



**Agenda**  
**REGULAR CITY COUNCIL MEETING**  
**Richland City Hall ~ 505 Swift Boulevard**  
**Tuesday, September 16, 2014**

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

*(Discussion Only - Annex Building)*

Workshop:

1. Criminal Justice Sales Tax Program Update (30 minutes)  
- Chris Skinner, Police Services Director

Agenda Item:

2. Discuss Meeting Agenda Items

**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. Expressing Appreciation to Ellen Tomaszewski for Six Years of Service on the Arts Commission  
- Marcia Hopkins, City Clerk
2. CityView Video: Automatic License Plate Readers  
- Chris Skinner, Police Services Director

**Public Hearing:**

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

1. Amending the 2014-2019 Transportation Improvement Program to Include the George Washington Way / I-182 Access Study - Resolution No. 134-14  
- Pete Rogalsky, Public Works Director
2. Prohibiting Marijuana-Related Land Uses Including: Production, Processing, Retail Sale, Dispensaries and Collective Gardens - Ordinance No. 29-14 (first reading)  
- Rick Simon, Development Services Manager

**Public Comments:**

*(Please Limit Public Comments to 2 Minutes)*

**Consent Calendar:**

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

**Minutes - Approval:**

1. Council Minutes of the Meeting Held September 2, 2014  
- Marcia Hopkins, City Clerk

**Ordinances - First Reading:**

2. Ordinance No. 26-14, Annexing Approximately 4.8 Acres of Land Located North of Reata Road and South of the LaPierre Baseball Field  
- Rick Simon, Development Services Manager
3. Ordinance No. 28-14, Relating to Land Use, Zoning Classifications and Districts and Amending the Official Zoning Map of the City by Amending Sectional Map No. 47  
- Rick Simon, Development Services Manager
4. Ordinance No. 29-14, Amending RMC Title 23: Zoning Regulations, Prohibiting Production, Processing and/or Sale of Marijuana  
- Rick Simon, Development Services Manager

**Ordinances - Second Reading/Passage:**

5. Ordinance No. 23-14, Extending the Cable Television Franchise Agreement with Falcon Video Communications, L.P. (Charter Communications) through December 31, 2014  
- Heather Kintzley, City Attorney

**Resolutions - Adoption:**

6. Resolution No. 118-14, Agreement with Northwest Energy Management Services  
- Bob Hammond, Energy Services Director
7. Resolution No. 122-14, Awarding Bid to P.O.W. Contracting, Inc. for B-Basin Sewer Rehabilitation Project  
- Pete Rogalsky, Public Works Director
8. Resolution No. 123-14, Agreement with Bonneville Power Administration for Spill Containment Reimbursement  
- Bob Hammond, Energy Services Director
9. Resolution No. 126-14, Appointments to the Economic Development Committee: Deanna Hawkins, P. Simon Mahler, Suzanne Mitchell and Douglas Sako  
- Marcia Hopkins, City Clerk
10. Resolution No. 127-14, Appointments to the Utility Advisory Committee: Steve Arneson and David Larkin  
- Marcia Hopkins, City Clerk
11. Resolution No. 128-14, Appointments to the Arts Commission: Janis Rose, Justin Raffa and Frances White  
- Marcia Hopkins, City Clerk

12. Resolution No. 131-14, Authorizing Staff to Submit an Application for an Integrated Planning Grant from the Washington State Department of Ecology  
- Bill King, Deputy City Manager
13. Resolution No. 132-14, Approving Modification No. 1 to the Consultant Agreement with CH2M Hill for Wastewater Plant Solids Upgrade Pilot Testing  
- Pete Rogalsky, Public Works Director
14. Resolution No. 133-14, Approving Consultant Agreement with RH2 Engineering, Inc. for Regional Water Supply Feasibility Study  
- Pete Rogalsky, Public Works Director
15. Resolution No. 134-14, Amending the 2014-2019 Transportation Improvement Program to Include the George Washington Way / I-182 Access Study  
- Pete Rogalsky, Public Works Director
16. Resolution Nos. 135-14, 136-14 and 137-14, Expressing Appreciation to Stephanie Hartwig, Ronald Reed and Ellen Tomaszewski for Service on the Arts Commission  
- Marcia Hopkins, City Clerk
17. Resolution No. 138-14, Setting a Meeting Date to Review Proposed Annexation  
- Rick Simon, Development Services Manager
18. Resolution No. 139-14, Approving the Final Plat of "Westcliffe XII"  
- Rick Simon, Development Services Manager
19. Resolution No. 140-14, Approving the Final Plat of "The Dwellings"  
- Rick Simon, Development Services Manager

Items for Approval:

20. Authorize Travel for Council Member Christensen  
- Cindy Johnson, City Manager

Expenditures - Approval:

21. August 25, 2014 - September 5, 2014, for \$8,672,788.99, including Check Nos. 215315-215733, Wire Nos. 5716-5724, Payroll Check Nos. 99561-99579, and Payroll Wire/ACH Nos. 8655-8667  
- Cathleen Koch, Administrative Services Director

**Items of Business:**

**Reports and Comments:**

1. City Manager
2. City Council
3. Mayor

## Adjournment

THIS MEETING IS BROADCAST LIVE ON CITYVIEW CHANNEL 192 AND ON [WWW.CI.RICHLAND.WA.US/CITYVIEW](http://WWW.CI.RICHLAND.WA.US/CITYVIEW)

*Richland City Hall is ADA Accessible with Access and Special Parking Available at the Entrance Facing George Washington Way. Requests for Sign Interpreters, Audio Equipment, or Other Special Services Must be Received 48 Hours Prior to the Council Meeting Time by Calling the City Clerk's Office at 509-942-7388*



## Council Agenda Coversheet

Council Date: 09/16/2014

Category: Public Hearing

Agenda Item: PH1

Key Element: Key 2 - Infrastructure & Facilities

Subject: PUBLIC HEARING FOR AMENDING THE 2014-2019 TRANSPORTATION IMPROVEMENT PROGRAM

Department: Public Works

Ordinance/Resolution: 134-14

Reference:

Document Type: Resolution

Recommended Motion:

None

Summary:

A public hearing will be held to receive testimony on Resolution 134-14 amending the 2014-2019 Transportation Improvement Program to include the George Washington Way/I-182 Access Study project.

Refer to Resolution No. 134-14 on the Consent Calendar.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

City Manager Approved:

Johnson, Cindy  
Sep 11, 13:36:08 GMT-0700 2014



## Council Agenda Coversheet

Council Date: 09/16/2014

Category: Public Hearing

Agenda Item: PH2

Key Element: Key 7 - Housing and Neighborhoods

Subject: PUBLIC HEARING TO CONSIDER BAN ON MARIJUANA RELATED LAND USES

Department: Community and Development Services

Ordinance/Resolution:

Reference:

Document Type: Presentation

Recommended Motion:

None.

Summary:

This public hearing has been scheduled for Council to consider testimony related to the proposed ban on marijuana related land uses. Draft Ordinance No. 29-14, to be considered later on this agenda, would implement this ban.

Fiscal Impact?

☐ Yes ☒ No

While the advertising cost are the only direct fiscal impact resulting from this hearing, ultimate implementation of an ordinance changing our regulation of marijuana related land uses may have a greater fiscal impact. These impacts are address in the staff report on Ordinance No. 29-14.

Attachments:

City Manager Approved:

Johnson, Cindy  
Sep 11, 13:36:32 GMT-0700 2014



## Council Agenda Coversheet

Council Date: 09/16/2014

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 minutes of the meeting held September 2, 2014.

Summary:

None.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

1) Draft 090214 Council Meeting Minutes

City Manager Approved:

Johnson, Cindy  
Sep 11, 13:34:50 GMT-0700 2014

**MINUTES****RICHLAND CITY COUNCIL REGULAR MEETING****Richland City Hall ~ 505 Swift Boulevard****Tuesday, September 2, 2014**

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**Pre-Meeting:**

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

**Attendance:**

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

Also present were City Manager Johnson, Assistant City Manager Amundson, City Attorney Kintzley and Public Works Director Rogalsky.

**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.

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

**COUNCIL MEMBER THOMPSON 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 10 MINUTES. THE MOTION CARRIED 6-0.**

**COUNCIL MEMBER THOMPSON MOVED AND COUNCIL MEMBER JONES SECONDED A MOTION TO MOVE OUT OF EXECUTIVE SESSION AT 7:10 P.M. THE MOTION CARRIED 6-0.**

After the executive session, Deputy City Manager King, Development Services Manager Simon and City Clerk Hopkins joined the pre-meeting.

**Agenda Items:**

2. Discuss Meeting Agenda

Council and staff briefly reviewed the proposed agenda scheduled for the regular meeting. Council Member Kent said she would pull Consent Calendar Items Nos. 3 and 4 and place on the Items of Business for discussion.

Ms. Johnson updated Council on the meeting she had with the Executive Director of the Confederated Tribes of the Umatilla Indian Reservation regarding Richland's waterfront development opportunities.

**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 Christensen, Jones, Kent and Thompson were present.

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

**COUNCIL MEMBER THOMPSON MOVED AND COUNCIL MEMBER KENT SECONDED A MOTION TO EXCUSE COUNCIL MEMBER ANDERSON. THE MOTION CARRIED 6-0.**

**Pledge of Allegiance:**

Mayor Rose asked a member of Boy Scout Troop No. 249 to lead the Council and audience in the recitation of the Pledge of Allegiance.

**Approval of Agenda:**

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

**Presentations:**

1. Mid-Year Financial Review
  - Cathleen Koch, Administrative Services Director

Ms. Koch gave the General Fund Mid-Year Budget Review that included the general fund revenues, major funding sources, property taxes, sales tax, expenditures, expenses, the general fund balances history and the four-year financial projections.

2. New Employee Introductions
  - Allison Jubb, Human Resource Director

Ms. Jubb introduced John Raby, who joined the City August 25<sup>th</sup> as a Lateral Police Officer; James Stovall, who joined the City August 25<sup>th</sup> as a Firefighter Paramedic; Raul Marroquin, who joined the City August 25<sup>th</sup> as a Firefighter Paramedic; and Lucas Mohny, who joined the City August 25<sup>th</sup> as a Firefighter Paramedic. Ms. Jubb provided a brief background of each new employee.

**Public Hearing:**

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

Ms. Hopkins read the public hearing and public comments procedures.

1. Public Hearing to Consider LaPierre Annexation Proposal  
- Rick Simon, Development Services Manager

Mr. Simon said the proposed annexation of 4.8 acres is located north of Reata Road, east of Mata Court and south of the LaPierre Baseball Field. The proposed annexation area consists of one single undeveloped parcel under the ownership of LaPierre Enterprises. The City has received signatures from the sole property owner representing 100% of the total assessed valuation and the Benton County Boundary Review Board has completed its process of review for this annexation proposal. The Planning Commission has recommended a R1-10 Single Family residential zoning for the property and an annexation ordinance will be brought to Council for consideration at a future meeting.

Mayor Rose opened the public hearing at 8:03 and closed the public hearing at 8:03:15 as there were no public comments.

**Public Comments:**

*(Please Limit Public Comments to 2 Minutes)*

No public comments were given.

**Consent Calendar:**

City Clerk Hopkins read the Consent items.

Minutes - Approval:

1. Minutes for the Council Meetings Held August 6, 19 and 26, 2014  
- Marcia Hopkins, City Clerk

Ordinances - First Reading:

2. Ordinance No. 23-14, Extending the Cable Television Franchise Agreement with Falcon Video Communications, L.P. (Charter Communications) through December 31, 2014  
- Heather Kintzley, City Attorney

Ordinances - Second Reading/Passage:

- PULLED:** 3. Ordinance No. 17-14, Amending RMC Title 2, Reestablishing Planning Commission  
- Rick Simon, Development Services Manager

**PULLED:** 4. Ordinance No.19-14, RMC Amending Title 19, Establishing a Hearing Examiner  
- Rick Simon, Development Services Manager

5. Ordinance No. 20-14, RMC Amending Titles 23 and 24 Text Amendments  
- Rick Simon, Development Services Manager

Resolutions - Adoption:

6. Resolution No. 120-14, Approving Supplement No. 10 to Berger Abam Contract for Duportail Bridge Project  
- Pete Rogalsky, Public Works Director

7. Resolution No. 121-14, Award of Bid to Watts Construction, Inc. for Logston Blvd Construction Project  
- Pete Rogalsky, Public Works Director

8. Resolution No. 124-14, Fiber Optic Cable Lease Agreement with Benton Public Utility  
- Jon Amundson, Assistant City Manager

Items for Approval:

9. 2014 Budget Adjustments: Cable Communication Fund and Cable Franchise Negotiations  
- Jon Amundson, Assistant City Manager

Expenditures - Approval:

10. August 10, 2014 – August 22, 2014, for \$4,014,899.24, including Check Nos. 214940-215314, Wire Nos. 5709-5715, Payroll Check Nos. 99546-99560, and Payroll Wire/ACH Nos. 8634-8654  
- Cathleen Koch, Administrative Services Director

**COUNCIL MEMBER KENT MOVED AND COUNCIL MEMBER CHRISTENSEN SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR LESS ITEMS NOS. 3 AND 4. THE MOTION CARRIED 6-0.**

**Items of Business:**

1. Ordinance No. 17-14, Amending RMC Title 2, Reestablishing Planning Commission  
- Rick Simon, Development Services Manager

2. Ordinance No.19-14, RMC Amending Title 19, Establishing a Hearing Examiner  
- Rick Simon, Development Services Manager

Council Member Kent addressed Items of Business, Nos. 1 and 2; by saying the Council has had many meetings and discussions on the topic of using a Hearing Examiner. She gave her perspectives on the pros and cons of using a Hearing Examiner, as well as stating her reasons to vote no on this topic.

Council Member Jones said he has done much research on the use of hearing examiner in other cities and noted the City has done research for an extended time, as well. He believes the Planning Commission Members did not express a balanced perspective of the pros and cons of using a Hearing Examiner in their public review and in their recommendations to Council, but only stressed the negative. He stated the duties and responsibilities of Hearing Examiners and how the City would be well served by using one.

**COUNCIL MEMBER THOMPSON MOVED AND MAYOR PRO TEM LEMLEY SECONDED A MOTION TO PASS ORDINANCE NO. 17-14, AMENDING RMC TITLE 2, REESTABLISHING PLANNING COMMISSION.**

Council Member Thompson believes using a Hearing Examiner is how cities will be operating more and more in the future to lessen potential liability. He gave his reasons for using a Hearing Examiner and how it will limit the liability for the City.

Mayor Pro Tem Lemley agrees with Council Members Jones and Thompson's comments and fully supports using a Hearing Examiner.

Council Member Christensen said the Council has been researching and discussing the use of a Hearing Examiner for over a year. He believes it is the correct decision and Council can address any issues, if they arise, of using a Hearing Examiner.

**THE MOTION CARRIED 5-1. COUNCIL MEMBER KENT OPPOSED.**

**COUNCIL MEMBER THOMPSON MOVED AND MAYOR PRO TEM LEMLEY SECONDED A MOTION TO PASS ORDINANCE NO. 19-14, RMC AMENDING TITLE 19, ESTABLISHING A HEARING EXAMINER AS AMENDED: " IN ALL QUASI-JUDICIAL HEARINGS THE HEARING EXAMINER AND ALL MEMBERS OF THE LEGISLATIVE BODY SHALL COMPLY WITH THE APPEARANCE OF FAIRNESS DOCTRINE THAT IS CURRENTLY CODIFIED IN THE RCW 42.36 OR AFTER AMENDED." THE MOTION CARRIED 5-1. COUNCIL MEMBER KENT OPPOSED.**

**Reports and Comments:**

1. City Manager Johnson said the United States Tennis Association (USTA) honored the City of Richland with the 2014 USTA Outstanding Facility Award for the new tennis courts located at Claybell Park. She said this is a national award with only two communities winning in this category from across the United States that recognizes facilities that meet a higher standard for construction and/or renovation.
2. Council Members:

Council Member Jones said he is very proud of the Parks Department's achievements.

Mayor Pro Tem Lemley said he attended the Trash Can Art Dedication event in John Dam Plaza, participated in the Utility Advisory Committee interviews and noted the Fire and Emergency Services Department raised \$11,000 with their “Fill the Boot” fund raiser.

**Adjournment:**

Mayor Rose adjourned the meeting at 8:27 p.m.

Respectfully Submitted,

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Marcia Hopkins, City Clerk

**FORM APPROVED:**

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David W. Rose, Mayor

**DATE APPROVED:**



## Council Agenda Coversheet

Council Date: 09/16/2014

Category: Consent Calendar

Agenda Item: C2

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: ORDINANCE 26-14, ANNEXING A 4.8 ACRE PARCEL LOCATED NORTH OF REATA ROAD

Department: Community and Development Services

Ordinance/Resolution: 26-14

Reference:

Document Type: Ordinance

### Recommended Motion:

Give first reading, by title only, to Ordinance No. 26-14, annexing a 4.8 acre parcel that is located north of Reata Road and east of Mata Court.

### Summary:

LaPierre Enterprises, the owner of a 4.8 acre parcel that is located north of Reata Road, east of Mata Court and south of the LaPierre Baseball Field has previously approached the City requesting annexation. Council held a public hearing at its regular meeting on September 2, 2014. No objections to the proposed annexation were presented to Council at that hearing. The fiscal analysis previously prepared by staff indicates that the annexation would have a slight positive fiscal benefit to the City. The draft ordinance attached would implement the Planning Commission's recommended R1-10 Single Family Residential zoning for the site. Adoption of the ordinance represents the final step in the annexation process.

### Fiscal Impact?

☒ Yes ☐ No

Staff prepared a fiscal analysis which shows that the anticipated costs and revenues associated with the proposed annexation are slightly positive to the City, both at the time of initial annexation of the undeveloped site and at the time that property is developed with single family homes.

### Attachments:

- 1) ORD 26-14 LaPierre Annexation
- 2) Vicinity Map
- 3) LaPierre Fiscal Impact

City Manager Approved:

Johnson, Cindy  
Sep 11, 13:34:34 GMT-0700 2014

WHEN RECORDED RETURN TO:

Richland City Clerk  
P.O. Box 190 MS-05  
Richland, WA 99352

PID#1-102883012999001

ORDINANCE NO. 26-14

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 4.8 acres of land located north of Reata Road and south of the LaPierre Baseball Field, providing for assumption of existing City indebtedness and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent from the sole owner of the real property legally described in Exhibit A attached hereto, to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, a meeting was held on the nineteenth day of November, 2013 between the initiating parties of this annexation and the Council of the City of Richland, at which time the Council passed Resolution No. 82-13, accepting the notice of intention to commence annexation proceedings for the real property legally described in Exhibit A attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution 82-13 further authorized and directed the Richland Planning Commission to propose and forward a recommendation to the City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, a notice of intention to annex was duly filed with the Benton County Boundary Review Board. Jurisdiction of the boundary Review Board was not invoked within 45 days of filing, and thus the proposed annexation was deemed approved by the Boundary Review Board on April 16, 2014 and

WHEREAS, the Richland Planning Commission held a public hearing on December 18, 2013 to consider an appropriate zoning designation for the proposed annexation area;

WHEREAS, on May 6, 2014, Council passed Resolution No. 64-14, authorizing the circulation of an annexation petition for annexation of the real property legally described in Exhibit A attached hereto;

WHEREAS, a petition was circulated and signed by the sole owner of the proposed annexation area, thereby exceeding the state requirement that owners representing at least 60% of the value of the proposed annexation area petition the City for annexation, according to the assessed valuation for general taxation; and

WHEREAS, City Council held a public hearing to consider the annexation on September 2, 2014, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the matter was duly considered by the City Council of the City of Richland and the Council has determined that the annexation would be of general benefit to the residents of the City of Richland;

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

Section 1.01 The real property legally described in Exhibit A attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County Washington (the "Annexed Area")

Section 1.02 The Richland Comprehensive Plan, adopted October 6, 1997 by Ordinance 26-97, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as "low density residential" under the land use map that is part of the comprehensive plan.

Section 1.03 The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 1.04 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, hereby amends Sectional Map No. 68 which is one of a series of maps constituting said Official Zoning Map, bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 1.05 It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R1-10 Single Family Residential, as depicted on Exhibit B, when consideration is given to the interest of the general public.

Section 1.06 The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington a copy of this ordinance and shall attach the amended sectional map as necessary and an amended Annexation map, duly certified by the Clerk as a true copy.

Section 1.07 As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that complies with the City's Solid Waste Management Plan.

Section 1.08 This ordinance shall be effective immediately following the day after its publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland on this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

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

Date Published: \_\_\_\_\_

## **EXHIBIT A**

### **Legal Description for LaPierre Annexation**

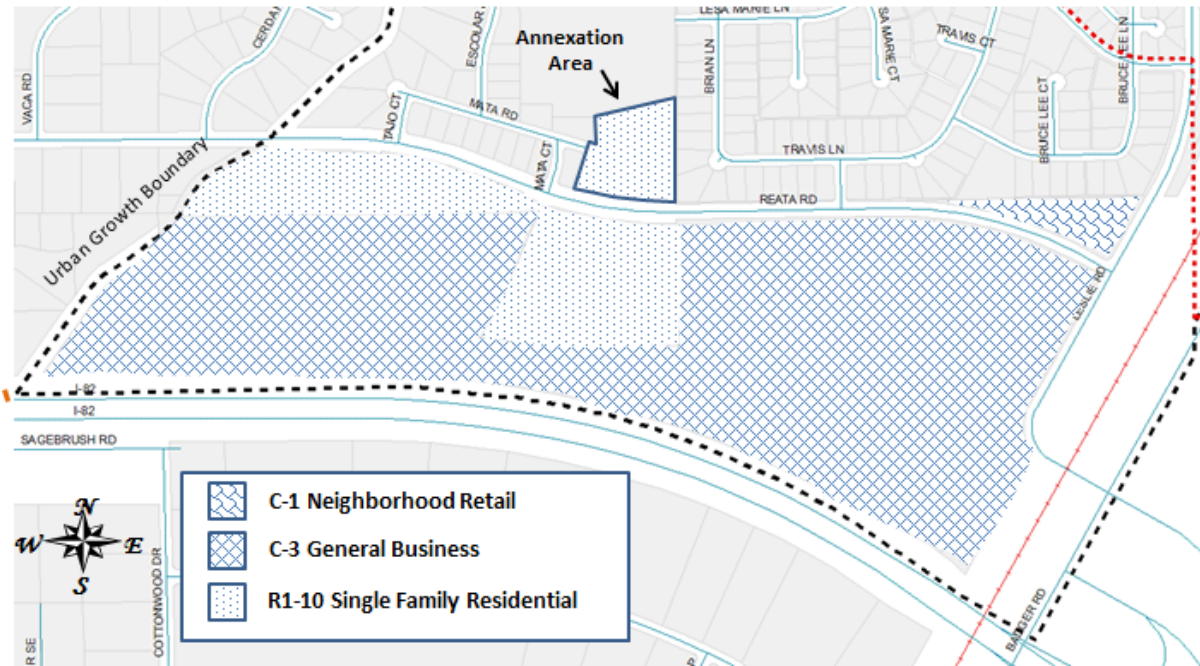
*A portion of the Southwest quarter of Section 2, Township 8 North, Range 28 East W.M., described as follows:*

*Lot 1 of Short Plat #2999, Recorded 5/3/07, under Auditor's File number 2007-013745 in Volume 1 of Short Plat, Page 2999, Records of Benton County.*

*This legal description includes the following Assessor Parcel Number:*

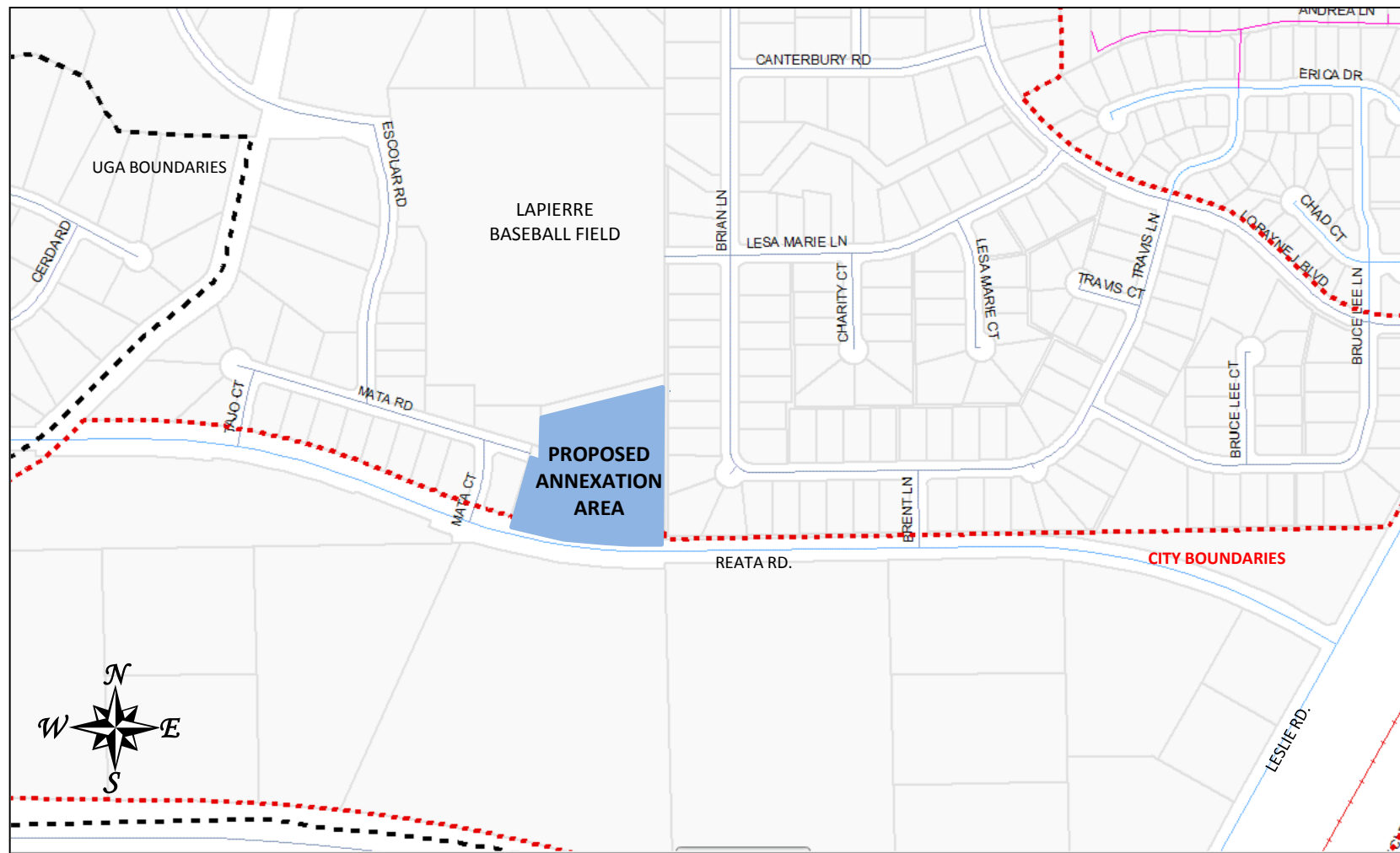
PD# 102883012999001

## EXHIBIT B



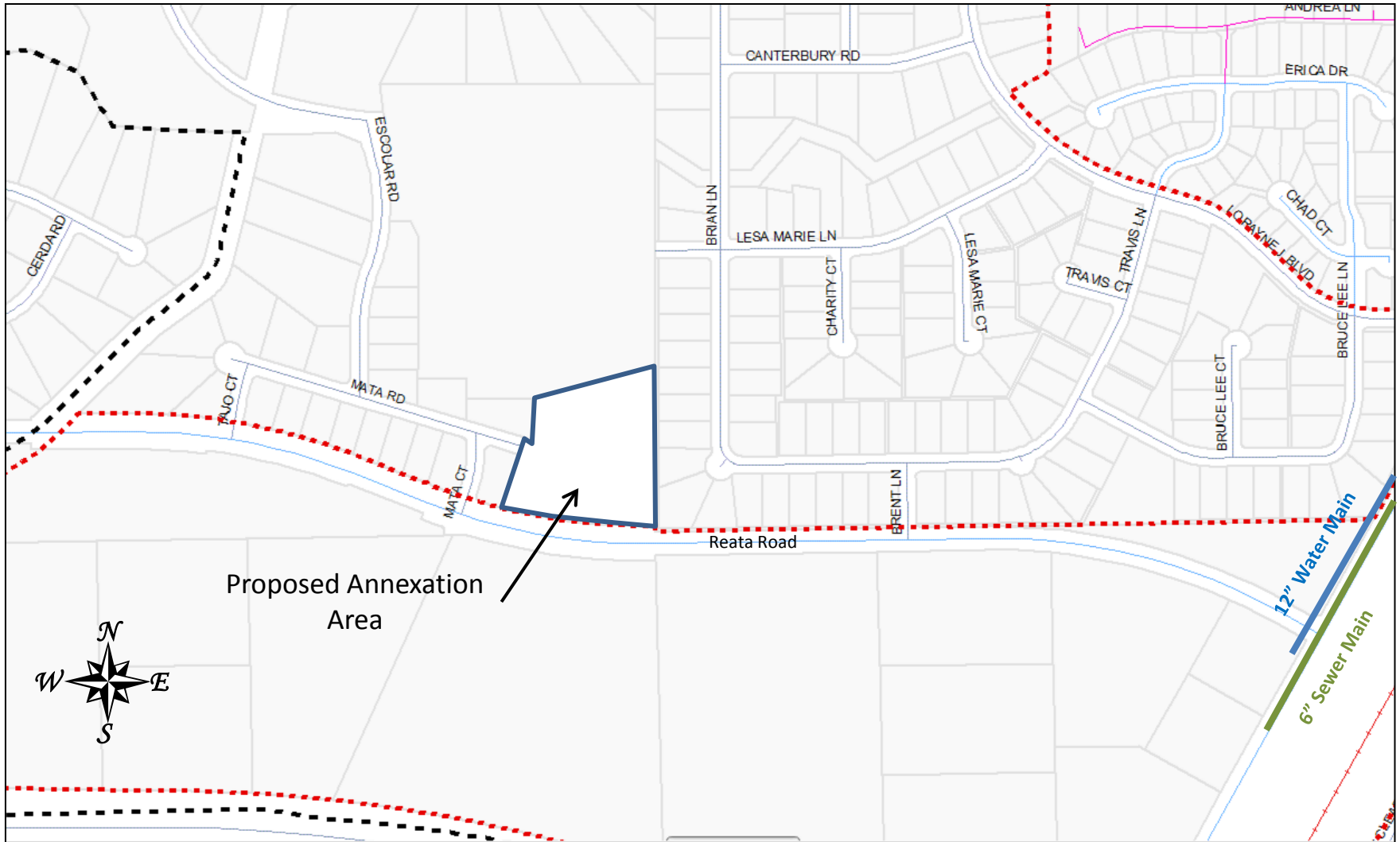
### ZONING FOR LAPIERRE ANNEXATION

Figure 2



## PROPOSED LAPIERRE ANNEXATION TO CITY OF RICHLAND

Figure 7



LAPIERRE ANNEXATION – EXISTING UTILITIES

## FISCAL IMPACT – PROPOSED LAPIERRE ANNEXATION

### INTRODUCTION

A fiscal analysis has been prepared by staff to identify the impacts of the proposed LaPierre annexation to the City. The following is a summary of the analysis that was completed and an explanation of the assumptions used in this analysis.

The analysis included in this report focuses on the potential impacts of the annexation to the City's General Fund. Enterprise funds such as electrical, water, sewer and storm drainage are, by their nature, self-sustaining and, as such, should have neither a significant positive or negative fiscal impact on the City.

### REVENUES

The revenue that would be generated by the proposed annexation is largely dependent on the amount of development that occurs in the area over time. Table I provides an estimate of the revenues that would be produced from the annexation area based only on the existing level of development. Table II provides a revenue estimate at full build-out of the annexation area. This full build-out scenario is based on the anticipated level of development allowed under zoning regulations applied to the proposed annexation area.

**TABLE I – LaPierre Annexation Proposal  
Projected Revenue – Year 2015**

<u>Revenue Source</u>	<u>Rate</u>	<u>Basis</u>	<u>Annual Amount</u>
Property Tax	\$2.9840259/assessed valuation	\$145,120 total assessed value	\$433
<b>Total</b>			<b>\$433</b>

**TABLE II – LaPierre Annexation Proposal  
Projected Revenue – Full Build-Out**

<u>Revenue Source</u>	<u>Rate</u>	<u>Basis</u>	<u>Amount</u>
Property Tax	\$2.9840259/assessed valuation	15 lots	\$13,696
Permit Fees <sup>1</sup>	\$46.13/person	39 persons	\$1,799
Utility Taxes <sup>2</sup>	\$456.17/household	15 households	\$6,842
Sales Taxes <sup>3</sup>	\$175.55/person	39 persons	\$6,847
<b>Total</b>			<b>\$29,184</b>

Table II Notes:

- <sup>1</sup> Permit fees are based on the total 2014 adopted budget figures for building permits, gun permits, animal licenses and other permits, (\$2,403,200) divided by the current population (52,090).
- <sup>2</sup> Utility taxes based on adopted budget figures for total utility tax revenue divided by estimated number of current accounts per utility
- <sup>3</sup> Sales tax determined by total sales tax revenue (9,145,622) divided by current population (52,090).

Table II Assumptions:

- Annexation includes 4.8 acres of undeveloped property. Assuming that 20% of this acreage would be devoted to roads and other infrastructure and the remaining acreage would be divided into lots averaging 11,000 square feet in area, yielding a total of 15 new lots.
- Average value of new construction for a single-family residence is \$306,000, according to 2013 year building permit activity records.
- Assumes 2.6 persons/household (2014 OFM Estimate).
- Assumes all new development will be served by City utilities.

No estimate has been provided on the length of time it would take to achieve full build-out of the proposed annexation area. This would be dependent upon any number of factors, including the desires of the property owners and market conditions. Rather, the two tables are offered as a comparison of revenues that would be generated from the area based on its existing and potential levels of development.

## **PUBLIC ASSETS**

### *Existing Infrastructure*

There is no infrastructure in the area that the City would inherit as a result of this annexation. No public right-of-way is located within the proposed annexation area.

## **DEMANDS FOR NEW/EXPANDED INFRASTRUCTURE**

As development would occur within the area, water, sewer and electrical services would be extended. An additional access road(s) would be constructed and additional traffic created by new development would add to existing traffic volumes on City streets. New development would also trigger requirements for installation of storm drainage facilities and street lighting. Additional demands would be placed on the City's parks and open spaces. The developer would be responsible for the extension of City utilities, access roads, storm drainage facilities, street lighting, park dedication and/or payment of park fees.

The City's present system of development regulation/permitting ensures that, to a large degree, new residents are paying for the costs associated with the extension/expansion of City infrastructure. It also ensures that new development will not occur unless appropriate infrastructure improvements are put in place.

## **EXISTING SERVICES**

Presently, the proposed annexation area is served by the following entities:

<b><u>Service</u></b>	<b><u>Service Provider</u></b>
Fire & Emergency Service	Benton County Fire District #1
Police Services	Benton County Sheriff's Department
Electrical Service	No Service Currently Provided
Water Service	No Service Currently Provided
Irrigation Water	No Service Currently Provided/ Purveyor is Badger Mountain Irrigation District
Sewer Service	No Service Currently Provided
Solid Waste Disposal	No Service Currently Provided

## **FUTURE DEMAND FOR SERVICES**

As development of the proposed annexation area occurs, future demands would be placed on City services. Some of these services would not be greatly impacted. Emergency fire/medical protection would be provided from the South Richland Station, located at Gage and Keene. As population increases, there would be more calls for service within the area and, eventually, staffing increases may become necessary.

City utility services, including power, water, sewer, and storm drainage would see increased usage. Present capacity of the City systems could accommodate this increased demand as the growth was anticipated and planned for in the City Comprehensive Plan. The fees charged for the connection to City utility services and the monthly user charges are designed to recover the costs associated with the provision of those services. Consequently, development within the proposed annexation area should not have fiscal impacts on those services.

Other services, including parks and recreation and library services, would likely see some increase in use. Table III demonstrates the effects of annexation, both initially and at full build-out, given the assumption that service levels and cost of service per capita will remain constant.

**TABLE III – LaPierre Annexation Proposal  
Expense of Providing City Services**

Service	Annual Cost of Service	Level of Service <sup>1</sup>	Cost of Annexation <sup>2</sup>	
			Initial	Full Build-Out
Fire <sup>3</sup>	\$134.27/person <sup>3</sup>	5 minute emergency response time	\$0	\$5,236
Police <sup>4</sup>	\$246.72/person <sup>4</sup>	1.24 police/1,000 population	\$0	\$9,622
Parks <sup>5</sup>	\$109.11/person <sup>5</sup>	2.8 acres/1,000 population	\$0	\$4,095
Street <sup>6</sup> Maintenance	\$16,320 to maintain 1 mile of street <sup>6</sup>	None established	\$0	\$2,121
Library <sup>7</sup>	\$53.90/person	None established	\$0	\$2,102
<b>Total</b>			<b>\$0</b>	<b>\$23,176</b>

Notes for Table III:

<sup>1</sup>Level of Service reported from City of Richland Comprehensive Plan

<sup>2</sup>Cost of Annexation – Initial Impacts are based on current estimate of 0 persons residing within the proposed annexation area. Full build-out figures are based on projected population of 39 persons in 15 residences.

<sup>3</sup>Represents total current expense '14 budget for fire and emergency services (\$6,994,482) divided by current city population (52,090).

<sup>4</sup>Represents total current expense '14 budget for police (\$12,851,628) divided by current city population (52,090).

<sup>5</sup>Represents total current expense '14 budget for parks and recreation (\$5,684,014) divided by current city population (52,090).

<sup>6</sup>Full build-out estimate assumes 700 feet of new streets to serve the anticipated level of development. Cost of street maintenance is based on \$4,275,978 '14 budget spread over 262 miles of streets.

<sup>7</sup>Library costs were derived by dividing 2014 total library budget (\$2,808,120) by total number of persons in the City (52,090).

Service costs for Table III only included those services that are directly provided to residents. Other General Fund expenses, including administrative expenses, are not estimated here. Presumably, there is some efficiency that would be accrued by the City in serving a larger population that would be located in a relatively small geographical area that is immediately adjacent to the City's existing service boundaries; however, administrative costs may be somewhat understated. Costs for actually providing services listed in Table III may be somewhat overstated. The per capita listing for fire and police services assumes that all expenses associated with providing services are directly related to residential uses. Clearly, there are costs associated with providing services to commercial and industrial land uses. The estimated costs of park and library services may be slightly overstated also. Some service is provided to non-City residents, which, if accounted for, would slightly decrease the per capita costs reported here. Finally, Table IV provides some comparison of the costs and revenues associated with the proposed annexation.

**TABLE IV – LaPierre Annexation Proposal  
Summary of General Fund Revenues and Expenses**

	Estimated Number of Households	Projected Revenues	Projected Expenses	Net Annual Benefit
Initial Annexation	0	\$390	0	\$433
Annexation at Full Build-Out	15	\$29,184	\$23,176	\$6,008

### **CONCLUSION**

Staff concludes that the proposed LaPierre annexation would have positive fiscal impacts to the City both at the time of initial annexation and at the time that the area is fully developed. The projected revenues associated with the annexation would exceed the estimated service costs that would be provided to the future populations of the proposed annexation area. The City's enterprise funds would also not be negatively impacted as expenses associated with providing power, water, sewer, storm drainage and solid waste disposal would necessarily equal the revenues associated with providing such services.

A general rule of thumb holds that the costs of providing services to residential neighborhoods generally exceed the revenues derived from those residential areas. This analysis presumes that additional sales tax would be generated from future development in the area at the same proportion as the rest of the City. However, to the extent that retailers performing market studies consider community growth, additional population may have the effect of stimulating additional retail development. Ultimately this would increase the per capita sales tax revenue that the City realizes.

Further, there are other factors that should be considered that are difficult to quantify. If the area is not annexed, and some level of development occurs, City services will still be directly impacted. The street system will be forced to handle more traffic, park and library use may increase, along with police and fire service calls. However, without annexation the City will not receive any revenues from those unincorporated developments. In total, the drain on City services would likely be greater without annexation than with annexation.

Annexation also provides the City with some opportunity to control the development so that it conforms to City plans and standards. Street layout and design, the extension of street and utility corridors to adjacent parcels, the overall density of development, and the dedication of park and open spaces are all issues that the City would not control if annexation does not occur.



## Council Agenda Coversheet

Council Date: 09/16/2014

Category: Consent Calendar

Agenda Item: C3

Key Element: Key 7 - Housing and Neighborhoods

Subject: ORDINANCE NO. 28-14, AMENDING ZONING MAP PG. NO. 47

Department: Community and Development Services

Ordinance/Resolution: Ord. 28-14

Reference: 28-14

Document Type: Ordinance

### Recommended Motion:

Approve Ordinance No. 28-14 amending the official zoning map sectional page no. 47 and establishing a property use and development agreement for the 1.39 acre parcel located at the southeast corner of Queensgate Dr. and Jericho Road.

### Summary:

Ordinance No. 28-14 would rezone 1.39 acre parcel located at the southeast corner of Queensgate Dr. and Jericho Road from C-1, Neighborhood Retail Business to C-3, General Business. The Applicant is requesting a change in zoning to accommodate their plans for a nursery and fruit stand on the site with outdoor displays and sales. The existing C-1 zoning does not allow for outdoor sales while the requested C-3 zoning would. The ordinance also establishes a Property Use Development Agreement specific to the parcel which outlines certain prohibited uses and specific setbacks and building heights.

The Planning Commission held a public hearing on this application at their September 27, 2014, meeting. A neighboring property owner supported the proposed uses, but expressed concern about other C-3 uses which could be located adjacent to his home. The Planning Commission therefore is recommending approval of the zone change subject to the limitations outlined in the Property Use Development Agreement.

Fiscal Impact?

☐ Yes ☒ No

The ordinance would not have a fiscal impact to the City. Future development of the site will result in an increased tax base for the City.

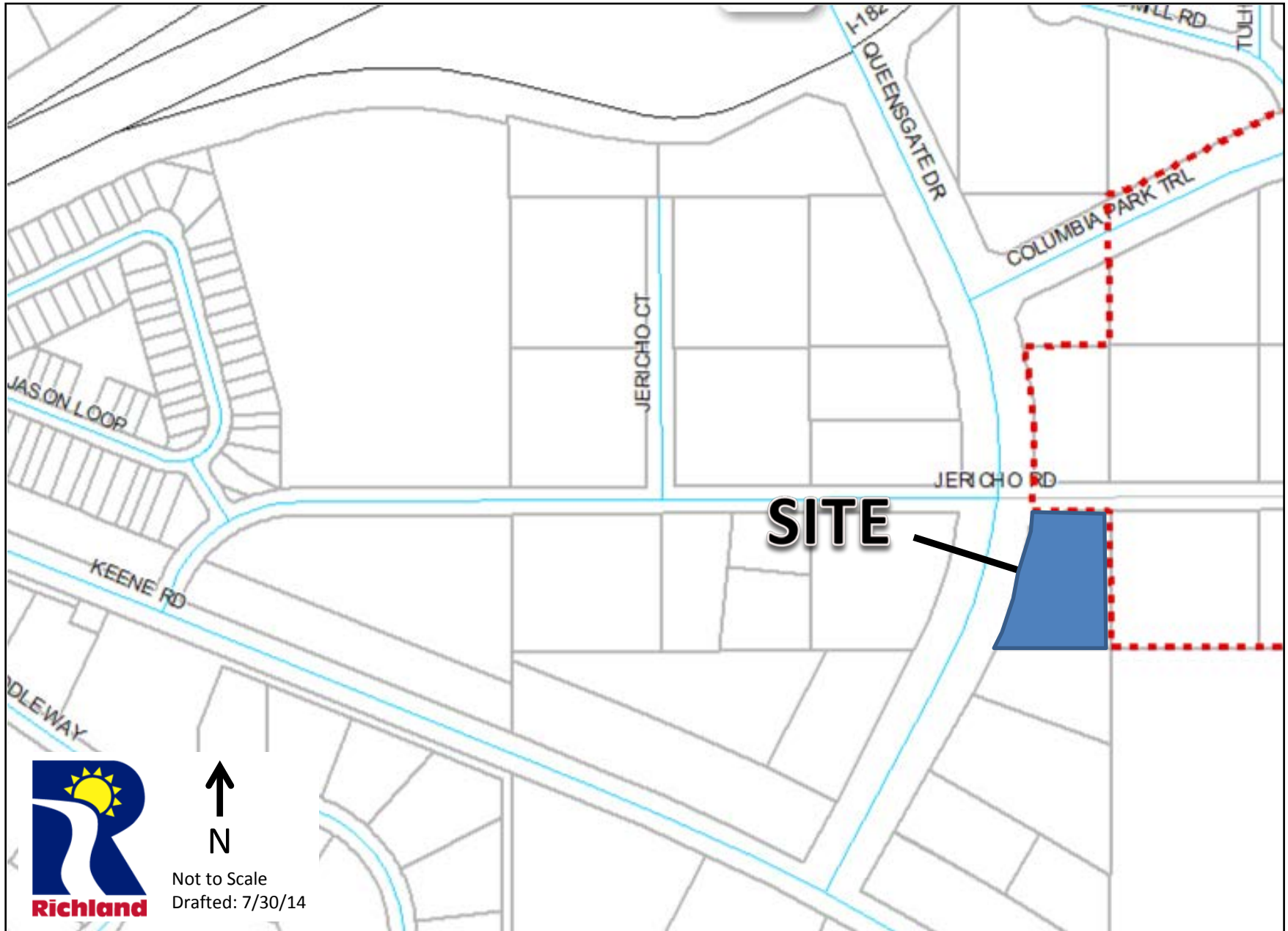
### Attachments:

ORD 28-14 - Planning Commission Packet - Keele Rezone and PUDR  
ORD 28-14 - Rezone & Property Use and Development Agreement - KEELE  
ORD 28-14 - Vicinity Map - KEELE

City Manager Approved:

Johnson, Cindy  
Sep 11, 13:38:30 GMT-0700 2014

VICINITY MAP — Rezone Request, SE Corner of Queensgate Dr. & Jericho Rd., File No. Z2014-102



Not to Scale  
Drafted: 7/30/14



## **STAFF REPORT**

TO: PLANNING COMMISSION  
FILE NO.: Z2014-102

PREPARED BY: AARON LAMBERT  
HEARING DATE: AUGUST 27, 2014

### **GENERAL INFORMATION:**

APPLICANT: BRIAN AND CATHY KEELE

REQUEST: REZONE OF A 1.39 ACRE SITE FROM C-1, NEIGHBORHOOD  
RETAIL BUSINESS TO C-3, GENERAL BUSINESS.

LOCATION: SOUTHEAST CORNER OF QUEENSGATE DRIVE AND JERICHO  
RD.

### **REASON FOR REQUEST**

The Applicant is requesting a change in zoning to accommodate their plans for future commercial development of the subject property. They intend to develop a nursery and fruit stand on the site with outdoor displays and sales. The existing C-1 zoning does not allow for outdoor sales while the requested C-3 zoning would.

### **FINDINGS AND CONCLUSIONS**

Staff has completed its review of the request for a change in zoning (Z2014-102) and submits that:

1. The City of Richland Comprehensive Plan, adopted in 1997, currently designates the subject property as suitable for commercial land uses with a designation of Business Commerce.
2. The subject property is currently zoned C-1 Neighborhood Retail Business.
3. The requested zoning of C-3, General Business is intended to be applied to properties that carry a commercial land use designation under the City's Comprehensive Plan, according to the purpose statement contained in RMC Section 23.22.010(D).
4. The proposed change in zoning would be consistent with the City's comprehensive plan.

5. The site, given its proximity and frontage upon Queensgate Drive, an arterial street, is a logical location for commercial uses that could satisfy the demand for commercial services generated by the number of residents in the immediate area as well as those utilizing Queensgate Drive, Keene Road and the Interstate I-182 interchange to navigate through the community.
6. The existing and proposed zoning designations permit many of the same commercial uses. However the proposed C-3 designation does allow for a broader range of commercial establishments which may have ancillary shop work, storage and outdoor display. Given the relatively small size of the site, a large retail use that would have a detrimental impact to the intersection or adjacent properties would be difficult to site at this location. Development standards such as required setbacks exist to mitigate impacts. The purpose statements for the C-1 & C-3 districts are found in Exhibit 1 and the allowed uses and development standards are found in Exhibit 8.
7. Based on the above findings and conclusions, approval of the zone change request to rezone the 1.39 acres located at the southeast corner of the intersection of Queensgate Drive and Jericho Road to C-3, General Business zoning would be in the best interest of the community of Richland.

#### RECOMMENDATION

Staff recommends that the Planning Commission concur with the findings and conclusions set forth in Staff Report (Z2014-102) and recommend approval to the City Council of the request to rezone 1.39 acres located at the southeast corner of the intersection of Queensgate Drive and Jericho Road to C-3, General Business zoning.

#### EXHIBITS

1. Supplemental Information
2. Vicinity Map
3. Aerial Photo
4. Site Photos
5. Zoning & Comprehensive Plan Maps
6. Hearing Notice
7. Application Materials
8. C-1 & C-3 Zoning Regulations, (allowed uses & site requirements)

# EXHIBIT (1)

## SUPPLEMENTAL INFORMATION

(Z2014-102)

### DESCRIPTION OF PROPOSAL

The proposal consists of a rezone request for an approximately 1.39-acre parcel C-1 Neighborhood Retail Business to C-3 General Business. The parcel is located on the southeast corner of the intersection of Queensgate Drive and Jericho Rd. The Applicant is requesting the change in zoning to accommodate their plans to develop a nursery and fruit stand on the site with outdoor displays and sales which is not permitted in the existing zoning but is in the C-3 district..

### SITE DATA

**Comprehensive Plan Designation:** Commercial

**Current Zoning:** (C-1) Neighborhood Retail Business

**Proposed Zoning:** (C-3) General Business

**Site Size:** 1.39 acres (60,655 SF)

**Physical Features:** The site has frontage on Queensgate Drive and Jericho Rd. Existing concrete curbing along Queensgate Drive prevents direct access from said road with the current access found on the north boundary from Jericho Road. Permanent access will be determined with the future development of the vacant site. City utilities are adjacent to the property. The Parks Department made note that the Queensgate frontage is planned to have a 10 foot wide pathway parallel to the road. The site is vacant with invasive vegetation on it.

### SURROUNDING ZONING AND EXISTING LAND USES

*See also Exhibits 1, Aerial Photo and 7, Zoning Map*

<b>North</b>	Undeveloped property located across Jericho Rd. and under the jurisdiction of Benton County
<b>South</b>	Undeveloped property zoned C-1, Neighborhood Retail Business
<b>East</b>	Developed with a single family residence and under the jurisdiction of Benton County.
<b>West</b>	Developed for commercial trailer sales across Queensgate Dr. and zoned C-3, General Business.

## ZONING DISTRICT DESCRIPTIONS

### **Existing C-1 Neighborhood Retail Business Zone**

The purpose of the C-1 district (as specified in Section 23.2.010(B) of the Richland Municipal Code) is as follows:

*The neighborhood retail business use district (C-1) is a limited retail business zone classification for areas which primarily provide retail products and services for the convenience of nearby neighborhoods with minimal impact to the surrounding residential area. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.*

### **Proposed C-3 General Business Zone**

The purpose of the C-3 district (as specified in Section 23.2.010(D) of the Richland Municipal Code) is as follows:

*The general business use district (C-3) is a zone classification providing a use district for commercial establishments which require a retail contact with the public together with incidental shop work, storage and warehousing, or light manufacturing and extensive outdoor storage and display, and those retail businesses satisfying the essential permitted use criteria of the C-2 use district. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.*

A summary of the uses permitted in both zoning districts is included in exhibit 8.

## ENVIRONMENTAL REVIEW

The rezone is not subject to SEPA environmental review as it falls into Washington State Administrative Code (WAC) exemption WAC 197-11-800(6)(c) as follows:

- (6) **Land use decisions.** *The following land use decisions shall be exempt:*
- (c) *Where an exempt project requires a rezone, the rezone is exempt only if:*
- (i) *The project is in an urban growth area in a city or county planning under RCW [36.70A.040](#);*
  - (ii) *The proposed rezone is consistent with and does not require an amendment to the comprehensive plan; and*
  - (iii) *The applicable comprehensive plan was previously subjected to environmental review and analysis through an EIS under the requirements of this chapter prior to adoption; and the EIS adequately addressed the environmental impacts of the rezone.*

## ANALYSIS

The comprehensive plan designates the site as commercial which allows for the application of any of the six commercial zoning classifications adopted by the City. The rezone would be consistent with the C-3 zoning across Queensgate Drive. The parcel is not sizeable enough to support large scale outdoor sales such as that for vehicle sales. Rather, the size lends itself well to a mixed-use development as planned with a smaller retail building and accessory outdoor sales and display.

## **SUMMARY**

Approval of the proposed rezone as requested by the property owners would be consistent with the City's comprehensive plan and would allow for the future use of the parcel for outdoor display and sales.

# EXHIBIT (2)



# EXHIBIT (3)



Not to Scale  
Drafted: 8/20/14

# EXHIBIT (4)

SITE PHOTOS — Rezone Request, SE Corner of Queensgate Dr. & Jericho Rd., File No. Z2014-102



View looking generally southwest to northeast from Queensgate Drive.

Not to Scale

Source:

Google

Street View



SITE PHOTOS — Rezone Request, SE Corner of Queensgate Dr. & Jericho Rd., File No. Z2014-102



View looking generally west to east from Queensgate Drive.

Not to Scale

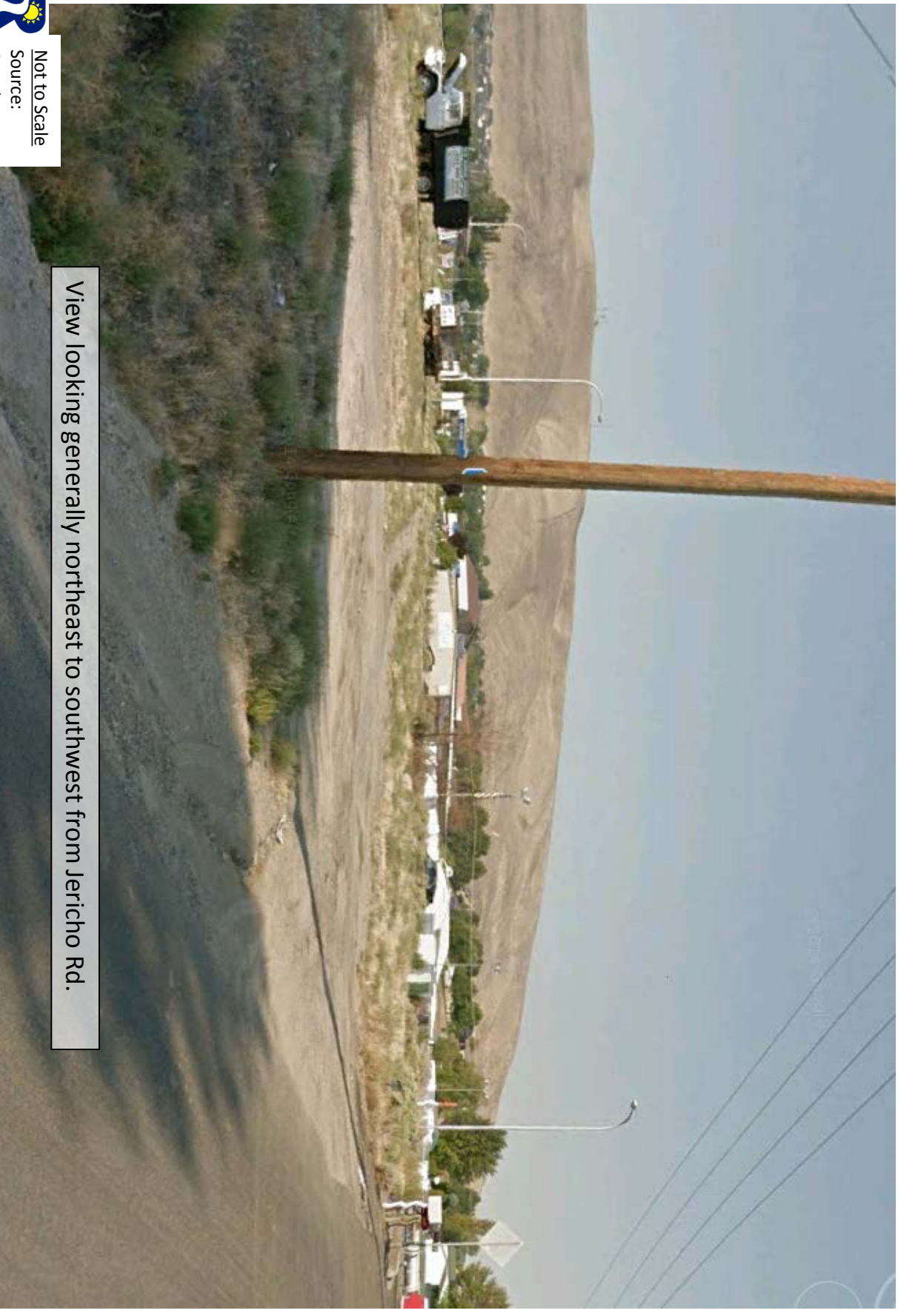
Source:

Google

Street View



SITE PHOTOS — Rezone Request, SE Corner of Queensgate Dr. & Jericho Rd., File No. Z2014-102



View looking generally northeast to southwest from Jericho Rd.

Not to Scale

Source:

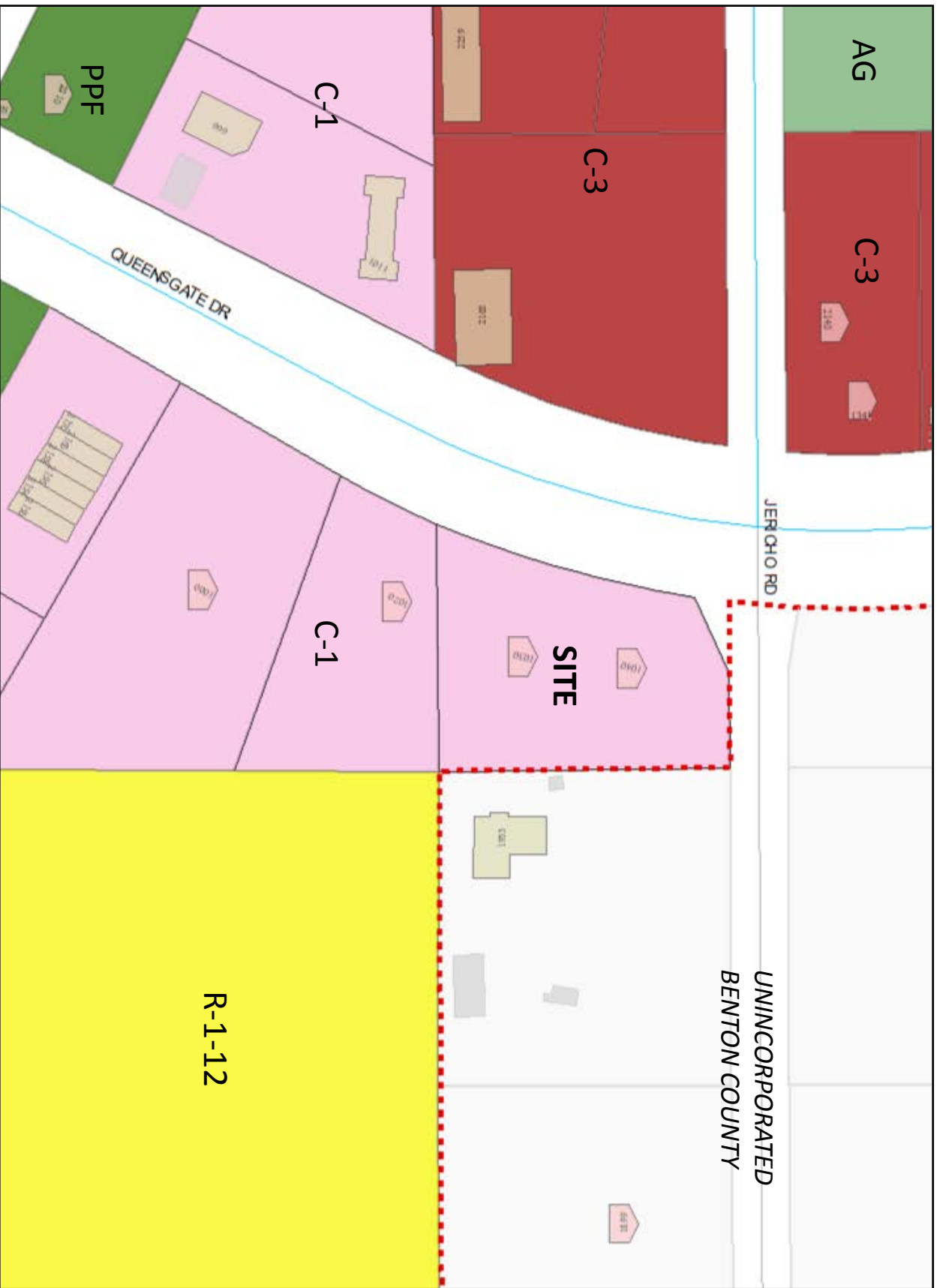
Google

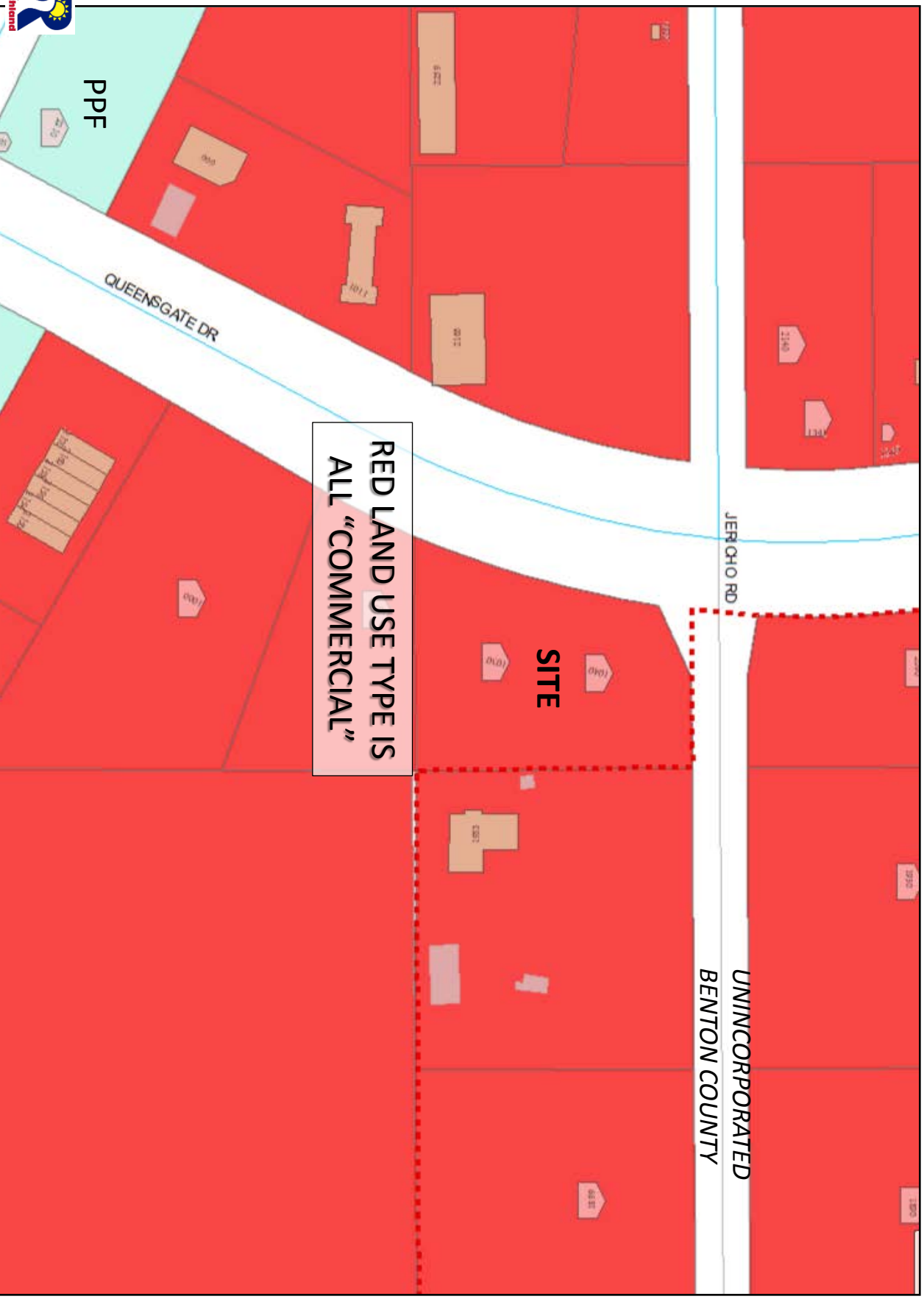
Street View



# EXHIBIT (5)

ZONING MAP— Rezoning Request, SE Corner of Queensgate Dr. & Jericho Rd., File No. Z2014-102





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# EXHIBIT (6)



# **CITY OF RICHLAND** **NOTICE OF APPLICATION** **AND PUBLIC HEARING (Z2014-102)**

Notice is hereby given that application has been submitted for a rezone from Neighborhood Retail Business (C-1) zoning to General Business (C-3) zoning for the undeveloped 1.3 acre parcel located at the southeast corner of Queensgate Drive and Jericho Rd. The purpose of the rezone is to allow for outdoor displays associated with a proposed nursery and fruit stand.

The Richland Planning Commission, on Wednesday, August 27, 2014, will conduct a public hearing and review of the application at 7:00 p.m. in the Richland City Hall Council Chambers, 505 Swift Boulevard. All interested parties are invited to attend and present testimony at the public hearing.

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

Copies of the staff report and recommendation will be available in the Development Services Division Office, and at the Richland Public Library beginning Friday, August 22, 2014

The proposed application will be reviewed in accordance with the regulations in RMC Chapters 23.70.190-280. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70.060. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

---

AARON LAMBERT,  
SENIOR PLANNER

# EXHIBIT (7)

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

FILE NO. Z2014-102

Received: 7/16/14

Petition for Change of Zoning District Classification

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

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

<b>SECTION I – APPLICANT INFORMATION</b>			
Applicant's Name: <u>Brian and Cathy Keele</u>			
Address: <u>57421 N 385 OR NE</u>			
City: <u>Benton City</u>		State: <u>WA</u>	Zip: <u>99320</u>
Phone: <u>967-0943</u>	Fax:	Other and/or e-mail address: <u>bdkeele@clearwire.net</u>	
Please check under what capacity you are filing:			
<input type="checkbox"/> Recorded owner of the property as of		<input checked="" type="checkbox"/> Purchasing under contract as of <u>7/8/14</u>	
<input type="checkbox"/> The lessee as of		<input type="checkbox"/> The authorized agent of any of the foregoing, duly authorized in writing (written authorization must be attached to application).	
<b>SECTION II – PROPERTY LOCATION AND GENERAL DESCRIPTION</b>			
Street address(es) of property for which the zone change is requested, if applicable: <u>NKA Queensgate</u>			
Relationship to adjacent streets (i.e., west of Main Street between 1 <sup>st</sup> Avenue and 2 <sup>nd</sup> Avenue): <u>S.E. Corner at Jericho and Queensgate - vacant land</u>			
General description of development status (i.e., vacant, agricultural, buildings, or miscellaneous improvement): <u>Vacant</u>			
Size of petition area <u>1.3</u> acres and		square feet	
<b>SECTION III - CHANGE OF ZONE REQUEST</b>			
A change of zone from <u>C-1</u>		To <u>C-3</u>	
is requested for the property described in Section II of this application.			
<b>SECTION IV – JUSTIFICATION</b>			
State the reason(s) for the requested change of zone: <u>To allow for outdoor displays associated with a proposed nursery and fruit stand.</u>			

[ Continued

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

DATED THIS 14 DAY OF July, 2014.

BR Hull

Applicant's Signature

57421 N 385 PR NE

Address

Benton City, WA 99320

City, State, Zip

967-0943

Phone

Carly Lee

Applicant's Signature

57421 N. 385 Pr. NE

Address

Benton City, WA 99320

City, State, Zip

967-0943

Phone

**FOR OFFICE USE ONLY**

Date accepted for filing \_\_\_\_\_

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

\_\_\_\_\_  
City Official's Signature

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# EXHIBIT (8)



### 23.22.030 Commercial use districts permitted land uses.

In the following chart, land use classifications are listed on the vertical axis. Zoning districts are listed on the horizontal axis.

A. If the symbol “P” appears in the box at the intersection of the column and row, the use is permitted, subject to the general requirements and performance standards required in that zoning district.

B. If the symbol “S” appears in the box at the intersection of the column and row, the use is permitted subject to the special use permit provisions contained in Chapter [23.46](#) RMC.

C. If the symbol “A” appears in the box at the intersection of the column and the row, the use is permitted as an accessory use, subject to the general requirements and performance standards required in the zoning district.

D. If a number appears in the box at the intersection of the column and the row, the use is subject to the general conditions and special provisions indicated in the corresponding note.

E. If no symbol appears in the box at the intersection of the column and the row, the use is prohibited in that zoning district.

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
<b>Agricultural Uses</b>								
Raising Crops, Trees, Vineyards								P
<b>Automotive, Marine and Heavy Equipment</b>								
Automotive Repair – Major				P				
Automotive Repair – Minor		P	P	P	S			
Automotive Repair – Specialty Shop		S	P	P	S			

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Automobile Service Station		P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>	S <sup>1</sup>			
Auto Part Sales		P	P	P	S			
Boat Building				P				
Bottling Plants				P				P <sup>28</sup>
Car Wash – Automatic or Self-Service		P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>	S <sup>2</sup>			
Equipment Rentals			P	P				
Farm Equipment and Supplies Sales				P				
Fuel Station/Mini Mart	S	P	P	P	P			
Heavy Equipment Sales and Repair				P				
Manufactured Home Sales Lot				P				
Marinas						P	P	
Marine Equipment Rentals				P		P	P	
Marine Gas Sales						A	A	
Marine Repair				P		P	P	
Towing, Vehicle Impound Lots				S <sup>3</sup>				
Truck Rentals			P	P				
Truck Stop – Diesel Fuel Sales			S	P				
Truck Terminal				P				

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Vehicle Leasing/Renting			P <sup>4</sup>	P	S <sup>4</sup>			
Vehicle Sales			P <sup>4</sup>	P	S <sup>4</sup>			
Warehousing, Wholesale Use				P				
<b>Business and Personal Services</b>								
Animal Shelter				S <sup>5</sup>				
Automatic Teller Machines	P	P	P	P	P	P		P
Commercial Kennel				P <sup>5</sup>				
Contractors' Offices		P	P	P	P			
Funeral Establishments			P	P				
General Service Businesses	A	P	P	P	P	P		
Health/Fitness Facility	A	P	P	P	P	A	P	
Health/Fitness Center			P	P	P		P	
Health Spa		P	P	P	P	P		P
Hospital/Clinic – Large Animal				S <sup>5</sup>				
Hospital/Clinic – Small Animal			S <sup>5</sup>	P <sup>5</sup>	P			
Laundry/Dry Cleaning, Com.				P	P <sup>29</sup>			
Laundry/Dry Cleaning, Neighborhood		P	P	P	P			
Laundry/Dry Cleaning, Retail	P	P	P	P	P	P		

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Laundry – Self-Service		P	P	P	P			
Mini-Warehouse				P <sup>6</sup>				
Mailing Service	P	P	P	P	P	P		
Personal Loan Business	P	P	P	P	P			
Personal Services Businesses	A	P	P	P	P	P		
Photo Processing, Copying and Printing Services	P	P	P	P	P	P		
Telemarketing Services	P		P	P	P			
Video Rental Store		P	P	P	P	P		P
<b>Food Service</b>								
Cafeterias	A		A	A	A	A	A	
Delicatessen	P	P	P	P	P	P	P	P
Drinking Establishments		P <sup>7</sup>	P	P	P	P	P	P
Micro-Brewery			P	P	P	P	P	P
Portable Food Vendors <sup>26</sup>	A <sup>27</sup>	A <sup>27</sup>	A <sup>27</sup>	A <sup>27</sup>	A <sup>27</sup>	A <sup>27</sup>	A <sup>27</sup>	A <sup>28</sup>
Restaurants/Drive-Through		S <sup>8</sup>	P <sup>8</sup>	P <sup>8</sup>	S <sup>8, 9</sup>	S <sup>8, 9</sup>		
Restaurants/Lounge		P <sup>7</sup>	P	P	P	P	P	P
Restaurants/Sit Down	A	P	P	P	P	P	P	P
Restaurants/Take Out		P	P	P	P	P		P

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Restaurants with Entertainment/Dancing Facilities		P <sup>7</sup>	P	P	P	P	P	P
Wineries – Tasting Room		P <sup>7</sup>	P	P	P	P	P	P
<b>Industrial/Manufacturing Uses</b>								
Laundry and Cleaning Plants				P				P <sup>28</sup>
Light Manufacturing Uses				P				P <sup>28</sup>
Warehousing and Distribution Facilities				P				P <sup>28</sup>
Wholesale Facilities and Operations				P				P <sup>28</sup>
Wineries – Production				P				P
<b>Office Uses</b>								
Financial Institutions	P	P/S <sup>22</sup>	P	P	P/S <sup>22</sup>	P		
Medical, Dental and Other Clinics	P	P	P	P	P	P		
Newspaper Offices and Printing Works			P	P	P			
Office – Consulting Services	P	P	P	P	P	P		P <sup>28</sup>
Office – Corporate	P		P	P	P	P		P <sup>28</sup>
Office – General	P	P	P	P	P	P		P <sup>28</sup>
Office – Research and Development	P		P	P	P			P <sup>28</sup>
Radio and Television Studios			P	P	P			
Schools, Commercial	P		P	P	P	P		

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Schools, Trade			P	P	P			P <sup>28</sup>
Travel Agencies	P	P	P	P	P	P		
<b>Public/Quasi-Public Uses</b>								
Churches	P <sup>10</sup>	P <sup>10</sup>	P <sup>10</sup>	P <sup>10</sup>	P	P <sup>10</sup>		
Clubs or Fraternal Societies	P <sup>10</sup>	P <sup>10</sup>	P <sup>10</sup>	P <sup>10</sup>	P <sup>10</sup>	P <sup>10</sup>		
Cultural Institutions	P <sup>10</sup>	P <sup>10</sup>	P <sup>10</sup>		P <sup>10</sup>	P <sup>10</sup>		P <sup>10</sup>
General Park O&M Activities	P	P	P	P	P	P	P	P
Hospitals	P		P	P	P			
Homeless Shelter				P				
Passive Open Space Use	P	P	P	P	P	P	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup>
Public Agency Buildings	P	P	P	P	P	P	P	
Public Agency Facilities	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup>
Public Campgrounds				S			S	
Public Parks	P	P	P	P	P		P	P
Schools	P <sup>12</sup>	P <sup>12</sup>	P <sup>12</sup>	P <sup>12</sup>	P <sup>12</sup>	P <sup>12</sup>		
Schools, Alternative	P <sup>13</sup>	P <sup>13</sup>	P <sup>13</sup>	P <sup>13</sup>	P <sup>13</sup>			
Special Events Including Concerts, Tournaments and	P	P	P	P	P	P	P	P

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Competitions, Fairs, Festivals and Similar Public Gatherings								
Trail Head Facilities	P	P	P	P	P	P	P	P
Trails for Equestrian, Pedestrian, or Nonmotorized Vehicle Use	P	P	P	P	P	P	P	P
<b>Recreational Uses</b>								
Art Galleries			P	P	P	P	P	P
Arcades		P	P	P	P	P	P	
Boat Mooring Facilities						P	P	
Cinema, Indoor			P	P	P	P	P	
Cinema, Drive-In			P	P				
Commercial Recreation, Indoor		S <sup>7</sup>	P	P	P	P	P	
Commercial Recreation, Outdoor			P	P		P	P	
House Banked Card Rooms				P <sup>14</sup>	P <sup>14</sup>	P <sup>14</sup>	P <sup>14</sup>	
Recreational Vehicle Campgrounds				S <sup>15</sup>			S <sup>15</sup>	
Recreational Vehicle Parks				S <sup>16</sup>			S <sup>16</sup>	
Stable, Public				S <sup>17</sup>				
Theater		P <sup>7</sup>	P	P	P	P	P	P
<b>Residential Uses</b>								
Accessory Dwelling Unit		A	A	A	A	A		A

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Apartment, Condominium (3 or more units)	P		P <sup>18</sup>		P	P		
Assisted Living Facility	P		P		P <sup>18</sup>	P		
Bed and Breakfast	P	P	P	P	P	P	P	P
Day Care Center	P <sup>19</sup>	P <sup>19</sup>	P <sup>19</sup>	P <sup>19</sup>	P <sup>19</sup>	P <sup>19</sup>		
Dormitories, Fraternities, and Sororities	P				P	P		
Dwelling, One-Family Attached						P <sup>25</sup>		
Dwelling, Two-Family Detached						P		
Dwelling Units for a Resident Watchman or Custodian				A				P <sup>28</sup>
Family Day Care Home	P <sup>19</sup>					P <sup>19</sup>		
Houseboats						P	P	
Hotels or Motels	P		P	P	P	P	P	P
Nursing or Rest Home	P		P		P <sup>18</sup>	P		
Recreational Club	A				A	A		
Senior Housing	P				P <sup>18</sup>	P		
Temporary Residence	P <sup>20</sup>	P <sup>20</sup>	P <sup>20</sup>	P <sup>20</sup>	P <sup>20</sup>	P <sup>20</sup>		P
<b>Retail Uses</b>								
Adult Use Establishments				P <sup>21</sup>				
Apparel and Accessory Stores		P	P	P	P	P		P

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Auto Parts Supply Store		P	P	P	P			
Books, Stationery and Art Supply Stores	A	P	P	P	P	P		P
Building, Hardware, Garden Supply Stores		P	P	P	P			
Department Store			P	P	P			
Drug Store/Pharmacy	A	P/S <sup>22</sup>	P	P	P	P		
Electronic Equipment Stores		P	P	P	P	P		
Food Stores		P	P	P	P	P		
Florist		P	P	P	P	P		P
Furniture, Home Furnishings and Appliance Stores		P	P	P	P			
Landscaping Material Sales			A	P				
Lumberyards				P				
Nursery, Plant				P				P
Office Supply Store	A	P	P	P	P	P		
Outdoor Sales				P				
Parking Lot or Structure	P	P	P	P	A	P		P
Pawn Shop				P				
Pet Shop and Pet Supply Stores		P	P	P	P			
Retail Hay, Grain and Feed Stores				P				

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Secondhand Store			P	P	P	P		
Specialty Retail Stores		P	P	P	P	P		P
<b>Miscellaneous Uses</b>								
Bus Station				P	P			
Bus Terminal				P	P			
Bus Transfer Station	P		P	P	P		P	
Cemetery	P		P	P				
Community Festivals and Street Fairs	P	P	P	P	P	P	P	P
Convention Center	P		P	P	P	P	P	
Micro- and Macro-Antennas	P	P	P	P	P	P	P	P
Monopole			S <sup>23</sup>	P/S <sup>23</sup>	S <sup>23</sup>			
On-Site Hazardous Waste Treatment and Storage	A	A	A	A	A	A	A	A
Outdoor Storage		A <sup>24</sup>	A <sup>24</sup>	P <sup>24</sup>				
Storage in an Enclosed Building	A	A	A	A	A	A	A	A <sup>28</sup>

1. RMC [23.42.280](#) 2. RMC [23.42.270](#) 3. RMC [23.42.320](#) 4. RMC [23.42.330](#) 5. RMC [23.42.040](#)
6. RMC [23.42.170](#) 7. RMC [23.42.053](#) 8. RMC [23.42.047](#) 9. RMC [23.42.055](#) 10. RMC [23.42.050](#)
11. RMC [23.42.200](#) 12. RMC [23.42.250](#) 13. RMC [23.42.260](#) 14. RMC [23.42.100](#) 15. RMC [23.42.230](#)
16. RMC [23.42.220](#) 17. RMC [23.42.190](#)
18. Use permitted on upper stories of multi-story buildings, if main floor is used for commercial or office uses.

19. RMC [23.42.080](#) 20. RMC [23.42.110](#) 21. RMC [23.42.030](#) 22. Use permitted, requires special use permit with drive-through window. 23. Chapter [23.62](#) RMC 24. RMC [23.42.180](#) 25. RMC [23.18.025](#) 26. See definition, RMC [23.06.780](#) 27. RMC [23.42.185](#)

28. Activities permitted only when directly related to and/or conducted in support of winery operations.

29. Within the central business district (CBD), existing commercial laundry/dry cleaning uses, established and operating at the time the CBD district was established, are allowed as a permitted use. All use of the land and/or buildings necessary and incidental to that of the commercial laundry/dry cleaning use, and existing at the effective date of the CBD district, may be continued. Commercial laundry/dry cleaning uses not established and operating at the time the CBD district was established are prohibited.

[Ord. 28-05 § 1.02; Ord. 15-07; Ord. 04-09; Ord. 07-10 § 1.02; amended during 2011 recodification; Ord. 32-11 § 5].

### **23.22.040 Site requirements and development standards for commercial use districts.**

In the following chart, development standards are listed on the vertical axis. Zoning districts are listed on the horizontal axis. The number appearing in the box at the intersection of the column and row represents the dimensional standard that applies to that zoning district.

Standard	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Minimum Lot Area	None	None	None	None	None	None	None	None
Maximum Density – Multifamily Dwellings (units/square feet)	1:1,500	N/A	N/A	N/A	None	1:1,500	N/A	N/A
Minimum Lot Width – One-Family Attached Dwellings	N/A	N/A	N/A	N/A	N/A	30 feet	N/A	N/A
Minimum Front Yard Setback <sup>14</sup>	20 feet	45 feet <sup>1</sup>	0 feet <sup>2</sup>	0 feet <sup>2</sup>	CBD, Parkway, Uptown Districts: 0 feet min. – 20 feet max. <sup>3, 11, 13</sup> Medical District: 0 feet min.	Note 4,5	Note 4	20 feet
Minimum Side Yard Setback	0 feet <sup>6</sup>	0 feet <sup>7</sup>	None	None	0 feet <sup>6,8</sup>	0 feet <sup>5,9</sup>	0 feet	0 feet <sup>6,8</sup>

Standard	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Minimum Rear Yard Setback	0 feet <sup>6,8</sup>	0 feet <sup>7</sup>	None	None	0 feet <sup>6,8</sup>	0 feet <sup>5,8,10</sup>	0 feet	0 feet <sup>6,8</sup>
Maximum Building Height <sup>14</sup>	55 feet	30 feet	80 feet	80 feet	CBD – 110 feet Medical – 140 feet Parkway – 50 feet Uptown – 50 feet	35/55 feet <sup>12</sup>	35/55 feet <sup>12</sup>	35 feet
Minimum Dwelling Unit Size (in square feet, excluding porches, decks, balconies and basements)	500 feet	N/A	N/A	N/A	500 feet	500 feet	N/A	N/A

1. Each lot shall have a front yard 45 feet deep or equal to the front yards of existing buildings in the same C-1 district and within the same block.
2. No setback required if street right-of-way is at least 80 feet in width. Otherwise, a minimum setback of 40 feet from street centerline is required.
3. Unless a greater setback is required by Chapter [12.11](#) RMC, Intersection Sight Distance.
4. Front and Side Street. No building shall be closer than 40 feet to the centerline of a public right-of-way. The setback area shall incorporate pedestrian amenities such as increased sidewalk width, street furniture, landscaped area, public art features, or similar features.
5. In the case of attached one-family dwelling units, setback requirements shall be as established for attached dwelling units in the medium-density residential small lot (R-2S) zoning district. Refer to RMC [23.18.040](#).
6. In any commercial limited business (C-LB), central business (CBD) or in any commercial winery (CW) zoning district that directly abuts a single-family zoning district, the following buffer, setback and building height regulations shall apply to all structures:
  - a. Within the commercial limited business (C-LB), the central business district (CBD) and the commercial winery (CW) districts, buildings shall maintain at least a 35-foot setback from any property that is zoned for single-family residential use. Single-family residential zones include R-1-12 – single-family residential 12,000, R-1-10 – single-family residential 10,000, R-2 – medium-density residential, R-2S – medium-density residential small lot, or any residential planned unit development that is comprised of single-family detached dwellings.
  - b. Buildings that are within 50 feet of any property that is zoned for single-family residential use in commercial limited business (C-LB) and the commercial winery (CW) districts and buildings that are within 50 feet of any property that is zoned for and currently developed with a single-family residential use in the central business district (CBD) (as defined in footnote (6)(a)) shall not exceed 30 feet in height. Beyond the area 50 feet from any property that is zoned for single-family residential use, building height may be increased at the rate of one foot in building height for each additional one foot of setback from property that is zoned for single-family residential use to the maximum building height allowed in the C-LB, CW and CBD zoning districts, respectively.
  - c. A six-foot-high fence that provides a visual screen shall be constructed adjacent to any property line that adjoins property that is zoned for single-family residential use, or currently zoned for and developed with a single-family residential use in the CBD district. Additionally, a 10-foot landscape strip shall be provided adjacent to the fence. This landscape strip may be used to satisfy the landscaping requirements established for the landscaping of parking facilities as identified in RMC [23.54.140](#).
  - d. In the C-LB and CW districts, a 20-foot setback shall be provided for any side yard that adjoins a street.
7. Side yard and rear yard setbacks are not required except for lots adjoining a residential development, residential district, or a street. Lots adjoining either a residential development or residential district shall maintain a minimum 15-foot setback. Lots adjoining a street shall maintain a minimum 20-foot setback. Required side or rear yards shall be landscaped or covered with a hard surface, or a combination of both. No accessory buildings or structures shall be located in such yards unless otherwise permitted by this title.

8. No minimum required, except parking shall be set back a minimum of five feet to accommodate required landscape screening as required under RMC [23.54.140](#).
9. Side Yard. No minimum, except parking shall be set back a minimum of five feet, and buildings used exclusively for residences shall maintain at least one foot of side yard for each three feet or portion thereof of building height. Side yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.
10. No minimum, except parking shall be set back a minimum of five feet. Rear yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.
11. Commercial developments such as community shopping centers or retail centers over 40,000 square feet in size and typically focused around a major tenant, such as a supermarket grocery, department store or discount store, and supported with smaller “ancillary” retail shops and services located in multiple building configurations, are permitted front and street side maximum setback flexibility for the largest building. Maximum setback standards on any other new buildings may be adjusted by the planning commission as part of the alternative design review as set forth in the performance standards and special requirements of RMC [23.22.020\(E\)\(9\)](#).
12. All buildings that are located in both the waterfront (WF) district and that fall within the jurisdictional limits of the Shoreline Management Act shall comply with the height limitations established in the Richland shoreline master program (RMC Title [26](#)). Buildings in the WF district that are not subject to the Richland shoreline master program shall not exceed a height of 35 feet; unless the planning commission authorizes an increase in building height to a maximum height of 55 feet, based upon a review of the structure and a finding that the proposed building is aesthetically pleasing in relation to buildings and other features in the vicinity and that the building is located a sufficient distance from the Columbia River to avoid creating a visual barrier.
13. Physical additions to existing nonconforming structures are not subject to the maximum front yard setback requirements.
14. The medical, uptown and parkway districts of the CBD zoning district are established as shown by Plates 23.22.040(1), (2) and (3).

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 28-14

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 Map No. 47 so as to change the zoning on 1.39 acres from Neighborhood Retail Business (C-1) to General Business (C-2), contingent upon the recording of a properly executed, delivered and accepted Property Use and Development Agreement. Said property is located on the southeast corner of the intersection of Queensgate Drive and Jericho Rd. [Brian and Cathy Keele]

WHEREAS, on August 27, 2014, the Richland Planning Commission held a properly advertised public hearing to consider a petition to change the zoning of the property hereafter described; and

WHEREAS, the Richland Planning Commission took action at the August 27, 2014, meeting recommending approval of the requested rezone subject to development of a Property Use and Development Agreement; and

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

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

Section 1.01 It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is General Business (C-3) when consideration is given to the interest of the general public.

Section 1.02 Contingent upon the recording, as in Section 1.04 hereof, and within 90 days of the passage of this ordinance, of a properly executed, delivered and accepted "Property Use and Development Agreement" substantially in the form attached hereto as Exhibit A by the petitioner for rezone of the property, restricting the use and development of such property and in order to provide for General Business (C-3) zoning of the

approximate 1.39 acre site, Benton County Assessor's Parcel number, 1-22982020003017, more particularly described as follows:

BADGER HEIGHTS SUBDIVISION BLOCK 3 LOT 16 THE PORTION OF LOT 16 LYING SOUTHERLY AND EASTERLY OF THE FOLLOWING DESCRIPTION RIGHT OF WAY LINE: BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT OPPOSITE HIGHWAY ENGINEER'S STATION JR 11+50 ON THE JR LINE SURVEY OF STATE HIGHWAY ROUTE #182 AND 30 FEET SOUTHERLY THEREFROM, THENCE SOUTHWESTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION TF94+50 =JR 10 72.22 (65.51 RT) ON THE TF LINE SURVEY OF SAID HIGHWAY AND 80 FEET SOUTHEASTERLY THEREFROM: THENCE SOUTHWESTERLY PARALLEL WITH SAID TF LINE SURVEY, TO THE SOUTHERLY LINE OF SAID LOT AND THE END OF THIS RIGHT OF WAY LINE DESCRIPTION.

Such land is rezoned from Neighborhood Retail Business (C-1) to General Business (C-3).

Section 1.03 Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, are amended by amending Sectional Map No. 47 which is one of a series of maps constituting said Official Zoning Map, as shown on the attached Sectional Map No. 47 and bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

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

Section 1.05 The City Clerk is directed to file with the Auditor of Benton County, Washington a copy of this ordinance and the attached amended Sectional Map No. 47, duly certified by the Clerk as a true copy.

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

PASSED by the City Council of the City of Richland on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
HEATHER KNITZLEY  
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 BRIAN KEELE and CATHY KEELE  
(Petitioners).

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

WHEREAS, the City of Richland is currently entertaining an application by Brian Keele and Cathy Keele, (hereinafter "Petitioners") for a change of zone covering a 1.39-acre site located in Benton County, Washington (hereinafter "Property") and more particularly described in Ordinance No. 28-14.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from C-1 Neighborhood Business to C-3 General Business pursuant to said application, Petitioners for themselves and for and on behalf of their heirs, successors and assigns, covenant and agree as follows:

1. Development of the subject property shall be consistent with the C-3 General Business zoning district permitted land uses with the exception of the following uses that shall be unpermitted or require approval of a special use permit:
  - a. PROHIBITED  
Adult Use Establishments; Animal Shelter; Boat Building; Bottling Plants; Bus Station; Bus Terminal; Bus Transfer Station; Cemetery; Cinema Indoor or Drive-In; Heavy Equipment Sales and Repair; Homeless Shelter; House Banked Card Rooms; Laundry and Cleaning Plants; Laundry/Dry Cleaning Com.; Manufactured Home Sales Lot; Marine Equipment Rentals; Mini-Warehouse; Pawn Shop; Public Campgrounds; Recreational Vehicle Campgrounds; Recreational Vehicle Parks; Stable, Public; Towing, Vehicle Impound Lots; Truck Rentals; Truck Stop – Diesel Fuel Sales; Truck Terminal; Vehicle Licensing/Renting; Vehicle Sales; Warehousing and Distribution Facilities.
  - b. SPECIAL USE PERMIT  
Light Manufacturing Uses; Lumberyards; Monopole; Wineries – Production.

2. Site requirements and development standards shall be consistent with the C-3 General Business zoning district requirements with the following exceptions:

- a. Setback from rear yard – 15 feet minimum;
- b. Building height – 45 feet maximum

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

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Cynthia D. Johnson  
City Manager

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Brian & Cathy Keele (Husband & Wife)  
Petitioners

APPROVED AS TO FORM:

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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 Cynthia D. 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: \_\_\_\_\_

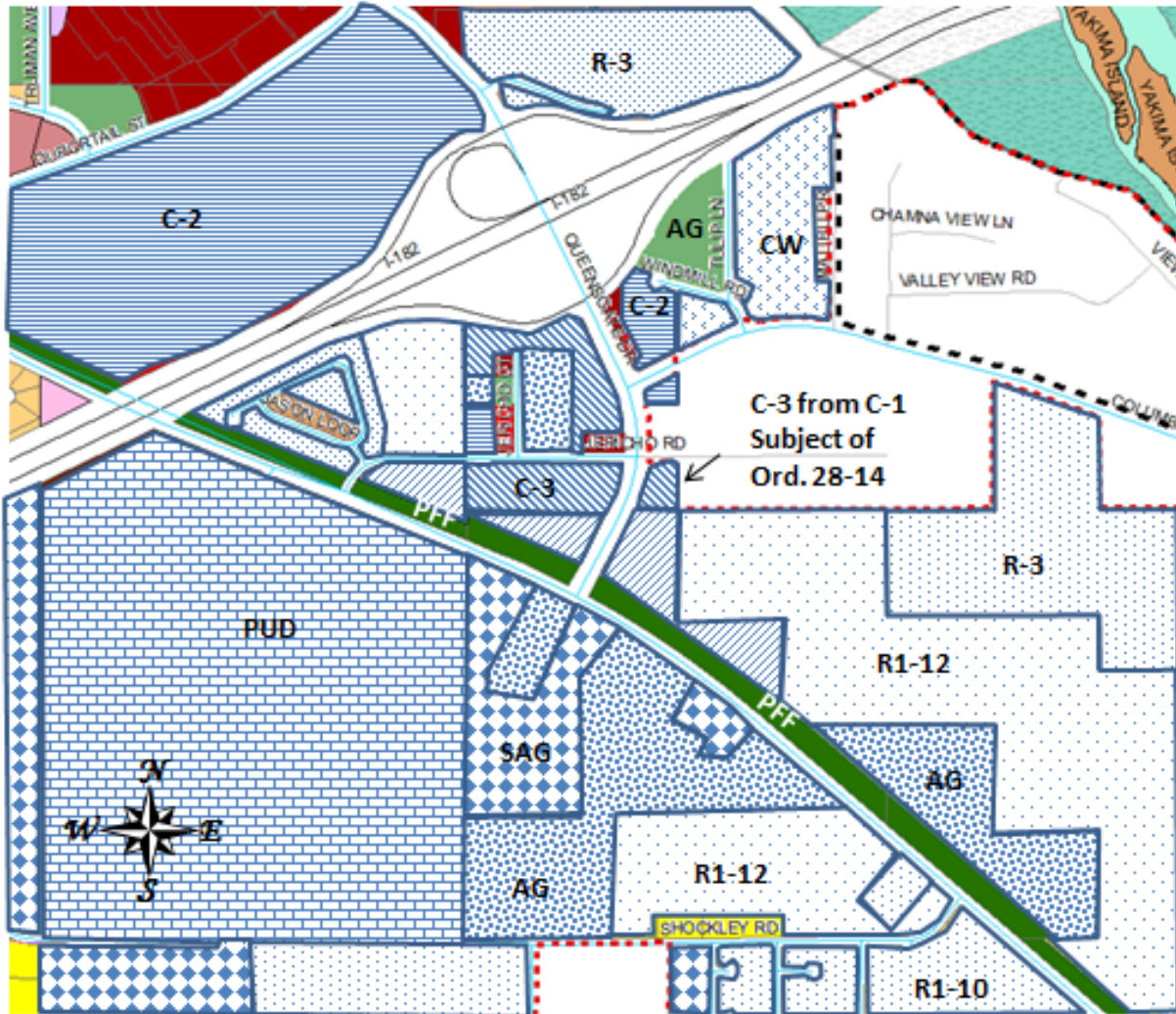
STATE OF WASHINGTON)

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: \_\_\_\_\_



SECTIONAL MAP #47 – Sept. 16, 2014



## Council Agenda Coversheet

Council Date: 09/16/2014

Category: Items of Business

Agenda Item: C4

Key Element: Key 7 - Housing and Neighborhoods

Subject: ORDINANCE NO. 29-14, AMENDING ZONING REGULATIONS TO IMPLEMENT A BAN ON MARIJUANA USES

Department: Community and Development Services

Ordinance/Resolution: 29-14

Reference:

Document Type: Ordinance

### Recommended Motion:

Give first reading, by title only, to Ordinance No. 29-14, to implement a ban on marijuana-related land uses in the City of Richland.

### Summary:

On November 6, 2012, the voters of Washington State approved Initiative 502 (I-502) authorizing the production, processing, and retail sale of marijuana, subject to specific locational criteria and limited number of facilities as established by the Washington State Liquor Control Board (WALCB). The WALCB began accepting applications for business licenses for retail marijuana-related uses in late 2013. The City passed a moratorium on October 15, 2013 to temporarily prohibit retail-related marijuana activity in the City in order to give staff the time necessary to study the issue and make a recommendation to Council regarding a path forward. The current moratorium is set to expire on October 15, 2014.

In early 2014, the State Attorney General offered an opinion that cities may impose zoning regulations that totally ban marijuana sales, processing and production within their jurisdiction, consistent with the authority granted by the Washington State Constitution.

The City's executive leadership team has considered the legal, public safety, economic development and financial implications of allowing marijuana-related land uses within the City. Staff has concluded that there are very few, if any, benefits to allowing marijuana-related uses, while conflict-of-law issues remain, there continues to be a disconnect between the regulatory schemes for medical marijuana (none) and retail marijuana (heavily regulated), and no revenue sharing has been authorized by the State Legislature. Further, a majority of the voters in Benton County voted against I-502. Staff is, therefore, recommending that marijuana-related land uses be banned within the City at this time. The cities of Pasco and Kennewick have both implemented permanent bans.

The draft ordinance would establish a ban on all marijuana-related land uses permitted under I-502. The ordinance also clarifies the City's position on collective gardens and dispensaries related to medical marijuana, which are already unauthorized in the City. On August 27, 2014, the Planning Commission held a public hearing on this issue and recommended that the ban be implemented. No public testimony was offered at that hearing.

A legislative public hearing will be held tonight as a final opportunity for citizens to provide input on the topic.

### Fiscal Impact?

☒ Yes ☐ No

The sale of marijuana within the City would generate new sales tax revenue, as a portion of the state sales tax is distributed to the City; but all of the tax revenue imposed through I-502 would go to the state, and would not generate any revenue for the City. The additional law enforcement costs the City would incur resulting from marijuana uses is unknown but could easily exceed any new sales tax revenue the City might receive.

### Attachments:

- 1) ORD 29-14 Prohibiting Marijuana-Related Land Uses
- 2) Staff Report to Planning Commission
- 3) PC Minutes of 8-27-14

City Manager Approved:

Johnson, Cindy  
Sep 11, 13:39:20 GMT-0700 2014

## ORDINANCE NO. 29-14

AN ORDINANCE OF THE CITY OF RICHLAND amending Title 23: Zoning Regulations of the Richland Municipal Code, prohibiting production, processing and/or retail sale of marijuana, and prohibiting medical marijuana collective gardens and/or dispensaries in all zoning districts within the City of Richland.

WHEREAS, in 1998, the voters of the State of Washington approved Initiative Measure No. 692, now codified as Chapter 69.51A RCW, entitled the Medical Use of Marijuana Act, which created an affirmative defense to state criminal liability for seriously ill persons who are in need of marijuana for specified medical purposes and who obtain and use medical marijuana under limited, specified circumstances; and

WHEREAS, on April 21, 2011, the Washington State Legislature adopted ESSB 5073, with certain provisions vetoed by the Governor, which became effective July 22, 2011, which enacted provisions intended to authorize the establishment and operation of “collective gardens” for medical marijuana purposes subject to land use powers of municipalities within the State of Washington; and

WHEREAS, on November 6, 2012, the voters of the State of Washington approved Initiative Measure No. 502 (“Initiative 502”) which decriminalized possession and use of marijuana for recreational purposes and established a licensing protocol for marijuana production, processing, and retailing, and assigned responsibility to the Washington State Liquor Control Board to establish regulations and licensing for recreational marijuana products; and

WHEREAS, Congress passed the Comprehensive Drug Abuse Prevention and Control Act of 1970, Pub.L. No. 91-513, 84 Stat. 1236, to create a comprehensive drug enforcement regime it called the Controlled Substances Act, 21 U.S.C. § 801-971. Under the Controlled Substances Act (“CSA”), Congress established five “schedules” of controlled substances. Controlled substances are placed in specific schedules based upon their potential for abuse, their accepted medical use in treatment, and the physical and psychological consequences of abuse of the substance. See U.S.C. § 812(b); and

WHEREAS, marijuana is currently listed as a “Schedule I” controlled substance, 21 U.S.C. § 812(c), Schedule I(c)(10). For a substance to be designated a Schedule I controlled substance, it must be found that: (1) the substance has high potential for abuse; (2) the substance has no currently accepted medical use in treatment in the United States; and (3) there is a lack of accepted safety for use of the drug or other substance under medical supervision. 21 U.S.C. § 812(b)(1). The Controlled Substances Act sets forth procedures by which the schedules may be modified. See 21 U.S.C. § 811(a); and

WHEREAS, under the Controlled Substances Act, it is unlawful to knowingly or intentionally “manufacture, distribute, or dispense, or possess with intent to manufacture, distribute, or dispense, a controlled substance,” except as otherwise provided in the statute. 21 U.S.C. § 841(a)(1). Possession of a controlled substance, except as authorized under the Controlled Substances Act, is also unlawful; and

WHEREAS, the United States Supreme Court held in *Gonzales v. Raich*, 545 U.S. 1 (2005), that Congress was within its rights and powers under the Commerce Clause to regulate marijuana as a Schedule I controlled substance pursuant to the Controlled Substances Act. And that, under the Supremacy Clause of the U.S. Constitution, the federal Controlled Substances Act will prevail over any conflicting state law; and

WHEREAS, Court decisions in other jurisdictions have held that local legislation authorizing conduct and uses in violation of the federal Controlled Substances Act are in conflict with such federal legislation and are thus preempted by the federal law [*cf.*, *Pack v. Superior Court*, 199 Cal.App.4th 1070, (October 4, 2011); *Emerald Steel Fabricators v. Bureau of Labor and Industries*, 348 Or. 159, 230 P.3d 518 (2010)]; and

WHEREAS, on January 16, 2014, the Washington State Attorney General issued an opinion (AGO 2014-2) concluding that Initiative 502 does not preempt counties, cities and towns from banning marijuana production, processing, and retail businesses within their jurisdictions, and concluding that the issuance of a license from the Liquor Control Board does not entitle licensee to locate or operate a marijuana processing, producing, or retail business in violation of local rules or without necessary approval from local jurisdictions, concluding that local jurisdictions are permitted under the law to prohibit such activities; and

WHEREAS, WAC 314-55-020(11) promulgated by the WSLCB under the authority of Initiative 502 describes the license permit process and includes the following limitation:

. . . .

- (11) The issuance or approval of a license shall not be construed as a license for, or an approval of, any violations of local rules or ordinances including, but not limited to: Building and fire codes, zoning ordinances, and business licensing requirements; and

. . . .

WHEREAS, on March 31, 2014, Division I of the Washington State Court of Appeals issued a decision in *Cannabis Action Committee, et al. v. City of Kent* that ESSB 5073 did not legalize medical marijuana or collective gardens, upholding the City of Kent’s authority to ban medical marijuana, collective gardens and dispensaries; and

WHEREAS, pursuant to Article 11, § 11 of the Washington State Constitution, the general police powers of the City of Richland empower and authorize the City of Richland to adopt land use controls to provide for the regulation of land uses within the City and to provide that such uses shall be consistent with applicable law; and

WHEREAS, Resolution No. 51-13A was adopted by City Council on October 15, 2013, establishing a six-month moratorium prohibiting the production, processing, and/or retail sale of recreational marijuana within all zoning districts within the City of Richland; and

WHEREAS, on December 3, 2013, after conducting a properly advertised public hearing in compliance with RCW 35.63.200, City Council affirmed the moratorium through adoption of Resolution No. 84-13; and

WHEREAS, on April 1, 2014, a properly advertised public hearing was held, a work plan was adopted, and the moratorium was extended for an additional six months through adoption of Resolution No. 27-14 to allow staff opportunity to complete the zoning process, and to further study the complex issues surrounding implementation of I-502; and

WHEREAS, the City having adhered to its one-year work plan; and

WHEREAS, City staff submitted for Planning Commission consideration, and received a favorable recommendation from the Planning Commission, of proposed text amendments to Richland Municipal Code Title 23: Zoning Regulations regarding production, processing and retail sale of marijuana, and collective gardens; and

WHEREAS, the Planning Commission conducted a properly advertised public hearing on August 27, 2014 to hear testimony on the proposed text amendments; and

WHEREAS, no member of the public appeared before the Planning Commission to speak for or against the proposed text amendments that would ban production, processing, and retail sale of marijuana, and collective gardens and/or dispensaries within all zoning districts in the City; and

WHEREAS, City Council finds and determines that the prohibition of marijuana-related uses, including production, processing, retail sale, and collective gardens and/or dispensaries is within the City's regulatory authority; and

WHEREAS, City Council held a legislative public hearing on September 16, 2014 for the purpose of determining the interest of the citizens of the City of Richland regarding marijuana-related land uses within the City; and

WHEREAS, City Council finds and determines that approval of such amendments prohibiting production, processing and retail sale of marijuana, and collective gardens and/or dispensaries, in the City of Richland is supported by the case

law and the opinion of the Washington State Attorney General, and is in the best interests of the residents of Richland and will promote the general health, safety and welfare; and

WHEREAS, City Council finds and determines that regulation of marijuana for recreational or medical purposes is subject to the authority and general police power of the City to develop specific and appropriate land use controls regarding such uses, and the City Council reserves its power and authority to appropriately amend, modify and revise such prohibition to implement such land use controls in accordance with applicable law as determined now or in the future.

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

Section 1.01 Richland Municipal Code Chapter 23.08, entitled Use Districts, as enacted by Ordinance No. 28-05 and last amended by Ordinance No. 04-09, shall be amended to read as follows:

## **Chapter 23.08 USE DISTRICTS**

### Sections:

- 23.08.010 Establishment of use districts.
- 23.08.020 Combining districts.
- 23.08.030 Unclassified areas.
- 23.08.035 Subsequent annexations.
- 23.08.040 Zoning map.
- 23.08.050 District boundaries.
- 23.08.060 Uses established.
- 23.08.065 Unclassified uses.
- 23.08.070 Zoning affects every structure and use.
- 23.08.080 Height limits.
- 23.08.090 Building site requirements.
- [23.08.100 Prohibited uses](#)

### **23.08.010 Establishment of use districts.**

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In order to classify, segregate, and regulate the use of land, buildings, and structures, the city is divided into the following use districts:

#### **PRIMARY DISTRICTS**

Description	Symbol	Typical Uses
Floodplain district	FP	Pasture, recreation, agriculture
Agricultural district	AG	Agriculture, horticulture, five acre minimum subdivision
Suburban agricultural district	SAG	Residential uses 43,560 square feet minimum lot size; limited agriculture
Single-family residential district 12,000	R-1-12	Residential uses 12,000 square feet average lot size

## PRIMARY DISTRICTS

Description	Symbol	Typical Uses
Single-family residential district 10,000	R-1-10	Residential uses 10,000 square feet average lot size
Medium-density residential district	R-2	Residential uses 6,000 square feet minimum lot size for a single-family dwelling; 8,000 square feet for duplex dwelling
Medium-density residential – small lot use district	R-2S	Residential uses 4,000 square feet minimum lot size for detached one-family dwelling, 7,000 square feet minimum lot size for two-family dwelling, and 3,000 square feet minimum lot size for attached one-family dwelling
Multiple-family residential district	R-3	Single-family, duplex, multifamily residential; single-family 6,000 square feet; duplex 8,000 square feet; multifamily 1,500 square feet per dwelling unit
Limited business district	C-LB	Offices, clubs, motels, hotels, clinics, apartments
Neighborhood retail business district	C-1	Convenience stores serving immediate neighborhood
Retail business district	C-2	Retail activities, motels, hotels, etc.
General business district	C-3	Retail-wholesale; small fabricating; used/new car sale
Central business district	CBD	Central business mixed uses
Waterfront	WF	Commercial and residential water oriented uses
Commercial winery	CW	Wineries and supporting uses
Commercial recreation	CR	Marina, resort, hotel, recreation
Medium industrial	I-M	Manufacturing district
Heavy manufacturing district	M-2	Manufacturing, warehousing and related uses
Business and commerce use district	B-C	Business and commercial uses
Business research park use district	B-RP	Business research and business park uses
Parks and public facilities	PPF	Parks, playgrounds, and public facility uses
Natural open space district	NOS	Undeveloped open space, pedestrian trails

[Ord. 28-05 § 1.02; Ord. 04-09].

### **23.08.020 Combining districts.**

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Any use district may be combined with a floodplain combining district. The use of land classified in a combined district shall be governed by the regulations relating both to the primary district and to its combining district. [Ord. 28-05 § 1.02].

### **23.08.030 Unclassified areas.**

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All lands not classified as in one of the use districts established by RMC 23.08.010 on the official sectional maps and all lands, if any, in the city not shown on the official sectional maps shall be classified R-1-12 until they are specifically classified by an amendment to this title. [Ord. 28-05 § 1.02].

### **23.08.035 Subsequent annexations.**

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All lands hereafter annexed to the city shall be classified by ordinance at the time of annexation in one or more of the use districts established by RMC 23.08.010. Such classification shall be in accord with the comprehensive plan of the city and shall be made only after receipt by the city council of a report from the planning commission, made after a public hearing, which report shall recommend a land use plan and use district classification for such land. [Ord. 28-05 § 1.02].

### **23.08.040 Zoning map.**

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The above use districts and the boundaries of such use districts are established as shown on a series of sectional maps, numbered 1 through 64 and marked "Exhibit A." The sectional maps constitute the official zoning map of the city of Richland, which official map is by this reference made a part of this title. Such map, consisting of the sectional maps above referred to and all amendments thereto, shall be filed in the office of the city clerk. The amendment of any of the sectional maps shall be an amendment of the official zoning map. Each copy of this title, prepared by or under the direction of the city, shall include facsimiles of the sectional maps comprising the official map. [Ord. 28-05 § 1.02].

### **23.08.050 District boundaries.**

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When uncertainty exists as to the boundaries of any use district shown on the sectional maps, the following rules of construction shall apply:

- A. Where district boundaries are indicated as approximately following the centerline of streets, alleys, or highways, the actual centerline shall be construed to be the boundary.
- B. Where district boundary lines are indicated as running approximately parallel to the centerline of a street, alley, or highway, the boundary lines shall be construed to be parallel to the centerline of the street.
- C. Where district boundaries are indicated on such maps as approximately following the lot or tract lines, the actual lot or tract lines shall be construed to be the boundary of such use district.
- D. Where a district boundary on such sectional maps divides a tract in unsubdivided property, the location of such use district boundary, unless the same is indicated by dimensions thereon, shall be determined by use of the scale appearing on such sectional district map.
- E. Where a public street or alley is officially vacated or abandoned, the regulations applicable to the abutting property to which the vacated portion shall revert shall apply to such vacated or abandoned street or alley.
- F. In case uncertainty exists which cannot be determined by the application of the foregoing rules, the planning commission shall recommend and the city council shall determine the location of such use district boundaries. [Ord. 28-05 § 1.02].

### **23.08.060 Uses established.**

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The boundaries of such use districts as are shown upon the official zoning map of the city made a part of this title, or upon amendments thereto, are hereby adopted and approved and the regulations of this title governing the uses of land, buildings and structures, the height of buildings and structures, the size of yards about buildings and structures, and other matters as herein set forth are hereby established and declared to be in effect upon all land included within

the boundaries of each and every use district shown upon the official zoning map of the city or upon amendments thereto. [Ord. 28-05 § 1.02].

#### **23.08.065 Unclassified uses.**

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The administrative official may allow a use that is unlisted in the land use classification charts, if:

- A. The unlisted use is comparable with other uses in the district;
- B. The unlisted use will have no adverse effect on other permitted uses in the district;
- C. The unlisted use conforms with the purpose of the zoning for the district;
- D. The unlisted use will conform with the performance standards and other regulations applicable to other permitted uses in the district; and
- E. The unlisted use can be permitted without additional conditions.

Whenever the administrative official finds an unlisted use to be a comparable use, he/she shall make a written record of the comparable use and shall consider such written record when considering future land use proposals. [Ord. 28-05 § 1.02].

#### **23.08.070 Zoning affects every structure and use.**

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No building or structure shall be erected and no existing structure or building shall be moved, altered, added to, or enlarged, nor shall any land, building, or structure or premises be used, designed or intended to be used, for any purpose or in any manner other than a use permitted by this title, or amendments thereto, as permitted in the use district in which such land, building, structure, or premises is located. ~~No land use shall be permitted or authorized which is determined by the planning manager to be in violation of any local, state, or federal law, regulation, code or ordinance.~~ [Ord. 28-05 § 1.02; Ord. 10-13 § 1.01].

#### **23.08.080 Height limits.**

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No building or structure shall be erected, nor shall any existing building or structure be moved, reconstructed, or structurally altered to exceed the height limit established by this title, or amendments thereto, for the use district in which such building or structure is located. [Ord. 28-05 § 1.02].

#### **23.08.090 Building site requirements.**

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No building or structure shall be erected, nor shall any building or structure be moved, altered, enlarged, or rebuilt, nor shall any open spaces surrounding any building or structure be encroached upon or reduced in any manner, except in conformity with the building site requirements and the area and yard regulations established by this title, or amendments thereto, for the use district in which such building or structure is located. No yard or other open spaces provided about any building or structure for the purpose of complying with the regulations of this title or amendments thereto shall be considered as providing a yard or open space for any other building or structure. [Ord. 28-05 § 1.02].

**23.08.100 Prohibited uses.**

- A. In addition to uses that are specifically prohibited in Sections 23.14.030, 23.18.030, 23.22.030, 23.26.030, 23.28.030, 23.20.020 of this Title, the following uses are also prohibited:

Marijuana-related land uses, including marijuana retail sale, production or processing facilities, collective gardens and/or dispensaries as may be allowed under state law are expressly prohibited from locating or operating in any zone with the City of Richland.

- B. No land use shall be permitted or authorized which is determined by the planning manager to be in violation of any local, state, or federal law, regulation, code or ordinance.

Section 1.02 The moratorium adopted on October 15, 2013, pursuant to Resolution No. 51-13A, affirmed by adoption of Resolution No. 84-13, and extended by adoption of Resolution No. 27-14 shall terminate upon the date all provisions of this ordinance become effective in accordance with Section 1.03 below.

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: \_\_\_\_\_

## **STAFF REPORT**

TO: PLANNING COMMISSION  
FILE NO.: Z2014-105

PREPARED BY: RICK SIMON  
MEETING DATE: AUGUST 27, 2014

### **GENERAL INFORMATION:**

APPLICANT: CITY OF RICHLAND Z2014-105

REQUEST: TEXT AMENDMENTS CREATING A NEW SECTION 23.08.100 OF  
THE RICHLAND MUNICIPAL CODE BANNING MARIJUANA USES.

LOCATION: CITYWIDE

### **REASON FOR REQUEST:**

Following the passage of I-502 authorizing the retail sale, processing and production of recreational marijuana, the City Council has put a moratorium in place on marijuana uses. This proposed code amendment would prohibit marijuana retail sales, processing and production uses within the City.

### **FINDINGS AND CONCLUSIONS**

Staff has completed its review of the proposed amendment to the city's development regulations and submits that:

1. The state law, under the provisions of I-502, authorizes the retail sale, processing and production of marijuana subject to specific locational criteria and limitations relating to the number of such facilities;
2. The State Liquor Control Board, which is the state agency tasked with regulating marijuana uses developed a licensing system that established standards for all persons applying for a license to engage in the retail sale, processing or production of marijuana;
3. To date, the only applications for licensing marijuana uses by the Liquor Control Board proposing location within the City of Richland have been rejected for non-compliance with the licensing criteria;
4. The State Attorney General has authored an opinion that while municipal governments are authorized to permit marijuana uses under I-502, they are not mandated to permit such uses within their jurisdictional boundaries;

5. Federal law classifies marijuana as a Class I drug, possession and use of which is a felony, and is in conflict with the provisions of I-502;
6. The current federal administration has determined that enforcement of marijuana laws in Washington State will not be actively pursued; however; this policy could be changed by this or a future administration;
7. The City of Richland is home to a significant population of federal employees and contractors, for whom marijuana use remains illegal and for whom violation of federal law would result in loss of job.
8. Other jurisdictions within the Tri-City region, including the cities of Kennewick and Pasco have adopted marijuana use bans in their zoning codes.
9. Based upon the above findings and conclusions, the adoption of the City's amendments to Section 23.08.100 of the Richland Municipal Code is in the best interest of the community of Richland.

#### RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in Staff Report (Z2014-105) and recommend to the City Council adoption of the a new Section 23.08.100 of the Richland Municipal Code – prohibiting marijuana uses.

#### ATTACHMENTS

- A. Supplemental Information
- B. Proposed Code Amendment

SUPPLEMENTAL INFORMATION

EXISTING CODE

The current City code is silent on marijuana land uses that have been permitted with the passage of I-502 and the rules subsequently developed by the State Liquor Control Board. City Council has put a moratorium in place prohibiting marijuana uses until the City has an opportunity to develop appropriate regulations to govern this use. The current code does include a provision that indirectly prevents marijuana use. Section 23.08.070 in pertinent part states: *"No land use shall be permitted or authorized which is determined by the planning manager to be in violation of any local, state, or federal law, regulation, code or ordinance."*

PROPOSED AMENDMENTS

The proposed code amendment would specifically ban both recreational and medical marijuana uses that are authorized under current state law. The amendment would also take the current code language disallowing uses that are in violation of federal law and place this code language into a new Section 23.38.100 of the City code. A complete copy of the proposed code language is attached.

ANALYSIS

The current conflict between state and federal law creates a hardship for local government in that it sets up a condition in which local government cannot be compliant with both state and federal law. The Attorney General's opinion indicates that while cities can allow marijuana uses within their boundaries, they are not mandated to do so. That opinion, if valid, provides the City with a seemingly safe option of banning marijuana uses. However, some cities having declared bans of their own are being sued by marijuana advocates. As cities across the state wrestle with this issue, as court decisions are handed down and amendments are made to either state or federal law, this issue may need to be revisited. For the time being, a ban on marijuana uses seems to be the most prudent action available to the City.

SUMMARY

The proposed new Section 23.08.100 of the RMC would place a ban on all marijuana land uses.



## MINUTES

### RICHLAND PLANNING COMMISSION MEETING No. 8-2014

Richland City Hall – 550 Swift Boulevard – Council Chamber

WEDNESDAY, August 27, 2014

7:00 PM

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#### Call to Order:

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

#### Attendance:

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

#### PUBLIC HEARING

##### 1. APPLICANT: CITY OF RICHLAND (Z2014-105) ZONING TEXT AMENDMENTS – ADDITION OF A NEW RMC SECTION 23.08.100 - BANNING MARIJUANA USES CITYWIDE

**Mr. Simon** presented to staff report for a proposed code amendment that would prohibit marijuana retail sales, processing and production within the City. After Initiative 502 passed, the City Council put a moratorium in place on marijuana uses and State Attorney General authored an opinion that while municipal governments are authorized to permit marijuana uses, they are not mandated to permit such uses within their jurisdictional boundaries. **Mr. Simon** reported that the only applications for licensing marijuana uses to day within the City were rejected by the Liquor Control Board for non-compliance with the licensing criteria. He also reported that federal law classifies the possession and use of marijuana as a felony and pointed out that as future court decisions occur and laws change, there may be a need to revisit the issue.

**Chairman Utz** opened the public hearing at 7:42 PM. With no one wishing to speak, the public hearing was closed at 7:44 PM.

**Commissioner Clark** asked if the uses of marijuana were all inclusive. **Mr. Simon** explained that the prohibition was related to land use that would result in the sale, processing or production of marijuana, but would not affect an individual's right to use marijuana.

**Commissioner Wise** pointed out that the City of Richland belongs to the Nuclear Communities group, whose newsletters may have inferred a less reliable workforce in the State of Washington due to the legalization of marijuana.

**Commissioner Boring** expressed concern for citizens who voted for the legalization of marijuana, but believed there were more cons than pros at this time.

**Commissioner Berkowitz** discussed the changing zoning regulations that would allow uses in certain as opposed to a ban and possible future modifications as laws are changed. **Mr. Simon** stated that future rulings would very likely require additional discussions and code changes. **Commissioner Berkowitz** stated her disagreement with ban, especially when it could make it more difficult for medical marijuana users to obtain marijuana.

**Commissioner Madsen** expected more public participation, but did not find the article in the Tri-City Herald. He believed there was good cause to ban marijuana and believed the City voted against the Initiative.

**Chairman Utz** suggested that it may be wise to avoid leading the nation on this issue and supported the proposal.

**A motion was made by Commissioner Madsen and seconded by Commissioner Wallner to concur with the findings and conclusions set forth in Staff Report (Z2014-105) and recommend to the City Council adoption of the new Section 23.08.100 of the Richland Municipal Code – prohibiting marijuana uses.**

#### **Discussion:**

**Commissioner Clark** suggested that the verbiage limiting usage must be very specific.

**Commissioner Boring** pointed out that other cities that have banned marijuana uses have been sued and was not completely comfortable making this decision.

**THE MOTION CARRIED 6-1.**

**Commissioner Berkowitz voted against and Commissioner Boring abstained.**



## Council Agenda Coversheet

Council Date: 09/16/2014

Category: Consent Calendar

Agenda Item: C5

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: ORDINANCE NO. 23-14, EXTENDING THE CABLE TV FRANCHISE AGREEMENT WITH CHARTER COMM.

Department: City Attorney

Ordinance/Resolution: 23-14

Reference:

Document Type: Ordinance

### Recommended Motion:

Give second reading and approve Ordinance No. 23-14, extending the Cable Television Franchise Agreement with Falcon Video Communications, L.P., locally known as Charter Communications, until the earlier of December 31, 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 with Charter Communications.

Richland's current cable franchise agreement is set to expire on September 30, 2014. The original term of this fifteen-year franchise was through September 30, 2013, but Council previously approved two extensions 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 two years. However, based on recent communications received from Comcast Communications, it appears that a transfer is currently being negotiated that, if approved, will result in Comcast Communications taking over Charter's franchise in the Tri-Cities area. Given this anticipated transfer, the cities of Pasco and Richland must evaluate the appropriate path forward, whether that includes continued negotiation efforts with Charter, or waiting until Comcast is able to come to the negotiations table since Comcast will ultimately hold the franchise with each City. Either way, additional time is necessary to complete the renewal process.

Staff proposes to extend the current franchise through December 31, 2014. In advance of that date, the City will have more details surrounding the proposed transfer between Charter and Comcast, and how that transfer will impact the renewal process. Should the parties agree to the terms and conditions of a successor franchise prior to expiration of the extension, the new franchise will serve to cancel the remainder of the extension.

Council approved the proposed ordinance for first reading on September 2, 2014.

### 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.

### Attachments:

1) ORD 23-14 Charter Franchise Ext

City Manager Approved:

Johnson, Cindy  
Sep 11, 13:39:35 GMT-0700 2014

ORDINANCE NO. 23-14

AN ORDINANCE OF THE CITY OF RICHLAND  
extending the Cable Television Franchise Agreement with  
Falcon Video Communications L.P., locally known as  
Charter Communications, hereinafter referred to as  
“Grantee,” through December 31, 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 September 30, 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 December 31, 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 December 31, 2014.

The Cable Franchise, as amended, is hereby extended, subject to the terms and conditions set forth below, until the earlier of December 31, 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 16<sup>th</sup> day of September, 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. 23-14

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. 23-14, passed by the City Council on September 16, 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: 09/16/2014

Category: Consent Calendar

Agenda Item: C6

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RESOLUTION NO. 118-14, AGREEMENT WITH NORTHWEST ENERGY MANAGEMENT SERVICES

Department: Energy Services

Ordinance/Resolution: 118-14

Reference:

Document Type: Resolution

**Recommended Motion:**

Adopt Resolution No. 118-14, authorizing the City Manager to sign and execute a Joint Resource Planning and Acquisition Agreement with Northwest Energy Management Services (NEMS).

**Summary:**

In 2010, the City of Richland entered into agreement to form up with about twenty other organizations operating electric utilities for the purpose of securing joint purchases of wholesale electric power. The Northwest Energy Management Services (NEMS) was thus formed and the City, due to statutory requirements, was grouped with other municipalities and public utility districts into the Northwest Intergovernmental Energy Supply (NIES), while electric cooperatives were formed in the Northwest Energy Supply Cooperative (NESC). Together, NIES and NESC plan for future Tier 2 wholesale power purchases that are competitive with and independent from the power offered by the Bonneville Power Administration (BPA).

Currently, the two governing agreements through which NEMS / NIES / NESC conduct business are a Load Commitment Agreement (LCA) and a Joint Pooling Agreement (JPA). The LCA includes a provision that each entity must meet a commitment of a stated percentage of wholesale Tier 2 power to be served by NEMS; 50% in the City's case, which was the lowest allowed by the LCA. The JPA establishes conditions through which entities will collectively purchase power on the market or invest in power generation sources.

While these two governing agreements met the original purposes of NEMS / NIES / NESC, they have become outdated and are proposed to be replaced by a Joint Resource Planning and Acquisition Agreement (JRPAA). This agreement does away with the minimum commitment condition and provides more flexibility to continue planning and pursuing future power generation and/or market purchases.

**Fiscal Impact?**

☐ Yes ☒ No

No direct fiscal impact from executing this agreement. The terms allow for greater flexibility in acquiring energy resources. Any future resource acquisition opportunities with fiscal impacts would first be evaluated by the Utility Advisory Committee and then a recommendation would be brought to City Council for approval.

**Attachments:**

- 1) Proposed Resolution No. 118-14
- 2) Proposed Agreement

City Manager Approved:

Hopkins, Marcia  
Sep 12, 08:30:14 GMT-0700 2014

RESOLUTION NO. 118-14

A RESOLUTION of the City of Richland Authorizing  
Execution of a Joint Resource Planning and Acquisition  
Agreement.

WHEREAS, the City of Richland is a member of the Northwest Intergovernmental Energy Supply (NIES), an inter-governmental entity formed and existing pursuant to Oregon Revised Statutes, Chapter 190; and

WHEREAS, Northwest Energy Management Services (NEMS) is a Cooperative under Oregon Revised Statutes, Chapter 62; and

WHEREAS, the City and NIES are currently parties to a Load Commitment Agreement (LCA), and NIES and NEMS are parties to a Joint Pooling Agreement (JPA). The purpose of the LCA and JPA are to meet part or all of the City's wholesale power needs that are not being served by the Bonneville Power Administration (BPA); and

WHEREAS, the City wishes to enter into a contract with NIES and NEMS, entitled the Joint Resource Planning and Acquisition Agreement (JRPAA). The JRPAA would have the effect of superseding and replacing the LCA and JPA, and would provide the basis by which NIES and NEMS would help the City meet its wholesale power needs that are not being served by BPA; and

WHEREAS, the City's Director of Energy Services, acting as the City's representative to the NIES Board of Directors, has reviewed and approved the JRPAA, which was prepared by NIES' technical and legal consultants; and

WHEREAS, Richland City Council wishes to authorize its City Manager to complete and execute the JRPAA.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Council hereby approves the Joint Resource Planning and Acquisition Agreement with Northwest Intergovernmental Energy Supply and Northwest Energy Management Services.

BE IT FURTHER RESOLVED that City Council hereby authorizes and directs the City Manager to complete, execute and deliver the JRPAA and all other documents and instruments as may be necessary or appropriate in order to carry out the intent of this Resolution.

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 16<sup>th</sup> day of September, 2014.

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DAVID W. ROSE  
Mayor

ATTEST:

APPROVED AS TO FORM:

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MARCIA HOPKINS  
City Clerk

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HEATHER KINTZLEY  
City Attorney

# **JOINT RESOURCE PLANNING AND ACQUISITION AGREEMENT**

This Joint Resource Planning and Acquisition Agreement (“Agreement”) is executed by and between City of Richland (“Member”), the Northwest Intergovernmental Energy Supply (“NIES”) and the Northwest Energy Management Services (“NEMS”). Member, NIES and NEMS may each be referred to herein as a “Party” or collectively as the “Parties.”

## **Recitals**

WHEREAS, Member is a Municipality serving end use consumers in the Pacific Northwest and is a member of NIES; and

WHEREAS, Member is entitled to purchase wholesale power from the Bonneville Power Administration (“BPA”) on a preferential basis pursuant to section 5(b) of the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. § 839c(b); and

WHEREAS, Member has signed a Contract High Water Mark Contract with BPA for the period commencing October 1, 2011 and ending September 30, 2028 (“BPA Contract”); and

WHEREAS, Member may need to acquire wholesale power to serve its end-use customers in addition to the power purchased from BPA; and

WHEREAS, NIES is an intergovernmental agency formed pursuant to ORS Chapter 190 for the primary purpose of assisting its members in meeting their wholesale power needs to the extent that they are not served under the BPA Contract; and

WHEREAS, Member and NIES previously executed and were parties to an Amended and Restated Load Commitment Agreement (“LCA”) pursuant to which Member was obligated to purchase, and NIES was obligated to deliver, a certain portion of Member’s wholesale power requirements that were not served under the BPA Contract; and

WHEREAS, NIES and NEMS, along with the Northwest Energy Supply Cooperative (“NESC”), previously executed and were parties to an Amended and Restated Joint Development, Agency and Power Pooling Agreement (“JPA”) pursuant to which NEMS was obligated to provide NIES and NESC with certain risk and power management services; and

WHEREAS, Under the JPA, many of NIES’ administrative obligations were authorized to be delegated to NEMS; and

WHEREAS, except as provided herein, Member, NIES and NEMS now intend to terminate the obligations of the Parties under the LCA and JPA and execute this Agreement to describe the Parties' respective rights and obligations.

NOW, THEREFORE, in consideration of the mutual obligations of NIES, Member, and NEMS as set forth in this Agreement, the Parties agree as follows:

## **I. DEFINITIONS**

### **A. Capitalized Terms**

All capitalized terms used herein shall have the respective meanings as defined below or as set forth in the body of this Agreement, unless the context in which such term is used clearly requires otherwise.

### **B. Definitions**

1. Credit Support Document. Any document describing or evidencing a Party's obligation to provide credit support as required by this Agreement or a Resource Agreement.

2. Fixed Purchase Amount. The amount or percentage share of energy and associated Nonpower Attributes, which a Member is obligated or entitled to purchase, own or receive and for which Member has agreed to be financially responsible through a Specific Resource Investigation Agreement or through a Resource Agreement.

3. Member-Owned Resource. A Member-Owned Resource is a Resource, including a generating resource, power purchase agreement, or a similar power sales arrangement, an interest in which is acquired or developed and owned by one or more Participating Members of NIES, or an affiliated entity owned by one or more Participating Members of NIES pursuant to a Resource Agreement and for which NEMS will provide support services upon approval of the NIES and NEMS boards.

4. NIES-Owned Resource. A NIES-Owned Resource is a Resource, including a Generating Resource, power purchase agreement, or a similar power sales arrangement an interest in which is acquired or developed and owned by NIES, or an affiliated entity for the benefit of one or more Participating Members pursuant to a Resource Agreement.

5. Nonpower Attributes. Any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from a renewable energy generating facility and its displacement of conventional energy generation. Nonpower Attributes include but are not limited to avoided emissions of pollutants to the air, soil or water, avoided emissions of carbon dioxide and other greenhouse gases and reporting rights (including 'green tag reporting rights') to such avoided emissions. Nonpower Attributes specifically exclude (i) energy, capacity, reliability, or other power attributes of the renewable energy generating facility, (ii) tax credits or deductions, financial incentives, grants or subsidies associated with the

construction or operation of the renewable energy generating facility or use of particular fuels and (iii) credits, benefits, emissions reductions, offsets, and allowances used or required to meet applicable laws or other requirements in connection with operating the renewable energy generating facility.

6. Participating Member. Any NIES member that has executed a Specific Resource Investigation Agreement or a Resource Agreement and has thereby agreed to participate in the investigation, development or acquisition of a Resource and to be responsible for a share of the costs of such Specific Resource Investigation or Resource.

7. Participating Member Representative. The person appointed by a Participating Member under any Specific Resource Investigation Agreement or Resource Agreement, as applicable, to represent the Member on all applicable Investigative or Resource Management Committees.

8. Percentage Cost Responsibility ("PCR"). A percentage cost allocation for each Participating Member with respect to each Specific Resource Investigation and each Resource, which is calculated by NIES pursuant to the Resource Policy and Procedures and set forth in the applicable Specific Resource Investigation Agreement or Resource Agreement.

9. Resource. Any NIES-Owned Resource or Member-Owned Resource that is subject to a Resource Agreement.

10. Resource Agreement. An agreement between each of the Participating Members in a Resource and NIES establishing each Participating Member's agreement election to accept a PCR for such Resource in exchange for ownership of or entitlement to receive a Fixed Purchase Amount of such Resource, regardless of whether the Resource is ultimately terminated or operates at less than planned capacity and otherwise establishing each parties' rights and responsibilities with respect to the development, acquisition, ownership, operation and maintenance of the Resource.

11. Specific Resource Investigation Agreement. An agreement between each of the Participating Members in a Specific Resource Investigation and NIES establishing each Participating Member's election to accept a PCR for such Specific Resource Investigation consistent with its Fixed Purchase Amount for such Specific Resource Investigation and otherwise establishing each party's rights and responsibilities with respect to the Specific Resource Investigation.

## **II. PURPOSE, TERM AND TERMINATION**

### **A. Purpose of Agreement.**

The purpose of this Agreement is, through joint or cooperative action of the Parties, to assist the Members to plan, finance, develop, acquire, construct, reconstruct, improve, operate and/or maintain Resources so as to enable the Members to provide reliable, competitive, low-cost electric service to their ratepayers.

**B. Conditions Precedent to Effectiveness of Agreement**

This Agreement shall become effective and binding upon each Party upon the date of the last to occur of each of the following (the "Effective Date"):

1. Execution by Member, NIES and NEMS. Each of the Parties to this Agreement shall have duly authorized, executed and delivered this Agreement.

2. Execution by all NIES Members. Each of NIES' members, other than Member, shall have also authorized, executed and delivered an agreement that is substantially similar to this Agreement, or any non-signing member's membership in NIES has been terminated in accordance with the NIES Bylaws. Provided, however, that this section II(B)(2) shall not apply to any NIES member that has sought and is waiting to receive approval from the Rural Utilities Service prior to execution of this Agreement. The parties may waive the requirements under section II(B)(2) by mutual written agreement of each of Member, NESC and NEMS.

3. Execution by NESC and all NESC Members. NESC shall have also authorized, executed and delivered an agreement that is substantially similar to this Agreement with each of its members and NEMS.

**C. LCA and JPA Terminated and Superseded**

Subject to the survival of any outstanding legal obligations pursuant to Section II(D) below, the Parties intend and agree that the rights and obligations of Member, NIES and NEMS under the LCA and the JPA shall terminate on the Effective Date and shall be superseded and be replaced by the rights and obligations of Member, NIES and NEMS under this Agreement. Except as provided in Section II(D), after the Effective Date, no additional rights or obligations may be created, or new costs incurred, under the terms of the LCA or JPA. Upon the Effective Date, and subject to Section II(D), the Agreement shall be the final and complete agreement of the Parties with respect to the subject matter addressed herein. All Administrative and General Costs, as defined by Section III(D)(1), incurred by NIES and payable by Member after the Effective Date shall be governed by this Agreement and any policies adopted by NIES. Any Resources investigated or acquired after the Effective Date shall be subject to the terms of this Agreement.

**D. Survival of Outstanding LCA and JPA Obligations**

Notwithstanding anything to the contrary in Section II(C) above, any legal or financial obligations or commitments arising under the LCA or the JPA that remain outstanding as of the Effective Date of this Agreement shall continue to be enforceable under, and governed by, the terms of the LCA and JPA until such obligations are fully satisfied. This includes any unpaid Member Payment Amount due and owing under the LCA. This also includes any obligations or commitments made by any Party with respect to any Closed Resource Pool existing on the Effective Date. For avoidance of doubt, Resource Pools created under the LCA and JPA shall continue to be governed by the terms of the LCA and JPA until all present and future obligations with respect to such Closed Resource Pool have been fully satisfied.

**E. Term of Agreement**

This Agreement shall remain in full force and effect until terminated by any of the Parties according to the terms of this Agreement. Prior to the expiration of the current BPA Contract in 2028, the Parties shall negotiate in good faith to revise and amend any of the terms and conditions of this Agreement as may be necessary to address any reasonably anticipated changes to the successor agreement to the BPA Contract.

**F. Termination**

This Agreement may be terminated pursuant to the following terms and conditions:

1. Termination By Member With NIES Approval. With the approval of two-thirds of the Board of Directors of NIES, Member may terminate this Agreement on the date on which all of the following conditions have been satisfied:

- i. Member has delivered to NIES a written notice of intent to terminate this Agreement and has satisfied any requirements of the NIES Membership Agreement applicable to termination of this Agreement; and
- ii. No suit, action, or other proceeding shall be pending or threatened by or before any court or governmental or administrative agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with Member's termination of this Agreement; and
- iii. All required authorizations, consents, waivers, and approvals have been received from any government agency or third party whose consent is required, and have been provided to NIES by Member; and
- iv. Member and NIES have entered into a termination agreement satisfactory to NIES, NEMS and Member making adequate provisions for the payment in full, of all its debts arising under this Agreement or any Resource Agreement or Specific Resource Investigation Agreement and for the satisfaction of all of Member's other obligations to NIES, NEMS, and/or to the other Participating Members in any NIES Owned Resource or Member Owned Resource, including obligations to third parties, and compliance with such other reasonable terms and conditions as the NIES Board may require in the termination agreement. NIES, NEMS, and Member will act in good faith and each shall make a commercially reasonable effort to negotiate a termination agreement that is equitable to all affected parties, including any third party creditors, and that will not detrimentally impact the best use of NIES-Owned Resources, Member-Owned Resources, financial commitments of the remaining members, and the efficient administrative tracking of costs.

- v. The terms and conditions of any termination must otherwise comply with the terms and conditions of any Specific Resource Investigation Agreement and Resource Agreement executed by the Member.

2. Termination by Member without NIES Approval. Notwithstanding any provision to the contrary in this Section II, Member may terminate its membership in NIES and this Agreement without approval of the NIES Board by providing written notice no later than August 1, 2015 to be effective January 1, 2016. Thereafter, Member may terminate its membership in NIES and this Agreement without approval of the NIES Board by providing written notice to NIES on or before December 31, 2018 to be effective January 1, 2020. Following December 31, 2018, Member shall have the right to provide a written notice of termination of its membership in NIES and this Agreement under this provision every four years. Specifically, Member may terminate its membership in NIES and this Agreement without approval of the NIES Board at any time after December 31, 2018 by providing at least two years advanced written notice; Provided, however, that such termination shall not be effective until the next four-year anniversary of January 1, 2020 following such written notice. For example, written notice provided any time between December 31, 2018 and December 31, 2022 will result in termination of the Agreement on January 1, 2024. Likewise, written notice provided any time between December 31, 2022 and December 31, 2026 will result in termination of the Agreement on January 1, 2028. This four-year termination right shall continue until the Agreement is terminated. In the event such notice of termination is given, each of the conditions set forth in Section II(E)(1)(i-v) and the NIES Bylaws must be satisfied for the termination to be effective. Except as agreed by the Parties, termination of this Agreement shall have no effect on and shall not terminate or otherwise impair any obligation of a Party under any Specific Resource Investigation Agreement, Resource Agreement or other agreement, including agreements with third parties, entered into by such party pursuant to this Agreement.

3. Termination upon Event of Default. This Agreement may be terminated by any non-defaulting Party upon the occurrence of an Event of Default pursuant to Section VIII.

4. Continuing Payment Obligations. Any payment obligation of Member arising under this Agreement, any Specific Resource Investigation Agreement or any Resource Agreement that remains outstanding at the time this Agreement is terminated shall survive termination and shall continue to be payable until paid in full.

### **III. MEMBER'S GENERAL RIGHTS AND OBLIGATIONS**

As of the Effective Date of this Agreement, Member shall have the following general rights and obligations:

#### **A. Member May Participate in Specific Resource Investigation**

In its sole discretion, Member may elect to participate in one or more Specific Resource Investigations approved by NIES, subject to the terms and conditions of a Specific Resource Investigation Agreement. Member shall be entitled to have its Participating

Member Representative appointed to an Investigation Committee that is created by NIES with respect to each Specific Resource Investigation in which Member has agreed to participate. Notwithstanding the forgoing, Member is not obligated to participate in any Specific Resource Investigation and shall not be liable for any Specific Resource Investigation costs in which Member does not agree to participate and has not signed a Specific Resource Investigation Agreement.

**B. Member May Participate in NIES-Owned Resources**

In its sole discretion, Member may agree to participate in one or more NIES-Owned Resources, subject to the terms and conditions of a Resource Agreement. Member shall be entitled to have a Participating Member Representative appointed to a Resource Committee that is created by NIES with respect to each Resource Agreement in which Member has agreed to participate. Notwithstanding the forgoing, Member is not obligated to participate in any NIES-Owned Resources, or otherwise acquire wholesale power from or through NIES, and Member shall not be liable or financially responsible for any NIES-Owned Resources in which Member has not agreed to participate and has not signed a Resource Agreement.

**C. Member May Participate in Member-Owned Resources**

In its sole discretion, Member may elect to participate in one or more Member-Owned Resources, subject to the terms and conditions of a Resource Agreement. Notwithstanding the forgoing, Member is not obligated to participate in any Member-Owned Resources and shall not be liable or financially responsible for any Member-Owned Resources regarding which Member has not agreed to participate by signing a Resource Agreement.

**D. Member Shall Pay its Member Payment Amount.**

Member shall pay its Member Payment Amount in full to NIES in accordance with the terms of this Agreement. Payments shall be made on a monthly basis unless otherwise agreed to by the Parties. The Member Payment Amount shall consist of each of the following costs, to the extent applicable to Member:

1. NIES Administrative and General Costs. Administrative and General Costs are those costs associated with the ongoing operation of NIES and NEMS and any other third party with whom NIES or NEMS contracts to provide services. Administrative and General Costs include all costs incurred by NIES that are not otherwise specifically allocated to NIES members as Specific Resource Investigation costs or Resource costs. Administrative and General Costs may include, without limitation, costs associated with developing resource plans; General Resource Investigation; assessing transmission, resource support services and other general requirements for resources to be available to serve NIES members' needs; interaction with BPA Power Services and Transmission Services (or their successors) on contractual and policy matters; general business functions, including governance, policy development, financial reporting, and regulatory compliance; and related matters that generally benefit all members. Administrative and General Costs exclude all costs that are considered Specific Resource Investigation costs, NIES-Owned Resource costs, and Member-Owned Resource costs.

2. Specific Resource Investigation Costs. The Member Payment Amount shall include a share of the costs incurred by NEMS and NIES in connection with any Specific Resource Investigation in which Member has agreed to participate pursuant to a Specific Resource Investigation Agreement. The Specific Resource Investigation Agreement will set forth the allocation of these costs among the Participating Members consistent with their agreed-upon PCR with respect to such Specific Resource Investigation.

3. Resource Costs. The Member Payment Amount shall include a share of the costs incurred by NIES in connection with any Resource in which Member elects to participate pursuant to a Resource Agreement. These costs may include, but are not limited to, those associated with acquiring, developing, owning, managing, maintaining, and operating Member's share of any NIES-Owned Resource. The Resource Agreement will set forth the allocation of Resource costs among the Participating Members consistent with their agreed-upon PCR with respect to such Resource.

**E. Member Shall Satisfy Creditworthiness and Credit Support Requirements**  
Member shall satisfy all creditworthiness and credit support requirements determined by NIES pursuant to Section VII below.

#### **IV. NIES' GENERAL RIGHTS AND OBLIGATIONS**

As of the Effective Date of this Agreement, NIES shall have the following general rights and obligations:

**A. NIES Shall Calculate and Collect Member's Payment Amount**  
NIES shall collect from Member, and from all other NIES members, the applicable Member Payment Amount. Unless otherwise determined by mutual agreement of the affected parties, Administrative and General Costs shall be allocated to such members pursuant to policies adopted by NIES. NIES shall maintain and update the Member Payment Amount from time to time and shall provide supporting documentation to Member. NIES shall include a projection of the Member Payment Amount for Administrative and General costs in its annual budget. NIES shall work with NEMS in discharging these obligations pursuant to Section V(A) below.

**B. Specific Resource Investigations**  
The NIES Board shall be responsible for voting on whether or not to initiate a Specific Resource Investigation consistent with its Resource Policies and Procedures. Upon a majority vote by the NIES Board to initiate a Specific Resource Investigation, NIES shall determine which of its members wish to become Participating Members and shall establish an Investigation Committee to govern the Specific Resource Investigation. Participating Members shall enter into a Specific Resource Investigation Agreement which shall govern the rights and obligations of the Participating Members, NIES and NEMS regarding the Specific Resource Investigation.

1. Investigation Committee Representation. Each Participating Member shall appoint a Participating Member Representative to each Specific Resource Investigation Committee that is created.

### **C. Resource Approval**

Upon the conclusion of a Specific Resource Investigation, the NIES Board shall determine whether the Resource under investigation is consistent with its Resource Policies and Procedures. Upon a majority vote by the NIES Board approving the Resource, NIES shall determine whether any of its members wish to become Participating Members in such Resource as a NIES-Owned Resource. If one or more NIES members agrees to become a Participating Member in the Resource as a NIES-Owned Resource, then NIES shall establish a Resource Committee to govern the acquisition of the NIES-Owned Resource. Prior to acquiring the NIES-Owned Resource, NIES and each of the Participating Members shall negotiate an extension of the Specific Resource Investigation Agreement or execute a Resource Agreement pursuant to Section VI, below, which shall govern the rights and obligations of the Participating Members, NIES and NEMS regarding the Resource acquisition.

1. Resource Committee Representation. Each Participating NIES Member shall appoint a Participating Member Representative to each Resource Committee that is created with respect to a NIES-Owned Resource.

### **D. NIES May Acquire and Own NIES-Owned Resources**

NIES is authorized to acquire, own, operate and manage NIES-Owned Resources, regardless of whether such Resource was the subject of a Specific Resource Investigation, pursuant to a Resource Agreement and pursuant to Section VI below. The costs of such NIES-Owned Resources shall be allocated only to Participating Members pursuant to the PCRs set forth in a Resource Agreement. NIES may exercise this authority only upon a majority vote of its Board. Upon approval of the NIES Board and the applicable Resource Committee, a NIES-Owned Resource may be owned by an independent subsidiary or corporate affiliate of NIES.

### **E. Coordination with NEMS**

NIES shall be responsible for coordinating with NEMS for the provision of cost-recovery, investigative or resource management services with respect to any general resource investigation, Specific Resource Investigations and the management of any NIES-Owned Resource. NIES may request, upon approval by the NIES Board of Directors, the provision of resource management services from NEMS in support of any Member-Owned Resource.

### **F. NIES Creditworthiness and Credit Support Obligations**

NIES shall satisfy all applicable creditworthiness and credit support requirements pursuant to Section VII below.

## **V. NEMS' GENERAL RIGHTS AND OBLIGATIONS**

### **A. Cost-Recovery Services**

NEMS shall provide NIES and Member certain financial record keeping, accounting and billing services related to this Agreement as described in this Section. Such services may include: (i) determining the Member Payment Amount under this Agreement; (ii)

determining any other amounts owed to NIES by Member for goods, services, overhead or for any other reason; (iii) billing Member for any amounts owed by Member to NIES under this Agreement; (iv) determining any amounts that may be owed by NIES to Member under this Agreement; and (v) such other accounting and billing services as NIES may assign to NEMS. NIES may delegate to NEMS the right to enforce all payment obligations of Member to NIES. In addition, NIES may delegate to NEMS the responsibility and authority to monitor Member's compliance with creditworthiness and Credit Support requirements under this Agreement or any Resource Agreement and notify NIES if Member is not in compliance. Member consents to this delegation of responsibility to NEMS.

#### **B. Specific Resource Investigations**

Upon the majority vote of the NIES Board to initiate a Specific Resource Investigation, NEMS shall conduct a Specific Resource Investigation. NEMS shall serve at the direction of the Investigation Committee created by NIES to govern such Specific Resource Investigation. Such investigation would include, among other things, a detailed analysis of the costs, mechanical availability, risks, transmission capacity and other relevant factors associated with a specific generating facility or resource. The costs associated with such Specific Resource Investigation shall be allocated only to those NIES members that have elected to participate in such Specific Resource Investigation pursuant to a Specific Resource Investigation Agreement, and all other NIES members shall be held harmless.

#### **C. Provision of Resource Management Services**

At the request of NIES, NEMS shall provide cost-recovery and resource management services with respect to any NIES-Owned Resource. Such resource management services may include, but are not limited to the acquisition of transmission service, power delivery, resource shaping, surplus sales, and mitigation of underperformance or unavailability of the resource. The costs associated with such cost-recovery and resource management services shall be allocated only to those NIES members that have elected to participate in such NIES-Owned Resource and all other NIES members shall be held harmless. NEMS may, upon request of NIES and by approval of the NEMS Board of Directors, provide cost-recovery and resource management services with respect to any Member-Owned Resource pursuant to a Resource Agreement.

#### **D. Resource Management Committee**

NEMS shall establish and maintain a Resource Management Committee ("RMC") as a standing committee of NEMS. The representatives on the RMC shall be composed of at least seven representatives, with at least three representatives appointed by NIES, three representatives appointed by NESC and one representative appointed by the Board of NEMS (provided that NEMS' representative has not otherwise been appointed by NIES or NESC). Each Member shall have the right to appoint a representative or designee to the RMC provided that each Member shall have no more than one representative on the RMC, including any representative appointed by the NESC, NIES or NEMS Boards. The RMC shall be the technical advisory committee that provides direction to NEMS staff and recommendations to the Board of NEMS on technical and policy matters arising under this Agreement, subject to the policy guidance provided by the Board of NEMS. For the

avoidance of doubt, the authority of the RMC is not intended to overlap with or duplicate the authority of an Investigation Committee or a Resource Committee established pursuant to this Agreement to oversee and manage a Specific Resource Investigation or a Resource development. In addition, the RMC shall develop and submit for approval by NIES creditworthiness and Credit Support policies and a General Resource Investigation as described below:

1. Creditworthiness and Credit Support Policies. Such policies shall include the following:

- i. Creditworthiness and Credit Support standards, policies and requirements applicable to NIES and to each NIES member to the extent they have a PCR for a NIES-Owned Resource; and
- ii. Creditworthiness, Credit Support and financial risk standards applicable to Power suppliers and other counterparties with whom NIES or NESC or their individual Members may transact business pursuant to this Agreement.

2. General Resource Investigation. The RMC shall conduct a General Resource Investigation at least every two years. The General Resource Investigation shall evaluate the amount and type of existing Resources; estimate the new load obligations of NIES members, and provide guidelines for the type and amount of resources that may be available to NIES members every two years. The General Resource Investigation shall analyze and evaluate projected total resource costs, including costs associated with fuel, shaping and management services; risks associated with potential resources; transmission availability and costs; compliance with and/or costs associated with applicable state and federal laws and regulations; timing of resource online date or availability; counterparty viability and creditworthiness; resource diversity and long-term planning; and comparison to other resource options. The General Resource Investigation shall not include resources that have a significant adverse regulatory impact on NIES members. The General Resource Investigation shall take into consideration the state and/or federal renewable portfolio standard requirements and/or similar legislation or regulation applicable to NIES members. The costs for such General Resource Investigations shall be allocated to NIES' members pursuant to Section IV(A).

## **VI. RESOURCE AGREEMENTS**

### **A. NIES-Owned Resources**

Prior to acquiring, developing, owning, operating and/or managing a NIES-Owned Resource, NIES and all Participating Members shall negotiate and execute a written Resource Agreement or agreements governing the terms and conditions applicable to such NIES-Owned Resource. The Resource Agreement shall, among other things, assign each Participating Member a PCR and a Fixed Purchase Amount with respect to the NIES-Owned Resource. Each Participating Member shall be entitled to the full and exclusive use of its Fixed Purchase Amount of the NIES-Owned Resource, including any associated Nonpower Attributes.

**B. Member-Owned Resources**

Prior to acquiring, developing, owning, operating and/or managing a Member-Owned Resource, NIES and all Participating Members shall negotiate and execute a written Resource Agreement governing the terms and conditions applicable to each Member-Owned Resource. The Resource Agreement shall, among other things, assign each participating member a PCR and Fixed Purchase Amount with respect to the Member-Owned Resource. Each Participating Member shall be entitled to the full and exclusive use of its Fixed Purchase Amount of the Member-Owned Resource, including any associated Nonpower Attributes.

**C. Indemnity by Participating Members of other NIES Members**

Each Resource Agreement shall require the Participating Members to be solely liable for their share of the Resource costs consistent with their respective PCRs in the Resource. Participating Members shall indemnify and hold harmless any non-participating NIES members from any and all costs, claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to a Resource. Notwithstanding the foregoing, Participating Members may also be required to provide reasonable credit support instruments, including letters of credit, guarantees, other contractual and financial assurances, counterparty waivers and/or releases and take other reasonable measures, including giving consideration to project ownership structures that will minimize financial risk to non-participating NIES Members.

**VII. CREDITWORTHINESS AND CREDIT SUPPORT**

**A. NIES Shall Establish General Creditworthiness and Credit Support Obligations**

NIES shall consider the creditworthiness and credit support policies, standards and requirements recommended by the NEMS Resource Management Committee. NIES shall adopt creditworthiness and credit support policies, requirements and standards that will be applicable to (i) NIES, (ii) all members (iii) all members of NIES that elect to participate in a NIES-Owned Resource and (iv) to counter-parties with whom NIES transacts business.

**B. NIES Compliance With Creditworthiness and Credit Support Obligation**

NIES shall (i) meet and comply with on a continuous basis, general creditworthiness and credit support policies, standards and requirements adopted by the NIES Board, (ii) bundle credit support provided by participating members when necessary and feasible to acquire NIES-Owned Resources, and (iii) meet the financial and other obligations of NIES under this Agreement.

**C. Member General Creditworthiness and Credit Support Obligations**

Member shall: (i) meet and comply with on a continuous basis, general creditworthiness and credit support policies, standards and requirements adopted by the NIES Board, (ii) provide additional credit support as necessary and proportionate to its PCR for each NIES-Owned Resource in which Member elects to participate, and (iii) meet the financial and other obligations of Member under this Agreement.

1. Limitations on Credit Support Obligations; Illegality. Notwithstanding any provision in this Section VII, or any other provision in this Agreement, nothing in this Agreement shall require Member, without the express approval of its governing body, to pledge or purport to pledge its credit for any financial obligation of another member of NIES, or of NESC or any of its members, or to assume a credit or payment obligation of any NIES member or of NESC or any of its members, or to pledge its credit in violation of state or federal law. Nor shall any provision of this Agreement require NIES to pledge its credit in violation of state or federal law.

#### **D. Forms of Credit Support**

To the extent that any Party is required to provide credit support under the terms of this Agreement, such Party may satisfy this obligation by posting a letter of credit; making a cash prepayment; obtaining a guaranty of performance executed by a creditworthy entity; posting other acceptable collateral; or some other mutually agreeable method of satisfying the creditworthiness standards contained in a Resource Agreement and policies adopted by the NIES Board.

#### **E. Failure to Meet Creditworthiness and Credit Support Obligations**

NIES may include in any Resource Agreement a provision that if any Party should: (i) fail to meet and maintain the creditworthiness standards, requirements and policies adopted by the NIES Board, or (ii) fail to meet its credit support requirements with regard to any NIES-Owned Resource approved by the NIES Board pursuant to this Agreement then within five (5) business days such Party shall post and provide new or additional credit support in an amount required to secure the Party's proportionate share of any existing, new or enhanced credit support requirement. The Participating Members in any Member-Owned Resource may include a comparable provision in any Resource Agreement.

#### **F. Enhanced Credit Support by Member**

NIES may require Member to provide enhanced credit support under the following circumstances, including, but not limited to: Member (or its guarantor if applicable) is failing to perform or defaulting under other contracts; Member has committed an Event of Default as defined in Section VIII; Member experiences a material adverse change in its financial condition; or Substantial changes in market prices occur, which materially and adversely impact Member's ability to perform under this Agreement or cause a NIES counter-party to require NIES or Member to provide additional or enhanced Credit Support.

### **VII. DEFAULTS AND REMEDIES**

#### **A. Events of Default**

Each of the following shall constitute an Event of Default with respect to any Party:

1. Failure to Pay Amounts When Due. The failure of any Party to make when due any payment required to be made pursuant to this Agreement if the failure to pay is not

remedied within five (5) business days after written notice of such failure is given to the non-paying Party.

2. Failure to Provide Credit Support When Due. The failure of a Party to provide and maintain adequate credit support consistent with the requirements established pursuant to this Agreement if such failure is not remedied within five (5) business days after written notice of such failure.

3. Failure to Satisfy Other Material Performance Obligation. The failure of a Party to satisfy any material performance obligation required under this Agreement, a Specific Resource Investigation Agreement or a Resource Agreement. This expressly includes, but is not limited to, the failure by any Party, when required to do so pursuant to the terms of this Agreement, to provide adequate assurances of its ability to perform all of its outstanding material obligations to another Party to this Agreement or other agreement entered into pursuant to this Agreement under which such Party has a material performance obligation. Upon receipt of written notice that a Party has failed to satisfy any material performance obligation, the defaulting Party shall have thirty (30) days in which to cure such default before the non-defaulting Parties may exercise any of the remedies set forth below.

4. Cross-Defaults. A Cross-Default shall be an Event of Default of this Agreement. A Cross Default shall include any default by a Party of any material performance or payment obligation to a third-party pursuant to an agreement other than this Agreement. A Cross-Default shall also include the filing of a voluntary or involuntary bankruptcy petition or the filing of any judicial or administrative action for reorganization, moratorium, liquidation or similar insolvency proceeding or other relief under any federal bankruptcy, state receivership or other insolvency law by a Party or its Credit Support Provider. Each Party shall be obligated under this Agreement to immediately inform the other Parties of any Cross-Default.

#### **B. Time is of the Essence**

The Parties agree that prompt performance of all obligations is essential and that failure of any Party to timely pay financial obligations, to meet creditworthiness standards, or to meet its Credit Support obligations will cause injury to the other.

#### **C. Remedies**

Upon the occurrence of an Event of Default, the non-defaulting Parties shall have the remedies described below. Such remedies shall be cumulative and not exclusive, and are in addition to any other remedies that may be available at law or in equity

1. Recover amounts due. In the event of a payment default, the defaulting Party shall continue to be liable for any payment obligation, plus interest on the delinquent amount, calculated from the date the payment was originally due until paid. In such case, the non-defaulting Party may also set-off against the unpaid amount owed to it by the defaulting Party against any unpaid obligation owed by it to the defaulting Party.

2. Increased Security. Upon the occurrence of any Event of Default, the non-defaulting Parties may require the defaulting Party to provide additional security to the maximum extent allowed under the terms hereof.

3. Call on Security. In the event of a payment default, the Party to which payment is owed may call on any letter of credit or other credit support commitment under which it has the right to call pursuant to this Agreement in order to assure performance of the payment obligation in question.

4. Further Assurances. Upon the occurrence of an Event of Default, the non-defaulting Parties shall have the right to require the defaulting Party to provide adequate assurances of its ability to perform all material obligations arising under this Agreement.

5. Termination. Upon the occurrence of an Event of Default by a Party, the non-defaulting Parties shall have the right to terminate this Agreement as to the defaulting Party.

#### **D. Limitation on Damages**

To the fullest extent permitted by law, no Party shall be liable to any other Party for any indirect, consequential, multiple or punitive damages.

#### **E. Indemnity and Hold Harmless; Attorney Fees and Costs**

A defaulting Party will, on demand, indemnify and hold harmless the non-defaulting Parties for and against all reasonable out-of-pocket expenses, including all legal fees and costs after default incurred by such other Parties by reason of the enforcement and protection of its rights under this Agreement or any Credit Support Document to which the defaulting Party is a party, including, but not limited to, costs of collection.

### **VIII. ASSIGNMENTS**

Except as expressly provided below, none of the rights and obligations arising under this Agreement may be assigned by any Party to any third-party without first obtaining the written consent of each other Party to this Agreement. Notwithstanding the forgoing, any Party may assign, transfer, mortgage or pledge its interest in this Agreement as security for any obligation secured by any loan or credit agreement, mortgage or similar lien.

### **IX. RIGHTS OF ACCESS, RECORDS AND ACCOUNTS**

#### **A. NIES Documents**

NIES shall maintain a schedule and supporting documentation that shall identify all NIES-Owned Resources and associated costs, Member's PCR with respect to each NIES-Owned Resource, the Member Payment Amount, and any outstanding credit support obligation of Member. NIES shall make the schedule and supporting documentation available to Member upon request.

**B. NIES Accounting**

NIES shall keep accurate records and accounts in accordance with generally accepted accounting principles. Promptly after the close of each fiscal year, NIES shall cause such records and accounts of all transactions of NIES with respect to such fiscal year to be subject to an annual audit. NIES shall without delay provide a copy of each such annual audit, including all written comments and recommendations to Member.

**C. Access to Books and Records**

Member shall at all times have reasonable access during business hours to examine any and all of the books, records and supporting worksheets and data of NIES as may be appropriate to determine the accuracy of any charges or payments required to be made by Member to NIES. If such books, records and supporting worksheets and data of NIES contain information about one or more other members, NIES shall excise any identification of specific other members or provide such information to an independent certified public accountant or other independent representative of Member under a confidentiality agreement. If, after such examination of NIES' records, there is still a dispute as to the accuracy of any charge and the Member proceeds with mediation, arbitration or litigation, only requirements of confidentiality imposed by a mediator, arbitrator or court shall be applied.

**D. Record Retention**

NIES shall maintain all books and records that it is required to maintain under this Agreement, contracts with third parties, any applicable industry standards, and any applicable state and federal laws. NIES shall maintain a written policy for the retention, maintenance and destruction of records that complies with the foregoing requirements.

**X. MISCELLANEOUS**

**F. Amendments**

This Agreement may be amended only upon the mutual written agreement of all Parties hereto.

**G. Good Faith**

The Parties shall act in good faith towards each other in relation to all activities and dealings contemplated by this Agreement, including: (i) by providing timely and complete data and information that the other Party may need to carry out its responsibilities under this Agreement; and (ii) by attending diligently to the conduct of all of its duties and activities in relation to this Agreement. In addition, the Parties agree to cooperate and work with BPA, other NIES members, and third parties with whom NIES has contracted for services to meet its obligations under this Agreement, including by providing timely responses to requests by any other Party for data and information.

**H. Severability**

If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced

as if this Agreement did not contain the particular part, term, or provision held to be unenforceable.

#### **I. Governing Law and Venue**

Except to the extent governed by applicable federal law, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon. Notwithstanding the foregoing, with respect to any Member, such Member's authority to enter into this Agreement shall be determined under the laws of the state in which it is organized. Venue for any litigation pursuant to this Agreement shall be in the state or federal courts located in Multnomah County, Oregon.

#### **J. Invoices**

All payments from one Party to another under this Agreement shall be due thirty (30) days after the date the invoice is received. This provision shall not preclude the Parties from mutually agreeing to a due date of less than 30 days on a case by case basis.

In the event that the Party receiving an invoice disputes all or part of the invoiced amount, the receiving Party shall pay the full invoiced amount when due without set-off or deduction of any kind. The Parties shall thereafter resolve the disputed invoice amount pursuant to the mediation and arbitration procedures set forth in Section XI(F) below.

#### **K. Mediation and Arbitration**

If a dispute arises out of or relates to this Agreement, including all attachments hereto, or the breach thereof, the Parties involved in the dispute shall first in good faith seek to resolve the dispute through negotiation. If the disputing Parties do not resolve the dispute within thirty (30) days after a request by either such Party for negotiations, the Parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association.

If the matter is not resolved by negotiation or mediation, it shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The American Arbitration Association shall administer the arbitration and act as appointing authority of the arbitrator. Each Party to the arbitration shall bear their own costs and expenses of the arbitration, including attorneys and expert witness fees, and shall equally share the fees and costs and expenses of the arbitrator and the administrative expenses of the arbitration. The award of the arbitrator shall be final, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction. The arbitration shall be conducted in Portland, Oregon, unless the Parties agree otherwise.

#### **L. Information Requirements**

Subject to any applicable confidentiality agreement, the Parties shall each furnish to the other promptly upon request any and all information about itself, its financial condition, business and properties that may be necessary or desirable to facilitate any transactions or financing undertaken by the requesting Party or any continuing disclosure obligation incurred by the requesting Party in connection with any such financing.

**M. Force Majeure**

In the event that a Party is prevented or delayed, directly or indirectly, from the performance of any of its respective obligations hereunder by a Force Majeure Event, then (i) such Party (the "Affected Party") shall be excused from the performance of such obligations for so long as, and to the extent that, the Force Majeure Event prevents or delays such performance; (ii) such failure shall not be deemed to be a breach or default of this Agreement; and (iii) the time within which or by which the Affected Party is required to perform any such obligation under this Agreement shall be extended by a period of time equal to the period of delay arising from such Force Majeure Event.

**N. Rules of Construction**

The descriptive headings of the various Sections and subsections of this Agreement and the Exhibits attached hereto have been inserted for convenience of reference only and shall not be construed as to define, expand, or restrict the rights and obligations of the Parties.

Wherever the term "including" is used in this Agreement and the Exhibits attached hereto, such term shall not be construed as limiting the generality of any statement, clause, phrase or term.

**O. Notices**

All notices, requests, statements or payments provided for, required or permitted by this Agreement shall be sufficient for any and all purposes under this Agreement when transmitted by facsimile, first class United States Mail, hand delivery, or a private express delivery service to the facsimile numbers or addresses provided below.

**P. No Third Party Beneficiaries**

No provision of this Agreement shall in any way inure to the benefit of any third party, so as to constitute any such person as a third party beneficiary under this Agreement, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a Party hereto.

**Q. Counterparts**

This Agreement may be executed in multiple counterparts by the Parties but shall be construed as one Agreement.

**R. Relationship of Parties**

This Agreement shall not create any partnership or joint venture among the Members and the Members shall not hereunder be deemed as partners, joint venturers, or associated in any manner which obligates them for the liabilities, obligations, debts, defaults, negligence, or miscarriages of any other Member. Except for obligations of individual Members arising under Resource Agreements or other contracts with NIES related to each Resource, no Member shall be liable for any bond, note, indebtedness or other obligation of NIES or any other Resource; nor shall any Member be liable for the indebtedness of any other Member or for any indebtedness or other obligation of a Specific Resource Investigation or Resource Agreement in which it did not participate.

Joint Resource Planning and Acquisition Agreement 06/27/2014

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

<p>NORTHWEST ENERGY MANAGEMENT SERVICES</p> <hr/> <p>By: John D. Saven Its: Chief Executive Officer Date:</p>	<p>NORTHWEST INTERGOVERNMENTAL ENERGY SUPPLY</p> <hr/> <p>By: Dwight Langer Its: President Date:</p>
<p>CITY OF RICHLAND P.O. Box 190 Richland, WA 99352</p> <p>(509) 942- 7403 (509) 942-7405 Phone # Fax #</p> <hr/> <p>(signature) By: Its: Date:</p>	



## Council Agenda Coversheet

Council Date: 09/16/2014

Category: Consent Calendar

Agenda Item: C7

Key Element: Key 2 - Infrastructure & Facilities

Subject: RESOLUTION NO. 122-14, AWARD OF BID FOR THE 2014 B-BASIN SEWER REHABILITATION PROJECT

Department: Public Works

Ordinance/Resolution: 122-14

Reference: C7

Document Type: Contract/Agreement/Lease

### Recommended Motion:

Approve Resolution No. 122-14 authorizing the City Manager to sign and execute a contract with P.O.W. Contracting, Inc. of Pasco, Washington for the 2014 B-Basin Sanitary Sewer Rehabilitation Project in accordance with their bid of \$183,359.48.

### Summary:

The City's 2004 General Sewer Plan Update states that the City has established a long term plan of Sewer Main Lining and Replacement to rehabilitate the aging and deteriorating sewer infrastructure. Problems associated with leaking sewer lines include on-going maintenance issues, root problems, sludge problems, infiltration of groundwater into sewers and possible exfiltration of sewage into the ground. The 2014 B-Basin Sanitary Sewer Rehabilitation Project will install cleanouts and manholes and construct other general sewer main fixes in preparation for a later trenchless rehabilitation project. This year's rehabilitation project is generally in the "B-Basin" of the sewer system, an area roughly defined by Falley Street, Jadwin Ave, George Washington Way, and Aaron Drive. The same area will be used for an upcoming trenchless rehabilitation project, to be bid later this year or early next year.

Types of periodic maintenance performed within the B-Basin are similar to most basins and include hydraulic root cutting, jet cleaning, hand rodding and power rodding. The goal of the 2014 B-Basin Sanitary Sewer Rehabilitation Project is to gain access to mains for cleaning and inspection along with providing additional access for the upcoming trenchless rehabilitation project within the area.

Three bids were opened on September 8 with a high bid of \$206,079.20 and a low bid of \$183,359.48. Engineer's estimate for the project was \$200,608.42.

Construction should start by early October with a majority of the in the street work (where asphalt and concrete restoration are required) to be completed by early November. The project should be completely finished by late November.

### Fiscal Impact?

☒ Yes ☐ No

Funding for this project was approved by Council with adoption of the 2014 Capital Improvement Plan under the project name Collection System Renewal & Replacement, page 112. Total project costs are estimate to be \$226,696 which includes: construction, 10% contingency, design and construction management. There is currently \$520,186.54 available in this budget.

### Attachments:

- 1) Res. No. 122-14 B-Basin SS Rehab
- 2) 2014 B-Basin SS Rehab - Bid Tab
- 3) 2014 B-Basin SS Rehab - Vicinity Map

City Manager Approved:

Johnson, Cindy  
Sep 11, 13:37:44 GMT-0700 2014

## RESOLUTION NO. 122-14

A RESOLUTION of the City of Richland authorizing the award of bid and execution of a construction contract to P.O.W. Contracting, Inc. for the 2014 B-Basin Sanitary Sewer Rehabilitation Project .

WHEREAS, the 2014–2030 Capital Improvement Plan includes a fully-funded project titled 2014 B-Basin Sanitary Sewer Rehabilitation Project; 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 three (3) bids on September 8, 2014; and

WHEREAS, P.O.W. Contracting, Inc. submitted the lowest responsible bid of the 3 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 B-B-Basin Sanitary Sewer Rehabilitation Project construction contract with P.O.W. Contracting, Inc. in accordance with their bid received on September 8, 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 16<sup>th</sup> day of September, 2014.

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DAVID W. ROSE  
Mayor

ATTEST:

APPROVED AS TO FORM:

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MARCIA HOPKINS  
City Clerk

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HEATHER KINTZLEY  
City Attorney

# City of Richland

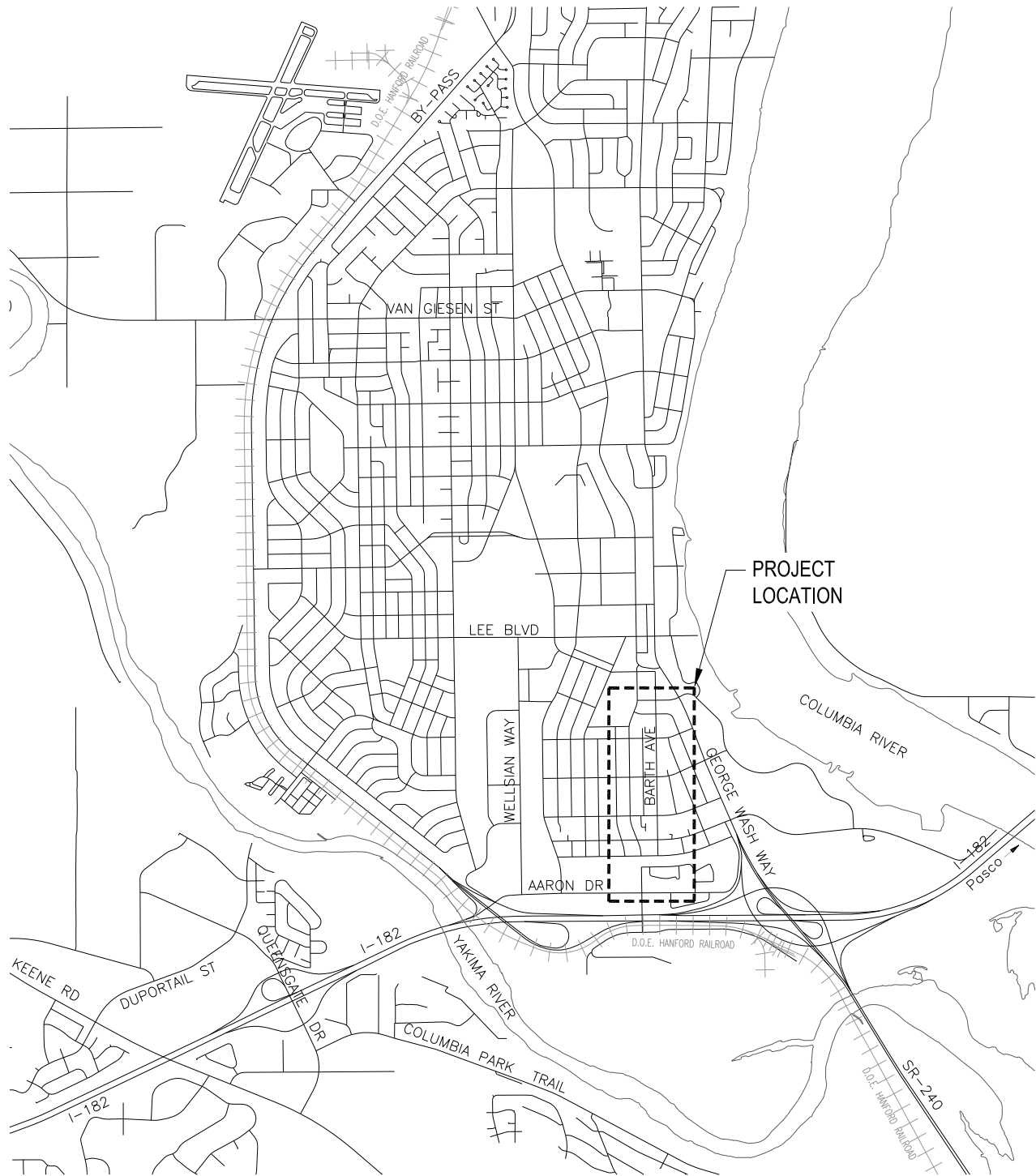
DATE BIDS OPENED: September 8, 2014	SB # 14-32 PW
2014 B-Basin Sanitary Sewer Rehabilitation Project	

				ENGINEER'S ESTIMATE		POW CONTRACTING INC PASCO, WA		ACCELERATED CNST & EXCAVATION LLC PLUMMER, ID	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<b>SCHEDULE A - BASE BID</b>									
1	Mobilization.	1	LS	\$20,000.00	20,000.00	17,000.00	17,000.00	14,000.00	14,000.00
2	Project temporary traffic control.	1	LS	7,500.00	7,500.00	9,500.00	9,500.00	4,500.00	4,500.00
3	Site restoration.	1	LS	25,000.00	25,000.00	25,000.00	25,000.00	31,000.00	31,000.00
4	Removal of structures & obstructions.	1	LS	5,000.00	5,000.00	27,000.00	27,000.00	5,000.00	5,000.00
5	Cement concrete traffic curb & gutter (typical curb).	10	LF	50.00	500.00	54.00	540.00	50.00	500.00
6	Cement concrete sidewalk, driveway or patio.	32	SY	60.00	1,920.00	65.00	2,080.00	110.00	+
7	Asphalt patching (2" HMA & 6" CSTC).	90	SY	90.00	8,100.00	65.00	5,850.00	64.00	5,760.00
8	PVC sanitary sewer pipe 6" diameter.	9	LF	150.00	1,350.00	75.00	675.00	400.00	3,600.00
9	PVC sanitary sewer pipe 8" diameter.	52	LF	165.00	8,580.00	85.00	4,420.00	425.00	22,100.00
10	Connect to existing 6" diameter sewer pipe.	4	EA	150.00	600.00	650.00	2,600.00	250.00	1,000.00
11	Connect to existing 8" diameter sewer pipe.	8	EA	180.00	1,440.00	750.00	6,000.00	300.00	2,400.00
12	New 4" or 6" sanitary sewer service connection.	1	EA	750.00	750.00	1,500.00	1,500.00	300.00	300.00
13	Pipe bedding.	61	LF	2.00	122.00	12.00	732.00	10.00	610.00
14	Trench safety.	61	LF	2.00	122.00	10.00	610.00	20.00	1,220.00
15	Manhole 48" diameter (cast-in-place) (0 to 10 feet deep).	10	EA	6,000.00	60,000.00	3,500.00	35,000.00	4,000.00	40,000.00
16	Underground utility crossing, marked & unmarked.	5	EA	250.00	1,250.00	650.00	3,250.00	100.00	500.00
17	Controlled density fill.	20	CY	150.00	3,000.00	150.00	3,000.00	150.00	3,000.00
18	Dig & verify sewer.	5	EA	250.00	1,250.00	650.00	3,250.00	300.00	1,500.00
19	8" outside drop connection.	3	EA	2,250.00	6,750.00	2,500.00	7,500.00	3,500.00	10,500.00
20	6" sewer cleanout.	15	EA	1,500.00	22,500.00	485.00	7,275.00	1,500.00	22,500.00
21	8" sewer cleanout.	5	EA	1,600.00	8,000.00	585.00	2,925.00	1,800.00	9,000.00
22	Connection to existing sanitary sewer manhole.	2	EA	750.00	1,500.00	1,800.00	3,600.00	1,000.00	2,000.00
<b>SCHEDULE A - BASE BID SUBTOTAL</b>				<b>\$185,234.00</b>		<b>\$169,307.00</b>		<b>\$180,990.00</b>	
<b>8.3% SALES TAX</b>				<b>15,374.42</b>		<b>14,052.48</b>		<b>15,022.17</b>	
<b>SCHEDULE A - BASE BID TOTAL</b>				<b>\$200,608.42</b>		<b>\$183,359.48</b>		<b>\$196,012.17</b>	

# City of Richland

DATE BIDS OPENED: September 8, 2014	SB # 14-32 PW
2014 B-Basin Sanitary Sewer Rehabilitation Project	

				KBEC, LLC RICHLAND, WA		PASCO, WA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<b>SCHEDULE A - BASE BID</b>									
1	Mobilization.	1	LS	17,000.00	17,000.00		-		-
2	Project temporary traffic control.	1	LS	8,500.00	8,500.00		-		-
3	Site restoration.	1	LS	16,000.00	16,000.00		-		-
4	Removal of structures & obstructions.	1	LS	12,000.00	12,000.00		-		-
5	Cement concrete traffic curb & gutter (typical curb).	10	LF	180.00	1,800.00		-		-
6	Cement concrete sidewalk, driveway or patio.	32	SY	180.00	5,760.00		-		-
7	Asphalt patching (2" HMA & 6" CSTC).	90	SY	83.00	7,470.00		-		-
8	PVC sanitary sewer pipe 6" diameter.	9	LF	133.00	1,197.00		-		-
9	PVC sanitary sewer pipe 8" diameter.	52	LF	140.00	7,280.00		-		-
10	Connect to existing 6" diameter sewer pipe.	4	EA	250.00	1,000.00		-		-
11	Connect to existing 8" diameter sewer pipe.	8	EA	300.00	2,400.00		-		-
12	New 4" or 6" sanitary sewer service connection.	1	EA	3,600.00	3,600.00		-		-
13	Pipe bedding.	61	LF	6.50	396.50		-		-
14	Trench safety.	61	LF	62.00	3,782.00		-		-
15	Manhole 48" diameter (cast-in-place) (0 to 10 feet deep).	10	EA	4,600.00	46,000.00		-		-
16	Underground utility crossing, marked & unmarked.	5	EA	1,000.00	5,000.00		-		-
17	Controlled density fill.	20	CY	200.00	4,000.00		-		-
18	Dig & verify sewer.	5	EA	300.00	1,500.00		-		-
19	8" outside drop connection.	3	EA	4,600.00	13,800.00		-		-
20	6" sewer cleanout.	15	EA	1,480.00	22,200.00		-		-
21	8" sewer cleanout.	5	EA	1,620.00	8,100.00		-		-
22	Connection to existing sanitary sewer manhole.	2	EA	750.00	1,500.00		-		-
<b>SCHEDULE A - BASE BID SUBTOTAL</b>					<b>\$190,285.50</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>8.3% SALES TAX</b>					<b>15,793.70</b>		<b>-</b>		<b>-</b>
<b>SCHEDULE A - BASE BID TOTAL</b>					<b>\$206,079.20</b>		<b>\$0.00</b>		<b>\$0.00</b>



PROJECT  
LOCATION

# 2014 B-Basin Sanitary Sewer Rehabilitation Project VICINITY MAP



DATE: 8-15-2014  
DRAWN BY: LD  
SCALE: NOT TO SCALE  
CAD DWG: 2014 B-Basin SS Rehab\_VMAP

SB 14-32



## Council Agenda Coversheet

Council Date: 09/16/2014

Category: Consent Calendar

Agenda Item: C8

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RESOLUTION NO. 123-14, AGREEMENT WITH BPA FOR SPILL CONTAINMENT REIMBURSEMENT

Department: Energy Services

Ordinance/Resolution: 123-14

Reference:

Document Type: Resolution

### Recommended Motion:

Adopt Resolution No. 123-14, authorizing the City Manager to sign, execute and administer Bonneville Power Administration's (BPA) Agreement No. 14TP-10668 for spill containment reimbursement.

### Summary:

The City of Richland, through its Energy Services Department (RES), owns and operates several large transformers, each holding several thousand gallons of oil, at its eight (8) different substations throughout the electric utility service area. These transformers step down the voltage from the electrical grid system owned and operated by the Bonneville Power Administration (BPA) to the City's electrical distribution system, where power is then delivered to RES customers. Included in the RES capital program is a comprehensive project to construct complex oil containment systems at each of its substations in order to collect any potential oil spills from the transformers and protect against soil and groundwater contamination. The plan is to construct at least one new containment system per year, with systems already completed at the Snyder, Tapteal, and Sandhill Crane substations.

The capital program calls for the 2014 containment system to be constructed at the Richland Switch substation which is unique because BPA owns the underlying property with the City siting and operating its transformers under land use agreement(s) with BPA. BPA has proposed to construct, at City's expense, the oil containment system using a BPA standard design at the Richland Switch substation. RES staff supports this approach because it will cost less than adding the coordination cost involving BPA's review of the City's system design and oversight of construction activities. This also minimizes risk for the City by applying the BPA designed system on their underlying property.

RES staff recommends adoption of Resolution No. 123-14, authorizing the City Manager to sign, execute, and administer BPA Agreement No. 14TP-10668.

### Fiscal Impact?

☒ Yes ☐ No

BPA estimate for the project is \$240,000. A small amount of City in-kind services involved bring the total project estimate to \$250,000. The 2014 approved City budget includes \$290,000 for this project.

### Attachments:

- 1) Resolution 123-14
- 2) Proposed BPA Agreement

City Manager Approved:

Johnson, Cindy  
Sep 11, 13:35:47 GMT-0700 2014

## RESOLUTION NO. 123-14

A RESOLUTION of the City of Richland authorizing an agreement with Bonneville Power Administration for spill containment reimbursement.

WHEREAS, the City of Richland owns the 115/12.47 kV transformer bank no. 1 at Bonneville Power Administration's (BPA) City of Richland (Richland Switch) substation; and

WHEREAS, the City's transformer bank was installed at the Richland Switch substation under Trust Agreement No. 14-03-49145; and

WHEREAS, the City transformer bank / switchgear equipment was last modified per agreement with BPA in September 2012, City Contract No. 128-12, which referenced the City's responsibility for compliance with all applicable environmental requirements imposed by local, state or federal laws or regulations; and

WHEREAS, Federal regulation codified under EPA 40CFR112 requires that an oil spill containment system be constructed around the City's electrical transformers at all existing substations; and

WHEREAS, the City is implementing a capital program to comply with EPA 40CFR112 at each of eight (8) substations where it owns and operates electrical transformers; and

WHEREAS, the Richland Switch substation is the only BPA owned property upon which the City owns and operates electrical transformers; and

WHEREAS, BPA has proposed a desired design for the required spill containment system at the Richland Switch substation and has proposed to construct it with BPA personnel and/or contractors with full cost reimbursement by the City to BPA; and

WHEREAS, the spill containment system proposed by BPA at the Richland Switch substation meets City requirements and is estimated to fall well within the adopted 2014 budget of \$290,000 for this project, and;

WHEREAS, the City's electric utility operations staff prefers that BPA construct the spill containment system at the BPA owned substation property as an alternative to administering the BPA conditions for a City public works contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the Richland City Council authorizes the City Manager to execute and administer BPA Agreement No. 14TP-10668, for a total project amount not to exceed \$250,000, for the purpose of installing a secondary oil containment system for the City's 115/12.5 kV transformer bank no. 1 at the Richland Switch substation

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 16th day of September, 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

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



## Department of Energy

Bonneville Power Administration  
P.O. Box 61409  
Vancouver, WA 98666-1409

TRANSMISSION SERVICES

September 9, 2014

In reply refer to: TSE/TPP-2

Mr. Robert R. Hammond  
Energy Services Director  
City of Richland, Washington  
840 Northgate Drive  
Richland, WA 99352

Dear Mr. Hammond:

Enclosed are two signed originals of Reimbursable Agreement No. 14TP-10668 (Agreement) between the Bonneville Power Administration (BPA) and the City of Richland, Washington (Richland). This Agreement provides for BPA, at Richland's expense, to design and install Spill Prevention, Control and Countermeasure at BPA's Richland Substation for Richland's 115/12.47 kV transformer bank #1.

Please sign both originals in Block 17, and return one executed original to BPA at one of the addresses listed below. The remaining executed original is for your records.

First Class Mail

U.S. Department of Energy  
Bonneville Power Administration  
ATTN: Tonya Van Cleave – TPCC/TPP-4  
P.O. Box 61409  
Vancouver, WA 98666

Overnight Delivery Service

U.S. Department of Energy  
Bonneville Power Administration  
ATTN: Tonya Van Cleave – TPCC/TPP-4  
7500 NE 41<sup>st</sup> Street, Suite 130  
Vancouver, WA 98662  
Phone: (360) 619-6050

The required advance payment of \$238,740 can be made by wire transfer or ACH credit (payment instructions enclosed). Please reference Agreement No. 14TP-10668 when remitting payment. In order to meet the project schedule, the executed Agreement and payment must be received by close of business (COB) October 17, 2014. If BPA does not receive the executed Agreement and payment by COB on October 17, 2014, this offer will be considered withdrawn.

If you have any questions concerning this matter, please contact me at (360) 619-6006, or Brian Salois, Customer Service Engineer, at (509) 306-0176.

Sincerely,

Eric H. Carter  
Senior Transmission Account Executive  
Transmission Sales

3 Enclosures

bcc:

R. Shier – FRG-2

P. Walters – FRG-2

E. Acosta – FTT-2

J. Fernandez – FTT-2

E. Loebach – LT-7

J. Johnson – KEP-4

S. Barndt – KEPR/PASCO

M. Holst – TEPO/TPP-1

C. Sutherland – TEPO/TPP-1

S. Kannan – TFB/DOB-1

R. Campbell – TFP/PASCO

M. Lamberto – TFP/PASCO

K. Johnson – TPC/TPP-4

J. Jusupovic – TPC/TPP-4

T. Van Cleave – TPCC/TPP-4

C. Walker – TPCC/TPP-4

G. Russell – TPCV/TPP-4

B. Markham – TPCF/BELL

B. Salois – TPCF/W RICHLAND

E. Carter – TSE/TPP-2

T. Mussen – TSES/TPP-2

Customer File – TPC/TPP-4 (ED-21-11/City of Richland, Washington)

Customer File – TSE/TPP-2 (TM-11/City of Richland, Washington)

PWA File – TPC/TPP-4 (N0314/Latest Status)

Official File – CCM\_Support (Agreement No. 14TP-10668)

**U.S. DEPARTMENT OF ENERGY  
BONNEVILLE POWER ADMINISTRATION  
AGREEMENT**

1. AGREEMENT NUMBER  <b>14TP-10668</b>	2. AGREEMENT EFFECTIVE FROM DATE IN BLOCK 4 UNTIL  <b>See Section 7 of the DR Statement</b>	3. MODIFICATION NO.  <b>-0-</b>	4. EFFECTIVE DATE  <b>Same as Block #17</b>
<b>ISSUED TO</b>		<b>ISSUED BY</b>	
5. ORGANIZATION AND ADDRESS <b>City of Richland, Washington ATTN: Mr. Robert R. Hammond, Energy Services Director 840 Northgate Drive Richland, WA 99352</b>		6. ORGANIZATION AND ADDRESS <b>U.S. Department of Energy Bonneville Power Administration ATTN: Tonya Van Cleave - TPCC/TPP-4 P.O. Box 61409 Vancouver, WA 98666</b>	
7. TECHNICAL CONTACT <b>Ronda Schennum</b>	PHONE NUMBER <b>(509) 942-7407</b>	8. TECHNICAL CONTACT <b>Justin Johnson</b>	PHONE NUMBER <b>(503) 230-3351</b>
9. ADMINISTRATIVE CONTACT <b>Clint Whitney</b>	PHONE NUMBER <b>(509) 942-7434</b>	10. ADMINISTRATIVE CONTACT <b>Brian Salois</b>	PHONE NUMBER <b>(509) 306-0176</b>

## 11. TITLE/BRIEF DESCRIPTION OF WORK TO BE PERFORMED UNDER THIS AGREEMENT


**INSTALL SPILL PREVENTION, CONTROL AND COUNTERMEASURE (SPCC) AT  
BPA'S RICHLAND SUBSTATION FOR CITY OF RICHLAND'S 115/12.5 KV TRANSFORMER BANK #1**

**Background:** City of Richland, Washington (Richland) owns the 115/12.47 kV transformer bank #1 at the Bonneville Power Administration's (BPA) Richland Substation. The transformer bank was installed under Trust Agreement No. 14-03-49145. Richland now desires to install a secondary oil containment system for the transformer bank.

Specific duties are further defined in the attached Division of Responsibilities Statement.

**The following documents are attached to and become a part of this Agreement:**

- Financial Terms and Conditions Statement
- Division of Responsibilities Statement

12. AMOUNT TO BE PAID BY BPA  <b>\$-0-</b>		13. AMOUNT TO BE PAID TO BPA  <b>\$238,740 (estimated)</b>	
14. SUBMIT SIGNED AGREEMENT TO <b>U.S. Department of Energy Bonneville Power Administration ATTN: Tonya Van Cleave - TPCC/TPP-4 P.O. Box 61409 Vancouver, WA 98666</b>		15. ACCOUNTING INFORMATION (For BPA Use Only)	
		16. SUBMIT INVOICE TO (Name and Address)  <b>P.O. Box 190, M/S-22 Richland, WA 99352</b>	
<b>PARTICIPANT</b>		<b>BPA</b>	
17. APPROVED BY (Signature)	DATE (mm/dd/yyyy)	18. APPROVED BY (Signature)	DATE (mm/dd/yyyy)
			<b>9/9/14</b>
NAME AND TITLE		NAME AND TITLE	
		<b>Eric H. Carter Senior Transmission Account Executive</b>	

## DIVISION OF RESPONSIBILITIES STATEMENT

Richland and BPA hereby agree as follows:

### **1. DIVISION OF RESPONSIBILITIES**

#### **(a) BPA shall, at Richland's expense:**

At BPA's Richland Substation, design, provide and install a secondary oil containment system for Richland's 115/12.47 kV transformer bank #1 as follows:

- (1) Place and anchor a secondary containment liner under and around the transformer. The liner will extend out 3/4 the height of the transformer, plus a 1.5 foot anchor trench.
- (2) Install liner protection and backfill the liner with switch yard rock (approximately 1.5 inch with oil quenching characteristics).
- (3) Install an underground vault to accommodate flow through of 110% of the oil capacity of the transformer.
- (4) Plumb the liner to the underground vault that will discharge through a new down gradient outfall. Plumbing will consist of 6 inch Schedule-80 PVC pipe.
- (5) Install a manual valve directly on gradient from the vault as an emergency shut-off of the drainage line.
- (6) Characterize and dispose of over burden soils.
- (7) Restore surface rock.

#### **(b) Richland shall, at Richland's expense:**

Update Richland's records and drawings.

### **2. OWNERSHIP, OPERATION AND MAINTENANCE**

Richland shall, at Richland's expense, own, operate and maintain all materials and equipment installed by BPA under Section 1(a) above, and shall be responsible for future removal or replacement of this equipment as needed.

### **3. RELATED AGREEMENTS**

The Parties intend to enter into a separate long-term agreement relating to the facilities and equipment installed herein to document the respective ownership, operation and maintenance and access obligations which will continue beyond the life of this Agreement.

**DIVISION OF RESPONSIBILITIES STATEMENT**

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**4. ENVIRONMENTAL COMPLIANCE**

Upon execution of this Agreement the parties are authorized to proceed with all preliminary engineering and project management work. The performance of all construction work under this Agreement is contingent on BPA's completion of its environmental review process under the National Environmental Policy Act (NEPA). After completion of this process BPA will decide whether to proceed with the construction work and, if so, whether modifications to such work should be made based on the NEPA review. BPA reserves the absolute right to choose any alternatives considered in the NEPA process, including the no-action alternative, and nothing in this agreement shall be construed as obligating BPA to proceed with construction work under this Agreement or to allow Richland to proceed with construction work under this Agreement before BPA has completed the NEPA review process and made a decision regarding how to proceed. If BPA decides that modifications to the construction work under this Agreement should be made, the parties shall modify their respective obligations under this Agreement to be consistent with such modifications.

**5. GOVERNING LAW**

This Agreement shall be interpreted consistent with and governed by federal law.

**6. PROJECT SCHEDULE**

The estimated completion date for this project is April 30, 2015.

**7. TERMINATION**

This Agreement shall become effective upon execution by both Parties and shall terminate upon full performance by both Parties of their respective obligations set forth herein, but in no event shall the term of this Agreement exceed two years from its effective date.

**FINANCIAL TERMS AND CONDITIONS STATEMENT**

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The cost of performing the project by BPA at Richland's expense shall be the actual cost of doing the work specified in this Agreement, plus the following overhead rates, representing the indirect costs of the project office plus the contractual support costs of contract negotiation, billing and accounting functions, and contract management.

BPA Labor	48%
Materials/Supplies/Equipment	26%
Supplemental Labor and Service Contracts	48%
Construction, Survey and Turnkey Contracts	26%

Richland hereby agrees to advance \$238,740 the estimated project cost, to BPA upon execution of this Agreement. Payments made to BPA shall be held in an account established for this Agreement.

If BPA needs additional funds to complete the work at any time during performance of the project, BPA may request, in writing, for Richland to advance such additional funds to BPA for deposit in the account. Richland shall advance such additional funds within 30 days of BPA's written request, and BPA may temporarily stop work until Richland supplies the requested funds. If Richland does not advance such additional funds by the due date or, if at any time before completion of the project Richland elects to stop work under this Agreement, BPA has the right to cease all work and restore, as a cost to the project at Richland's expense, government facilities and/or records to their condition prior to the beginning of work under this Agreement.

Within a reasonable time after completion of the project, BPA shall make a full accounting to Richland showing the actual costs charged against the account. BPA shall either remit any unexpended balance in the account to Richland or bill for any costs in excess of the deposits in the account. Richland shall pay any excess costs within 30 days of the invoice date (due date).

Payments not received by the due date will accrue interest on the amount due beginning the first calendar day after the due date to the date paid, at an annual interest rate equal to the higher of i) the prime rate (as reported in the Wall Street Journal in the first issue published during the month in which payment by Richland is due) plus 4 percent; or ii) such prime rate multiplied by 1.5.

## BPA Payment Instructions

Updated March 23, 2012

### 1. Wire Transfer (FEDWIRE) Payment Instructions

Check with your bank for wire transfer deadlines and associated wire fees. You may contact us after your first wire payment, and we will verify that it transferred accurately.

#### Necessary Information to Complete Process:

- |    |   |                          |
|----|---|--------------------------|
| 1) | <b>ABA Number:</b>  | <b>021030004</b>         |
| 2) | <b>Receiving Bank:</b>  | <b>"TREAS NYC"</b>       |
| 3) | <b>Product Code:</b>  | <b>"TREAS NYC / CTR"</b> |
| 4) | <b>Account:</b>   | <b>89001401</b>          |
| 5) | <b>Third Party Information After "OBI="</b> Provide pertinent information to insure correct application of payment. (i.e.: the BPA invoice number you are paying, the contract number, or other information specific to your payment) |                          |

### 2. Automated Clearing House (ACH) Credit Instructions

Payments must be submitted no later than the day before payment is due since ACH is processed overnight. You may contact us at the number below, after your first ACH payment, and we will verify that it transferred accurately.

#### Necessary Information to Complete Process:

- |    |                               |   |
|----|-------------------------------|---|
| 1) | <b>ABA Number:</b>            | <b>051036706</b>  |
| 2) | <b>Account Number:</b>        | <b>312013</b>   |
| 3) | <b>Receiving Bank:</b>        | <b>Federal Reserve Bank</b>   |
| 4) | <b>Bank Address:</b>          | <b>701 E. Byrd Street, Richmond, VA 23219</b>                                 |
| 5) | <b>Bank Phone Number:</b>     | <b>(804) 697-8000</b>   |
| 6) | <b>Receiver Name:</b>         | <b>BPA</b>  |
| 7) | <b>Identification Number:</b> | This field may be used instead of the addenda record to identify the payment. |

### 3. Direct Debit Payment

This option authorizes the Bonneville Power Administration (BPA) to automatically withdraw payments from a bank account. It is free and only requires registration. See the brochure posted at the website below for more information.

### 4. Payment by Credit Card or Checking Account (Pay.gov)

BPA accepts VISA, MasterCard, American Express, Discover, and Diners for payments under \$10,000 or electronic payments from a checking account for any dollar amount. See website below for Pay.gov.

### 5. Payment by Check (only if permitted by agreement or contract terms)

**U.S. Postal Service**  
 BONNEVILLE POWER ADMINISTRATION  
 P.O. BOX 301507  
 LOS ANGELES, CALIFORNIA 90030-1507

**Fed Ex\*\*\*** (Use for Receipt Verification/Overnight Deliveries)  
 Bonneville Power Administration  
 Attn: Region 5  
 19220 Normandie Ave. Ste. B  
 Torrance, CA 90502  
*Phone Number: (302)-323-3600 (required for FedEx deliveries)*

\*\*\*Please write Region 5 on the air bill and on all contents of the package.\*\*\*



Please see [http://www.bpa.gov/corporate/business/how\\_to\\_pay/](http://www.bpa.gov/corporate/business/how_to_pay/) or contact BPA Accounts Receivable at 503-230-3574 for more information. This information is being provided to you upon your request. It contains sensitive account and banking information. It should be used for its intended purpose only.



## Council Agenda Coversheet

Council Date: 09/16/2014

Category: Consent Calendar

Agenda Item: C9

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RESOLUTION NO. 126-14, APPOINTMENTS TO THE ECONOMIC DEVELOPMENT COMMITTEE

Department: City Attorney

Ordinance/Resolution: 126-14

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 126-14, Reappointing Deanna Hawkins, P. Simon Mahler, Suzanne Mitchell and Douglas Sako to the Economic Development Committee (EDC) to Position Nos. 2, 6, 7 and 8, respectively.

Summary:

The terms for Position Nos. 2, 6, 7 and 8 on the EDC, expire on October 3, 2014. EDC Vice Chair Spanner is recommending the reappointment of Deanna Hawkins to Position No. 2, P. Simon Mahler to Position No. 6, Suzanne Mitchell to Position No. 6, and Douglas Sako to Position No. 8. The term for each appointment is three years or until October 3, 2017.

Candidates Jack Kalia and Craig McDonald were also considered for appointment.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

- 1) Proposed Resolution
- 2) EDC Recommendation and Applications

City Manager Approved:

Johnson, Cindy  
Sep 11, 13:33:16 GMT-0700 2014

RESOLUTION NO. 126-14

A RESOLUTION of the City of Richland confirming the position appointments of Deanna Hawkins, P. Simon Mahler, Suzanne Mitchell and Douglas Sako to the Economic Development Committee.

BE IT RESOLVED by the City Council of the City of Richland that the following appointments to the Economic Development Committee are hereby confirmed:

<u>NAME</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
Deanna Hawkins	2	10/3/17
P. Simon Mahler	6	10/3/17
Suzanne Mitchell	7	10/3/17
Douglas Sako	8	10/3/17

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 16<sup>th</sup> day of September 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

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

## Barham, Debby

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**From:** Spanner, Gary E <Gary.Spanner@pnnl.gov>  
**Sent:** Friday, August 29, 2014 2:16 PM  
**To:** Barham, Debby  
**Cc:** Bykonen, Pamela; Anderson, Brad; King, Bill  
**Subject:** RE: Summary of EDC Applications Memorandum

Debby,

As Vice Chair acting for Chair Sako, I participated in all six of the interviews yesterday. After conducting the interviews and subsequently conferring with Mr. King and Ms. Bykonen, I think we should keep the Economic Development Committee membership as is. To be more specific, we should re-appoint Ms. Hawkins, Mr. Mahler, Ms. Mitchell, and Mr. Sako. Please take whatever actions are appropriate to enact the re-appointments and to inform the other candidates.

Also, please let me know if I need to do anything else in this matter.

Thank you.

---

### Gary E. Spanner

Economic Development Office  
Pacific Northwest National Laboratory  
Tri-Cities, WA, USA  
Tel: 509-372-4296  
Cell: 509-430-0098  
Fax: 509-372-4589  
[gary.spanner@pnnl.gov](mailto:gary.spanner@pnnl.gov)  
Website: [www.pnnl.gov/edo](http://www.pnnl.gov/edo)  
Facebook: [www.facebook.com/PNNL.EconomicDevelopment](https://www.facebook.com/PNNL.EconomicDevelopment)

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**From:** Barham, Debby [<mailto:dbarham@CI.RICHLAND.WA.US>]  
**Sent:** Wednesday, August 20, 2014 8:59 AM  
**To:** Anderson, Brad; Spanner, Gary E; King, Bill  
**Cc:** Bykonen, Pamela; 'Douglas Sako'  
**Subject:** Summary of EDC Applications Memorandum

Good Morning Gary, Brad and Bill,

Attached is a memorandum providing you with a summary of the Economic Development Committee candidates and their application packets.

As Chair Sako is one of the applicants, this memo is deferred to EDC Vice Chair Spanner. If you have any questions, please contact me at 942-7388 or [dbarham@ci.richland.wa.us](mailto:dbarham@ci.richland.wa.us).

Best Regards,



Debby Barham, CMC  
Deputy City Clerk  
W: 509-942-7388  
F: 509-942-7379  
[www.ci.richland.wa.us](http://www.ci.richland.wa.us)

# Board Commission or Committee Application

Select the Board, Commission or Committee applying for:\*

Economic Development Committee

RECEIVED

AUG 06 2014

RICHLAND CITY CLERK

## Personal Information

First Name\*

Deanna

Last Name\*

Hawkins

Street Address\*

443 Greenbrook Place

City\*

Richland

State\*

WA

Zip\*

99352

Length of Residency in the City of Richland\*

9 3/4 years (since Mar 2005)

Email:\*

Deanna\_L\_Hawkins@rl.gov

Contact Phone:\*

509-942-9775

Occupation:\*

Senior Communications Specialist

Education: \*

Department of Defense Information School

Experience Applicable to the City Board, Commission or Committee to which you are applying\*

Formerly worked as public affairs director with TRIDEC, former Washington State Economic Development Assn board Member; former Washington State STEM Foundation Board Member

Are you currently serving on a Board, Commission or Committee\*

If yes, which one/s?

Richland Economic Development Committee

☒ Yes

☐ No

Have you served on a Board, Commission or Committee before?\*

☐ Yes

☒ No

Are you a City of Richland Employee?\*

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

☐ Yes

☒ No

**By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.\***

☒ I accept

**A resume is required to complete the application.\***

☐

Uploaded: Deanna Leigh Hawkins Resume 8\_2014.pdf

**Please login to view the uploaded file.**

# Deanna L. Hawkins

Cell: (509) 942-9775

Email: [deannaleighhawkins@gmail.com](mailto:deannaleighhawkins@gmail.com)

443 Greenbrook Place  
Richland, WA 99352

## Corporate Communications • Public Affairs • Marketing • Strategic Planning

Innovative and effective communicator with 25+ years of successful public affairs, communications, marketing and media relations experience. In depth knowledge of maximizing opportunities for developing, organizing and implementing programs for communicating positive ideas and images. Strong, proven record of developing and implementing effective public involvement and corporate public affairs strategies, corporate publications, brochures and marketing strategies. Experience includes high-level community and government relations, special events planning, writing copy, speeches and briefings, writing/editing for internal/external audiences and working with all levels of corporate management. Strong written and verbal communications skills with ability to manage and maintain influential relationships.

---

## WORK EXPERIENCE

### **Mission Support Alliance, LLC (MSA) – Richland, WA**

#### ***Senior Communications Specialist/Community Outreach, Office of the President, August 2009 – Present***

Handle corporate communications to include internal communications strategy, community outreach, production of quarterly 24-page full color employee magazine, media interface, act as media spokesperson, produce and write press releases, review/edit internal website, review/write/edit company messages sent both internally and externally. Review/write/edit collateral material that communicates MSA image, story or information about the company. Manage budget for community outreach adhering to corporate giving strategies. Serve as approver for MSA materials intended for public release working with legal counsel and derivative classifiers. Work with print, television and radio media, both locally and internationally. Research, coordinate and write articles for Tri-City Herald's annual Progress Report and other editorials requested by local chambers, Visitor's Bureau and TRIDEC. Serve as Public Information Officer for Southeastern Incident Management Team for Wildland fires and hazmat incidents.

### **Tri-City Development Council (TRIDEC) – Tri-Cities, WA**

#### ***Director, Public Affairs, October 2003 to August 2009***

Responsible for internal/external communications, marketing, community/state/local government affairs, special events, fund development, media relations, video production, and community outreach. Manage member investor portfolio. Manage, research and conduct public information activities for a bi-county region and issues affecting stakeholders of TRIDEC. Manage communications and media on behalf of stakeholders and serve as TRIDEC media spokesperson, working closely with community leaders, DOE and Hanford prime contractors on educating our state legislators, congressional staffers and visitors on economic issues affecting the bi-county area. Serve as a liaison with DOE and other prime contractors' public affairs communications staff. Regularly stay abreast of Hanford cleanup activities and issues, providing knowledgeable responses to inquiries from local and national media. Field questions from stakeholders and external parties on daily basis and coordinate TRIDEC responses regarding economic development issues at the state level as well as for DOE cleanup actions and progress. Regularly stay abreast of HAB and Hanford Communities process and actions as well as being aware of tribal relations as it pertains to EM and Hanford cleanup issues. Coordinate and collaborate with DOE on tours of the Hanford Site to include HAMMER facilities with U.S. Congressional staffers and visiting state officials, legislators and VIPs. Responsible for staff media training; write, develop and publish all written materials for internal and external audiences including speeches, presentations, fact sheets, videos, news releases and backrounders. Plan,

coordinate, manage, conduct and participate in meetings, VIP events, and public forums. Act on behalf of TRIDEC at community and DOE functions when appropriate. Write and prepare executive briefings and speeches for CEO; research, develop and write weekly electronic newsletter; research, write, edit and produce all marketing and outreach materials. Propose draft statements, respond to letters-to-the-editor, and write, edit and produce videos, opinion editorials and articles. Research, prepare and write the annual TRIDEC Progress Report for the Tri-City Herald; prepare and implement communications plan and marketing strategy for TRIDEC. Responsible for coordination and implementation of the statewide public involvement piece of the DOE grant TRIDEC received for the Global Nuclear Energy Partnership (GNEP).

**YMCA of the Greater Tri-Cities**

***Director, Marketing, April 2001 to October 2003 – Tri-Cities, WA***

As the first-ever marketing director hired for this YMCA, was directly responsible for developing and implementing a communications and marketing program for the local YMCA and produced marketing, communications and public relations plan for the organization. Produced all marketing materials for the six business lines operated at the facility that included after school day cares and sports programs for over 3,000 children in the community. Managed all communications, media relations, and marketing materials for internal/external audiences. Responsible for fund development and management of a \$100K annual campaign that raised monies for youth scholarships.

**Benton-Franklin Humane Society**

***Community Relations Director – December 2000 – April 2001***

Responsible for all direct marketing and sales materials and programs. Responsible for community outreach and fund development and educating community on programs and services. Developed and implemented employee and customer communications materials; developed marketing for print media; produced news releases and worked with media to establish higher visibility of shelter and its programs. Produced all marketing materials as well as researched and purchased direct mail lists. Designed all direct marketing collateral pieces. Coordinated production with outside direct mail house vendors, using CASS certified lists and SCF lists to determine markets.

**CCTV Marketing Inc. (Commercial closed circuit TV security systems company)**

***Direct Marketing & Communications Manager, April 1994 – July 2000 – Tri-Cities, WA***

Responsible for business-to-business direct marketing and sales materials and programs. Developed and implemented employee and customer communications materials; developed marketing for print media; managed direct marketing campaigns for WA, OR and N. CA. Responsible for establishing new direct mail markets, producing marketing materials as well as researching and purchasing mailing lists. Coordinated production with outside direct mail house vendors. Increased company market shares by 30% first year.

**HQ Army & Air Force Exchange Service-Europe (HQ AAFES-Europe) – Munich & Nuremberg, Germany  
Strategic Plans & Policy Office – Nuremberg, Germany (Pinder Barracks)**

***Civilian Exec Officer/Special assignment, Feb 1992 – March 1994***

***\$2.5 Billion AAFES Headquarters for Europe - 3000+ Employees***

Specifically requested by the commanding brigadier general of HQ AAFES-Europe to work on special project consolidating and closing general manager area offices during the drawdown of Forces in Europe. Primarily requested because of my background in Public Affairs and expertise regarding sensitive issues. Performed executive tasks for commander to include drafting briefing materials, writing speeches and generating correspondence with high-level state and local national officials and local labor unions. Involved in reducing overhead staffing in both field and headquarters building. Directly involved with consolidating 12 regional offices, producing a savings of more than \$17 million. Served as Freedom of Information Act (FOIA) Officer.

**Public Affairs Office, Nuremberg, Germany (Pinder Barracks)**

**Civilian Public Affairs Specialist, 1992-1993**

Researched, developed and prepared news releases, and coordinated all briefings concerning public involvement and customer concerns. Managed media and special events for the European region that consisted of 11 countries and over 250,000 U.S. military service members. Coordinated with senior level staff regarding local, national and European media issues. Reviewed and edited radio and TV sport aired on the Armed Forces Radio and Television Stations (AFRTS) in Europe; researched, wrote and edited AFFES-Europe responses of the Action Line column of the European Stars & Stripes newspaper. Conducted interviews, represented AAFES-Europe at VIP events, and served as headquarters spokesperson. Served as FOIA Officer for HQ AAFES-Europe.

**Asst. Public Affairs Specialist, 1990-1992 – Munich, Germany (McGraw Caserne)**

Responsible for coordinating all protocol and host nation activities. Served as liaison with European military newspapers and commercial enterprise publications such as the Armed Forces Network TV Guide, Overseas Post magazine and R&R magazine. Designed and produced company literature and briefing materials and authored the Doing Business with AAFES-Europe pamphlet. Developed, wrote and prepared briefing materials and speeches given by senior executives to visiting officials and dignitaries. Served as photographer for key media events. Worked media relations for HQ AAFES-Europe during the first Gulf War. Served as FOIA Officer for HQ AAFES-Europe.

**Writer/Editor, 1989-1990 - Munich, Germany (McGraw Caserne)**

Supervised writing department and was chief copy editor. Researched and prepared written communications intended for mass audiences in 11 European countries.

---

**Education & Professional Development**

U.S. Department of Defense Information School (DINFOS) courses; direct marketing/business-to-business marketing courses/seminars, Freedom of Information Act (FOIA) training; EEO/diversity training; U of Maryland Munich Campus seminars/community courses; YMCA of the USA Capital Campaign Training Institute in Los Angeles; Sam Houston H.S. 1982

**Computer Skills**

Adobe InDesign CS5; All Office 2010 Microsoft Programs (Excel; Access; Word; PowerPoint); WordPerfect; Corel Draw; HTML language proficiency; Photoshop; Web admin management; social media management (Facebook, Twitter, etc.).

**Personal**

Fraternal Order of Police Member Tri-Cities Lodge #7, 2011-Present  
Tri-Cities Visitor & Convention Bureau, Board Member, 2010-2013  
Public Information Officer, Southeastern Incident Management Team, Wildland Fires & Hazmat Emergencies, 2010-Present  
Washington State STEM Education Foundation Board Member, 2009-2011  
Core Planning Member for Program of Study for STEM-focused Delta High School 2008  
Tri-Cities Education Advisory Committee Member (TEAC) 2007-2009  
Washington State Economic Development Association (WEDA) Executive Board Member 2008-2012  
Publicity Chairman for HQ AAFES-Europe Employees' Assoc (3,000 employees) 1991-1994  
Combined Federal Campaign Chairman for AAFES-Europe 1992  
Benton Franklin Humane Society Board Member, 1997-2003  
Columbia Center Rotary Past Member  
United Way Success by 6 Advisory Committee, 2001-2003  
United Way Family Alliance Committee, 2002-2003

**References Provided on Request**

## Board Commission or Committee Application

Select the Board, Commission or Committee applying for:\*

Economic Development Committee

### Personal Information

**First Name\***

P Simon

**Last Name\***

Mahler

**Street Address\***

PO Box 1013

**City\***

Richland

**State\***

WA

**Zip\***

99352

**Length of Residency  
in the City of  
Richland\***

6 years

**Email:\***

[psimonmahler@gmail.com](mailto:psimonmahler@gmail.com)

**Contact Phone:\***

509-572-8334

**Occupation:\***

Professional Services

**Education: \***

Cornell University - MBA Degree Candidate  
Queen's University - MBA Degree Candidate  
Washington State University - Social Sciences w Economic Emphasis Bachelor of Arts Degree  
Portland State University - Business Communications  
Various Certifications in Tax Industry  
Various Entrepreneurship Courses taught by independent professors from prestigious schools on Coursera.

**Experience Applicable to the City Board, Commission or Committee to which you are applying\***

I have served on various committees in my professional life. Working with non-profits such as The March of Dimes, The Christie School, United Way, and SCORE, of which I am currently the Chapter Chair. More closely related to the position I am applying for, I have been currently serving on the Economic Development Committee where I have gained an invaluable amount of knowledge and expertise when it comes to the importance of planning for a community. The experience has been tremendous and rewarding on many levels and I look to continue serving in the community and being a part of this committee as it best suites my passions and knowledge skill set.

**Are you currently  
serving on a Board,  
Commission or  
Committee\***

(X)Yes

( )No

**If yes, which one/s?**

Economic Development Committee

**RECEIVED**

**AUG 06 2014**

**RICHLAND CITY CLERK**

**Have you served on a Board, Commission or Committee before?\*** **If yes, which one/s?**

March of Dimes, The Christie School, SCORE, and most recently a non-profit called Girl Develop It.

☒ Yes

☐ No

**Are you a City of Richland Employee?\***

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

☐ Yes

☒ No

**By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.\***

☒ I accept

**A resume is required to complete the application.\***

[        ]

Uploaded: PSMahler\_Resume.docx

**Please login to view the uploaded file.**

**P. Simon Mahler**  
PO Box 1013  
Richland, WA 99352  
(509)572-8334

August 6, 2014

To Whom It May Concern:

"I believe in asking the important questions: Is there another way...? What if...? Why can't we...? Success doesn't come from just spending money. It comes from taking a fresh approach to what you already have. That's how you grow revenues, create value, and build team unity." -Yours Truly

My name is Simon Mahler and I am eagerly excited to continue my work on the Economic Development Committee. My experiences on this committee have provided me with invaluable tools and resources that make me feel like a contributor to the work being done to make Richland a desirable destination for many, both as visitors and permanent residents.

As you will note on my enclosed resume, the breadth of my expertise covers a wide array of responsibilities in varying industries. I'm a hard-working, ambitious individual who in the past couple of years discovered a hidden passion in life, to help and grow people and organizations. In my past experiences, I was recognized for recruiting, coaching, team-building, creative problem solving, and thinking outside the box to find a solution. My most recent work involving SCORE, a well-known national non-profit organization aimed at helping small businesses grow has been credited with bringing a vibrant change to core processes of SCORE. Most importantly, the work I have achieved at the local Chapter has brought forth new businesses to the region, generated huge numbers in growth, and put the Tri-Cities and Richland on the map as a place to start a business. Combining young entrepreneurial spirit with the resources and services SCORE provides, we developed a blue print for success for small businesses that SCORE at a national level now wants to emulate.

With my accomplishments and recent history of working in start-up communities and volunteering with SCORE as Chapter Leader, or with the Economic Development Committee, I feel eager and excited about the opportunity to continue my work with a committee like yours and bring with me the passion, fuel, and fire necessary to take on any challenge or idea for the betterment of our city. If selected, what you will get is a devoted hard-working volunteer who will continue to do what is asked of him. I will join sub-committees, review the concepts and ideas, and be a valuable contributor and member at our meetings. At your convenience, I would welcome the opportunity to interview with you and your selection committee and further discuss the possibility of utilizing my experiences and knowledge to benefit the future success of the Economic Development Committee.

Thank you for your time and consideration and look forward to talking with you soon.

Sincerely,

**P. Simon Mahler**  
PO Box 1013  
Richland, WA 99352  
(509)572-8334  
[www.linkedin.com/in/psimonmahler](http://www.linkedin.com/in/psimonmahler)

## P. SIMON MAHLER

Direct: (509)572.8334 | [psimonmahler@gmail.com](mailto:psimonmahler@gmail.com)

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### BUSINESS DEVELOPMENT EXECUTIVE

*Innovative thinker with broad based expertise in operations, business development, and strategic planning;*

*Proven ability to quickly analyze key business drivers and develop strategies to grow the bottom line*

High integrity energetic leader known for ability to envision and create successful outcomes in complex situations. Diverse industry and functional expertise, with a tenacious commitment to driving sales, profit and market-share growth. *Areas of Excellence:*

- Leading Change
- Developing New Business
- Fundraising
- Leading & Developing Teams
- Contract Negotiations
- Domestic & Global Sales
- Growing Revenue & Profit
- Recruiting
- Redesigning Business Processes

### EXECUTIVE HIGHLIGHTS

*Built solid track record of success leading start-ups, turnarounds and rapidly growing companies*

- **Strategic Planning** – Turned around under-performing non-profit organization by completely changing business model and strategy – grew overall business 186% in only 6 months.
- **Transformational Change** – Reinvigorated healthcare company with declining revenues by developing an aggressive marketing strategy that drove explosive revenue growth from \$1.1M to \$6.5M in just three years.
- **Business Development & Sales Leadership** – Personally closed private and public sector contracts for up to \$10.2M with organizations such as Reebok, Arby's, Anheuser-Busch, and H&R Block.
- **New Business Start-Up** – Established innovative tax industry business which grew to 783 clients and \$147K in sales within 4 months, and was sold for a profit after 19 months.
- **Corporate Fundraising** – Secured \$4.3M in fundraising revenue by creating and executing the largest sports fundraiser in Oregon history involving 68 high schools, 104 athletic teams, and 30,000 active participants.
- **Community Ambassador** – Created, hosted, and produced the fastest growing on-air financial investment talk show in station history with 600K active listeners in OR, WA, CA, and parts of ID.

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### CAREER HISTORY & ACCOMPLISHMENTS

PANDO LOGIC, Tri-Cities, WA

2013 – Present

#### CEO/Co-Founder

Founded a for-profit consulting firm that provides start-up small businesses key resources, workshops, mentoring, and marketing services through advanced technology.

- Currently leading the development of a new start-up community for technology and service orientated businesses.
- Coordinating efforts through multiple tasks force on fundraising for Acceleration Center for Entrepreneurship.
- Developed a marketing software tool for small business start-ups. (Beta Test Mode)
- A Startup Weekend Competitor / Tied for 3<sup>rd</sup> Place
- Microsoft BizSpark Program Participant

---

SCORE, Tri-Cities, WA

2013 - Present

#### Chapter President

Direct all aspects of non-profit organization from start-up phase to growth. Personally accountable for; strategic planning, human resources, finance management, fundraising, management leadership, and policy-making (in joint effort with the Board of Directors). Serve as public spokesperson for the organization; deliver presentations to various groups and manage media relations.

**Challenges:** Chapter organization was in debt due to poor financial management. Low staff morale, high turnover, and steady decline in mentoring also posed significant challenges to keep charter license.

*Key Contributions and Accomplishments:*

- **Boosted mentoring retention from 28% to 91%** by reorganizing staff to increase teamwork.
- **Increased board-solicited gifts from 4% to 95% of total** by training mentors on soliciting gifts on behalf of organization. Signed a multi-year sponsorship gift with Wal-Mart Corporation.
- **Reversed strained relationships between clerical/executive teams** by creating “working agreement” based on organization principles. Broke down barriers and fostered positive working conditions to improve productivity internally and in the community.
- **More than doubled our media exposure**, by partnering with news outlets and outside organizations that resulted in dual partnerships in fostering growth in economic development. Featured speaker on Good Morning NW, BizTalk 610 AM, and a frequent contributor to the Tri-City Herald and Lewiston Morning Tribune.
- **Nominated as Tri-Cities, WA Community Volunteer of The Year**

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**IQ TAX CORPORATION, Tri-Cities, WA** 2009-2012

**Co-Founder/Director of Operations/Consultant**

Lead the creation of a tax based company that provided technology tools, research, and tax service to a national market. Personally responsible for the development and expansion of services to include audit representation on a global scale covering countries in China, Spain, Italy, and Canada.

- Established marketing plan that targeted top corporations in the region generating 47% growth.
- Created the business plan that finished runner-up in “The Enterprise Challenge”
- Sold company for 587% profit in just 16 months and remained advisor to the company.
- Appointed IRS Tax Payer Advocacy Panel Member for State of Washington, District VI - IRS

---

**H&R BLOCK CORPORATION, Kansas City, MO** 2008-2009

**Community Spokesperson /Branch Manager**

- Drafted and completed a sales training guide now used statewide in every franchised tax office.
- Rapid Promotion to branch manager and community liaison for all media related activities.
- Finished ranked number one nationally in sales. Highest closing rate of clients to POM sales in history (87%)

---

**US FUNDING GROUP, Vancouver, WA** 2004-2008

**Manager of Operations / Board Member / Co-Founder**

- Managed 32 certified loan originators generating \$23M in lending monthly.
- Developed a sales training platform that was utilized by 500 mortgage loan originators.

---

**NW BEHAVIORAL HEALTHCARE, Gladstone, OR** 2001-2004

**Associate Director of Marketing Operations**

- Developed and executed a marketing plan that generated \$6.5M in gross revenues.
- Expanded services to cover California, Idaho, Washington, and Oregon.

---

**EDUCATION**

**CORNELL UNIVERSITY**

**Ithaca, New York**

Johnson School of Management

MBA Degree Candidate 2017

**QUEEN'S UNIVERSITY**

**Ontario, Canada**

Queen's School of Business

MBA Degree Candidate 2016

**WASHINGTON STATE UNIVERSITY**

B.A. of Social Sciences / Economics Emphasis

2010-2011 GPA: 3.00/Student Senator

**PORTLAND STATE UNIVERSITY**

Major: Business Communications

1993-96 / NCAA Athlete

---

***P. Simon Mahler – PO Box 1013 – Richland, WA 99352 (509)572-8334***



# APPLICATION FORM

## BOARD ~ COMMISSION ~ COMMITTEE

BOARD/COMMISSION/COMMITTEE FOR WHICH APPLYING: Economic Development Committee  
NAME: Suzanne Mitchell (Britton) Contact Telephone: (206) 949-5347  
ADDRESS: 457 Carner Court West Alternate Telephone: \_\_\_\_\_  
CITY, STATE, ZIP: Richland WA 99352 E-mail: Suzanne\_mitchell@comcast.net

Arts Commission or Parks & Recreation Commission Applicants Only: → Adult: \_\_\_\_\_ Youth / Grade: \_\_\_\_\_

LENGTH OF RESIDENCE IN RICHLAND: 8 yrs

OCCUPATIONAL AND EDUCATIONAL BACKGROUND: Leasing & Business Planning  
Manager (Energy Northwest) - includes Incubator Director  
BA Degree Business Administration

EXPERIENCE RELATED TO THE BOARD/COMMISSION/COMMITTEE, WHICH YOU ARE APPLYING FOR:

Two terms Economic Development Committee  
Two terms TriCities Research District Board of Directors

ARE YOU CURRENTLY SERVING ON A BOARD, COMMISSION, OR COMMITTEE? IF YES, WHICH:  
(An individual is limited to serve on two boards, commissions or committees at the same time)

Yes - City Economic Development Committee

HAVE YOU SERVED ON A BOARD, COMMISSION, OR COMMITTEE BEFORE? IF YES, WHICH: \_\_\_\_\_

Yes - EDC

ARE YOU CURRENTLY AN EMPLOYEE OF THE CITY OF RICHLAND? ☒ No ☐ Yes (if yes, see exemption below)

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

### A RESUME IS REQUIRED - PLEASE ATTACH IT TO THIS APPLICATION

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials, or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media.

*In addition, I certify that I am in compliance with the qualification requirements of this appointment.*

Date: 8/15/2014 Signature: Suzanne Mitchell (Britton)

Return to:

Office of the City Clerk, P.O. Box 190 MS-05, 975 George Washington Way, Richland, WA 99352  
Phone: 942-7388 Fax: 942-7379 Email: [dbarham@ci.richland.wa.us](mailto:dbarham@ci.richland.wa.us)

**RECEIVED**

**AUG 18 2014**

**RICHLAND CITY CLERK**

## **Suzanne Mitchell**

sfmitchell@energy-northwest.com

509-372-5146

Applied Process Engineering Laboratory, 350 Hills Street, Suite 101, Richland, WA 99452

### **PERSONAL STATEMENT**

My personal mission is to celebrate the ideas and aspirations of innovators and entrepreneurs. To critique and coach, to guide and hold accountable provides discipline for those on the path to create and commercialize emerging technologies. I've been the start-up entrepreneur. My experience helps others achieve milestones and avoid pitfalls.

To bridge technology into business is the role of the incubator.

### **PERSONAL SKILLS**

- **Management:** Director, Technology – qualifications include seven years experience managing a financially self-sufficient incubator. Provide feasibility analysis, market planning and SBIR/STTR coaching. NBIA certification courses.
- **Innovator:** Founder, two start-up, financially successful sales and marketing services businesses employing ~25 staff– PS Resource and Telesis Group, Inc.
- **Planner:** 25+ years planning and implementing business strategies with long- and short-range goals. Lead collaborative problem resolution using strong communication skills.
- **Thinker:** generally looking outside the box for “how can we?” and “why not?”

Professional Qualifications:

- National Business Incubator Association – certificates
- International Economic Development Corporation – coursework toward CEcD

### **CAREER & EDUCATION HISTORY**

**Facilities Leasing /Business Planning Manager, Energy Northwest** – 2011 to present

**Director, Applied Process Engineering Laboratory** – technology business incubator – 2006 to present – [www.apel.org](http://www.apel.org) – Richland, WA, USA

Key Achievements:

- Achieved 95% occupancy of lease facilities. Perform strategic and annual business planning for multi-business line department.
- Successfully advocated for early-stage isotope-based medical device company to establish >\$4M facility within incubator; retained >30 local jobs.
- Developed risk assessment process to qualify business start-ups and concept stage technologies for program participation and R&D space through the incubator.
- Developed concept for pooled regional fund including participation of state / federal reinvestment funds, financial institutions, and local angel investors; VCs welcome.

Key Skills Gained:

- **Risk Assessment:** developed objective criteria and tools to qualify entrepreneurs and judge impact on / consequence to other incubator clients / applicants. Liberally engage subject matter experts to evaluate technical viability and commercial marketability of early stage technologies.

- Visioning: develop exit strategy for incubator sponsors at the outset. Formation partners often have an individual agenda for incubator results, resources that can compromise incubator success if not planned accounted for at start-up.

**Marketing & Brand Strategy Consultant** – New Edge, Inc. – 2006 (10 months) – [www.newedge.com](http://www.newedge.com) – Richland, WA, USA.

**Key Achievements:**

- Co-facilitated strategic planning and sector re-branding of a US/UK-based manufacturing process consultancy, specialists in transportation (auto, rail, aero, marine) systems.
- Created name “Pearl” and value messages to launch fibre product sales in international markets for Fortune 100 company.

**Key Skill Gained:**

- Enhanced analysis for “soft” data – beyond value promise and proof, brand elements include brand personality, the emotions of color, language impacts, and most important the understanding of the deepest issues of the customer.

**Principal Consultant** – Milestones Marketing – 1998 – 2006 – Seattle, WA, USA – consulting practice focused on strategic positioning and marketing for small businesses, especially new concepts at feasibility and planning stage. Multiple retainer clients as well as ad hoc project work. Consulted with successful start-ups launched following Business Start-Up course taught at technical colleges.

**Founder, CEO** – Telesis Group, Inc. – 1990 – 1998 – Seattle, WA, USA – sales and marketing services company contracted to augment in-house marketing programs for regional technology manufacturers (RF technology, enhanced printing, laser-based materials processing, etc.)

**Key Achievements:**

- Developed contact management application meeting data management and reporting needs of Fortune 500 clients.

**Key Skills:**

- Ability to develop service-based sales tools that think from the customer viewpoint.

**EDUCATION**

- Central Washington University – Ellensburg, WA – **BA Business Administration**
- Certified trainer with American Management Association, Performax. Teach management skills classroom and simulator methods.
- OJT: Intrapreneur with largest Washington financial institution; designed, launched and managed successful new delivery channel and profit center.

**COMMUNITY ENGAGEMENT**

- Tri-Cities Research District – a Washington State designated Innovation Partnership Zone. Serve as Board Director, Vice-Chair
- Economic Development Committee – City of Richland – committee evaluates all real estate transactions for recommendation to City Council; also proposes economic enhancement strategies for local and regional long-term economic vitality.

**REFERENCES**

References are available on request.

## Board Commission or Committee Application

Select the Board, Commission or Committee applying for:\*

Economic Development Committee

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AUG 06 2014

### Personal Information

RICHLAND CITY CLERK

First Name\*

Douglas

Last Name\*

Sako

Street Address\*

2638 Harris

City\*

Richland

State\*

WA

Zip\*

99354

Length of Residency in  
the City of Richland\*

57 years

Email:\*

oldoctopus@hotmail.com

Contact Phone:\*

509 539 8215

Alternate Phone:

509 946 0077

Occupation:\*

Retail

Education: \*

2 years college

Experience Applicable to the City Board, Commission or Committee to which you are applying\*

Small Business Ownership, Advocate For Richland Business

Are you currently  
serving on a Board,  
Commission or  
Committee\*

If yes, which one/s?

EDC, Tourism, Lodging Tax Advisory

☒ Yes

☐ No

Have you served on a  
Board, Commission or  
Committee before?\*

If yes, which one/s?

See Above

☒ Yes

☐ No

Are you a City of Richland Employee?\*

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

☐ Yes

☒ No

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.\*

☒ I accept

A resume is required to complete the application.\*

☐

Uploaded: 2638 Harris.pdf

Please login to view the uploaded file.

## Douglas "Gus" Sako

### **Objective**

---

To continue learning about city economic development. And to contribute to discussions from the perspective of a small business.

### **Work**

---

1976 to Present

The Octopus' Garden

---

### **Other**

I've been lucky enough to be on a variety of City committees over the years.

Past Board Member of the Richland Players

Member of the Uptown BID Board

---



## Council Agenda Coversheet

Council Date: 09/16/2014

Category: Consent Calendar

Agenda Item: C10

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RESOLUTION NO. 127-14 APPOINTMENTS TO THE UTILITY ADVISORY COMMITTEE

Department: City Attorney

Ordinance/Resolution: 127-14

Reference:

Document Type: Resolution

**Recommended Motion:**

Adopt Resolution No. 127-14, Reappointing Steve Arneson and David Larkin to the Utility Advisory Committee (UAC) to Position Nos. 1 and 5, respectively.

**Summary:**

The term for Position Nos. 1 held by Steve Arneson and 5 held by David Larkin on the UAC expire on September 19, 2014.

UAC Chair Kosmata and Council Liaisons Lemley and Jones are recommending the reappointment of Steve Arneson to Position No. 1 and David Larkin to Position No. 5. The term for each appointment is three years or until September 19, 2017.

Candidate Carles Lo Presti was also considered for appointment.

Special note that Mr. Arneson has reached his term limit. Mr. Arneson has served on the UAC for five terms for a total of 13 years and 8 months. His first term was for one-year and eight months. The Richland Municipal Code (RMC) Section 2.04.110(D) states, ". . . members . . . shall serve no more than 12 consecutive years on the same commission or committee . . ." The RMC also states, "The council may waive this limitation for any member of any board, commission or committee for one term." This reappointment is considered the one-term waiver.

Fiscal Impact?

☐ Yes ☒ No

**Attachments:**

- 1) Proposed Resolution
- 2) UAC Recommendation and Applications

City Manager Approved:

Johnson, Cindy  
Sep 11, 13:32:39 GMT-0700 2014

RESOLUTION NO. 127-14

A RESOLUTION of the City of Richland confirming the position reappointments of Steve Arneson and David Larkin to the Utility Advisory Committee.

BE IT RESOLVED by the City Council of the City of Richland that the following reappointments to the Utility Advisory Committee are hereby confirmed:

<u>NAME</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
Steve Arneson	1	9/19/17
David Larkin	5	9/19/17

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 16th day of September 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
HEATHER D. KINTZLEY  
City Attorney

## Barham, Debby

---

**From:** Hammond, Robert  
**Sent:** Tuesday, September 02, 2014 3:22 PM  
**To:** Lemley, Phillip  
**Cc:** Jones, Gregory; [hrkosmata@charter.net](mailto:hrkosmata@charter.net); Barham, Debby  
**Subject:** RE: UAC appointments

Thank you Phil.

Bob Hammond

Energy Services Director  
Office 509.942.7402  
Cell: 509.440.2803

-----Original Message-----

**From:** Lemley, Phillip  
**Sent:** Tuesday, September 02, 2014 3:00 PM  
**To:** Hammond, Robert  
**Cc:** Jones, Gregory; [hrkosmata@charter.net](mailto:hrkosmata@charter.net)  
**Subject:** UAC appointments

Hi Bob,

Hank, Greg and myself met with three candidates last Friday afternoon. We interviewed all three and came to the unanimous decision to retain both Dave Larkin and Steve Arneson in their respective positions.

Phillip Lemley  
Mayor Pro Tem

## Board Commission or Committee Application

Select the Board, Commission or Committee applying for:\*

Utility Advisory Committee

### Personal Information

First Name\*

Steve

Last Name\*

Arneson

Street Address\*

402 Saint St

City\*

Richland

State\*

Washington

Zip\*

99354

Length of Residency in  
the City of Richland\*

Richland

Email:\*

arneson.steve@gmail.com

Contact Phone:\*

5093751518

Occupation:\*

Retired

Education: \*

See Resume

Experience Applicable to the City Board, Commission or Committee to which you are applying\*  
Member and former Chair of the UAC

Are you currently  
serving on a Board,  
Commission or  
Committee\*

☒ Yes

☐ No

If yes, which one/s?

UAC

Have you served on a  
Board, Commission or  
Committee before?\*

☒ Yes

☐ No

If yes, which one/s?

UAC

Are you a City of Richland Employee?\*

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

☐ Yes

☒ No

RECEIVED

JUL 22 2014

RICHLAND CITY CLERK

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.\*

☒ I accept

**A resume is required to complete the application.\***

☐

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Please login to view the uploaded file.

402 Saint Street, Richland  
375-1518 [Arneson.Steve@gmail.com](mailto:Arneson.Steve@gmail.com)

# Steve Arneson

## objective

To serve as a contributing member of the Richland Utility Advisory Committee

## Experience

1995 until Present

### Retired but active in Community Affairs:

**Member Richland Rotary( Selected as Rotarian of the Year for 2014), Treasurer of both the Richland Public Library Foundation and the Kadlec Neurological Resource Center and member and past Chair of the UAC**

1989-1995

Private Consultant

Richland, W A

Port of Benton-Represent the Port in technical and financial negotiation with the City of Richland to upgrade the feeder power line through the Port property. Saved \$50,000 for the Port.

Westinghouse Hanford-Developed Company level total staffing plan for DOE approval. Conducted analysis of Hanford Site non-radioactive and low-level waste disposal costs.

1970-1989

Westinghouse -Hanford Co.

Richland, W A

FFTF Engineering Manager for first five years of plant operation-Overall technical responsibility for all FFTF systems and components. Provide technical support to plant operations and analyze system and component performance and trends. FFTF set major operational availability and plant factor records throughout its years of operation.

Directed design of FFTF modifications for Power Production Addition and led Westinghouse interfacing with BPA, City of Richland and other local utilities in load and cost studies.

Managed Project Control for FFTF Construction-Responsible for independent cost estimates, Construction budget management, contingency analysis and reporting.

Responsible for Administration of Construction Manager contract--developed and negotiated major contract award fee article with Bechtel as Construction Manager

Responsible for preparation of overall annual operating budgets for WestinghouseHanford projects and laboratories.

Developed detailed budgets, obtained Westinghouse and DOE approvals and conducted periodic budget reviews with DOE headquarters. The annual operating budgets averaged over \$100 Million per year.

1967-1970

Battelle -Northwest

Richland, W A

Technically managed Westinghouse FFTF Reactor Plant Designer

Directed multi-contractor FFTF Reactor Conceptual Design Team

Established Requirements for experimental facilities to be included in FFTF

1955-1967

Atoms International

Canoga Park, CA

General Electric Co.

Richland, WA

Managed Technology Development Programs in Nuclear Materials

Technical Graduate Program at Hanford-Mechanical Development

## Education

BS Engineering ---UCLA 1955

Extensive post graduate courses in Mathematics, Nuclear Sciences, Reactor Design and Nuclear Materials through The University of Idaho and UCLA

Westinghouse Corporate Courses in General and Business Management, Management Processes and Financial Analysis

## Interests

Personal Investments, Computer Applications, Golf, Motorhome travel, History, Genealogy

## Notes

During college I developed a good understanding of and familiarity with Municipal water systems while working as an operator of pumping plants, wells, reservoirs and other water facilities of the Los Angeles Department of Water and Power.

---

# Board Commission or Committee Application

Select the Board, Commission or Committee applying for:\*

Utility Advisory Committee

## Personal Information

First Name\*

David

Last Name\*

Larkin

Street Address\*

711 Clermont Dr

City\*

Richland

State\*

WA

Zip\*

99352

Length of Residency in  
the City of Richland\*

47 years

Email:\*

[dllarkin@charter.net](mailto:dllarkin@charter.net)

Contact Phone:\*

509-628-0420

Occupation:\*

Retired

Education: \*

BA - Physics MS - Nuclear Engineering

Experience Applicable to the City Board, Commission or Committee to which you are applying\*

43 years providing engineering and operational support nuclear power plants. Professional experience in management, long range planning, project management, large contract administration, and budget preparation for electrical generation plants. Extensive volunteer experience at both board and officer levels.

Are you currently  
serving on a Board,  
Commission or  
Committee\*

If yes, which one/s?

Utility Advisory Committee

☒ Yes

☐ No

Have you served on a  
Board, Commission or  
Committee before?\*

If yes, which one/s?

Utility Advisory Committee

☒ Yes

☐ No

Are you a City of Richland Employee?\*

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

☐ Yes

☒ No

RECEIVED

JUL 28 2014

RICHLAND CITY CLERK

**By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.\***

**☒ I accept**

**A resume is required to complete the application.\***

**☐**

**Uploaded: Resume\_July 2014.docx**

**Please login to view the uploaded file.**

---

**David L. Larkin**  
711 Clermont Drive.  
Richland, WA 99352  
509-628-0420 (H)

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## S U M M A R Y   O F   Q U A L I F I C A T I O N S

- BA DEGREE IN PHYSICS AND MS DEGREE IN NUCLEAR ENGINEERING.
- FORTY-THREE YEARS OF NUCLEAR PLANT ENGINEERING EXPERIENCE.
- TWENTY-NINE YEARS OF ENGINEERING MANAGEMENT EXPERIENCE; SIX YEARS SUPERVISORY, FOUR YEARS DEPARTMENT MANAGER, TEN YEARS DIVISION MANAGER, AND TEN YEARS PROGRAM/PROJECT MANAGEMENT.
- ELEVEN YEARS OF NUCLEAR SAFETY OVERSIGHT; ELEVEN YEARS ON CORPORATE NUCLEAR SAFETY REVIEW BOARD, THREE YEARS ON PLANT OPERATING COMMITTEE, AND TWELVE YEARS AS NUCLEAR MATERIALS MANAGER.

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## F U N C T I O N A L   E X P E R I E N C E   S U M M A R Y

**CORE DESIGN & SAFETY ANALYSIS (21 YRS)** - Managed program leading to fuel costs which were in the lowest three in the nation for BWRs for eight consecutive years. First user of the two most advanced BWR fuel designs available. Developed full reload core design capability which received final NRC approval in October, 1994. Developed six reload core designs for use by vendor. Introduced first U.S. use of an on-line stability monitor and stability predictive software.

**NUCLEAR FUEL SUPPLY (17 YRS)** - Procured and provided inventory management for over \$980 million worth of nuclear fuel services and materials. Technical administrator for nuclear fuel contracts. Chaired Source Selection Panel for \$45 million fuel fabrication contract. Supply System project manager for Siemens/ Battelle consortium proposal to DOE for using excess weapons plutonium as MOX fuel.

**TRAINING SIMULATOR ENGINEERING (8 YRS)** - Managed program to complete and modify existing simulator to meet training fidelity needs. Chaired Source Selection Panel for procurement of new \$21 million simulator and managed project oversight of vendor fabrication work.

**SEISMIC GEOLOGY PROGRAMS (8 YRS)** - Managed seismic geology program to license WNP-3 site. Program included field investigations and computer modeling, with peer review by a panel of expert seismologists, to determine probability of a subduction zone earthquake.

**STRESS ANALYSIS (8 YRS)** - Managed organization providing stress analysis for plant modifications and PER resolution. Developed program to reduce snubbers at Columbia Generating Station that resulted in significant savings in plant operating costs.

**REACTOR ENGINEERING (7 YRS)** - Performed reactor engineering including developing rod patterns, physics testing support for a 20% power uprate, and operational data for a new fuel design. Personally provided startup reactor engineering support for over 200 start-ups. Authored, directed, and evaluated reactor physics' tests to verify design of new control rod system. Equivalent to a Station Nuclear Engineer position.

**SPENT FUEL STORAGE PROJECT MANAGER (10 YRS)** - Project manager for on-site dry cask storage system licensing and for cask fabrication. Vendor oversight program recognized as exemplary by NRC and INPO and utilized by three other utilities. Chaired Source Selection Panel for procurement of \$25-million spent fuel storage system contract.

Elected as chairman of national Holtec Users' Group organization for 2002-2003. Wrote entry that won PMI Project of the Year award for 2003. Consulted for Fluor Hanford and Omaha Public Power District.

**PROBABILISTIC RISK ASSESSMENT (4 YRS)** - Managed organization producing an IPE and IPEEE for WNP-2, developing an outage risk model for use by Outage planners, and providing applications of risk assessments to support MOV program, operability assessments, technical specification requests, etc.

**PLANT SUPPORT ENGINEERING (3 YRS)** - Managed organization responsible for providing the plant with problem resolutions including operability assessments, 50.59 evaluations, etc. Provided primary liaison between plant and Engineering for daily status and issues. Managed Engineering Backlog Reduction Program, reducing backlog from 2,506 items to 448 items in 21 months.

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## E M P L O Y M E N T

General Electric Company	1966-1967
Douglas United Nuclear, Inc.	1967-1973
Energy Northwest	1973-2009

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D A T E S	T I T L E	O R G A N I Z A T I O N
1999 - 2009	Project Manager II	ISFSI Project
1997 - 1999	Program Leader, Nuclear Fuel	Engineering Manager
1996 - 1997	Assistant to General Manager	Engineering Manager
1991 - 1996	Manager	Engineering Services
1984 - 1991	Manager	Engineering Analysis and Nuclear Fuel
1982 - 1984	Manager	Fuel Management
1981 - 1982	Manager	Core Analysis and Engineering
1980 - 1981	Manager	Nuclear and Safety Analysis
1974 - 1980	Supervisor	Core Analysis
1973 - 1974	Fuel Management Engineer	Fuel and Technical Studies
1967 - 1973	Senior Engineer	Reactor Physics
1966 - 1967	Technical Graduate Engineer	Operations Process Engineering Reactor Physics

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## PROFESSIONAL MEMBERSHIPS

Past Member, DOE Advanced Reactor Design Advisory Committee; ERDA Nuclear Fuel Cycle Optimization Program Steering Committee

Past Member, NEI Utility Fuel Committee and NEI Dry Cask Storage task Force

Past Member, EEI Utility Nuclear Waste Management Group Steering Committee And High Level Waste Working Group

Past Member, EPRI Nuclear Division Advisory Group (3 Yrs); Systems & Materials Task Force (3 Yrs); Safety Technology Task Force (2 Yrs); Risk & Reliability Committee (2 Yrs); Fuel Reliability Improvement Guidelines Steering Committee And LWR Fuel Materials Committee (11 Yrs); Spent Fuel Steering Committee (4 years)

Past Member, American Nuclear Society: Technical Program Committee, LWR Fuel Performance Meeting; General Co-Chairman for 1997 LWR Fuel Performance Meeting

Past Member, ANSI N15.8 Standards task Force on Special Nuclear Material Accountability

Past Member, American Management Associations

Past Member, National Management Association; Board Of Directors (3 Yrs)

Past Member, Project Management Institute

Past Member, Holtec Users' Group Main Committee, Fabrication Subcommittee, and past Holtec Users' Group Chairman (2002-2003)

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## EDUCATION

B.A. Physics	Northwest Nazarene University	1965
M.S. Nuclear Engineering	University of Washington	1977

Short Courses/Seminars: Supervisory and management skills, public spokesperson speaking, root cause analysis, Nuclear Fuel Management (MIT), computer programming, ASME valve selection, Nuclear Fuel Fabrication and Quality Assurance, project management, and plutonium recycle

---

## VOLUNTEER EXPERIENCE

U.S. Savings Bond, Washington Public Power Supply System Campaign Chairman 1985

United Way, Loaned Executive 1995

Boy Scouts Of America, Troop Board Chairman

WPPSS Bowling League, Vice President – 1 Yr

Church Governing Board (25 Yrs, Three Denominations); Board Chair or President position (7 Yrs), Clerk or Secretary position (3 Yrs).

Richland Lutheran Church; Nominations Committee (2007-2008), Long Range Planning Committee (2012-2013), Building Committee (2014-).

Political Party County & State Delegate – 1 Yr

Lynnwood Swim & Tennis Club Board Member (3 Yrs), Treasurer (2 Yrs)

Crested Hills Homeowners Association Board member 2006-2008, (President 1 yr & Vice President 2 yrs)

Richland Rotary Club, Board Secretary (2006-2010, 4 yrs), District Secretary (2011-2012, 1 Yr), served on Community Projects Committee, Chaplain Committee, World Community Service Committee, and Rotary Foundation Committee (chair)

Richland City Utility Advisory Committee 2005-2014 (Vice Chair, 2 yrs, Chairman 1 Yr)



## Council Agenda Coversheet

Council Date: 09/16/2014

Category: Consent Calendar

Agenda Item: C11

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RESOLUTION NO. 128-14, APPOINTMENTS TO THE ARTS COMMISSION

Department: City Attorney

Ordinance/Resolution: 128-14

Reference:

Document Type: Resolution

### Recommended Motion:

Adopt Resolution No. 128-14, appointing Janis Rose, Justin Raffa and Frances White to the Arts Commission to Position Nos. 1, 4 and 7 respectively.

### Summary:

Position Nos. 1 (previously held by Stephanie Hartwig), 4 (previously held by Ronald Reed) and 7 (previously held by Ellen Tomaszewski) expired on August 31, 2014. The term for Position Nos. 1, 4 and 7 is until August 31, 2017.

Arts Commission Chair Rachinski and Council Liaison Lemley are recommending the appointment of Janis Rose, Justin Raffa and Frances White to the Arts Commission to Position Nos. 1, 4 and 7, respectively.

Candidates Jerry Greenfield and Nancy Jewell were also considered for appointment.

Adult Position Nos. 6, 8 and 9 will remain vacant at this time.

Fiscal Impact?

☐ Yes ☒ No

### Attachments:

- 1) Proposed Resolution
- 2) RAC Recommendation and Applications

City Manager Approved:

Johnson, Cindy  
Sep 11, 13:35:25 GMT-0700 2014

RESOLUTION NO. 128-14

A RESOLUTION of the City of Richland confirming the position appointments of Janis Rose, Justin Raffa and Francis White to the Arts Commission.

BE IT RESOLVED by the City Council of the City of Richland that the following appointments to the Arts Commission are hereby confirmed:

<u>NAME</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
Janis Rose	1	8/31/17
Justin Raffa	4	8/31/17
Francis White	7	8/31/17

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 16<sup>th</sup> day of September 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
HEATHER D. KINTZLEY  
City Attorney

## Barham, Debby

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**From:** Bykonen, Pamela  
**Sent:** Thursday, September 04, 2014 3:17 PM  
**To:** Barham, Debby  
**Subject:** FW: Arts Commission Members

*Pam Bykonen, Executive Assistant  
Community & Development Services  
509-942-7583*

---

**From:** Anneke Rachinski [<mailto:anneke.rachinski@tricity.wsu.edu>]  
**Sent:** Thursday, September 04, 2014 8:26 AM  
**To:** Bykonen, Pamela; Roseberry, Ann  
**Subject:** Arts Commission Members

Pam and Ann- I would like to recommend inviting the following people to join the arts commission:

Janis Rose  
Franny White  
Justin Raffa

Thank you!

ANNEKE M. RACHINSKI  
PROJECT COORDINATOR  
HANFORD HISTORY PARTNERSHIP  
COLLEGE OF ARTS & SCIENCES  
WASHINGTON STATE UNIVERSITY, TRI-CITIES  
2710 CRIMSON WAY, CIC 125D  
OFFICE: (509)372-7125  
EMAIL: [ANNEKE.RACHINSKI@TRICITY.WSU.EDU](mailto:ANNEKE.RACHINSKI@TRICITY.WSU.EDU)  
WEBSITE: [OURHANFORDHISTORY.ORG](http://OURHANFORDHISTORY.ORG)



## Board Commission or Committee Application

Select the Board, Commission or Committee applying for:\*

Arts Commission

**RECEIVED**

**AUG 11 2014**

### Personal Information

**RICHLAND CITY CLERK**

First Name\*

Justin

Last Name\*

Raffa

Street Address\*

1214 Gowen Ave

City\*

Richland

State\*

WA

Zip\*

99352

Length of Residency in  
the City of Richland\*

six years

Email:\*

justraffa@aol.com

Contact Phone:\*

509-308-5395

Occupation:\*

musician

Education: \*

Bachelor of Music in music education, Westminster Choir College Master of Music in choral conducting, University of Arizona

Experience Applicable to the City Board, Commission or Committee to which you are applying\*

Representative of local performing arts sector and trained musician Graduate of Leadership Tri-Cities program

Are you currently  
serving on a Board,  
Commission or  
Committee\*

☐ Yes

☒ No

Have you served on a  
Board, Commission or  
Committee before?\*

☐ Yes

☒ No

Are you a City of Richland Employee?\*

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

☐ Yes

☒ No

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.\*

☒ I accept

A resume is required to complete the application.\*

☐

Uploaded: RaffaResume2014.docx

Please login to view the uploaded file.

# JUSTIN J. RAFFA

1214 Gowen Ave  
Richland, WA 99352

509-308-5395  
justraffa@aol.com

## EDUCATION

---

### **2008 Master of Music: Choral Conducting**

- University of Arizona, Tucson, AZ
- 4.0 Cumulative GPA
- Studied with Dr. Bruce Chamberlain

### **2003 Bachelor of Music: Music Education, Voice Concentration**

- Westminster Choir College of Rider University, Princeton, NJ
- Magna Cum Laude graduate
- Studied with Dr. James Jordan

## CONDUCTING POSITIONS

---

### **Artistic Director**

<b>2008-present</b>	<b>Mid-Columbia Mastersingers</b>	<b>Tri-Cities, WA</b>
<ul style="list-style-type: none"><li>• Lead 150-voice semi-professional community chorus</li><li>• Program subscription series, collaborative concerts and special performances</li><li>• Spearhead new fundraising and outreach efforts to quintuple budget in first 5 years</li></ul>		

### **Music Director/Conductor**

<b>2008-present</b>	<b>Mid-Columbia Musical Theatre</b>	<b>Tri-Cities, WA</b>
<ul style="list-style-type: none"><li>• Serve as vocal music director and/or conductor for fully-staged musical productions</li><li>• Coordinate contracting of pit orchestra musicians</li><li>• <i>Titanic, The Wedding Singer, The Gondoliers, South Pacific, Miss Saigon, Sweet Charity</i></li></ul>		

### **Chorus Master**

<b>2010-13</b>	<b>Oregon East Symphony</b>	<b>Pendleton, OR</b>
<ul style="list-style-type: none"><li>• Lead weekly rehearsals of 40-voice community symphonic chorus</li><li>• Prepared chorus for Handel's <i>Messiah</i> and Haydn's <i>Heiligmesse</i> with Oregon East Symphony</li><li>• Conducted Vaughan Williams' <i>Magnificat</i> and Randall Thompson's <i>Frostiana</i></li></ul>		

### **Minister of Music**

<b>2009-12</b>	<b>All Saints' Episcopal Church</b>	<b>Richland, WA</b>
<ul style="list-style-type: none"><li>• Oversaw church music program, selected music for weekly traditional services</li><li>• Conducted annual cantata and other special programs, with professional guest musicians</li><li>• Directed bell choir, reinstated quarterly Choral Evensong services</li></ul>		

**Music Director/Conductor****2010-12****Columbia Basin College****Pasco, WA**

- Served as vocal music director and/or conductor for summer showcase and student musicals
- Coordinated contracting of pit orchestra musicians
- *Rent (2010), Last Five Years (2010), Dirty Rotten Scoundrels (2011), White Christmas (2012)*

**Music Director/Conductor****2011-12****Enterprise Middle School****West Richland, WA**

- Served as vocal music director for student musicals
- Participated in auditions and casting decisions
- *Seussical Jr. (2011), Annie Jr. (2012)*

**Artistic Director****2008-09****Three Rivers Children's Chorus****Richland, WA**

- Conducted two children's ensembles
- Served as chorus administrator
- Prepared chorus for performance of Britten's *A Boy Was Born*

**Artistic Director****2008-07****University of Arizona Faculty/Staff Choir****Tucson, AZ**

- Conducted 50+ member chorus in two annual concerts and smaller performances
- Doubled chorus membership in one semester
- Increased marketing, raised concert receipts and initiated grant applications

**Assistant Director****2007-08****Southern Arizona Women's Chorus****Tucson, AZ**

- Served as founding assistant director for 80-member women's chorus
- Facilitated vocal warm-ups, ran sectionals, hired instrumentalists, auditioned soloists
- Chose and conducted select repertoire on concert programs

**Associate Conductor****Summer 2007****Westminster Vocal Institute****Princeton, NJ**

- Assisted Dr. James Jordan
- Ran sectionals
- Co-conductor of women's choir

**Minister of Music****2006-08****Rincon Congregational United Church of Christ****Tucson, AZ**

- Oversaw church music program, selected service music, conducted chancel choir
- Started children's chorus, directed bell choir, offered music/sight-reading classes
- Helped start concert series and guided church in purchase of new grand piano

**Artistic Director****2003-06****Bisbee Community Chorus****Bisbee, AZ**

- Conducted 60-member adult community chorus in four concerts per year
- Took choir on performance tours and to choral festivals
- Prepared chorus for performances with the Tucson Symphony Orchestra and conductor George Hanson

**Director of Music****2003-05****St. John's Episcopal Church****Bisbee, AZ**

- Conducted adult choir, selected service music and weekly anthems
- Assisted in hiring of full-time accompanist
- Guided the church in the purchase of a new organ

**Conducting Intern****2002-03****Raritan Valley Choral Society****Hillsborough, NJ**

- Served as conducting intern for 40-member adult community chorus
- Facilitated warm-ups and sectionals, ran rehearsals in director's absence
- Conducted select pieces in concert

**Conducting Intern****2001-02****Delaware Valley Chorale****Wilmington, DE**

- Served as conducting intern for 90-member adult community chorus
- Facilitated warm-ups and sectionals, ran rehearsals in director's absence
- Conducted select pieces in concert

**ADDITIONAL CONDUCTING EXPERIENCE**

---

*Winter 2010*     Handel *Messiah*, Central United Protestant Church, Richland, WA  
*Spring 2008*     Bach *St. John Passion*, Wieck Productions, Tucson, AZ  
*Spring 2008*     Britten *Ballad of Heroes* and Vaughan Williams *Five Mystical Songs*, University Singers, Tucson, AZ  
*Fall 2007*        Kawarsky *Prayers for Bobby* (Southwest premiere), Rincon UCC, Tucson, AZ

**TEACHING EXPERIENCE**

---

**Adjunct Instructor: Musical Theatre***Fall 2013*

Columbia Basin College

Pasco, WA

**Permanent Substitute Choral Teacher***January-March 2013*

Richland High School

Richland, WA

**Substitute Music Teacher***2008-present*

Richland School District

Richland, WA

**Choral Music Teacher**

2006-07	Cornerstone Christian Academy	Tucson, AZ
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**Choral Music/Drama Teacher**

2003-06	Bisbee Unified School District #2	Bisbee, AZ
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**Permanent Choral Music Substitute**

May/June 2003	William Tennett High School	Warminster, PA
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**Instrumental Music Teacher**

2002-03	The Chapin School	Princeton, NJ
---------	-------------------	---------------

**Performing Arts Instructor**

Summer 2000	ARC Camp Sun N' Fun	Williamstown, NJ
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**FESTIVALS & ADJUDICATIONS**

---

<i>Spring 2014</i>	Clinician, North Central Music Educators Association (NCWMEA) Middle and High School Large Group Festival, Wenatchee, WA
<i>Spring 2010 &amp; 2012</i>	Clinician, Columbia Basin Music Educators Association (CBMEA) High School Large Group Choral Festival, Tri-Cities, WA
<i>Spring 2010 &amp; 2012</i>	Clinician, Yakima Valley Music Educators Association (YVMEA) High School Large Group Choral Festival, Tri-Cities, WA
<i>April 2009, 2010, 2012</i>	Clinician, Columbia Basin College Jazz Unlimited Festival
<i>January 2009</i>	Adjudicator, Washington State Educational Theatre Association IE Festival, Tri-Cities, WA
<i>February 2008</i>	Guest conductor, DCMEA Elementary All-County Choir. Dutchess County, NY
<i>Spring 2007 &amp; 2008</i>	Adjudicator, AzMEA Southeast Division High School Honor Choir, Tucson, AZ
<i>Spring 2005</i>	Adjudicator, Cochise MTNA Piano/Vocal Competition. Sierra Vista, AZ
<i>Spring 2004</i>	Guest conductor, Cochise County High School Choral Festival. Sierra Vista, AZ

**SINGING EXPERIENCE**

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Voice Part: Tenor

<i>2013-present</i>	<b>Berwick Chorus of the Oregon Bach Festival</b> – professional core singer
<i>2010-present</i>	<b>Male Ensemble Northwest</b> – member singer
<i>2010-present</i>	<b>Chor Anno</b> , Vancouver, WA – member singer
<i>2004-present</i>	<b>Tucson Chamber Artists</b> – founding member and professional core singer
<i>Summer 2008</i>	<b>Berkshire Choral Festival</b> – staff singer
<i>Spring 2006</i>	<b>St. Philip's in the Hills Episcopal Church</b> , Tucson, AZ – staff section leader
<i>2005-06</i>	<b>Dove of Peace Lutheran Church</b> , Tucson, AZ – contemporary worship song leader
<i>2003-07</i>	<b>Tucson Symphony Orchestra Chorus</b> – core staff singer
<i>Summer 2003</i>	<b>Spoleto Festival USA</b> – chorus member

2001-03	<b>Voces Novae et Antiquae</b> , Philadelphia, PA – member singer
2001-03	<b>Westminster Symphonic Choir</b> , Princeton, NJ – member singer
1999-2003	<b>Lauda Chamber Singers</b> , Pitman, NJ – member singer

Tenor solo repertoire performed: Stravinsky *Mass*, Byrd *Mass for Four Voices*, Brahms *Zigeunerlieder*, Gilbert & Sullivan *Trial By Jury*, Stainer *Crucifixion*, Pinkham *Wedding Cantata*, Holst *Christmas Day*, Ray *Gospel Mass*

## PROFESSIONAL MEMBERSHIPS/AFFILIATIONS

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American Choral Directors Association  
Chorus America

## COMMUNITY INVOLVEMENT

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2014-present	Member, Vista Vision Task Force with Port of Kennewick, Tri-Cities, WA
2013-14	Graduate, Leadership Tri-Cities Class XIX, Tri-Cities, WA
2011-present	Board member, Performing Arts Center Task Force, Tri-Cities, WA
2011-13	Citizens for Good Schools Committee, Richland School District, Richland, WA
2010-present	Board member, Richland Rotary Club, Richland, WA
2008-13	Orchestra Manager (paid position), Mid-Columbia Symphony, Tri-Cities, WA
2009-11	Board member, Mid-Columbia Musical Theatre, Tri-Cities, WA
2006-07	Music Coordinator, Tucson Interfaith HIV/AIDS Network <i>World AIDS Day Service</i> , Tucson, AZ
2005-06	Board member, Bisbee Arts Commission, Bisbee, AZ
2000-03	Founding member and Director of Development, The Actors Company at Westminster, Princeton, NJ

## AWARDS & HONORS

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2014	Friend of Music – Columbia Basin Music Educators Association
2013	Outstanding Emerging Choral Conductor – Washington State ACDA
2011	Outstanding Individual Contribution to the Arts – City of Richland Arts Commission
2008	Outstanding Graduate Student Leadership Award – University of Arizona Graduate & Professional Student Council
2008	Outstanding Graduate Student Leadership Award – University of Arizona Center for Student Involvement & Leadership
2006-08	Clarence L. Torp Music Scholarship, The University of Arizona
2006-08	Marie M. Meier Choral Scholarship, The University of Arizona
2003	Rider University President's Award
1999-2003	Gladys Hayn Scholarship, Westminster Choir College
1999-2003	Dean's Academic Scholarship, Westminster Choir College
1999-2003	Frank and Lydia Bergen Foundation Scholarship, Westminster Choir College

1999-2003      Aden G. Lewis Scholarship, Westminster Choir College  
1999-2003      Burns and Alan Dobbins, Jr. Memorial Scholarship, Westminster Choir College

## REFERENCES

---

**Ms. Jo Brodzinski**, Owner, JB Productions & Board Member, Mid-Columbia Musical Theatre, Richland, WA  
grandmajo9@aol.com

**Mr. Charles Eaton**, Board Member, Arts Center Task Force, Richland, WA  
chaneaton@aol.com

**Mr. Ted Miller**, President, Mid-Columbia Mastersingers, Richland, WA  
millerted@aol.com

**Ms. Ginny Quinley**, Professor of Theatre/Communication Studies, Columbia Basin College, Pasco, WA  
gquinley@columbiabasin.edu

**Mr. Reginald Unterseher**, Composer, Conductor, and Voice Teacher, Kennewick, WA  
reg@reginaldunterseher.com

**Dr. Nicholas L. Wallin**, Conductor, Mid-Columbia Symphony; Assistant Professor of Music, Lake Forest College, Lake Forest, IL  
wallin@lakeforest.edu

## Board Commission or Committee Application

Select the Board, Commission or Committee applying for:\*

Arts Commission

### Personal Information

First Name\*

Janis

Last Name\*

Rose

Street Address\*

1314 Brookwood Ave

City\*

Richland

State\*

WA

Zip\*

99352

Length of Residency in  
the City of Richland\*

3 years

Email:\*

janism.rose@gmail.com

Contact Phone:\*

360-914-7315

Occupation:\*

Retired

Education: \*

BA Philosophy

RECEIVED

AUG 04 2014

RICHLAND CITY CLERK

### Experience Applicable to the City Board, Commission or Committee to which you are applying\*

I love and collect art and have dabbled in art all of my life, currently taking watercolor painting classes. I also was active in drama when I was in college. Currently, I am the chair of the Trios Foundation Art Subcommittee, whose purpose is to create a fine art collection for the new Trios Southridge Hospital, as well as upgrade the art at other Trios facilities. I love art and consider it's role very important in our surroundings, particularly urban.

Are you currently  
serving on a Board,  
Commission or  
Committee\*

☒ Yes

☐ No

If yes, which one/s?

Chair, Trios Foundation Art Subcommittee

Have you served on a  
Board, Commission or  
Committee before?\*

☒ Yes

☐ No

If yes, which one/s?

No Richland Boards, Commissions or Committees, but several nonprofit Boards in my past

Are you a City of Richland Employee?\*

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

☐ Yes

☒ No

**By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.\***

**[X]I accept**

**A resume is required to complete the application.\***

**[        ]**

**Uploaded: J Rose Resume.doc**

**Please login to view the uploaded file.**

## **Summary**

Over twenty-five years of diversified recruitment, marketing, business development, and management experience. Special expertise includes strong decision-making skills; excellent analytical, interpersonal, verbal and writing skills; ability to work independently or as a member of a team with a wide variety of personalities; effective, creative and organized.

## **Experience**

### **Director, Providence St. Mary Regional Cancer Center**

**2007 - 2013**

#### **Providence St. Mary Medical Center, Walla Walla, WA**

Community hospital-based full-service cancer center providing medical oncology, radiation oncology, and clinical trials to cancer patients in southeast Washington and northeast Oregon.

**Duties:** Lead team of 35 staff and four physicians, achieving oncology certification for all non-physician clinical, social work, and coding staff; coordinate cross-departmental communication to provide seamless care to cancer patients; facilitate successful integration of clinical trials into daily clinical staff consideration; set the standard for compliance and positive citizenship as people of Providence; insure financial viability of the center while encouraging expansion of services and achievement of excellence.

**Major Accomplishments:** Unified divided departments within the cancer center, and developed a spirit of teamwork across medical and work specialties; led the decision-making and selection process on a \$3.2 million purchase of linear accelerator equipment and achieved addition of Varian equipment to Providence system supply chain management contracts; achieved American College of Surgeons Commission on Cancer three-year certification in 2010; led team through difficult physician issues resulting in positive turnover of physician staff and successful hiring and integration of cancer center medical director.

### **Physician Services Manager**

**2002-2007**

#### **Whidbey Island Public Hospital District, Coupeville, WA**

Whidbey General Hospital, critical access hospital serving Whidbey Island residents

**Duties:** Established and managed new department created due to commencement of physician employment by hospital. Responsible for physician recruitment, working with CEO to assure needed specialties are present and accessible to Whidbey Island residents. Staff and manage five specialty clinics/practices of employed physicians. Responsible for employed physician's billing services, compliance audits, performance evaluations, policies, staffing, compliance and facilities. Founding member of hospital's Team and Staff Morale Workgroup and Team Leader of the reception/switchboard improvement/reorganization project.

**Major Accomplishments:** Hired and established practices of five physicians within first year, providing two new specialties to Whidbey Island residents. Researched, selected and implemented scheduling/billing software in existing internal medicine clinic. Developed clinic policies, compliance plan, physician audit and physician evaluation protocols. One of two non-physician staff invited to participate in hospital's Leadership Conference.

### **Vice President, Business Development**

**2000-2002**

#### **Seattle Prostate Institute, Seattle, WA**

Internationally known prostate cancer brachytherapy clinic.

**Duties:** Oversaw day-to-day business, financial performance, human resources, billing & reimbursement, contracting, partnership management and reporting.

**Major Accomplishments:** Upon hire, resolved seed reimbursement issue with a major payor that threatened the financial strength of the organization; terminated relationship with poor billing service and developed in-house billing function, reducing aged AR from 74% to 39% in six months; initiated development of policy and procedures manuals, including safety and compliance; improved cash position by 40%.

**Administrator, Northwest Hospital Gamma Knife Center****1996-2000****Northwest Hospital, Seattle, WA**

A 200-bed community hospital.

**Duties:** Launched and managed a noninvasive neurosurgical center including staffing, budget development and management, contracting with customers, payors and ancillary providers, development and performance of annual marketing plan, referral source development, informational presentations to patient support groups, scheduling of clinical presentations by medical director, assistance with clinical research and resulting manuscript development, development of marketing and educational materials – print, video and Internet. Educated payor organizations and negotiated changes in their medical policies based on clinical outcome studies.

**Major Accomplishments:** Launched start-up radiosurgical center and new neurosurgical practice in a near-hostile medical environment. Developed referral base in seven U.S. states, three Canadian provinces, across seven medical specialties. Obtained contracts with major payor organizations in the region after long and drawn out negotiations. Worked with medical director and successfully changed payor philosophy regarding Gamma Knife radiosurgery for multiple versus single metastases and functional disorders.

**Manager, Northwest Radiation Oncology****1999-2000**

**Duties:** Managed start-up of new radiation oncology department, including participation in the construction design and project management, selection of major equipment, selection and acquisition of minor equipment, computer system and clinical software, supplies and staffing.

**Interim Administrator, Northwest Prostate Institute****1999**

**Duties:** Managed four-physician (three urologists, one radiation oncologist) center with three sites, seven cost centers, multiple staffs, and clinical and research activities until permanent administrator hired.

**Major Accomplishments:** Conducted a full evaluation of current billing practices, transferred all billing activities to an outside agency, improving collections significantly. Contracted with physics support and managed the development of more formalized guidelines for brachytherapy treatment planning. Systematized general office structure and workflow.

**Director, Marketing & Professional Relations, Northwest Hospital Gamma Knife Center 1993-1996****Education**

Bachelor's Degree, Philosophy, Coe College, Cedar Rapids, IA

**Awards**

Shining Star Nominee, Whidbey General Hospital	2005
Outstanding Advocate, Childrens Alliance and Children's Home Society of Washington	1998
Marketing Director of the Year, American Health Services Corp.	1995
Employee Excellence Award Nominee, Graham Medical Products	1988
Professional Achievement Award Nominee, Management Women	1987
Readex Award, Outstanding Advertising	1985
Award of Excellence, Xerox Corporation	1975

**Volunteer Activities**

Spot of Faith Farm, horse rescue	2013
Cork's Place, Children's Grief Facilitator	2014
Chair, Trios Foundation Art Subcommittee	2014

**Interests**

Painting, gardening, art, bicycling, skiing, reading, quilting

**References available upon request**

# Board Commission or Committee Application

Select the Board, Commission or Committee applying for:\*  
Arts Commission

RECEIVED

AUG 15 2014

RICHLAND CITY CLERK

## Personal Information

First Name\*  
Frances Lottie

Last Name\*  
White

Street Address\*  
805 Winslow Ave.

City\*  
Richland

State\*  
WA

Zip\*  
99352

Length of Residency in  
the City of Richland\*  
June 28, 2014 - present  
(Tri-City area resident  
since 1985)

Email:\*  
[frannywhite@gmail.com](mailto:frannywhite@gmail.com)

Contact Phone:\*  
360-333-4793

Alternate Phone:  
509-375-6904

Occupation:\*  
Media Relations Advisor

## Education: \*

Bachelor's degree, Print Journalism & Spanish Language, Marquette University, Milwaukee, Wis., May 2002 High school diploma, Kennewick High School, Kennewick, Wash., June 1998

## Experience Applicable to the City Board, Commission or Committee to which you are applying\*

Media Relations Advisor, Pacific Northwest National Laboratory, 12/08 – present • Serve as external face and information source at federal research laboratory • Unearth impactful research and share it with reporters and public • Translate complex science into compelling, easy-to-understand words • Build and grow quality, productive relationships with hundreds of reporters and editors at targeted news outlets, including local and regional media Reporter, newspapers in Midwest and Washington state, including Tri-City Herald, 2001-2003 & 2006-2008 • Wrote captivating, comprehensive stories about global issues from a local perspective • Covered the policy decision-making process at several city and county governments Environmental Educator & Volunteer, Peace Corps, Malena, Panama, 3/04 – 5/06 • Managed community-initiated sea turtle conservation project • Successfully applied for ~\$1,500 U.S. AID grant to build sea turtle hatchery and beach observation post • Served as liaison between U.S., Panamanian governments and rural village of 125 people • Co-organized regional youth conference where 50 teens gained self-confidence, discussed life choices Participant in & supporter of several local art groups & events: • Urban Poets Society's monthly poetry jam, Paper Street Alehouse, Kennewick, Wash. • Student: o Cuban Salsa, Salsa Con Rumba Dance Studio, Richland, Wash., January 2014 – present o Watercoloring, Chris Blevins Watercoloring, Richland, Wash., March 2014 o Ceramics, Patrick Flemming Studio, Kennewick, June – September 2013 • Art in the Park, Allied Arts Association, Richland, Wash., every July • Tri-City Artists Open Studio, Tri-Cities, Wash., every November

**Are you currently  
serving on a Board,  
Commission or  
Committee\***

☐ Yes

☒ No

**Have you served on a  
Board, Commission or  
Committee before?\***

☐ Yes

☒ No

**Are you a City of Richland Employee?\***

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

☐ Yes

☒ No

**By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.\***

☒ I accept

**A resume is required to complete the application.\***

[       ]

Uploaded: RichlandArtsCommission2014.doc

**Please login to view the uploaded file.**

## **FRANNY WHITE**

**frannywhite@gmail.com**

805 Winslow Ave.  
Richland, WA 99352  
Cell: 360-333-4793

Aug. 14, 2014

Marcia Hopkins, City Clerk  
City of Richland  
P.O. Box 190, MS-05  
975 George Washington Way  
Richland, WA 99352

Ms. Hopkins,

Knowing art can not only be beautiful to admire, but move us to feel and act, I'm writing to submit my application to serve on the Richland Arts Commission.

If picked to serve, I wouldn't simply support art as an abstract occupation. I'm hoping to encourage the greater appreciation of diverse cultures and perspectives in Richland and beyond. The Tri-Cities is a vibrant community. And expanding the area's artistic endeavors can only make it brighter.

It would also be my honor to help the area grow economically. Recent installations such as the retro mural at the Uptown Shopping Center, located at a retail hub, are clear examples of how art pairs well with economic activity. So, too, is the Allied Arts Association's Art in the Park show, the Rivers of Ink writing conference and performances by local and traveling theater groups, all of which bring in visitors who spend handsomely. I would also aim to keep the region's numerous science- and technology-focused professionals, many of whom move here from large cities and expect their new home to offer a variety of cultural experiences.

Though I don't consider myself an artist, I write and communicate for a living. I certainly appreciate the beauty of clear and compelling words. Color, images and sounds similarly move my heart and invigorate my mind. And I routinely participate in and support local art events such as classes, poetry jams, exhibits and more. I am familiar with and respect the Tri-Cities art world.

But most importantly, I am a dedicated local resident. I grew up in West Richland and Kennewick, graduated from Kennewick High School and later chose to return as an adult. I recently purchased my first home in Richland and am building a life here. I am deeply indebted to the Tri-Cities for helping me become the person I am today. By serving on the Richland Arts Commission, I hope to give back to the community that raised me and make it a better, more enriched place.

Sincerely,

***Franny White***

## **FRANNY WHITE**

**frannywhite@gmail.com**

805 Winslow Ave.  
Richland, WA 99352  
Cell: 360-333-4793

### ***SUMMARY***

**Creative, inquisitive communications professional** seeks fulfilling position on Richland Arts Commission to grow and support Richland's artistic endeavors while also contributing to the greater Tri-Cities' cultural riches.

### ***EXPERIENCE***

#### **Media Relations Advisor, Pacific Northwest National Laboratory**

[www.pnnl.gov/news](http://www.pnnl.gov/news), Richland, Wash., 12/08 – present

- Serve as external face and information source at federal research laboratory
- Unearth impactful research and share it with reporters and public
- Translate complex science into compelling, easy-to-understand words
- Build and grow quality, productive relationships with hundreds of reporters and editors at targeted news outlets, including local and regional media

#### **Regional Reporter, Tri-City Herald**

[www.tricityherald.com](http://www.tricityherald.com), Kennewick, Wash., 4/08 – 12/08

- Reported government policy decisions and lifestyle trends in Prosser, Lower Yakima Valley and Hermiston, Ore.

#### **Environment/Social Services Reporter, Skagit Valley Herald**

[www.goskagit.com](http://www.goskagit.com), Mount Vernon, Wash., 11/06 – 4/08

- Wrote captivating, comprehensive stories about global issues from a local perspective

#### **Environmental Educator & Volunteer, Peace Corps**

[www.peacecorps.gov](http://www.peacecorps.gov), Community Environmental Conservation, Malena, Panama, 3/04 – 5/06

- Managed community-initiated sea turtle conservation project
- Successfully applied for ~\$1,500 U.S. AID grant to build sea turtle hatchery and beach observation post
- Served as liaison between U.S., Panamanian governments and rural village of 125 people
- Co-organized regional youth conference where 50 teens gained self-confidence and discussed their life choices

#### **Crime/Courts/County Government/Agriculture Reporter, Daily Globe**

[www.dglobe.com](http://www.dglobe.com), Worthington, Minn., 8/02 – 12/03

- Organized, designed and edited quarterly agriculture publication

#### **Night Cops Reporter, Milwaukee Journal-Sentinel**

[www.jsonline.com](http://www.jsonline.com), Milwaukee, Wis., 3/01 – 8/02

- Cultivated strong source base among reluctant police and crime victims on a part-time basis

## ***EDUCATION***

### **Student, Washington State University & Columbia Basin College**

[www.tricity.wsu.edu](http://www.tricity.wsu.edu) & [www.columbiabasin.edu](http://www.columbiabasin.edu), Richland & Pasco, Wash., 3/09 – 5/13

- Learned scientific principles in chemistry, biology & physics as a part-time undergraduate.

### **Bachelor's Degree, Journalism, Marquette University**

[www.marquette.edu](http://www.marquette.edu), Milwaukee, Wis., 5/02

- Secondary major in Spanish language and literature.

### **High School Diploma, Kennewick High School**

<http://kehs.ksd.org>, Kennewick, Wash., 6/98

- Participated in International Baccalaureate program

## ***ARTS***

### **Participant in & supporter of several local art groups & events:**

- Urban Poets Society's monthly poetry jam, Paper Street Alehouse, Kennewick, Wash.
- Student:
  - Cuban Salsa, Salsa Con Rumba Dance Studio, Richland, Wash., January 2014 – present
  - Watercoloring, Chris Blevins Watercoloring, Richland, Wash., March 2014
  - Ceramics, Patrick Flemming Studio, Kennewick, June – September 2013
- Art in the Park, Allied Arts Association, Richland, Wash., every July
- Tri-City Artists Open Studio, Tri-Cities, Wash., every November

## ***AWARDS***

### **Outstanding Performance Award, Pacific Northwest National Laboratory**

[www.pnnl.gov](http://www.pnnl.gov), Richland, Wash., 11/11

- Recognized for consistently contributing to quality, positive news stories.

### **2008 Pacific Northwest Excellence in Journalism Contest**

[www.spjwash.org](http://www.spjwash.org), Seattle, Wash., 5/08

- First place: Spot News, "A tragic end to a troubled life."
- First place: Minorities, "They're good homes."
- Third place: Environment and Energy, "Skagit Warming," eight-part series
- Third place: Crime and Justice, "Deadly love triangle shocks community."



## Council Agenda Coversheet

Council Date: 09/16/2014

Category: Consent Calendar

Agenda Item: C12

Key Element: Key 3 - Economic Vitality

Subject: RES 131-14, AUTHORIZING APPLICATION FOR INTEGRATED PLANNING GRANT FROM ECOLOGY

Department: Community and Development Services

Ordinance/Resolution: 131-14

Reference:

Document Type: Resolution

**Recommended Motion:**

Adopt Resolution No. 131-14 authorizing staff to submit an application for an Integrated Planning grant from the Washington State Department of Ecology.

**Summary:**

Columbia Point Tracts D & E remain undeveloped after several attempts to market the property. One of the challenges of this site is the former landfill, which is physically located in between the developable portion of property and the waterfront. Because of the landfill, the Washington State Department of Ecology considers this site to be a "brownfield." In discussions with Ecology staff, it appears that Tracts D & E would qualify for state grant funding to prepare and analyze options for the development of the site. This "Integrated Planning Grant" is a non-matching grant for up to \$200,000 for the planning and analysis of brownfield redevelopment sites. Among the options that could be explored with this grant is the economic feasibility of removing the landfill and opening the waterfront to private development. It is possible that the increase in land value from this kind of waterfront development would more than fund the cost of cleaning up the landfill. Even if it is unfeasible to remove the landfill, the study would help the City determine the highest and best use of the property.

A more detailed analysis of the benefits and potential risks related to the grant are included in Attachment 2 - Memo Regarding Integrated Planning Grant Application. A blank copy of the grant application form is included as Attachment 3.

**Fiscal Impact?**

☒ Yes ☐ No

If awarded, this grant will provide up to \$200,000 in funding for site analysis for Tracts D & E of Columbia Point. If grant is awarded and award is approved by City Council, the grant proceeds and associated analysis costs would need to be added to the Industrial Development Fund operating budget. Depending on timing, this could be in either the 2014 or 2015 budget.

**Attachments:**

- 1) RES 131-14 IPG App Request
- 2) Memo Regarding Integrated Planning Grant Application
- 3) IPG Grant Application

City Manager Approved:

Johnson, Cindy  
Sep 11, 13:39:06 GMT-0700 2014

RESOLUTION NO. 131-14

A RESOLUTION of the City of Richland authorizing staff to submit application for integrated planning grant from the Washington State Department of Ecology.

WHEREAS, the Washington Department of Ecology provides Integrated Planning Grants to support the ultimate development of brownfield sites; and

WHEREAS, Tracts D & E of Columbia Point qualify as a brownfield site; and

WHEREAS, grant funds, if awarded, will be used to develop studies that facilitate the development of Tracts D & E of Columbia Point.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that staff is authorized to submit application for the Integrated Planning Grant from the Washington State Department of Ecology.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 16<sup>th</sup> day of September, 2014.

---

DAVID W. ROSE  
Mayor

ATTEST:

APPROVED AS TO FORM:

---

MARCIA HOPKINS  
City Clerk

---

HEATHER KINTZLEY  
City Attorney



## MEMORANDUM

TO: Richland City Council

FROM: Redevelopment Development Division

THROUGH: Cindy Johnson, City Manager

DATE: September 16, 2014

SUBJECT: Columbia Point Tracts D & E Integrated Planning Grant Application

### **ISSUE:**

Columbia Point Tracts D & E remain undeveloped after the issue of a Request for Proposals (RFP) for development of the site. Proposals have been received for other sites (Tracts J1 & J2) included in the original RFP. An investment in preliminary planning and site analysis will enhance marketing efforts, improve value and help achieve build-out of Columbia Point. Staff has identified a grant from the Washington State Department of Ecology that can fund the planning while addressing other site constraints to development. This "Integrated Planning Grant," is a non-matching grant for up to \$200,000 for the planning and analysis of brownfield redevelopment sites.

### **RECOMMENDATION:**

Authorize staff to submit application for Integrated Planning Grant from the Washington State Department of Ecology.

### **BACKGROUND:**

On December 6, 2013 Community & Development Services issued a Request for Proposals for the development of a mixed use entertainment retail project at Tracts D & E of Columbia Point. No responses were received in regard to the development of this site. Staff determined that an alternative approach was necessary to effectively market the development opportunity.

Developing key portions of the due diligence package for a site like this will increase its desirability and value. The reports will address economic, legal, and environmental feasibility of the development of a project at this site. The current vision for the site is entertainment retail. The studies will test the validity of the vision, recommend improvements to the site, clarify the vision, and provide the documentation that forms the basis for marketing the properties and vision.

To achieve this, three feasibility studies, a design concept, and community outreach will be conducted to evaluate the site and the vision. The feasibility studies are economic, legal, and environmental in nature. The economic study will validate the financial viability of the project, and provide alternative uses. The legal feasibility will provide analysis of the relevant municipal, state, and federal requirements for development on the riverfront property. The environmental

analysis will clarify how the closed landfill may affect future development while identifying options for cleaning up the site and making it fully available for development. Finally, the design concept will be based on the three studies, input from the community, and the original vision.

The overall goal with regard to the disposition of the sites is to reduce uncertainty regarding the site. By reducing uncertainty, we can increase demand for the site and ultimately achieve a higher price, than would be otherwise feasible.

Conducting such a thorough analysis while engaging the community can easily cost well over \$150,000. Staff has identified an integrated planning grant from the Washington State Department of Ecology that supports planning for the redevelopment of brownfield sites. The historic landfill at this site makes it eligible for such funding. The grant does not require matching funds and can be used for all of the previously identified components of the project analysis.

The project is not without risk. Investigating a closed landfill that is more than 50 years old may result in unexpected findings. However, based on previous reports and characterization of the site, we believe that the landfill contains mainly garbage, trash, and refuse. It was established in 1953 and operated by the Public Works Department of the General Electric Company. Previous studies identified high levels of various metals in ground water in the immediate vicinity of the landfill and identified decomposition of waste as a likely source. It is not clear what effect the passage of approximately 20 years has had on these levels. The studies identified herein will characterize the conditions and provide recommended actions.

#### **FISCAL IMPACT:**

Approval of this recommendation by City Council may result in up to \$200,000 in new funding for use in this planning study.

#### **FINDINGS:**

The Washington Department of Ecology provides integrated planning grants to support the eventual development of "Brownfield" sites.

The site of an historic landfill qualifies as a brownfield site.

Preparation of economic, legal, and environmental feasibility studies along with a development plan will facilitate the ultimate development of the site.

#### **APPLICABLE CODE:**

N/A

#### **REFERENCES:**

"Results of a Systematic Subsurface Inventory at the Proposed Columbia Point Development Richland, Washington," Historical Research Associates, Inc., April 20, 1994.

"Final Report Level 1 Environmental Site Assessment Columbia Point Richland, Washington," Shannon & Wilson, Inc., April 1994.

"Final Report Level 2 Environmental Site Assessment Columbia Point Richland, Washington," Shannon & Wilson, Inc., July 1994.

<http://www.ecy.wa.gov/programs/tcp/brownfields/IP-grants.html>



Department of Ecology  
WASTE 2 RESOURCES PROGRAM

## Application for Remedial Action Grant

### PART I - GENERAL INFORMATION

#### 1. APPLICANT INFORMATION

Name

\_\_\_\_\_

Address

\_\_\_\_\_  
(Street or PO Box No.)

Dept/Div

\_\_\_\_\_

\_\_\_\_\_  
(Town/City, State and ZIP+4)

Tax ID Number \_\_\_\_\_

Applicant Type (Check appropriate box)

☐ City

☐ County

☐ Port (or Special Purpose District)

☐ Other (Specify)

#### 2. PROJECT INFORMATION

SITE NAME

SITE RANK

FACILITY SITE ID

#### 3. PROJECT COST

#### 4. PROJECT PERIOD

A. Total Project Costs

\$

\_\_\_\_\_

From

(Date of earliest costs incurred)

B. Total Grant Eligible Costs

\$

\_\_\_\_\_

To

(Projected completion date)

C. Total Grant or Loan Requested  
(State Share)

\$

\_\_\_\_\_

State Match Percent Requested  
(Typical is 50%)

\_\_\_\_\_

#### 5. AGREEMENT REQUESTED

☐ Independent Remedial Action Grant- VCP # \_\_\_\_\_

☐ Oversight Remedial Action Grant

☐ Safe Drinking Water Action Grant

☐ Areawide Groundwater Contamination Grant

☐ Derelict Vessel Grant

☐ Standard or Extraordinary Financial Hardship Loan

☐ Integrated Planning Grant

☐ Other

\_\_\_\_\_

5A. For Oversight Remedial Action Grants: Project objectives will include:

☐ New substantial economic development

☐ Habitat restoration

☐ Public recreation

#### 6. INVESTMENT IN ENVIRONMENT (Environmental benefits resulting from the proposed project)

☐ Regulatory compliance with MTCA or CERCLA

☐ Restore or Protect Designated Beneficial Uses

☐ Eliminate a Public Health Emergency

☐ Other \_\_\_\_\_

\* Note: See Appendix E of RA Grant Guidelines for assistance.

#### 7. PROJECT LOCATION

Does the project address contamination that does or could affect the Puget Sound? ☐ Yes or ☐ No

County

\_\_\_\_\_

LAT/LONG

\_\_\_\_\_

Street Address

\_\_\_\_\_

Legislative District(s)

\_\_\_\_\_

\_\_\_\_\_

Congressional District (s)

\_\_\_\_\_

**8. CLEANUP AGREEMENT ASSOCIATED WITH THE PROJECT AND ITS ESTIMATED COMPLETION DATE**

- ☐ Consent Decree, Ecology/EPA      ☐ Agreed Order, Ecology      ☐ Administrative Order, EPA
- ☐ Prospective Purchaser Agreement      ☐ Enforcement Order, Ecology/EPA      ☐ Other

**Please Note: If your agreement is final, provide the Official Document Number and include a signed copy of the document with your application. Official Document No. \_\_\_\_\_**

**9. APPLICANT PROJECT MANAGER** (For technical questions about the site or project. Ecology Site Manager's primary contact. **This is a local government contact.**)

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone  
(Include Area Code) \_\_\_\_\_

Email Address \_\_\_\_\_

**10. ADMINISTRATION CONTACT** (For questions about payment requests. Ecology Grant Manager's primary contact. **This is a local government contact.**)

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone  
(Include Area Code) \_\_\_\_\_

Email Address \_\_\_\_\_

**11. Authorized signatory for grant – Who is authorized by your organization to sign grant agreements?**

**Signatory Name:** \_\_\_\_\_

**Signatory Title:** \_\_\_\_\_

Please Note: Some recipients require a special signatory page for their agreements that allows signature approval by multiple members of a city or county council, or port district. **I require a special signature page** ☐

**12. OTHER REQUIRED INFORMATION.** The following information is needed prior to drafting your grant agreement. For Oversight grants, it is not necessary to submit all of this at the time of application. (Attach separately or email to the grant manager.)

- **10 Year Grant Forecast** (oversight grants)- Forecast template: <http://www.ecy.wa.gov/biblio/ecy070352.html>
- **Spending Plan** (oversight, integrated planning)- Spending plan template: <http://www.ecy.wa.gov/biblio/ecy070108.html>
- **Copy of cleanup agreement, e.g. agreed order, consent decree, AOC** (oversight grants)
- **Copy of the No Further Action letter** (independent remedial action grants)
- **Copy of final cleanup report** (independent remedial action grants)
- **Copies of all invoices** (independent remedial action grants)
- **Copy of any special signatory pages** required for your agreement (all agreements/recipient dependent)

Ecology Publication # Ecy 070-104

*If you need this publication in another format, please call the Waste 2 Resources Program at (360) 407-6900. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.*

## PART II – PROJECT AND BUDGET INFORMATION

### SECTION A – Narrative Statement

Attach detailed site information on separate page. This should include:

- Short history/background of the site (site location, past and current site uses, ownership, contaminants of concern)
- Historic or current cleanup agreements relevant to the site (state or federal, consent decrees, agreed orders)
- Site's current status
- Overview / summary of the remedial activities performed in the past and those planned for the future.
- Outcomes expected, including planned land use
- Any existing agreements with consultants that will be grant funded
- Any existing scope of work approved by Ecology

### SECTION B – Proposed Scope Of Work

**Please Note: Provide specific details for each activity you want considered for grant funding.**

*~The grant manager approves costs during the payment process~*

TASK NAME AND ACTIVITIES DESCRIPTION  <i>Your Grant Manager may request more detail Attach additional pages and add tasks as needed</i>	TOTAL PROJECT COST	AMOUNT REQUESTED FROM ECOLOGY	AMOUNT/ SOURCE OF OTHER FUNDING	ESTIMATED START DATE	ESTIMATED COMPLETION DATE
<b>1. Grant and Project Administration</b> (Recipient staff costs required to manage the grant and project.)					
<b>2. Assessment &amp; Investigations</b> (Costs incurred planning and implementing site investigations, including Remedial Investigations (RI).)					
<b>3. Feasibility Study (FS)</b> (Costs required to plan and implement the FS and analysis of cleanup alternatives.)					
<b>4. Cleanup Actions</b> (Costs required to plan and implement the cleanup actions for the site; this includes the Cleanup Action Plan (CAP).)					
<b>5. Source Control</b> (Costs required to investigate and control the causes of contamination at the site.)					
<b>6. Monitoring</b> (Costs of planning and installing systems, and up to one year of long-term monitoring.)					
<b>7. Independent Remedial Actions</b> Actions performed subject to the department's review under the VCP or incorporated as part of the order or decree.					
<b>8. Integrated Planning Grant Activities</b> (Includes planning and public outreach)					
<b>9. Past Costs</b> Costs incurred prior to the signature date on the order/decreed. Work that will be approved by Ecology to be incorporated into the order/decreed.					
<b>10. Other (describe)</b>					
<b>TOTALS</b>					

**SECTION C – BUDGET FUNDING SOURCE****CONTRIBUTIONS, MATCH, AND OTHER GRANTS**

Amount and source of any other grants that fund the same activities	\$	Source of funds
	\$	Source of funds
Amount of any contribution from another potentially liable party (PLP)	\$	Source of funds
	\$	Source of funds
Amount of anticipated future contributions from other PLPs	\$	Source of funds

**Financial / Legal Contact regarding PLP Contributions and Insurance Company Settlements**

Name	
Title	
Address	
Telephone	
Fax	
Email	

MATCHING FUNDS BY SOURCE	Amount	Description
Cash		
General Obligation Bonds		
Insurance Settlements		
Local Improvement District (LID)		
Revenue Bonds		
Non-Ecology Grants (Identify)		
Other (Describe)		
<b>TOTAL MATCHING FUNDS</b>		

**PART III – CERTIFICATION AND AGREEMENT**

The undersigned representative certifies that the information submitted herewith is true and correct to the best of his/her knowledge and belief, and is authorized to sign and submit this application on behalf of their organization. (Consultants cannot sign or apply on behalf of a local government.)

The applicant agrees that if a grant is awarded on the basis of this application or any revision or amendment thereof, it will comply with all applicable statutory provisions and with the applicable terms, conditions, and procedures of the Department of Ecology grant regulation Ch. 173-322 WAC, and of the grant agreement.

The applicant certifies that they understand that the most recent version of the Remedial Action Grant Program Guidelines are applicable to any agreement resulting from this application.

Signature of Authorized Representative

Typed Name and Title

Date

Telephone No. (include area code)

# Instructions for Filling out the Remedial Action Grant Application

## Part I -- General Instructions

### 1. Applicant Information

- A. Name: Enter your agency's name.
- B. Department/Division: Enter the name of your department or division within the agency.
- C. Address: Enter your agency's mailing address.
- D. Tax ID Number: Enter your tax ID number. (We must have a tax ID number to write an agreement.)
- E. Type of Applicant: Identify your agency's classification, e.g. city, county, port, housing authority.

### 2. Project Information

- A. Enter the official site or project name. (E.g., Cascade Pole, Terminal 91, Focus Fidalgo, Duwamish).
- B. Enter the site Rank (1-5), if known.
- C. Enter the facility site ID number.

### 3. Cost of Project

- A. Enter the total cost of the project. This would include costs that aren't grant eligible, such as legal fees, contributions from other responsible parties, and costs of long-term monitoring after the first year.
- B. Enter the total of the costs eligible for grant funding. The non eligible costs have been deducted from the total cost of the project (to the best of your ability).
- C. Enter the amount that would be the state's share after deducting your match amount, and identify the state match percent you used to calculate this, for example 50% or 75%.

### 4. Project Period

Enter the estimated start and end date of the project. It is very important to identify the start date as the date of the earliest invoice you will want reimbursed under the grant agreement.

### 5. Type of Grant or Loan

Enter the type of grant or loan you are applying for. If you need help deciding, contact a grant manager for assistance. If you select independent remedial action grant, please include the VCP number for the site.

- A. Please identify if your project includes redevelopment that will result in new substantial economic development, or the project will include habitat restoration or public recreation development.

### 6. Investment in the Environment

Enter the environmental benefits that will result from the project. All should include regulatory compliance with MTCA or CERCLA.

### 7. Project Location

Enter the county the site is located in, the street address (if available) or nearest cross streets, latitude and longitude, and the legislative and congressional districts where the site is located.

### 8. Cleanup Agreement Associated With the Project and its Estimated Completion Date

Check the box for the type of settlement agreement that applies or will apply to your site. If your agreement has not yet been signed by all parties, please identify its expected completion date.

You must have signed a cleanup agreement before your grant can be finalized, but you may apply while it is under negotiation. Please submit a signed copy of your agreement with the application package if available,

or submit a copy once the agreement is finalized. If you have a draft agreement, submit that with your application.

## **9. Applicant Project Manager**

Enter contact information for the person who is the main point of contact for the Ecology site manager. This is the person who should be contacted if there are any technical questions about the project or site cleanup issues.

## **10. Administration Contact**

Enter contact information for the person who is the main point of contact for the Ecology grant manager. This is the person who should receive questions about payment requests or financial accounting issues. Unless directed otherwise, this is the person the grant manager will mail all grant related correspondence to.

## **11. Authorized Signatory for the Grant**

This is the name of the person who is authorized by your organization to enter into grant agreements. This information is needed to prepare the signatory page for the grant agreement. Some organizations require multiple signatures to enter into a grant agreement. Please indicate if you need a special signatory page in your agreement.

## **12. Other Required Information**

This section includes information about other information that is needed by the grant manager to draft an agreement. It is for your information to help prepare you to expedite the grant writing and/or funding allocation process. For oversight remedial action grants, this information does not have to be submitted with the grant application, but needs to be submitted prior to grant writing. For independent remedial actions, the additional information is required to complete your application package.

## **Part II – Project and Budget Information**

### **• Section A - Narrative Statement**

Address the items listed on additional sheets as necessary and attach to the grant or loan application. You may be asked to provide this to the grant manager in a Microsoft Word version to help facilitate the grant writing process.

### **• Section B – Proposed Scope of Work**

Enter the appropriate information for all project tasks for which you want grant funding and the estimated completion date for the activity or phase of work.

### **• Section C - Budget Funding Source**

Enter the information that shows where you will get the funds for the project.

Enter name of financial/legal contact information for tracking possible future contributions/settlements.

## **Part III – Certification and Agreement**

The application needs to be signed by an authorized representative of the applicant's organization. Consultants cannot sign grant requests for local governments. Only local governmental organizations can apply for remedial action grants. By signing the grant application, the applicant is acknowledging they understand the remedial action grant program rules and guidelines apply to any resulting grant agreements. The reader should note that Ecology also has requirements that are applicable to all agreements Ecology enters into. These are found in the "Yellow Book," Administrative Requirements for Recipients of Ecology Grants and Loans, Ecology publication number 91-18, revised September 2005.

# Ten Year Cost Forecast

For information on this financial model or to request changes to the model: please contact Lydia Lindwall (ECY) [lin461@ECY.WA.GOV] or 360-407-6067																			
5WH1DPH@																			
*UDQW1XP EHU																			
6XEP JMHG % \																			
) RHPDYW																			
State Fiscal Year																			
Element No.	Grant Element / Work Phase/ Or Site	2010 (7/1/09- 6/30/10)	2011 (7/1/10- 6/30/11)	2012 (7/1/11- 6/30/12)	2013 (7/1/12- 6/30/13)	2014 (7/1/13- 6/30/14)	2015 (7/1/14- 6/30/15)	2016 (7/1/15- 6/30/16)	2017 (7/1/16- 6/30/17)	2018 (7/1/17- 6/30/18)	2019 (7/1/18- 6/30/19)	2020 (7/1/2019 - 6/30/2020)	2021 (7/1/2020- 6/30/2021)	7FDDO	Requested Grant Amount (Current Biennium)	Additional costs by Biennium			
																2020	2021	2022	
1																			
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
Total Project Costs		\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$
Total State Share		\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$
' JHFWRQV																			
&RVW 9DOXH V (QWHUHG E \ 6WDWH )LVFDO <HDU 6KRXOG 5HSUHVH HQW 7RWDQ 3URMHFW &RVWV																			
6WDWH 6KDUH LV EHLQJ FDOFXODWHG DW WKLVPD\ YDU\ E\ ORFDWL RQ DQG ZLOO EH DGMXVWHG E\ WKH JUDQW PDQDJHU																			
8VH RQH ZRUN/KHW SHU VLWH LI \RX KDYH FRVW EUHDNRXWV IRU HDFKSWHW VH RI FOHDQXS RWKHUZZLVH \RX PD \ XVH RQH ZR																			



## Council Agenda Coversheet

Council Date: 09/16/2014

Category: Consent Calendar

Agenda Item: C13

Key Element: Key 2 - Infrastructure & Facilities

Subject: RES. 132-14, AMENDMENT OF CONSULTANT AGREEMENT FOR WASTEWATER SOLIDS PROJECT

Department: Public Works

Ordinance/Resolution: 132-14

Reference:

Document Type: Contract/Agreement/Lease

### Recommended Motion:

Approve Resolution No. 132-14, authorizing the City Manager to sign and execute an amendment to a Consultant Agreement with CH2M Hill to complete engineering design services for the Waste Water Treatment Facility Solids Upgrade Project in the amount not to exceed \$45,932.

### Summary:

The Waste Water Treatment Facility was originally constructed in 1985. The solids handling equipment has reached the end of its service life and was identified by Staff for replacement. This project was funded in the 2014-2030 Capital Improvement Plan. The original agreement adopted on May 6, 2014 by Resolution No. 61-14 was to hire CH2M Hill to validate selected equipment technology and complete engineering design as needed to complete the Solids Upgrade Project.

During initial design and sampling of the waste streams produced at the plant, it was determined by Staff and the Consultant that the lab testing results should be substantiated with on-site pilot testing of equipment from up to three different equipment manufacturer's. This amendment represents CH2M Hill's scope of work and design fees associated with this effort.

Staff has negotiated the proposed amendment and believes it represents a good value to the City. Staff recommends approval of this amendment.

### Fiscal Impact?

☒ Yes ☐ No

The original cost of the consultant agreement for engineering design services was not to exceed \$247,193. This amendment adds a not to exceed amount of \$45,932. Funding for this effort was previously approved by Council with approval of the 2014-2030 Capital Improvement Plan, page 116, in the amount of \$1,800,000. The project budget is sufficient to cover the costs of the amendment.

### Attachments:

- 1) Res. No. 132-14 WWTF Solids Upgrade-CH2M Hill Agrmt
- 2) WWTF Solids Upgrade - CH2M Hill - Mod 1

City Manager Approved:

Hopkins, Marcia  
Sep 12, 13:08:04 GMT-0700 2014

RESOLUTION NO. 132-14

A RESOLUTION of the City of Richland authorizing the amendment of a Consultant Agreement with CH2M Hill for engineering design services for the Wastewater Treatment Facility Solids Upgrade.

WHEREAS, the City of Richland constructed the Wastewater Treatment Facility in 1985; and

WHEREAS, City staff recommends upgrading solids equipment to replace the original equipment installed that has reached the end of its service life; and

WHEREAS, the 2014–2030 Capital Improvement Plan included funding estimated to support a Solids Equipment Upgrade at the Wastewater Treatment Facility; and

WHEREAS, City Council passed Resolution 61-14 authorizing the City Manager to sign and execute the Consultant Agreement between the City and CH2M Hill for the Wastewater Treatment Facility Solids Upgrade; and

WHEREAS, City staff and its consultant recommend performing on-site pilot testing of pre-qualified equipment vendors equipment to assist in project design refinement; and

WHEREAS, the original agreement with CH2M Hill did not include adequate scope or budget to support the on-site pilot testing; and

WHEREAS, staff recommends amending the agreement to provide additional support from CH2M Hill for the recommended pilot testing.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute the Consultant Agreement amendment between the City and CH2M Hill for the Wastewater Treatment Facility Solids Upgrade.

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 16th day of September, 2014.

---

DAVID W. ROSE  
Mayor

ATTEST:

APPROVED AS TO FORM:

---

MARCIA HOPKINS  
City Clerk

---

HEATHER KINTZLEY  
City Attorney



**CITY OF RICHLAND  
AGREEMENT WITH CH2M Hill  
CONTRACT No. 97-14**

**MODIFICATION # 1**

**I. RECITALS**

This is a modification to the professional services agreement related to WWTF Solids Upgrade project between the contracting parties, the City of Richland, Washington (hereinafter "City") and CH2M Hill, 295 Bradley Blvd, Richland, WA (hereinafter the "Consultant").

There is now in full force and effect between the parties an Agreement, City Contract #97-14 executed by the City on May 6, 2014.

The parties to this contract desire to modify said Agreement as follows;

**II. AGREEMENTS**

1. The Consultant shall provide services described in the attached Exhibit A – Amendment 1 Scope of Work for pilot testing of the solids handling equipment and are made part of this Agreement. Fees for the services shall be **\$45,932**, revising the agreement total to **\$293,125**.
2. Contract period shall remain the same/be extended.
3. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same.

**III. SIGNATURES**

**CITY:**

By: \_\_\_\_\_  
Cindy Johnson, City Manager

Date: \_\_\_\_\_  
Title

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Heather D. Kintzley, City Attorney

**CH2M HILL:**

By: \_\_\_\_\_  
Thomas J. Helgeson, Vice President  
& Area Manager  
295 Bradley Blvd., Suite 300  
Richland, WA 99352  
Phone: (509) 967-7531  
Email: Tom.Helgeson@CH2M.com  
Fax: (509) 252-1549

Date: \_\_\_\_\_

# EXHIBIT A – AMENDMENT 1 SCOPE OF WORK

## CITY OF RICHLAND WWTF SOLIDS UPGRADE PROJECT DESIGN

EXHIBIT A – AMENDMENT 1 SCOPE OF WORK .....	1
CITY OF RICHLAND WWTF SOLIDS UPGRADE PROJECT DESIGN .....	1
Thickening and Dewatering Pilot .....	1
Introduction.....	1
Task 1.1 Pilot Testing Protocol.....	1
Task 1.2 Vendor Selection .....	2
Task 1.3 Pilot Test Planning and Coordination.....	2
Task 1.4 Sampling and Analyses .....	3
Task 1.5 Develop Bid Approach.....	4
Compensation .....	4
Project Schedule.....	4
Attachments .....	4

### Thickening and Dewatering Pilot

#### Introduction

Following completion of the project definition reports, the City requested Consultant assistance in coordinating solids handling equipment pilot testing. The City desires to pilot test and compare rotary drum thickeners (RDT) for waste activated sludge thickening and 3-belt belt filter presses (BFP) (a.k.a thickening belt plus 2 belt vertical unit) for digested sludge dewatering from two or three vendors. Full-scale pilot testing of equipment is highly beneficial and would allow the City to focus specifications on vendors who are responsive and demonstrates good equipment performance. From this evaluation, the City would be in a favorable position to pre-select the vendor or select the vendor to base the design on, according to capital and present-worth cost criteria, and to complete design and procure equipment that will provide the most long-term benefits.

#### Task 1.1 Pilot Testing Protocol

The Consultant will develop a specific pilot testing protocol for WAS thickening and anaerobically digested solids dewatering equipment. Separate draft protocols for thickening and dewatering equipment testing will be submitted to the City for review. Final protocols will incorporate City comments and will be submitted prior to the start of equipment testing. Pilot test protocols will not be developed for each equipment vendor.

The protocol will provide a consistent approach to compare operational requirements and system performance and provide data to establish thickening and dewatering equipment design criteria. The test protocol will typically include the following:

- Pilot test schedule;

- Pilot test duration;
- Description of vendor equipment package to be tested;
- Detailed description of pilot test goals and testing approach to achieve goals;
- Monitored packaged system operational parameters;
- And sample frequency and laboratory analyses required.

## **Deliverables**

Rotary Drum Thickener Pilot Test Protocol

Belt Filter Press Pilot Test Protocol

## **Task 1.2 Vendor Selection**

The City will benefit from receiving equipment quotes only from top-tier manufacturers. No sludge is the same, and time spent evaluating expected performance from multiple vendors, and using multiple polymers, will pay off through appropriate design criteria and identifying equipment that meets or exceeds performance expectations.

Consultant will assist the City in the selection of RDT vendors for the thickening pilot test and BFP vendors for the dewatering pilot test. The Consultant will develop the advertisement document and selection criteria with the City. A draft advertisement will be submitted to the City for review. A single advertisement for qualifications of RDT vendors and BFP vendors will be issued.

The City will manage the advertisement process and receipt of qualifications. The Consultant will assist the City with evaluation of RDT and BFP vendors and will provide final vendor selection recommendations.

## **Task 1.3 Pilot Test Planning and Coordination**

Consultant will make arrangements with equipment vendors for pilot testing the WAS thickening and solids dewatering equipment. Consultant will perform the following activities for both thickening and dewatering pilot tests:

Coordinate with each vendor on equipment layout and materials staging; required utilities such as washwater and power, and other points of connection such as solids feed, thickened or dewatered solids loadout, and filtrate.

Coordinate with plant staff to identify a staging areas for equipment and materials and layout of vendor equipment to minimize disruption to plant operations.

Work with plant staff to identify utility connections from existing infrastructure and develop a plan to temporarily route utilities to the pilot test area. It is assumed that the same WAS or digested sludge source, power source, washwater connection, drain connection and temporary conveyance infrastructure can be used for each vendor.

Develop an overall pilot test schedule for both thickening and solids dewatering vendor pilot tests.

## **Deliverables**

Technical memorandum summarizing utility and process connections required for the vendors and approach to route utilities and process piping to the site.

Overall Pilot Test Schedule in Microsoft Project format.

## **Assumptions**

2-day duration to pilot test equipment from each vendor (1 day of setup and 1 day to run an 8 hour performance test.

Only 1 vendor (either thickening equipment or dewatering equipment) will be onsite at a time.

Equipment vendor will provide thickening or dewatering equipment and ancillary equipment and supplies including polymer feed system, polymer, and pilot system controls with data historian.

Coordination with plant staff for siting and utility connections do not require a site visit. Consultant will use existing facility drawings and coordinate via phone and email.

City will provide as-built drawings of the existing facility.

City will procure and make payment to equipment vendors for their required equipment-related services, and manpower-related services required to perform the pilot test.

City will procure and pay for temporary facilities to provide required utilities (power and water), process connections (WAS and sludge feed) to the pilot test area, and thickened WAS and dewatered solids disposal.

The level of effort includes an 18-hour allowance for the Consultant to coordinate with up to three equipment manufacturers for sludge thickening and dewatering testing respectively, which will be approved by the City.

## **Task 1.4 Sampling and Analyses**

The Consultant will coordinate with an offsite laboratory for analytical testing, will collect samples for offsite analytical testing based on the Pilot Testing Protocol, and will coordinate shipment of analytical samples. The Consultant will tabulate analytical results for comparison.

Pilot test analytical results are one factor of equipment performance. Another important factor is ease of operations, troubleshooting, and maintenance. Startup and shut down sequence of operations can have a large impact on operations. To better document operational observations, one Consultant representative will be onsite during the full duration of the pilot test for each vendor from setup to completion of the test period.

It is assumed that the equipment manufacturers will compile the test data and summarize the results. The Consultant will review data collected from the tests and make recommendations for incorporation of testing results into the Schematic Design for the Project.

## **Deliverables**

Tabulated results with qualitative pilot test observations.

Technical memorandum for WAS thickening summarizing pilot test results, observations and recommendations.

## **Assumptions**

1 total suspended solids sample of feed solids and thickened solids will be collected per hour for the 8 hours test duration (total of 16 solids samples per vendor)

1 total suspended solids sample of feed sludge and dewatered cake will be collected per hour for the 8 hours test duration (total of 16 solids samples per vendor)

The contracted offsite laboratory will provide sample bottles, coolers/packaging, and sample chain-of-custody documentation.

Vendor equipment availability is unknown at this time and thus pilot tests are not assumed to be concurrent. Therefore Consultant assumes up to 6 separate trips from Consultant's Bellevue, WA or Corvallis, OR office for pilot test observation and sampling. Each trip assumes three – 10-hour workdays including travel.

## **Task 1.5 Develop Bid Approach**

The Consultant will develop a proposed bid approach for WAS thickening equipment and solids dewatering equipment based on pilot test results. This will include an evaluated bid approach using performance guarantees and associated penalties

## **Deliverable**

Technical memorandum summarizing proposed bid approach for WAS thickening equipment.

Technical memorandum summarizing proposed bid approach for solids dewatering equipment.

## **Compensation**

Compensation is shown in the attached Budget Spreadsheet indicated as Attachment C.

Reimbursable expenses allowances are noted in Attachment C. Expenses may include consumables, shipping, travel and other expenses directly related to the project.

## **Project Schedule**

Integrate pilot testing of equipment with approved project schedule. It is anticipated the pilot testing would be completed by September 30, 2014

## **Attachments**

- Attachment C - Level of Effort/Compensation

## Attachment C - Level of Effort/Compensation

		CH2M HILL									
Richland WWTF Solids Upgrade		Sr. PM	Sr. Consult./QC	Process Engineer	Pilot Test Coordinator	Accounting	Admin	CH2M Labor Hours	CH2M Labor Dollars	Expenses	TOTAL CH2M LABOR & EXPENSES
		Fuller	D. Reynolds	Lei	Wille	Rosenbaum	Sheldon				
		Rate/Hr.	\$ 201.95	\$ 246.05	\$ 180.65	\$ 101.15	\$ 89.37	\$ 66.15			
Task	Amendment 1 - Pilot Testing Support										
	1.1 Develop Pilot Testing Protocol										
	Develop Thickening Pilot Test Protocol		2	8				10	\$ 1,937		\$ 1,937
	Develop Dewatering Pilot Test Protocol		2	8				10	\$ 1,937		\$ 1,937
	1.2 Vendor Selection										
	Thickening Vendors	1	2	8				12	\$ 2,221		\$ 2,221
	Dewatering Vendors	1	2	8				12	\$ 2,221		\$ 2,221
	1.3 Pilot Test Planning and Coordination										
	Pilot Test Utility Assessment and Planning	1			12	2	2	17	\$ 1,727		\$ 1,727
	Thickening Coordination	1			9			10	\$ 1,112		\$ 1,112
	Dewatering Coordination	1			9			10	\$ 1,112		\$ 1,112
	1.4 Sampling and Analyses										
	Thickening	2	6		98	1	3	110	\$ 12,080	\$ 3,030	\$ 15,110
	Dewatering	2	6		98	1	3	110	\$ 12,080	\$ 3,030	\$ 15,110
	1.5 Develop Bid Approach							0	\$ -		\$ -
	Thickening bid approach	2	4			1	1	8	\$ 1,544		\$ 1,544
	Dewatering bid approach	2	4			1	1	8	\$ 1,544	\$ 50	\$ 1,594
	Total Hours	13	28	32	226	6	10	0			
								317			
	TOTAL LABOR AND EXPENSES	\$2,625	\$6,889	\$5,781	\$22,859	\$536	\$662		\$ 39,517	\$ 6,110	\$ 45,627
	Labor will be billed at 3.15 Raw Labor Multiplier.										
									5% Expense Markup		\$306
								Total CH2M HILL Labor and Expense		\$	45,932



## Council Agenda Coversheet

Council Date: 09/16/2014

Category: Items of Business

Agenda Item: C14

Key Element: Key 2 - Infrastructure & Facilities

Subject: RESOLUTION 133-14 CONSULTANT AND INTERLOCAL AGREEMENT FOR WATER FEASIBILITY STUDY

Department: Public Works

Ordinance/Resolution: 133-14

Reference:

Document Type: Resolution

### Recommended Motion:

Approve Resolution No. 133-14 authorizing the City Manager to sign and execute a Consultant Agreement with RH2 Engineering, Inc, and sign and execute an Interlocal Agreement with Kennewick and West Richland for the Regional Water Supply Feasibility Study Update.

### Summary:

In 2003, West Richland, Kennewick, and Richland collaborated on a study for a regional water treatment facility. The study was to leverage the Kennewick Irrigation District and the Bureau of Reclamation's planning efforts to build a large irrigation pumping station on the Columbia River in the Tri-Cities. The pumping station was not built, and the 2003 study is now obsolete. Long range water system planning for the three Cities continues to include a new treated water source. With land development continuing in all three cities, Kennewick, Richland and West Richland have a renewed interest in planning for a regional water treatment facility and identifying potential sites.

Staff coordination led to an approach in which Richland would take the lead on an update to the 2003 feasibility study. Richland sent out a Request for Proposals (RFP), and with the collaboration of Kennewick and West Richland, the Cities selected RH2 Engineering, Inc to complete an update of the original 2003 plan. A scope of work and budget was negotiated and is included in the attachments.

The Cities of Kennewick, Richland and West Richland have developed the attached Interlocal Agreement to establish roles and support funding for the updated study. Each City will pay one third (1/3) of the cost of the study with Richland taking the lead with managing the consultant. The Cities anticipate the study will provide a recommendation for siting of the future regional water treatment facility with each City retaining the right to determine their participation in the future site acquisition.

### Fiscal Impact?

☒ Yes ☐ No

The Water Treatment Plan Site Acquisitions' current available budget of \$120,000 was authorized by Council in the 2013 and 2014 Capital Improvement Plans, pages 151 and 101 respectively. The proposed study contract is for an amount not to exceed \$55,062. No additional funding is needed to proceed with this work.

### Attachments:

- 1) Res. No. 133-14 RH2 Engineering
- 2) RH2 Consultant Agreement
- 3) Interlocal - Regional Water Supply Facility Feasibility Study

City Manager Approved:

Johnson, Cindy  
Sep 11, 13:41:08 GMT-0700 2014

## RESOLUTION NO. 133-14

A RESOLUTION of the City of Richland authorizing the execution of a Consultant Agreement with RH2 Engineering, Inc. to complete an update to the 2003 Regional Water Supply Feasibility Study and an Interlocal Agreement with Kennewick and West Richland.

WHEREAS, Richland, Kennewick, Pasco, and West Richland were granted Washington State Surface Water Right Permit S4-30976 ("Permit") on September 15, 2003; and

WHEREAS, the Permit requires the Parties to cooperate in water resource planning; and

WHEREAS, the Cities of Richland, Kennewick, and West Richland collaborated on a 2003 study to plan for a shared water treatment facility. The study leveraged Kennewick Irrigation District, U.S. Bureau of Reclamation planning efforts occurring at the time around a large water pumping station to be located on the south shore of the Columbia River; and

WHEREAS, the 2003 study did not result in actionable plans and is now obsolete; and

WHEREAS, Richland, Kennewick, and West Richland have renewed interest in water treatment facility planning; and

WHEREAS, private land acquisition and development has advanced substantially since 2003, thereby reducing available real estate for a future treatment facility; and

WHEREAS, to properly prepare for potential land acquisition for the siting of a regional water treatment plant, Richland, Kennewick and West Richland have agreed to provide funding to update the 2003 Regional Water Supply Feasibility Report; and

WHEREAS, Pasco did not participate in the 2003 study and has chosen not to participate in the update; and

WHEREAS, Richland, Kennewick and West Richland staff have collaborated and selected RH2 Engineering, Inc. to complete the update and to negotiate a scope of work and budget for the study; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute the Interlocal Agreement with Kennewick and West Richland supporting the study and to sign and execute the

Consultant Agreement between the City and RH2 Engineering, Inc. for the Regional Water Supply Feasibility Study Update.

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 16<sup>th</sup> day of September, 2014.

---

DAVID W. ROSE  
Mayor

ATTEST:

APPROVED AS TO FORM:

---

MARCIA HOPKINS  
City Clerk

---

HEATHER KINTZLEY  
City Attorney

Contract No. \_\_\_\_\_



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

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and RH2 Engineering, 114 Columbia Point Drive, Richland, WA 99352 (hereinafter referred to as the "Consultant").

#### **WITNESSETH:**

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

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide an update of previous water feasibility studies, identify up to three (3) sites for a regional water treatment facility, identify system improvements to support distribution of water through interties between Richland, Kennewick and West Richland and other work as identified in the Scope of Work for the Regional Water Supply Feasibility Study Update.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
  - (i) [Exhibit A: RH2 Scope of Work
- c) This Agreement consists of this Agreement, the above referenced Exhibit(s) and other documents listed below. These form the entire Agreement between the parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
  - (i) City of Richland Agreement No. \_\_\_\_\_
  - (ii) Exhibit A: RH2 Scope of Work
  - (iii) City Richland RFP 14-18

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

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Richland representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional

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meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.

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

**3) TIME FOR BEGINNING AND COMPLETION**

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by March 31, 2015.

**4) PAYMENT**

- a) For services rendered under this Agreement, the City shall pay the Consultant an amount not to exceed Fifty-Five Thousand Sixty-Two Dollars (\$55,062) to complete the services rendered under this Agreement. Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A, Scope of Work.
- b) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices
- c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in

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connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

**5) INDEPENDENT CONTRACTOR**

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

**6) OWNERSHIP OF DOCUMENTS**

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

**7) TERMINATION**

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

**8) DISPUTE RESOLUTION**

- a) The City and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.

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- b) All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action.

**9) DEBARMENT CERTIFICATION**

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

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

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

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

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

**11) ATTORNEY'S FEES**

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

**12) INSURANCE**

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

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

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00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**13) INDEMNIFICATION / HOLD HARMLESS**

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

**14) STANDARD OF CARE**

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

**15) SUCCESSORS OR ASSIGNS**

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

**16) EQUAL OPPORTUNITY AGREEMENT**

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

**17) PARTIAL INVALIDITY**

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

**18) AMENDMENTS**

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

**19) CHANGE IN LAW**

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

**20) CONFIDENTIALITY**

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

**21) CHANGES OF WORK**

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

**22) EXTRA WORK**

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

*(Signature page to follow)*

Contract No. \_\_\_\_\_

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

CITY OF RICHLAND, WASHINGTON

CONSULTANT

\_\_\_\_\_  
CYNTHIA D. JOHNSON, ICMA-CM  
City Manager



Signature

ATTEST:

PAUL R CROSS, EXEC VP

Printed Name & Title

RH2 ENGINEERING  
114 COLUMBIA PT DR, SUITE C

RICHLAND, WA 99352

Address

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

Phone: 946-5181, ext 5452

APPROVED AS TO FORM:

Email: pcross@rh2.com

Fax: 946-4630

\_\_\_\_\_  
HEATHER D. KINTZLEY  
City Attorney

**EXHIBIT A**  
**Scope of Work**  
**City of Richland**  
**Regional Water Supply Feasibility Study**  
August 2014

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## **Background**

Available resources from the previous planning work will be utilized and relied upon to reduce the level of effort necessary for this Regional Water Supply Feasibility Report (RWSFR) update. Attached as **Exhibit B** is a list of data to be provided by the Cities of Richland, West Richland, and Kennewick (Cities) prior to commencement of the activities contained in this Scope of Work. To complete the activities within the schedule shown in the attached **Exhibit E**, the data needed to prepare the RWSFR shall be provided by the Cities by the date listed in **Exhibit B**.

## **Task 1 – Data Collection and Coordination**

**Objective:** Assist the Cities in collecting data necessary to complete the regional water system planning process.

### **Approach:**

- 1.1 Attend a kickoff meeting with Cities staff.
- 1.2 Coordinate with Cities staff during the data collection process. This includes coordinating via telephone, submitting the list of data needed, and reviewing data provided by the Cities.
- 1.3 Attend one (1) meeting with Cities staff to review collected data.

### **RH2 Deliverables:**

- Attendance at one (1) meeting with Cities staff.
- Attendance at one (1) meeting with Cities staff to review collected data.

## **Task 2 – Introduction and Existing Water System Descriptions**

**Objective:** Provide a description of components of the existing water system.

### **Approach:**

- 2.1 Review previous plans, existing system information and data, and facility as-builts.
- 2.2 Provide a brief overview of the history of the water systems using information from the previous water system plans, RWSFR, and historical summaries compiled and provided by the Cities. Include the current numbers of existing and approved service connections.
- 2.3 Describe the Cities' existing and future service areas, including the Urban Growth Areas, retail water service areas, and water service agreements. Include plans for expanding the current service areas.
- 2.4 Provide a brief overview of the operation of the existing water systems.

2.5 Prepare color figures of the following:

- Existing Water Systems
- Existing Systems Hydraulic Profile
- Service Areas

**RH2 Deliverables:**

- Chapter 1: Introduction, for the Cities review and comment.
- Chapter 2: Water System Description, for Cities review and comment.

**Task 3 – Land Use and Population**

**Objective:** Review planning-related documents and identify their impact on the Cities' water system. Develop growth curves representing low- and high-impact alternatives so that the schedule, cost, and effectiveness of the planning scenarios can be tested.

**Approach:**

- 3.1 Prepare and review an inventory of related plans to provide a summary of the impacts or constraints on the water systems. These include, but are not limited to, the Benton County Land Use Plan and the Growth Management Act (GMA) impacts on the Cities.
- 3.2 Identify current and projected housing trends and household sizes within the Cities' service area based on available information from Cities staff, as well as Benton County (County) and state population data.
- 3.3 Include a table of 20-year and 50-year population projections for both the Cities and the water service area that comply with the GMA.
- 3.4 Prepare a color figure of the Cities' land use.

**RH2 Deliverables:**

- Chapter 3: Land Use and Population, for Cities review and comment.

**Task 4 – Water Demands**

**Objective:** Review historical water use and forecast future water demands of the systems.

**Approach:**

- 4.1 Tabulate yearly totals of water supply from each supply facility for 2013.
- 4.2 Calculate per capita demands based on the average day demand (ADD) and water systems population data for 2013.
- 4.3 Calculate the number of equivalent residential units (ERUs) within the systems based on the water consumption and supply data.
- 4.4 Calculate the systems ADD based on the yearly water supply data for 2013.
- 4.5 Estimate each system's maximum day demand (MDD) and peak hour demand (PHD).
- 4.6 Document the historical demands for 2013.

- 4.7 Develop 20- and 50-year demand projections based on projected water system population data and historical per capita demands.
- 4.8 Describe the basis for and results of the existing and future water demand evaluation.
- 4.9 Attend one (1) meeting to present the results of the initial planning analyses to Cities staff.

**RH2 Deliverables:**

- Chapter 4: Water Demands, for Cities review and comment.

**Task 5 – Water Source and Quality**

**Objective:** Identify the Cities' methods of water treatment and prepare an inventory of existing water sources and water rights.

**Approach:**

- 5.1 Provide a detailed description of the existing water sources and type of treatment.

**RH2 Deliverables:**

- Chapter 5: Water Source and Quality, for Cities review and comment.

**Task 6 – Water Systems Analyses**

**Objective:** Evaluate each water system component to identify deficiencies and recommend improvements. Utilize the hydraulic models of the Cities' water system to perform hydraulic analyses.

**Approach:**

- 6.1 Calculate the quantity of water supply required for the existing and future conditions, and compare those requirements to each system's existing supply capability.
- 6.2 Based on the requirements contained in Washington Administrative Code (WAC) 246-290-235 and the most current DOH Water System Design Manual, calculate the quantity of water storage required for the existing and future systems and compare those requirements to the existing storage capacities of the systems.
- 6.3 Document the hydraulic analysis criteria and hydraulic model settings for the distribution systems analyses.
- 6.4 Combine the three (3) hydraulic models for the Cities into a single model and compile model data into a single database.
- 6.5 Using the hydraulic models of the water systems, perform a steady state hydraulic analysis of the systems simulating a peak hour demand (PHD) condition with no fire flows to determine the pressures and flow distribution during this demand condition.
- 6.6 Input future demand data into the hydraulic model's nodes using the results from the future water demand evaluation. Demand distribution shall be based on estimates of future growth allocations.
- 6.7 Based on the results of the existing systems hydraulic analysis and identification of supply deficiencies, identify and input proposed water system improvements and proposed alternative supply sources into the model. Improvements will focus on transmission lines between alternative

supply sources and potential interties in Zone 2 and 3 within Richland and Kennewick and Zone 4 in West Richland.

- 6.8 Repeat the analyses for the 20-year and 50-year projections until the existing supply deficiencies have been addressed.
- 6.9 Perform a desktop evaluation of the Cities' existing interties and identify supply deficiencies.
- 6.10 Perform an existing system capacity analysis (source and storage only) and a 20- and 50-year projected system capacity analysis to determine the unused, available system capacity expressed in ERUs. Prepare a 20- and 50-year projected system capacity analysis with proposed improvements. Document the criteria and results of the analyses.
- 6.11 Meet with Cities staff to discuss the system analyses, deficiencies and recommended improvements.
- 6.12 Prepare a color figure of the hydraulic model node diagram.

**Assumption:** If the Cities desire a more individual analysis of their systems on a zone-by-zone basis, RH2 will prepare a separate request for data together with a scope and fee to perform this deeper level of analysis.

**RH2 Deliverables:**

- Chapter 6: Water System Analysis, for Cities review and comment.
- Attendance at one (1) meeting with Cities staff.

## **Task 7 – Evaluate the Feasibility of Regional Treatment Facilities**

**Objective:** Evaluate the feasibility of regional treatment facilities and develop three (3) alternatives, including conceptual site plans, distribution improvements, and a list of equipment and processes to be used in each treatment alternative, to be used for Cities planning purposes.

**Approach:**

- 7.1 Based on the overall geography, source capacities, and other information developed in Tasks 1 through 6, create schematics of facilities needed by the Cities, a preliminary list of the equipment and processes to be included in each facility, and identify three (3) alternative site locations.
- 7.2 Meet with Cities staff to review and comment on facility schematics and preliminary equipment and process lists.
- 7.3 Develop preliminary conceptual site plans for each treatment facility. Refine and expand on the lists of equipment and processes to be included in each site.
- 7.4 Obtain a limited liability or subdivision guarantee report from the title company on each preliminary site showing current ownership and record matters that affect title, including the County's current valuation.
- 7.5 Meet with Cities staff to review and assess preliminary conceptual site plans, title company report, and equipment and process lists for each site.

**Provided by the Cities:**

- Review and comment on schematics, preliminary plans, and equipment and process lists and attendance at two (2) meetings.

**RH2 Deliverables:**

- Limited liability or subdivision guarantee reports on three (3) alternative sites.
- Schematics, preliminary plans, and equipment and process lists for each planned treatment facility.

## **Task 8 – Develop Detailed Implementation Plan**

**Objective:** Using the results of Tasks 1 through 7, identify the estimated cost and schedule to acquire property for build and equip the required facilities.

**Approach:**

- 8.1 Identify functions or facilities that can be regionalized or sized for future needs to improve long-term cost efficiency.
- 8.2 Identify likely locations for the proposed facilities.
- 8.3 Develop an implementation scenario with threshold action events (based on ERUs, when an action should be initiated).
- 8.4 Meet with Cities staff and present the scenario. Modify the scenario based on Cities comments.
- 8.5 Prepare a detailed implementation plan summarizing the modified scenario. Include recommendations regarding land and easement acquisition, and a proposed schedule for project planning, design, funding, and construction.

**Provided by the Cities:**

- Copies of documents and/or verbal direction regarding scheduling of implementation, facility location(s), and facility and equipment preferences affecting land size requirements.
- Review and comment on draft summary report, including requested modifications of scheduling, facility locations, and facility preferences affecting land size requirements.

**RH2 Deliverables:**

- Detailed implementation plan summarizing the findings from previous tasks that can be used to schedule acquisition and implementation, and facilities to include for cost recovery in pending and future Development Agreements. Include scopes of work for planning and design services and grant acquisition.

## **Task 9 – Executive Summary**

**Objective:** Prepare an executive summary to describe the key elements of the RWSFR.

**Approach:**

- 9.1 Identify the purpose of the RWSFR and summarize the major system characteristics and significant changes that have occurred since the previous RWSFR was completed.

9.2 Briefly describe the key issues in the RWSFR, including the following:

- Population and demand forecasts.
- System evaluation and deficiencies.
- Feasibility of regional water treatment, alternatives, and likely locations.
- Recommended improvements and schedule.

**RH2 Deliverables:**

- Executive Summary chapter for the Cities' review and comment.

**Task 10 – Appendices**

**Objective:** Prepare miscellaneous appendices for inclusion in the RWSFR.

**Approach:**

10.1 Include copies of water system facilities data, and model results.

10.2 Include copies of limited liability reports.

**RH2 Deliverables:**

- Miscellaneous appendices for inclusion in the RWSFR.

**Task 11 – Draft RWSFR Review and Printing**

**Objective:** Produce 95-percent draft copies of the RWSFR for review by Cities staff and update based on comments received from the review.

**Approach:**

11.1 Develop a cover that includes the RWSFR name and revision date and an index for the report.

11.2 Bind draft RWSFR documents in three-ring binder format. Print up to three (3) sets of the draft RWSFR for the Cities' review.

11.3 Meet with Cities staff to present an overview of the RWSFR recommendations and discuss comments from their review of the 95-percent RWSFR.

11.4 Revise the RWSFR based on Cities review comments.

**RH2 Deliverables:**

- Up to three (3) sets of the draft RWSFR in three-ring binder format.
- Attendance at one (1) meeting with Cities staff to present an overview of the draft RWSFR.

**Task 12 – Final Draft RWSFR Printing and Presentation**

**Objective:** Prepare a final draft of the RWSFR and submit it to review agencies and adjacent water purveyors.

**Approach:**

12.1 Attend one (1) meeting to present the completed RWSFR to Cities staff.

12.2 Bind the final RWSFR documents and print up to six (6) sets of the RWSFR and color figures.

- 12.3 Create an electronic PDF document, including chapters, appendices and figures of the RWSFR. The electronic RWSFR will contain hyperlinks and an organizational format that will be fully functional. Provide up to three (3) copies of the electronic plan on CD format.
- 12.4 Submit the final draft RWSFR to adjacent water systems for their review and comment.
- 12.5 Submit the final draft RWSFR to the County and DOH for their review.

**RH2 Deliverables:**

- Up to six (6) sets of the final draft RWSFR in three-ring binder format and three (3) copies in electronic PDF format on CD.

**Exhibit B**  
**Regional Water System Feasibility Study**  
**Data to be Provided by Cities**  
July 2014

The following list contains the information and data to be provided by the Cities of Richland, Kennewick, and West Richland that is needed to prepare the Regional Water System Feasibility Report. The list is organized according to the Scope of Work activities. The Engineering Fee Estimate for the project is based on this information being provided in whole on or before the date shown under the “Data Required” column of the project’s estimated schedule.

**Task 2 – Introduction and Existing Water System Descriptions**

1. Well data that includes a well name, location, pump curve (or pump manufacturer, model number, pump serial number and impeller diameter), pump intake depth, normal pumping rate, static water level, and water level at normal pumping rate.
2. Booster pump station data that includes pump station name, location, year constructed, number of pumps, pump curves (or pump manufacturer, model number, pump serial number, and impeller diameter), motor horsepower, ground elevation, normal pumping rate, and description of operation and control.
3. Reservoir information that includes reservoir name, location, year constructed, material, reservoir floor elevation, overflow elevation, diameter, ground elevation, operating levels (pump start level(s) for filling reservoir and pump stop level), fill pipe diameter, draw pipe diameter, and description of operation and control.
4. Pressure reducing station data that includes station name, location, main-line and by-pass control valve size, normal inlet pressure, outlet pressure set points, operational priority (lead, lag, second lag, etc.), ground elevation, and pressure relief valve size and set point (if relief valve is included).
5. List of check valves and zone valves (closed isolation valves between pressure zones) in the distribution system.
6. Intertie information that includes adjacent system name, location, water main size, control valve size and model number, and any other facility information.
7. Water treatment information that includes location of treatment facilities, type of treatment (disinfection, fluoridation, filtration, etc.), chemicals used and concentrations, method of metering, initial dosage amounts, and capacity of mixing or holding tanks.
8. Copy of GIS and AutoCAD® drawing files of the base map, existing water system and contours (if available).
9. Copy of latest Comprehensive Water System Plan.

**Task 3 – Land Use and Population**

1. Copy of the Cities Comprehensive Land Use Plan.
2. Copy of the previous Regional Water Supply Feasibility Report.
3. Service area maps that shows the existing and future retail service area boundaries.
4. Most recent population projections for the service areas and identify on a map the areas where growth is expected to occur.

5. List of planned developments, including the name of development, type of development, number of units, and development schedule.
6. Copy of GIS shape files or AutoCAD® file showing existing and future service area boundaries.
7. Copy of GIS shape files or AutoCAD® file showing existing and future land use.

**Task 4 – Water Demands**

1. Monthly water production totals from each source of supply for 2013.
2. Yearly metered water consumption totals for each customer class for 2013.
3. Average number of connections for each customer class for 2013 by pressure zone.
4. Total number of multi-family units served in 2013.
5. Copy of Regional Water Demand Forecast and Conservation Plan

**Task 6 – Water System Analyses**

1. As-built information for all required map and hydraulic model updates.
2. Copy of hydraulic model data files and node diagram.
3. Normal operating range of each reservoir (water elevation that well is called to fill reservoir or the normal drawdown in each reservoir).
4. List of desired water system improvements.
5. List of projects completed since the last Comprehensive Water System Plan. List can be descriptive or map based.
6. Copy of the Cities most recent 6-year Capital Facilities Plans.

**Task 10 - Appendices**

1. Copy of current service area agreement.
2. Copy of intertie agreements.
3. Copy of water ordinances.

**EXHIBIT C****City of Richland  
Regional Water Supply Feasibility Study****Estimate of Time and Expense**

Description		Total Hours	Total Labor	Subconsultant	Total Expense	Total Cost
Classification						
<b>Task 1</b>	<b>Data Collection and Coordination</b>					
1.1	Attend kickoff meeting	4	\$ 704	\$ -	\$ 60	\$ 764
1.2	Coordinate with Cities staff for data	2	\$ 302	\$ -	\$ 44	\$ 346
1.3	Attend one meeting to review data	2	\$ 302	\$ -	\$ 50	\$ 352
	<b>Subtotal</b>	<b>8</b>	<b>\$ 1,308</b>	<b>\$ -</b>	<b>\$ 153</b>	<b>\$ 1,461</b>
<b>Task 2</b>	<b>Introduction and Existing Water System Descriptions</b>					
2.1	Review previous plans and data	6	\$ 906	\$ -	\$ 114	\$ 1,020
2.2	Provide a brief overview of the water systems	3	\$ 388	\$ -	\$ 46	\$ 434
2.3	Describe existing and future service areas	2	\$ 302	\$ -	\$ 44	\$ 346
2.4	Provide a brief overview of operations	4	\$ 589	\$ -	\$ 51	\$ 640
2.5	Prepare color figures for water systems, hydraulic profile, and service areas	14	\$ 1,406	\$ -	\$ 442	\$ 1,848
	<b>Subtotal</b>	<b>29</b>	<b>\$ 3,591</b>	<b>\$ -</b>	<b>\$ 697</b>	<b>\$ 4,288</b>
<b>Task 3</b>	<b>Land Use and Population</b>					
3.1	Prepare and review an inventory of related plans on land use	2	\$ 302	\$ -	\$ 44	\$ 346
3.2	Identify projected housing trends together with state population projections	4	\$ 604	\$ -	\$ 79	\$ 683
3.3	Include a table of 20 and 50-year population projections	7	\$ 1,083	\$ -	\$ 91	\$ 1,174
3.4	Prepare a color figure of land use	12	\$ 1,222	\$ -	\$ 352	\$ 1,574
	<b>Subtotal</b>	<b>25</b>	<b>\$ 3,211</b>	<b>\$ -</b>	<b>\$ 566</b>	<b>\$ 3,777</b>
<b>Task 4</b>	<b>Water Demands</b>					
4.1	Tabulate yearly totals of water for 2013	9	\$ 1,409	\$ -	\$ 154	\$ 1,563
4.2	Calculate per capita demands based upon ADD and populations	3	\$ 453	\$ -	\$ 75	\$ 528
4.3	Calculate ERUs based upon consumption and supply	4	\$ 604	\$ -	\$ 79	\$ 683
4.4	Calculate systems ADD for 2013	4	\$ 645	\$ -	\$ 80	\$ 725
4.5	Estimate systems MDD and PHD	4	\$ 645	\$ -	\$ 80	\$ 725
4.6	Document historical demand in 2013	3	\$ 453	\$ -	\$ 75	\$ 528
4.7	Develop 20 and 50-year demands on the water systems	8	\$ 1,208	\$ -	\$ 149	\$ 1,357
4.8	Describe the basis for and results of existing and future demands	5	\$ 781	\$ -	\$ 56	\$ 837
4.9	Attend one meeting to present results	4	\$ 704	\$ -	\$ 60	\$ 764
	<b>Subtotal</b>	<b>44</b>	<b>\$ 6,902</b>	<b>\$ -</b>	<b>\$ 809</b>	<b>\$ 7,711</b>
<b>Task 5</b>	<b>Water Source, Rights, and Quality</b>					
5.1	Describe existing water sources and type of treatment	6	\$ 956	\$ -	\$ 33	\$ 989
	<b>Subtotal</b>	<b>6</b>	<b>\$ 956</b>	<b>\$ -</b>	<b>\$ 33</b>	<b>\$ 989</b>

	Description	Total Hours	Total Labor	Subconsultant	Total Expense	Total Cost
	Classification					
<b>Task 6</b>	<b>Water Systems Analyses</b>					
6.1	Calculate quantity of water supply required	4	\$ 604	\$ -	\$ 79	\$ 683
6.2	Calculate storage requirements for existing and future systems	9	\$ 1,400	\$ -	\$ 154	\$ 1,554
6.3	Document hydraulic analysis criteria	5	\$ 796	\$ -	\$ 84	\$ 880
6.4	Combine three (3) models into a single model and database	8	\$ 1,184	\$ -	\$ 121	\$ 1,305
6.5	Perform a steady state analysis of model for PHD	9	\$ 1,400	\$ -	\$ 154	\$ 1,554
6.6	Input future demand into model	7	\$ 1,098	\$ -	\$ 119	\$ 1,217
6.7	Identify improvements and alternative supplies for existing deficiencies	4	\$ 604	\$ -	\$ 79	\$ 683
6.8	Identify improvements and alternative supplies for future projections	6	\$ 906	\$ -	\$ 114	\$ 1,020
6.9	Perform desktop evaluation of existing interties and identify deficiencies	4	\$ 539	\$ -	\$ 77	\$ 616
6.10	Perform capacity analysis of source and storage for existing and future demands	5	\$ 796	\$ -	\$ 84	\$ 880
6.11	Meet with Cities to discuss analysis and deficiencies	4	\$ 704	\$ -	\$ 60	\$ 764
6.12	Prepare a color figure of hydraulic model node diagram	12	\$ 1,222	\$ -	\$ 352	\$ 1,574
	<b>Subtotal</b>	<b>77</b>	<b>\$ 11,253</b>	<b>\$ -</b>	<b>\$ 1,477</b>	<b>\$ 12,730</b>
<b>Task 7</b>	<b>Evaluate the Feasibility of Regional Treatment Facilities</b>					
7.1	Develop schematics of facilities at three (3) alternative sites	20	\$ 3,184	\$ -	\$ 309	\$ 3,493
7.2	Meet with the Cities to review and comment on schematics	2	\$ 402	\$ -	\$ 25	\$ 427
7.3	Develop preliminary conceptual site plans	32	\$ 5,160	\$ -	\$ 468	\$ 5,628
7.4	Obtain a limited liability report on ownership, valuation, and title issues	2	\$ 302	\$ -	\$ 44	\$ 346
7.5	Meet with the Cities to review preliminary site plans and valuation	2	\$ 402	\$ -	\$ 25	\$ 427
	<b>Subtotal</b>	<b>58</b>	<b>\$ 9,450</b>	<b>\$ -</b>	<b>\$ 870</b>	<b>\$ 10,320</b>
<b>Task 8</b>	<b>Develop Detailed Implementation Plan</b>					
8.1	Identify functions and facilities that can be regionalized	9	\$ 1,482	\$ -	\$ 46	\$ 1,528
8.2	Identify preferred locations for proposed facilities	6	\$ 988	\$ -	\$ 89	\$ 1,077
8.3	Develop an implementation scenario	7	\$ 1,107	\$ -	\$ 37	\$ 1,144
8.4	Meet with Cities and present scenario and modify as instructed	8	\$ 1,308	\$ -	\$ 130	\$ 1,438
8.5	Prepare detailed implementation plan with preferred scenario	16	\$ 2,353	\$ -	\$ 205	\$ 2,558
	<b>Subtotal</b>	<b>46</b>	<b>\$ 7,238</b>	<b>\$ -</b>	<b>\$ 507</b>	<b>\$ 7,745</b>
<b>Task 9</b>	<b>Executive Summary</b>					
9.1	State purpose of study and changes since last report	1	\$ 151	\$ -	\$ 40	\$ 191
9.2	Briefly describe key issues of the report	5	\$ 675	\$ -	\$ 53	\$ 728
	<b>Subtotal</b>	<b>6</b>	<b>\$ 826</b>	<b>\$ -</b>	<b>\$ 94</b>	<b>\$ 920</b>
<b>Task 10</b>	<b>Appendices</b>					
10.1	Include copies of water systems facilities data and model results	1	\$ 151	\$ -	\$ 40	\$ 191
10.2	Include copies of limited liability reports	3	\$ 258	\$ -	\$ 15	\$ 273
	<b>Subtotal</b>	<b>4</b>	<b>\$ 409</b>	<b>\$ -</b>	<b>\$ 56</b>	<b>\$ 465</b>

Description		Total Hours	Total Labor	Subconsultant	Total Expense	Total Cost
Classification						
<b>Task 11</b>	<b>Draft RWSFR Review and Printing</b>					
11.1	Develop cover and index for report	4	\$ 409	\$ -	\$ 47	\$ 456
11.2	Bind documents in 3-ring binder format	5	\$ 430	\$ -	\$ 481	\$ 911
11.3	Meet with Cities to present draft report	4	\$ 704	\$ -	\$ 60	\$ 764
11.4	Revise report based upon Cities comments	3	\$ 373	\$ -	\$ 18	\$ 391
Subtotal		16	\$ 1,916	\$ -	\$ 606	\$ 2,522
<b>Task 12</b>	<b>Final Draft RWSFR Printing and Presentation</b>					
12.1	Attend one meeting to present completed plan to Cities	4	\$ 704	\$ -	\$ 60	\$ 764
12.2	Print and bind report and figures	4	\$ 344	\$ -	\$ 112	\$ 456
12.3	Create PDF version of report	4	\$ 344	\$ -	\$ 18	\$ 362
12.4	Submit final draft to Cities for review and comment	2	\$ 172	\$ -	\$ 13	\$ 185
12.5	Submit final draft to DOH and County	3	\$ 323	\$ -	\$ 45	\$ 368
Subtotal		17	\$ 1,887	\$ -	\$ 247	\$ 2,134
<b>PROJECT TOTAL</b>		336	\$ 48,947	\$ -	\$ 6,115	\$ 55,062

## 2014 HOURLY RATES

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$201.00	Technician	IV	\$131.00
Professional	VIII	\$201.00	Technician	III	\$123.00
Professional	VII	\$192.00	Technician	II	\$92.00
			Technician	I	\$85.00
Professional	VI	\$180.00			
Professional	V	\$169.00	Administrative	V	\$124.00
Professional	IV	\$161.00	Administrative	IV	\$102.00
			Administrative	III	\$86.00
Professional	III	\$151.00	Administrative	II	\$72.00
Professional	II	\$141.00	Administrative	I	\$62.00
Professional	I	\$132.00			

## IN-HOUSE SERVICES

In-house copies (each)	8.5" X 11"	\$0.09	CAD Plots	Large	\$25.00
In-house copies (each)	8.5" X 14"	\$0.14	CAD Plots	Full Size	\$10.00
In-house copies (each)	11" X 17"	\$0.20	CAD Plots	Half Size	\$2.50
In-house copies (color) (each)	8.5" X 11"	\$0.90	CAD System	Per Hour	\$27.50
In-house copies (color) (each)	8.5" X 14"	\$1.20	GIS System	Per Hour	\$27.50
In-house copies (color) (each)	11 X 17"	\$2.00	Technology Charge	2.5% of Direct Labor	
			Mileage	Current IRS Rate	

## OUTSIDE SERVICES

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

**All Subconsultant services are billed at cost plus 15%.**

## CHANGES IN RATES

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.

**Exhibit E**  
**City of Richland**  
**Regional Water Supply Feasibility Report**  
**Estimated Schedule**  
**August 2014**

Plan Element	Data Required	2014					2015		
		Sept	Oct	Nov	Dec	Jan	Feb	Mar	
Scope of Work and Contract Authorization	n/a								
Data Collection	9/26/14								
Introduction and Existing System Description	9/26/14								
Land Use and Population	9/26/14								
Water Demands	9/26/14								
Water Source and Quality	9/26/14								
Water System Analyses	9/26/14								
Evaluate Regional Treatment Facilities	9/26/14								
Develop Detailed Implementation Plan	9/26/14								
Executive Summary	n/a								
Appendices	9/26/14								
Draft Plan Review and Production	n/a								
Final Draft Plan Production and Presentation	n/a								
Transmittal to Agencies/Agency Review	n/a								
Convert Plan to Digital Format on CD	n/a								

**"Data Required" = Date at which data listed in Exhibit B must be received to complete activities within schedule shown.**

# **INTERLOCAL COOPERATION AGREEMENT**

*Between*

**Cities of Richland, Kennewick and West Richland**

*For*

**Administration and Funding of a Regional Water Supply Facility Feasibility Report**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Richland (hereinafter "Richland"), the City of Kennewick (hereinafter "Kennewick"), and the City of West Richland (hereinafter "West Richland"), all municipal corporations of the State of Washington (referred to collectively as the "Parties"). This Agreement is made in conformance with and under the authority granted by RCW 39.34, the Interlocal Cooperation Act.

## **I. Recitals**

WHEREAS, Richland, Kennewick, Pasco, and West Richland were granted Washington State Surface Water Right Permit S4-30976 on September 15, 2003 (hereinafter "Permit"); and

WHEREAS, the Permit requires the Parties to cooperate in water resource planning; and

WHEREAS, the Parties entered into a Memorandum of Agreement, dated September 22, 2005, authorizing general administration of the Permit; and

WHEREAS, in 2003, Richland, Kennewick, and West Richland funded a Regional Water Supply Feasibility Report to advance collaborative long-range water treatment plant development; and

WHEREAS, the 2003 study is obsolete and did not result in a feasible plan for water treatment plant development; and

WHEREAS, Richland, Kennewick, and West Richland have renewed interest in water treatment facility planning; and

WHEREAS, private land acquisition and development has advanced substantially since 2003, thereby reducing available real estate for a future treatment facility; and

WHEREAS, to properly prepare for potential land acquisition for the siting of a regional water treatment plant, Richland, Kennewick and West Richland have agreed to provide funding to update the 2003 Regional Water Supply Feasibility Report; and

WHEREAS, Pasco did not participate in the 2003 study and has chosen not to participate in the update; and

WHEREAS, staff in Richland, Kennewick and West Richland have collaborated to select an engineering consultant and to negotiate a scope of work and budget for the study; and

WHEREAS, the Interlocal Cooperation Act contained in RCW 39.34 authorizes local governments such as the Parties to this Interlocal to contract for the joint conduct of activities which each of the parties is individually authorized to perform.

NOW, THEREFORE, the Parties hereby agree as follows:

## **II. Agreement**

### **Section 1. Purpose**

The purpose of this Interlocal Cooperation Agreement is to authorize a collaborative effort between the Parties to acquire a Regional Water Supply Facility Feasibility Report, and to determine the parameters for the contracting and funding of said report.

### **Section 2. Legal Entity**

No separate legal or administrative entity is created upon execution of this Interlocal Cooperation Agreement.

### **Section 3. Administration**

Richland shall award and administer the consultant agreement contemplated under this Interlocal Cooperation Agreement. The proposed consultant agreement is attached as Exhibit A.

### **Section 4. Funding and Contributions**

Consultant expenses shall be shared in three (3) equal amounts between Richland, West Richland, and Kennewick. Richland shall issue invoices to Kennewick and West Richland for their share of the study expenses. Invoices shall issue no more frequently than monthly. Scope and budget changes that increase the project budget may only be executed after written authorization from all three Cities.

### **Section 5. Property**

No real or personal property shall be acquired as a consequence of the execution of this Interlocal Cooperation Agreement. The Parties shall all receive at least one copy of the Regional Water Supply Facility Feasibility Report produced as a result of this Agreement.

### **Section 6. Additional Resources**

Richland, Kennewick, and West Richland will provide staff support to complete data requests, meeting attendance, and draft study reviews as needed to efficiently complete the study.

### **Section 6. Duration**

This Agreement shall expire twelve months after the close-out of the consultant agreement. The Parties may execute an Amendment to this Agreement to pursue site acquisition. All obligations to pay the respective one-third share to fund the study shall survive termination of this Agreement.

### **Section 7. Reservation of Rights**

Richland, Kennewick and West Richland anticipate that the study will provide recommendations for acquisition of a future water treatment plant site, with each City retaining the right to determine participation in a future site acquisition according to each City's priorities and available funding.

Section 8. Filing

Pursuant to RCW 39.34.040, this Agreement shall become effective upon filing with the Benton County Auditor after it is fully executed by all Parties.

Section 9. Modification

This Agreement may be amended or modified only in writing, and only with the written consent of each undersigned party.

Section 9. 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. To this end, the terms and conditions of this Agreement are declared severable.

IN WITNES WHEREOF, the Parties have signed this Agreement as of the day and year written above.

**CITY OF RICHLAND**

**CITY OF KENNEWICK**

\_\_\_\_\_  
CYNTHIA D. JOHNSON, ICMA-CM  
City Manager

\_\_\_\_\_  
MARIE E. MOSLEY  
City Manager

Approved as to Form:

Approved as to Form:

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

\_\_\_\_\_  
LISA BEATON  
City Attorney

**CITY OF WEST RICHLAND**

\_\_\_\_\_  
BRENT GERRY  
Mayor

Approved as to Form:

\_\_\_\_\_  
BRONSON BROWN  
City Attorney



## Council Agenda Coversheet

Council Date: 09/16/2014

Category: Consent Calendar

Agenda Item: C15

Key Element: Key 2 - Infrastructure & Facilities

Subject: RESOLUTION NO. 134-14, AMENDING THE 2014-2019 TRANSPORTATION IMPROVEMENT PROGRAM

Department: Public Works

Ordinance/Resolution: 134-14

Reference:

Document Type: Resolution

### Recommended Motion:

Adopt Resolution No. 134-14, amending the 2014 - 2019 six-year Transportation Improvement Program to include the George Washington Way / I-182 Access Study, and authorize staff to execute funding agreements and project documents with the Washington State Department of Transportation to implement the project.

### Summary:

The 2014-2019 Six-Year Transportation Improvement Program (TIP) was adopted by Council on June 18, 2013 by Resolution No. 43-13. On January 17, 2014 the Benton Franklin Council of Governments (BFCOG) awarded federal STP-UL funds in the amount of \$86,500 to the South George Washington Way Safety and Mobility Improvements project (STIP ID R020) for the purpose of coordinating with WSDOT and FHWA to study alternatives for the George Washington Way/Columbia Point Drive intersection to improve safety, mobility, and capacity. On February 4, 2014, Council adopted Resolution No. 12-14 amending the 2014-2019 TIP to include these additional funds in the Preliminary Engineering (PE) phase of the project.

Staff's recent activity to contract with WSDOT for use of these funds led to an obstacle. Federal Highway Administration (FHWA) staff determined that the use of the STP-UL funds as Preliminary Engineering is not appropriate because a design alternative has not been selected and the expenditure of these funds will not lead to a final, fully funded bid-ready construction project.

Planning studies are, however, an appropriate use of federal STP-UL funds for alternative development and evaluation. Staff is, therefore, proposing to add a project to utilize the funds as originally intended. The new project, George Washington Way / I-182 Access Study (STIP ID R030), must be added to the 2014-2019 TIP in order to get authorization to spend the federal funds. The South George Washington Way Safety and Mobility Improvements project (STIP ID R020) will also be revised to remove the STP-UL funds in the PE phase.

### Fiscal Impact?

☐ Yes ☒ No

This change only affects the allocation of funding sources to the various project phases. No change to the overall CIP project for South George Washington Way.

### Attachments:

- 1) Res. No. 134-14 2014-2019 TIP Amendment No.2
- 2) 2014 - 2019 TIP Amendment #2

City Manager Approved:

Johnson, Cindy  
Sep 11, 13:40:01 GMT-0700 2014

## RESOLUTION NO. 134-14

A RESOLUTION of the City of Richland approving amendments to the 2014-2019 Transportation Improvement Program to Include the George Washington Way / I-182 Access Study.

WHEREAS, RCW 35.77.010 requires local jurisdictions to prepare and adopt a perpetual six-year Transportation Improvement Program (TIP); and

WHEREAS, on June 19, 2012, Council adopted Resolution 54-12 amending the 2013-2018 TIP to change the name and description of the George Washington Way and Columbia Point Drive Intersection Safety Improvement project and add \$445,000 of federal Highway Safety Improvement Program (HSIP) grant funds to the project; and

WHEREAS, on January 15, 2013, the City received authorization from the Federal Highway Administration (FHWA) to begin spending the \$36,000 of Preliminary Engineering funds received; and

WHEREAS, staff recognized that the HSIP grant-funded scope of improvements would only be an interim solution to the issues impacting this busy intersection and began a reevaluation of the scope of improvements with the goal of gaining long term improvements in both capacity and safety; and

WHEREAS, the name of the project was changed to South George Washington Way Safety and Mobility Improvements project to more closely align with the scope of the project; and

WHEREAS, on February 13, 2013, staff requested and received approval to spend the \$36,000 of Preliminary Engineering funds to advance the planning effort for this project; and

WHEREAS, the George Washington Way / Columbia Point Drive intersection is the boundary between the state highway system managed by the Washington State Department of Transportation (WSDOT), and the City street system. Changes to this intersection will therefore require review and support from WSDOT; and

WHEREAS, preliminary joint planning work by the City and WSDOT has resulted in two alternatives being identified that offered long-term capacity and safety improvements; and

WHEREAS, pursuant to a public hearing on June 18, 2013, City Council adopted the 2014-2019 Six-Year Transportation Improvement Program by Resolution 43-13; and

WHEREAS, on January 17, 2014 the Benton Franklin Council of Governments (BFCOG) awarded federal STP-UL funds in the amount of \$86,500 for the South George Washington Way Safety and Mobility Improvements project; and

WHEREAS, on February 4, 2014, Council adopted Resolution No. 12-14 amending the 2014-2019 TIP to include these additional funds in the Preliminary Engineering phase of the project; and

WHEREAS, FHWA staff have determined that the STP-UL funds are not appropriate for this project because a design alternative has not been selected and the activities and funds will not lead to final bid-ready engineering plans; and

WHEREAS, planning activities are eligible activities for STP-UL funds; and

WHEREAS, staff is proposing to add a new planning project to the City's TIP to conform to FHWA guidance and the intended work effort as a planning study to identify a preferred alternative; and

WHEREAS, projects must be shown on the current TIP to utilize federal funding that year; and

WHEREAS, a TIP amendment is needed to obligate the federal funds that were received for use in 2014; and

WHEREAS, the proposed amendment is consistent with the city, regional and state transportation plans; and

WHEREAS, Local Agency Agreements and Local Agency Prospectus documents are also required by the Washington State Department of Transportation (WSDOT) to obligate federal funds for projects.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the amendments to the 2014-2019 Six-Year Transportation Improvement Program be authorized as follows, and staff is authorized to execute the standard Local Agency Agreements and Local Agency Prospectus documents necessary to obligate federal funds.

Section 1.0 Add a new planning project titled George Washington Way/I-182 Access Study (R030) with \$86,500 of secured federal STP-UL funds in the Preliminary Engineering phase.

Section 2.0 Revise the South GWW Safety and Mobility Improvements project (R020) to show only unsecured, planned funding for all phases.

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 16th day of September, 2014.

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DAVID W. ROSE  
Mayor

ATTEST:

APPROVED AS TO FORM:

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MARCIA HOPKINS  
City Clerk

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HEATHER KINTZLEY  
City Attorney



# Six Year Transportation Improvement Program From 2014 to 2019

Agency: Richland  
County: Benton  
MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	4	/ 000S(336) South GWW Safety and Mobility Improvements George Washington Way Columbia Pt. Dr. to Comstock Upgrade/reconfigure George Washington Way (GWW)including the intersections of GWW/Col. Pt. Dr./Adams St. and GWW/Comstock to provide improved safety, capacity, and mobility.	R020	09/16/14				03	P S T W		CE	Yes

Funding										Total Funds	
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds			
S	RW	2015	HSIP	6,000		0	0	6,000	0	6,000	
S	CN	2016	HSIP	403,000		0	0	403,000	0	403,000	
Totals				409,000		0	0	409,000	0	409,000	

Expenditure Schedule						
Phase	1st	2nd	3rd	4th	5th & 6th	
RW	0	6,000	0	0	0	0
CN	0	0	403,000	0	0	0
Totals	0	6,000	403,000	0	0	0



# Six Year Transportation Improvement Program From 2014 to 2019

Agency: Richland  
County: Benton  
MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	6	George Washington Way/I-182 Access Study George Washington Way Benham Street to I-182 Planning study to determine preferred alternative for George Washington Way/Columbia Point Drive/Adams Street intersection and corresponding ramp configurations with SR 240 and I-182 that form the south leg of the intersection.	R030	09/16/14				18		0.680		No

Funding							Total Funds	
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2014	STP(UL)	86,500		0	15,000	101,500
Totals				86,500		0	15,000	101,500

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	101,500	0	0	0	0
Totals	101,500	0	0	0	0

Grand Totals for Richland				Federal Funds	State Funds	Local Funds	Total Funds
				7,831,400	5,870,420	23,746,438	37,448,258



## Council Agenda Coversheet

Council Date: 09/16/2014

Category: Consent Calendar

Agenda Item: C16

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RESOLUTION NOS. 135-14 THROUGH 137-14 APPRECIATION FOR SERVICE ON THE ARTS COMMISSION

Department: City Attorney

Ordinance/Resolution: 135-14/137-14

Reference:

Document Type: Resolution

### Recommended Motion:

Adopt Resolution Nos. 135-14, 136-14 and 137-14 expressing appreciation to Stephanie Hartwig, Ronald Reed and Ellen Tomaszewski for their service on the Richland Arts Commission.

### Summary:

Stephanie Hartwig was appointed to the Richland Arts Commission (RAC) September 2, 2008, and served for six years until August 31, 2014.

Ronald Reed was appointed to the Richland Arts Commission (RAC) September 6, 2011, and served for three years until August 31, 2014.

Ellen Tomaszewski was also appointed to the Richland Arts Commission (RAC) September 2, 2008, and served for six years until August 31, 2014.

Fiscal Impact?

☐ Yes ☒ No

### Attachments:

- 1) Resolution No. 135-14
- 2) Resolution No. 136-14
- 3) Resolution No. 137-14

City Manager Approved:

Johnson, Cindy  
Sep 11, 13:33:36 GMT-0700 2014

RESOLUTION NO. 135-14

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Stephanie Hartwig for the service she rendered to the City as a member of the Arts Commission.

WHEREAS, Ms. Hartwig was first appointed to the Arts Commission September 6, 2008, and served six years until the end of her second term on August 31, 2014.

WHEREAS, she served as the chairman in 2013 and vice chairman in 2014; and

WHEREAS, during her tenure, provided excellent leadership and guidance to the commission, oversaw the installation of art in John Dam Plaza and the implementation of the annual Trash Can Art contest; and

WHEREAS, Ms. Hartwig has faithfully worked to bring awareness to arts and culture in the City of Richland; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to Stephanie Hartwig, their appreciation for the service she rendered to the City during her tenure as a member of the Arts Commission.

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 16<sup>th</sup> day of September 2014.

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DAVID W. ROSE  
Mayor

ATTEST:

APPROVED AS TO FORM:

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MARCIA HOPKINS  
City Clerk

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HEATHER KINTZLEY  
City Attorney

RESOLUTION NO. 136-14

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Ronald Reed for the service he rendered to the City as a member of the Arts Commission.

BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to Ronald Reed, their appreciation for the service he rendered to the City during his tenure as a member of the Arts Commission.

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 16<sup>th</sup> day of September 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

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

RESOLUTION NO. 137-14

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Ellen Tomaszewski for the service she rendered to the City as a member of the Arts Commission.

WHEREAS, Ms. Tomaszewski was first appointed to the Arts Commission in September 6, 2008, and served six years until the end of her second term on August 31, 2014.

WHEREAS, she served as the vice chairman of the Arts Commission in 2013; and

WHEREAS, during her tenure, the Arts Commission created and implemented the annual writers conference, Rivers of Ink; and

WHEREAS, Ms. Tomaszewski has faithfully worked to bring awareness to arts and culture in the City of Richland; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to Ellen Tomaszewski, their appreciation for the service she rendered to the City during her tenure as a member of the Arts Commission.

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 16<sup>th</sup> day of September 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

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



## Council Agenda Coversheet

Council Date: 09/16/2014

Category: Consent Calendar

Agenda Item: C17

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RES. NO. 138-14, ESTABLISHING A DATE TO MEET WITH WESTCHESTER ANNEXATION PROPONENTS

Department: Community and Development Services

Ordinance/Resolution: 138-14

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 138-14, establishing the regular Council meeting of October 7, 2014, as the date to meet with the proponents of the proposed Westchester annexation.

Summary:

Westchester Group Investment Management manages properties owned by Premiere Columbia Properties, LLC. Part of their holdings includes a 15.6 acre parcel located east of and adjacent to Dallas Road and south of I-182, which is located adjacent to the City's westernmost boundary. The property owners have need of City water and so are beginning the annexation process. As the proposed annexation consists of only a single parcel, the owners easily exceed the requirement that an annexation proposal be supported by property owners representing 60% of assessed valuation of the annexation area. State law requires that City Council hold a meeting with the proponents of an annexation proposal as the initial step in the annexation process. The draft resolution would set the Council's next regular meeting of October 7, 2014, as the time to meet with the annexation proponents.

Fiscal Impact?

☐ Yes ☒ No

Annexation does have fiscal impacts. Staff will provide an analysis at the time that a formal public hearing is scheduled before Council to consider the annexation proposal.

Attachments:

- 1) RES 138-14 Westchester Annex Set Mtg Date
- 2) Westchester Annexation Vicinity Map
- 3) Westchester Annexation Request Letter

City Manager Approved:

Johnson, Cindy  
Sep 11, 13:32:24 GMT-0700 2014

RESOLUTION NO. 138-14

A RESOLUTION of the City of Richland setting a meeting date to review a proposed annexation of approximately 15.6 acres located east of Dallas Road and south of I-82 in the Southwest ¼ of the Southwest ¼ of Section 20, Township 9 North, Range 28 East W.M., Benton County, Washington

WHEREAS, a written request for annexation to the City of Richland of approximately 15.6 acres was received from Westchester Group Investment Management, representing the property owner, Premiere Columbia Properties, LLC; and

WHEREAS, on September 16, 2014, the City Council was presented with the request; and

WHEREAS, RCW 35.13.125 requires the legislative body to set a date for a meeting with the parties who are initiating a request for annexation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City of Richland hereby establishes the regular City Council meeting date of October 7, 2014, as the date in which the Council will meet with the initiators of the annexation proposal.

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

PASSED by the City Council of the City of Richland at a regular meeting on the 16<sup>th</sup> day of September, 2014.

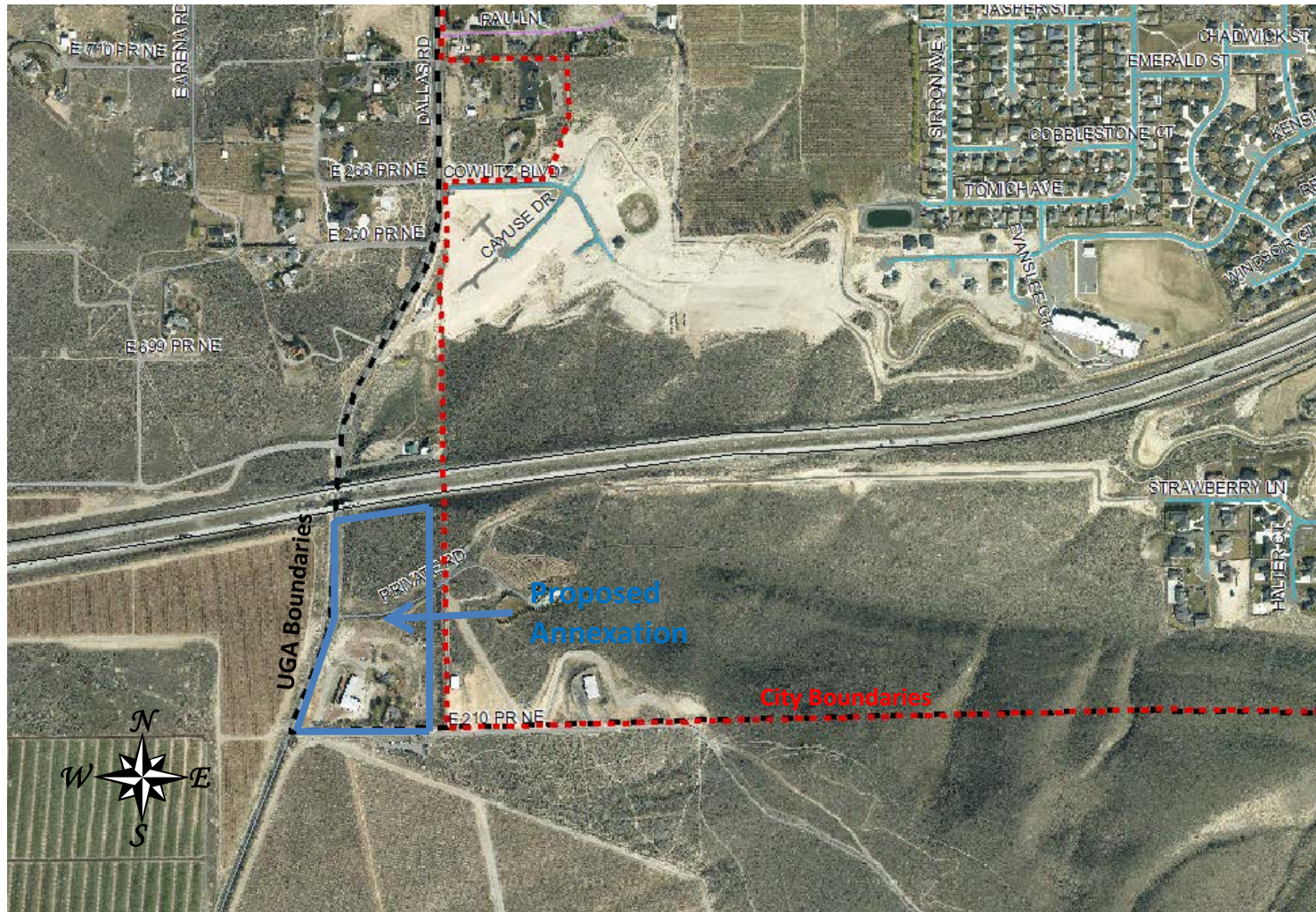
\_\_\_\_\_  
DAVID W. ROSE  
Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



## PROPOSED WESTCHESTER ANNEXATION



August 22, 2014

Mr. Rick Simon  
Development Services Manager  
City of Richland  
P.O. Box 190, MS#35  
Richland, WA 99352

Re: Request for Annexation  
Parcel #120983000001001

Dear Rick Simon,

The purpose of this letter is to inform you, on behalf of our clients Premiere Columbia Properties, LLC, we want to express interest in being considered for annexation into the City of Richland. Given our orchard has been surrounded by annexed properties; it is only prudent that we begin this process on behalf of our client.

Let us know if you have any concerns or questions regarding our request.

Sincerely,

Rory Robertson  
Executive Vice President  
Westchester Group Investment Management



## Council Agenda Coversheet

Council Date: 09/16/2014

Category: Consent Calendar

Agenda Item: C18

Key Element: Key 7 - Housing and Neighborhoods

Subject: RESOLUTION NO. 139-14, APPROVING THE FINAL PLAT OF WESTCLIFFE PHASE XII

Department: Community and Development Services

Ordinance/Resolution: 139-14

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 139-14, approving the final plat of Westcliffe Phase XII.

Summary:

The final plat of Westcliffe Phase XII consists of 26 single-family residential lots located west of the Plat of Westcliffe Phase XI, north of Gala Way and south of Meadow Hills Drive. The lots will be served by Gala Way and Meadow Hills Drive, which were both recently extended to the west to the edge of the plat boundaries, as well as two recently constructed local streets bisecting the plat in a north-to-south direction. The lots are served by power, water, sewer, irrigation and communications services.

Fiscal Impact?  
☒ Yes ☐ No

As with all new construction, the 26 future homes will add to the City's tax base but will also require City services.

Attachments:

RES 139-14 Approving Final Plat of Westcliffe Phase XII  
RES 139-14 Final Plat of Westcliffe Phase XII Maps  
RES 139-14 Final Plat of Westcliffe Phase XII Vicinity Map  
RES 139-14 Westcliffe Pre-Plat TAC Conditions\_S94-101

City Manager Approved:

Johnson, Cindy  
Sep 11, 13:36:53 GMT-0700 2014

ATTACHMENT G  
(S94-101-Amendment)

**RICHLAND PLANNING COMMISSION  
REVISED TECHNICAL ADVISORY COMMITTEE REPORT (S94-101)  
APRIL 3, 2002**

Note: The original Report was dated March 27, 2002 in preparation of the April 3, 2002 Planning Commission Hearing. Staff presented revised conditions at the April 3<sup>rd</sup> hearing, which are reflected by underlined and ~~strike through~~ typesyles.

APPLICANT: MILO BAUDER

REQUEST: AMENDMENT TO THE PREVIOUSLY APPROVED  
WESTCLIFFE PRELIMINARY PLAT, CHANGING THE  
LOCATION OF THE PROPOSED ACCESS ROAD.

LOCATION: SOUTH OF SHOCKLEY ROAD AND THE VINEYARDS  
SUBDIVISION

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

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

1. Fire hydrants capable of supplying the required fire flow and blue reflective markers shall be provided at locations approved by the Fire and Emergency Services Department.
2. Fire hydrants capable of delivering the required fire flow shall be provided prior to combustible construction.
3. Secondary Emergency Vehicle Access (SEVA) roads, shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. Bridges and roads must be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. A SEVA road shall be provided at the initial phase of development. If the Queensgate Drive extension serves as the initial access road for phase 1A of the development, then a SEVA road shall be constructed at or east of the proposed Westcliffe Boulevard alignment. An additional SEVA road will be required at or east of the proposed "F" street alignment at the time phase 1B is developed. If Westcliffe Boulevard is constructed as the initial access road, then a SEVA road shall be constructed at or near the proposed Queensgate Drive extension.

4. All street names shall be approved by the Fire and Emergency Services Department prior to recording of final plats for any phases.
5. The applicant must submit a written request for electrical service from the City of Richland, prior to the provision of electrical service.
6. Facilities fees shall be assessed at actual costs for main electrical feeds.
7. The proposed preliminary plat shall comply with all recommendations set forth in the Geotechnical Report prepared by Howard Consultants, Inc. dated January 28, 1994.
8. The proposal shall comply with all applicable comments and conditions set forth in the attached memorandum from Phil Pinard, City Engineer, dated March 25, 2002, as amended.
9. The Parks and Recreation Commission shall review the project for determination of compliance with Title 22 of the Richland Municipal Code, relating to parks dedication/fee payment.

CITY OF RICHLAND  
CIVIL AND UTILITY ENGINEERING  
DEVELOPMENT COMMENTS

Note: The original memo was dated March 25, 2002 in preparation of the April 3, 2002 Planning Commission hearing. Staff presented revised conditions which are reflected by underlined and ~~strike through~~ typesyles.

DATE: APRIL 3, 2002

TO: JEFF ROLPH, SENIOR PLANNER

PLAT REVIEW BY: PHIL PINARD, CITY ENGINEER

PROJECT NAME: WESTCLIFFE

PROJECT LOCATION: SOUTHWEST OF THE PLAT OF THE VINEYARDS

The Civil and Utility Engineering Division has reviewed the plat received in this office on March 7, 2002, for the above referenced property and has the following conditions.

1. All final plans for public improvements shall be submitted on a 24" x 36" format. When construction of the infrastructure has been substantially completed, the applicant shall provide 3 mil mylar record drawings to the City. The record drawings shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat. Mylar record drawings of the street lights are also required prior to the final inspection.
2. Any public access and utility easements, such as water, sewer, electrical etc., must be provided prior to final acceptance by the City.
3. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
4. A storm sewer system shall be designed to contain or pass a 25-year frequency storm. Provide storm drainage calculations based on a 25-year storm using the Benton County Hydrology Manual. Calculations shall be stamped by a professional Civil Engineer. Prior to discharging any storm drainage waters from paved surfaces into drainage ditches, groundwater, or a public system, an oil/water separator must be installed. The applicant's design shall provide runoff protection to downstream property owners. The project will require detailed erosion control plans. As per City ordinance 24.20.070, the storm drainage system installed as part of this plat may need to be oversized in order to handle the additional flow from future developments in the vicinity.
5. 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. Water lines shall be aligned on the south and east side of street centerlines.
  - D. Watermains larger than 8-inches in diameter shall be ductile iron.
  - E. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
  - F. 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.
  - G. A composite utility plan shall be included in the submitted plan set.
  - H. A detailed grading plan shall be included in the submitted plan set.

- I. 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 a minimum 10-foot wide public utility easement to be conveyed to the City of Richland.
  - J. 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.
  - K. All public improvements shall comply with the State of Washington and City of Richland requirements and codes.
  - L. All cul-de-sacs shall have a minimum radius of 45 feet to the face of curb to allow for adequate turning radius.
  - M. All public streets shall meet design requirements for sight distance (horizontal, vertical, and intersectional).
  - N. The final plans shall identify locations for irrigation, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes.
  - O. 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.).
  - P. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of acceptance by the City of Richland.
6. 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.
  7. If the project will be built in phases the applicant shall submit a new 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. The original master plan for the above-mentioned utilities has been negated by the changes to the preliminary plat.
  8. The proposed plat of Westcliffe is within the Tapteal 3 and 4 water pressure zones. Because of a lack of infrastructure the elevation of 710-feet has been agreed upon to be the cut-off for temporary use of Tapteal 2 water within this plat. As proposed, approximately 139 lots in the plat of Westcliffe have their meter elevation at or below the elevation of 710-feet, and may temporarily use Tapteal 2 water. The City's comprehensive water plan indicates that the watermain from the 16-inch Tapteal 2 mainline recently installed in Shockley Road to the site of the future Westcliffe Tapteal 3 pump station shall be 12-inches in diameter. This 12-inch transmission main shall be installed by the developer, and shall be designed to accommodate the installation of a future pump station in the vicinity of the intersection of Queensgate Drive and "Street A". It shall also be designed so that it may be switched over to Tapteal 3 at a future date so that the proper pressure zones may be established.
  9. The developer shall provide to the City, at no cost, the necessary land for the future pump station and reservoir site. This property shall be sufficient in size and location to meet the Cities requirements for the Tapteal 3 pressure zone.
  10. The portion of the pre-plat that is between the elevations of 800-feet and 945-feet will be required to be served by the Tapteal 4 water pressure zone. Domestic water for all homes within this elevation will have to come from a Tapteal 4 reservoir.
  11. In accordance with RMC 18.34.020, the City will reimburse the developer for any oversizing costs necessary to install the watermain from the existing 16-inch main in Shockley Road to the future pump station, and from the pump station to the future reservoir. The reimbursement shall be for the

amount needed to oversize the watermain from an 8-inch main to a 12-inch main, as specified in the City's comprehensive water plan.

12. The developer of the proposed preliminary plat shall contribute a pro-rata share towards the construction of traffic improvements (including but not limited to a future traffic signal) at the intersection of Keene Road and Shockley Road, and/or at the intersection of Keene Road and Westcliffe Blvd. The City Engineer and the developer have previously agreed on the amount of \$148 per lot, which shall be paid at the time of final plat and shall be set aside and used exclusively for the construction of said traffic improvements.
13. The Right-of-Way width for the portion of Queensgate Drive that needs to be constructed to serve this plat shall be 66-feet.
14. A note will be shown on the face of the final plat stating that Queensgate Drive is classified as a "Arterial Collector street" within the boundaries of the plat.
- ~~15. The preliminary plat map as submitted shows three canal crossings connecting this property with proposed arterial collector streets. Two of these arterial collector streets will have to be constructed to serve the Westcliffe plat once it is completely built out. Phases 1A and 1B (equaling 64 lots, as indicated on the preliminary plat map received in this office on March 7, 2002), may be constructed with Queensgate Drive & Shockley Road as the sole Arterial Collector route. If either of the other two canal crossings are built prior to the proposed Queensgate Drive/Shockley Road access, 200 lots may be served by either of these individual arterial collectors. The developer will be required to build each of the three canal crossings when the phase that is immediately adjacent to the crossing is constructed.~~
15. Chapter 12.02 of the Richland Municipal Code has established design year traffic volume ranges for City streets. Arterial Collector streets having a range of 1,000 to 4,000 ADT. The functional classification plan identifies three Arterial Collector streets providing access to the Westcliffe plat. The plat of Westcliffe may develop to the capacity limits of the Arterial Collector street. Existing traffic, if any, shall be accounted for in the total design volume. Lot development may be limited by the City Engineer until such time as traffic can be distributed over two Arterial Collectors or the City addresses temporary spikes in the design volume range or the City Council reclassifies one of the Arterial Collector Streets to a higher classification or the classification range is revised by the City Council.
16. Shockley Road from the western boundary of the plat of The Vineyards and Queensgate Drive from Shockley to the northern boundary of the KID canal shall be constructed by the developer to meet the City standard "rural street" section. The developer of the property abutting the Right-of-Way of either of these roads shall build them to their ultimate design width.
17. Shockley Road shall be constructed within the existing 40-foot Right-of-Way, and the design shall meet the approval of the City Engineer. The Right-of-Way shall be widened to its ultimate width (60-feet) when the adjacent property owners develop their property.
18. 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.

19. Ten-foot wide public utility easements will be required along both sides of all Right-of-Ways within the proposed plat.
20. An irrigation source and distribution system, separate from the City's domestic water system, shall be provided for this development. Easements shall be provided for this system where needed. The designing Engineer shall submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right-of-Way permit by the City.
21. Any proposed crossings of the KID canal with utilities or roadways shall be reviewed and approved by the Kennewick Irrigation District prior to acceptance of the final plat which required the crossing.
22. Any work within the public right-of-way or easements 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) shall be submitted along with the first submittal.
23. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
24. 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.

RESOLUTION NO. 139-14

A RESOLUTION of the City of Richland, approving the final plat of Westcliffe Phase XII subject to the conditions of approval of the Technical Advisory Committee report S94-101; adopting the findings of the Richland Planning Commission as the findings of the City Council and approving the final Plat of Westcliffe Phase XII.

WHEREAS, on April 6, 1994 the Planning Commission held an open record public hearing to consider the preliminary plat application of Westcliffe as submitted by Mark Bauder; and

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

WHEREAS, the City Council held a closed record hearing on the proposed Westcliffe preliminary plat application to consider the recommendation of the Planning Commission and approved the preliminary plat request; and

WHEREAS, the final plat application for Westcliffe Phase XII consisting of twenty-six (26) lots has been constructed in accordance with the approved preliminary plat.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Richland, Washington hereby approves the final plat of Westcliffe Phase XII, a copy of which is attached to this Resolution and which is incorporated herein by reference, subject to the conditions of approval contained in the Technical Advisory Committee Report S94-101, dated April 3, 2002 as amended.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 16th day of September, 2014.

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DAVID W. ROSE  
Mayor

ATTEST:

APPROVED AS TO FORM:

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MARCIA HOPKINS  
City Clerk

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HEATHER KINTZLEY  
City Attorney

# PLAT OF WESTCLIFFE PHASE XII, RICHLAND, WASHINGTON

SECTION 27, T. 9 N., R. 28 E., W.M.

## LEGAL DESCRIPTION

A PARCEL OF LAND, SITUATED IN THE SOUTH HALF OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, CITY OF RICHLAND, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 27; THENCE NORTH 88°16'57" WEST ALONG THE SOUTH LINE OF SAID SOUTH HALF A DISTANCE OF 14.68 FEET TO THE SOUTHWEST CORNER OF LOT 27 OF THE PLAT OF WESTCLIFFE PHASE IX, AS RECORDED IN VOLUME 15 OF PLATS, PAGE 422; RECORDS OF BENTON COUNTY WASHINGTON; THENCE LEAVING SAID PLAT OF WESTCLIFFE, PHASE IX AND CONTINUING NORTH 88°16'57" WEST ALONG SAID SOUTH LINE AND THE SOUTH LINE OF LOTS 15 AND 16 OF THE PLAT OF WESTCLIFFE, PHASE XI, AS RECORDED IN VOLUME 15 OF PLATS, PAGE 457; RECORDS OF BENTON COUNTY, WASHINGTON, A DISTANCE OF 233.40 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE NORTH 10°53'30" WEST ALONG THE WESTERLY LINE OF SAID LOT 16 A DISTANCE OF 120.07 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF GALA WAY AND A POINT ON CURVE; THE RADIIUS POINT BEARS NORTH 09°38'28" EAST, THENCE ALONG SAID CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 15°17'29", A RADIUS OF 1027.00 FEET AND AN ARC DISTANCE OF 274.09 FEET AND A CHORD BEARING OF NORTH 72°42'47" WEST TO A POINT ON CURVE AND BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 07°24'35", A RADIUS OF 1027.00 FEET, AN ARC DISTANCE OF 132.82 FEET AND A CHORD BEARING OF NORTH 81°17'45" WEST AND A CHORD DISTANCE OF 132.73 FEET TO A POINT OF TANGENT; THENCE NORTH 57°52'09" WEST A DISTANCE OF 527.00 FEET AND AN ARC DISTANCE OF 53.54 FEET TO A POINT OF TANGENT; THENCE NORTH 57°52'09" WEST A DISTANCE OF 308.89 FEET; THENCE NORTH 38°07'31" EAST A DISTANCE OF 54.00 FEET; THENCE SOUTH 57°52'09" EAST A DISTANCE OF 31.89 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 80°57'11", A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 39.83 FEET TO A POINT OF TANGENT; THENCE NORTH 27°17'41" EAST A DISTANCE OF 5.98 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 40°07'37", A RADIUS OF 180.00 FEET AND AN ARC DISTANCE OF 144.83 FEET TO A POINT OF TANGENT; THENCE NORTH 08°50'17" WEST A DISTANCE OF 274.29 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 04°43'07", A RADIUS OF 133.49 FEET AND AN ARC DISTANCE OF 108.84 FEET TO A POINT OF TANGENT; THENCE NORTH 13°33'23" WEST A DISTANCE OF 485.31 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 82°47'07", A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 40.48 FEET; THENCE NORTH 18°20'34" WEST A DISTANCE OF 54.00 FEET; THENCE SOUTH 73°39'34" WEST A DISTANCE OF 205.26 FEET; THENCE NORTH 14°50'44" WEST A DISTANCE OF 86.87 FEET TO THE SOUTHWEST CORNER OF LOT 5 OF THE PLAT OF WESTCLIFFE, PHASE XI, AS RECORDED IN VOLUME 15 OF PLATS, PAGE 338; RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH 86°02'04" EAST A DISTANCE OF 121.57 FEET TO THE SOUTHWEST CORNER OF LOT 4 OF SAID PLAT; THENCE NORTH 62°58'22" EAST A DISTANCE OF 117.42 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF SAID PLAT; THENCE NORTH 67°28'14" EAST A DISTANCE OF 18.52 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID PLAT; THENCE NORTH 67°34'14" EAST A DISTANCE OF 116.71 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT; THENCE NORTH 68°25'47" EAST A DISTANCE OF 114.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AND BEING THE SOUTHWEST CORNER OF LOT 12 OF THE PLAT OF WESTCLIFFE, PHASE IX, AS RECORDED IN VOLUME 15 OF PLATS, PAGE 420; RECORDS OF BENTON COUNTY, WASHINGTON; THENCE LEAVING SAID PHASE IX AND BEING THE NORTHWESTERLY RIGHT OF WAY MARGIN OF MEADOW HILLS DRIVE AND BEING A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF THE PLAT OF WESTCLIFFE, PHASE VII, AS RECORDED IN VOLUME 15 OF PLATS, PAGE 408; RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH 43°45'38" WEST ALONG SAID MARGIN AND ALONG SAID PHASE VII A DISTANCE OF 23.35 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID MARGIN AND SAID PHASE VII ON SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 08°21'31", A RADIUS OF 473.00 FEET AND AN ARC DISTANCE OF 89.00 FEET TO AN ANGLE POINT OF SAID PHASE VII; THENCE LEAVING SAID NORTHWESTERLY MARGIN AND CONTINUING ALONG SAID BOUNDARY LINE OF PHASE VII, SOUTH 37°52'09" EAST A DISTANCE OF 54.00 FEET TO A POINT ON THE SOUTHEASTERLY MARGIN OF SAID MEADOW HILLS DRIVE AND BEING A CORNER OF SAID PHASE VII AND BEING A POINT ON CURVE; THE RADIIUS POINT BEARS NORTH 37°52'09" EAST; THENCE ALONG SAID CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 72°51'10" A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 31.82 FEET AND CONTINUING ALONG THE BOUNDARY LINE OF SAID PLAT OF WESTCLIFFE, PHASE VII, TO A POINT OF REVERSE CURVE; THE RADIIUS POINT BEARS NORTH 30°18'14" EAST; THENCE ALONG SAID CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 08°22'41", A RADIUS OF 120.00 FEET AND AN ARC DISTANCE OF 13.36 FEET TO A POINT OF REVERSE CURVE; THE RADIIUS POINT BEARS NORTH 28°10'00" WEST AND SAID CURVE BEING A CORNER OF SAID PLAT OF WESTCLIFFE, PHASE VII AND THE PLAT OF WESTCLIFFE, PHASE IX, AS RECORDED IN VOLUME 15 OF PLATS, PAGE 405; RECORDS OF BENTON COUNTY, WASHINGTON; THENCE LEAVING SAID PLAT OF WESTCLIFFE, PHASE VII AND ALONG SAID PLAT OF WESTCLIFFE, PHASE XI, ON SAID CURVE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 71°55'12", A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 31.38 FEET TO A POINT OF TANGENT; THENCE SOUTH 17°42'12" WEST A DISTANCE OF 38.93 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 25°22'35", A RADIUS OF 120.00 FEET AND AN ARC DISTANCE OF 53.15 FEET TO A POINT OF TANGENT; THENCE SOUTH 14°42'22" EAST A DISTANCE OF 335.71 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05°04'29", A RADIUS OF 1180.00 FEET AND AN ARC DISTANCE OF 104.51 FEET TO A POINT OF TANGENT; THENCE SOUTH 08°50'17" EAST A DISTANCE OF 255.22 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05°04'11", A RADIUS OF 1220.00 FEET AND AN ARC DISTANCE OF 107.45 FEET TO A POINT OF TANGENT; THENCE SOUTH 14°40'05" EAST A DISTANCE OF 30.66 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10°17'25", A RADIUS OF 1020.00 FEET AND AN ARC DISTANCE OF 181.71 FEET TO A POINT OF REVERSE CURVE; THE RADIIUS POINT BEARS SOUTH 65°07'29" WEST; THENCE ALONG SAID CURVE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 47°50'51", A RADIUS OF 80.00 FEET AND AN ARC DISTANCE OF 65.74 FEET TO A POINT OF TANGENT; THENCE SOUTH 22°12'38" WEST A DISTANCE OF 84.46 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29°43'18" A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 40.48 FEET; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY LINE OF SAID PLAT OF WESTCLIFFE, PHASE XI, SOUTH 24°58'06" WEST A DISTANCE OF 54.00 FEET TO THE TRUE POINT OF BEGINNING.



## SURVEYOR'S CERTIFICATE

I, MICHAEL C. FOWLER, A REGISTERED LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG. 1921) HEREBY CERTIFY THAT THE PLAT OF WESTCLIFFE PHASE XII, AS SHOWN HEREON IS BASED UPON ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES AND CURVES ARE CORRECTLY SHOWN AND THAT THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS STAKED AS SHOWN ON THE PLAT.

MICHAEL C. FOWLER DATE

60 30 0 60 120 180  
SCALE IN FEET

## AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D., AT \_\_\_\_\_  
MINUTES PAST \_\_\_\_\_ M. AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS,  
PAGE \_\_\_\_\_, AT THE REQUEST OF MARK BAUDER.

BENTON COUNTY AUDITOR

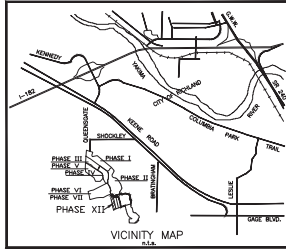
BY DEPUTY

SEE NUMBER

SHEET 1 OF 2  
PROJECT: 09914 REVISION: NONE  
JOB: C:\BAUDER\WESTCLIFFE\714\09914-1-1-2.DWG



PLAT OF  
WESTCLIFFE PHASE XII,  
RICHLAND, WASHINGTON  
SECTION 27, T. 9 N., R. 28 E., W.M.



IRRIGATION APPROVAL

AN AGREEMENT HAS BEEN REACHED WITH THE OWNERS OF THE PROPERTY SHOWN ON THIS PLAT FOR THE FUTURE ANNEXATION OF THIS PROPERTY INTO THE BADGER MOUNTAIN IRRIGATION DISTRICT AND THAT SAID DISTRICT AGREES TO PROVIDE IRRIGATION WATER TO SAID PLATTED LOTS AS SHOWN HEREON. I FURTHER CERTIFY THAT THE IRRIGATION EASEMENTS SHOWN ON SAID PLAT ARE ADEQUATE TO SERVE ALL SAID LOTS SHOWN HEREON FOR THE REQUIREMENTS OF ROW 58.17.310.

BADGER MOUNTAIN IRRIGATION DISTRICT \_\_\_\_\_ DATE \_\_\_\_\_

SURVEYOR'S CERTIFICATION

I, MICHAEL C. FOWLER, A REGISTERED LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG.#34587) HEREBY CERTIFY THAT THE PLAT OF WESTCLIFFE PHASE XII AS SHOWN HEREON IS BASED UPON ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COURSES ARE CORRECTLY SHOWN AND THAT THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS STAKED AS SHOWN ON THE PLAT.



MICHAEL C. FOWLER  
REG. #34587

DATE \_\_\_\_\_

SURVEYOR'S NOTES

1. BASIS OF BEARINGS: THE SOUTH LINE OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON.
2. [ ] = ADDRESSES SHOWN IN BRACKETS ARE SUBJECT TO CHANGE BY THE CITY OF RICHLAND, ZIP CODE: 99352.
3. @ = MONUMENTS TO BE SET UPON ROAD CONSTRUCTION COMPLETION.
4. O = SET 5/8" REBAR W/YELLOW PLASTIC CAP STAMPED "RIS MCF 34587".
5. @ = FOUND 5/8" REBAR W/YELLOW PLASTIC CAP STAMPED "RIS MCF 34587, UNLESS OTHERWISE NOTED.
6. (C) = COMPUTED (P) = PLAT (M) = MEASURED
7. CENTRALIZED DELIVERY UNITS (CDU/MAILBOX) TO BE INSTALLED PRIOR TO ISSUANCE OF ANY BUILDING PERMIT.
8. PARK FEES AS REQUIRED BY RICHLAND MUNICIPAL CODE CHAPTER 22.12 SHALL BE PAID BY THE PROPERTY OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE FOR THE CONSTRUCTION OF A HOME ON ANY LOT WITHIN THIS SUBDIVISION.
9. ABSOLUTELY NO STRUCTURES OR CHANGING OF GRADE WILL BE ALLOWED WITHIN SAID DOMESTIC WATER EASEMENT, STORM DRAIN EASEMENT AND UTILITY EASEMENTS. CONTACT RICHLAND PUBLIC WORKS WITH QUESTIONS.
10. THE GRADE OVER THE IRRIGATION EASEMENT CANNOT BE MODIFIED WITHOUT PRIOR APPROVAL FROM THE BADGER MOUNTAIN IRRIGATION DISTRICT.
11. THIS PLAT LIES WITHIN THE BOUNDARY OF THE "SOUTH RICHLAND COLLECTOR STREET FINANCING PLAN". FEES SHALL BE PAID AS REQUIRED BY RICHLAND MUNICIPAL CODE, CHAPTER 12.03 BY THE PROPERTY OWNER AT THE TIME OF THE BUILDING PERMIT ISSUANCE FOR THE CONSTRUCTION OF A HOME ON ANY LOT WITHIN THE SUBDIVISION.
12. SALERNO LAKE AND PISA LAKE IS "NO PARKING" ON ONE SIDE.

88°57'W S.R.S. 1921'  
NO. 31  
BRASS CAP

SECTION 27  
SECTION 28

1/2 SECTION 5

COMPUTED FROM SHORT PLAT NO. 2923  
JOB NO. 29703

N88°16'51"W 2598.82'(M)

S88°16'52"E 1441.47'(M)

N88°22'44"W 2597.32'

FIG. 2 -  
ALUM. "CA" SET BY RIS

Curve Table				
CURVE	LENGTH	RADIUS	CHL. BRNG.	CHORD
C1	274.09	1027.00	S88°16'52"E	273.28
C2	132.82	1027.00	S88°16'52"E	132.73
C3	53.24	527.00	S88°16'52"E	53.22
C4	40.46	25.00	S88°16'52"E	36.18
C5	65.74	80.00	S88°16'52"E	63.91
C6	82.18	100.00	S88°16'52"E	79.89
C7	83.96	1020.00	S88°16'52"E	83.93
C8	89.37	1020.00	S88°16'52"E	89.35
C9	181.71	1020.00	S88°16'52"E	181.47
C10	178.15	1000.00	S88°16'52"E	177.91
C11	8.38	1020.00	S88°16'52"E	8.38
C12	23.82	1220.00	S88°16'52"E	23.82
C13	84.13	1220.00	S88°16'52"E	84.11
C14	107.96	1220.00	S88°16'52"E	107.92
C15	59.14	1180.00	S88°16'52"E	59.14
C16	45.37	1180.00	S88°16'52"E	45.36
C17	104.51	1180.00	S88°16'52"E	104.48
C18	106.28	1200.00	S88°16'52"E	106.25
C19	53.15	120.00	S88°16'52"E	52.71
C20	44.29	100.00	S88°16'52"E	43.93
C21	31.38	25.00	S88°16'52"E	29.36
C22	13.36	120.00	S88°16'52"E	13.35
C23	31.82	25.00	S88°16'52"E	29.71
C24	60.93	100.00	S88°16'52"E	59.99
C25	36.76	500.00	S88°16'52"E	36.75
C26	145.25	500.00	S88°16'52"E	144.74
C27	110.12	527.00	S88°16'52"E	109.92
C28	36.54	25.00	S88°16'52"E	33.37
C29	10.70	120.00	S88°16'52"E	10.70
C30	11.73	100.00	S88°16'52"E	11.72
C31	3.50	80.00	S88°16'52"E	3.50
C32	39.05	25.00	S88°16'52"E	35.20
C33	4.87	1180.00	S88°16'52"E	4.87
C34	104.04	1180.00	S88°16'52"E	104.01
C35	110.76	1200.00	S88°16'52"E	110.72
C36	102.83	1220.00	S88°16'52"E	102.80
C37	9.77	1220.00	S88°16'52"E	9.77

Curve Table				
CURVE	LENGTH	RADIUS	CHL. BRNG.	CHORD
C38	82.15	1220.00	S88°16'52"E	82.13
C39	57.10	1220.00	S88°16'52"E	57.10
C40	136.97	1200.00	S88°16'52"E	136.89
C41	56.07	1180.00	S88°16'52"E	56.06
C42	78.62	1180.00	S88°16'52"E	78.60
C43	28.94	320.00	S88°16'52"E	28.93
C44	98.46	320.00	S88°16'52"E	98.08
C45	270.82	300.00	S88°16'52"E	261.72
C46	92.98	280.00	S88°16'52"E	92.55
C47	136.73	280.00	S88°16'52"E	137.31
C48	74.39	320.00	S88°16'52"E	74.22
C49	69.85	320.00	S88°16'52"E	69.71
C50	39.49	25.00	S88°16'52"E	35.51
C51	42.11	25.00	S88°16'52"E	37.30
C52	38.91	25.00	S88°16'52"E	35.10
C53	39.63	25.00	S88°16'52"E	35.61
C54	144.93	180.00	S88°16'52"E	141.05
C55	161.03	200.00	S88°16'52"E	156.72
C56	63.87	220.00	S88°16'52"E	63.65
C57	55.28	220.00	S88°16'52"E	55.13
C58	55.65	1374.95	S88°16'52"E	55.65
C59	57.58	1374.95	S88°16'52"E	57.57
C60	111.58	1354.95	S88°16'52"E	111.55
C61	109.94	1354.95	S88°16'52"E	109.90
C62	38.06	25.00	S88°16'52"E	34.49
C63	40.48	25.00	S88°16'52"E	36.20
C64	6.35	500.00	S88°16'52"E	6.35
C65	42.16	500.00	S88°16'52"E	42.15
C66	125.84	972.72	S88°16'52"E	125.75
C67	129.33	1000.00	S88°16'52"E	129.24
C68	47.49	1000.00	S88°16'52"E	47.48
C69	42.73	500.00	S88°16'52"E	42.71
C70	177.82	473.00	S88°16'52"E	176.78
C71	57.99	220.00	S88°16'52"E	57.82
C72	1.89	527.00	S88°16'52"E	1.89
C73	36.18	500.00	S88°16'52"E	36.17

OWNERS CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS THAT WESTCLIFFE, L.L.C., OWNER OF THE LAND SHOWN ON THE PLAT OF WESTCLIFFE PHASE XII, HEREBY DECLARE SAID PLAT AND DEDICATE TO THE PUBLIC, FOR THE USE OF THE PUBLIC FOREVER, ALL EASEMENTS AND RIGHT OF WAYS AS SHOWN HEREON.

MILB. B. BAUDER, MEMBER  
WESTCLIFFE, L.L.C. A WASHINGTON LIMITED LIABILITY CO.

MARK R. BAUDER, MEMBER  
WESTCLIFFE, L.L.C. A WASHINGTON LIMITED LIABILITY CO.

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.  
COUNTY OF \_\_\_\_\_ }  
THIS IS TO CERTIFY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D. PERSONALLY APPEARED BEFORE ME, MARK R. BAUDER, MEMBER OF WESTCLIFFE, L.L.C. A WASHINGTON LIMITED LIABILITY COMPANY, TO ME KNOWN TO BE THE INDIVIDUAL IN AND WHO SIGNED THE ABOVE "OWNER'S CERTIFICATE", AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS HIS VOLUNTARY ACT AND DEED, IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.  
COUNTY OF \_\_\_\_\_ }  
THIS IS TO CERTIFY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D. PERSONALLY APPEARED BEFORE ME, MARK R. BAUDER, MEMBER OF WESTCLIFFE, L.L.C. A WASHINGTON LIMITED LIABILITY COMPANY, TO ME KNOWN TO BE THE INDIVIDUAL IN AND WHO SIGNED THE ABOVE "OWNER'S CERTIFICATE", AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS HIS VOLUNTARY ACT AND DEED, IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

APPROVALS

THIS PLAT IS HEREBY APPROVED BY AND FOR THE CITY OF RICHLAND, CO. OF BENTON, STATE OF WASHINGTON.

CITY MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

CHAIRMAN CITY PLANNING COMMISSION \_\_\_\_\_ DATE \_\_\_\_\_

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 20\_\_\_\_.

BENTON COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

BENTON COUNTY ASSESSOR \_\_\_\_\_ DATE \_\_\_\_\_

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., AT \_\_\_\_\_

MINUTES PAST \_\_\_\_\_ M. AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS,  
PAGE \_\_\_\_\_, AT THE REQUEST OF MARK BAUDER.

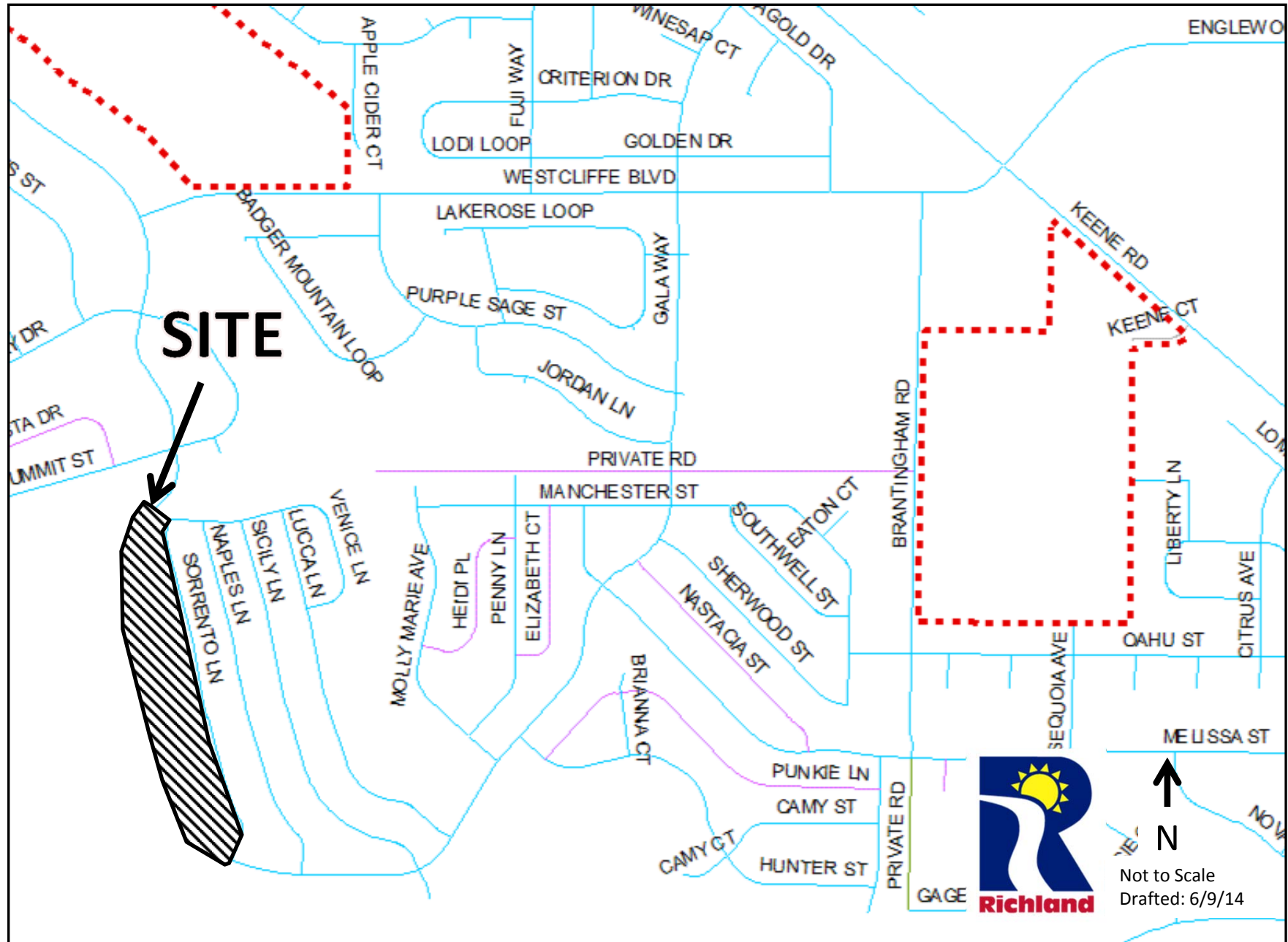
BENTON COUNTY AUDITOR

FEE NUMBER

BY DEPUTY

SHEET 2 OF 2  
PROJECT: 09914  
REVISION: NONE  
JOB: C:\BAUDER\WESTCLIFFE\14\09914-PLA.DWG

VICINITY MAP — Resolution No. 139-14, Westcliffe Phase XII Final Plat





## Council Agenda Coversheet

Council Date: 09/16/2014

Category: Consent Calendar

Agenda Item: C19

Key Element: Key 7 - Housing and Neighborhoods

Subject: RESOLUTION NO. 140-14, APPROVING THE FINAL PLAT OF THE DWELLINGS

Department: Community and Development Services

Ordinance/Resolution: Res. 140-14

Reference: 140-14

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 140-14, approving the final plat of The Dwellings.

Summary:

Final plat approval of The Dwellings will create 14 new single family lots located at the southern terminus of Brantingham Road, east of the Plat of Brantingham Heights, west of the plat of Sequoia Springs and south of the plat of Aspen Meadows 3. The project will complete an unfinished section of Melissa Street. Park mitigation fees will be paid at the time of building permit issuance for the future homes.

Fiscal Impact?

☒ Yes ☐ No

As with all new construction, the 14 future homes will add to the City's tax base but will also require City services.

Attachments:

RES 140-14 Approving Final Plat of The Dwellings  
RES 140-14 TAC Conditions\_Pre Plat of The Dwellings  
RES 140-14 The Dwellings Final Plat Map  
RES 140-14 The Dwellings Final Plat Vicinity Map

City Manager Approved:

Johnson, Cindy  
Sep 11, 13:37:23 GMT-0700 2014

PLAT OF  
THE DWELLINGS  
RICHLAND, WASHINGTON  
SECTION 26, T. 9 N., R. 28 E., W.M.

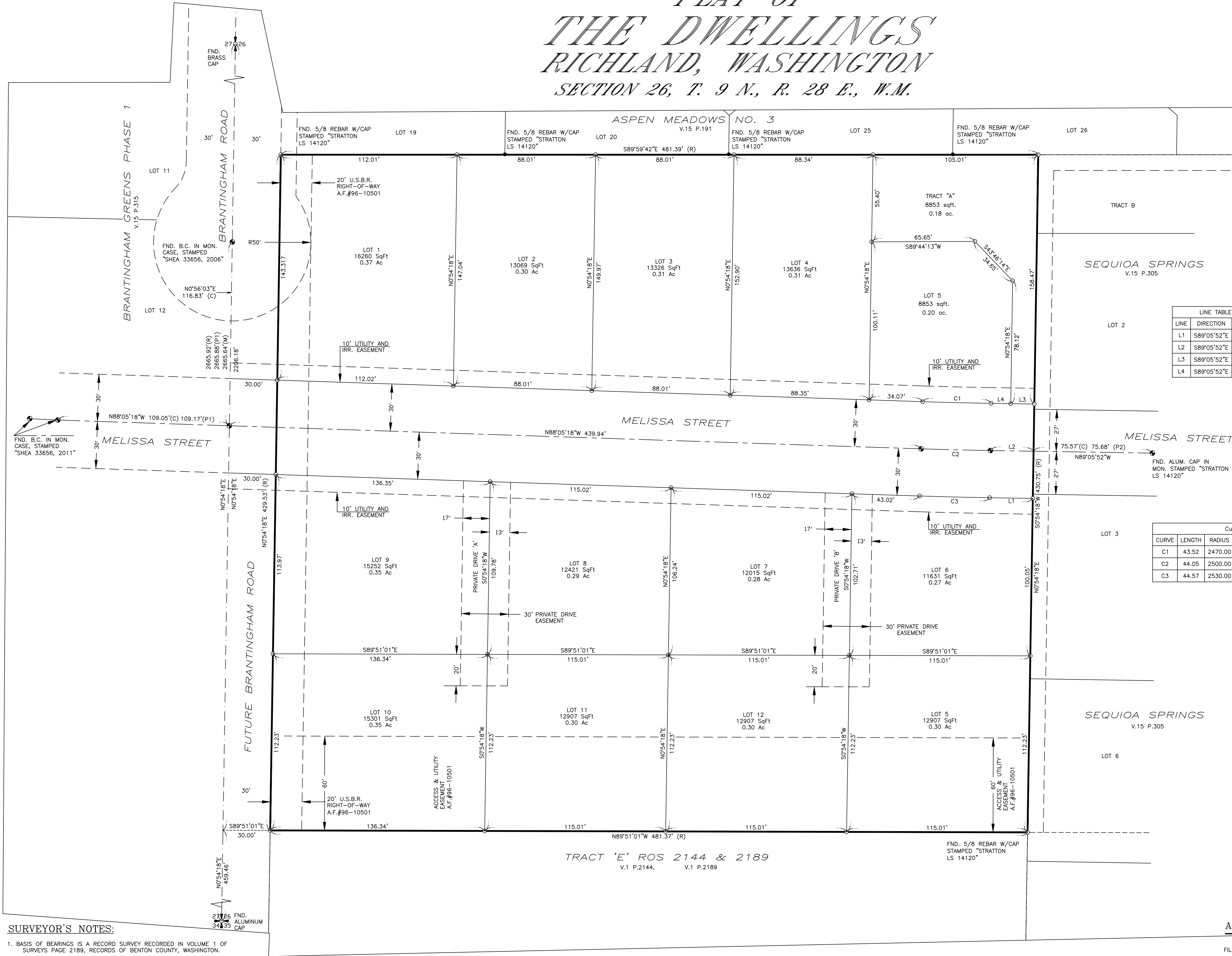
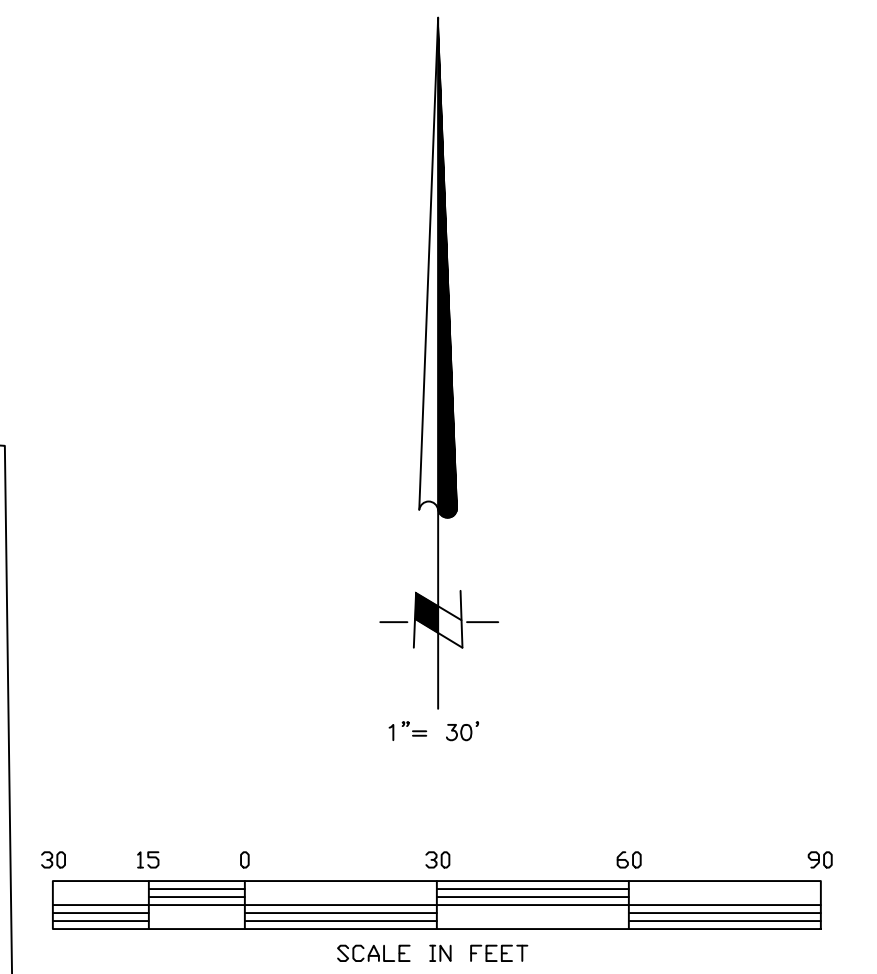
RECORD LEGAL DESCRIPTION

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE NORTH 00°54'18" EAST ALONG THE WEST LINE OF SAID SECTION 30.00 FEET; THENCE SOUTH 89°42'20" EAST 30.00 FEET TO A POINT OF THE EASTERLY RIGHT OF WAY LINE OF BRANTINGHAM ROAD; THENCE NORTH 00°54'18" EAST ALONG THE SAID EASTERLY RIGHT OF WAY LINE 429.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°54'18" EAST ALONG SAID RIGHT OF WAY LINE 429.53 FEET TO THE SOUTH LINE OF THE NORTH 444.00 FEET OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER; SAID LINE BEING THE NORTH LINE OF TRACT 1 OF RECORDED SURVEY NUMBER 1-459; THENCE SOUTH 89°59'42" EAST ALONG SAID NORTH LINE OF TRACT 1 FOR 481.39 FEET; THENCE SOUTH 00°54'18" WEST 430.75 FEET; THENCE NORTH 89°51'01" WEST 481.37 FEET TO THE SAID TRUE POINT OF BEGINNING. (ALSO KNOWN AS TRACT A OF RECORDED SURVEY NO. 2144 AND 2189 RECORDED UNDER AUDITORS FILE NOS. 96-7821 AND 96-16251 RESPECTIVELY).

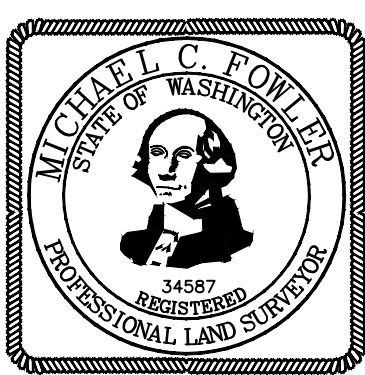
LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S89°05'52"E	27.42
L2	S89°05'52"E	27.42
L3	S89°05'52"E	15.00
L4	S89°05'52"E	12.42

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C1	43.52	2470.00	1°00'34"	S88°35'35"E	43.52
C2	44.05	2500.00	1°00'34"	S88°35'35"E	44.04
C3	44.57	2530.00	1°00'34"	S88°35'35"E	44.57



SURVEYOR'S NOTES:

1. BASIS OF BEARINGS IS A RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS PAGE 2189, RECORDS OF BENTON COUNTY, WASHINGTON.
2. ○ = SET 5/8" REBAR WITH YELLOW CAP STAMPED "RSI-MCF 34587."
3. ● = FOUND MONUMENT AS NOTED.
4. (R) = RECORD SURVEY NO. 2189, (C) = COMPUTED, (M) = MEASURED, (P1) = PLAT OF BRANTINGHAM HEIGHTS, PHASE 2, (P2) = PLAT OF SEQUOIA SPRINGS
5. EQUIPMENT AND PROCEDURES USED: DUAL FREQUENCY GPS RECEIVERS USING REAL TIME KINEMATIC METHODS & A 5" [2mm + 2ppm] TOTAL STATION USING CLOSED TRAVERSE & RADIAL SURVEY METHODS.



SURVEYOR'S CERTIFICATION

"I, MICHAEL C. FOWLER, A REGISTERED LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG.#34587) HEREBY CERTIFY THAT THE PLAT OF "THE DWELLINGS" AS SHOWN HEREON IS BASED UPON ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COURSES ARE CORRECTLY SHOWN AND THAT THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS STAKED AS SHOWN ON THE PLAT.

MICHAEL C. FOWLER

DATE

- SEE SHEET 2 OF 2 FOR OWNERS CERTIFICATE  
SEE SHEET 2 OF 2 FOR ACKNOWLEDGMENT  
SEE SHEET 2 OF 2 FOR APPROVALS  
SEE SHEET 2 OF 2 FOR ADDITIONAL NOTES  
SEE SHEET 2 OF 2 FOR VICINITY MAP

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M. AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS, PAGE \_\_\_\_\_, AT THE REQUEST OF AgRon MAGULA.

BENTON COUNTY AUDITOR

FEE NUMBER

BY DEPUTY

SHEET 1 OF 2  
PROJECT: 10214R/PLAT.DWG  
REVISION: 06-30-14

**RSI** ROGERS SURVEYING INC., P.S.  
1455 COLUMBIA PARK TRAIL  
RICHLAND, WA. 99352  
PHONE (509) 783-4141  
FAX: (509) 783-8994  
www.rogerssurveying.com

PLAT OF  
THE DWELLINGS  
RICHLAND, WASHINGTON  
SECTION 26, T. 9 N., R. 28 E., W.M.

OWNERS CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS THAT RONALD G., MCDONALD AND DENISE HOWELL ARE OWNERS OF THE LAND SHOWN ON THE PLAT OF THE DWELLINGS, HEREBY DECLARE SAID PLAT AND DEDICATE TO THE PUBLIC, FOR THE USE OF THE PUBLIC FOREVER, ALL EASEMENTS AND RIGHT OF WAYS AS SHOWN HEREON.

RONALD G. MCDONALD

DENISE HOWELL

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.  
COUNTY OF BENTON

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT RONALD G. MCDONALD SIGNED THIS INSTRUMENT AND ACKNOWLEDGE IT TO BE HIS/HER FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: \_\_\_\_\_ NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

TITLE: \_\_\_\_\_

MY APPOINTMENT EXPIRES: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.  
COUNTY OF BENTON

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT DENISE HOWELL SIGNED THIS INSTRUMENT AND ACKNOWLEDGE IT TO BE HIS/HER FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: \_\_\_\_\_ NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

TITLE: \_\_\_\_\_

MY APPOINTMENT EXPIRES: \_\_\_\_\_

APPROVALS

THIS PLAT IS HEREBY APPROVED BY AND FOR THE CITY OF RICHLAND, CO. OF BENTON, STATE OF WASHINGTON.

_____ CITY MANAGER	_____ DATE
_____ CITY CLERK	_____ DATE
_____ CITY ENGINEER	_____ DATE
_____ CHAIRMAN CITY PLANNING COMMISSION	_____ DATE

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 20\_\_\_\_.

_____ BENTON COUNTY TREASURER	_____ DATE
_____ BENTON COUNTY ASSESSOR	_____ DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M. AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS, PAGE \_\_\_\_\_, AT THE REQUEST OF AGRON MAGALA.

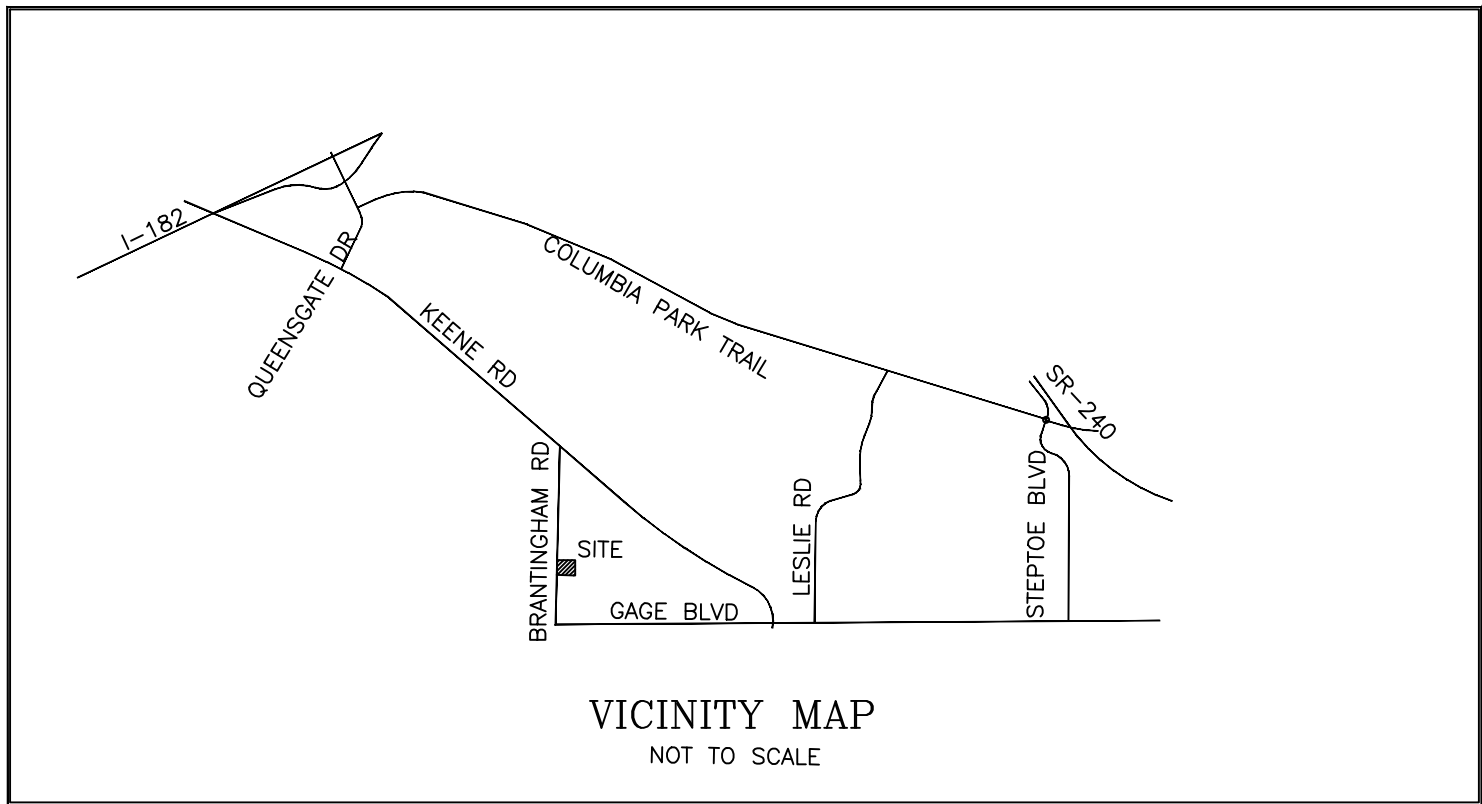
\_\_\_\_\_  
BENTON COUNTY AUDITOR

\_\_\_\_\_  
FEE NUMBER

\_\_\_\_\_  
BY DEPUTY

SHEET 2 OF 2  
PROJECT: 10214R\PLAT.DWG  
REVISION: 06-30-14

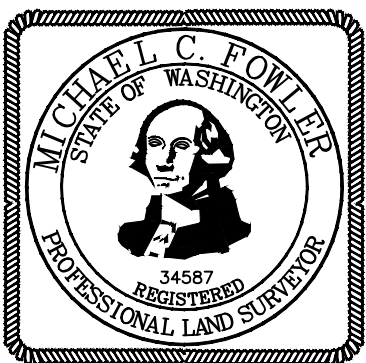
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CITY OF RICHLAND NOTES:

SURVEYOR'S NOTES:

1. BASIS OF BEARINGS IS A RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS PAGE 2189, RECORDS OF BENTON COUNTY, WASHINGTON.
2. ○ = SET 5/8" REBAR WITH YELLOW CAP STAMPED "RSI-MCF 34587."
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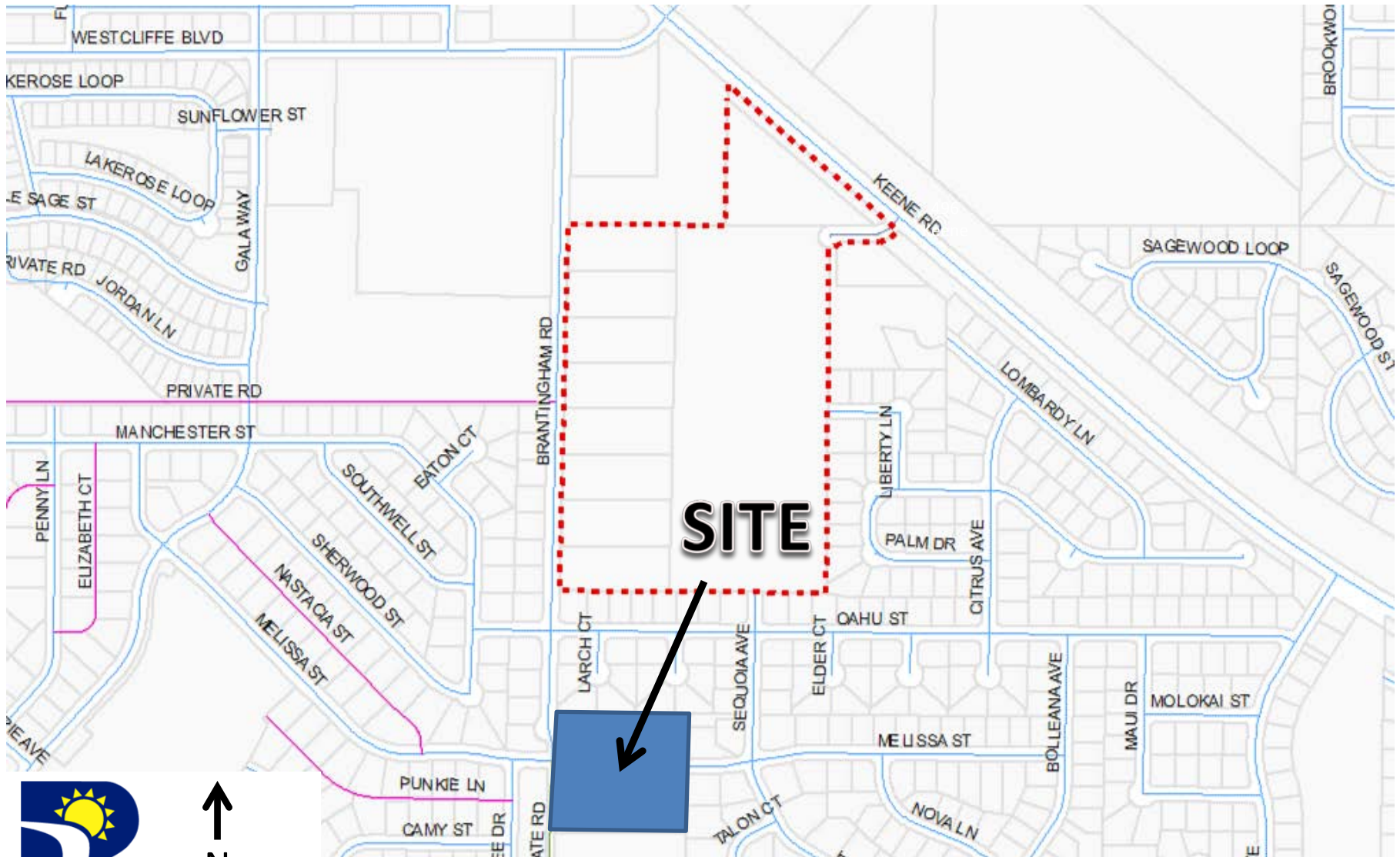
SURVEYOR'S CERTIFICATION

"I, MICHAEL C. FOWLER, A REGISTERED LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG.#34587) HEREBY CERTIFY THAT THE PLAT OF "THE DWELLINGS" AS SHOWN HEREON IS BASED UPON ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COURSES ARE CORRECTLY SHOWN AND THAT THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS STAKED AS SHOWN ON THE PLAT.

\_\_\_\_\_  
MICHAEL C. FOWLER

\_\_\_\_\_  
DATE

# VICINITY MAP — “The Dwellings” Preliminary Plat File No. S2014-101



Not to Scale  
Drafted: 1/24/14

RESOLUTION NO. 140-14

A RESOLUTION of the City of Richland, approving the final plat of The Dwellings subject to the conditions of approval of the Technical Advisory Committee Report S2014-01; adopting the findings of the Richland Planning Commission as the findings of the City Council and approving the final Plat of The Dwellings.

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

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

WHEREAS, the City Council held a closed record hearing on the proposed preliminary plat application to consider the recommendation of the Planning Commission and approved the preliminary plat request; and

WHEREAS, the final plat application for The Dwellings consisting of fourteen (14) lots has been constructed in accordance with the approved preliminary plat; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Richland, Washington hereby approves the final plat of The Dwellings, a copy of which is attached to this Resolution and which is incorporated herein by reference, subject to the conditions of approval contained in the Technical Advisory Committee Report S2014-101, dated February 4, 2014 as amended.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 16th day of September, 2014.

---

DAVID W. ROSE  
Mayor

ATTEST:

APPROVED AS TO FORM:

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MARCIA HOPKINS  
City Clerk

---

HEATHER KINTZLEY  
City Attorney



## MEMORANDUM

COMMUNITY DEVELOPMENT DEPARTMENT

*Development Services Division*

### TAC MEETING SUMMARY

**MEETING DATE:** February 4, 2014

**PROJECT:** Preliminary Plat of The Dwellings

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

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

Other:  
Aaron Magula, Applicant  
Steve Spink, Engineer

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#### ENERGY SERVICES COMMENT:

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

#### DEVELOPMENT SERVICES COMMENTS:

Planning Department

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

**CIVIL AND UTILITY ENGINEERING DEVELOPMENT COMMENTS:**

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

**General Conditions:**

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

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

**Design Standards:**

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

material. Private sewer service lines over 15-feet deep shall also be constructed of the same material, then transition to regular sewer piping above 15-feet.

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

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

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

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

15. SURVEY MONUMENT DESTRUCTION:

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

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

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

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

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

### **Traffic & Streets:**

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

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

**Domestic Water:**

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

**Sanitary Sewer:**

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

### **Ground Water:**

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

### **Storm Water:**

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

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

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

### **Solid Waste:**

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

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

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

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

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



## Council Agenda Coversheet

Council Date: 09/16/2014

Category: Consent Calendar

Agenda Item: C20

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: AUTHORIZE TRAVEL FOR COUNCIL MEMBER CHRISTENSEN

Department: City Manager

Ordinance/Resolution:

Reference:

Document Type: General Business Item

**Recommended Motion:**

Authorize Travel for Council Member Terry Christensen to attend the American Public Transportation Association (APTA) Annual Meeting in Houston, Texas from October 12, 2014 to October 15, 2014.

**Summary:**

The APTA Annual Meeting is scheduled for October 12 to October 15, 2014 in Houston, Texas. The meeting includes professional speakers, general sessions and forums focused on current issues facing public transportation.

Several topics of interest include, Houston B-cycle/Houston Bike Share: Connecting neighborhoods to METRO's bus and rail system; The changing face of Houston: The prospects for walkable urbanism in a car-centered city. U.S. Department of Transportation officials will be present to discuss other topics that include linking transit and land use, building and sustaining transit-oriented communities, Congress and the Federal Transportation agenda, innovative funding ideas for Public Transportation, and big transportation projects worldwide. Educational sessions include integration of current and new technologies, procurement and distracted driving, among many other relevant topics.

As the City Council liaison to the Ben Franklin Transit Board, Mr. Christensen will represent the City of Richland. All expenses for this trip will be covered by the Transit Board.

The Richland Municipal Code, Sections 1.01.040 and 2.26.062, require Council approval when Council Members request permission for out-of-state travel, when travel expenses exceed \$500 or when travel requires an overnight stay.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

City Manager Approved:

Hopkins, Marcia  
Sep 12, 08:30:07 GMT-0700 2014



## Council Agenda Coversheet

Council Date: 09/16/2014

Category: Consent Calendar

Agenda Item: C21

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: EXPENDITURES FROM AUGUST 25, 2014, TO SEPTEMBER 5, 2014 IN THE AMOUNT OF \$8,672,788.99

Department: Administrative Services

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the expenditures from August 25, 2014, to September 5, 2014, in the amount of \$8,672,788.99.

Summary:

Breakdown of Expenditures:

Check Nos.	215315 - 215733	1,910,302.55
Wire Nos.	5716 - 5724	4,786,959.39
Payroll Check Nos.	99561 - 99579	25,439.54
Payroll Wires/ACH	8655 - 8667	1,950,087.51
TOTAL		\$8,672,788.99

Fiscal Impact?

☒ Yes ☐ No

Total Disbursements: \$8,672,788.99. Disbursement (wire transfers) includes Purchase Power Bill of \$2,967,224.00, and bond debt service payment of \$1,296,604.14.

Attachments:

- 1) Wire Transfers
- 2) Voucher Listing Report

City Manager Approved:

Johnson, Cindy  
Sep 11, 13:31:03 GMT-0700 2014

VOUCHER LISTING REPORT  
SUMMARY OF WIRE TRANSFERS  
AUGUST 25, 2014 - SEPTEMBER 5, 2014

Payee	Wire Description	Amount
<b>Claim Wires - Wire No. 5716 to 5724</b>		
AW Rehn Insurance	Fire Health Reimbursement Account	17,437.50
Bonneville Power Administration	Purchase Power	2,967,224.00
Conover	Section 125	1,376.62
Department of Licensing	Firearms Online Pmt for Concealed Licenses	125.00
LEOFF Trust	Fire Health Premiums	61,955.09
PowerPay	Landfill Merchant Service Fees	743.53
US Bank	Revenue Bond Refunding	1,296,604.14
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	441,493.51
	Total Claim Wire Transfers	\$ 4,786,959.39
<b>Payroll Wires &amp; Direct Deposits (ACH) - Wire No. 8655 to 8667</b>		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 1,950,087.51
<b>Total Claim &amp; Payroll Wires/ACH</b>		<b>\$ 6,737,046.90</b>

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



## City Of Richland

VL-1 Voucher Listing

From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
<b>FUND 001</b>	<b>GENERAL FUND</b>				
<b>Division:</b>	000				
RECWARE REFUND		081814	215398	REFUND DAMAGE DEPOSIT	\$200.00
				REFUND DAMAGE DEPOSIT	\$150.00
			215700	REFUND DAMAGE DEPOSIT	\$200.00
				REFUND DAMAGE DEPOSIT	\$150.00
		082214	215326	REFUND DAMAGE DEPOSIT	\$200.00
				REFUND-NOT REGISTERED	\$90.00
			215331	REFUND-NOT REGISTERED	\$90.00
				REFUND DAMAGE DEPOSIT	\$200.00
		082514	215355	REFUND DAMAGE DEPOSIT	\$200.00
				REFUND DAMAGE DEPOSIT	\$193.37
			215380	REFUND DAMAGE DEPOSIT	\$200.00
				REFUND DAMAGE DEPOSIT	\$193.37
		082714	215512	REFUND-CHANGED VENUES	\$30.00
REDDINGER, DENISE		BL REFUND	215505	REFUND BUSINESS LICENSE FEE	\$40.00
WASHINGTON STATE PATROL		I15000614	215515	RPD BACKGROUND CHECKS-JULY	\$594.00
<b>TOTAL ****</b>					<b>\$2,730.74</b>
<b>Division:</b>	001	<b>CITY COUNCIL</b>			
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$130.42
ROSE, DAVE		14-330 ROSE	215509	ECA PEER EX/LAS VEGAS/ROSE	\$1,080.84
THOMPSON, ROBERT		14-329 THOMPSON	215729	ECA PEER EX/LAS VEGAS/THOMPSON	\$827.55
<b>CITY COUNCIL TOTAL ****</b>					<b>\$2,038.81</b>
<b>Division:</b>	100	<b>CITY MANAGER</b>			
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$27.84
CITY OF RICHLAND		14-334 JOHNSON	215486	NFA/EMMITSBURG/JOHNSON	\$234.00
JOHNSON, CINDY		14-334	215492	NFA/BAGGAGE/JOHNSON	\$25.00
		14-384 JOHNSON		WCMA CONF/CLE ELUM/JOHNSON	\$194.36
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$3.71
<b>CITY MANAGER TOTAL ****</b>					<b>\$484.91</b>
<b>Division:</b>	101	<b>CITY CLERK</b>			
CODE PUBLISHING INC		47380	215537	RMC ELECTRONIC UPDATE	\$328.83
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$11.49
<b>CITY CLERK TOTAL ****</b>					<b>\$340.32</b>
<b>Division:</b>	102	<b>CITY ATTORNEY</b>			
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$55.68
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$20.21
<b>CITY ATTORNEY TOTAL ****</b>					<b>\$75.89</b>
<b>Division:</b>	110	<b>ASSISTANT CITY MANAGER</b>			



## City Of Richland

VL-1 Voucher Listing

From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$27.84
CITY OF RICHLAND		14-318 AMUNDSON	215486	WCMA CONF/CLE ELUM/AMUNDSON	\$197.04
<b>ASSISTANT CITY MANAGER TOTAL ****</b>					<b>\$224.88</b>
<b>Division:</b>	111	COMMUNICATIONS & MARKETING			
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$56.78
MACHART, KELLY		082314	215500	MACHART-CAMERA BAG	\$39.99
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$1.43
<b>COMMUNICATIONS &amp; MARKETING TOTAL ****</b>					<b>\$98.20</b>
<b>Division:</b>	112	CABLE COMMUNICATIONS			
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$1.38
THE BUSKE GROUP		13820	215407	CABLE FRANCHISE CONSULTING	\$3,907.50
<b>CABLE COMMUNICATIONS TOTAL ****</b>					<b>\$3,908.88</b>
<b>Division:</b>	113	HANFORD COMMUNITIES			
CITY OF RICHLAND		14-261 LARSEN	215343	ECA PEER EX/LAS VEGAS/LARSEN	\$150.00
LARSEN, PAM BROWN		14-261	215378	ECA PEER EX/HOTEL-MEALS/LARSEN	\$555.84
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$2.00
				POSTAGE 7/1-7/31/14	\$7.20
<b>HANFORD COMMUNITIES TOTAL ****</b>					<b>\$715.04</b>
<b>Division:</b>	120	FIRE			
ANOVAWORKS	P054331	33424	215320	HAZMAT PHYSICAL (ENTRY LEVEL)	\$986.00
	P054331	33560		HAZMAT PHYSICAL (ENTRY LEVEL)	\$913.00
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$27.84
BENTON COUNTY FIRE DIST 1		13-68	215525	ERS CAD MAINT 8/2014-7/2015	\$290.09
BENTON PUD		7/14-0249075457	215527	RATTLESNAKE MTN RACK LEASE	\$1,594.00
BENTON RURAL ELECTRIC ASSOCIATION		7/14-74170526	215330	COLLINS RD RADIO TOWER ELECTRI	\$27.16
CHARTER COMMUNICATIONS		6/14-11253 SUB B	215340	PERRY MTN RENT KGI 11226 JULY	\$695.57
		8/14-11253 SUB B		PERRY MTN RENT KGI 11226-SEPT	\$695.57
CITY OF RICHLAND		14-349 REENTS	215699	NFA/EMMITSBURG/REENTS	\$167.32
		14-350 RODGERS	215486	NFA/EMMITSBURG/RODGERS	\$167.32
FARMERS EXCHANGE		129571	215548	REPAIR CHAINSAW	\$47.65
FEDERAL EXPRESS CORP		2-743-35623	215551	RETURN SPRINKLERS PLANS	\$9.52
		2-758-18829		RETURN FIRE ALARM PLANS	\$9.52
FIANDER & ASSOCIATES LLC DBA		140702-5	215554	PREVENTATIVE MAINT SERVICE	\$422.37
		140710-1		REPLACE RIVETS ON STEPMILL	\$84.47
		140718-6		REPAIR STAIRMASTER	\$395.80
		140718-7		INSTALL LEFT HAND CONTROL	\$114.47
		140718-8		INSTALL BOLT ON PEDAL ARM	\$113.54
		140725-3		INSTALL STEP SHAFT KIT	\$391.03
FIRE ADMINISTRATION CENTER		FAC2013-10	215555	2014 OPERATING COSTS 7/1-12/31	\$24,622.00
FRONTIER		8/14-206-188-0334	215558	VHF PHONE 8/19-9/18/14	\$410.05



## City Of Richland

VL-1 Voucher Listing

From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FRONTIER		8/14-253-004-5365	215558	SILVER CLOUD PHONE LINE	\$56.20
HARRINGTON'S TROPHIES		73062	215712	EMPLOYEE NAME TAGS/PLATES	\$432.33
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$1.33
REENTS, DEAN E		14-349 REENTS	215723	NFA/BAGGAGE FEE/REENTS	\$25.00
RODGERS, BRENDA J		14-350	215508	NATL FIRE ACAD/BAGGAGE/RODGERS	\$50.00
SEA WESTERN INC	P054250	178335/178585	215397	ADJUST FOR TAX	\$0.01
	P054250			MSA 10020931, SPRING, FH	\$39.77
	P054250			MSA 633553, O RING, POLYLACTON	\$39.85
	P054250			MSA 10009971, CLEANER/DISINFEC	\$124.76
	P054250			SHIPPING CHARGES	\$21.92
	P054250			MSA 10031192, SEAL RING, HOUSI	\$220.93
SPRINT		891160522-125	215614	CELL PHONES 6/18-7/14/14	\$108.69
		891160522-126		CELL PHONES 7/18-8/17/14	\$108.40
TRI CITIES CHAPLAINCY		2014-03	215410	CHAPLAIN SRVCS-JULY	\$78.75
UPTOWN CLEANERS		60588	215628	LINEN/UNIFORM LAUNDRY SRVCS	\$215.08
		60640		LINEN/UNIFORM LAUNDRY SRVCS	\$346.41
		60707		LINEN/UNIFORM LAUNDRY SRVCS	\$326.80
		60788		LINEN/UNIFORM LAUNDRY SRVCS	\$281.01
		60828		RE-LABEL UNIFORMS	\$26.00
		60848		LINEN/UNIFORM LAUNDRY SRVCS	\$345.20
VERIZON WIRELESS		9728890858	215631	MDT WIRELESS 7/20-8/19/14	\$336.10
XEROX CORPORATION		075327045	215645	W7225 BASE CHRNG/PRINTS-JULY	\$154.69
<b>FIRE TOTAL ****</b>					<b>\$35,523.52</b>
<b>Division:</b>	130	POLICE			
A-T SOLUTIONS INC	P054143	SINV-9-07085	215484	ML2001 MLVD MK 2 SET 1	\$1,034.74
	P054143			MM2001 MINIMOD MK 2 SET 1	\$872.68
	P054143			BB4001 BOOT BANGER MK 4	\$782.10
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$2,186.19
BERGER-OLSSON, KEVIN		14-346	215695	FORENSIC TRNG/HOTEL TAXES	\$11.30
CHARTER COMMUNICATIONS		8/14-80070309703	215697	RPD INTERNET SRVC 8/29-9/28	\$60.35
CITY OF RICHLAND		14-219 MUAI	215699	NASRO CONF/PALM SPRINGS/MUAI	\$995.46
		14-346 BERGER		FORENSIC MTG/BOISE/BERGER	\$268.42
		14-347 LUNDQUIST		FORENSIC TRNG/BOISE/LUNDQUIST	\$268.42
DATEC INC	P054275	31561	215351	ADJUST FOR TAX	(\$0.01)
	P054275			SECTOR PAPER BROTHER LB3663	\$706.66
	P054275			SHIPPING ESTIMATE	\$45.49
DUBOIS, WAYNE K		14-376 DUBOIS	215489	SWAT TRNG/YAKIMA/DUBOIS	\$84.00
FRONTIER	S015910	8/14-206-188-2614	215558	TELEPHONE CHARGES 8/19/14-9/18	\$61.27
JENKINS, ALLEN		072114	215376	WSTOA CONF/VANCOUVER/JENKINS	\$15.00
LEEDWAY LLC	P054014	ML08131401	215577	SAFARILAND OREGON CITY ARMOR	\$293.90
	P054014			TAX	\$24.39



## City Of Richland

VL-1 Voucher Listing

From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LEEDWAY LLC	P053992	ML08131402	215577	FREIGHT	\$32.49
	P053992			SAFARILAND OREGON CITY ARMOR	\$2,546.35
LUNDQUIST, ERIK		14-347	215717	FORENSIC TRNG/HOTEL TAXES	\$11.30
MATHENY, RODNEY C		14-388 MATHENY	215718	SWAT TRNG/YAKIMA/MATHENY	\$71.00
NELSON, MATT		14-386 NELSON	215720	SWAT TRNG/YAKIMA/NELSON	\$84.00
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$99.54
				POSTAGE 7/1-7/31/14	\$117.10
R E POWELL DIST CO		350772	215392	LPR VEHICLE WASHES	\$80.00
RADEUM INC DBA	P053899	0108350	215606	A-FMC200/FA01 SPEAKER MIC & FA	\$378.00
	P053899			SHIPPING	\$8.10
RECALL SECURE DESTRUCTION SERVICES INC		7346063389	215394	SHREDDING SRVCS-6/30/14	\$136.06
RIVER CITY TOWING INC		13291	215609	TOW SERVICE	\$48.74
		13473		TOW SERVICE	\$48.74
SAN DIEGO POLICE EQUIPMENT CO	P053661	613471	215510	CCI-53653 SPEER LAWMAN 45ACP 2	\$2,572.45
SMITH, CURTIS		14-389 SMITH	215727	SWAT TRNG/YAKIMA/SMITH	\$71.00
TREASURE VALLEY COFFEE CO		100994	215623	RPD COFFEE DELIVERY	\$163.99
VERIZON WIRELESS		9730639381	215730	DATA CHARGES 8/20-9/19	\$1,280.78
WASHINGTON COMMUNICATIONS LLC DBA		365199	215633	CODE AND REPAIR DEPOT	\$488.70
WOODHOUSE, TODD		14-390 WOODHOUSE	215733	SWAT TRNG/YAKIMA/WOODHOUSE	\$84.00
<b>POLICE TOTAL ****</b>					<b>\$16,032.70</b>
<b>Division:</b>	210	ADMINISTRATIVE SERVICES			
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$31.59
<b>ADMINISTRATIVE SERVICES TOTAL ****</b>					<b>\$31.59</b>
<b>Division:</b>	211	FINANCE			
CITY OF RICHLAND		082114	215536	CASHIER SHORTAGE-ZEPEDA	\$59.57
		082814		CASIER SHORTAGE-PORTER	\$0.30
MARSH, JOYCE		14-331 MARSH	215383	AWC WRKSHOP/LEAVENWORTH/MARSH	\$468.02
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$508.33
				POSTAGE 7/1-7/31/14	\$1,342.05
<b>FINANCE TOTAL ****</b>					<b>\$2,378.27</b>
<b>Division:</b>	212	PURCHASING			
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$3.12
<b>PURCHASING TOTAL ****</b>					<b>\$3.12</b>
<b>Division:</b>	213	INFORMATION TECHNOLOGY			
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$283.90
CANON SOLUTIONS AMERICA INC		154431	215532	N3245 REPLACE HARD DRIVE	\$590.23
DELL COMPUTER CORPORATION	P054261	XJJ4M2P58	215544	ADJUST FOR TAX	\$0.02
	P054261			Latitude E6540(210-AAFM)	\$4,196.60
	P054261	XJJ4M2X83		ADJUST FOR TAX	\$0.01
	P054261			Latitude E6540 Order#210-AAFM	\$9,583.45



## City Of Richland

VL-1 Voucher Listing

From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MID COLUMBIA ENGINEERING INC	P053520	ST006700	215385	RICH AUSTILL, AS400 MNTNC SERV	\$143.00
	P053520	ST006720	215584	RICH AUSTILL, AS400 MNTNC SERV	\$286.00
<b>INFORMATION TECHNOLOGY TOTAL ****</b>					<b>\$15,083.21</b>
<b>Division:</b>	220	HUMAN RESOURCES			
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$43.57
CANON SOLUTIONS AMERICA INC		154431	215532	N3245 REPLACE HARD DRIVE	\$106.13
COLUMBIA INDUSTRIES SUPPORT LLC		156392	215487	HR SHREDDING SRVCS-JULY	\$41.04
		156393		STORAGE SHREDDING SRVCS	\$926.64
CONLEY, SHIRLEY		082314	215702	CONLEY-IAFF NEGOTIATIONS	\$32.38
HYAS GROUP LLC		1157	215715	3Q2014 DEFERRED COMP PLAN FEE	\$8,500.00
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$0.86
WASHINGTON STATE PATROL		115000587	215515	HR BACKGROUND CHECKS-JULY	\$10.00
<b>HUMAN RESOURCES TOTAL ****</b>					<b>\$9,660.62</b>
<b>Division:</b>	300	COMMUNITY &DEVELOPMENT SERVICE			
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$91.44
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$2.66
<b>COMMUNITY &amp;DEVELOPMENT SERVICE TOTAL ****</b>					<b>\$94.10</b>
<b>Division:</b>	301	DEVELOPMENT SERVICES			
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$287.78
MID COLUMBIA ENGINEERING INC	P054016	ST006701	215385	MCE CONTRACT: SHAUN SCHLUTER	\$1,624.00
	P054016	ST006721	215584	MCE CONTRACT: SHAUN SCHLUTER	\$1,730.58
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$32.49
US BANK EQUIPMENT FINANCE INC		259542520	215629	XEROX 6604 PYMT 9/6-10/6/14	\$326.40
WATER SOLUTIONS INC	P053569	9249	215421	DSC (703) BLDG WATER UNIT RENT	\$39.52
	P053569			DSC (703) BLDG WATER UNIT RENT	\$16.25
XEROX CORPORATION		075327146	215426	W7855 BASE CHRG/PRINTS-JULY	\$76.12
				W7855 BASE CHRG/PRINTS-JULY	\$76.12
<b>DEVELOPMENT SERVICES TOTAL ****</b>					<b>\$4,209.26</b>
<b>Division:</b>	302	REDEVELOPMENT			
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$56.78
HDR ENGINEERING INC		00164232-B	215714	C14-050 CITY HALL STUDY	\$10,000.00
MENKE JACKSON LAW FIRM		7/14-057	215384	HILLSIDE DEVELOPMENT REGULATIO	\$647.43
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$3.14
XEROX CORPORATION		075327146	215426	W7855 BASE CHRG/PRINTS-JULY	\$209.98
<b>REDEVELOPMENT TOTAL ****</b>					<b>\$10,917.33</b>
<b>Division:</b>	330	PARKS & RECREATION ADMIN			
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$121.78
<b>PARKS &amp; RECREATION ADMIN TOTAL ****</b>					<b>\$121.78</b>
<b>Division:</b>	331	PARKS & REC - RECREATION			



## City Of Richland

## VL-1 Voucher Listing

From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$11.27
CHALLENGER SPORTS CORP		0005509-IN	215338	SOCCER CAMP 6/16-6/20/14	\$451.00
CHARTER COMMUNICATIONS		8/14-180070321633	215339	RCC INTERNET SRVCS 8/10-9/09	\$137.04
FRONTIER	S015910	8/14-206-188-2614	215558	TELEPHONE CHARGES 8/19/14-9/18	\$175.38
J BROGAN ENTERPRISES LLC		SC10-24/SUMMER'14	215374	SUMMER ART CLASSES JUN-AUG'14	\$4,298.00
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$82.47
RICHLAND ACE HARDWARE		42736	215506	BUNGEE CORDS/CABLE TIES	\$35.48
SKYHAWKS SPORTS ACADEMY INC		37502	215400	BASKETBALL CAMP 7/28-8/1/14	\$1,203.50
TRI CITY YOUTH CHOIR		AUGUST 2014	215513	MUSIC CAMP-AUGUST 2014	\$705.60
		JULY 2014		MUSIC CAMP-JULY 2014-IST CLASS	\$588.00
		JUNE 2014		MUSIC CAMP-JUNE 2014	\$1,411.20
		SUMMER 2014		MUSIC CAMP-JULY 2014-2ND CLASS	\$940.80
WHITE LOTUS ENTERPRISES		C13-063/JUL 2014	215424	KARATE INSTRUCTOR-JUL 2014	\$187.85
<b>PARKS &amp; REC - RECREATION TOTAL ****</b>					<b>\$10,227.59</b>
<b>Division:</b>	335	PARKS & REC - PARKS&FACILITIES			
A COMPLETE JANITORIAL SUPPLY		5536	215688	AIR FRESHENERS	\$77.10
ABM JANITORIAL NORTHWEST		6957059	215689	JANITOR SRVCS-JULY 2014	\$9,417.47
AIREFCO INC		3298055	215690	FAN BLADE	\$83.51
ARAMARK UNIFORM SERVICES INC	S015893	7/14-934962000	215322	LINEN CHARGES FOR JULY 2014	\$387.61
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$121.88
				287243288881 6/27-7/26/14	\$113.44
ATOMIC SCREENPRINT & EMBROIDERY	S015798	11531	215693	PORT AUTHORITY PIQUE MESH CAP	\$183.74
BEDROCK SPECIALTY STONE PRODUCTS		46691	215694	BASALT ROCK	\$1,332.09
CASCADE NATURAL GAS CORP		8/14-80577100003	215533	NATURAL GAS BLDG 200 7/18-8/14	\$10.85
		8/14-90577100002		NATURAL GAS BLDG 300 7/18-8/14	\$46.76
COMPLETE CLEANING SYSTEMS		5529	215701	STRIP-SEAL WAREHOUSE FLOOR	\$985.00
CRAFTSMAN CABINETS & FLOORCOVERING INC	P054025	7663 FINAL	215348	GROUT EXISTING TILE IN POOL AN	\$6,473.63
DEPARTMENT OF LABOR & INDUSTRIES		129940	215706	ELEVATOR PENALTY FEE-LIBRARY	\$109.40
		162931		ELEVATOR PERMIT-LIBRARY	\$258.00
				ELEVATOR PERMIT-WTP	\$69.10
EWING IRRIGATION PRODUCTS INC		8497795	215707	NOZZLES/HOSE SWIVELS	\$323.58
		8497796		SS HUNTER ULTRAS	\$383.47
		8497797		RAINBIRD ROTORS	\$612.63
		8511013		90' PVC PIPE	\$16.26
		8520372		RETURN KOCHECK HOSES	(\$25.76)
FASTENAL COMPANY		WARIC45035	215549	SS HEX CAP SCREWS	\$6.50
		WARIC45111		2-18V BATTERIES	\$124.53
FRONTIER	S015910	8/14-206-188-2614	215558	TELEPHONE CHARGES 8/19/14-9/18	\$1,026.55
	S015910			TELEPHONE CHARGES 8/19/14-9/18	\$28.17
GLASS NOOK INC		63825	215560	CLEAR PLEX	\$88.81
GRAINGER	S015918	9511715428	215711	V-BELT ITEM #2L453	\$861.33



## City Of Richland

## VL-1 Voucher Listing

From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GRAINGER	S015918	9514550244	215711	AXIAL FAN ITEM #4WT47	\$19.74
	S015918	9516726396		MANOMETER ITEM #2T650	\$680.15
	S015918	9518947024		SWAGING TOOL ITEM #5MK32	\$23.54
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		839585	215498	CREDIT USED ON P054169	\$149.02
LES SCHWAB TIRE CENTER		33300174955	215499	HAND TRUCK TIRE-WHEEL	\$33.57
		33300178033		HAND TRUCK TIRE TUBE	\$5.84
OXARC INC		PSO8041	215721	CARBON DIOXIDE/RUBBER GLOVES	\$101.97
PARTSMaster		20806542	215502	ASPHALT REPAIR COMPOUND	\$425.20
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$2.95
PLATT ELECTRIC SUPPLY INC		E773009	215504	END PLUGS	\$216.63
POOL CARE PRODUCTS INC		115243	215602	CHLORINE/SODA ASH	\$311.09
		115328		POOL CHEMICALS	\$27.08
		115486		CHLORINATOR	\$107.22
		115726		POOL CHEMICALS-R0004	\$7.79
RAY'S TWILGHT SEPTIC TANK		10062	215722	LIFT STATION PUMP OUT	\$308.66
RICHLAND ACE HARDWARE		208071	215506	MARKING PAINT/UMBRELLA	\$33.54
		208141		CAP THREAD GASKETS	\$6.43
		208146		GALVANIZED NIPPLES/COUPLES	\$69.38
		208154		MARKING PAINT/STAKES	\$29.92
		42655		LOPPERS/PRUNING BLADES	\$73.05
		42690		PLASTIC PAIL	\$5.42
		42740		CORNER BRACES	\$60.60
		42762		FOGGERS	\$10.28
		42773		MOUSE TRAPS	\$10.78
		42792		ANCHOR KIT/QUICK SNAPS	\$34.67
		42797		TILE GROUT/SPONGES	\$49.71
		42803		FOGGERS	\$67.10
		42809		BATTERIES	\$20.56
		42824		COUPLINGS	\$9.74
		42831		QWIK FIX/COUPLES	\$37.22
ROTO ROOTER		04896	215726	TRANSFER PUMP CHAMBER	\$324.90
SIEMENS INDUSTRY INC		5443350116	215511	HEAT PUMP CONTROLLER	\$4,541.24
VEMCO INC	S015801	229520	215414	MCQUAY CONDENSER FAN MOTOR	\$781.82
	S015801			SHIPPING	\$116.78
WALLA WATER INC DBA		13197	215731	INSTALL BOTTOM SECTIONS	\$1,501.58
		13204		WEATHER SEAL/STRIP BAY DOORS	\$1,566.40
		13209		WEATHERSEAL/STRIP BAY DOORS	\$1,682.66
WESMAR COMPANY INC	S015861	207247	215636	FREIGHT	\$216.60
	S015861			ADJUST SALES TAX	\$0.01
	S015861			GLYCOL FEED SYSTEM, 55 GALLON,	\$2,286.21
	S015861			GLYCOL FEED SYSTEM, 55 GALLON,	\$2,286.21



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From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESTERN EQUIPMENT DISTRIBUTORS INC		749700	215638	TRACTION CHARGE PRESSURE TEST	\$508.58
		759353		TURF AERATORS-SPOON CLOSED	\$577.69
WILBUR ELLIS COMPANY		8366095	215643	PESTICIDE	\$55.93
		8380410		PESTICIDE	\$167.78
<b>PARKS &amp; REC - PARKS&amp;FACILITIES TOTAL ****</b>					<b>\$42,668.89</b>
<b>Division:</b> 900 NON-DEPARTMENTAL					
ARBAUGH & ASSOCIATES INC		1354	215323	ARBAUGH CONTRACT FEES JUL'14	\$1,509.69
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$30.50
THE OBSERVER		2255527	215728	BLRF-TUMBLEWEED FESTIVAL AD	\$439.50
<b>NON-DEPARTMENTAL TOTAL ****</b>					<b>\$1,979.69</b>
<b>GENERAL FUND Total ***</b>					<b>\$159,549.34</b>
<b>FUND 101 CITY STREETS</b>					
<b>Division:</b> 401 STREETS MAINTENANCE					
ALPINE PRODUCTS INC	S015871	TM-142570	215316	FREIGHT	\$116.23
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$81.47
BENTON PUD		8/14-72866300000	215527	WYE LIGHTS-BADGER REPEATER	\$54.82
FASTENAL COMPANY		WARIC44852	215549	LOCK WASHERS	\$1.29
		WARIC45146	215708	HEX CAP SCREWS	\$40.40
FRONTIER	S015910	8/14-206-188-2614	215558	TELEPHONE CHARGES 8/19/14-9/18	\$52.52
	S015910			TELEPHONE CHARGES 8/19/14-9/18	\$28.17
INLAND ASPHALT CO		32-1999687	215716	ASPHALT	\$87.95
		32-2000759		ASPHALT	\$30.32
				ASPHALT	\$60.66
		32-2004677	215571	ASPHALT	\$121.29
MIDWEST MOTOR SUPPLY CO INC DBA	S015883	3729984	215585	DRILL BITS ITEM #82528	\$47.57
UNITED PARCEL SERVICE	S015902	000986641344	215413	ADDITIONAL WEIGHT CHARGE FOR P	\$9.80
	S015902			SURCHARGE CREDIT FOR PKG TO AT	(\$1.82)
	S015902			GROUND PKG W/INSURANCE TO ATSI	\$106.94
<b>STREETS MAINTENANCE TOTAL ****</b>					<b>\$837.61</b>
<b>Division:</b> 402 ARTERIAL STREETS					
ALPINE PRODUCTS INC	S015871	TM-142570	215316	TYPE 4-5 CATALYST FOR TWO PART	\$920.55
AMERICAN ROCK PRODUCTS INC		210822	215691	CONCRETE	\$256.03
		210924		CONCRETE	\$177.61
		211019		CONCRETE	\$219.20
GOODMAN & MEHLENBACHER ENTERPRISES INC	P052518	C33-13/RETAINAGE	215366	2013 STEVENS DRIVE OVERLAY -	\$19,551.20
GRANITE CONSTRUCTION COMPANY		682420	215562	ASPHALT	\$19,764.76
		682505		ASPHALT	\$3,080.89
		685787		ASPHALT	\$18,500.71
HD FOWLER COMPANY INC		I3708719	215713	VALVE BOX/LIDS	\$1,669.83



## City Of Richland

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From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
IMT INC		5638	215373	ROBERTSON DR TESTING M14196	\$300.00
		5647		STEVENS DR OVERLAY M14197	\$1,402.50
		5661		SLURRY SEAL TESTING M14201	\$442.50
		5665		RESEARCH DIST TESTING M14212	\$347.50
INLAND ASPHALT CO		32-1996438	215571	ASPHALT	\$11,088.89
		32-1996441		ASPHALT	\$39,078.65
		32-1999675		ASPHALT	\$22,365.79
		32-1999677	215716	TACK OIL	\$1,202.78
		32-2004665		ASPHALT	\$121.30
		32-2004674		ASPHALT	\$60.65
INTERMOUNTAIN SLURRY SEAL INC	P054114	C107-14/PYMT 1	215572	2014 SLURRY SEAL - #107-14	\$220,345.66
JANOS, CHRIS A		71 WILLIS	215491	REIMBURSE SIDEWALK REPAIRS	\$308.66
PRO BUILD COMPANY LLC		71449776	215604	MORTAR MIX	\$9.29
SHANNON & WILSON INC	P054316	7565	215399	STEVENS DR EXTENSION - verify	\$476.64
WATTS CONSTRUCTION INC	P053983	C94-14/PYMT 1	215516	CANYON ST RECONSTRUCTION - 94-	\$13,187.83

ARTERIAL STREETS TOTAL \*\*\*\*

\$374,879.42

CITY STREETS Total \*\*\*

\$375,717.03

**FUND 110 LIBRARY**  
**Division:** 303 LIBRARY

CASCADE NATURAL GAS CORP	8/14-61897100006	215533	NAT GAS 955NORTHGATE 7/18-8/19	\$21.53
COLUMBIA INDUSTRIES SUPPORT LLC	156386	215346	SHREDDING SRVCS-WO#175192	\$82.08
ENVISION WARE INC	INV-US-17440	215547	PORTAL/EMAIL ADDRESS TRAINING	\$300.00
OCLC INC	0000339478	215593	CATALOGING SRVCS-JULY 2014	\$985.33
PITNEY BOWES PURCHASE POWER	7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$253.09
THE PERSONAL TOUCH CLEANING INC	47064	215408	LIBRARY EVENT CLEANING	\$85.00
WASHINGTON STATE PATROL	115000586	215515	VOLUNTEER BACKGROUND CHECKS	\$50.00

LIBRARY TOTAL \*\*\*\*

\$1,777.03

LIBRARY Total \*\*\*

\$1,777.03

**FUND 111 PARK RESERVE FUND**  
**Division:** 304 PARK RESERVE

WASHINGTON NATIVE PLANT SOCIETY	P054214	C100-14	215420	PARK PARTNERSHIP PROGRAM FUNDI	\$4,040.00
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PARK RESERVE TOTAL \*\*\*\*

\$4,040.00

PARK RESERVE FUND Total \*\*\*

\$4,040.00

**FUND 112 INDUSTRIAL DEVELOPMENT FUND**  
**Division:** 305 ECONOMIC DEVELOPMENT

ARBAUGH & ASSOCIATES INC	1354	215323	ARBAUGH CONTRACT FEES JUL'14	\$154.05
AT&T WIRELESS	7/14-287243288881	215324	287243288881 6/27-7/26/14	\$56.78



## City Of Richland

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From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$1.41
RGW ENTERPRISES PC	P053800	6/14 -CWTT	215724	INCREASE TO PURCHASE ORDER PER	\$1,852.50
	P053800	6/14- POLAR 2		INCREASE TO PURCHASE ORDER PER	\$1,922.50
	P053800	6/14-ENW PARCEL		INCREASE TO PURCHASE ORDER PER	\$2,150.00
	P053800	6/14-HRBC		INCREASE TO PURCHASE ORDER PER	\$737.50
	P053800	7/14-CITY VIEW	215608	2014 PROFESSIONAL SERVICES C13	\$2,781.36
	P053800	7/14-HORN RAPIDS		INCREASE TO PURCHASE ORDER PER	\$570.00
	P053800	7/14-LOGSTON		INCREASE TO PURCHASE ORDER PER	\$427.50
	P053800	7/14-LRF PROJECT		INCREASE TO PURCHASE ORDER PER	\$380.00
	P053800	7/14-POLAR 2		2014 PROFESSIONAL SERVICES C13	\$2,155.00
	P053800	7/14-SI STEEL		2014 PROFESSIONAL SERVICES C13	\$68.64
	P053800			INCREASE TO PURCHASE ORDER PER	\$596.36
	P053800	7/15-CWCP		INCREASE TO PURCHASE ORDER PER	\$807.50
<b>ECONOMIC DEVELOPMENT TOTAL ****</b>					<b>\$14,661.10</b>
<b>Division:</b>	306	ECONOMIC DEVELOPMENT PROJECTS			
HDR ENGINEERING INC		00419536-H	215369	C14-09 HR TRACK E/C SUPPORT	\$1,731.79
PERMIT SURVEYING INC		12023-5.INV	215600	RAILROAD ROW-HORN RAPIDS	\$1,620.00
		14066-2.INV		AMERICAN ROCK PARCEL PURCHASE	\$640.00
<b>ECONOMIC DEVELOPMENT PROJECTS TOTAL ****</b>					<b>\$3,991.79</b>
<b>INDUSTRIAL DEVELOPMENT FUND Total ***</b>					<b>\$18,652.89</b>
<b>FUND</b>	<b>150</b>	<b>HOTEL/MOTEL FUND</b>			
<b>Division:</b>	307	HOTEL/MOTEL TAX			
COLUMBIA BASIN BMX		144	215345	C13-13 INSTALL LIGHTING	\$2,028.77
TRI CITIES VISITOR & CONVENTION BUREAU		153000	215411	JULY MONTHLY DUES	\$15,753.04
<b>HOTEL/MOTEL TAX TOTAL ****</b>					<b>\$17,781.81</b>
<b>HOTEL/MOTEL FUND Total ***</b>					<b>\$17,781.81</b>
<b>FUND</b>	<b>151</b>	<b>SPECIAL LODGING ASSESSMENT</b>			
<b>Division:</b>	339	TOURISM PROMOTION AREA			
TRI CITIES VISITOR & CONVENTION BUREAU		JULY 2014	215411	SPECIAL LODGING ACCESS-JULY	\$39,420.77
<b>TOURISM PROMOTION AREA TOTAL ****</b>					<b>\$39,420.77</b>
<b>SPECIAL LODGING ASSESSMENT Total ***</b>					<b>\$39,420.77</b>
<b>FUND</b>	<b>153</b>	<b>COMMUNITY DEV BLOCK GRANT</b>			
<b>Division:</b>	308	CDBG PROGRAM			
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$8.16
<b>CDBG PROGRAM TOTAL ****</b>					<b>\$8.16</b>
<b>COMMUNITY DEV BLOCK GRANT Total ***</b>					<b>\$8.16</b>



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From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
<b>FUND 154</b>	<b>HOME FUND</b>				
<b>Division:</b>	000				
CITY OF PASCO		931 N 25TH PL	215698	REFUND OVERPYMT HOME PROGRAM	\$1,516.27
<b>TOTAL ****</b>					<b>\$1,516.27</b>
<b>Division:</b>	309	<b>HOME PROGRAM</b>			
CITY OF PASCO		JUL-14	215652	HOME DPA 6/1-6/30/14	\$10,770.41
TRI CITY TITLE & ESCROW		DPA14-10	215412	101 BARTLETT-BALLI-HOME DPA	\$10,000.00
<b>HOME PROGRAM TOTAL ****</b>					<b>\$20,770.41</b>
<b>HOME FUND Total ***</b>					<b>\$22,286.68</b>
<b>FUND 380</b>	<b>PARK PROJECT CONSTRUCTION</b>				
<b>Division:</b>	337	<b>PARKS &amp; REC PROJECTS</b>			
HARRINGTON'S TROPHIES		73037	215712	ENGRAVE PLAQUE	\$9.21
		73119		ENGRAVE PLAQUE	\$9.21
NORTHWEST PLAYGROUND EQUIPMENT INC		37056	215592	FREIGHT ON REPLACEMENT PARTS	\$162.45
<b>PARKS &amp; REC PROJECTS TOTAL ****</b>					<b>\$180.87</b>
<b>PARK PROJECT CONSTRUCTION Total ***</b>					<b>\$180.87</b>
<b>FUND 401</b>	<b>ELECTRIC UTILITY FUND</b>				
<b>Division:</b>	000				
GENERAL PACIFIC INC	P054044	1224589	215363	XFMR, POLE 25 KVA 120/240 1-PH	\$7,721.79
	P054045	1224816	215559	XFMR,PAD,3-PH 112 KVA 208Y/120	\$19,542.74
	P054044	1224817	215363	XFMR,PAD,1-PH 50 KVA, 240/120,	\$22,743.00
	P054044			XFMR, POLE 50 KVA, 277, 1-PH	\$3,518.67
	P054044			XFMR,PAD,1-PH 167 KVA, 240/120	\$15,084.02
GRAYBAR ELECTRIC CO INC	P053981	974105247	215367	TERMINAL, XFMR 6 COND 350-12,	\$970.80
WESCO DISTRIBUTION INC	P054299	551458	215635	CLAMP, HOTLINE BRONZE HUBBELL	\$1,185.89
<b>TOTAL ****</b>					<b>\$70,766.91</b>
<b>Division:</b>	501	<b>BUSINESS SERVICES</b>			
ARBAUGH & ASSOCIATES INC		1354	215323	ARBAUGH CONTRACT FEES JUL'14	\$862.68
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$834.49
				287243288881 6/27-7/26/14	\$27.84
FRONTIER	S015910	8/14-206-188-2614	215558	TELEPHONE CHARGES 8/19/14-9/18	\$89.76
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$22.09
				POSTAGE 7/1-7/31/14	\$3.57
UNITED PARCEL SERVICE	S015902	000986641344	215413	GROUND PKG TO ABB FOR SYSTEMS	\$11.83
	S015902			GROUND PKG TO MEGGER SERVICE F	\$5.76
	S015914	000986641354	215627	GROUND PKG TO ITRON FOR TECH S	\$5.46
VERIZON WIRELESS	P053490	9730591367	215631	WIRELESS DATACARD- R. HAMMOND	\$40.01



## City Of Richland

VL-1 Voucher Listing

From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WASHINGTON CITIES INSURANCE AUTHORITY		JULY 2014	215418	WCIA DEDUCTIBLE CLAIMS-JULY	\$6,086.64
<b>BUSINESS SERVICES TOTAL****</b>					<b>\$7,990.13</b>
<b>Division:</b>	502	ELECTRICAL ENGINEERING			
CITY OF RICHLAND		14-357 BROWN	215343	TRANSFORMER SEMINAR/BROWN	\$562.68
NORTHWEST PUBLIC POWER ASSOCIATION	P054306	110715	215389	ELECTRICAL ENGINEER I RECRUITI	\$110.00
US BANK EQUIPMENT FINANCE INC		259542520	215629	XEROX 6604 PYMT 9/6-10/6/14	\$81.60
WATER SOLUTIONS INC	P053569	9249	215421	DSC (703) BLDG WATER UNIT RENT	\$13.55
<b>ELECTRICAL ENGINEERING TOTAL****</b>					<b>\$767.83</b>
<b>Division:</b>	503	POWER OPERATIONS			
ABADAN INC		ARIN049902	215518	PLOTTER PAPER	\$77.26
ALTEC INDUSTRIES INC	S015699	10265185	215317	BOOM ADAPTER #701702024 FOR 9.	\$2,197.57
	S015699			FREIGHT	\$151.62
AMERICAN ROCK PRODUCTS INC	P054220	210717	215519	PER CONTRACT#14-041:2014 PURCH	\$25.01
	P054220	210821		PER CONTRACT#14-041:2014 PURCH	\$78.07
	P054220	210925		PER CONTRACT#14-041:2014 PURCH	\$1,532.23
	P054220	211288		PER CONTRACT#14-041:2014 PURCH	\$132.03
	P054220	211377		PER CONTRACT#14-041:2014 PURCH	\$1,276.86
	P054220	211602		PER CONTRACT#14-041:2014 PURCH	\$50.51
ARTHUR C CARPENTER CO		268091	215523	SHOVELS-5	\$108.25
BENTON PUD	S015492	8/14-5743127752	215329	TREE TRIMMING SERVICES - 2014	\$2,021.25
		8/14-72866300000	215527	WYE LIGHTS-BADGER REPEATER	\$11.95
BENTON RURAL ELECTRIC ASSOCIATION		106204	215330	WOOD POLES	\$2,712.53
BOYD'S TREE SERVICE LLC	P053496	3474	215332	TREE PRUNING SVC-JAN 1 THRU AP	\$7,189.60
	P053496	3493		TREE PRUNING SVC-JAN 1 THRU AP	\$7,189.60
	P053496	3502		TREE PRUNING SVC-JAN 1 THRU AP	\$9,005.08
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	S015858	3627-538087	215488	CONDUIT GLUE 1 GALLON CANS	\$257.65
	S015858			DOBBERS ITEM #4020	\$59.78
		3627-538391	215347	SAW BLADES	\$24.37
CONSTRUCTION AHEAD INC DBA		24067-01	215703	THAYER FEEDER-FLAGGERS	\$2,872.00
DENNY'S		081014	215705	OVERTIME MEALS 8/10/14	\$50.80
		081114		OVERTIME MEALS 8/11/14	\$40.78
FRANKLIN PUD		3451	215362	2 ACSR AUTO SLEEVES	\$47.48
GRAINGER	S015918	9512862526	215711	CLOCK ITEM #3FE15	\$22.68
HI-LINE HOLDING COMPANY LLC DBA	S015894	1/F36540	215370	SHIPPING	\$30.86
	S015894			VENTILATOR AXIAL STEEL	\$438.57
	S015894			WIRE MIKE ITEM #WIREMIKE	\$182.46
	S015855	1/F43290		SMALL PARTS BAG W/SNAP #HL5815	\$70.30
	S015855			DELIVERY	\$10.29
	S015869	1/F50130		CUTTER HEAD F/8690CK ITEM #PO8	\$251.62
	S015869			CUTTER HEAD F/8690TN ITEM #PO8	\$319.39



## City Of Richland

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From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HI-LINE HOLDING COMPANY LLC DBA	S015869	1/F50130	215370	CUTTER HEAD F/8690FH ITEM #PO8	\$217.53
	S015869			DELIVERY	\$56.91
	S015869			26" MANHOLE COVER HOOK	\$25.19
	S015869			CUTTERHEAD ITEM #PO8613FKS	\$278.60
	S015884	1/F61350	215567	DELIVERY	\$26.12
	S015884			CURVED JAW EHS CABLE GRIP	\$642.87
INLAND ASPHALT CO		32-1994261	215716	ASPHALT	\$139.49
		32-1999687		ASPHALT	\$304.45
		32-2000759		ASPHALT	\$30.32
		32-2004665		ASPHALT	\$508.23
		32-2004674		ASPHALT	\$913.97
				ASPHALT	\$242.59
		32-2004677	215571	ASPHALT	\$66.72
NORCO INC		14179333	215590	SWEATBANDS	\$71.68
PRO BUILD COMPANY LLC		71449392	215604	WODD FORMS	\$26.39
		71449586		SHEATHING	\$83.28
RICHLAND ACE HARDWARE		208126	215506	POP UP SPRINKLER/SEAL TAPE	\$18.39
		208138		AUGERS	\$71.46
		42746		PVC 1" SLIP	\$3.24
TYNDALE ENTERPRISES INC	P053495	783397	215626	FIRE RETARDANT CLOTHING-2014	\$280.34
	P053495	783399		FIRE RETARDANT CLOTHING-2014	\$9.69
UNITED PARCEL SERVICE	S015902	000986641344	215413	ADDITIONAL HANDLING CHARGE FOR	\$8.75
WATTS CONSTRUCTION INC	P053983	C94-14/PYMT 1	215516	C/O #2B ADDT'L CRUSHED SURFACE	\$9,238.50
	P053983			C/O #1A FLAGGERS & SPOTTERS FO	\$12,306.07
	P053983			CANYON ST RECONSTRUCTION - 94-	\$35,216.22
<b>POWER OPERATIONS TOTAL ****</b>					<b>\$99,225.45</b>
<b>Division:</b>	504	SYSTEMS DIVISION			
BUILDERS HARDWARE & SUPPLY CO INC	P054148	S3336469.001	215334	PURCHASE & INSTALL WALL MOUNT	\$3,935.02
	P054148			ADJUST FOR TAX	(\$0.01)
ITRON INC	P053677	341423	215574	TECH SUPPORT PER CONTRACT	\$2,074.04
RICHLAND ACE HARDWARE		208100	215506	EYE SCREW	\$2.16
<b>SYSTEMS DIVISION TOTAL ****</b>					<b>\$6,011.21</b>
<b>Division:</b>	505	ENERGY POLICY MGMT			
APOLLO SHEET METAL INC	P054229	135053	215522	EE LOAN: ANDREW WILLIS, 2109	\$9,230.12
BEARY , MICKEY		211720/2014	215524	1615 BIRCH/REBATE/SOLAR-ICR	\$1,483.20
BENTON COUNTY AUDITOR/WEATHERWISE	P054315	12220	215327	S NELSON-RECORD LIEN; AC# 1222	\$72.00
	P054326	150040		V BURNETT SALYERS-RECORD LIEN;	\$72.00
	P054315	161340 RELEASE		M O'NEIL-RELEASE LIEN; AC# 161	\$72.00
	P054315	191980 RELEASE		C BUSLER-RELEASE LIEN; AC# 191	\$72.00
	P054326	201660 LIEN		L ROBERTS-RECORD LIEN; AC# 201	\$72.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BENTON COUNTY AUDITOR/WEATHERWISE	P054326	251302	215327	M GOODENOUGH-RECORD LIEN; AC#	\$72.00
	P054315	360260 RELEASE		D ARNOLD-RELEASE LIEN; AC# 360	\$72.00
	P054315	362240 RELEASE		D CAMPBELL-RELEASE LIEN; AC#	\$72.00
	P054326	362380 RELEASE		R BUSHORE-RELEASE LIEN; AC# 36	\$72.00
	P054315	391000 LIEN		J MILLER-RECORD LIEN; AC# 3910	\$72.00
	P054326	430700		L HOMER-RECORD LIEN; AC# 43070	\$72.00
	P054315	51160		G ANDERSON-RECORD LIEN; AC# 51	\$72.00
	P054326	651100		D MITCHEM-RECORD LIEN; AC# 651	\$72.00
	P054326	753760 RELEASE		J JONES-RELEASE LIEN, AC# 7537	\$72.00
	P054326	782000 RELEASE		P THOMAS FAMILY-RELEASE LIEN;	\$72.00
	P054315	823400		P LEE-RECORD LIEN; AC# 823400	\$72.00
BENTON PUD		8/14-3287762373	215527	ELECTRIC SRVCS 7/21-8/21/14	\$570.00
BIANCOSINO, DAVID		432080/2014	215529	511 SHAW/REBATE/SOLAR-ICR	\$593.85
BOSTON, JEFFREY		353500/2014	215530	81 HODGES/REBATE/SOLAR-ICR	\$2,554.20
CARPENTER, JACKIE		2014 MILEAGE	215485	CARPENTER-MILEAGE 1/3-8/21/14	\$90.05
CITY OF RICHLAND		232540	215344	2109 SYMONS-REBATE-DHP/INS	\$2,265.90
		360700		76 NEWCOMER-REBATE-HP	\$1,000.00
		851800		955 SIRRON-REBATE-HP/PTCS	\$1,400.00
CULVER COMPANY INC	P054193	49419	215704	SHIPPING	\$23.88
	P054193			COLLAPSIBLE BTL WITH LOGO	\$223.13
CUTSFORTH, JERRY		6063174/2014	215539	258 SCOULER/REBATE/SOLAR-ICR	\$1,745.82
DALY, JOHN		740640/2014	215541	1488 AMON/REBATE/SOLAR-ICR	\$1,422.90
DAVIS, ROBERT		796415/2014	215542	253 SCOULER/REBATE/SOLAR-ICR	\$628.56
DAYCO HEATING & AIR	P054328	40413	215543	EE LOAN: L HOMER, 2315 CARRIAG	\$8,912.01
DELTA HEATING & COOLING INC	P054155	22586	215352	EE LOAN: E ROKKAN, 76 NEWCOMER	\$6,135.20
		22676		206 ODESSA-REBATE-HEAT PUMP	\$1,000.00
	P054284	22716	215545	EE LOAN: G. ANDERSON, 201 DOUG	\$6,785.00
FELLER, DAVID		751500/2014	215552	1403 RIMROCK/REBATE/SOLAR-ICR	\$1,729.44
FLUID MARKET STRATEGIES INC	P053702	12302	215556	DUCTLESS HEAT PUMP PROGRAM	\$160.00
FRAZIER, JANE		172060/2014	215557	2405 RICHMOND/REBATE/SOLAR-ICR	\$2,102.22
GLASS NOOK INC		63916	215365	360 WRIGHT-REBATE-WINDOWS	\$411.59
GREENWELL, ERIC		81800/2014	215563	222 THAYER DR/REBATE/SOLAR-ICR	\$1,053.45
GRISWOLD, DARWIN		211100/2014	215564	1403 COTTONWOOD/REBATE/SOLAR	\$1,661.04
HAMMERSMITH, KAREN		702340/2014	215565	2229 HARRIS/REBATE/SOLAR-ICR	\$2,249.64
HOPKO, ALAN		2010680/2014	215568	3014 SONORAN/REBATE/SOLAR-ICR	\$3,256.20
JANECKE, RICK		630540/2014	215575	2146 HUDSON/REBATE/SOLAR-ICR	\$1,836.00
		630540-2014		2146 HUDSON/REBATE/SOLAR-ICR	\$1,580.58
KADLEC REGIONAL MEDICAL CENTER		931733/2014	215576	888 SWIFT/REBATE/SOLAR-ICR	\$3,838.32
		931733-2014		888 SWIFT/REBATE/WIND-ICR	\$1.32
LEWIS, BERNARD		700680/2014	215578	2323 BENTON/REBATE/SOLAR-ICR	\$580.05
M CAMPBELL & COMPANY INC	P054032	649878	215579	EE LOAN: J KREUTZ, 1131 SADDLE	\$11,498.21



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MATHEY, JARED		721180/2014	215580	2245 DAVISON/REBATE/SOLAR-ICR	\$674.85
MEIER, KIRSTEN		713900/2014	215583	306 GULF/REBATE/SOLAR-ICR	\$1,812.24
MITCHELL, RONALD		691380/2014	215586	2535 ALEXANDER/REBATE/SOLAR	\$2,917.08
NORDWALL, DOUGLAS		890860/2014	215591	105 BREMMER/REBATE/SOLAR-ICR	\$1,388.88
PAULSON, PATRICK		721200/2014	215598	2253 DAVISON/REBATE/SOLAR-ICR	\$3,420.90
PERFECTION GLASS	P054152	9936412704	215599	EE LOAN: B GALLOWAY, 92 GOETHA	\$3,706.95
POORMAN, JERRY JR		411730/2014	215603	505 CASCADE/REBATE/SOLAR-ICR	\$167.94
		411730-2014		505 CASCADE/REBATE/SOLAR-ICR	\$163.62
SMITH, ANSON		9812585/2014	215612	4504 HIGHVIEW/REBATE/SOLAR-ICR	\$649.08
SPERRY, WILLIAM		6061017/2014	215613	2611 COULTER/REBATE/SOLAR-ICR	\$2,391.66
SWALLOW, TROY		171500/2014	215617	1003 ELM/REBATE/SOLAR-ICR	\$1,207.98
TOTAL ENERGY MANAGEMENT INC		51182WWR	215409	1228 ADAIR-REBATE-HEAT PUMP	\$1,000.00
WAITE, COREY		421280/2014	215632	573 SAINT/REBATE/SOLAR-ICR	\$380.70
WATER SOLUTIONS INC	P053569	9249	215421	DSC (703) BLDG WATER UNIT RENT	\$17.33
WIELANG, CHARLES R		900240/2014	215642	1310 RATHWOOD/REBATE/SOLAR-ICR	\$2,199.42
WOOD, GEORGE		1403280/2014	215644	1377 CHARDONNAY/REBATE/SOLAR	\$1,587.60
<b>ENERGY POLICY MGMT TOTAL ****</b>					<b>\$102,860.11</b>
<b>Division:</b> 506 TECHNICAL SERVICES					
AMERIGAS		3031514524	215521	BADGER MT TANK RENTAL-1 YEAR	\$102.89
<b>TECHNICAL SERVICES TOTAL ****</b>					<b>\$102.89</b>
<b>ELECTRIC UTILITY FUND Total ***</b>					<b>\$287,724.53</b>
<b>FUND 402 WATER UTILITY FUND</b>					
<b>Division:</b> 000					
BADGER MOUNTAIN IRRIGATION DISTRICT		2014-2ND QTR	215325	BADGER SOUTH WTR CONNECT FEES	\$2,400.00
FERGUSON ENTERPRISES INC	P054235	0430231	215553	TEE, BRASS 2 INCH, FIPT	\$324.09
	P054235			BRASS BUSHING 1-1/4" X 1" PIPE	\$69.75
	P054235			BRASS BUSHING 1-1/2" X 1" PIPE	\$99.15
	P054235			BRASS BUSHING 2" X 1" PIPE	\$489.52
NOR AM INVESTMENT LLC		2ND QTR 2014	215387	WHITE BLUFFS WTR LATECOMER	\$16,276.08
<b>TOTAL ****</b>					<b>\$19,658.59</b>
<b>Division:</b> 410 WATER CAPITAL PROJECTS					
BUILDERS HARDWARE & SUPPLY CO INC		S3341938.001	215531	WTP ALARM SERVICE CALL	\$297.77
GOODMAN & MEHLENBACHER ENTERPRISES INC	P053339	C114-13/RETAINAGE	215710	BMID WATERLINE INTERTIE - C114	\$2,963.88
	P052518	C33-13/RETAINAGE	215366	STEVENS-MAHAN WATER MAIN	\$46,312.50
PACIFIC HIDE & FUR DEPOT DBA		3666920	215595	GALVANIZED PIPE	\$19.16
WILBUR ELLIS COMPANY		8282549	215643	WEED KILLER	\$500.78
<b>WATER CAPITAL PROJECTS TOTAL ****</b>					<b>\$50,094.09</b>
<b>Division:</b> 411 WATER ADMINISTRATION					
ARBAUGH & ASSOCIATES INC		1354	215323	ARBAUGH CONTRACT FEES JUL'14	\$554.58



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RH2 ENGINEERING INC	P053838	60821	215725	WATER HYDRAULIC MODELING SERVI	\$1,782.84
WA STATE DEPARTMENT OF HEALTH		E001006	215417	SANITARY SURVEY 72250W	\$1,632.00
<b>WATER ADMINISTRATION TOTAL ****</b>					<b>\$3,969.42</b>
<b>Division:</b>	412	WATER OPERATIONS			
ARAMARK UNIFORM SERVICES INC	S015893	7/14-934962000	215322	LINEN CHARGES FOR JULY 2014	\$42.03
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$140.38
BENTON FRANKLIN HEALTH DISTRICT		6646	215526	WATER SAMPLES-JULY	\$3,016.00
BENTON RURAL ELECTRIC ASSOCIATION		7/14-385100	215528	KENNEDY BOOSTER STATION	\$2,273.92
ENERGY NORTHWEST		ENV02391	215546	WATER SAMPLES-JULY	\$42.00
FISHER SCIENTIFIC COMPANY, LLC	S015873	5123198	215360	WHATMAN FILTER PAPERS 185MM	\$324.90
	S015873			SHIPPING CHARGE ON INV #512319	\$5.96
	S015873	5225051		EASYPURE FILTER 0.2 MICRON	\$104.63
HACH COMPANY	S015872	8966006	215368	FREIGHT	\$18.49
	S015872			LAB TURBIDIMETER SAMPLE CELLS	\$110.79
	S015872			SAMPLE CELL: 1 ROUND GLASS 10M	\$30.32
	S015872			CHLORINE (TOTAL) TEST KIT MODE	\$42.18
HD FOWLER COMPANY INC	S015854	I3714621	215566	DE-CHLOR TABLETS, 45 LB PAIL,	\$1,388.69
OXARC INC		PSN0500	215594	CHLORINE	\$7,036.92
		PSO4455		CHLORINE	\$3,671.24
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$12.52
UV DOCTOR LAMPS LLC	S015823	8285	215630	AMALGAM LAMP, WEDECO K SERIES	\$11,371.50
XEROX CORPORATION		075327105	215645	WC4118 BASE CHRГ-JULY	\$38.11
		075431480		WC4118 BASE CHRГ-AUG	\$38.11
<b>WATER OPERATIONS TOTAL ****</b>					<b>\$29,708.69</b>
<b>Division:</b>	413	WATER MAINTENANCE			
AMERICAN ROCK PRODUCTS INC		210923	215691	TOP COURSE	\$143.13
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$234.21
FASTENAL COMPANY		WARIC45159	215708	HEX CAP SCREWS	\$5.93
		WARIC45163		ANCHORS/HEX NUTS	\$43.82
		WARIC45183		SCREWS	\$27.62
		WARIC45188		HEX CAP SCREWS	\$38.41
		WARIC45193		GRINDING WHEELS	\$78.65
HD FOWLER COMPANY INC		I3715466	215713	FLANGES/GASKETS	\$289.11
		I3716642		VALVE/HYDRANT	\$774.19
INLAND ASPHALT CO		32-1999687	215716	ASPHALT	\$30.32
				ASPHALT	\$15.16
NORCO INC		13859225	215590	CYLINDER RENTAL-JUNE	\$20.14
OXARC INC		R2862600	215594	GASES CYLINDER RENTAL	\$60.00
PRO BUILD COMPANY LLC		71449635	215604	AIR VAC INSULATION	\$56.10
TWIN CITY METALS INC		83452	215625	FLAT IRON	\$19.39



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TWIN CITY METALS INC		83612	215625	GALVANIZED PIPE	\$41.91
UNITED PARCEL SERVICE	S015902	000986641344	215413	GROUND PKG TO SOUND MICROBIOLO	\$6.83
	S015902			ADDITIONAL HANDLING CHARGE FOR	\$8.75
	S015914	000986641354	215627	GROUND PKG TO BADGER METER FOR	\$11.23
	S015914			NDA PKG TO SOUND MICROBIOLOGY	\$20.57
WATER MAINTENANCE TOTAL ****					\$1,925.47
WATER UTILITY FUND Total ***					\$105,356.26
<b>FUND 403</b>	<b>WASTEWATER UTILITY FUND</b>				
<b>Division:</b>	420	SEWER ADMINISTRATION			
RH2 ENGINEERING INC	P053838	60821	215725	MOD #1- FINALIZE RISK MANAGEME	\$243.35
SEWER ADMINISTRATION TOTAL ****					\$243.35
<b>Division:</b>	422	SEWER OPERATIONS			
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$184.63
FEDERAL EXPRESS CORP		2-750-60868	215551	RETURN COOLER	\$15.88
FRONTIER	S015910	8/14-206-188-2614	215558	TELEPHONE CHARGES 8/19/14-9/18	\$58.20
GRAINGER	S015918	9508150662	215711	V-BELT ITEM #4L200	\$15.73
NORCO INC		14099861	215388	ION BATTERY PACK	\$238.26
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$5.96
TACOMA SCREW PRODUCTS INC		22101256	215618	ABSORBENT PADS/GLOVES	\$63.79
		22101878		PIPE FITTINGS/SEAL TAPE	\$137.43
UNITED PARCEL SERVICE	S015902	000986641344	215413	ADDITIONAL WEIGHT AND HANDLING	\$14.32
	S015902			6 GROUND PKGS TO ALS FOR WWTP	\$56.34
WASTE MANAGEMENT		0090360-1819-1	215634	POL SERVICES-COMPOST PAD	\$107.49
SEWER OPERATIONS TOTAL ****					\$898.03
<b>Division:</b>	423	SEWER MAINTENANCE			
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$150.06
BLASDEL, NICK		072514	215696	BLASDEL-CDL PHYSICAL	\$76.00
CUES INC	P054089	413272	215349	ESRI Module for Granite XP Sof	\$666.05
FASTENERS INC		S4018068.001	215550	GRIPPER WRENCH	\$8.61
GRAINGER	S015918	9516726370	215711	CLAMP METER ITEM #4FXH5	\$358.15
IRRIGATION SPECIALISTS INC		1124251-01	215573	HYDRANT REPAIR KIT	\$52.76
PARTSMaster		20810469	215597	CRYOFLEX BLADES	\$53.26
TACOMA SCREW PRODUCTS INC		22101268	215618	CABLE TIES/TIE WRAP	\$45.37
		22101882		HEX DIE NUT	\$3.62
SEWER MAINTENANCE TOTAL ****					\$1,413.88
WASTEWATER UTILITY FUND Total ***					\$2,555.26
<b>FUND 404</b>	<b>SOLID WASTE UTILITY FUND</b>				
<b>Division:</b>	430	CAPITAL PROJECTS			



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From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ROWAND MACHINERY CO	S015717	157684	215396	RENTAL OF JOHN DEERE EXCAVATOR	\$5,956.50
<b>CAPITAL PROJECTS TOTAL ****</b>					<b>\$5,956.50</b>
<b>Division:</b>	432	SOLID WASTE COLLECTION			
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$115.11
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$1.14
TOTER INC	S015811	KB65349707	215620	TOTER 96 GALLON - EVR II	\$30,044.59
	S015811			ESTIMATED FREIGHT	\$4,060.38
<b>SOLID WASTE COLLECTION TOTAL ****</b>					<b>\$34,221.22</b>
<b>Division:</b>	433	SOLID WASTE DISPOSAL			
ARAMARK UNIFORM SERVICES INC	S015893	7/14-934962000	215322	LINEN CHARGES FOR JULY 2014	\$122.81
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$28.33
FOLLETT, LYNNE		AUGUST 2014	215709	FOLLETT-MILEAGE AUGUST 2014	\$27.44
FRONTIER	S015910	8/14-206-188-2614	215558	TELEPHONE CHARGES 8/19/14-9/18	\$114.04
MITCHELL, FRANK		AUGUST 2014	215719	MITCHELL-MILEAGE AUGUST 2014	\$31.36
PACIFIC HIDE & FUR DEPOT DBA		3665877	215391	FLAT BAR METAL	\$201.24
<b>SOLID WASTE DISPOSAL TOTAL ****</b>					<b>\$525.22</b>
<b>SOLID WASTE UTILITY FUND Total ***</b>					<b>\$40,702.94</b>
<b>FUND</b>	<b>405</b>	<b>STORMWATER UTILITY FUND</b>			
<b>Division:</b>	441	STORMWATER			
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$16.53
DAS MANUFACTURING INC	P054174	4656	215350	DURACAST CURB MARKERS (STORMWA	\$1,900.00
	P054174			SHIPPING	\$54.00
	P054174			5 OZ CURB MARKER ADHESIVE	\$70.80
	P054174			11 OZ CURB MARKER ADHESIVE	\$106.80
WA STATE DEPARTMENT OF ECOLOGY	P054312	L9700040/PYMT 20	215416	STORMWATER LOAN #L9700040 - PM	\$3,691.73
	P054312			STORMWATER LOAN #L9700040 - PM	\$1,957.61
<b>STORMWATER TOTAL ****</b>					<b>\$7,797.47</b>
<b>STORMWATER UTILITY FUND Total ***</b>					<b>\$7,797.47</b>
<b>FUND</b>	<b>407</b>	<b>MEDICAL SERVICES FUND</b>			
<b>Division:</b>	121	AMBULANCE			
BENTON COUNTY FIRE DIST 1		13-68	215525	ERS CAD MAINT 8/2014-7/2015	\$96.70
EAGLE PRINTING & GRAPHIC DESIGN INC	P054104	39666	215354	#PC61T, PORT & CO, 6.1 OUNCE T	\$1,765.02
	P054104			#ST310, SPORT TEK, JERSEY KNIT	\$731.03
	P054104			#4850MP, JERZEES, SUPER SWEATS	\$495.47
	P054104			#K321, PORT AUTHORITY, 6.3 OUN	\$428.87
	P054104			#K321, PORT AUTHORITY, 6.3 OUN	\$82.31
	P054104			#K321, PORT AUTHORITY, 6.3 OUN	\$192.23
	P054104			ADJUST SALES TAX	\$0.01



## City Of Richland

VL-1 Voucher Listing

From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EAGLE PRINTING & GRAPHIC DESIGN INC	P054104	39666	215354	#PC61T, PORT & CO, 6.1 OUNCE T	\$66.60
	P054104			#ST310, SPORT TEK, JERSEY KNIT	\$94.22
	P054104			#PC61T, PORT & CO, 6.1 OUNCE T	\$106.13
	P054104			SCREEN FEES	\$162.45
	P054104			#4850MP, JERZEES, SUPER SWEATS	\$177.88
		39775		REMIT ENVELOPES-AMBULANCE BILL	\$258.25
OXARC INC		PSM2318	215594	MEDICAL OXYGEN	\$55.34
		PSM2319		MEDICAL OXYGEN	\$10.20
		PSN0495		MEDICAL OXYGEN	\$29.26
		PSN0835		OXYGEN CYLINDER LEASE	\$165.00
				OXYGEN CYLINDER LEASE	\$38.08
		PSN3586		MEDICAL OXYGEN	\$55.34
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$172.46
SEA WESTERN INC	S015905	178628	215611	ADJUST FOR TAX	(\$0.01)
	S015905			HAIX XRI STATION WEAR BOOT:	\$1,272.53
	S015905			HAIZ FIRE HUNTER EXTREME 14"	\$1,786.95
	S015905			SHIPPING	\$34.30
SPRINT		147658811-081	215614	LIFEPAK CHRGS 8/15-9/14/14	\$151.24
		891160522-125		CELL PHONES 6/18-7/14/14	\$36.23
		891160522-126		CELL PHONES 7/18-8/17/14	\$36.23
STERICYCLE INC		3002724342	215615	BIO WASTE DISPOSAL FEE	\$10.36
TRI CITIES CHAPLAINCY		2014-03	215410	CHAPLAIN SRVCS-JULY	\$446.25
VERIZON WIRELESS		9728890858	215631	MDT WIRELESS 7/20-8/19/14	\$224.06
AMBULANCE TOTAL ****					\$9,180.99
MEDICAL SERVICES FUND Total ***					\$9,180.99
<b>FUND 408</b>	<b>BROADBAND FUND</b>				
<b>Division:</b>	460	BROADBAND ADMINISTRATION			
ID CONSULTING SOLUTIONS LLC	P054334	2014-1099	215372	PHASE 1 WAN REVIEW AND UPDATE-	\$3,480.00
PARAMOUNT COMMUNICATIONS INC	P053154	30395	215501	C/O#3 SNYDER HUT / SANDHILL HU	\$91,307.73
	P053154			C/O#3 SNYDER HUT / SANDHILL HU	\$54,007.09
	P053154			PARAMOUNT COMMUNICATIONS FIBER	\$472,172.43
	P054163	30445	215596	Installation of conduit and fi	\$10,607.99
BROADBAND ADMINISTRATION TOTAL ****					\$631,575.24
BROADBAND FUND Total ***					\$631,575.24
<b>FUND 501</b>	<b>CENTRAL STORES FUND</b>				
<b>Division:</b>	000				
CROWN PAPER & JANITORIAL SUPPLY INC	P054255	183864	215538	TOWEL, ROLL, REINFORCED, WHITE	\$990.69
	P054255			WIPES, BOXED, TAN, 9.75"X 16.5	\$863.19



## City Of Richland

VL-1 Voucher Listing

From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CROWN PAPER & JANITORIAL SUPPLY INC	P054255	183959	215538	WIPES, 1/4 FOLD, POLY WRAPPED	\$962.74
GRAINGER	P054294	9516875631	215561	ADJUST SALES TAX	\$0.01
	P054294			JUG MOUNTING RACK, 2-5 GALLON	\$69.60
	P054294			JUG CUP DISPENSER, PLASTIC	\$116.15
HORIZON DISTRIBUTION INC	P054247	0820949	215569	CHAIN 5/16", TRANSPORT, SYSTEM	\$268.32
	P054247	817964/819253		GRAB HOOK, 5/16", CLEVIS,	\$10.88
	P054247			SHACKLE, 3/4 SCREW PIN,6.5 TON	\$68.00
	P054247			SHACKLE, 5/8 SCREW PIN,4.5 TON	\$29.37
	P054203	820271		COOLER, 12 PACK ICE CHEST,	\$272.74
	P054247	820272		HOLES AW, 7/8", BI-METAL,	\$8.86
	P054320	820950		GREASE GUN, PISTOL GRIP W/18"	\$163.37
	P054320			RAKE, BOW,14 TEETH, 54" HANDLE	\$57.44
	P054320			HAMMER,BLACKSMITH, NEW ENGLAND	\$35.41
	P054320			BLADE, BI-METAL,UTILITY KNIFE,	\$7.74
WEST COAST PAPER COMPANY	P054227	8659503	215637	DISCOUNT	(\$44.48)
	P054227			TISSUE, TOILET LARGE ROLL 2PLY	\$235.12
	P054227			TISSUE,FACIAL 2-PLY 125 SHT/BX	\$587.42
	P054227			TOWEL,SINGLEFOLD, WHITE, 1-PLY	\$1,408.12
	P054227			TISSUE, TOILET LARGE ROLL 2PLY	\$2,586.31
	P054227	8664628		DISCOUNT	(\$16.24)
	P054227			TOWEL, MULTI-FOLD,WHITE, 2-PLY	\$1,758.36
<b>TOTAL ****</b>					<b>\$10,439.12</b>
<b>CENTRAL STORES FUND Total ***</b>					<b>\$10,439.12</b>
<b>FUND 502</b>	<b>EQUIPMENT MAINTENANCE FUND</b>				
<b>Division:</b>	000				
WESTERN STATES EQUIPMENT COMPANY	P054287	PC110283077	215639	HYD HOSE AEROQUIP GH781-16, 1"	\$658.12
	P054295	PC110283222		HYD HOSE AEROQP GH781-12, 3/4"	\$747.45
<b>TOTAL ****</b>					<b>\$1,405.57</b>
<b>Division:</b>	214	<b>EQUIPMENT MAINTENANCE</b>			
A & E TOWING LLC		4351	215315	TOWING VEH 3231 WO 36726	\$328.69
ARAMARK UNIFORM SERVICES INC	S015893	7/14-934962000	215322	LINEN CHARGES FOR JULY 2014	\$164.85
CENTRAL HOSE & FITTINGS INC		393851	215337	TUBING-HOSES VEH 7122 36552	\$65.66
FARMERS EXCHANGE		131719	215548	CARB KIT VEH 6411 WO 36736	\$38.52
FAST SIGNS		139-49607	215358	VINYL LETTERS AND NAMES	\$175.00
FASTENERS INC		S4014861.003	215550	RETAINER	\$13.46
		S4018362.001	215359	NITRILE GLOVES/TIE WRAPS	\$208.09
		S4022259.001	215550	SHRINK TUBING/HAND PADS	\$130.37
GENUINE AUTO GLASS OF TRI CITIES LLC		604900	215364	WINDSHIELD VEH 2379 WO 36701	\$157.05
		604902		WS REPAIR VEH 3283 WO 36472	\$54.15



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From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HOTSY OF SPOKANE		20000	215570	CARBON-ATE PLUS SOAP	\$2,057.70
		314113	215493	BACKUP ALARM VEH 3265 WO 36531	\$34.65
JT AUTOMOTIVE PARTS INC DBA		314217		OIL FILTER VEH 6580 WO 36586	\$6.17
		314224		LINER VEH 3204 WO 36706	\$2,961.40
		314225		LINER VEH 3205 WO 36593	\$2,961.40
		314392		AIR FILTER VEH 6580 WO 36586	\$12.03
		314401		TAILGATE CONVERTER VEH 3331	\$3.15
		314402		FILTERS VEH 7145 WO 36420	\$121.81
		314431		FLASHLIGHT BATTERIES	\$20.53
		314444		CORE CREDIT VEH 2362 WO 36549	(\$6.67)
		314453		OIL FILTER VEH 6580 WO 36586	\$6.17
		314470		WIPERS VEH 1380 WO 36179	\$21.51
		314484		V-BELT VEH 4084 WO 36566	\$15.77
		314497		FILTERS VEH 7141 WO 36598	\$495.19
		314498		HYD FILTERS VEH 7141 WO 36598	\$31.37
		314500		FILTERS	\$43.29
		314508		TORQUE VEH 2371 WO 36280	\$758.00
		314513		SAFETY MASK	\$21.11
		314522		FILTERS VEH 6564 WO 36603	\$67.23
		314541		FILTERS VEH 6545 WO 33671	\$22.66
		314571		OIL VEH 6564 WO 36603	\$38.01
		314603		V-BELT VEH 3213 WO 36530	\$17.32
		314604		LAMP VEH 3213 WO 36530	\$2.44
		314645		BATTERY VEH 6566 WO 36610	\$106.20
		314675		BATTERY VEH 6567 WO 36629	\$96.00
		314683		SILICONE VEH 3309 WO 36517	\$76.04
		314690		SOCKET SET	\$131.02
		314695		EXHAUST FLUID VEH3321 WO 36631	\$14.86
		314696		EXHAUST FLUID VEH 7152 36630	\$14.86
		314705		ALTERNATOR VEH 2256 WO 36633	\$252.19
		314719		GRINDING WHEELS VEH 3222 36551	\$42.17
		314722		BULB VEH 2410 WO 36186	\$9.53
		314733		FILTERS VEH 2426 WO 36637	\$20.07
		314737		FILTERS VEH 1375 WO 36638	\$15.63
		314770		CORE CREDIT VEH 2256 WO 36633	(\$134.60)
		314809		TRAN FLUID VEH 2371 WO 36280	\$106.96
		314907		GRINDING WHEEL VEH 3222 36551	\$7.57
		314913		BATTERY VEH 2371 WO 36656	\$118.49
		314917		BRK CLEANER VEH 2371 WO 36280	\$25.99
		314942		WET DRY VACUUM	\$65.27
		314945		WIRE CONNECTOR VEH 2419 36658	\$10.83



## City Of Richland

VL-1 Voucher Listing

From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		314980	215493	WIPERS VEH 1380 WO 36709	\$21.51
		314983		BATTERY VEH 9500 WO 36662	\$92.09
		314993		LOOMS VEH 3247 WO 36708	\$15.16
		315083		CARB CLEANER VEH 3151 36677	\$8.75
		315084		FILTERS VEH 3151 WO 36677	\$40.20
		315086		CLEANERS VEH 1376 WO 36674	\$17.39
		315091		FILTER VEH 3151 WO 36681	\$2.14
		315093		FILTERS VEH 6565 WO 36646	\$45.90
		315136		FUEL FILTER VEH 3231 WO 36657	\$21.66
		315183		FILTER KIT VEH 2344 WO 36692	\$18.67
		315213		PLUG-CONNECTOR VEH 3151 36711	\$217.93
		315215		SPRAY PAINT VEH 3222 WO 36551	\$40.79
		315230		RETURN OIL VEH 3151 WO 36677	(\$11.40)
		315233		WIPERS VEH 2344 WO 36181	\$10.28
		315234		WIPERS VEH 2344 WO 36181	\$10.28
		315235		PIPE SEALANT VEH 6545 36620	\$15.37
		315238		CLAMPS VEH 3231 WO 36657	\$23.61
		315276		CORE CREDIT VEH 3161 WO 36693	(\$85.44)
		315313		SPRAY PAINT VEH 3309 36718	\$35.74
		315316		OIL FILTER VE 1371 WO 36189	\$3.80
		315321		BRAKES VEH 1371 WO 36719	\$134.27
		315330		BRAKES VEH 2363 WO 36722	\$133.95
		315421		BRK CLEANER VEH 3265 WO 36704	\$42.24
		315422		CONNECTOR VEH 3264 WO 36717	\$8.08
		315443		AIR FILTER VEH 6411 WO 36736	\$8.32
		315465		BELT VEH 4000 WO 36734	\$8.84
		315468		BRK CLEANER VEH 1371 WO 36719	\$6.50
KOOL SHADES WINDOW TINTING	665508		215377	WINDOW TINT VEH 2398 WO 36595	\$238.26
MCCURLEY CHEVROLET	860481		215581	FLOORLINER VEH 3327 WO 36521	\$127.13
	860797			TC SWITCH VEH 2272 WO 36460	\$38.96
	860811			SOCKETS VEH 3234 WO 36465	\$37.78
	860815			ACTUATOR VEH 1382 WO 36486	\$39.09
	860850			ACCUMULATOR VEH 3226 WO 36416	\$40.69
	860921			FILTER/FLUID VEH 1371 36748	\$77.49
	860922			TRANS FILTER VEH 1376 WO 36679	\$77.49
	860933			FILTER/FLUID VEH 2382 WO 36543	\$82.13
	860958			SWITCH VEH 3234 WO 36465	\$35.48
	860993			TRANS FLUID VEH 2364 WO 36557	\$93.28
	861361			AIR CLEANER VEH 2327 WO 36635	\$117.78
	861557			TRANS FLUID VEH 2371 WO 36280	\$42.27
	861629			PANEL LAMP VEH 3271 WO 36661	\$124.55



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From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MCCURLEY CHEVROLET		861654	215581	PRESSURE HOSE VEH 1107 36643	\$107.61
		861684		ENGINE OIL	\$1,168.32
		861696		PUMP ASSMY VEH 3231 WO 36657	\$164.35
		861724		HOUSING VEH 3271 WO 36661	\$130.63
		861742		GASKET VEH 3231 WO 36657	\$10.42
		861826		ACTUATOR VEH 1376 WO 36674	\$38.98
		861957		WIN REGULATOR VEH 1376 36710	\$294.22
		CM851215		RETURN PUMP VEH 3266 WO 35300	(\$43.15)
		CM852130		RETURN SP HOSE VEH 3293 35421	(\$67.91)
		CM855396		RETURN HANDLE VEH 2370 35846	(\$12.83)
MOBILE FLEET SERVICE INC		1242180089	215587	REACTION ROD VEH 3222 WO 36551	\$704.11
		1242200034		TENSION BELT VEH 3222 WO 36551	\$428.74
		1242250038		SPRINGS/BELT VEH 3222 WO 36551	\$473.09
MONARCH MACHINE & TOOL CO INC		A172571	215386	TRASHBIN REPAIR VEH 0800 36554	\$1,581.98
		A172676	215588	FLAT BAR VEH 6410 WO 36600	\$13.86
NORCO INC		14151393	215590	GOUGING TIP VEH 3222 WO 36551	\$87.53
PETERSON PACIFIC CORP		CI-000014056	215601	FILTERS VEH 7143 WO 36596	\$649.32
PROFESSIONAL AUTOMOTIVE PAINT DIST LLC DBA		S9-527885	215605	JUMP STARTER	\$142.95
RDO EQUIPMENT CO		P30266	215393	SEAT KIT VEH 6567 WO 36580	\$2,022.12
		P30632		FILTERS VEH 6589 WO 36640	\$74.83
		P30633	215607	ARM/WHEEL KIT VEH 6566 36579	\$87.37
		P30934		COMP SPRINGS VEH 6562 WO 36644	\$67.35
		P31144	215393	SCREEN VEH 7122 WO 36716	\$98.38
		P31145		BLADES VEH 6567 WO 36720	\$84.97
RMT EQUIPMENT		Q94974	215610	ROLLERS VEH 6564 WO 36603	\$156.47
ROWAND MACHINERY CO		158214	215396	HANDLES VEH 7148 WO 36729	\$30.32
		160736		CABLE VEH 7108 WO 36459	\$134.03
SONSHINE COLLISION SERVICES INC		27688	215401	REPAIRS VEH 2398 WO 36594	\$3,160.84
		27779		REPAIRS VEH 1202 WO 36699	\$2,647.91
		27809		REPAIRS VEH 1202 WO 36698	\$520.27
		27834		REPAIRS VEH 3330 WO 36583	\$1,497.46
SPECIAL ASPHALT PRODUCTS INC		INVC065925	215402	20' HOSE VEH 6545 WO 36388	\$3,733.08
TACOMA SCREW PRODUCTS INC		22101252	215618	ELBOWS VEH 3284 WO 35665	\$31.95
		22101611		SWIVEL TEE VEH 3284 WO 35665	\$6.71
TIRE FACTORY INC DBA		03-102053	215619	TTRAILER TIRE VEH 4153 36695	\$54.00
		03-102171		FLAT REPAIR VEH 2412 WO 36754	\$17.06
TRANSPORT EQUIPMENT CO INC DBA		163590	215621	A/C DRYER FILTER VEH 3308	\$110.61
		163855		ADJUSTER KITS VEH 3282 36541	\$435.28
		164095		CONDENSER ASSY VEH 3309 36517	\$465.84
		164149		PRESSURE VALVE VEH 3291 36688	\$31.32
		164150		BLADE CLIPS VEH 3213 WO 36530	\$5.46



## City Of Richland

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From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRANSPORT EQUIPMENT CO INC DBA		164154	215621	THERMOSTAT VEH 3314 WO 36589	\$60.57
		164210		TURN SWITCH VEH 3314 WO 36589	\$90.09
		164211		FUEL SENSOR VEH 3308 WO 36601	\$180.21
		164292		DISCOUNT VEH 3309 WO 36517	(\$10.83)
		164475		MARKER LAMPS VEH 3295 36666	\$33.53
		164751		BRAKES VEH 3280 WO 36680	\$239.22
		164837		CLAMPS VEH 3296 WO 36690	\$89.91
		164904		CLAMP VEH 3296 WO 36690	\$12.00
		164905		HOODHOOK VEH 3284 WO 36702	\$13.42
		164958		CLAMP VEH 3320 WO 36755	\$9.55
		165082		DISCOUNT VEH 3320 WO 36755	(\$1.08)
TRI CITIES BATTERY & AUTO REPAIR	0097674		215624	BATTERY VEH 2371 WO 36280	\$235.91
WASHINGTON COMMUNICATIONS LLC DBA	364310		215419	CONTROLLER VEH 3279 WO 36487	\$187.31
	366349			RACK VEH 1208 WO 36559	\$206.34
WESTERN PETERBILT INC	PA16266		215422	PROGRAM GAUGE VEH 3312 36714	\$881.40
WESTERN STATES EQUIPMENT COMPANY	PC110283075		215639	BULK HOSE VEH 3284 WO 35665	\$218.34
	PC110283076			HOSES VEH 3284 WO 35665	\$453.29
	PC110283078			INCH SLEEVES VEH 3284 35665	\$300.93
	PC110283223			AS STEM/HOSE VEH 7130 WO 36590	\$344.68
	PC110283224			TUBE VEH 7090 WO 36591	\$154.94
	PC110283225			COUPLINGS VEH 3310 WO 36522	\$29.42
	PC110283309			CLIPS VEH 7130 WO 36697	\$34.64
	PC110283583			COUPLINGS VEH 3283 WO 36402	\$58.85
	PC110283584			SOCKETS/PINS VEH 3315 WO 36439	\$45.95
	PC110283658			FILTERS VEH 7143	\$97.60
	PR110021157			RETURN AS STEMS VEH 7130	(\$108.12)
	PR110021168			RETURN CLIPS VEH 7130	(\$69.29)
	WO110098392			HYD TANK REPAIR VEH 7123 36696	\$657.63
	WO110098588			HYD SYSTEM REPAIRS VEH 7090	\$2,972.80
WESTERN SYSTEMS & FABRICATION INC	7644		215423	BELTING VEH 3314 WO 36589	\$985.98
	8555			J STICK VEH 3309 WO 36129	\$1,592.75
	8556			FUSES VEH 3284 WO 35665	\$19.84
	8587			CABLES VEH 3285 WO 36512	\$89.17
	8588			CAMERA SYSTEM VEH 3247 36443	\$1,218.38
	8633		215641	PACKER ASSY VEH 3309 WO 36517	\$3,350.53
	8645			HINGE PINS VEH 3309 WO 36517	\$258.75
	0445784		215517	OFF ROAD DYED DIESEL/LANDFILL	\$6,847.76
WONDRACK DISTRIBUTING INC	0738623		215732	CARDLOCK FUEL 8/9-8/15/14	\$20,197.10
	0738701			CARDLOCK FUEL 8/16-8/22/14	\$20,637.35
EQUIPMENT MAINTENANCE TOTAL ****					\$98,048.84



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From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
<b>EQUIPMENT MAINTENANCE FUND Total ***</b>					<b>\$99,454.41</b>
<b>FUND 505</b>	<b>PUBLIC WORKS ADMIN &amp; ENGINEER</b>				
<b>Division:</b>	450	PW ADMIN & ENGINEERING			
ABADAN INC		ARIN049971	215518	ASBUILTS	\$36.40
AMERICAN WATER WORKS ASSOCIATION		7000843865	215520	AWWA 2015 DUES-ALDRICH	\$83.00
AT&T WIRELESS		7/14-287243288881	215324	287243288881 6/27-7/26/14	\$591.54
CITY OF RICHLAND		082614	215342	PUBLIC WORKS RECORDING FEES	\$521.00
		082814	215536	PUBLIC WORKS RECORDING FEES	\$3.00
FRONTIER	S015910	8/14-206-188-2614	215558	TELEPHONE CHARGES 8/19/14-9/18	\$56.20
IMT INC		5648	215373	HTS@MEADOW SPRG TESTING M14203	\$480.00
		5658		WESTCLIFFE PH12 TESTING M14135	\$532.50
		5660		THE DWELLINGS TESTING M14170	\$920.00
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$184.90
WATER SOLUTIONS INC	P053569	9249	215421	DSC (703) BLDG WATER UNIT RENT	\$75.80
<b>PW ADMIN &amp; ENGINEERING TOTAL ****</b>					<b>\$3,484.34</b>
<b>PUBLIC WORKS ADMIN &amp; ENGINEER Total ***</b>					<b>\$3,484.34</b>
<b>FUND 506</b>	<b>WORKERS COMPENSATION FUND</b>				
<b>Division:</b>	221	WORKERS COMP INSURANCE RESERVE			
WASHINGTON SELF INSURERS ASSN		15179	215514	2014-2015 WSIA DUES-KUHLMAN	\$558.00
<b>WORKERS COMP INSURANCE RESERVE TOTAL ****</b>					<b>\$558.00</b>
<b>WORKERS COMPENSATION FUND Total ***</b>					<b>\$558.00</b>
<b>FUND 520</b>	<b>HEALTH CARE/BENEFITS PLAN</b>				
<b>Division:</b>	222	EMPLOYEE BENEFIT PROGRAM			
LIFE INSURANCE COMPANY OF NORTH AMERICA		8/2014-FLI051384	215379	FLI051384 PREMIUMS-AUGUST	\$8,952.84
		8/2014-LK030278		LK030278 PREMIUMS-AUGUST	\$10,771.92
		8/2014-OK807703		OK807703 PREMIUMS-AUGUST	\$2,380.83
SUMMIT LAW GROUP PLLC		68759	215616	REVIEW ACA-JUNE 2014	\$6,820.00
<b>EMPLOYEE BENEFIT PROGRAM TOTAL ****</b>					<b>\$28,925.59</b>
<b>HEALTH CARE/BENEFITS PLAN Total ***</b>					<b>\$28,925.59</b>
<b>FUND 611</b>	<b>FIREMAN'S PENSION</b>				
<b>Division:</b>	216	FIRE PENSION			
ANDERS, PETER		AP00003708271401	215427	MEDICARE PREMIUM/ANDERS	\$104.90
BOWLS, DAVID		AP00003508271401	215431	MEDICARE PREMIUM/BOWLS	\$104.90
CANFIELD, HARRY R		AP00000408271401	215433	MEDICARE PREMIUM/CANFIELD	\$104.90
CARRICK, HENRY		080614HC	215435	NON-COVERED RX DOS 8/6/14	\$16.23



## City Of Richland

VL-1 Voucher Listing

From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CARRICK, HENRY		AP00000508271401	215434	MEDICARE PREMIUM/CARRICK	\$104.90
CLARK, FRANK M		AP00000608271401	215436	MEDICARE PREMIUM/CLARK	\$104.90
DOWNS, DANNY		AP00005108271401	215443	MEDICARE PREMIUM/DOWNS	\$104.90
ELIASON, CURTIS		081314CE	215446	REIMBURSE TRAVEL EXPENSES	\$540.99
		AP00003308271401	215445	MEDICARE PREMIUM/ELIASON	\$104.90
ESTY, RAYMOND J		081814RE	215448	NON-COVERED RX DOS 8/19/14	\$255.79
		AP00000908271401	215447	MEDICARE PREMIUM/ESTY	\$104.90
FERRIANS, ALLEN LARRY		AP00006008271401	215450	MEDICARE PREMIUM/FERRIANS	\$104.90
HANDWORKS NORTHWEST PLLC		022114	215452	6239 MEDICAL DOS 2/21/14	\$81.62
HOUCHIN, EARL		AP00001208271401	215454	MEDICARE PREMIUM/HOUCHIN	\$104.90
JOHNSON, NEILS E		AP00003408271401	215455	MEDICARE PREMIUM/JOHNSON	\$104.90
JONES, HAROLD		AP00005508271401	215456	MEDICARE PREMIUM/JONES	\$104.90
JONES, MYRNA JO LMP		072914MO	215457	MEDICAL DOS 7/29/14	\$120.00
		081114MO		MEDICAL DOS 8/11 & 8/19/14	\$240.00
		082614MO		MEDICAL DOS 8/26/14	\$120.00
KEYS, JACK D		AP00006208271401	215458	MEDICARE PREMIUM/KEYS	\$104.90
KROGER-FRED MEYER		608311	215459	NON-COVERED RX DOS 7/22/14	\$755.70
		608312		NON-COVERED RX DOS 8/1/14	\$19.49
LAHTI, ROGER P		080614RL	215461	NON-COVERED RX DOS 8/6/14	\$92.69
		AP00006408271401	215460	MEDICARE PREMIUM/LAHTI	\$104.90
MITCHELL, RAYMOND L		AP00001508271401	215465	MEDICARE PREMIUM/MITCHELL	\$104.90
MYERS, EDWARD A		AP00007608271401	215467	MEDICARE PREMIUM/MYERS ED	\$104.90
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$29.73
POLLARD, JAMES		AP00004808271401	215468	MEDICARE PREMIUM/POLLARD	\$99.90
RONEY, LARRY		AP00003608271401	215469	MEDICARE PREMIUM/RONEY	\$104.90
SIEMENS, DONALD		AP00008108271401	215470	MEDICARE PREMIUM/SIEMENS	\$104.90
SNYDER, RONALD K DDS		060514CE	215471	100838 DENTAL DOS 6/5/14	\$496.80
UPTOWN VISION CENTER		051614MO	215476	MO9232 VISION DOS 5/16/14	\$637.00
WALGREENS PHARMACY		051314FIRE	215477	NON-COVERED RX DOS 5/3-7/9/14	\$238.48
WEST, ROYAL		AP00002008271401	215480	MEDICARE PREMIUM/WEST	\$104.90
WILLIAMSON, CRAIG E		AP00007508271401	215481	MEDICARE PREMIUM/WILLIAMSON	\$103.90

FIRE PENSION TOTAL \*\*\*\*

\$5,841.42

FIREMAN'S PENSION Total \*\*\*

\$5,841.42

FUND 612

POLICEMEN'S RELIEF &amp; PENSION F

Division:

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POLICE PENSION

BAKER, MARSHALL R	AP00006308271401	215428	MEDICARE PREMIUM/BAKER	\$104.90
BATES, LAURIE VERN JR	AP00004908271401	215429	MEDICARE PREMIUM/BATES	\$104.90
BEDEN, LARRY	AP00003808271401	215430	MEDICARE PREMIUM/BEDEN	\$104.90
BRUNSON, DALE A	AP00004208271401	215432	MEDICARE PREMIUM/BRUNSON	\$104.90
CLEAVENGER, WILL J	AP00007308271401	215437	MEDICARE PREMIUM/CLEAVENGER W	\$104.90



## City Of Richland

## VL-1 Voucher Listing

From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CLEMENTS, JOHN M		AP00007408271401	215438	MEDICARE PREMIUM/CLEMENTS	\$104.90
COUCH, LARRY		AP00006608271401	215439	MEDICARE PREMIUM/COUCH	\$104.90
CULTURAL DBA		AP00008208271401	215440	ASSISTED LIVING-MANUEL	\$4,500.00
DEMYER, JAMES J		AP00008008271401	215441	MEDICARE PREMIUM/DEMYER	\$104.90
DERRICK, GEORGE		AP00000708271401	215442	MEDICARE PREMIUM/DERRICK	\$104.90
DUCHEMIN, ROGER		AP00000808271401	215444	MEDICARE PREMIUM/DUCHEMIN	\$104.90
FAMILY EYE CARE P.S.		29045RW	215449	29045 VISION DOS 6/2/14	\$93.14
GANLEY, JOHN M		AP00007908271401	215451	MEDICARE PREMIUM/GANLEY	\$104.90
HIGGINS, FRED C		AP00007808271401	215453	HIGGINS MEDICARE PREMIUM	\$104.90
LEWIS, DAVID L		AP00004308271401	215462	MEDICARE PREMIUM/LEWIS	\$104.90
LOHDEFINCK, RICHARD N		AP00002308271401	215463	MEDICARE PREMIUM/LOHDEFINCK	\$104.90
MANUEL, D ART		AP00002508271401	215464	MEDICARE PREMIUM/MANUEL	\$104.90
MOORE, ROBERT		AP00007108271401	215466	MEDICARE PREMIUM/MOORE	\$104.90
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$29.73
SPARKS, DAVID W		AP00005908271401	215472	MEDICARE PREMIUM/SPARKS	\$104.90
THOMAS, GERALD D		AP00003208271401	215473	MEDICARE PREMIUM/THOMAS G	\$104.90
THREE RIVERS PHYSICAL THERAPY		052014MC	215474	2945 MEDICAL DOS 5/20&5/27	\$230.64
		061014MC		2945 MEDICAL DOS 6/10/14	\$115.32
		062614MC		2945 MEDICAL DOS 6/26/14	\$115.32
		071714MC		2945 MEDICAL DOS 7/17/14	\$119.82
TURNER, ROY		AP00003108271401	215475	MEDICARE PREMIUM/TURNER	\$104.90
UPTOWN VISION CENTER		061814JC	215476	JC3014 VISION DOS 6/18/14	\$509.00
WALGREENS PHARMACY		050114POLICE	215477	NON-COVERED RX 5/1-7/28/14	\$1,284.44
WENDLAND, WALTER		AP00001908271401	215478	MEDICARE PREMIUM/WENDLAND	\$104.90
		JULY 2014	215479	MEDICAL DOS 7/1-7/31/14	\$800.00
WILMOTH, ROD		AP00004508271401	215482	MEDICARE PREMIUM/WILMOTH	\$104.90
ZIMMERMAN, GERALD		AP00005008271401	215483	MEDICARE PREMIUM/ZIMMERMAN	\$104.90
POLICE PENSION TOTAL ****					\$10,105.21
POLICEMEN'S RELIEF & PENSION F Total ***					\$10,105.21
<b>FUND 641</b>	<b>SOUTHEAST COMMUNICATIONS CTR</b>				
<b>Division:</b>	600	SECOMM OPERATIONS GENERAL			
CENTURYLINK		8/14-509-624-3863	215534	GENERAL 8/16-9/16/14	\$7.31
FRONTIER		8/14-206-188-1060	215558	GENERAL PHONE 8/19-9/18/14	\$389.74
SPRAGUE PEST SOLUTIONS		2385553/2385554	215403	PEST CONTROL SRVCS-AUGUST	\$88.42
SECOMM OPERATIONS GENERAL TOTAL ****					\$485.47
<b>Division:</b>	601	E911 OPERATIONS			
BUSINESS TELECOM PRODUCTS INC	P054265	229195	215335	ITEM#PL-APU-71 CISCO EHS FOR	\$60.65
	P054265			FREIGHT	\$9.75
	P054265			ITEM# PL-APC-82 CISCO EHS CABL	\$60.65



## City Of Richland

VL-1 Voucher Listing

From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BUSINESS TELECOM PRODUCTS INC	P054265	229195	215335	ITEM#PL-CS540 CONVERIBLE WIREL	\$225.26
	P054293	229373		SHIPPING	\$9.75
	P054293			HEADSET, ENCOREPRO MONAURAL NC	\$98.55
HUSA, E. IVAR		14-375 HUSA	215490	STATE GIS MTG/ELLENSBURG/HUSA	\$73.84
<b>E911 OPERATIONS TOTAL ****</b>					<b>\$538.45</b>
<b>Division:</b> 602	SECOMM AGENCY				
DAILY JOURNAL OF COMMERCE		3291486	215540	UPS REPLACEMENT BID SB 14-31	\$281.20
<b>SECOMM AGENCY TOTAL ****</b>					<b>\$281.20</b>
<b>SOUTHEAST COMMUNICATIONS CTR Total ***</b>					<b>\$1,305.12</b>
<b>FUND 642</b>	<b>800 MHZ PROJECT</b>				
<b>Division:</b> 610	800 MHZ				
MOTOROLA SOLUTIONS INC	P054301	78274064	215589	800MHZ MAINTENANCE CONTRACT- S	\$18,742.45
<b>800 MHZ TOTAL ****</b>					<b>\$18,742.45</b>
<b>800 MHZ PROJECT Total ***</b>					<b>\$18,742.45</b>
<b>FUND 643</b>	<b>EMERGENCY MANAGEMENT</b>				
<b>Division:</b> 620	STATE / LOCAL ASSISTANCE				
CHARTER COMMUNICATIONS		8/14-180070706114	215535	BCES CABLE SRVC 8/30-9/29/14	\$19.56
SPRAGUE PEST SOLUTIONS		2385553/2385554	215403	PEST CONTROL SRVCS-AUGUST	\$88.42
WINSOME DESIGN INC		7385	215425	DESIGN/PRINT CODE RED BROCHURE	\$1,298.93
<b>STATE / LOCAL ASSISTANCE TOTAL ****</b>					<b>\$1,406.91</b>
<b>Division:</b> 621	RADIOLOGICAL EMGCY PREPAREDNES				
CHARTER COMMUNICATIONS		8/14-180070706114	215535	BCES CABLE SRVC 8/30-9/29/14	\$32.91
UNITED PARCEL SERVICE	S015914	000986641354	215627	GROUND PKG W/INSURANCE TO ARRO	\$166.79
<b>RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****</b>					<b>\$199.70</b>
<b>Division:</b> 623	JURISIDICITION				
CALVERT, BRIAN		CARLTON COMPLEX MILLS CANYON FIRE	215336	CALVERT-MILEAGE-MEALS-OMAK	\$207.16
				CALVERT-MILEAGE-ENTIAT	\$77.84
CHARTER COMMUNICATIONS		8/14-180070706114	215535	BCES CABLE SRVC 8/30-9/29/14	\$42.15
PITNEY BOWES PURCHASE POWER		7/14-1127-9365	215503	POSTAGE 7/1-7/31/14	\$1.28
<b>JURISIDICITION TOTAL ****</b>					<b>\$328.43</b>
<b>EMERGENCY MANAGEMENT Total ***</b>					<b>\$1,935.04</b>
<b>FUND 803</b>	<b>UTILITY BILL CLEARING FUND</b>				
<b>Division:</b> 000					
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY8762	215406	Customer Refund	\$28.50
		CISPAY8763	215395	Customer Refund	\$31.40



## City Of Richland

VL-1 Voucher Listing

From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY8764	215382	Customer Refund	\$25.16
		CISPAY8765	215333	Customer Refund	\$77.17
		CISPAY8766	215318	Customer Refund	\$77.40
		CISPAY8767	215319	Customer Refund	\$156.46
		CISPAY8768	215361	Customer Refund	\$413.31
		CISPAY8769	215375	Customer Refund	\$112.25
		CISPAY8770	215357	Customer Refund	\$84.48
		CISPAY8771	215404	Customer Refund	\$112.38
		CISPAY8772	215321	Customer Refund	\$53.93
		CISPAY8773	215405	Customer Refund	\$64.55
		CISPAY8774	215341	Customer Refund	\$273.39
		CISPAY8816	215675	Customer Refund	\$101.95
		CISPAY8817	215663	Customer Refund	\$80.94
		CISPAY8818	215687	Customer Refund	\$118.09
		CISPAY8819	215658	Customer Refund	\$99.02
		CISPAY8820	215678	Customer Refund	\$28.23
		CISPAY8821	215676	Customer Refund	\$17.24
		CISPAY8822	215679	Customer Refund	\$57.69
		CISPAY8823	215672	Customer Refund	\$98.71
		CISPAY8824	215651	Customer Refund	\$113.13
		CISPAY8825	215680	Customer Refund	\$88.85
		CISPAY8826	215654	Customer Refund	\$46.11
		CISPAY8827	215666	Customer Refund	\$59.17
		CISPAY8828	215660	Customer Refund	\$90.93
		CISPAY8829	215662	Customer Refund	\$89.41
		CISPAY8830	215681	Customer Refund	\$69.43
		CISPAY8831	215656	Customer Refund	\$535.17
		CISPAY8832	215677	Customer Refund	\$108.42
		CISPAY8833	215667	Customer Refund	\$73.73
		CISPAY8834	215669	Customer Refund	\$133.04
		CISPAY8835	215649	Customer Refund	\$60.76
		CISPAY8836	215684	Customer Refund	\$13.41
		CISPAY8837	215653	Customer Refund	\$88.67
		CISPAY8838	215685	Customer Refund	\$37.12
		CISPAY8839	215668	Customer Refund	\$126.91
		CISPAY8840	215686	Customer Refund	\$111.54
		CISPAY8841	215646	Customer Refund	\$119.75
		CISPAY8842	215657	Customer Refund	\$104.14
		CISPAY8843	215648	Customer Refund	\$77.68
		CISPAY8844	215655	Customer Refund	\$50.83



## City Of Richland

VL-1 Voucher Listing

From: 8/25/2014 To: 9/5/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY8845	215673	Customer Refund	\$81.36
		CISPAY8846	215664	Customer Refund	\$6.18
		CISPAY8847	215671	Customer Refund	\$108.27
		CISPAY8848	215674	Customer Refund	\$42.42
		CISPAY8849	215650	Customer Refund	\$15.63
		CISPAY8850	215659	Customer Refund	\$52.74
		CISPAY8851	215661	Customer Refund	\$138.05
		CISPAY8852	215682	Customer Refund	\$91.94
		CISPAY8853	215670	Customer Refund	\$49.10
		CISPAY8854	215683	Customer Refund	\$125.46
		CISPAY8855	215647	Customer Refund	\$64.15
		CISPAY8856	215665	Customer Refund	\$118.83
TOTAL ****					\$5,204.58
UTILITY BILL CLEARING FUND Total ***					\$5,204.58



## City Of Richland

VL-1 Voucher Listing

From: 8/25/2014 To: 9/5/2014

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

\$1,910,302.55

## Number of Invoices

## Amount

Vouchers In Richland	226	\$122,790.09
Vouchers In Tri Cities	125	\$897,219.08
Vouchers In WA	231	\$360,424.98
Vouchers Outside WA	367	\$529,868.40
Vouchers Final Total.....	949	\$1,910,302.55

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$91.58	0%
2	BENEFITS	\$49,191.45	2.58%
3	SUPPLIES	\$148,734.05	7.79%
4	OTHER SERVICES & CHARGES	\$450,089.23	23.56%
5	INTERGOVERNMENTAL SERVICES	\$525.00	0.03%
6	CAPITAL PROJECTS	\$536,345.91	28.08%
	MACHINERY & EQUIPMENT	\$607,738.99	31.81%
7	DEBT SERVICE PRINCIPAL	\$3,691.73	0.19%
8	INTEREST	\$1,957.61	0.1%
	REFUNDS	\$5,204.58	0.27%
9	INTERFUND SERVICES	\$215.22	0.01%
	INVENTORY PURCHASES	\$106,517.20	5.58%
	Total	\$1,910,302.55	