service are made concurrent with development. For the purposes of this section, "concurrent with development" means that required improvements or strategies are in place at the time of occupancy of the project, or a financial commitment is in place to complete the required improvements within six years of approval of the development.

E. Any conditions attached to a project approval are as a direct result of the impacts of the development proposal and are reasonably needed to mitigate the impacts of the development proposal.

33. As identified in Findings #1-11 and Conclusion #1-2, as listed above, the application is consistent with the Comprehensive Plan and with the City zoning regulations, as conditioned.
34. As identified in Findings #25-31 and Conclusion #4, as listed above, the impacts of the development have been appropriately identified and mitigated in accordance with RMC 22.09.
35. As identified in Findings #12-24 and Conclusion #3, as listed above, the application is beneficial to the public health, safety and welfare and is in the public interest.
36. As identified in the findings of fact entered into the record for the Mitigated Determination of Non-Significance for the proposed Clearwater Creek project, the development will not impact the level of service of transportation facilities. Specifically, the transportation impacts of the proposed Clearwater Creek project have been anticipated through the City's the City's Comprehensive Plan and Road Impact Fee regulations. Conformance with those plans and regulations ensures that the transportation level of service will not be negatively impacted.
37. The conditions of approval attached to the project through the MDNS and through the Technical Advisory Committee Report are as a direct result of the impacts of the development proposal and are reasonably needed to mitigate the anticipated impacts of the proposed development.

Conclusions of Law:

- 5. The application meets the criteria for approval as set forth in RMC Section 19.60.095.**
- 6. Based on the above findings and conclusions, approval of the proposed zoning changes and preliminary plat of Clearwater Creek is warranted because the project conforms to all applicable City plans and regulations and would be in the public interest.**

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

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

Section 1. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is Medium Density Residential Small Lot (R2-S) and Natural Open Space (NOS) when consideration is given to the interest of the general public.

Section 2. Contingent upon the recording, as in Section 4 hereof, and within 90 days of the passage of this ordinance, of a properly executed, delivered and accepted "Property Use and Development Agreement" substantially in the form attached hereto as Exhibit A by the petitioner for rezone of the property (Hayden Homes) restricting the use and development of such property and in order to provide for Medium Density Residential Small Lot (R2-S) zoning of the approximate 86-acre site more particularly described as:

Parcel A

THAT PORTION OF SECTION 1, TOWNSHIP 6 NORTH, RANGE 28 EAST, W.M. LYING NORTHWESTERLY OF NORTHERN PACIFIC RAILWAY 400 FOOT RIGHT OF WAY, RECORDS OF BENTON COUNTY, WASHINGTON, EXCEPT THE WEST HALF OF GOVERNMENT LOT 3, ALL OF GOVERNMENT LOT 4 AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1 AND FURTHER EXCEPT TRACT OF LAND IN THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M. DESCRIBED WITH REFERENCE TO THE WASHINGTON COORDINATE SYSTEM SOUTH ZONE, AS FOLLOWS:

BEGINNING [N THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1 AT A POINT NORTH 86°40' 30" EAST, 1,225.23 FEET FROM THE WEST QUARTER CORNER OF SECTION 1, THIS CORNER IS EVIDENCED BY A W.S.R.S. BRASS CAP; THENCE NORTH 54° 26' 00" EAST, 800.00 FEET; THENCE SOUTH 35° 34' 00" EAST, 829.6 FEET TO THE NORTHERLY BOUNDARY OF THE BURLINGTON NORTHERN INC. RAILROAD RIGHT OF WAY; THENCE ALONG SAID BOUNDARY ON A SPIRAL ARC, THE LONG CHORD OF WHICH BEARS SOUTH 59° 14' 25" WEST 12024 FEET; THENCE ALONG THE ARC OF A 4019.72 FOOT RADIUS CURVE TO THE LEFT, OF WHICH THE LONG CHORD BEARS SOUTH 63° 07' 24"

WEST. 691.70 FEET; THENCE NORTH 35° 34' 00" WEST, 694.3 FEET TO THE POINT OF BEGINNING;

AND EXCEPT A TRACT OF LAND WITHIN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 28 EAST. W.M. BENTON COUNTY, WASHINGTON, THE WESTERN BOUNDARY OF SAID TRACT OF LAND BEING 25 FEET WEST OF AND PARALLEL WITH A SURVEY LINE AS MONUMENTED ON THE GROUND FOR THE BONNEVILLE POWER ADMINISTRATION (BPA) BADGER CANYON-REATA NO. 1 TRANSMISSION LINE, THE EASTERN BOUNDARY BEING COINCIDENT WITH THE WESTERN BOUNDARY OF THE BURINGTON NORTHERN RAILROAD RIGHT OF WAY, THE SURVEY LINE IS DESCRIBED WITH REFERENCE TO THE WASHINGTON COORDINATE SYSTEM-SOUTH ZONE, AS FOLLOWS:

BEGINNING AT SURVEY STATION 56+17.0 ON THE SOUTHWESTERLY BOUNDARY TO THE BPA BADGER CANYON SUBSTATION SITE, WHICH BEARS SOUTH 86° 18' 13" EAST, 1,336.6 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 1 EVIDENCED BY A BRASS CAP; THENCE SOUTH 59° 03' 00" WEST. 302.7 FEET TO EQUATION STATION 59+19.6 BK=64÷83.0 AH; THENCE SOUTH 27° 15' 04" WEST, 2,284.6 FEET TO STATION 87+67.6; THENCE SOUTH 29° 19' 07" WEST, 31.8 FEET TO STATION 8799.4 ON THE WEST BOUNDARY OF SAID SECTION 1, WHICH BEARS NORTH 00° 21' 47" WEST, 192.3 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 1 EVIDENCED BY A BRASS CAP;

AND EXCEPT A TRACT OF LAND WITHIN THE WEST HALF OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH. RANGE 28 EAST, W.M. BENTON COUNTY, WASHINGTON, LYING BETWEEN THE WESTERN BOUNDARY OF THE BONNEVILLE POWER ADMINISTRATION (BPA) BADGER CANYON SUBSTATION, THE NORTHERN BOUNDARY OF THE SUBSTATION ENTRANCE ROAD, AS RECORDED AUGUST 5, 1976, UNDER AF#70843 1, RECORDS OF BENTON COUNTY, WASHINGTON, AND A LINE LYING 25 FEET WESTERLY OF A PARALLEL WITH THE SURVEY LINE AS MONUMENTED ON THE GROUND FOR THE BPA BADGER CANYON REATA NO.1 TRANSMISSION LINE, THE SURVEY LINE IS DESCRIBED WITH REFERENCE TO THE WASHINGTON COORDINATE SYSTEM SOUTH ZONE AS FOLLOWS;

BEGINNING AT SURVEY STATION 56+17.0 ON THE SOUTHWESTERLY BOUNDARY OF THE BPA BADGER CANYON SUBSTATION SITE WHICH BEARS SOUTH 86° 18' 13" EAST, 1,338.6 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 1, EVIDENCED BY A BRASS CAP; THENCE SOUTH 59° 03' 00" WEST 302.7 FEET TO EQUATION STATION 59+19.7 BK=64+83.0 AH; THENCE SOUTH 27° 15' 04" WEST 2,284.6 FEET TO STATION 87+67.6; THENCE SOUTH 29° 19' 07" WEST, 31.8 FEET TO STATION 87+99.4 ON THE WEST BOUNDARY OF SAID SECTION 1, WHICH BEARS NORTH 0° 21' 47" WEST. 192.3 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 1, EVIDENCED BY A BRASS CAP;

LESS THAT PORTION FOR ROAD RIGHT OF WAY DESCRIBED AS FOLLOWS:

That portion of the Northeast quarter of the Northeast quarter of Section 1, Township 8 North, Range 28 East, W.M. Beginning at the Northeast corner of the Northeast quarter of said Section 1; thence North 89° 15' 09" West along the North line of said Section 1 for a distance of 393.94 feet; to the point of non-tangent curvature to the left said curve to the left being concave to the Northeast, having a radius of 1092.00 feet; Thence along said curve to the left having a central angle of 01° 49' 15" for an arc distance of 34.70 feet (the radius point of which bears North 69° 21' 49" East, the long chord bears South 21° 32' 49" East a distance of 34.70 feet); thence South 22° 24' 56" West for a distance of 59.40 feet; thence South 67° 24' 56" West for a distance of 34.15 feet; thence South 22° 35' 04" East for a distance of 73.00 feet; thence North 67° 24' 56" East for a distance of 46.15 feet; thence South 67° 35' 04" East for a distance of 80.61 feet; thence South 22° 35' 04" East for a distance of 16.19 feet; thence North 67° 24' 56" East for a distance of 96.00 feet; thence North 22° 35' 04" West for a distance of 28.19 feet; thence North 22° 24' 56" East for a distance of 79.96 feet to a point of non-tangent curvature to the right said curve to the right being concave to the Southeast having a radius of 475.00 feet; thence along said curve to the right having a central angle of 20° 49' 47" for an arc distance of 172.68 feet (the radius point of which bears South 20° 04' 02" East the long chord bears North 80° 20' 51" East a distance of 171.74 feet); thence South 89° 14' 15" East for a distance of 5.99 feet more or less to a point on the East line of said Northeast quarter of said Section 1; thence North 00° 49' 26" East along the East line of said Northeast quarter of said Section 1 for a distance of 25.00 feet more or less to the TRUE POINT OF BEGINNING;

LESS THAT PORTION FOR ROAD RIGHT OF WAY lying in the Northeast quarter of Section 1, Township 8 North, Range 28 East, W.M. DESCRIBED AS FOLLOWS:

Commencing at the East quarter corner of said Section 1, said corner bears North 00° 46' 42" West a distance of 2636.35 feet from the Southeast corner of said Section 1. as shown on Hansen Park, Division 3, Phase I, recorded in Volume 15 of plats, page 268; thence along (he East line of said Northeast quarter North 00° 42' 47" West a distance of 518.94 feet to the POINT OF BEGINNING; thence North 17° 54' 58" West a distance of 308.37 feet; thence North 18° 55' 02" West a distance of 315.05 feet; thence North 17° 53' 59" West a distance of 18.97 feet to a point of curvature with a 957.50 foot radius curve; thence along said curve to the left through a central angle of 06° 27' 19" an arc distance of 107.88 feet to a point of tangency thence North 24° 21' 38" West a distance of 120.57 feet to a point hereinafter referred to as Point "A". said point being the Southwesterly corner of existing right of way as described in AF#2008-028962; thence along said existing right of way North 65° 52' 43" East a distance of 96.00 feet; thence South 23° 40' 32" East a distance of 132.66 feet to a point of curvature with a 1052.00 foot radius curve; thence along said curve to the right through a central angle of 05° 45' 34" an arc distance of 105.75 feet to a point of tangency; thence South 17° 54' 58" East a distance of 19.22 feet thence South 11° 48' 43" East a distance of 120.68 feet; thence South 17° 16' 46" East a distance of 67.90 feet; thence North 72° 43' 14" East a distance of 18.12 feet; thence South 17° 16' 46" East a distance of 26.95 feet; thence South 17°

54' 54" East a distance of 10.81 feet to the East line of said Northeast quarter, thence along said East line South 00° 42' 47" East a distance of 311.47 feet to the POINT OF BEGINNING.

Parcel B

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., RECORDS OF BENTON COUNTY, WASHINGTON. LYING WESTERLY OF THE EASTERLY EXTENSION OF THE EAST LINE OF THE PLAT OF WILLOWBROOK, EXTENDED TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, TOGETHER WITH THE WEST HALF OF THE WEST HALF, EXCEPT GOVERNMENT LOT 4, & EXCEPT THE NORTHWEST QUARTER OF THE SOUTHWEST OF THE NORTHWEST QUARTER, AND ALL LYING NORTHWESTERLY OF THE NORTHERN PACIFIC RAILWAY 400 FOOT CHARTER RIGHT-OF-WAY; LESS THAT PORTION KNOWN AS BADGER CANYON SUBSTATION SITE DEFINED AS FOLLOWS:

A TRACT OF LAND IN THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 28 DESCRIBED WITH REFERENCE TO THE WASHINGTON COORDINATE SYSTEM-SOUTH ZONE. AS FOLLOWS:

BEGINNING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1 AT A POINT NORTH 86°40' 30' EAST, 1,225.23 FEET FROM THE WEST QUARTER CORNER OF SECTION 1, THIS CORNER IS EVIDENCED BY A W.S.R.S. BRASS CAP; THENCE NORTH 54° 26'00' EAST, 600 FEET; THENCE SOUTH 35° 34' 00' EAST, 829.6 FEET TO THE NORTHERLY BOUNDARY OF THE BURLINGTON NORTHERN INC. RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID BOUNDARY ON A SPIRAL ARC, THE LONG CHORD OF WHICH BEARS SOUTH 69° 14' 25' WEST, 120.24 FEET; THENCE ALONG THE ARC OF A 4019.72 FOOT RADIUS CURVE TO THE LEFT, OF WHICH THE LONG CHORD BEARS SOUTH 63° 07' 24' WEST, 691.70 FEET; THENCE NORTH 35° 34' 00' WEST, 694.3 FEET TO THE POINT OF BEGINNING;

EXCEPT A TRACT OF LAND WITHIN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP B NORTH, RANGE 28, THE WESTERN BOUNDARY OF SAID TRACT OF LAND BEING 25 FEET WEST OF AND PARALLEL WITH A SURVEY LINE AS MONUMENTED ON THE GROUND FOR THE BONNEVILLE POWER ADMINISTRATION BADGER CANYON-REATA NO 1 TRANSMISSION LINE, THE EASTERN BOUNDARY BEING COINCIDENT WITH THE WESTERN BOUNDARY OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY, THE SURVEY LINE IS DESCRIBED WITH REFERENCE TO THE WASHINGTON COORDINATE SYSTEM-SOUTH ZONE AS FOLLOWS:

BEGINNING AT SURVEY STATION 56+17.0 ON THE SOUTHWESTERLY BOUNDARY TO THE BPA BADGER CANYON SUBSTATION SITE, WHICH BEARS SOUTH 86° 18'13" EAST, 1,338.6 FEET FROM THE WEST QUARTER-CORNER OF SAID SECTION 1, EVIDENCED BY A BRASS CAP; THENCE SOUTH 59° 03' 00' WEST, 302.7 FEET TO EQUATION STATION 59+19.6 BK=°64+83M All; THENCE SOUTH 27° 15' 04' WEST, 2,284.6 FEET TO STATION 87+67.6; THENCE SOUTH 29° 19' 07' WEST, 31.8 FEET TO STATION 87+99.4 ON THE WEST BOUNDARY OF SAID SECTION 1, WHICH BEARS NORTH 0° 21' 47' WEST, 192.3 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 1 EVIDENCED BY A BRASS CAP;

AND EXCEPT A TRACT OF LAND WITHIN THE WEST HALF OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 28, LYING BETWEEN THE WESTERN BOUNDARY OF THE BONNEVILLE POWER ADMINISTRATION BADGER CANYON SUBSTATION, THE NORTHERN BOUNDARY OF THE SUBSTATION ENTRANCE ROAD. AS REC'D AUGUST 5, 1976. AND A LINE LYING 25 FEET WESTERLY OF A PARALLEL WITH THE SURVEY MONUMENTED ON THE GROUND FOR THE BPA BADGER CANYON-REATA NO 1 TRANSMISSION LINE, THE SURVEY LINE IS DESCRIBED WITH REFERENCE TO THE WASHINGTON COORDINATE SYSTEM-SOUTH ZONE AS FOLLOWS:

BEGINNING AT SURVEY STATION 56+17.0 ON THE SOUTHWESTERLY BOUNDARY OF THE BPA BADGER CANYON SUBSTATION SITE WHICH BEARS SOUTH 86° 18' 13' EAST, 1338.6 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 1, EVIDENCED BY A BRASS CAP; THENCE SOUTH 59° 03' 00' WEST 302.7 FEET TO EQUATION STATION 59+19.7 BK=64+83.0 AH; THENCE SOUTH 27° 15' 04' WEST 2,284.6 FEET TO STATION 87+67.6; THENCE SOUTH 29° 19' 07' WEST, 31.8 FEET TO STATION 87+99.4 ON THE WEST BOUNDARY OF SAID SECTION 1, WHICH BEARS NORTH 0° 21' 47' WEST, 192.3 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 1, EVIDENCED BY A BRASS CAP;

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

That portion of the Northeast quarter of the Southwest quarter of the Northwest quarter AND of the Southeast quarter of the Northwest quarter, all in Section 1, Township 8 North, Range 28 East, W.M., Benton County, Washington, being more particularly described as follows:

Beginning at the Southwest corner of the Northeast quarter of the Southwest quarter of the Northwest quarter of said Section 1. Said point also being the most Southerly Southeast corner of Tract 3, of the P1st of Willowbrook No. 1, according to the Plat thereof recorded in Volume 14 of Plats, Page 13, records of Benton County; thence North 0°26' 15' West 604.07 feet along the West line of said Northeast quarter of the Southwest quarter of the Northwest quarter AND the East line of said Tract J; thence North 88°01'22" East 751.27 feet along the North line of said Northeast quarter of the Southwest quarter of the Northwest quarter AND the North line of said Southeast

quarter of the Northwest quarter AND the South line of said Tract J, AND the South line of Tract G, of said Plat of Willowbrook No. 1, to the Southeast corner of said Tract G; thence South 49°49'41" West 976.57 feet to the Point of Beginning;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

That portion of the West half of Section 1, Township 8 North, Range 28 East, W.M., Benton County, Washington, described as follows:

Commencing at the West quarter corner of said Section 1; thence North 00°23'11" West, along the West line of said Section 1, for 624.81 feet to the Northwest corner of the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 1; Thence North 86° 18'11" East, along the North line of said subdivision, for 40.07 feet to the East right of way margin of Leslie Road and the True Point of Beginning; Thence North 86°08'11" East for 629.89 feet to the Northeast corner of said Southwest quarter of the Southwest quarter of the Northwest quarter; Thence North 49°47'39" East for 977.08 feet to the Northeast corner of the Southwest quarter of the Northwest quarter; Thence North 88°00'59" East, along the North line of the Southeast quarter of the Northwest quarter for 585.89 feet; Thence South 00°31'47" East for 361.12 feet; Thence South 54°26'12" West for 1147.32 feet; Thence South 35°33'48" East for 438.36 feet to an angle point in the Northerly line of the Bonneville Power Administration (BPA) Badger Canyon Substation; thence South 59°03'12" West, along said BPA Boundary, for 307.80 feet; Thence South 27°51'16" West, along said BPA Boundary, for 2,275.27 feet to the West line of said Section 1; Thence North 00°23'17" West, along said West line of Section 1, for 138.96 feet to intersect the Easterly right of way margin of Leslie Road on a 1472.39 foot radius curve concave to the Northwest (the radius point bears North 77°00'11" West); Thence Northeasterly along the arc of said curve to the left, through a central angle of 13°23'07", for an arc distance of 343.97 feet to the point of tangency; Thence North 00°23'17" West, along said Easterly right of way margin, for 520.65 feet; thence North 00°23'06" West, along said Easterly right of way margin, for 1,250.03 feet, thence North 00°23'11" West, along said Easterly right of way margin, for 623.61 feet to the True Point of Beginning.

END OF LEGAL DESCRIPTION

CONTAINS 10.24 ACRES.

Such land is rezoned from Agricultural (AG) to Medium Density Residential Small Lot (R2-S) to Natural Open Space (NOS).

Section 3. Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, are amended by amending Sectional Maps No. 40, 41 and 42 which are three of a series of maps constituting said

Official Zoning Map, as shown on the attached Sectional Maps No. 40, 41 and 42 bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 4. Upon receipt of a properly executed "Property Use and Development Agreement," as contemplated in Section 2 hereof, the City Manager is authorized to accept the same for and on behalf of the City, and upon such acceptance is authorized and directed to indicate such acceptance thereon, and, to cause said agreement to be recorded in the records of the Benton County Auditor, and to file said recorded agreement with the City Clerk.

Section 5. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this ordinance and the attached amended Sectional Maps No. 40, 41 and 42, duly certified by the Clerk as a true copy.

Section 6. This ordinance shall take effect on the day following the date of its publication in the official newspaper of the City.

[Signature Page to Follow]

PASSED by the City Council of the City of Richland on this _____ day of _____, 2014.

DAVID W. ROSE
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

Date Published: _____

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2014,
by and between the CITY OF RICHLAND and Hayden Homes (Petitioner).

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

WHEREAS, the City of Richland is currently entertaining an application by the Hayden Homes, (hereinafter "Petitioner") for a change of zone covering a 131.9-acre site located in Benton County, Washington (hereinafter "Property") and more particularly described in Ordinance No. 11-14.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from AG - Agricultural to R2-S - Single Family Residential Small Lot and to NOS – Natural Open Space pursuant to said application, Petitioner for himself and for and on behalf of his heirs, successors and assigns, covenants and agrees as follows:

1. Development of the subject property shall be consistent with the proposed preliminary plat of Clearwater Creek, as revised April 10, 2014.
2. Residential development shall conform to the standards contained in the R2-S – Single Family Residential Small Lot zoning district as they exist now or are hereinafter amended; except that; only detached single family dwellings shall be permitted. No one-family attached dwellings or two-family detached dwellings shall be permitted within the Clearwater Creek subdivision.
3. Any lot within the Clearwater Creek subdivision that is accessed by a shared private driveway as is proposed on Lots 1 – 4 and Lots 24 – 31 of Phase 1 of the Clearwater Creek subdivision shall observe the following setbacks:
 - a. Setback from Public Right of Way – 20 feet minimum;
 - b. Setback from edge of shared private driveway where access to lot is taken – 18 foot minimum;
 - c. Setback from edge of shared private driveway where no access is taken – 6 feet minimum;
 - d. Setback from side property line where no shared private driveways are present – 6 feet minimum;

4. Any lot within Phase 13 of the Clearwater Creek subdivision shall observe the setback and lot coverage requirement as established in the R1-10 – Single Family Residential zone as they exist now or are hereinafter amended.

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

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

CITY OF RICHLAND

Cynthia D. Johnson, ICMA-CM
City Manager

Hayden Homes
Petitioner

APPROVED AS TO FORM:

Heather Kintzley
City Attorney

STATE OF WASHINGTON)

County of Benton)

On this _____ day of _____, 2014 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Cindy Johnson to me known to be the City Manager of City of Richland, the corporation that executed the foregoing instrument, and acknowledged the said Instrument to be the free and voluntary act and deed of the said corporation, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument.

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

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

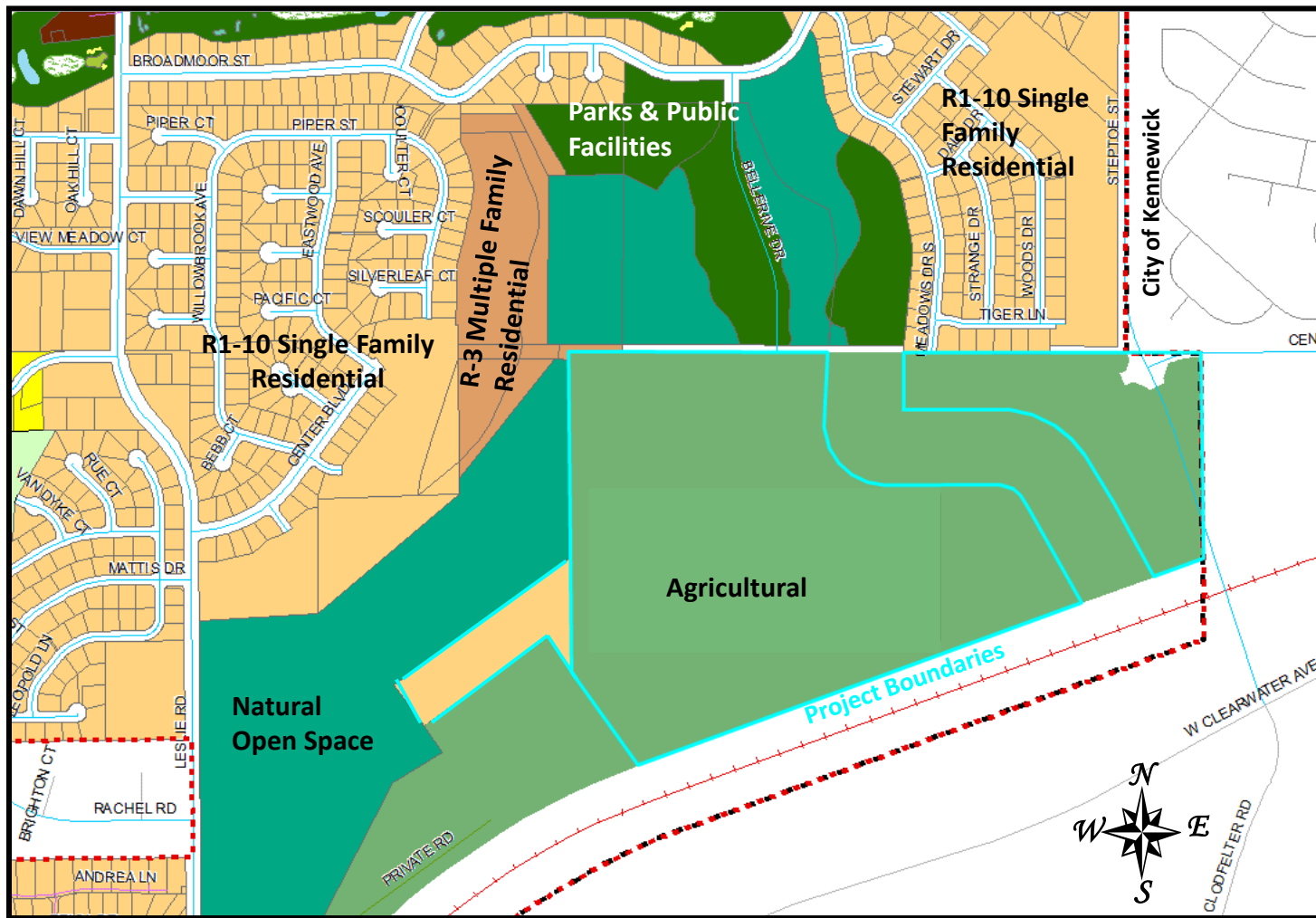
STATE OF WASHINGTON)

County of Benton)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ on behalf of TMT Homes, LLC. a Washington Limited Liability Company to me known to be the person who executed the foregoing instrument and acknowledged the said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

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

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



CLEARWATER CREEK – EXISTING ZONING



CLEARWATER CREEK – PROPOSED ZONING



Council Agenda Coversheet

Council Date: 06/03/2014

Category: Items of Business

Agenda Item: B2

Key Element: Key 7 - Housing and Neighborhoods

Subject: RESOLUTION 78-14, APPROVING THE PRELIMINARY PLAT OF CLEARWATER CREEK (CLOSED RECORD)

Department: Community and Development Services

Ordinance/Resolution: 78-14

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 78-14, approving the preliminary plat of Clearwater Creek, adopting the Technical Advisory Committee (TAC) Report as conditions of approval for the project, adopting the Planning Commission's findings of fact, and authorizing staff to issue a notice of decision.

Summary:

At its meeting of May 20, 2014, Council considered the closed record established for the proposed Clearwater Creek zone change and preliminary plat applications. Passage of Resolution no. 78-14 would grant approval to the Clearwater Creek preliminary plat. (Passage of the zone change ordinance is the subject of Business Item #1.)

The most critical aspect of the proposal is the implementation of the City's comprehensive plan which calls for the extension of an east-west collector street to provide a connection between Leslie and Steptoe Streets. The Clearwater Creek plat would result in the construction of this collector street from Steptoe to the Amon Preserve, which is the western boundary of the project site. The comprehensive plan does not identify a specific corridor across the site and the preserve for the collector road.

The conditions included in the TAC report provide for the initial dedication of a right-of-way corridor across the site in order to ensure that this critical collector street corridor is reserved. The conditions also require the applicants to change the configuration of the later phases of their plat, if needed, following the completion of a study by the City, so that the road crossing can be placed in the best location given the engineering, environmental and economic factors. The conditions are modified to clarify that if the road alignment is changed, the right-of-way dedication previously required, would be vacated. Further clarification is also provided to identify when road improvements are required at various stages of plat development.

Council's approval of the preliminary plat with the dedicated right-of-way from Hayden Homes does not commit or otherwise obligate the City of Richland to build a road in that specific location, or through the Amon Preserve.

Both Planning Commission and staff have recommended approval of the proposed Clearwater Creek plat. The attached resolution would implement the conditions of the TAC report and adopt finding of fact in support of a decision to approve the project.

Fiscal Impact?

☐ Yes ☒ No

No direct fiscal impact will result from approval. The action will facilitate future development of the subject property with single-family homes with an associated increase in property tax revenues. As the property develops, increased demand for City services and ongoing maintenance responsibilities for the public infrastructure within the plat boundaries will increase costs to the City.

Attachments:

- 1) Resolution No. 78-14
- 2) Preliminary Plat Maps
- 3) Modified TAC Report Conditions

City Manager Approved:

Hopkins, Marcia
May 30, 11:58:58 GMT-0700 2014

RESOLUTION NO. 78-14

A RESOLUTION of the City of Richland, approving the preliminary plat of Clearwater Creek 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 April 23, 2014, the Planning Commission held an open record public hearing to consider the preliminary plat application of Clearwater Creek as submitted by Hayden Homes; and

WHEREAS, the Planning Commission, by virtue of a 4 to 2 vote, recommended to the City Council that it approve the preliminary plat of Clearwater Creek; 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:

1. The preliminary plat of Clearwater Creek, 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 April 23, 2014, and as amended by Council on June 3, 2014.
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.
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 3rd day of June, 2014.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS

HEATHER KINTZLEY

City Clerk

City Attorney

**RICHLAND PLANNING COMMISSION
TECHNICAL ADVISORY COMMITTEE REPORT (S2013-100)
APRIL 23, 2014**

APPLICANT: HAYDEN HOMES

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE
APPROXIMATELY 116.4 ACRES INTO 320 RESIDENTIAL
LOTS, A 13.6 ACRE SCHOOL SITE AND 11 OPEN SPACE
TRACTS (CLEARWATER CREEK).

LOCATION: SOUTH OF CLAYBELL PARK, EAST OF THE AMON
PRESERVE, NORTH OF THE BN RAILROAD AND WEST
OF STEPTOE STREET.

ENGINEER: PLS ENGINEERING

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. Prior to final plat approval, complete engineering plans indicating street design and grading, utility plans including water and sewer, electrical, street lighting, telephone, television cable, and natural gas shall be approved by the Richland Civil and Utility Engineering Division and shall be consistent with the requirements of the responsible departments or companies.
2. Secondary emergency vehicle access shall be provided in accordance with City standards and in a location approved by the City Fire Marshal at the time that the first phase of the Clearwater Creek subdivision is constructed.
3. 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.”**
4. Portions of the plat are subject to the City’s wild land fire protection requirements. To ensure that future lot buyers are properly informed of the specific wild land fire requirements, the following note shall be placed on the final plat: *“All lots within the plat that abut the Amon Wasteway or the Amon Preserve are subject to the*

City's Wild Land Fire Protection requirements as delineated in Richland Municipal Code Section 21.01.030 or as they may be modified in the future. All structures built on these lots must be developed with noncombustible siding, soffit, and skirting on the side adjacent to the wild-land area. Decks or porches 36 inches or less in height shall have skirting. Skirting shall be sufficiently constructed so as not to allow the accumulation of combustible material under the deck or porch. The area under the deck or porch shall not be used for storage."

5. The requirements for a specific trail plan and the maintenance of the trail system area addressed in conditions 18 and 21 of the MDNS for the project (File #EA4-14. Trail design shall conform with the comments of the Department of Ecology correspondence dated 3/20/14, with trails located outside of vegetated buffers as much as possible. If trails are not permitted within the Amon Wasteway by the Kennewick Irrigation District (per their comments of 3/20/14) then, trail easements shall be provided along the rear property boundaries of lots adjacent to the Amon Wasteway within Phases 1, 5 and 6 of the project. Locations where the trail crosses the public street shall be subject to review and approval of the City and shall be aligned with street intersections to the greatest degree practicable.
6. The applicant shall comply with all mitigation conditions identified in the Mitigated Determination of Non-Significance (EA#04-14) dated March 4, 2014 and the Addendum, dated April 18, 2014.
7. Prior to final platting of phases 8, 10, 11, 12 the platting of the 200th single family lot or the permitting of the proposed school, Hayden Homes will cooperate with the City of Richland in completing an alignment study for the future extension of Rachel Road to the west. The results of this study may require the applicants to reconfigure the lots and streets in one or more of those phases.
8. Preliminary plat approval is subject to compliance with the conditions of approval set forth in the attached memorandum from the Civil and Utility Engineering Division dated March 20, 2014.
9. Preliminary plat approval is subject to compliance with the requirements legally established by the Bonneville Power Administration, the Kennewick Irrigation District, the Washington State Department of Ecology and the Washington State Department of Fish and Wildlife.

**CITY OF RICHLAND
PUBLIC WORKS ENGINEERING
DEVELOPMENT COMMENTS**

DATE: March 20, 2014

TO: RICK SIMON, DEVELOPMENT SERVICES MANAGER

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

PROJECT NAME: CLEARWATER CREEK (S2013-100)

PROJECT LOCATION: WEST OF STEPTOE, SOUTH OF THE HIEGHTS AT MEADOW SPRINGS AND
CLAYBELL PARK.

The Public Works Engineering Department has reviewed the preliminary plat received in this office on March 5, 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 prior to approval of construction plans.
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. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

12. Public improvement design shall follow the following general format:
 - A. Sanitary sewer shall be aligned on the north and west side of street centerlines.
 - B. Storm sewer shall be aligned on the south and east side of street centerlines.
 - C. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
 - D. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
 - E. Water lines shall be aligned on the south and east side of street centerlines.
 - F. Watermains larger than 8-inches in diameter shall be ductile iron.
 - G. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
 - H. All watermains outside areas zoned R1 shall be ductile iron.
 - I. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - J. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC, C900 PVC or ductile iron. The entire main from manhole to manhole shall be the same material. Private sewer service lines over 15-feet deep shall also be constructed of the same material, then transition to regular sewer piping above 15-feet.
 - K. Valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
 - L. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - M. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
 - N. The minimum centerline radius for all local streets shall be no less than 100-feet.
 - O. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.

- P. A overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
 - Q. A detailed grading plan shall be included in the submitted plan set.
 - R. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
 - S. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
 - T. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - U. All cul-de-sacs shall have a minimum radius of 45-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.
 - V. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
 - W. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
 - X. All driveways for commercial projects shall construct City standard commercial driveways. Radius-style driveways are not allowed.
 - Y. 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.
 - Z. 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.).
 - AA. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.
13. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.
14. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
- A. 2-inches compacted gravel, minimum (temp. SEVA only).
 - B. 2% cross-slope, maximum.
 - C. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
 - D. Be 20-feet in width.
 - E. Have radii that are accommodating with those needed for City Fire apparatus.
- Secondary emergency vehicles accesses (SEVA's) shall be 20-feet wide, as noted. Longer secondary accesses can be built to 12-feet wide with the approval of the City of Richland Fire Marshal, however turn-outs are required at a spacing acceptable to the Fire Dept. Temporary SEVA's shall be constructed with 2-inches of compacted gravel, at a minimum. Permanent SEVA's shall be paved with 2-inches of asphalt over 4-inches of gravel, at a minimum.
15. SURVEY MONUMENT DESTRUCTION:
All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction, the applicant shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.

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

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

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

Traffic & Streets:

- 16. The "Clearwater Creek" preliminary plat lies within the boundary of the South Richland traffic impact fee program (RMC 12.03). This plat shall therefore be subject to the fees administered by the program for any phase submitted for approval. Since this property is included within the program, it is exempt from the SEPA-related traffic study requirement (TIA). The developer of this proposed project shall receive "credits" for construction of Rachel Road and portions of Bellerive Drive as allowed under RMC 12.03, and as detailed in comment #17.
- 17. A note will be shown on the face of the final plat stating that Rachel Road and Bellerive Drive are classified as "Arterial Collector" streets. Subsequently, no driveways accessing single family lots will be allowed onto Rachel Road. Because of the topography and limited options for the property on the east side of Bellerive Drive, driveways will be allowed for lots 30-34, 49-53, and 45 & 46 only. The east half of this portion of Bellerive Drive will not be eligible for credit from the South Richland traffic impact fee program. The proposed access points onto Bellerive Drive are acceptable for this project, but any changes to said driveways will be subject to approval by the City Engineer.
- 18. Commercial/Retail access to Rachel Road shall be limited. Access points shall be no closer than 300-feet from the intersection with Steptoe Street. A traffic study shall be conducted by the developer to determine the lane configuration of Rachel Road from Meadows Drive South to Steptoe Street prior to permit approval for the first building project in "phase 16".
- 19. The following comments apply towards the construction timing of the street network within the Clearwater Creek preliminary plat:
 - A. The entire Rachel Road corridor shall be dedicated to the City as public Right-of-Way from Steptoe Street to the western boundary of the preliminary plat prior to or concurrent with approval of the phase 1 final plat, or the first commercial site plan approval, whichever is submitted first. As an alternative to the public right of way dedication the developer can transfer the future Rachel right of way corridor to the City using an insured warranty deed.

- B. Rachel Road shall be constructed from Bellerive Drive to its connection with Steptoe Street in conjunction with the project that constructs the 100th single family lot. It shall be constructed and accepted prior to final platting of that phase.
 - C. Rachel Road shall be constructed from Steptoe Street to the west property boundary of the preliminary plat in conjunction with the project that constructs the 200th single family lot. It shall be constructed and accepted prior to final platting of that phase. That portion of Rachel Road adjoining Tracts I, J and K shall be constructed to a Rural standard, with two travel lanes, gravel shoulders and a separated asphalt path on one side of the road.
 - D. Rachel Road shall be constructed from Steptoe Street to the west property boundary of the preliminary plat prior to the completion and acceptance of any school construction project.
 - E. Rachel Road shall be constructed from Steptoe Street to Meadows Drive South in its entirety, including all frontage improvements, in conjunction with the first commercial development within "Phase 16". Rachel shall be constructed and accepted prior to final acceptance of said commercial project.
 - F. If the results of the future study conducted by the City result in an alignment for Rachel Road that does not involve use of the right-of-way adjoining Tracts I, J and K, then no improvement to this segment of right-of-way shall be required and said right-of-way shall be vacated. New right-of-way shall then be established and dedicated for the chosen alignment.
- 20. If any section of either one of the collector streets noted above is required to be constructed as an "off-site" project, then it shall be constructed to the City's rural street standard. The frontage of said road shall be completed to City standards at the time that the phase which constructs the lots adjacent to it is developed. The portion of Rachel Road that is within the Amon wasteway (Tracts C & D) is an exception and shall be constructed in its entirety, including all frontage improvements, when built.
 - 21. Portions of Rachel Road and Meadows Drive South are shown straddling the Amon wasteway property line. Written permission and/or permits from the governing agency shall be obtained prior to permitting and construction of these streets. The entire Right-of-Way corridor for these sections of roadway shall be dedicated to the City as ROW prior to acceptance of the project that constructed it. Alternatively the ROW's could be moved off of the Amon wasteway property to the greatest extent possible. See comment #2 above.
 - 22. The note on sheet 1 concerning pedestrian facilities shall be amended as follows; "The 6-foot wide sidewalks installed in the open space tracts shall be maintained by the Clearwater Creek HOA".
 - 23. The short road stubs numbered 1 – 4 in phases 13 and 14 do not meet City standards for public streets. These roads shall be private driveways that intersect Rachel Road via a City standard commercial driveway drop (no radius-style driveways allowed).
 - 24. The proposed road medians shown on the pre-plat are not city-standard, and therefore shall be subject to review and approval by Public Works and by the Fire Dep't. Additional pavement width may be required on either side of the medians.
 - 25. 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, tracts, parks, etc.).
 - 26. The minimum centerline radius for all local streets shall be no less than 100-feet.

27. All proposed public Right of Ways that are narrower than 54-feet (streets narrower than 34-feet) shall have parking restricted, as per City standards. 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. Any private roads narrower than 34-feet shall have parking restricted on one side, and any roads 28-feet or narrower shall have parking restricted on both sides. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense.
28. All private roads & driveways shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.
29. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turn-arounds built at the end of them. The radius of these turn-arounds shall be 45-feet minimum, and shall be constructed of 2-inches of compacted top course gravel for slopes less than 5%, or of 2-inches of asphalt atop 2-inches of gravel for slopes greater than 5%. If the temporary turn around is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

30. The proposed preliminary plat is located mostly within the Tapteal 1 water pressure zone. The closest Tapteal 1 watermain is located in Meadows Drive South and Bellerive Drive to the north, and Steptoe street to the east. Build-out of this preliminary plat will require connection to all three of these existing water mains. These water main connections & extensions will be required to coincide with road construction. There is a portion of the preliminary plat that is above the Tapteal 1 pressure zone and is in Tapteal 2. The closest Tapteal 2 watermain is in Leslie Road to the west. It shall be the responsibility of the developer to extend a watermain to this property to serve domestic water at the time of plat construction. The minimum allowable water pressure as measured at the City water meter is 40 psi.
31. Domestic water shall be extended to the adjoining properties adjacent to the plat.
32. 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.
33. The fire hydrant layout shall be approved by the City Fire Marshal.

Irrigation Water:

34. The City has designated the Willowbrook Well as a non-potable irrigation source for this area, and has developed and adopted an irrigation master plan for its service area. The developer of Clearwater Creek shall design an irrigation water distribution system to conform to the City's irrigation master plan. Easements shall be provided on the final plat for this system where needed.
35. The developer of a previous, nearby project invested in modifications to the Willowbrook Well to activate it for irrigation use. The developer of Clearwater Creek shall comply with the conditions and responsibilities of a latecomer agreement for this system as approved by City Council.
36. The City's irrigation master plan is based on irrigation use and delivery rates that are supported solely by the Willowbrook Well. Any large irrigated spaces shall be designed to conform to the water delivery limits of the City's master plan. Portions of this development may impose instantaneous irrigation demands beyond the capacity of the Willowbrook Well. The developer shall be responsible for designing and constructing such system features as needed to match use rates to the Willowbrook Well's capacity. This may include storage and pumping facilities.

Sanitary Sewer:

37. The closest sanitary sewer available for this development is located in Meadows Drive South and Bellerive Drive to the north. 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.
38. 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.
39. Sanitary sewer mains shall be extended to the adjoining properties adjacent to the plat.

Ground Water:

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

Storm Water:

41. This project will 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.
42. 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.
43. 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.
44. 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.

45. 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.
46. 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").
47. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 24 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not perk within 24 hours.
48. Any discharge of storm water into the Amon wasteway will have to be permitted by any or all agencies with jurisdiction over it. These agencies may include (but not be limited to); Kennewick Irrigation District, Bureau of Reclamation, National Marine Fisheries Service, U.S. Fish and Wildlife, State of Washington Dept. of Fish and Wildlife, Department of Ecology, and Army Corps of Engineers. The amount of post-development storm runoff from the proposed site shall not exceed the amount of pre-development runoff.
49. 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.
50. 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.
51. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance of the "Letter of Final Acceptance"). Said developer shall also thoroughly clean the entire system, including structures, pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.

Solid Waste:

52. Due to limited turnaround space, the lots in phases 13 & 14 and the single family lots that are accessed off of the private driveways may have to transport their garbage cans to a location acceptable for solid waste pick-up.

Final Platting / Project Acceptance Requirements:

53. 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.
54. 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.
55. 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.
56. 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.
57. 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*”.
58. A note shall be added to the face of the plat that states: “*The private drives within this plat are fire lanes and parking is restricted. The required no-parking signs shall be installed by the developer where applicable.*” Any private roads narrower than 34-feet shall have parking restricted on one side, and any roads 28-feet or narrower shall have parking restricted on both sides. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense. The restricted parking areas shall be indicated on the final plats.
59. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the property owners to maintain.
60. A one-foot “No access / screening easement” will be required along the Rachel Road Right of Way, and also portions of the Bellerive Drive Right of Way.
61. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
62. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
63. Any restricted parking areas shall be indicated on the final plats.

CLEARWATER CREEK FINDINGS AND CONCLUSIONS

Findings of Fact:

1. The Richland Comprehensive Land Use Plan for this area designates the majority of the site as Low Density Residential, which allows for a range of density between 0 and 5 units per acre. The portion of the site lying within the Amon Wasteway is designated as Natural Open Space.
2. The Transportation Element of the Comprehensive Plan designates two collector streets planned to cross the subject site: an east-west collector street would provide a future connection between Leslie Road and Steptoe Street and the plan calls for the extension of Bellerive Drive from the north boundary of the site to the intersection with the east-west collector street.
3. The gross density of the proposed Clearwater Creek subdivision is 3.1 units per acre. The net density is 4.5 units per acre.
4. The proposed project would place a Natural Open Space zoning designation on the Amon Wasteway.
5. The proposed subdivision would provide for the extension of Bellerive Drive and also provides for the construction of an east-west collector street.

Conclusion of Law:

1. **The proposed Clearwater Creek project is consistent with and would provide for development of the subject property in conformance with the density and type of land use envisioned in the land use element of the adopted comprehensive plan and would implement the collector street plan that is included in the City's Transportation Plan.**

Findings of Fact:

6. The site is currently zoned AG – Agricultural.
7. The proposed change in zoning would designate the majority of the Site, approximately 91 acres as R2-S – Medium Density Residential Small Lot zone.
8. The proposed change in zoning would designate approximately 17.6 acres of the site, the portion that is known as the Amon Wasteway, as Natural Open Space.
9. The conditions of approval call for the City and applicant to enter into a "Property Use and Development Agreement" that would limit development of the site to detached single family units only and would prohibit the construction of duplexes within the project site.
10. Lots within the proposed subdivision meet the width and dimensional standards contained in the R2-S zoning district.
11. The proposed uses within the Amon Wasteway, a road crossing and pedestrian trails, are uses that are allowed within the Natural Open Space zone.

Conclusion of Law:

2. **The proposed zoning is consistent with the regulations applicable to the R2-S zoning district, as conditioned in the Property Use and Development Agreement.**

Findings of Fact:

12. 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.
13. The proposed preliminary plat provides for the creation of a street system, including sidewalks and storm drainage systems that are consistent with City street standards;
14. The proposed preliminary plat meets the design standards contained in RMC Chapter 24.12 relating to street alignment, grade, width, intersections, access limitations and cul-de-sacs;
15. The proposed preliminary plat meets the design standards contained in RMC Chapter 24.12 regarding the configuration of lots and blocks regarding block length and width, and lot access, size and shape;
16. The proposed preliminary plat provides for the extension of domestic water, irrigation water, sanitary sewer and electrical power in a manner that is consistent with City standards;
17. City standards call for the construction of a Secondary Emergency Access Road (SEVA) to serve any development that contains 16 or more homes served by a single access road. The recommended conditions of approval proposed for the project require the installation of this SEVA road;
18. The City has wild land fire protection requirements that apply to homes built on or adjacent to steep slopes that would impact lots within the proposed plat. The recommended conditions of approval require compliance with these wild land fire protection requirements;
19. The proposed preliminary plat includes pedestrian trail corridors that would provide a trail system across the site and would provide links to the adjacent Claybell Park and Amon Preserve areas.
20. The project site is located within the Kennewick School District. The proposal includes a 13.6 acre school site that would provide for a future public school and would also provide opportunities for students living within the Clearwater Creek project to walk to and from school;
21. The proposed project is obligated for the payment of park mitigation fees as required under RMC Chapter 22.10. Additionally, the proximity of the existing Claybell Park, the playgrounds and open spaces that would typically be provided at a school site, the system of pedestrian trails proposed within the project and the adjoining Amon Preserve constitute appropriate provisions for parks and open spaces;
22. The proposed project is obligated for the payment of road impact fees as required under RMC Chapter 12.03. Additionally, the extension of collector streets as

- identified in the City's Transportation Plan and the construction of streets that are consistent with City design standards are appropriate provisions for roads;
23. Provisions for storm drainage are included in the Mitigated Determination of Non-Significance and in the Technical Advisory Committee Report that were prepared for this project and constitute appropriate provisions for storm drainage;
 24. City staff and other public agencies have reviewed the project and have recommended specific conditions of approval as set forth in the Technical Advisory Committee report, dated April 23, 2014.

Conclusion of Law:

3. **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:

25. Following receipt of the application materials for the Clearwater Creek project, the City issued a Notice of Application on August 2, 2013;
26. The City received comments from the public and from public agencies identifying the need for additional environmental information;
27. The City issued a letter to the applicant on September 6, 2013 advising the applicant that additional information is needed in order to make a threshold determination under the provisions of the State Environmental Policy Act;
28. The applicants submitted a revised application and environmental checklist along with a grading plan, a Biological Report and a Geotechnical Site Investigation;
29. Based on this revised application and information submitted by the applicant, the City issued a Mitigated Determination of Non-Significance on March 4, 2014. A total of 29 mitigation measures were made part of the MDNS;
30. Comments from public agencies and from the general public were received by the City;
31. The City issued an addendum to the MDNS on April 18, 2014, in recognition that the applicants made further changes to the proposal, reducing the number of lots from 389 to 320 and in increasing the amount of open space to 32.09 acres;

Conclusion of Law:

4. **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 Mitigation Determination of Non-Significance, dated March 4, 2014 and as addended on April 18, 2014.**

Findings of Fact:

32. Section 19.60.095 of the RMC requires that no preliminary plat application can be approved by the City unless it finds that:

A. The development application is consistent with the adopted comprehensive plan and meets the requirements and intent of the Richland Municipal Code.
B. Impacts of the development have been appropriately identified and mitigated under Chapter [22.09](#) RMC.

C. The development application is beneficial to the public health, safety and welfare and is in the public interest.

D. The development does not lower the level of service of transportation facilities below the level of service D, as identified in the comprehensive plan; provided, that if a development application is projected to decrease the level of service lower than level of service D, the development may still be approved if improvements or strategies to raise the level of service above the minimum level of service are made concurrent with development. For the purposes of this section, "concurrent with development" means that required improvements or strategies are in place at the time of occupancy of the project, or a financial commitment is in place to complete the required improvements within six years of approval of the development.

E. Any conditions attached to a project approval are as a direct result of the impacts of the development proposal and are reasonably needed to mitigate the impacts of the development proposal;

33. As identified in Findings #1-11 and Conclusion #1-2, as listed above, the application is consistent with the comprehensive plan and with the City zoning regulations, as conditioned;
34. As identified in Findings #25-31 and Conclusion #4, as listed above, the impacts of the development have been appropriately identified and mitigated in accordance with RMC 22.09;
35. As identified in Findings #12-24 and Conclusion #3, as listed above, the application is beneficial to the public health, safety and welfare and is in the public interest;
36. As identified in the findings of fact entered into the record for the Mitigated Determination of Non-Significance for the proposed Clearwater Creek project, the development will not impact the level of service of transportation facilities. Specifically, the transportation impacts of the proposed Clearwater Creek project have been anticipated through the City's the City's Comprehensive Plan and Road Impact Fee regulations. Conformance with those plans and regulations ensures that the transportation level of service will not be negatively impacted.
37. The conditions of approval attached to the project through the MDNS and through the Technical Advisory Committee Report are as a direct result of the impacts of the development proposal and are reasonably needed to mitigate the anticipated impacts of the proposed development.

Conclusions of Law:

5. **The application meets the criteria for approval as set forth in RMC Section 19.60.095.**
6. **Based on the above findings and conclusions, approval of the proposed zoning changes and preliminary plat of Clearwater Creek is warranted because the project conforms to all applicable City plans and regulations and would be in the public interest.**

PROJECT NOTES:

Applicant:
Hayden Homes, LLC
2464 SW Glacier Place, Suite 110
Redmond, OR 97756
Ph. (509) 544-0858
e-mail: nmachiela@hayden-homes.com

Owner of Parcel 101881000001000:
John Michel
2555 W Hwy 24
Othello, WA 99344

Owner of Parcel 101882000001002:
Tom Solbrack
2555 W Hwy 24
Othello, WA 99344

Project Engineer:
PLS Engineering
Travis Johnson
2008 C Street
Vancouver, WA 98663
Ph. (360) 944-6519
Fax (360) 944-6539
e-mail: travis@plsengineering.com

Project Notes:
The site address is 3548 Leslie Road. Benton County identifies the site as Parcels 101881000001000 & 101882000001002.

Parcel 101881000001000 is currently zoned Agriculture (AG) & Parcel 101882000001002 is currently zoned Single Family Residential (R1-10). The comprehensive plan designation for Parcel 101881000001000 is natural open space within the 400' Amon Wasteway Easement and Low Density Residential (0-5 units/acre) in the remaining areas. The comprehensive plan designation for Parcel 101882000001002 is Low Density Residential (0-5 units/acre).

A Change of zone application has been submitted to rezone both parcels to R-2S excluding the Amon Wasteway Easement area, which is requested to be rezoned to Natural Open Space. A Comprehensive Plan Amendment and Change of Zone application has also been submitted to rezone the remaining area of parcel 101881000001000 to C-1, Neighborhood Retail Business and for a revised Comprehensive Plan designation of Commercial.

Lot Setbacks:
Front Building = 15'
Front Garage = 18'
Side = 6'
Street Side = 15'
Rear = 20'

Total Site Area - 131.97 acres (5,748,814 sq ft).

Total Number of Commercial Lots = 3

Total Number of Residential Lots = 320

Phase 1: 32 Lots
Phase 2: 33 Lots
Phase 3: 30 Lots
Phase 4: 32 Lots
Phase 5: 26 Lots
Phase 6: 7 Lots
Phase 7: 26 Lots
Phase 8: 22 Lots
Phase 9: 29 Lots
Phase 10: 24 Lots
Phase 11: 21 Lots
Phase 12: 38 Lots

Average Residential Lot Size = 6,662 sq ft

Density:
Area: 3,091,285 SQ FT / 70.97 Acres
Total lots: 320 Lots
Density: 4.52 units per acre
Amon Wasteway, commercial lots, & school lot are not included in the area for the Density Calculations.

Commercial:
Lot 1: 145,234 SQ FT / 3.33 Acres
Lot 2: 457,327 SQ FT / 10.50 Acres
Lot 3: 74,268 SQ FT / 1.70 Acres

School:
Lot 1: 594,311 SQ FT / 13.64 Acres

Open Space = 1,3397,877 SQ FT / 32.09 Acres

Right-of-way Dedication to City of Richland = 21.78 acres (948,953 sq ft)

Public Water Purveyor = City of Richland
Public Sewer Purveyor = City of Richland
Irrigation Purveyor = City of Richland

There are no known wells or septic systems on site. If any should be found during site development they will be properly abandoned.

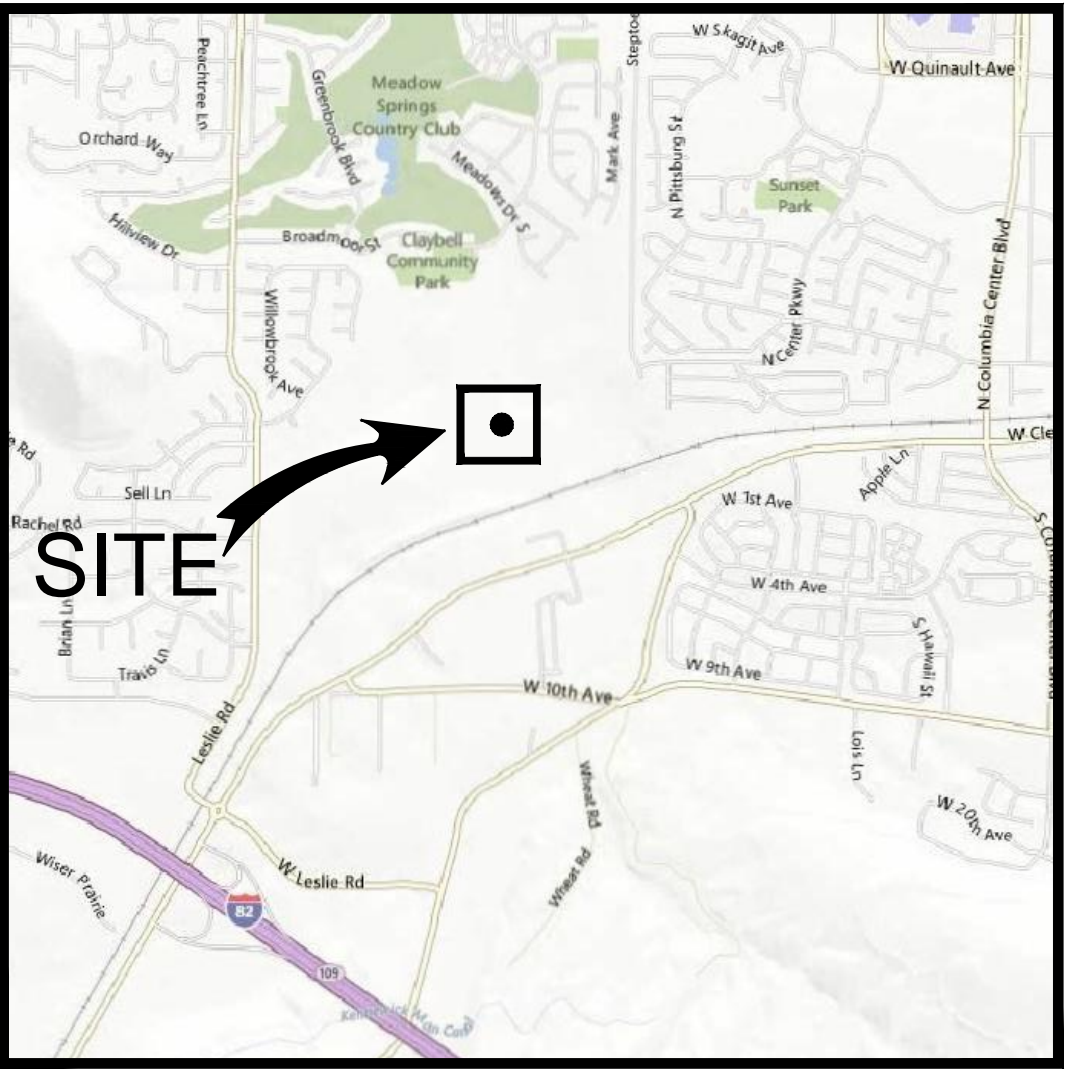
Pedestrian facilities will be provided onsite by way of 5' sidewalks along the proposed roadway improvements. Within the open space areas a 6' wide trail system is proposed as shown. Exact location will be field fitted as needed.

Tracts A-H are proposed to be owned and maintained by Hayden Homes, LLC.

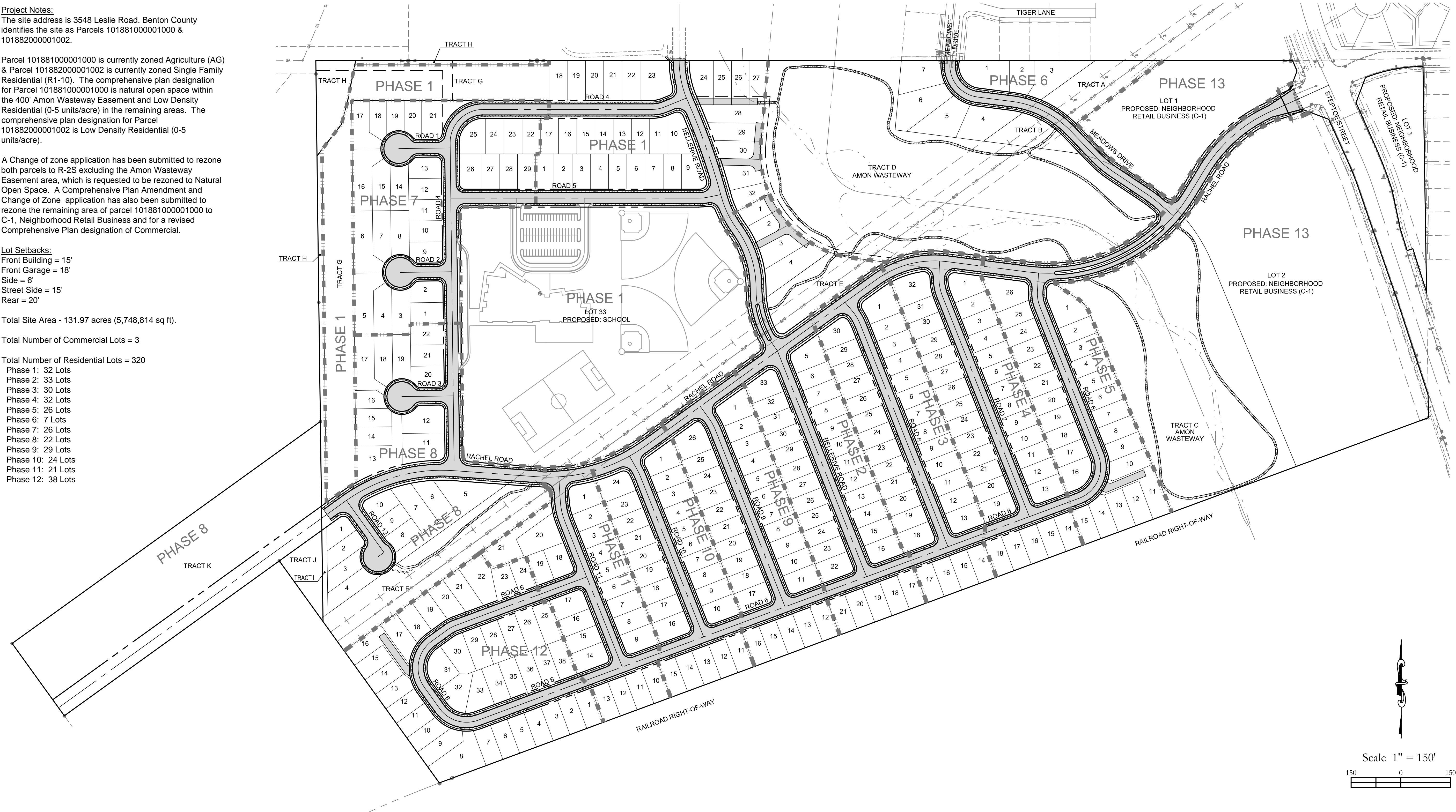
Bellerive Road from Rachel Road to the north property boundary and Rachel Road are classified as Arterial Collector roadways. All other roadways are classified as Local Streets.

Contour data shown on the existing conditions plan is from topographical survey data prepared by Stratton Surveying of Kennewick, Washington.

Datum:
City of Richland Datum, NAVD 88 Elevation 552.46', Southwest Corner of Section 36.



VICINITY MAP
NOT TO SCALE



Preliminary Plat For:

Clearwater Creek

A Site Located In Richland, Washington

Consulting Engineers & Planners

2008 C Street, Vancouver, WA 98663

PH (360) 944-6519

Fax (360) 944-6539

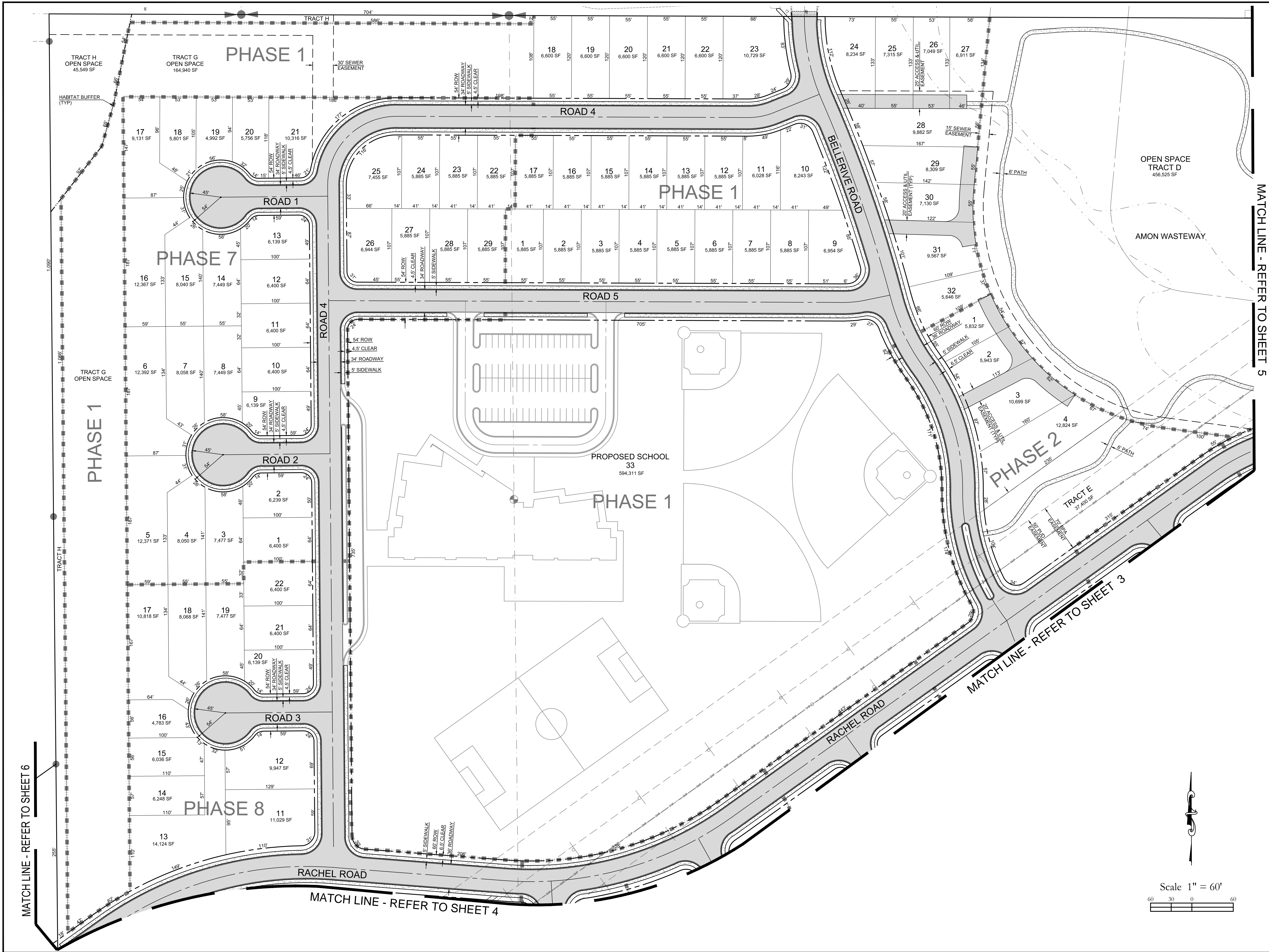
PLS ENGINEERING

Revisions		TGI	TGI	TGI
A	11/12/13	Submitted For Review		
B	2/4/14	Revised		
1	3/19/14	Revised		
2	4/10/14	Revised		
3				
4				

Project No. 2291	
SCALE:	H: 1"=150' V: N/A
DESIGNED BY:	TGI
DRAFTED BY:	TGI
REVIEWED BY:	AG

1

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Preliminary Plat For:

Clearwater Creek

A Site Located In Clark Richland, Washington

Consulting Engineers & Planners

2008 C Street, Vancouver, WA 98663

PH (360) 944-6519

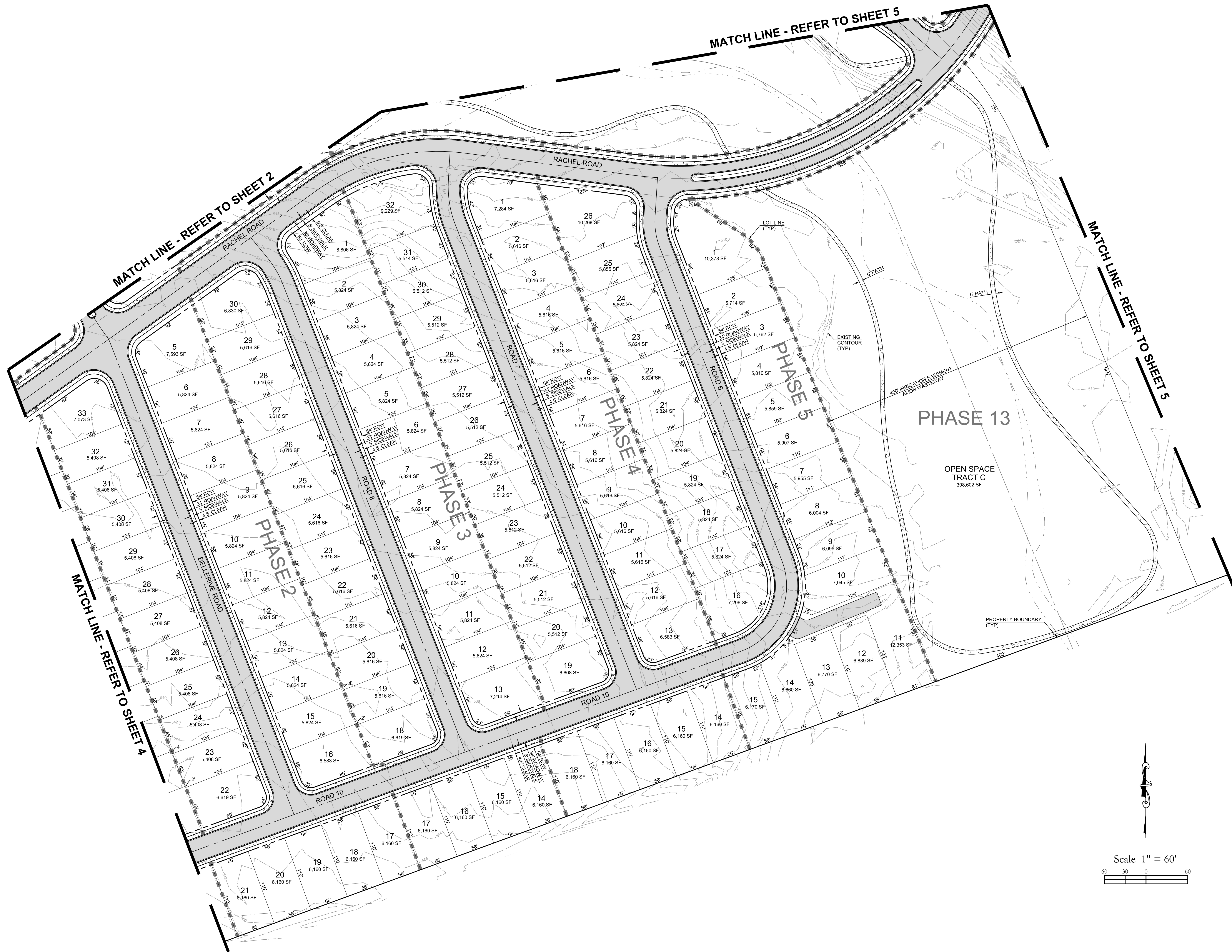
Fax (360) 944-6539

PLS ENGINEERING

Project No. 2291	
SCALE:	H: 1" = 60'
	V: N/A
DESIGNED BY:	TGJ
DRAFTED BY:	TGJ
REVIEWED BY:	AJG

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Scale 1" = 60'

Clearwater Creek

A Site Located In Richland, Washington

Preliminary Plat

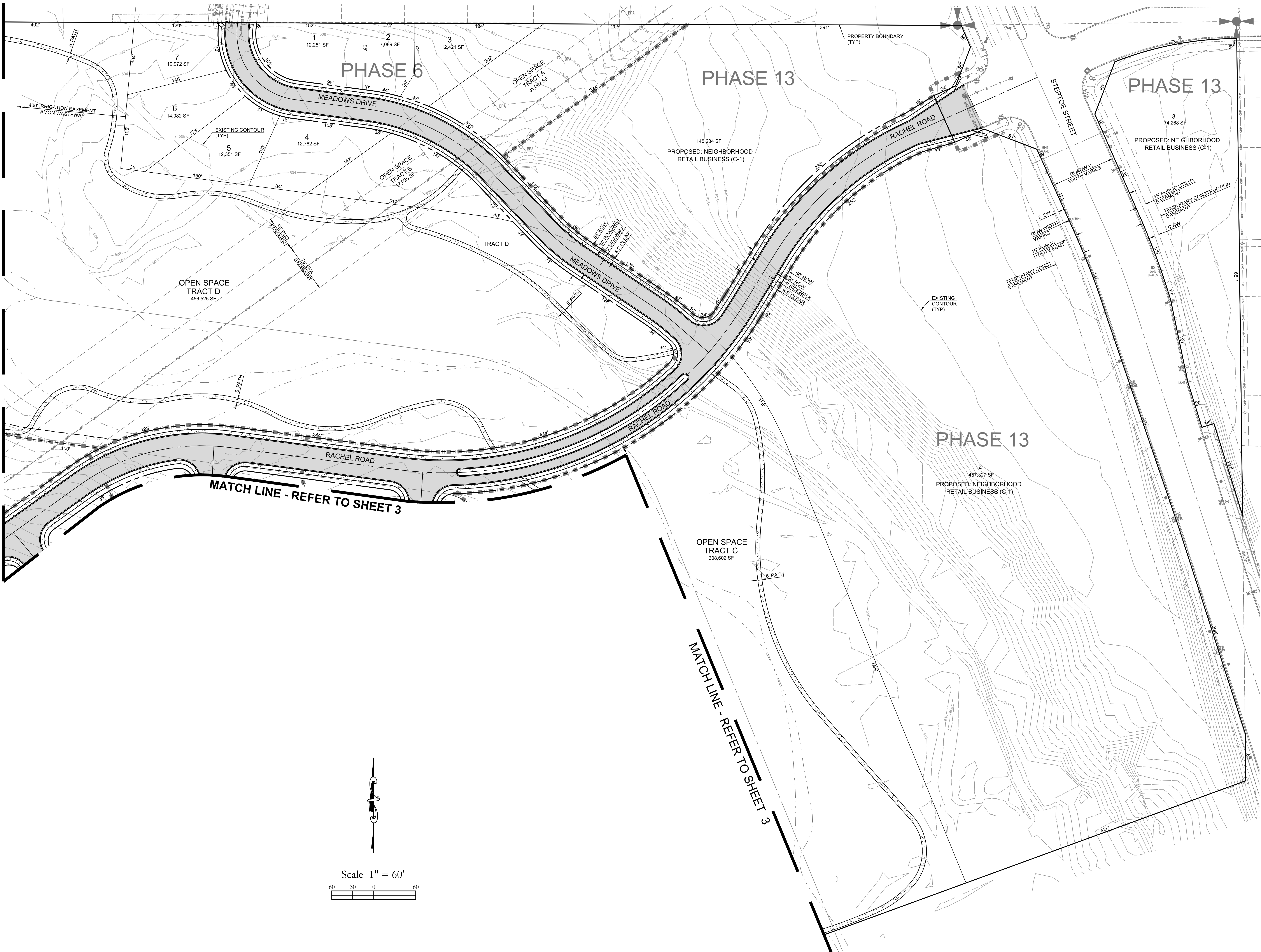
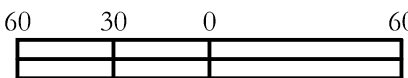
Project No.	2291
SCALE:	H: 1" = 60' V: N/A
DESIGNED BY:	TGJ
DRAFTED BY:	TGJ
REVIEWED BY:	AJG

MATCH LINE - REFER TO SHEET 2

MATCH LINE - REFER TO SHEET 3

MATCH LINE - REFER TO SHEET 3

Scale 1" = 60'



Preliminary Plat For:

Clearwater Creek

A Site Located In Richland, Washington

Consulting Engineers & Planners

2008 C Street, Vancouver, WA 98663

PH (360) 944-6519

Fax (360) 944-6539

PLS ENGINEERING

Project No. 2291

SCALE: H: 1" = 60'
V: N/A

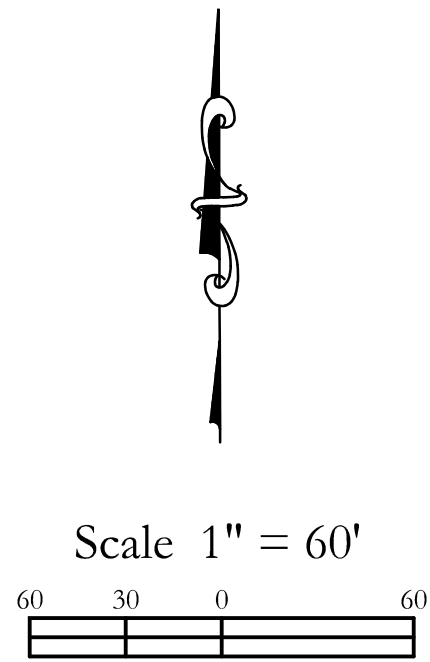
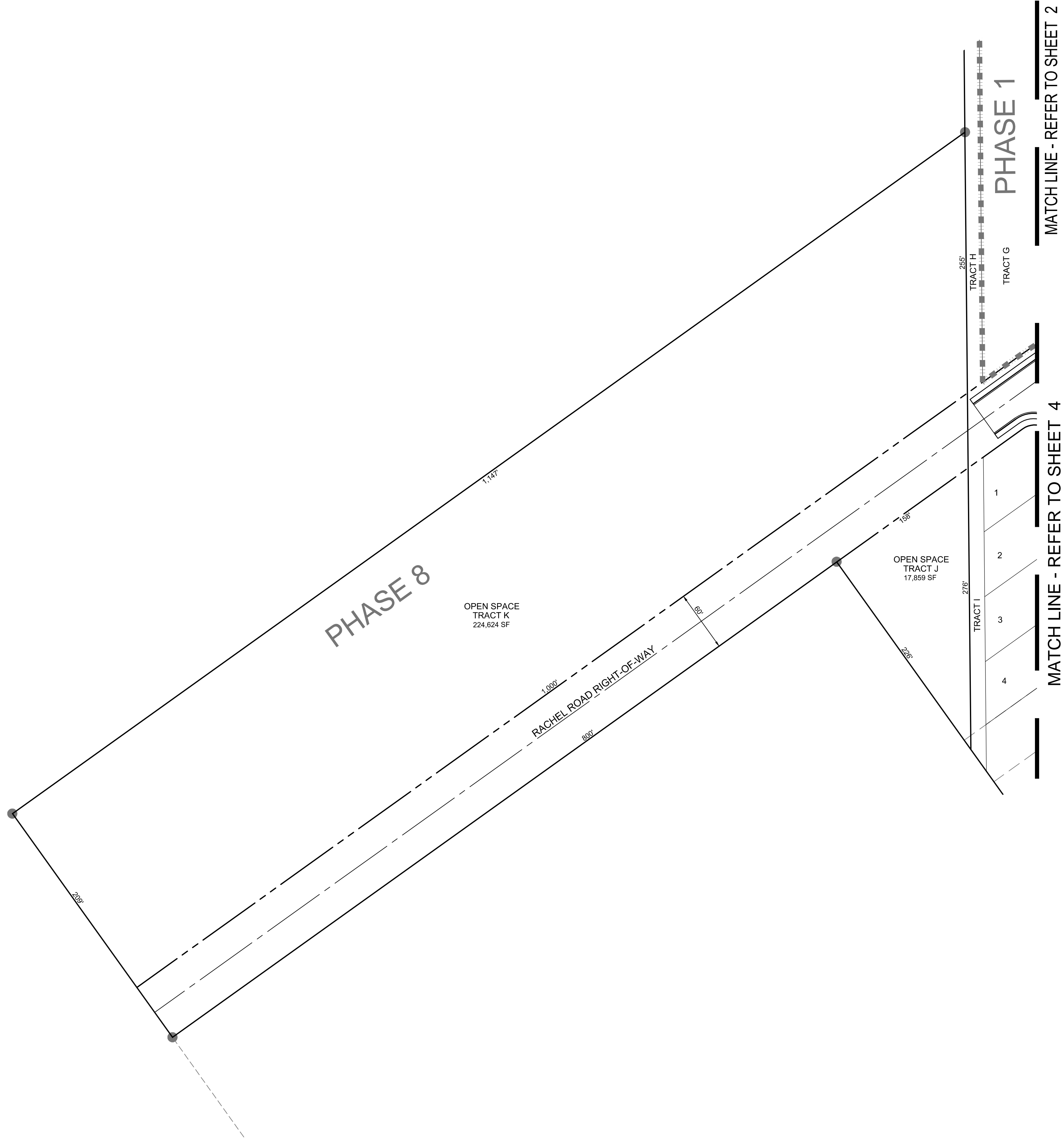
DESIGNED BY: TGT

DRAFTED BY: TGT

REVIEWED BY: AJG

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Preliminary Plat For:

Clearwater Creek

A Site Located In Richland, Washington

Project No. 2291	
SCALE:	H: 1" = 60'
	V: N/A
DESIGNED BY:	TGJ
DRAFTED BY:	TGJ
REVIEWED BY:	AJG

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**Amendment to the Technical Advisory Committee Report
Public Works Engineering Development Comments Condition No. 19**

(Changes from original document shown in *italicized and underlined text*)

The following comments apply towards the construction timing of the street network within the Clearwater Creek preliminary plat:

- A. The entire Rachel Road corridor shall be dedicated to the City as public Right-of-Way from Steptoe Street to the western boundary of the preliminary plat prior to or concurrent with approval of the phase 1 final plat, or the first commercial site plan approval, whichever is submitted first. As an alternative to the public right of way dedication the developer can transfer the future Rachel right of way corridor to the City using an insured warranty deed.
- B. Rachel Road shall be constructed from Bellerive Drive to its connection with Steptoe Street in conjunction with the project that constructs the 100th single family lot. It shall be constructed and accepted prior to final platting of that phase.
- C. Rachel Road shall be constructed from Steptoe Street to the west property boundary of the preliminary plat in conjunction with the project that constructs the 200th single family lot. It shall be constructed and accepted prior to final platting of that phase. That portion of Rachel Road adjoining Tracts I, J and K shall be constructed to a Rural standard, with two travel lanes, gravel shoulders and a separated asphalt path on one side of the road.
- D. Rachel Road shall be constructed from Steptoe Street to the west property boundary of the preliminary plat prior to the completion and acceptance of any school construction project.
- E. Rachel Road shall be constructed from Steptoe Street to Meadows Drive South in its entirety, including all frontage improvements, in conjunction with the first commercial development within "Phase 16". Rachel shall be constructed and accepted prior to final acceptance of said commercial project.
- F. *If the results of the future study conducted by the City result in an alignment for Rachel Road that does not involve use of the right-of-way adjoining Tracts I, J and K, then no improvement to this segment of right-of-way shall be required and said right-of-way shall be vacated. New right-of-way shall then be established and dedicated for the chosen alignment.*
- G. Meadows Drive South shall be constructed in its entirety (including all frontage improvements) in conjunction with the first commercial development in phase 16 north of Rachel Road, or as part of phase 15. Meadows Drive South shall be constructed and accepted prior to final acceptance of either project.

TAC Report Condition No. 7:

- 7. Prior to final platting of phases 8, 10, 11,12 *the platting of the 200th single family lot or the permitting of the proposed school* Hayden Homes will cooperate with the City of Richland in completing an alignment study for the future extension of Rachel Road to the west to connect to Leslie Road. The results of this study may require the applicants to reconfigure the lots and streets in one or more of those phases.