



Agenda  
City Council Regular Meeting  
Tuesday, February 17, 2015  
City Hall Council Chamber | 505 Swift Boulevard

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**Special Meeting - 6:00 p.m.** (Discussion Only - Annex Building)

1. Richland Public Facilities District Board Interviews (60 minutes)
  - Cindy Johnson, City Manager

**City Council Pre-Meeting - 7:00 p.m.** (Discussion Only – Annex Building)

Agenda Item:

2. Discuss Meeting Agenda Items (15 minutes)
  - City Council Members

**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:**

3. CityView Video: Imagination Playground
  - Trish Herron, Communications and Marketing Manager
4. Annual Report of the Planning Commission (5 minutes)
  - Kent Madsen, Planning Commission Chair
5. Richland Public Facilities District Quarterly Report (10 minutes)
  - Fred Raab, RPF Board Chair

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

6. Proposed Amendments to RMC Section 14.24.060: Electricity, Relating to Electric Retail Rates - Ordinance No. 04-15
  - Bob Hammond, Energy Services Director
7. Proposed Amendments to the 2015-2020 Transportation Improvement Program - Resolution No. 24-15
  - Pete Rogalsky, Public Works Director
8. Proposed Increases in Appropriation of Capital Improvement and Street Capital Construction Funds - Ordinance No. 05-15
  - Pete Rogalsky, Public Works Director
9. Declaring certain real property surplus to the City's needs - Resolution No. 27-15
  - Brian Moore, Redevelopment Project Supervisor

**Public Comments:** (Please Limit Public Comments to 2 Minutes)

**Consent Calendar:** (Approved by single vote or Council may pull items and transfer to Items of Business)

Minutes:

10. Approve the Minutes of the Council Meeting Held February 3, 2015
  - Marcia Hopkins, City Clerk

Ordinances - First Reading:

11. Ordinance No. 04-15, Amending RMC Section 14.24.060: Electricity, Relating to Retail Rates
  - Bob Hammond, Energy Services Director
12. Ordinance No. 05-15, Increasing Capital Improvement Fund and Streets Capital Construction Fund Budgets
  - Pete Rogalsky, Public Works Director
13. Ordinance No. 06-15, Amending the Effective Date of Ordinance No. 25-14, Related to Adopting a New Shoreline Master Program
  - Heather Kintzley, City Attorney
14. Ordinance No. 08-15, Rezoning of Property at 1788 and 1790 Fowler Street (Gauntt NW, LLC)
  - Bill King, Deputy City Manager
15. Ordinance No. 09-15, Amending the 2015 Budget and Providing for Additional Appropriations from Unanticipated Revenue in the Parks and Public Facilities Department and Parks Project Fund
  - Joe Schiessl, Parks and Public Facilities Director
16. Ordinance No. 10-15, Amending RMC Chapter 2.20, Code Enforcement Board
  - Heather Kintzley, City Attorney
17. Ordinance No. 11-15, Amending RMC Section 2.17.020, Arts Commission Created, Related to the Size and Structure of Membership
  - Joe Schiessl, Parks and Public Facilities Director

Resolutions – Adoption:

18. Resolution No. 02-15, Setting Public Hearing Date for Reata Road Area Utility Local Improvement District
  - Pete Rogalsky, Public Works Director
19. Resolution No. 22-15, Approving an Interlocal Agreement with Benton County for Solid Waste Program
  - Pete Rogalsky, Public Works Director
20. Resolution No. 23-15, Approving 2015 Business License Reserve Funding Agreements
  - Brian Moore, Redevelopment Project Supervisor
21. Resolution No. 24-15, Amending the 2015-2020 Transportation Improvement Program
  - Pete Rogalsky, Public Works Director
22. Resolution No. 26-15, Authorizing Agreement with ELR Consulting, Inc. for SCADA Software Integration Support
  - Bob Hammond, Energy Services Director

23. Resolution No. 27-15, Declaring Certain Real Property Surplus and Authorizing Execution of a Ground Lease with G2E2, LLC
  - Bill King, Deputy City Manager
24. Resolution No. 28-15, Approving Expenditure from the Public Art Fund Reserves in Support of Cavalcade of Authors
  - Bill King, Deputy City Manager
25. Resolution No. 31-15, Expressing Appreciation to the Board Members and Ex-Officio Members Serving on the Wine Science Development Authority Board
  - Heather Kintzley, City Attorney
26. Resolution No. 30-15, Aligning the Term Expiration Dates for Certain Boards, Commissions and Committees Governed by RMC Title 2 and Title 23
  - Heather Kintzley, City Attorney

Items for Approval:

Expenditures - Approval:

27. Expenditures from January 26, 2015 - February 6, 2015 for \$3,911,390.24 including Check Nos. 219901-220246, Wire Nos. 5829-5833, Payroll Check Nos. 99860-99877, and Payroll Wire/ACH Nos. 8843-8855
  - Cathleen Koch, Administrative Services Director

**Items of Business:**

**Reports and Comments:**

1. City Manager
2. City Council
3. Mayor

**Adjournment**

City Council Meetings are broadcast live on CityView Channel 192 and online at [CI.RICHLAND.WA.US/CITYVIEW](http://CI.RICHLAND.WA.US/CITYVIEW)

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# COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Agenda Item

Key Element:

Subject:

Discuss Meeting Agenda Items (15 minutes)

Department:  
City Manager

Ordinance/Resolution Number:

Document Type:  
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



# COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Presentations

Key Element:

Subject:

CityView Video: Imagination Playground

Department:

Assistant City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Presentations

Key Element: Multiple Keys

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**Subject:**

Annual Report of the Planning Commission (5 minutes)

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**Department:**

Community & Development Services

**Ordinance/Resolution Number:**

**Document Type:**

Presentation

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**Recommended Motion:**

None

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**Summary:**

Richland Municipal Code calls for the Planning Commission to prepare and present an annual report on planning and development activities. Kent Madsen, Chair of the Richland Planning Commission will provide a summary of the Commission's 2014 report. A complete copy of the report is attached.

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**Fiscal Impact:**

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**Attachments:**

1. 2014 Annual Planning Commission Report
2. Appendix

**DRAFT**

**RICHLAND PLANNING COMMISSION**



**2014 ANNUAL REPORT**

# **2014 Annual Report**

## **Introduction**

The first section of this report focuses on the progress the City made in 2014 towards achieving its goals as identified in the City's Strategic Plan. Only those goals that are directly or indirectly related to the Planning Commission functions are considered in this report, which summarizes both the progress made by the City in achieving its strategic goals and suggests further actions that the City should take to fully implement its goals in the coming year.

The second section of the report addresses the development activity that occurred throughout the City in 2014 and briefly analyzes development trends.

The largest change to the Planning Commission that occurred in 2014 was the City's implementation of a hearing examiner system. The hearing examiner system was put in place in spite of the Commission's recommendation to retain the previous system of Planning Commission review of permit applications. With the new system, the Commission's role in reviewing land use permits is significantly reduced, only retaining the review of applications pertaining to sidewalk use licenses and deviations from building design standards in the Central Business District. The Commission's primary focus in 2015 and beyond will be on plan updates and code changes.

During implementation of this process, three members of the Commission resigned their positions, Chairman James Utz, Vice-Chair Carol Moser and Commissioner Stan Jones. Council determined to change the number of members on the Commission from nine to seven and appointed a new member, Kyle Palmer.

## **Section 1 – Strategic Keys**

Of the seven strategic keys that Council has adopted for the City, six relate in some way to the work that the Planning Commission is involved in. (Key #1- Financial Stability and Operational Effectiveness is excluded from this report because the Commission's activities in 2014 did not address this area.) Each goal that is part of a strategic key that relates to the Planning Commission's functions is listed below, with a summary of the progress made in 2014 towards implementation of the goal. The discussion for each key ends with the Commission's recommendations for activities that the City should pursue in 2015 to further implement the strategic keys.

### **Key 2 – Infrastructure and Facilities**

#### **Goal 2.1 – Plan and provide infrastructure essential to community growth**

*Progress made in 2014 –*

- A. The City completed its annual amendments to the Transportation Improvement Program (TIP), following the Planning Commission's hearing in May. The TIP generated significant controversy regarding the proposed extension of Rachel Road across the Amon Basin. The Commission recommended that the street segment be left in the TIP with the caveat that a broad based study be undertaken with a high priority for funding to determine the best location for the road; that a 'no build' alternative would be considered; that contact sensitive design would be considered and that the study would involve a stakeholders committee and no work would be initiated until the study is complete.
- B. The Commission approved a special use permit for the American Tower Corporation to construct a 100 foot tall cell facility on property at 2373 Jericho Road. Once on-line, the tower will improve the ability of local residents to receive data transmissions.
- C. The City began construction of a new fire station on the City Shops site on Duportail Avenue.
- D. Kadlec Regional Hospital completed a new street connection from Jadwin Avenue into their campus, called Kadlec Way.

**Key 2 Recommendations for 2015:**

- The Planning Commission should be apprised of progress made in the acquisition of the GSA parking lot and associated redevelopment efforts.

**Key 3 – Economic Vitality**

*Progress made in 2014-*

- A. Construction on the "chill-build" facility began in the summer of 2014, an automated frozen food storage facility. At completion, the building will be one of the largest facilities of its kind worldwide and valued at \$69 million, will significantly add to the City's tax base.
- B. The City worked with its development partners, Tridec, the Port of Benton and Benton County towards the transfer of 1641 acres of DOE land for future industrial development. Recent federal legislation mandates that the transfer occur in 2015.
- C. The Washington Corn Growers began work on their rail loop system, which is scheduled for completion in 2015.
- D. Robust commercial development in Vintner's Square continued in 2014. A new retailer, Marshalls opened a new store and a new building was constructed that will house two new restaurants: Hop Jacks and Q Doba.
- E. A new strip center was constructed adjacent to the Yoke's Fresh Market on Keene Road.
- F. The City issued permits for four new buildings at the Richland Airport and two new buildings at the Horn Rapids Industrial Park.
- G. The City issued permits for the construction of a 106 unit apartment complex, known as Bellevista II, located west of Steptoe Street and north of Muriel Street.

- H. The Commission reviewed and recommended approval of a zoning plan for the LaPierre annexation; a 4.8 acre parcel located north of Reata Road and for a second 15 acre annexation located east of Dallas Road and south of the interstate.
- I. The Commission reviewed and approved two commercial binding site plans. The first, Venito Villagio, is a 40 lot commercial development that will provide the future commercial core of the Badger Mountain South Master Planned Community. The first commercial project within the development - the Country Mercantile Store is under construction. The second binding site plan is a five lot project located on the southeast corner of Jadwin and McMurray Avenue. An O'Reilly's Auto Parts Store is planned on the corner lot.
- J. The Commission reviewed and approved plans for the development of four new residential subdivisions – a 281 lot development in the Badger Mountain South Master Planned Community known as “South Orchards”; a 14 lot subdivision on Melissa Street known as “The Dwellings”; a 9 lot subdivision in the Smartpark in North Richland and a 320 lot subdivision in South Richland, located east of Leslie Road and west of Steptoe Street. That project, called Clearwater Creek also includes provisions for a future elementary school site. In sum total, 624 lots were approved.
- K. The Commission recommended approval of a comprehensive plan amendment and a zoning change for property located along the Steptoe Street corridor to provide for a future neighborhood commercial center.
- L. The Commission recommended approval of a zone change on property located at the southeast corner of the intersection of Jericho Road and Queensgate Drive. The applicant is planning to build a nursery/fruit stand/gift shop on the site.
- M. The Commission recommended approval of comprehensive plan amendments in the Hanford 300 area to reflect the current land use plan maintained by DOE.

#### **Key 3 Recommendations for 2015:**

- The Planning Commission should work to develop a specific plan for the extension of the Urban Growth Area to encompass the lands transferred from the Department of Energy.

### **Key 4 – Central Richland and Island View District Revitalization**

#### **Goal 4.1 – Implement the Central Business District and Swift Corridor Master Plans.**

##### *Progress made in 2014-*

- A. Kadlec Regional Hospital completed its plan to vacate a portion of Goethals Drive and to construct a new entrance into their campus from Jadwin Avenue.
- B. Kadlec continued remodeling of its facilities and is developing plans for the construction of the four remaining floors of its main tower. Construction is planned to begin in 2015.

- C. The Commission issued a sidewalk use license to permit to the Emerald of Siam Restaurant to operate a sidewalk café at the Uptown Shopping Center.
- D. Construction of the Hilton Homewood Suites Hotel at 1060 George Washington Way continued and is nearing completion.
- E. The Commission recommended a comprehensive plan amendment and the rezoning of property at 650 George Washington Way to aid in the facilitation of the redevelopment of this site and recommended that the height of future buildings constructed on this site be limited to 50 feet.

#### **Key 4 Recommendations for 2015:**

- The City should develop modified street standards and/or street patterns in Island View area to encourage redevelopment.
- The Commission should seek to support re-development efforts in the Uptown and other Central Business District locations.

### **Key 5 – Natural Resources Management**

#### **Goal 5.1 – Balance public and private interests in the preservation of identified natural and environmentally sensitive areas.**

##### *Progress made in 2014 -*

- A. The Commission completed its work in updating the City's Shoreline Master Program. The new program was adopted by Council and is awaiting final approval from the Department of Ecology.
- B. The Commission reviewed and approved a shoreline substantial development plan for the Parks Department to implement a vegetation management plan in the Columbia Point area.

#### **Key 5 Recommendations for 2015:**

- Complete work on regulations for the development of hillside properties.
- Review/update the City's critical areas regulations.
- Update City's environmental regulations in light of changes made to the State Environmental Policy Act.

### **Key 6 – Community Amenities**

#### **Goal 6.1 – Identify and invest in local and regional cultural, recreational, leisure and educational amenities that enhance residents' quality of life and promotes tourism/business travel.**

##### *Progress Made in 2014 –*

- A. Construction of the Reach Museum was completed and the facility opened to the public in July, 2014.
- B. The Richland School District began construction to replace two of its aging elementary schools: Jason Lee and Sacajawea. A third new elementary school

is also under construction in South Richland and is located between Gala Way and Brantingham Road.

- C. The Richland School District also began demolition and reconstruction of the concession building and stands at Fran Rish Stadium.
- D. Construction of the Wine Sciences Center on the WSU campus was completed.
- E. The City issued the first commercial building permit in the Badger Mountain South master planned community for the Country Mercantile Store. Country Mercantile is located within Venito Villagio, the commercial center of the community and is expected to open in spring of 2015.
- F. Tapteal Greenway completed the Yakima River water trail.

#### **Key 6 Recommendations for 2015:**

- The Commission should review the City's landscaping ordinance.
- The Commission should review City sign standards for the Central Business District.

### **Key 7 – Neighborhood & Community Safety**

#### **Goal 7.1 – Promote enhanced levels of public safety, livability and attractiveness of all neighborhoods and commercial property.**

##### *Progress made in 2014 -*

- A. The Commission recommended a code amendment to ban recreational marijuana.
- B. The Commission recommended minor code amendments that provided additional flexibility for setbacks and fence locations on corner lots and placement of accessory buildings on residential lots.
- C. The Commission spent several months reviewing amendments to the Land Use and Development Regulations in place for the Badger Mountain South Master Planned Community and have recommended changes designed to assist the developers in creating a product that is more salable and affordable in the current market, while still maintaining the original intent of a walkable, sustainable community.

#### **Key 7 Recommendations for 2015:**

- The Commission should consider incorporating CPTED (Crime Prevention Through Environmental Design) Standards into the City code.
- The Commission should consider adding provisions for electric vehicles into the City code.
- The Commission should consider development of a sustainability plan.
- The Commission should consider improvements to both pedestrian and bicycle plans.

## Section 2 – City Wide Development Trends

### Overview

The level of development activity in 2014 was comparable with previous years; however; there were several large projects which boosted the overall total construction value significantly. In 2014, total valuation was over \$216 million, compared to \$146 million in 2013. Additionally, 2014 totals exceeded the average over the past 8 years of \$154 million. Several factors keyed the increase in construction valuation. Most importantly was the construction of the chill-build facility in North Richland, which is a \$69 million project. The Richland School District is in the midst of a school rebuilding and expansion campaign and began construction of three new elementary school buildings in 2014. Finally, an \$8 million apartment project, the Bellevista Apartments were built in South Richland.

Value reported in millions

### Residential Activity

The number of single family permits issued in 2014 declined slightly from 2013 totals. A total of 233 permits were issued in 2014, while 250 permits were issued in 2013. The average number of single family permits issued over the past eight years has been 261 permits. The eight year average for new multi-family units is 129 units, compared to the 106 units that were constructed in 2014.

The total number of new dwelling units constructed in 2014 was 339, or 51 units less than the eight year average of 390 units/annually.

### Distribution of Residential Construction Activity

In a continuing trend, the vast majority of residential construction occurred in South Richland (south of the Yakima River). Of the 233 permits issued in 2014 for single family residences, 180 homes were located in South Richland, 47 permits were issued in the North Richland area (North of Van Giesen Street), and only 5 permits were issued in Central Richland. Multiple family housing units were only located in South Richland (106 units) with no new multi-family housing units constructed in either North or Central Richland. Platting activity was exclusively focused in South Richland. All of the 106 final

platted lots and 606 of the 615 preliminary platted lots that were approved in 2014 are located in South Richland.

The average value of single family residence in 2014 was \$334,127, a 5% decrease over home values in 2013. (Note: Home values included in this report are based on standard permit valuation tables and do not necessarily reflect market value.) Home values varied by location, with South Richland containing the most expensive homes (average value of \$349,379) and Central Richland the least expensive (average value of \$194,122) while the average value in North Richland was in the middle at \$263,787.

### *Commercial Activity*

The number of commercial projects decreased from the prior year (36 projects in 2014 compared to 57 projects in 2013); but the overall value of commercial construction increased dramatically: \$60.9 million in 2013, compared to \$136 million in 2014.

The most significant commercial projects in North Richland included the chill-build facility valued at over \$69 million; and the new Sacajawea Elementary School, valued at \$15 million. In central Richland the largest projects consisted of the new Lewis and Clark Elementary School (\$15.5 million) upgrades to Chief Joe Middle School (\$3.6 million) and the rebuilding of the concession building and stands at Fran Rish Stadium (\$625,000). In South Richland the largest projects were a new elementary school at Gala Way (\$15 million), the Bellevista Apartments (\$8.2 million), a new City fire station on Duportail (\$2.8 million), the Country Mercantile Store in the Badger Mountain South community (\$2.4 million) and Marshall's, a new store at Vintner's Square (\$2.1 million).

## **APPENDIX**

### **2014 Richland Development Activity Statistics**

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**Table 1**  
**2014 CITY OF RICHLAND**  
**CONSTRUCTION ACTIVITY TOTALS - BY AREA**

<b>Construction Type</b>	<b>Number of Projects/Units</b>	<b>Total Building Valuation</b>
<b><i>North Richland</i></b>		
<b>Commercial</b>	14	89,259,598
<b>Multi-Family Residential</b>	0	0
<b>Single Family Residential</b>	47	12,306,424
<b>Preliminary Platted Lots</b>	9	
<b>Final Platted Lots</b>	0	
<b><i>Subtotal</i></b>		<b><i>101,566,022</i></b>
<b><i>Central Richland</i></b>		
<b>Commercial</b>	12	22,172,856
<b>Multi-Family Residential</b>	4	475,402
<b>Single Family Residential</b>	5	970,612
<b>Preliminary Platted Lots</b>	0	
<b>Final Platted Lots</b>	0	
<b><i>Subtotal</i></b>		<b><i>23,618,870</i></b>
<b><i>South Richland</i></b>		
<b>Commercial</b>	12	33,509,345
<b>Multi-Family Residential</b>	106	8,228,836
<b>Single Family Residential</b>	181	63,150,793
<b>Preliminary Platted Lots</b>	615	
<b>Final Platted Lots</b>	106	
<b><i>Subtotal</i></b>		<b><i>104,888,974</i></b>
<b><i>City Wide Totals</i></b>		
<b>Commercial</b>	38	144,941,799
<b>Multi-Family Residential</b>	110	8,704,238
<b>Single Family Residential</b>	233	76,427,829
<b>Preliminary Platted Lots</b>	624	
<b>Final Platted Lots</b>	106	
<b><i>Total</i></b>		<b><i>230,073,866</i></b>

**Table 2**  
**Summary of Construction Activity in North Richland**  
**Construction Projects over \$100,000 Valuation**

Address	Valuation	Type of Building Project
908 Battelle Boulevard	1,800,000	Replace Roof/Exhaust System
2114 Butler Loop	221,169	Airplane Hangar
2126 Butler Loop	221,169	Airplane Hangar
2132 Butler Loop	204,156	Airplane Hangar
2146 Butler Loop	307,764	Airplane Hangar
760 Dalton Street	135,000	Tenant Improvement - Restaurant
535 Fuller Street	15,080,000	New Sacajawea Elementary School
1915 Horn Rapids Road	166,862	Communications Hut/Generator
3200 Innovation Boulevard	340,025	Reroof Office Building
2365 Lindberg Loop	453,477	Storage/Office Building
3334 Logston Boulevard	867,317	Grain Storage Building
2800 Polar Way	69,145,000	Freezer Storage Facility
2013 Saint Street	150,000	Chlorination Building
1960 Snyder Street	167,659	Communications Hut/Generator
<b>Totals</b>	<b>89,259,598</b>	<b>14 projects</b>

**Table 3**  
**Single Family Housing Starts by Subdivision – N. Richland**

Subdivision Name	Housing Starts	Total Valuation	Average Valuation
Copperleaf	18	4,595,294	255,294
Desert Summit	1	463,616	463,616
Eagleridge	1	351,813	351,813
Eaglewatch	1	192,299	192,299
Horn Creek	18	4,058,075	225,449
Sienna Sky	3	788,579	262,859
The Bluffs	3	984,682	328,227
Willow Pointe	2	572,066	286,033
<b>Totals</b>	<b>47</b>	<b>12,306,424</b>	<b>263,787</b>

**Table 4**

## PRELIMINARY PLATS APPROVED – North Richland

Subdivision Name	Lots	Acres
<b>SMI Group</b>	9	1.58
<b>Totals</b>	<b>9</b>	<b>1.58</b>

**Table 5**  
**Central Richland Commercial Construction Projects over \$100,000**  
**Valuation**

Address	Valuation	Type of Building Project
1207 Aaron Way	400,000	New Commercial Shell Building
114 Columbia Point Drive	160,000	Remodel Office Building
415 Jadwin Avenue	15,500,000	New Lewis & Clark Elementary School
1101 Kadlec Way	280,000	New Street Connection
1270 Lee Boulevard	249,000	Reroof Building
1346 Lee Boulevard	625,000	Rebuild Concession Building/Stand
780 Swift Boulevard	150,000	Interior Building Demo
821 Swift Boulevard	123,874	Reroof Building
875 Swift Boulevard	349,580	Remodel Office Building
701 Symons Street	475,402	New 4-plex
767 Williams Boulevard	110,000	Remodel Office Building
504 Wilson Street	3,600,000	Chief Joe Mech./HVAC Upgrades
1007 Wright Avenue	150,000	Remodel Church
<b>Totals</b>	<b>22,172,856</b>	13 projects

**Table 6**  
**Single Family Housing Starts by Subdivision – Central Richland**

Subdivision Name	Housing Starts	Total Valuation	Average Valuation
<b>Plat of Richland</b>	4	685,771	<b>171,442</b>
<b>Unplatted</b>	1	284,841	<b>284,841</b>
<b>Totals</b>	<b>5</b>	<b>970,612</b>	<b>194,122</b>

**Table 7**  
**South Richland Commercial Construction Projects over \$100,000**  
**Valuation**

	<b>Valuation</b>	<b>Type of Building Project</b>
5015 Ava Way	2,485,025	Country Mercantile Store
2710 Duportail Street	2,860,000	New Fire Station
1305 Fowler Street	615,000	Tenant Improvement – Office Space
560 Gage Boulevard	628,525	Tenant Improvement – Office Remodel
1600 Gala Way	15,000,000	New Elementary School
2372 Jericho Road	100,000	New Cell Tower
106 Keene Road	300,000	New Retail Building
496 Keene Road	221,169	Dutch Brothers Coffee
2675 Queensgate Drive	760,000	New Retail Shell Building
2675 Queensgate Drive	200,000	Tenant Improvement – Hop Jacks
2921 Queensgate Drive	2,110,790	Marshall's Store
2101 Steptoe Street	8,228,836	106 Unit Apartment Complex
	<b>33,509,345</b>	11 projects

**Table 8**  
**Single Family Housing Starts by Subdivision – South Richland**

<b>Subdivision Name</b>	<b>Housing Starts</b>	<b>Total Valuation</b>	<b>Average Valuation</b>
<b>Apple Valley Ranch</b>	3	792,211	<b>264,070</b>
<b>Badger Den</b>	3	1,248,584	<b>416,195</b>
<b>Badger Mt. Village</b>	3	950,829	<b>316,943</b>
<b>Badger Park Estates</b>	3	846,469	<b>282,156</b>
<b>Brantingham Heights</b>	33	10,757,816	<b>325,994</b>
<b>Brookshire Estates</b>	10	3,496,103	<b>349,610</b>
<b>Carr Plat</b>	2	565,810	<b>282,905</b>
<b>Country Glen</b>	1	262,479	<b>262,479</b>
<b>Country Heights</b>	1	861,227	<b>861,227</b>
<b>Falconcrest</b>	1	410,461	<b>410,461</b>
<b>Heritage Hills</b>	7	3,568,009	<b>509,715</b>
<b>Hills West</b>	1	469,453	<b>469,453</b>
<b>Horizon Heights</b>	3	503,858	<b>167,952</b>
<b>Lexington Heights</b>	13	5,178,749	<b>398,365</b>

<b>Meadow Park Estates</b>	2	498,947	<b>249,473</b>
<b>Reata Ridge</b>	7	2,378,972	<b>339,853</b>
<b>River View Pointe</b>	7	1,748,254	<b>249,750</b>
<b>Short Plats</b>	2	1,027,528	<b>513,764</b>
<b>Silver Meadows</b>	1	354,404	<b>354,404</b>
<b>Skyline Meadows</b>	5	1,843,761	<b>368,752</b>
<b>Sundance Ridge</b>	1	719,079	<b>719,079</b>
<b>Temple Meadows</b>	1	381,228	<b>381,228</b>
<b>The Heights @ Meadow Springs</b>	22	7,746,047	<b>352,093</b>
<b>West Vineyards</b>	7	2,004,403	<b>286,343</b>
<b>Westcliffe</b>	27	10,434,860	<b>386,476</b>
<b>White Bluffs</b>	14	3,788,270	<b>270,590</b>
<b>Unplatted</b>	1	312,982	<b>312,982</b>
<b>Totals</b>	<b>181</b>	<b>63,150,793</b>	<b>348,899</b>

**Table 9**

**PRELIMINARY PLATS APPROVED – South Richland**

Subdivision Name	Lots	Acres
<b>Clearwater Creek</b>	320	131.9
<b>South Orchard</b>	281	126.8
<b>The Dwellings</b>	14	4.7
<b>Totals</b>	<b>615</b>	<b>263.4</b>

**Table 10**

**FINAL PLATS APPROVED – South Richland**

Subdivision Name	Lots	Acres	Housing Starts	Current Status
Brantingham Heights 4	25	21.1	13	Final Phase of Multi-Phase Project
The Carr Plat	7	1.5	2	Completed
The Heights at Meadow Springs 5	34	14.2	0	Final Phase of Multiphase Project
The Dwellings	14	4.7	0	Completed
Westcliffe 12	26	13.4	1	Twelfth Phase of Multiphase Project
<b>Totals</b>	<b>106</b>	<b>54.9</b>	<b>16</b>	

**Table 11**

## DEVELOPMENT ACTIVITY COMPARISON 2005-2014

\*Valuation reported in millions

Construction Type	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	Total
<b>North Richland</b>											
Commercial Projects	18	19	23	22	17	17	26	18	21	14	195
Multi-Family Res. Units	10	0	0	0	0	0	0	80	80	0	170
Single Family Residential Units	79	117	66	39	59	86	49	60	66	47	668
Total Construction Valuation*	67	81	42	78	22	28.5	37	32	45	102	534
Preliminary Platted Lots	50	367	120	0	0	0	0	0	0	9	546
Final Platted Lots	158	172	153	0	0	70	86	0	0	0	639
<b>Central Richland</b>											
Commercial Projects	21	10	11	18	14	15	18	13	14	13	147
Multi-Family Res. Units	20	2	12	0	0	11	180	0	0	4	229
Single Family Residential Units	23	8	15	9	7	38	20	9	4	5	138
Total Construction Valuation*	62	47	10	29	12	18	45	22	25	23	294
Preliminary Platted Lots	0	37	0	0	0	0	0	0	0	0	37
Final Platted Lots	91	0	0	0	0	0	0	0	0	0	91
<b>South Richland</b>											
Commercial Projects	13	20	21	13	11	12	15	18	22	12	157
Multi-Family Res. Units	0	8	164	0	0	320	162	96	0	106	856
Single Family Residential Units	220	180	219	180	151	208	197	196	180	181	1,912
Total Construction Valuation*	64	88	102	73	46	104	89	79	77	95	817
Preliminary Platted Lots	490	192	165	16	0	50	156	44	253	615	1,825
Final Platted Lots	224	209	263	162	16	42	210	230	131	106	1,593
<b>City Wide Totals</b>											
Commercial Projects	52	49	55	53	42	44	59	49	57	39	499
Multi-Family Res. Units	30	10	176	0	0	331	342	176	80	110	1,255
Single Family Residential Units	322	305	300	228	217	332	265	265	250	233	2,717
Total Construction Valuation*	193	215	154	181	82	150	172	133	147	230	1,657
Preliminary Platted Lots	540	596	285	16	0	50	156	44	253	624	2,564
Final Platted Lots	473	381	416	162	16	112	296	230	131	106	2,323

**Table 12**  
**2005-20014 SINGLE FAMILY RESIDENTIAL BUILDING PERMITS by SUBDIVISION**

Subdivision Name	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	Total	Total Value in 1000's	Average Valuation
Applewood	28	9	13	6	0	0	0	0	0	0	56	14,178	253,181
Apple Valley Ranch	0	0	0	0	0	0	0	5	1	3	9	2,458	273,133
April Addition	0	0	0	0	0	0	0	1	0	0	1	316	316,440
Aspen Meadows	4	0	1	0	0	0	0	0	0	0	5	1,301	260,206
Badger Den	0	0	4	3	2	6	1	2	2	3	23	7,809	339,521
Badger Heights	0	0	0	1	0	0	0	0	1	0	2	939	469,350
Badger Mt. Village	0	0	8	9	14	46	37	30	8	3	155	36,185	233,452
Badger Park Estates	0	0	0	0	0	0	16	9	13	3	41	13,343	325,439
Bellerive Springs	3	11	5	15	20	10	8	16	10	0	98	14,400	146,938
Bordeaux Grove	0	0	0	0	0	1	2	6	7	0	16	4,18	259,250
Brantingham Green	0	1	13	20	18	13	3	0	0	0	68	18,569	273,069
Brantingham Heights	0	0	0	0	0	10	7	10	13	33	73	22,832	312,767
Brookshire Estates	5	18	23	6	5	13	10	7	9	10	106	30,119	284,191
Canyon Rim	0	0	8	6	16	6	0	3	0	0	39	9,065	232,424
Carr Plat	0	0	0	0	0	0	0	0	0	2	2	566	282,905
Cherrywood Estates	38	3	16	3	2	3	0	0	0	0	65	18,607	286,265
Copperleaf	0	0	0	0	0	11	15	24	29	18	97	25,102	258,783
Country Estates	5	3	3	3	2	0	4	0	1	0	21	12,035	573,095
Country Glen	3	2	1	0	0	1	1	0	2	1	11	2,826	256,109
Country Heights	7	6	9	0	1	1	3	5	1	1	31	15,345	495,000
Country Home Est.	0	1	0	0	0	0	0	0	0	0	1	397	397,863
Country Ridge	0	0	0	0	0	0	1	0	0	0	1	290	290,028
Country View Estates	0	0	0	0	0	0	1	0	0	0	1	327	327,552
Crested Hills	3	7	8	7	1	4	7	9	3	0	49	16,456	335,836
Crosswater	0	0	0	0	14	22	3	2	4	0	45	11,747	261,044
Dellacourt	0	5	4	0	0	0	0	0	0	0	9	2,030	225,585
Desert Summit	0	0	3	8	9	16	2	2	0	1	41	13,117	319,916
Eagleridge	0	0	0	0	0	0	5	4	1	1	11	3,988	362,527
Eaglewatch	0	1	0	0	12	11	2	0	0	1	27	5,304	196,444
Falconcrest	0	0	0	0	0	0	0	0	0	1	1	410	410,461
Gage Galaxy	1	0	0	0	0	0	0	0	1	0	2	327	163,500
Gleneagle	15	0	0	0	0	0	0	0	0	0	15	2,255	150,337
Harris Avenue	1	0	0	0	0	0	0	0	0	0	1	285	285,621
Hearthstone	2	0	0	1	0	1	0	0	0	0	4	1,032	258,128
Heritage Hills	5	3	3	4	1	4	1	1	0	0	22	9,372	424,979

Hills Mobile Park	0	1	0	0	0	0	0	3	0	0	4	53	13,250
Hills West	2	0	0	1	0	0	0	0	0	1	4	1,483	370,750
Horizon Heights	18	12	6	27	5	0	2	3	3	3	79	11,391	144,189
Horn Creek	0	0	0	6	3	6	7	2	2	18	44	10,932	218,640
Island View (Wye)	0	0	2	0	0	0	0	0	0	0	2	170	85,371
Laird's Plat	0	0	0	0	0	0	0	0	1	0	1	237	237,550
Lexington Heights	0	0	0	0	2	4	11	14	12	13	56	20,416	364,571
Liberty Lane	4	1	0	1	0	0	1	0	0	0	7	1,721	245,912
Meadow Hills	4	0	1	0	0	0	0	0	0	0	5	1,800	360,045
Meadow Park Estates	0	4	4	2	5	5	3	3	2	2	30	6,990	233,000
Newcomer	0	0	0	0	0	0	0	6	0	0	6	608	101,357
Plat of Richland	0	5	4	1	3	3	3	3	3	4	29	5,076	175,034
Reata Ridge	0	0	0	0	0	0	17	16	16	7	56	18,140	323,928
Richland MH Park	0	0	0	0	0	0	0	5	0	0	5	283	56,600
Rivercrest Terrace	0	1	0	0	0	0	0	0	0	0	1	447	447,373
River View Pointe	25	12	8	11	24	21	6	6	3	7	123	26,855	218,303
Sandpiper	0	13	14	1	3	3	4	6	8	0	52	9,905	190,480
Sanford Avenue	1	0	0	0	0	0	0	0	0	0	1	134	134,249
Sawgrass	54	20	0	0	0	0	0	0	0	0	74	16,154	218,308
Sedona	8	51	1	0	0	0	0	0	1	0	61	14,520	238,032
Sedona II	0	0	28	8	1	3	0	0	1	0	41	10,672	260,292
Sequoia Springs	0	14	14	1	0	1	0	0	1	0	31	8,338	268,967
Short Plats	0	0	0	3	2	4	2	6	6	2	25	7,144	285,760
Sienna Sky	2	1	0	3	11	2	7	5	5	3	39	8,761	224,641
Silver Meadows	0	0	0	0	1	1	6	4	4	1	17	5,770	339,411
Skyline Meadows	4	2	0	1	2	5	3	1	4	5	27	10,011	370,777
South Haven	0	0	0	0	1	0	0	0	0	0	1	139	139,556
Sundance Ridge	1	6	7	6	3	4	4	1	5	1	38	12,739	335,237
Tanglewood	22	3	7	8	4	36	17	5	1	0	103	17,664	171,495
Temple Meadows	2	2	1	0	0	2	2	2	0	1	12	3,378	281,500
The Bluffs	0	18	16	3	5	6	3	2	6	3	62	18,382	296,483
The Heights @ Meadow Springs	0	0	6	12	5	11	14	15	10	22	95	31,736	334,063
The Plateau	10	23	15	5	5	4	4	1	4	0	71	24,402	343,690
Tri-City Estates	0	1	0	0	1	0	0	0	0	0	2	611	305,574
West Vineyards	0	0	0	0	0	0	0	0	6	7	13	3,831	294,692
Westcliffe	30	24	27	22	9	27	19	18	32	27	235	82,511	351,110
White Bluffs	0	0	0	0	0	0	0	0	0	14	14	3,788	270,590
Willowbrook Heights	9	2	4	0	0	0	0	0	0	0	15	4,076	271,747
Willowbrook II	6	12	8	4	4	3	1	1	0	0	39	12,144	311,400
Willow Pointe	0	6	4	9	0	3	0	0	0	2	24	6,295	262,289

<b>Unplatted</b>	0	1	1	1	1	1	2	1	0	2	10	2,249	<b>224,900</b>
<b>Totals</b>	322	305	300	228	217	334	267	266	250	233	2716	657,227	26,690

## 2014 SUMMARY OF SUBDIVISION ACTIVITY

Table 13A summarizes the preliminary plats that the Planning Commission approved in 2014. Preliminary plat approval gives a developer the legal right to subdivide property. Additional work is required to construct the infrastructure necessary to provide access and utility connections to each lot created. Once constructed and inspected by the City, a plat is granted final approval. Table 13B summarizes projects that were granted final plat approvals in 2014. The current status column in Table 13B indicates whether the project is a part of a larger multi-phase project.

**Table 13A  
PRELIMINARY PLATS APPROVED IN 2014**

Subdivision Name	Lots	Acres
<b>Clearwater Creek</b>	320	131.9
<b>South Orchard</b>	281	126.8
<b>The Dwellings</b>	14	4.7
<b>SMI Group</b>	9	1.58
	<b>624</b>	<b>264.98</b>

**Table 13B FINAL PLATS APPROVED IN 2014**

Subdivision Name	Lots	Acres	Housing Starts	Current Status
Brantingham Heights 4	25	21.1	13	Final Phase of Multi-Phase Project
The Carr Plat	7	1.5	2	Completed
The Heights at Meadow Springs 5	34	14.2	0	Final Phase of Multiphase Project
The Dwellings	14	4.7	0	Completed
Westcliffe 12	26	13.4	1	Twelfth Phase of Multiphase Project
<b>Totals</b>	<b>106</b>	<b>54.9</b>	<b>16</b>	

While the first two tables detail the development approved and constructed in 2014, the next two tables identify the inventory of projects that have been approved in the City in previous years. Oftentimes, subdivisions are constructed in multiple phases over a period of years. The original preliminary plat approval is granted for the entire project, and final plats are developed one phase at a time. The projects listed in Table 13C are multi-phase projects that have been partially but not fully completed.

**Table 13C**  
**MULTI-PHASE PROJECTS IN PROGRESS IN 2014**

<b>Subdivision Name</b>	<b>Lots Already Final Platted</b>	<b>Remaining Lots Authorized by Preliminary Plat</b>	<b>Total Lots</b>
Copperleaf	113	54	167
Falconcrest	27	17	44
Heritage Hills	21	108	129
Horn Creek	66	50	116
Lexington Heights & Brantingham Heights	171	21	192
Meadow Hills	56	14	70
Skyline Meadows	86	26	112
Westcliffe	315	100	415
Willowbrook II	47	48	95
White Bluffs	30	190	220
<b>Totals</b>	<b>932</b>	<b>628</b>	<b>1560</b>

Finally, Table 13D provides a summary of all the projects in the City that have received preliminary approval in previous years but have not yet been constructed. Some of these subdivision approvals were granted several years ago, but all remain valid.

**Table 13D**  
**PRELIMINARY PLATS – APPROVED BUT NOT YET CONSTRUCTED**

<b>Subdivision Name</b>	<b>Number of Lots</b>
<b>Birkdale at Horn Rapids</b>	<b>48</b>
<b>Cascade at Columbia Point</b>	<b>22</b>
<b>Canyon Creek</b>	<b>27</b>
<b>Clearwater Creek</b>	<b>320</b>
<b>Grandeur Estates</b>	<b>9</b>
<b>Highlands at Horn Rapids</b>	<b>109</b>
<b>Sandpiper II at Horn Rapids</b>	<b>11</b>
<b>SMI Group</b>	<b>9</b>
<b>South Orchards</b>	<b>281</b>
<b>Total Lots</b>	<b>836</b>

**Table 14**  
**PLANNING COMMISSION PERMIT ACTIVITY LEVELS 2005 – 2014**

<b>Permit Type</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
<i>Zoning Applications</i>										
Zoning Map Amendments	8	2	4	6	2	6	4	0	2	4
Zoning Text Amendments	3	3	4	5	3	4	8	2	1	5
Preliminary PUDs	2	7	2	0	0	1	0	1	0	0
Final PUDs	1	0	0	0	0	0	0	0	0	0
Annexations	2	1	0	1	1	1	1	2	2	1
Special Use Permits	3	6	2	2	2	2	1	4	4	3
Site Plan Reviews	4	0	0	1	0	4	4	2	2	0
Bldg. Height Reviews	1	0	0	1	0	0	0	1	0	0
<i>Subdivision Applications</i>										
Preliminary Plats New	8	8	5	1	0	2	2	0	2	4
Preliminary Plats – Revisions	0	0	0	0	1	1	0	0	0	0
Plat Extensions	0	0	1	1	0	1	0	0	1	0
Binding Site Plans	0	0	0	0	0	0	0	0	0	2
Short Plat Appeals	0	0	0	0	0	0	0	0	0	0
Short Plat Variances	0	0	0	0	0	0	0	0	0	0
Subdivision Code Amendments	0	0	1	0	0	0	0	1	0	1
<i>Comprehensive Plan Applications</i>										
Comprehensive Plan Amendments	7	8	7	6	3	5	0	4	5	3
Review of other Planning Documents	3	2	2	4	1	2	2	2	3	1
<i>Other Applications</i>										
Shoreline Permits	2	2	1	0	2	0	2	2	1	2
Surplus of City Owned Properties	0	0	2	1	0	1	1	1	3	1
Sign Code Reviews/Variances	0	0	2	0	0	0	0	0	0	0
Sidewalk Use Licenses	0	0	0	0	0	0	2	1	2	1
Other Code Amendments	0	1	1	2	0	1	2	2	1	3
<b>TOTALS</b>	<b>44</b>	<b>40</b>	<b>34</b>	<b>31</b>	<b>15</b>	<b>32</b>	<b>29</b>	<b>25</b>	<b>29</b>	<b>31</b>

**Work Accomplished in:**

11 Regular Meetings

12 Workshops

## 26 Public Hearings

### **Workshop Topics:**

- Discussion of potential code revisions including:
  - Code amendments pertaining to recreational marijuana
  - Code amendments implementing a hearing examiner system;
  - Code amendments for hillside development regulations;
  - Code amendments for protection of view corridors;
  - Development of a new shoreline master program;
  - Variety of minor code amendments;
- Annual City Tour
- Discussion of potential property surplus;
- Discussion of potential amendments to the Badger Mountain South Land Use & Development Regulations;
- Joint workshop session with City Council.

### **Training Sessions:**

Commissioners had the opportunity to attend training sessions, including a Short Course on Local Planning in September

## **2014 PLANNING COMMISSION ACTIVITY**

### **ZONE CHANGES**

**1. APPLICANT: VSI DEVELOPMENT LLC (Z2014-100)**

**FEB-MAR**

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

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

**2. APPLICANT: HAYDEN HOMES (Z2013-105)**

**APR**

Request: APPROVAL OF A REQUESTED CHANGE IN ZONING OF THE MAJORITY OF A 131.9 ACRE SITE, WHICH IS PRESENTLY ZONED AG-AGRICULTURAL. A TOTAL OF 89.6 ACRES IS REQUESTED TO BE ZONED R-2S – MEDIUM DENSITY RESIDENTIAL. ANOTHER 17.6 ACRES IS PROPOSED FOR NOS – NATURAL OPEN SPACE ZONING.

Location: NORTH OF THE BURLINGTON NORTHERN RAILROAD; WEST OF STEPTOE STREET; SOUTH OF CLAYBELL PARK AND THE PLAT OF “THE HEIGHTS AT MEADOW SPRINGS” AND EAST OF THE AMON PRESERVE.

**3. APPLICANT: CITY OF RICHLAND (Z2014-101)**

**MAY/JUN/JULY**

Request: ZONING TEXT AMENDMENTS – REVISIONS TO SECTIONS 23.38.070, 23.18.040, 23.38.020, 24.04.030 AND 24.12.010 OF THE RICHLAND MUNICIPAL CODE CONCERNING REQUIREMENTS ASSOCIATED WITH FENCING, ASSESSORY BUILDING AND HOUSE SETBACKS, SUBDIVISION APPLICATION REQUIREMENTS AND SIZE REQUIREMENTS FOR REQUIRED COMMERCIAL LANDSCAPING TREES.

Location: CITYWIDE

**4. APPLICANT: STEVE & CATHY KEELE (Z2014-10)**

**AUG**

Request: APPROVAL OF A ZONE CHANGE OF APPROXIMATELY 1.4 ACRES FROM C-1 NEIGHBORHOOD RETAIL TO C-3 GENERAL BUSINESS.

Location: AT THE SOUTHEAST CORNER OF QUEENSGATE DRIVE AND JERICO ROAD.

**5. APPLICANT: CITY OF RICHLAND (Z2014-105)**

**AUG**

Request: ZONING TEXT AMENDMENTS – ADDITION OF A NEW RMC SECTION 23.08.100 - BANNING MARIJUANA USES

Location: CITYWIDE

- 6. APPLICANT: CITY OF RICHLAND (Z2014-106) AUG**  
Request: ZONING, SUBDIVISION & SHORELINE TEXT AMENDMENTS  
IMPLEMENTING A HEARING EXAMINER SYSTEM  
Location: CITYWIDE
- 7. APPLICANT: HAYDEN HOMES (Z2014-103) SEPT**  
Request: 1) AMENDMENT TO THE LAND USE MAP OF THE CITY  
COMPREHENSIVE PLAN, RECLASSIFYING 12.2 ACRES FROM LOW  
DENSITY RESIDENTIAL TO COMMERCIAL  
2) REQUEST TO CHANGE THE ZONING ON 12.2 ACRES FROM AG-  
AGRICULTURAL TO C-1 NEIGHBORHOOD COMMERCIAL  
Location: PROPERTY LOCATED BOTH EAST AND WEST OF STEPTOE  
STREET AND SOUTH OF CENTER PARKWAY/RACHEL ROAD.
- 8. APPLICANT: PACIFIC NORTHWEST NATIONAL LABS (Z2014-104) SEPT**  
Request: AMENDMENTS TO THE LAND USE MAP OF THE CITY  
COMPREHENSIVE PLAN RECLASSIFYING 155 ACRES FROM  
COMMERCIAL AND LOW DENSITY RESIDENTIAL TO NATURAL  
OPEN SPACE AND BUSINESS RESEARCH PARK DESIGNATIONS  
Location: PROPERTY LOCATED NORTH OF HORN RAPIDS ROAD, EAST OF  
STEVENS DRIVE AND WEST OF THE COLUMBIA RIVER
- 9. APPLICANT: CITY OF RICHLAND (Z2014-107) SEPT**  
Request: 1) AMENDMENT TO THE LAND USE MAP OF THE CITY  
COMPREHENSIVE PLAN RECLASSIFYING 2.75 ACRES FROM  
DEVELOPED OPEN SPACE AND WATERFRONT TO CENTRAL  
BUSINESS DISTRICT  
2) REQUEST TO CHANGE THE ZONING ON .75 ACRES FROM  
DEVELOPED OPEN SPACE TO CENTRAL BUSINESS DISTRICT  
3) SURPLUS OF .75 ACRES OF CITY OWNED PARK SITE  
Location: 95 AMON PARK DRIVE (FORMER CHREST MUSEUM)
- 10. APPLICANT: PREMIERE ORCHARDS, LLC (Z2014-108) OCT**  
Request: CONSIDERATION OF APPROPRIATE ZONING FOR A PROPOSED  
ANNEXATION  
Location: PROPERTY LOCATED EAST OF DALLAS ROAD AND SOUTH OF I-  
182.

## **SUBDIVISIONS**

- 1. APPLICANT: DREAM BUILDERS (AARON MAGULA) (S2014-101) FEB**  
Request: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE AN  
APPROXIMATELY 3.75 ACRE PARCEL IN TO 14 RESIDENTIAL LOTS  
KNOWN AS THE DWELLINGS.  
Location: GENERALLY AT THE SOUTHERN TERMINUS OF BRANTINGHAM  
ROAD AND INCLUDING THE UNCONSTRUCTED PORTION OF  
MELISSA STREET

- 2. APPLICANT: VSI DEVELOPMENT LLC (S2014-100) FEB**  
Request: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE 126.8 ACRES INTO 281 LOTS AND 14 TRACTS KNOWN AS THE PLAT OF SOUTH ORCHARD 1.  
Location: SOUTHEAST PORTION OF THE BADGER MOUNTAIN SOUTH MASTER PLANNED COMMUNITY, NORTH OF REATA ROAD AND WEST OF AND ADJACENT TO THE PLAT OF REATA RIDGE.
- 3. APPLICANT: HAYDEN HOMES (S2013-100) APR**  
Request: PRELIMINARY PLAT KNOWN AS "CLEARWATER CREEK", CONSISTING OF 320 RESIDENTIAL LOTS, A 13.6 ACRE SCHOOL SITE, AND 11 OPEN SPACE TRACTS TOTALLING 32.09 ACRES.  
Location: NORTH OF THE BURLINGTON NORTHERN RAILROAD; WEST OF STEPTOE STREET; SOUTH OF CLAYBELL PARK AND THE PLAT OF "THE HEIGHTS AT MEADOW SPRINGS" AND EAST OF THE AMON PRESERVE.
- 4. APPLICANT: SMI GROUP XV, LLC. (S2014-102) JULY**  
Request: THE SUBDIVISION OF 1.58 ACRES INTO 9 SINGLE FAMILY RESIDENTIAL LOTS.  
Location: AT THE NORTHEAST CORNER OF SMARTPARK STREET AND FERMI DRIVE.

#### **BINDING SITE PLANS**

- 1. APPLICANT: NOR AM INVESTMENTS, LLC (BSP2014-100) JUN**  
Request: APPROVAL OF A BINDING SITE PLAN TO DIVIDE 73.5 ACRES INTO 40 COMMERCIAL LOTS, TOGETHER WITH PRIVATE ROADWAYS AND COMMON PARKING AREAS.  
Location: WITHIN THE BADGER MOUNTAIN SOUTH MASTER PLANNED COMMUNITY, SOUTH OF AVA WAY AND EAST OF DALLAS ROAD
- 2. APPLICANT: WASHINGTON SEC. & INVESTMENTS CORP. (BSP2014-101) DEC**  
Request: APPROVAL OF A BINDING SITE PLAN TO DIVIDE 4.87 ACRES INTO 5 COMMERCIAL LOTS  
Location: SOUTHEAST CORNER OF THE INTERSECTION OF JADWIN AVENUE AND MCMURRAY STREET.

#### **SHORELINE PERMITS**

- 1. APPLICANT: CITY OF RICHLAND (SM1-2014) OCT**  
Request: APPROVAL OF A SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT AUTHORIZING THE REMOVAL OF NON-NATIVE VEGETATION ALONG THE SHORELINE OF THE COLUMBIA RIVER. THE PROJECT WILL BE FIVE YEARS IN DURATION AND INCLUDES THE STABILIZATION OF ERODED RIVER BANK WITH ROCK RANGING FROM 1 – 4 INCH RIP RAP TO LARGE 2 – 4 FOOT DIAMETER BOULDERS.

Location: WEST SHORELINE OF THE COLUMBIA RIVER FROM 486 TO 156  
BRADLEY BOULEVARD

**2. APPLICANT: BRUCE NAPIER AND JUDITH BAMBERGER (SM2-2014) DEC**

Request: APPROVAL OF A SHORELINE SUBSTANTIAL DEVELOPMENT  
PERMIT FOR REMOVAL AND REPLACEMENT OF A PRIVATE DOCK  
& STAIRS

Location: ON THE COLUMBIA RIVER SHORELINE AT 2608 HARRIS AVENUE

**SPECIAL USE PERMITS**

**1. APPLICANT: SMI GROUP XV, LLC. (SUP 2014-100) JULY**

Request: APPROVAL OF A SPECIAL USE PERMIT TO DEVELOPMENT OF A  
SINGLE FAMILY RESIDENTIAL DEVELOPMENT IN THE BUSINESS  
RESEARCH PARK DISTRICT

Location: AT THE NORTHEAST CORNER OF SMARTPARK STREET AND  
FERMI DRIVE.

**2. APPLICANT: AMERICAN TOWER CORP. (SUP2014-101) JUN**

Request: APPROVAL OF A SPECIAL USE PERMIT TO AUTHORIZE  
CONSTRUCTION OF A 100 FOOT TALL WIRELESS  
COMMUNICATIONS FACILITY WITH ASSOCIATED GROUND  
EQUIPMENT

Location: 2373 JERICO ROAD

**3. APPLICANT: RICHLAND MOBILE HOME PARK (SUP2014-102) DEC**

Request: AUTHORIZATION TO ALLOW THE ADDITION OF ELEVEN MORE  
UNITS TO THE PARK.

Location: 35 APPOLLO BOULEVARD

**SIDEWALK USE LICENSES**

**1. APPLICANT: EMERALD OF SIAM RESTAURANT (SUL2104-001) MAR**

Request: APPROVAL OF A SIDEWALK USE LICENSE TO AUTHORIZE THE  
OPERATION OF A SIDEWALK CAFÉ

Location: 1314 JADWIN AVENUE

**MISCELLANEOUS PERMITS**

**1. APPLICANT: CITY OF RICHLAND. (M2014-100) JAN/FEB**

Request: UPDATE OF THE CITY SHORELINE MASTER PROGRAM,  
CONSISTING OF A PROPOSED NEW "SHORELINE MANAGEMENT"  
SECTION OF THE COMPREHENSIVE PLAN; AMENDMENTS TO TITLE  
26 OF THE RICHLAND MUNICIPAL CODE – SHORELINE  
MANAGEMENT; AMENDMENTS TO TITLE 19 – DEVELOPMENT  
REGULATION ADMINISTRATION; AMENDMENTS TO TITLE 23 –  
ZONING; AND AMENDMENTS TO TITLE 22 SENSITIVE AREAS

ORDINANCE, ALL AS THEY RELATE TO SHORELINE AREAS WITHIN THE CITY OF RICHLAND.  
Location: COLUMBIA AND YAKIMA RIVER SHORELINES WITHIN THE CITY OF RICHLAND.

- 2. APPLICANT: CITY OF RICHLAND (M2014-101) MAY**  
Request: AMENDMENTS TO THE CITY OF RICHLAND TRANSPORTATION IMPROVEMENT PROGRAM 2015-2020.  
Location: CITYWIDE



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Presentations

Key Element:

Subject:

Richland Public Facilities District Quarterly Report (10 minutes)

Department:

Community & Development Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Quarterly report of the Richland Public Facilities District

Fiscal Impact:

Attachments:



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Public Hearing

Key Element: Key I - Financial Stability & Operational Effectiveness

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**Subject:**

Proposed Amendments to RMC Section 14.24.060: Electricity, Relating to Electric Retail Rates - Ordinance No. 04-15

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**Department:**

Energy Services

**Ordinance/Resolution Number:**

04-15

**Document Type:**

Ordinance

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**Recommended Motion:**

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**Summary:**

Give public hearing to Ordinance 04-15, Amending RMC Section 14.24.060: Retail Electric Rates.

Council is not expected to take action on this proposal tonight. After hearing public comments on this matter, Council may give second reading and passage to Ordinance 04-15 at a future Council meeting, which will allow for an increase in electric utility rates.

Refer to Ordinance No. 04-15 on the Consent Calendar.

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**Fiscal Impact:**

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**Attachments:**

- I. Proposed Ordinance

ORDINANCE NO. 04-15

AN ORDINANCE of the City of Richland amending  
Title 14.24.060: Retail Electric Rates, of the Richland  
Municipal Code.

WHEREAS, the City is responsible for recovering the costs of operating its electric utility primarily through retail rates; and

WHEREAS, the City's electric utility retail rates were last updated in January 2013; and

WHEREAS, additional revenues are needed in the Small General Service, Small Irrigation, Security Lighting, and Traffic Lighting rate classes to align customer classes with their true costs of service so that no one rate class subsidizes another; and

WHEREAS, additional revenues are needed to pay for increasing costs of operating the electric utility primarily due to the increases in the cost of wholesale power from the Bonneville Power Administration (BPA); and

WHEREAS, the Utility Advisory Committee (UAC) has thoroughly reviewed the staff recommendations including consideration of the cost of service analysis (COSA), five-year rate program methodology, the electric utility's current and projected financial status, levels of rate-financed capital, debt service coverage ratios, projected revenue and expense requirements, and rate structures; and

WHEREAS, the UAC unanimously voted to endorse the staff recommendations for retail rate increases and rate design changes; and

WHEREAS, staff has implemented a comprehensive customer communications program during the past few months to explain the need for rate increases and allow opportunity for customer input into the staff recommendations.

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

Section 1. Richland Municipal Code, Section 14.24.060 Retail Electrical Rates, as enacted by Ordinance No. 90 and last amended by Ordinance No. 03-13 § 1 is hereby amended to read as follows:

**14.24.060 Retail electrical rates.**

Rates for electricity are summarized by class of service as listed below.

## **SCHEDULE 10: General Residential**

- A. Availability: In all territory serviced by the city's electrical utility.
- B. Applicability: To domestic uses of electric energy by all residential customers not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Delivery Point: The following rates are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same customer at other points of consumption shall be separately metered and billed.
- E. Rates:

Rates Effective January 1, 2013

Monthly Customer Charge:

Single-phase service: \$12.25/mo.

Multiphase service: \$20.45/mo.

Monthly Energy Charge: \$0.0616/kWh

- F. The rates for electrical service supplied to residential customers qualifying as low income senior or low income disabled citizens shall be discounted 33 percent of Schedule 10. Qualifications and other information regarding low income senior or low income disabled citizens can be found in Chapter 3.29 RMC (finance).

## **SCHEDULE 20: Small General Service**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter, anticipated monthly maximum demand does not exceed 50 kilowatts and the load is not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Rates Effective ~~January 1, 2013~~ with the first bill received in July 2015

Monthly Customer Charge:

Single-phase service: ~~\$15.00~~ 20.00/mo.

Multiphase service: ~~\$25.03~~ 33.35/mo.

Monthly Energy Charge: ~~\$0.0486~~ 0.0519/kWh

Monthly Demand Charge: No Charge

## **SCHEDULE 22: Medium General Service**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter, where anticipated monthly maximum demand is greater than 50 kilowatts, but less than or equal to 300 kilowatts, and the load is not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Rates Effective January 1, 2013

Monthly Customer Charge:

Single-phase service: \$25.00/mo.

Multiphase service: \$41.67/mo.

Monthly Energy Charge: \$0.0312/kWh

Monthly Demand Charge: \$5.85/kW

## **SCHEDULE 24: Large General Service**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter, where anticipated monthly maximum demand is greater than 300 kilowatts, but less than or equal to 1,000 kilowatts, and the load is not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Rates Effective January 1, 2013

Monthly Customer Charge:

Single-phase service: \$25.00/mo.

Multiphase service: \$41.67/mo.

Monthly Energy Charge: \$0.0312/kWh

Monthly Demand Charge: \$5.85/kW

## **SCHEDULE 30: Small Industrial**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter having anticipated monthly maximum demands exceeding 1,000 kilowatts and less than or equal to 5,000 kilowatts not eligible for service under other rate schedules.

- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Rates Effective January 1, 2013

Monthly Customer Charge:

Single-phase service: \$80.00/mo.

Multiphase service: \$133.33/mo.

Monthly Energy Charge: \$0.0350/kWh

Monthly Demand Charge: \$6.25/kW

### **SCHEDULE 31: Large Industrial**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter having anticipated monthly maximum demands exceeding 5,000 kilowatts and not eligible for service under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Rates Effective January 1, 2013

Monthly Service Charge: \$120.00/mo.

Monthly Energy Charge: \$0.0323/kWh

Monthly Demand Charge: \$5.40/kW

### **SCHEDULE 33: Economic Development Rate**

- A. Terms and conditions of negotiated rate will be by contract.
- B. Will be based upon the benefits derived from the new load and/or employment opportunities that expand the local economy.
- C. Will utilize marginal costing concept.

### **SCHEDULE 40: Small Irrigation 0 – 60 Horsepower**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To uses of electrical power on a continuous basis for seasonal agricultural irrigation pumping or agricultural drainage pumping.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Rates Effective ~~January 1, 2013~~ with the first bill received in July 2015

Monthly Energy Charge: ~~\$0.0468~~ 0.0500/kWh

Monthly Demand Charge: No Charge

Annual Facilities Charge:

~~\$5.19/horsepower of the installation, to be billed at beginning of irrigation season.~~  
To be billed at the beginning of irrigation season.

(1) ~~\$100.00 minimum on single phase.~~ \$150.00 single-phase service.

(2) ~~\$166.67 minimum on multiphase.~~ \$250.00 multi-phase service.

#### **SCHEDULE 45: Large Irrigation Over 60 Horsepower**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To uses of electrical power on a continuous basis for seasonal agricultural irrigation pumping or agricultural drainage pumping.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Rates Effective January 1, 2013

Monthly Energy Charge: \$0.0329/kWh

Monthly Demand Charge: \$5.75/kW

Annual Facilities Charge:

\$4.97/horsepower on first 1,500 horsepower, to be billed at beginning of irrigation season.

(1) \$100.00 minimum on single phase.

(2) \$166.67 minimum on multiphase.

#### **SCHEDULE 50: Street Lighting**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To municipally owned lighting systems for public streets, publicly owned parking areas, and parks and athletic fields, and includes maintenance of and replacement of lamps for overhead lighting systems of such areas. The provisions of this schedule shall not apply to rates for energy supplied under specific contracts negotiated for such purpose.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Rates Effective January 1, 2013

Monthly Energy Charge:

\$0.0952/kWh

### **SCHEDULE 60: Traffic Lighting**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To municipally owned traffic-regulating signal systems on public streets and highways.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Rates Effective ~~January 1, 2013~~ with the first bill received in July 2015

Monthly Customer Charge:

\$12.25/mo.

Monthly Energy Charge:

~~\$0.0701~~ 0.0580/kWh

### **SCHEDULE 70: ~~Security~~ Rental Lighting**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all property owners or long-term ~~leasees~~ lessees of property.
- C. Contract Provisions: The rates in this schedule apply to facilities consisting of overhead construction with mast arms and luminaires mounted on wood poles with lumen output as shown. Lighting facilities supplied under this schedule shall remain the property of the city, and shall be supplied only pursuant to a contract with the customer, the term of which shall be a period of not less than three years.
- D. Rates:

#### **Unmetered**

Rates Effective  
~~January 1, 2013~~  
with the first bill  
received in July  
2015

#### **Metered**

Rates Effective  
~~January 1, 2013~~  
with the first bill  
received in July  
2015

Monthly Charge per Installed Light:

Residential Yard Light (250 watt or less):

~~\$10.40~~ 11.45

~~\$5.80~~ 6.40

Area Lighting:

400 watt mercury vapor:

~~\$15.60~~ 17.15

~~\$6.65~~ 7.30

500 watt or less incandescent:

~~\$15.60~~ 17.15

~~\$6.65~~ 7.30

1,000 watt mercury vapor:

~~\$28.80~~ 31.70

~~\$10.30~~ 11.35

1,000/1,500 watt incandescent:                      \$~~28.80~~ 31.70                      \$~~40.30~~ 11.35

Pole Rental:

When an individual wood pole is required on a new installation, the following monthly charges apply:

Wood Pole 40 feet or less:                      \$~~1.20~~ 1.30

Wood Pole Over 40 feet:                      \$~~1.20~~ 1.30 plus \$~~0.06~~ 0.07 per foot

Steel Pole:                      \$1.40

Additional charge will be made for lamps installed 75 feet or more above the ground.

#### **SCHEDULE 90: Cable Television Amplifier**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To owners of cable television amplifiers installed on facilities owned by the city's electric utility.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Monthly Energy Charge:                      \$0.0481/kWh

#### **SCHEDULE 100: New Large Single Load**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To new large single load customers defined in Public Law 96-501 and as such constitute electrical loads greater than or equal to 10 average megawatts during any consecutive 12-month period and which cause the utility to incur wholesale power costs in excess of normal rates.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates: Terms and conditions of negotiated rate will be by contract.

[Ord. 90; Ord. 173; Ord. 74-74; Ord. 18-77; Ord. 47-78; Ord. 38-79; Ord. 75-80; Ord. 66-81; Ord. 55-82; Ord. 8-87; Ord. 19-87; Ord. 6-90; Ord. 43-91; Ord. 11-93; Ord. 43-93; Ord. 12-94; Ord. 31-96; Ord. 55-99; Ord. 15-02; Ord. 10-03; Ord. 16-03; Ord. 10-04; Ord. 31-12 § 1; Ord. 03-13 § 1].

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

Section 3. The amended rates shall be effective with the first utility bill that customers receive in July 2015 and apply to all electrical services for the billing period.

PASSED by the City Council of the City of Richland, at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

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

ATTEST:

APPROVED AS TO FORM:

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

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

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



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Public Hearing

Key Element: Key 2 - Infrastructure & Facilities

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**Subject:**

Proposed Amendments to the 2015-2020 Transportation Improvement Program - Resolution No. 24-15

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**Department:**

Public Works

**Ordinance/Resolution Number:**

**Document Type:**

Presentation

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**Recommended Motion:**

None

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**Summary:**

A public hearing will be held to receive testimony on Resolution No. 24-15 amending the 2015-2020 Transportation Improvement Program.

Refer to Resolution No. 24-15 on the Consent Calendar.

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**Fiscal Impact:**

No

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**Attachments:**



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Public Hearing

Key Element: Key I - Financial Stability & Operational Effectiveness

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**Subject:**

Proposed Increases in Appropriation of Capital Improvement and Street Capital Construction Funds - Ordinance No. 05-15

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**Department:**

Public Works

**Ordinance/Resolution Number:**

**Document Type:**

Presentation

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**Recommended Motion:**

None

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**Summary:**

State statutes require that a public hearing be held prior to consideration of an ordinance to increase the appropriation of existing fund balance. Ordinance No. 05-15 is on this evening's consent calendar agenda and proposes to appropriate existing fund balance from the Capital Improvement Fund to the Streets Capital Construction Fund.

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**Fiscal Impact:**

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**Attachments:**



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Public Hearing

Key Element: Key 4 - Targeted Investments

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**Subject:**

Declaring certain real property surplus to the City's needs - Resolution No. 27-15

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**Department:**

Community & Development Services

**Ordinance/Resolution Number:**

27-15

**Document Type:**

Resolution

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**Recommended Motion:**

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**Summary:**

The Richland City Council will conduct a public hearing to receive public comments on proposed surplus of real property. Said property is approximately 0.14 acre of Tract R, Plat of Columbia Point. This public hearing is related to Resolution No. 27-15.

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**Fiscal Impact:**

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**Attachments:**



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

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**Subject:**

Approve the Minutes of the Council Meeting Held February 3, 2015

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**Department:**

City Attorney

**Ordinance/Resolution Number:**

**Document Type:**

Minutes

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**Recommended Motion:**

Approve the minutes of the Council meeting(s) held on February 3, 2015

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**Summary:**

None.

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**Fiscal Impact:**

None.

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**Attachments:**

I. Draft 020315Council Meeting Minutes



## MINUTES

### RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, February 3, 2015

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#### Pre-Meeting:

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

#### Attendance:

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

Also present were City Manager Johnson, Assistant City Manager Amundson, City Attorney Kintzley and Human Resources Director Jubb.

#### Executive Session:

1. Per RCW 42.30.140 (4): Discuss Collective Bargaining Negotiations (10 minutes)
  - Allison Jubb, Human Resources Director

**COUNCIL MEMBER THOMPSON MOVED AND MAYOR PRO TEM LEMLEY SECONDED A MOTION TO MOVE INTO EXECUTIVE SESSION AT 7:00 P.M. TO DISCUSS PER RCW 42.30.140 (4): COLLECTIVE BARGAINING NEGOTIATIONS 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.**

#### Discussion of Meeting Agenda Items:

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

#### Regular Meeting:

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

#### Welcome and Roll Call:

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

Mayor Rose, Mayor Pro Tem Lemley, Council Members Anderson, Christensen, Jones and 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, Human Resources Director Jubb and City Clerk Hopkins.

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

**Pledge of Allegiance:**

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

**Approval of Agenda:**

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

**Presentations:**

**1. New Hire Introduction**

Ms. Jubb introduced Joshua Smith who joined the City January 5 as a Fire Fighter. Joshua started his career in the fire service field at the age of 17 volunteering. Prior to coming to the City Joshua worked for Prosser Fire District #3 as a Training Captain since 2011. Prior to that he worked for Prosser Memorial Hospital in the EMS Division as an Advanced EMT.

**Reception for Fire and Emergency Services Director Baynes**

Mayor Rose read a letter of recognition and the appreciation plaque for Fire Chief Baynes and presented them to him. Chief Baynes said he had a rewarding career at the City and thanked his Fire Fighters for their service. He looks forward to staying in the community and describe his new career at Senior Resources Northwest.

**MAYOR ROSE RECESSED THE MEETING AT 7:37 P.M. FOR A RECEPTION FOR CHIEF BAYNES FOR 10 MINUTES. MAYOR ROSE RECONVENED THE MEETING AT 7:47 P.M.**

Ms. Johnson welcomed the new Fire Chief Tom Huntington, who took the Fire and Emergency Services Director seat at the staff dais.

**Public Hearing:**

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

1. Dissolution of the Wine Science Center Development Authority - Resolution No. 03-15  
- Bill King, Community and Development Services Director

Mr. King stated the purpose the Wine Science Center Development Authority was established and explained the process of its dissolution, as the Wine Science Center has been completed. He said the process calls for a public hearing and a resolution of dissolution.

Mayor Rose open the public hearing at 7:52 p.m. and closed the hearing at 7:52:15 p.m. as there were no comments.

**Public Comments:**

No comments.

**Consent Calendar:**

City Clerk Hopkins read the Consent items.

Minutes:

1. Approve the Minutes of the Council Meetings Held January 20 and 27, 2015  
- Marcia Hopkins, City Clerk

Resolutions – Adoption:

2. Resolution No. 03-15, Authorizing the Dissolution of the Wine Science Center Development Authority  
- Bill King, Community and Development Services Director
3. Resolution No. 07-15, Approving an Amendment to the Purchase and Sale Agreement Between the City of Richland and F&L Investments, LLC  
- Bill King, Community and Development Services Director
4. Resolution No. 09-15, Reappointment to the Board of Adjustment: Larry Lowry  
- Heather Kintzley, City Attorney
5. Resolution No. 18-15, Approving Amendment No. 1 to the 2014-2016 HOME Consortium Cooperative Agreement  
- Bill King, Community and Development Services Director
6. Resolution No. 19-15, Approving HOME Consortium Sub-recipient Agreements  
- Bill King, Community and Development Services Director
7. Resolution No. 20-15, Awarding Bid to Culbert Construction, Inc. for Decant Facility Retrofit and Relocation Project

- Pete Rogalsky, Public Works Director

8. Resolution No. 21-15, Approve an Agreement with Wildlands, Inc. for Amon Preserve Revegetation Plan

- Pete Rogalsky, Public Works Director

Expenditures - Approval:

13. Expenditures from January 12, 2015 - January 23, 2015 for \$9,264,089.59 including Check Nos. 219480-219900, Wire Nos. 5816-5828, Payroll Check Nos. 99845-99859, and Payroll Wire/ACH Nos. 8822-8842

- Cathleen Koch, Administrative Services Director

**COUNCIL MEMBER THOMPSON MOVED AND COUNCIL MEMBER JONES SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THE MOTION CARRIED 6-0.**

**Reports and Comments:**

1. City Manager Johnson said the badging ceremony for Tom Huntington is scheduled for Friday, February 6, at 3:30 p.m. at Fire Station 71 and at 1:00 p.m. Friday, February 6, Council is invited to a construction tour of new fire station located on Duportail Street. She reminded everyone to vote online from the City's website, to win a play foam block kit, valued at \$7,000, in a contest the Parks and Public Facilities Department has entered. She also welcomed Fire Chief Tom Huntington to the team.
2. All Council Members welcomed Fire Chief Tom Huntington.
3. Mayor Rose read a letter from Governor Inslee appointing Mayor Pro Tem Lemley to a term on the Washington State Council on Aging.

**Adjournment:**

Mayor Rose adjourned the meeting at 7:58 p.m.

Respectfully Submitted,

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

**FORM APPROVED:**

\_\_\_\_\_  
David W. Rose, Mayor

**DATE APPROVED:**



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

**Subject:**

Ordinance No. 04-15, Amending RMC Section 14.24.060: Electricity, Relating to Retail Rates

**Department:**

Energy Services

**Ordinance/Resolution Number:**

04-15

**Document Type:**

Ordinance

**Recommended Motion:**

Give first reading, by title only, to Ordinance No. 04-15, amending RMC Section 14.24.060: Electricity, relating to retail rates.

**Summary:**

The City's electric utility retail rates and the Cost of Service Analysis (COSA) model were discussed with Utility Advisory Committee (UAC) members throughout 2014. Energy Services Department (RES) staff projected revenue needs for the next year and a five-year-forward rate program.

The following summarizes background information from the COSA analysis for test year 2015 and the proposed recommendations:

- the 2015 test year COSA shows a projected \$3 million total system – wide electric utility deficit for 2015;
- the RES rates proposal recommends covering the 2015 projected deficit using approximately \$2.5 million in cash reserves and \$500,000 from increased retail rates;
- the breakout of the proposed \$500,000 additional 2015 rate revenue is about \$350,000 electric rate revenue and \$150,000 additional City utility occupation tax paid to the City's General Fund;
- the recommendation addresses a customer class subsidization issue in four (4) of the twelve (12) electric utility customer classes by proposing a 10% increase in electric rate revenues for each of those 4 classes; and,
- the recommendation addresses a higher City utility tax, accurately applying existing tax rates to gross electric sales revenues, with the effect of the new City utility occupation tax expenses spread out to all electric utility customer classes.

The UAC passed a motion at its January 2015 meeting to endorse these proposed 2015 electric utility retail rate increases. RES staff recommends that City Council give first reading to Ordinance No. 04-15 and consider passage of the ordinance on March 3, 2015. If approved by City Council, the increases will take effect with the first bill each customer receives in July 2015 and apply to all electrical use reflected on that bill.

**Fiscal Impact:**

The projected increased revenues from passage of Ordinance No. 04-15 was included in the 2015 approved City budget in Fund 401, Electric Utility enterprise fund.

**Attachments:**

- I. Proposed Ordinance

ORDINANCE NO. 04-15

AN ORDINANCE of the City of Richland amending  
Title 14.24.060: Retail Electric Rates, of the Richland  
Municipal Code.

WHEREAS, the City is responsible for recovering the costs of operating its electric utility primarily through retail rates; and

WHEREAS, the City's electric utility retail rates were last updated in January 2013; and

WHEREAS, additional revenues are needed in the Small General Service, Small Irrigation, Security Lighting, and Traffic Lighting rate classes to align customer classes with their true costs of service so that no one rate class subsidizes another; and

WHEREAS, additional revenues are needed to pay for increasing costs of operating the electric utility primarily due to the increases in the cost of wholesale power from the Bonneville Power Administration (BPA); and

WHEREAS, the Utility Advisory Committee (UAC) has thoroughly reviewed the staff recommendations including consideration of the cost of service analysis (COSA), five-year rate program methodology, the electric utility's current and projected financial status, levels of rate-financed capital, debt service coverage ratios, projected revenue and expense requirements, and rate structures; and

WHEREAS, the UAC unanimously voted to endorse the staff recommendations for retail rate increases and rate design changes; and

WHEREAS, staff has implemented a comprehensive customer communications program during the past few months to explain the need for rate increases and allow opportunity for customer input into the staff recommendations.

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

Section 1. Richland Municipal Code, Section 14.24.060 Retail Electrical Rates, as enacted by Ordinance No. 90 and last amended by Ordinance No. 03-13 § 1 is hereby amended to read as follows:

**14.24.060 Retail electrical rates.**

Rates for electricity are summarized by class of service as listed below.

## **SCHEDULE 10: General Residential**

- A. Availability: In all territory serviced by the city's electrical utility.
- B. Applicability: To domestic uses of electric energy by all residential customers not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Delivery Point: The following rates are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same customer at other points of consumption shall be separately metered and billed.
- E. Rates:

Rates Effective January 1, 2013

Monthly Customer Charge:

Single-phase service: \$12.25/mo.

Multiphase service: \$20.45/mo.

Monthly Energy Charge: \$0.0616/kWh

- F. The rates for electrical service supplied to residential customers qualifying as low income senior or low income disabled citizens shall be discounted 33 percent of Schedule 10. Qualifications and other information regarding low income senior or low income disabled citizens can be found in Chapter 3.29 RMC (finance).

## **SCHEDULE 20: Small General Service**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter, anticipated monthly maximum demand does not exceed 50 kilowatts and the load is not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Rates Effective ~~January 1, 2013~~ with the first bill received in July 2015

Monthly Customer Charge:

Single-phase service: ~~\$15.00~~ 20.00/mo.

Multiphase service: ~~\$25.03~~ 33.35/mo.

Monthly Energy Charge: ~~\$0.0486~~ 0.0519/kWh

Monthly Demand Charge: No Charge

## **SCHEDULE 22: Medium General Service**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter, where anticipated monthly maximum demand is greater than 50 kilowatts, but less than or equal to 300 kilowatts, and the load is not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Rates Effective January 1, 2013

Monthly Customer Charge:

Single-phase service: \$25.00/mo.

Multiphase service: \$41.67/mo.

Monthly Energy Charge: \$0.0312/kWh

Monthly Demand Charge: \$5.85/kW

## **SCHEDULE 24: Large General Service**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter, where anticipated monthly maximum demand is greater than 300 kilowatts, but less than or equal to 1,000 kilowatts, and the load is not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Rates Effective January 1, 2013

Monthly Customer Charge:

Single-phase service: \$25.00/mo.

Multiphase service: \$41.67/mo.

Monthly Energy Charge: \$0.0312/kWh

Monthly Demand Charge: \$5.85/kW

## **SCHEDULE 30: Small Industrial**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter having anticipated monthly maximum demands exceeding 1,000 kilowatts and less than or equal to 5,000 kilowatts not eligible for service under other rate schedules.

- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Rates Effective January 1, 2013

Monthly Customer Charge:

Single-phase service: \$80.00/mo.

Multiphase service: \$133.33/mo.

Monthly Energy Charge: \$0.0350/kWh

Monthly Demand Charge: \$6.25/kW

### **SCHEDULE 31: Large Industrial**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter having anticipated monthly maximum demands exceeding 5,000 kilowatts and not eligible for service under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Rates Effective January 1, 2013

Monthly Service Charge: \$120.00/mo.

Monthly Energy Charge: \$0.0323/kWh

Monthly Demand Charge: \$5.40/kW

### **SCHEDULE 33: Economic Development Rate**

- A. Terms and conditions of negotiated rate will be by contract.
- B. Will be based upon the benefits derived from the new load and/or employment opportunities that expand the local economy.
- C. Will utilize marginal costing concept.

### **SCHEDULE 40: Small Irrigation 0 – 60 Horsepower**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To uses of electrical power on a continuous basis for seasonal agricultural irrigation pumping or agricultural drainage pumping.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Rates Effective ~~January 1, 2013~~ with the first bill received in July 2015

Monthly Energy Charge: ~~\$0.0468~~ 0.0500/kWh

Monthly Demand Charge: No Charge

Annual Facilities Charge:

~~\$5.19/horsepower of the installation, to be billed at beginning of irrigation season.~~  
To be billed at the beginning of irrigation season.

(1) ~~\$100.00 minimum on single phase.~~ \$150.00 single-phase service.

(2) ~~\$166.67 minimum on multiphase.~~ \$250.00 multi-phase service.

#### **SCHEDULE 45: Large Irrigation Over 60 Horsepower**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To uses of electrical power on a continuous basis for seasonal agricultural irrigation pumping or agricultural drainage pumping.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Rates Effective January 1, 2013

Monthly Energy Charge: \$0.0329/kWh

Monthly Demand Charge: \$5.75/kW

Annual Facilities Charge:

\$4.97/horsepower on first 1,500 horsepower, to be billed at beginning of irrigation season.

(1) \$100.00 minimum on single phase.

(2) \$166.67 minimum on multiphase.

#### **SCHEDULE 50: Street Lighting**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To municipally owned lighting systems for public streets, publicly owned parking areas, and parks and athletic fields, and includes maintenance of and replacement of lamps for overhead lighting systems of such areas. The provisions of this schedule shall not apply to rates for energy supplied under specific contracts negotiated for such purpose.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Rates Effective January 1, 2013

Monthly Energy Charge:

\$0.0952/kWh

### **SCHEDULE 60: Traffic Lighting**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To municipally owned traffic-regulating signal systems on public streets and highways.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Rates Effective ~~January 1, 2013~~ with the first bill received in July 2015

Monthly Customer Charge:

\$12.25/mo.

Monthly Energy Charge:

~~\$0.0701~~ 0.0580/kWh

### **SCHEDULE 70: ~~Security~~ Rental Lighting**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all property owners or long-term ~~leasees~~ lessees of property.
- C. Contract Provisions: The rates in this schedule apply to facilities consisting of overhead construction with mast arms and luminaires mounted on wood poles with lumen output as shown. Lighting facilities supplied under this schedule shall remain the property of the city, and shall be supplied only pursuant to a contract with the customer, the term of which shall be a period of not less than three years.
- D. Rates:

#### **Unmetered**

Rates Effective  
~~January 1, 2013~~  
with the first bill  
received in July  
2015

#### **Metered**

Rates Effective  
~~January 1, 2013~~  
with the first bill  
received in July  
2015

Monthly Charge per Installed Light:

Residential Yard Light (250 watt or less):

~~\$10.40~~ 11.45

~~\$5.80~~ 6.40

Area Lighting:

400 watt mercury vapor:

~~\$15.60~~ 17.15

~~\$6.65~~ 7.30

500 watt or less incandescent:

~~\$15.60~~ 17.15

~~\$6.65~~ 7.30

1,000 watt mercury vapor:

~~\$28.80~~ 31.70

~~\$10.30~~ 11.35

1,000/1,500 watt incandescent:                      \$~~28.80~~ 31.70                      \$~~40.30~~ 11.35

Pole Rental:

When an individual wood pole is required on a new installation, the following monthly charges apply:

Wood Pole 40 feet or less:                      \$~~1.20~~ 1.30

Wood Pole Over 40 feet:                      \$~~1.20~~ 1.30 plus \$~~0.06~~ 0.07 per foot

Steel Pole:                      \$1.40

Additional charge will be made for lamps installed 75 feet or more above the ground.

#### **SCHEDULE 90: Cable Television Amplifier**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To owners of cable television amplifiers installed on facilities owned by the city's electric utility.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Monthly Energy Charge:                      \$0.0481/kWh

#### **SCHEDULE 100: New Large Single Load**

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To new large single load customers defined in Public Law 96-501 and as such constitute electrical loads greater than or equal to 10 average megawatts during any consecutive 12-month period and which cause the utility to incur wholesale power costs in excess of normal rates.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates: Terms and conditions of negotiated rate will be by contract.

[Ord. 90; Ord. 173; Ord. 74-74; Ord. 18-77; Ord. 47-78; Ord. 38-79; Ord. 75-80; Ord. 66-81; Ord. 55-82; Ord. 8-87; Ord. 19-87; Ord. 6-90; Ord. 43-91; Ord. 11-93; Ord. 43-93; Ord. 12-94; Ord. 31-96; Ord. 55-99; Ord. 15-02; Ord. 10-03; Ord. 16-03; Ord. 10-04; Ord. 31-12 § 1; Ord. 03-13 § 1].

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

Section 3. The amended rates shall be effective with the first utility bill that customers receive in July 2015 and apply to all electrical services for the billing period.

PASSED by the City Council of the City of Richland, at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

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

ATTEST:

APPROVED AS TO FORM:

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

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

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



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Ordinances - First Reading

Key Element: Key 2 - Infrastructure & Facilities

**Subject:**

Ordinance No. 05-15, Increasing Capital Improvement Fund and Streets Capital Construction Fund Budgets

Department:  
Public Works

Ordinance/Resolution Number:  
05-15

Document Type:  
Ordinance

**Recommended Motion:**

Give first reading, by title only, to Ordinance No. 05-15, increasing the Capital Improvement Fund and Streets Capital Construction Fund budgets.

**Summary:**

State law requires that an ordinance be adopted to increase the budgeted appropriations. Ordinance No. 05-15 proposes to amend the 2015 - 2030 Capital Improvement Plan and increase appropriations in the Streets Capital Construction Fund by the amount of grant funds awarded for several street improvement projects and by the amount of required matching funds. The matching funds' source is proposed as the Capital Improvement Fund fund balance, which is derived from Real Estate Excise Tax.

The proposed budget increase will fully fund two projects: 1) The Duportail Street Reconstruction; and 2) The Vantage Highway Pathway Phase I. Each project is expected to be complete in 2016.

As required, a public hearing is being held at tonight's Council meeting to consider this proposal.

Fiscal Impact:  
Yes

The proposed ordinance will increase appropriations in the Streets Capital Construction Fund by \$698,739, of which \$658,739 is federal grant funding administered by the Benton Franklin Council of Governments and \$40,000 is a transfer of Real Estate Excise Tax revenues from the City's Capital Improvement Fund. The \$40,000 appropriation increase in the Capital Improvement Fund comes from an available fund balance of \$707,440.

**Attachments:**

I. Streets Fund Increase Ordinance

## ORDINANCE NO. 05-15

AN ORDINANCE of the City of Richland amending the 2015 Budget to provide for additional appropriations and declaring that a public emergency exists in the City's Streets Capital Construction Fund and the Capital Improvement Fund.

WHEREAS, on June 17, 2014, Council passed Resolution No. 89-14 adopting the 2015-2020 six-year Transportation Improvement Plan (TIP). The TIP included several partially or unfunded projects, among them the Duportail Street Reconstruction project and the Vantage Highway Pathway – Phase 1 project; and

WHEREAS, on November 18, 2014, Council approved Ordinance No. 36-14 approving the 2015–2030 Capital Improvement Plan (CIP). The CIP included several partially or unfunded projects, among them the Duportail Street Reconstruction project and the Vantage Highway Pathway – Phase 1 project; and

WHEREAS, on January 9, 2015, the City was notified by the Benton Franklin Council of Governments (BFCOG) that the City had been awarded \$454,000 of federal Surface Transportation Program (STP-UL) funds for the Duportail Street Reconstruction Project and \$204,739 of federal Transportation Alternatives Program (TAP) funds for the Vantage Highway Pathway Phase 1 project; and

WHEREAS, on January 22, 2015, the City was notified by the Transportation Improvement Board (TIB) that they had approved an adjustment in their project award for the Duportail Street project to break the project into two phases; 1) Duportail Street Reconstruction, and 2) Duportail Street Extension; and

WHEREAS, the TIB project funding was redistributed between the two phases to enable the federal STP funds to be used in the Duportail Street Reconstruction project and a larger percentage of TIB funds to be used for the Duportail Street Extension project; and

WHEREAS, this funding redistribution enables both the Duportail Reconstruction project and the Duportail Extension project to be fully funded through construction completion; and

WHEREAS, City staff determined that TAP funds available through the BFCOG were insufficient to fully fund the Vantage Highway Pathway – Phase 1 project as scoped in the CIP. Consequently staff reduced the scope of this project for the purposes of the grant application; and

WHEREAS, The CIP scheduled the Vantage Highway Pathway – Phase 1 project for 2016 and included Real Estate Excise Tax (REET) funding to support the project. Specifically, the CIP included \$30,000 in First ¼ REET and \$10,000 in Second ¼ REET; and

WHEREAS, The City's 2014 REET revenues exceeded budgeted receipts, resulting in accumulation of unappropriated reserves totaling \$341,070 in First ¼ REET and \$366,370 In Second ¼ REET; and

WHEREAS, The Vantage Highway Pathway – Phase 1 project may be advanced to construction earlier than previously planned if full funding is included in the 2015 budget; and

WHEREAS, The City's residents will receive significant benefits from the Vantage Highway Pathway – Phase 1 project being completed earlier than planned; and

WHEREAS, the intent of this ordinance is to increase appropriations in the Streets Capital Construction Fund and in the Capital Improvement Fund to establish the Duportail Reconstruction project and the Vantage Highway Pathway – Phase 1 project as fully funded through construction; and

WHEREAS, a public hearing was held pursuant to RCW 35.33.091 on February 17, 2015, regarding the increase in appropriations from beginning fund balance in the Capital Improvement Fund.

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

Section 1. Facts Constituting Emergency. The revenues and expenses contained within this ordinance were not anticipated when the 2015 budget was approved.

Section 2. Declaration of Public Emergency. Due to the circumstances described above, the City Council declares that a public emergency exists in the City's Streets Capital Construction Fund and the Capital Improvement Fund.

Section 3. Amendment of the 2015 Budget. The 2015 Budget is hereby amended in the Streets Capital Construction Fund to provide for additional appropriations from BFCOG awarded grant funds and a transfer from the Capital Improvement Fund. The 2015 Budget is also hereby amended in the Capital Improvement Fund to provide for additional appropriations from beginning fund balance in order to transfer REET funding to the Streets Capital Construction Fund as follows:

Streets Capital Construction Fund

Current Appropriation:	\$4,730,943
Increase in Appropriation:	<u>\$ 698,739</u>
Amended Appropriation:	\$5,429,682

Capital Improvement Fund

Current Appropriation:	\$1,510,462
Increase in Appropriation:	<u>\$ 40,000</u>
Amended Appropriation:	\$1,550,462

Section 4. The 2015–2030 Capital Improvement Plan is amended to reflect the proposed funding changes for the Duportail Reconstruction Project and the Vantage Highway Pathway – Phase 1 Project, as shown in the attached exhibits.

Section 5. 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 \_\_\_\_\_, 2015.

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

ATTEST:

APPROVED AS TO FORM:

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

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

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



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

**Subject:**

Ordinance No. 06-15, Amending the Effective Date of Ordinance No. 25-14, Related to Adopting a New Shoreline Master Program

Department:  
City Attorney

Ordinance/Resolution Number:  
06-15

Document Type:  
Ordinance

**Recommended Motion:**

Give first reading, by title only, to Ordinance No. 06-15, amending the effective date of Ordinance No. 25-14 related to adopting a new shoreline master program.

**Summary:**

On October 21, 2014, Council approved Ordinance No. 25-14 for the purpose of adopting a new shoreline master program in its entirety and replacing Title 26: Shoreline Management, of the Richland Municipal Code.

Pursuant to state law, the Washington State Department of Ecology must approve a local government's new and/or amended shoreline master program before such program is considered legally valid. However, as a condition of Ecology's review, it required the City to first formally approve the proposed shoreline master program before it would commence with the review process.

When staff presented Ordinance No. 25-14 for approval in October, 2014, the proposed ordinance did not include language to accommodate an effective date that was contingent on Ecology's approval. To fix this oversight, staff is now asking Council to approve Ordinance No. 06-15, which will amend Ordinance No. 25-14 to include language establishing an effective date that is based on the Department of Ecology's final approval.

In the event the Department of Ecology's approval is subject to one or more changes to the shoreline master program, staff will return to Council with an amended ordinance to reflect those changes.

Staff recommends approval of Ordinance No. 06-15.

**Fiscal Impact:**

None.

**Attachments:**

- I. Proposed ORD 06-15

ORDINANCE NO. 06-15

AN ORDINANCE of the City of Richland amending the effective date of Ordinance No. 25-14, passed on October 21, 2014, related to adopting a new shoreline master program.

WHEREAS, Richland City Council passed Ordinance No. 25-14 on October 21, 2014 for the purpose of adopting a new shoreline master program in its entirety and replacing Title 26: Shoreline Management, of the Richland Municipal Code; and

WHEREAS, pursuant to state law, the Washington State Department of Ecology must approve a local government's new and/or amended shoreline master program before such program is considered legally valid; and

WHEREAS, the Department of Ecology, as a condition of review, required the City Council to formally approve the proposed shoreline master program before it would commence with the review process; and

WHEREAS, review of the City's proposed shoreline master program is currently underway by the Department of Ecology; and

WHEREAS, Ordinance No. 25-14 failed to include language specifying that the ordinance would become effective upon publication in the official newspaper of the City of Richland and Department of Ecology's approval.

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

Section 1. Section 1.02 of Ordinance 25-14 is amended to read as follows:

Upon passage by City Council, this ordinance shall be published in the official newspaper of the City of Richland, and shall take effect on the date of the Department of Ecology's letter to the City of Richland approving the submitted master program.

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

PASSED by the City Council of the City of Richland, at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

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

ATTEST:

APPROVED AS TO FORM:

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

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

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



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Ordinances - First Reading

Key Element: Key 3 - Economic Vitality

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**Subject:**

Ordinance No. 08-15, Rezoning of Property at 1788 and 1790 Fowler Street (Gauntt NW, LLC)

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**Department:**

Community & Development Services

**Ordinance/Resolution Number:**

08-15

**Document Type:**

Ordinance

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**Recommended Motion:**

Give first reading, by title only, to Ordinance No. 08-15, approving C-3 General Business zoning on .5 acres located at 1788 and 1790 Fowler Street, subject to the conditions established under a property use and development agreement.

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**Summary:**

Gauntt NW, LLC, the owner of .5 acres located on Fowler Street in the Island View area has requested a change in zoning from C-2 Retail Business to C-3 General Business. The request is made to accommodate the owner's plans for construction of a building for contractor's offices, storage and warehousing.

The Richland Hearing Examiner conducted a public hearing on this application on January 22nd and issued a written recommendation for approval of the zone change, subject to the conditions established under a property use and development agreement. Staff also recommended approval of the request to the Examiner. The draft ordinance implementing this change, the Examiner's report and the staff report to the Examiner are all attached.

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**Fiscal Impact:**

There is no direct fiscal impact associated with this zone change. However, if the rezoning facilitates development of the property, the City may benefit from greater property tax revenues.

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**Attachments:**

1. Ordinance 08-15
2. Hearing Examiner Recommendation
3. Staff Report

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 08-15

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. 38 so as to change the zoning on two parcels totaling .56 acres from Retail Business (C-2) to General Business (C-3), contingent upon the recording of a properly executed, delivered and accepted Property Use and Development Agreement. Said properties are located on the portion of Fowler Street east of North Columbia Center Boulevard and specifically the northwest corner of the Fowler Street "T" intersection, addressed at 1788 and 1790 Fowler Street. [Chep Gauntt/Gauntt Northwest, LLC.]

WHEREAS, on January 22, 2015, the Richland Hearing Examiner held a properly advertised public hearing to consider a petition to change the zoning of the property hereafter described; and

WHEREAS, following the January 22, 2015 public hearing, the Richland Hearing Examiner issued a written decision recommending approval of the requested rezone subject to specific provisions contained in a Property Use and Development Agreement; and

WHEREAS, the Richland City Council has considered the record created at the January 22, 2015 public hearing and has considered the written recommendations of the Richland Hearing Examiner.

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 .56 acre site, Benton County Assessor's Parcel numbers, 129992030001008 and 1299920300001003, more particularly described as follows:

THE EAST 56.67 FEET OF LOT 2, AND ALL OF LOT 3, BLOCK 1, PARK SQUARE NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE 169, RECORDS OF BENTON COUNTY WASHINGTON.

Such land is rezoned from Retail Business (C-2) 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. 38 which is one of a series of maps constituting said Official Zoning Map, as shown on the attached Sectional Map No. 38 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. 38, 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 of Richland.

PASSED by the City Council of the City of Richland, at a regular meeting  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

## PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015,  
by and between the CITY OF RICHLAND and GAUNTT NORTHWEST, LLC (Petitioners).

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

WHEREAS, the City of Richland is currently entertaining an application by Chep Gauntt, DBA Gauntt Northwest, LLC, (hereinafter "Petitioner") for a change of zone covering a .56-acre site located in Benton County, Washington (hereinafter "Property") and more particularly described in Ordinance No. 08-15.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from C-2 Retail Business to C-3 General Business pursuant to said application, Petitioner for himself and for and on behalf of his 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; Bus Station; Bus Terminal; Bus Transfer Station; Cemetery; Cinema Indoor or Drive-In; Homeless Shelter; Drinking Establishments, House Banked Card Rooms; Marine Equipment Rentals; Outside storage of goods and commercial products, construction and building materials, equipment, recreational vehicles, boats and off-road vehicles; Pawn Shop; Public Campgrounds; Recreational Vehicle Campgrounds; Recreational Vehicle Parks; Stable, Public; Truck Stop – Diesel Fuel Sales; Truck Terminal.
2. Site requirements and development standards shall be consistent with the C-3 General Business zoning district requirements and shall include the following site design features:
  - a. The development of the property shall be generally consistent with the attached site plan as far as circulation and the siting of the building;
  - b. No roll up doors shall be permitted on the north wall of the building;

- c. The building may not be of pole type construction;
- d. Screening shall be provided on the north property line and wrap either end of the east and west elevations to the midpoint of the building. Said screening shall consist of a 6 foot tall sight obscuring fence or vegetation that will provide the same level of screening within 2 years of planting;
- e. If the siding of the building is metal, wainscoting shall be required at a height of at least 4 feet on the front or south elevation as well as the east and west elevations to the midpoint of the building. The wainscoting shall contrast the metal siding and be of a different material such a brick, dry stack rock or similar.

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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Chep Gauntt, Gauntt Northwest, LLC  
Petitioner

APPROVED AS TO FORM:

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Heather Kintzley  
City Attorney

STATE OF WASHINGTON)

County of Benton )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015 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)

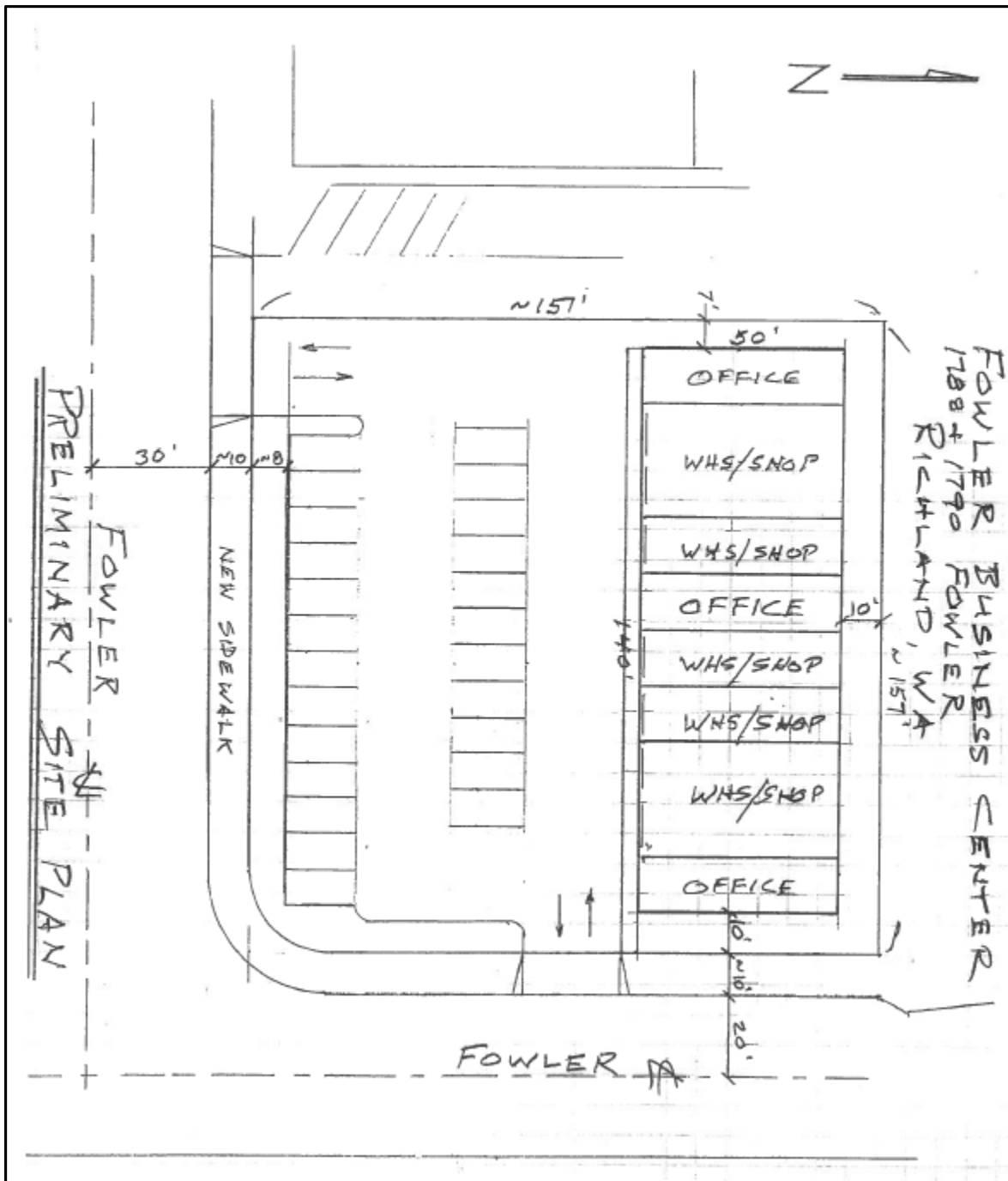
County of Benton )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ on behalf of Gauntt Northwest, 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: \_\_\_\_\_





**BEFORE THE HEARING EXAMINER  
FOR THE CITY OF RICHLAND**

Regarding the Application to Rezone a  
0.55 acre site located within the Island  
View Subarea from C-2 (Retail  
Business) to C-3 (General Business), to  
allow businesses that require both a  
small office space and warehouse space  
for storage and/or assembly of products,  
submitted on behalf

**GAUNTT NW, LLC,**

Applicant,

*(The site is located on two vacant parcels, addressed as  
1788 and 1790 Fowler Street, in the City of Richland)*

**File No. Z2014-109**

**FINDINGS OF FACT,  
CONCLUSIONS AND  
RECOMMENDATION**

**I. SUMMARY OF RECOMMENDATION.**

The applicant has met its burden of proof to demonstrate that its rezone application merits approval. Accordingly, the undersigned Examiner recommends APPROVAL by the Richland City Council, subject to conditions.

**II. BACKGROUND and APPLICABLE LAW.**

In this matter, the Hearing Examiner has jurisdiction to conduct an open record public hearing on the site-specific rezone application at issue, and is directed to issue a written recommendation for consideration and final action by the Richland City Council. See Richland Municipal Code (RMC) 19.20.010(C)(2)(identifies “site-specific rezone” as a Type III permit application); RMC 19.20.030(jurisdiction to conduct public hearing, issue recommendation); RMC 19.25.110(authority for Examiner actions, including conditions of

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1 approval on applications or appeals); and RCW 35A.63.170(state statute regarding hearing  
2 examiner system).

3 The applicant bears the burden of proof to show that its application conforms to the  
4 relevant elements of the city's development regulations and comprehensive plan, and that  
5 any significant adverse environmental impacts have been adequately addressed. RMC  
6 19.60.060. And, because a site-specific rezone application is a Type III matter, the City's  
code mandates that a concurrency review must be undertaken to determine the  
transportation impacts (if any) that could be created by the proposed action. RMC  
19.50.010(C).

7 Unlike many Washington jurisdictions, the City of Richland does not have a  
8 specific section of its municipal code that sets forth supplemental decision criteria or  
9 development regulations for a rezone application. The City Council is well within its  
authority to adopt such criteria as it sees fit, so long as such provisions are consistent with  
state statutes and case law on the topic.

10 Washington Courts apply three basic rules when reviewing appeals of rezone  
11 applications: (1) there is no presumption favoring the rezone request; (2) the proponent of a  
12 rezone must demonstrate that there has been a change of circumstances since the original  
13 zoning, PROVIDED if a proposed rezone implements the policies of a comprehensive plan,  
14 a showing of changed circumstances is usually not required<sup>1</sup>; and (3) the rezone must have  
15 a substantial relationship to the public health, safety, morals, or general welfare. *Woods v.*  
*Kittitas County*, 162 Wn.2d 597 (2007), citing *Citizens for Mount Vernon*, 133 Wn.2d 861,  
at 875 (1997); *Parkridge v. City of Seattle*, 89 Wn.2d 454, 462 (1978).

### 16 III. QUESTIONS PRESENTED.

17 For purposes of the pending rezone application, the central questions presented are:

18 A. Whether the requested rezone implements policies of the City's Comprehensive  
19 Plan, and/or whether there has been a change of circumstances since the original C-2  
20 zoning was adopted for the site?

21 Short Answer: Yes.

22  
23 <sup>1</sup> *Save Our Rural Env't v. Snohomish County*, 99 Wn.2d 363, 370-71 (1983); *Henderson v. Kittitas County*, 124 Wn. App.  
747, 754 (Div. III, 2004); *Bjarnson v. Kitsap County*, 78 Wn. App. 840, 846 (Div. III, 1995).

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1 B. Whether the rezone bears a substantial relationship to the public health, safety,  
2 morals, or general welfare?

3 Short Answer: Yes.

4  
5 **IV. RECORD AND EXHIBITS.**

6 Exhibits entered into evidence as part of the record, and an audio recording of the  
7 public hearing, are maintained by the City of Richland, and may be examined or reviewed  
8 by contacting the City Clerk's Office.

9 ***Hearing Testimony:*** The following individuals presented testimony under oath at  
10 the duly noticed public hearing for the underlying application, held on Thursday, January  
22, 2015:

- 11 1. Rick Simon, Development Service Manager for the City of Richland;  
12 2. Chep Gauntt, for the property owner/applicant, Gaunt NW, LLC<sup>2</sup>;  
13 3. Marcee Woffinden, with Senior Life Resources, which owns the vacant lot  
14 north/northwest of the site; and  
15 4. Aaron Lambert, Senior Planner for the City of Richland.

16 At the public hearing, Mr. Simon made a brief presentation regarding the  
17 application, the site, and his recommendation, as explained in the Staff Report. Mr.  
18 Lambert assisted Mr. Simon, and they each were available to answer questions posed by the  
19 Examiner. Mr. Gauntt spoke on behalf of himself and his wife, as owners of Gauntt NW,  
20 LLC, the applicant in this matter. Ms. Woffinden testified that she works with Senior Life  
21 Resources, that she does not oppose the rezone, and basically expressed her desire that any  
22 building or development on the site will be attractive looking from the north, where SLR  
may want to locate sometime soon. The Examiner noted that his authority to approve or  
deny the proposed rezone does not include aesthetic, design considerations, and that such  
concerns would be more appropriate for consideration if and when a building or other  
development permit application is submitted. The participants answered several questions,

23 <sup>2</sup> Mrs. Gauntt (Kay), also appeared at the hearing, but chose not to provide substantive testimony.

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1 and no one testified or submitted any written comments in opposition to the proposed  
2 rezone. The entire hearing took less than one hour.

3 ***Exhibits:*** The Development Services Division Staff Report, including a  
4 recommendation of approval subject to a proposed property use and development  
5 agreement, was provided to the Examiner on January 15, 2015. The Staff Report, and the  
6 following Exhibits, were all accepted into the Record in their entirety without modification:

- 7 1. Application Form and proposed site plan.
- 8 2. Commercial Zoning Regulations, Chapter 18.22 of the Richland Municipal  
9 Code.
- 10 3. Site photos.
- 11 4. Public Notices.
- 12 5. Proposed Property Use and Development Agreement.

13 The Examiner confirmed through City staff and others present at the hearing that no  
14 one submitted any written comments regarding the pending rezone application.

15 The Examiner visited the site of the proposed rezone on the day of the public  
16 hearing, and is fully advised on matters at issue herein, including without limitation  
17 applicable law, application materials, and relevant comprehensive plan provisions.

## 18 **V. FINDINGS OF FACT.**

19 Based upon the record, the undersigned Examiner issues the following Findings of  
20 Fact.

### 21 ***Application, Public Notice, and Review***

22 1. In late November of 2014, the applicant/owners of the subject-property, Gauntt NW,  
23 LLC (Chep and Kay Gauntt, of Pasco) submitted its/their application seeking a rezone of a  
24 vacant site comprised on two parcels, addressed as 1788 and 1790 Fowler Street, in the City  
25 of Richland. The Application is stamped "Received" by the City's "Permit and  
26 Inspections" office on November 25, 2014, and the applicants' signatures are dated  
November 20<sup>th</sup>. *Exhibit 1.*

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2. Following receipt, City staff complied with all applicable public notice requirements for the rezone application and the public hearing held for the matter. *Staff Report, Page 5, and Exhibit 4, copies of various public notices published and mailed.*

3. Because staff deemed the application to be consistent with the City's Comprehensive Plan, and the City's plan was analyzed in an environmental impact statement at the time of its adoption, the pending application is categorically exempt from SEPA review as provided in WAC 197-11-800(6)(c). *Staff Report, page 6.*

4. The application accurately describes the site as East of Columbia Center Blvd., and across Fowler Street from the McCurley Honda dealership. The site is currently vacant. It is a corner-property, bound on the south and east sides by paved, open and improved public roads, now known as Fowler Street. *Exhibit 3 (site photos); Site Visit.*

5. Under the City's transportation plan, Fowler Street is classified as an arterial collector. Consistent with the previously mentioned transportation concurrency requirements found in RMC 19.50.010(C), City staff confirmed that Fowler Street has existing capacity to support additional commercial development, and that an assessment of transportation-related improvements, if any are required, will be determined when specific development plans are submitted for review by the City. *Staff Report, page 3.*

6. As part of the review process, City staff confirms that adequate utilities, including without limitation water, power, and sewer, are in place and/or readily available to serve the Gauntt property. *Staff Report, page 5.*

#### ***Surrounding uses and zones.***

7. The Gauntt property is surrounded by properties holding a mix of existing uses and zoning designations, described moving clockwise:

A. Northeast of the site: The property is developed with an apartment complex, and is zoned WF (Waterfront);

B. East of the site: The property is developed with an office complex, and is zoned CLB (Limited Business);

C. South of the site: As noted in the description provided on the face of the application, the site is immediately across the street from a local Honda car dealership, which is zoned C-3;

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1 D. West: The property immediately west of the site is developed with an  
2 existing office building, and is zoned C-2; and

3 E. Northwest and immediately North of the site: The property is vacant, and is  
4 zoned WF.

5 ***Site size.***

6 8. The Gauntt property is much smaller than most sites observed in the Tri-Cities area  
7 that are developed with “big box” retail stores and other uses that are commonly known as  
“large-format retail establishments”. *Site visit.*

8 9. Mr. Simon testified and explained in his staff report that the size of the Gauntt site  
9 does not lend itself to large format retail establishments. *Staff Report, testimony of Mr.*  
*Simon.*

10 10. Taking administrative notice of publicly available online records maintained by the  
11 Benton County Assessor’s Office in accord with laws of the State of Washington, the  
12 Examiner concurs with Mr. Simon’s finding, noting that the size of the Gauntt property  
13 (0.55 acres) is far too small to achieve development of a “large format retail establishment”  
14 like a Costco (Kennewick store listed at over 150,000 finished sq/ft), Wal-Mart (Richland  
15 store listed at over 200,000 finished sq/ft) or even something the size of the Richland  
Albertson’s store on Lee Boulevard, which is listed at approximately 41,300 finished square  
feet, or 0.94 acres – nearly double the size of all the land available on the Gauntt site.

16 ***Commercial zoning.***

17 11. The City’s Commercial Zoning Districts are established and described in Chapter  
18 23.22 RMC. For purposes of the pending application, the focus is upon the existing C-2  
zoning and the requested rezone to C-3.

19 12. RMC 23.22.010(B), (C), and (D) include identical language, and explain that the C-  
20 1, C-2, or C-3 zoning classifications are “intended to be applied to some portions of the  
City that are designated Commercial under the City of Richland Comprehensive Plan.”

21 13. The Gauntt property is designated “Regional Retail” under the City’s existing  
22 Comprehensive Plan. *Comprehensive Plan Map.* The term “Regional Retail” is one of the  
23 many “Commercial” uses addressed in the City’s Comprehensive Plan and zoning  
regulations.

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1 14. The Glossary section of the City's Comprehensive Plan defines the term  
2 "Commercial Uses" as follows: "Businesses involved in: 1) the sale, lease or rent of new or  
3 used products to the consumer public; 2) the provision of personal services to the consumer  
4 public; 3) the provisions of leisure services in the form of food or drink and passive or  
5 active entertainment; or 4) the provision of product repair or servicing of consumer goods."

6 15. The following definitions/explanation of terms that are relevant to the pending  
7 rezone also appear in the City's Comprehensive Plan.

8 Commercial (C) - The commercial land use category includes a variety of retail, wholesale, and  
9 office uses. Within this category are professional business offices, hotels, motels, and related uses. It  
10 also includes a variety of retail and service uses oriented to serving residential neighborhoods, such  
11 as grocery stores, hardware supply, and garden supply. Other commercial uses include automobile  
12 related uses, and uses that normally require outdoor storage and display of goods. In transitional  
13 areas between more intensive commercial uses and lower density residential uses, high-density  
14 residential development may also be located within the Commercial designated areas.

15 Island View Retail Business (IVRB) - This designation is applied to the existing retail area that is  
16 commonly known as Columbia Center North, as well as other nearby locations on Columbia Center  
17 Boulevard and Fowler Street. Within this designation infill development is encouraged. Large format  
18 region-serving retail establishments are also encouraged on parcels large enough to support such  
19 uses.

20 Island View General Commercial (IVGC) - This designation is applied to lands in the southernmost  
21 portions of Island View that are adjacent to and visible from SR 240. Within this category, new and  
22 used auto sales, RV, truck dealers and similar retail uses are encouraged. Service related businesses  
23 that require a central location within the Tri-Cities are also included in this designation.

24 16. The City's zoning code does not include a separate set of zoning districts for the  
25 Island View subarea, where the Gauntt property is located. Instead, the designated zones  
26 for the Gauntt site and other commercial uses in the vicinity are as set forth in Chapter  
23.22 RMC. Again, both the existing C-2 and the proposed C-3 zones are among the  
Commercial Zoning designations available for properties in the Island View area.

***Consistency with Comprehensive Plan and city codes.***

17 17. The proposed rezone appears to implement and achieve objectives set forth in both  
18 the IVRB and IVGC provisions of the City's Comprehensive Plan, including without  
19 limitation: infill development for service related businesses that will take advantage of  
20 their central location within the Tri-Cities, adjacent to and visible from SR 240.

21 18. Because the requested rezone seeks to change the zoning classification from one (C-

22  
23  
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2) to another (C-3) of the Commercial Zoning Districts expressly intended to apply to portions of the City that are designated Commercial under the City's Comprehensive Plan, the application is consistent with existing city codes, particularly RMC 23.22.010(C) and (D), as well as the City's Comprehensive Plan.

19. The proposed Development Agreement is a reasonable and appropriate measure intended to fully comply with the City's existing zoning code provisions for General Business uses, specifically those that seek to ensure that commercial business uses located in a C-3 zoning district do not inflict adverse impacts on surrounding residential areas. RMC 23.22.020(C).

20. Based on the record, particularly existing types of development and the various Commercial zoning district classifications available for properties in the area of the rezone, the Examiner finds and concludes that the requested rezone from C-2 to C-3 is not totally different from or inconsistent with existing land uses located on or zoning designations assigned to surrounding properties in the area.

21. Standing alone, the requested rezone conforms to the Comprehensive Plan, because the plan already identifies the property as "Commercial". The City's zoning code includes multiple varieties of Commercial Zoning Districts available for "some portions of the City that are designated Commercial" in the City's Comprehensive Plan. The change from one Commercial zoning district to another, in this case from C-2 to C-3, is not an unreasonable request, and if approved, it is highly unlikely that any reviewing court could construe the rezone as anything remotely close to arbitrary and capricious spot zoning. The Gauntt's application is well within the scope of commercial uses envisioned in the Comprehensive Plan for the site, and would not involve a "dramatic" change or incongruity with neighboring properties. It simply substitutes a different sort of commercial use (C-3 businesses that require small office and warehouse space), for which the final dimensional requirements of a structure will be same – no taller or larger than would have been permitted under the existing C-2 zone for the site. *Testimony of Mr. Simon; Staff Report, Comparison of C-2 and C-3 Dimensional Standards.*

22. On behalf of the applicant, Mr. Gauntt testified and confirmed that he supports the findings and recommendations reflected in the Staff Report, specifically including the proposed Property Use and Development Agreement for the subject property. *Testimony of Mr. Gauntt.*

23. The applicant submitted preliminary plans depicting a building for the site, which could house a business or small businesses that desire small office space, with adjoining warehouse space to store or assemble products. Mr. Gauntt indicated his desire to move

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forward with construction as soon as possible, certainly within the current year. *Testimony of Mr. Gauntt; Staff Report, Exhibit 1, page 3.*

24. The Examiner finds that the applicant's plans for the site would transform a currently vacant site into a development for one or more small business operators in a commercial area with easy access to and visibility from SR 240, which would serve community residents, make efficient use of existing infrastructure, and "strengthen and expand" the City's tax base – all of which implement policies found in the City's Comprehensive Plan.

25. When combined with the proposed development agreement for the property (Exhibit 5), which expressly limits the types of uses and other activities that might be perceived as having a potential impact or conflict with neighboring multi-family residential property, the requested rezone would eliminate the possibility of more intense commercial uses that may not conform to the surrounding area. Thus, the requested rezone bears a substantial relationship to the public health, safety, and general welfare.

26. The requested rezone is appropriate in the context of adjacent properties, some of which already allow similar or even more-intense or impactful uses. Even as conditioned through the voluntary development agreement, the requested rezone is shown to allow for the reasonable development of the Gauntt's property.

27. In this matter, the record demonstrates general conformance with the City's comprehensive plan. The proposed rezone would provide for more commercial-development options on a relatively small site, which is consistent with the Comprehensive Plan, including without limitation:

- LU Goal 1, which explains that the City will establish land uses that encourage cost-effective development;
- Policy 1 of LU Goal 1, which reads "The City will encourage new development consisting of a variety of land uses adjacent to existing development, which will take advantage of the existing infrastructure network;"
- LU Goal 3, which promotes commercial growth and revitalization that serves residents and strengthens and expands the tax base;
- Policy 1 of LU Goal 3, which reads in relevant part: "The City will accommodate all types of commercial land uses"; and

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- Policy 2 of LU Goal 3, which reads in relevant part: “The City will create new land use and zoning designations to facilitate both new development and redevelopment where required to implement the City’s goals.”

28. The applicant’s proposed rezone and intended use for the site would be consistent with the “Island View General Commercial” land use designation, because it would include “service related businesses that require a central location within the Tri-Cities.” *Staff Report, Testimony of Mr. Simon.*

29. The Development Services Manager’s Staff Report (making a Recommendation of Approval) dated January 22, 2015 includes a number of specific findings and explanations that establish how the underlying application satisfies provisions of applicable law and is consistent with the city’s Comprehensive Plan and zoning regulations. Except as modified in this Recommendation, all Findings contained in the Staff Report are incorporated herein by reference as Findings of the undersigned hearing examiner.

30. Any factual matters set forth in the foregoing or following sections of this Recommendation are hereby adopted by the Hearing Examiner as findings of fact, and incorporated into this section as such.

## VI. CONCLUSIONS.

Based upon the record, and the Findings set forth above, the Examiner issues the following Conclusions:

1. The applicant has met its burden to demonstrate that the requested rezone conforms to, and in fact implements objectives of, the City’s Comprehensive Plan. *Findings, including without limitation Nos. 3, 17, 18, 21, 24, 27, 28, and 29.*

2. The applicant has met its burden to demonstrate that the requested rezone bears a substantial relationship to the public health, safety, or welfare. *Findings, including without limitation Nos. 3, 5, 6 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 28, and 29.*

3. Comprehensive plans are not ordinarily used to make specific land use decisions but rather function as a “guide” or “blueprint” to be used when making land use decisions. *Barrie v. Kitsap County*, 93 Wn.2d 843, at 849 (1980). In a rezone process, all that is required is general conformance, not substantial conformance, with the general blueprint provided by the comprehensive plan. *Cathcart v. Snohomish County*, 96 Wn.2d 201, at 212 (1981).

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1 4. Here, the request is to substitute one type of Commercial Zoning designation for  
2 another, a change that is further minimized if the proposed development agreement  
3 (Exhibit 5) is adopted concurrently, thereby reducing the types of uses that can occupy the  
4 space after any rezone is approved. In any event, the building height and final dimensional  
requirements of a structure will be same – no taller or larger than would have been  
permitted under the existing C-2 zone for the site. *Finding No. 21.*

5 5. The Staff Report and testimony on the record demonstrate that the proposed rezone  
6 will not require new public facilities and that there is capacity within the transportation  
7 network, the utility system, and other public services such as fire, to accommodate  
8 additional development such as that envisioned for the rezone site. The rezoned property  
9 can provide for an appropriate level of commercial development in a manner that is  
compatible with the character of the existing uses and zoning districts surrounding the  
property.

10 6. The rezoned site, especially if developed in a manner consistent with the terms of the  
11 proposed development agreement (Exhibit 5), will not be materially detrimental to uses or  
12 property in the immediate vicinity of the subject property – in fact, it will increase  
13 commercial activity on a currently vacant, underutilized corner property in an area zoned  
for commercial uses and businesses. The applicant testified that his plans are to promptly  
move forward and develop the site, achieving a comprehensive plan goal for infill  
commercial development on the site.

14 7. The rezone supports Richland's commitment to promote commercial growth and  
15 expand the city's tax base.

16 8. As in all dynamic urban areas, circumstances in the area of the rezone site have,  
17 and will continue to change, from those in existence when the original C-2 zoning was  
18 imposed. In today's world, the types of uses desired under C-2 zoning demand larger  
19 properties, especially large format retail, which is highly unlikely on the site, despite its  
20 current C-2 zoning, because such projects need a much larger property. Infill is possible,  
but is much more likely to occur through the requested rezone, which will allow for  
commercial uses that seem more realistic for the small site, along the lines of the project  
envisioned by the applicant.

21 9. While the pending rezone application is categorically exempt from formal SEPA  
22 review, the record demonstrates that the potential for adverse impacts is very unlikely, and  
23 even further reduced through adoption of the proposed development agreement for the site.

24 **FINDINGS OF FACT, CONCLUSIONS AND**  
25 **RECOMMENDATION RE: GAUNTT NW, LLC**  
26 **APPLICATION TO REZONE A SITE LOCATED**  
**WITHIN THE ISLAND VIEW SUBAREA FROM C-2**  
**(RETAIL BUSINESS) TO C-3 (GENERAL**  
**COMMERCIAL), FILE NO. Z2014-109**

**GARY N. MCLEAN**  
**HEARING EXAMINER FOR THE CITY OF RICHLAND**  
CITY HALL – 505 SWIFT BOULEVARD  
RICHLAND, WASHINGTON 99352

10. As required by RMC 19.50.010(C), the record includes staff assurances that the transportation system is sufficient to accommodate the type of development envisioned with the proposed rezone, and that any specific improvements to such system, if any, will be determined when formal development plans are submitted for review by the City.  
*Finding No. 5.*

11. Despite ample public notice and outreach efforts by City staff in conformance with applicable city requirements, no one stepped forward to provide any written comments or public testimony in opposition to the proposed rezone. Simply put, the application is unopposed.

12. Based on the record, the applicant demonstrated its rezone application merits approval, meeting its burden of proof imposed by RMC 19.60.060.

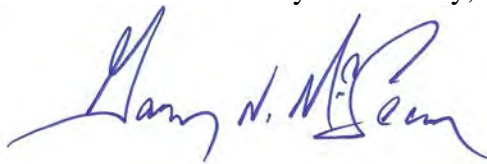
13. Approval of this rezone will not and does not constitute, nor does it imply any expectation of, approval of any administrative permit or subsequent reviews that may be required for project development on the site of the subject rezone, including without limitation design and construction of a building.

14. Any finding or other statement contained in this Recommendation that is deemed to be a Conclusion is hereby adopted as such and incorporated by reference.

## VII. RECOMMENDATION.

Based upon the preceding Findings and Conclusions, the Hearing Examiner recommends that Gauntt NW, LLC's application to rezone a 0.55 acre site located within the Island View Subarea from C-2 to C-3, should be **APPROVED**, subject to compliance with all terms of the proposed Property Use and Development Agreement for the property.

ISSUED this 4<sup>th</sup> Day of February, 2015



Gary N. McLean  
Hearing Examiner

FINDINGS OF FACT, CONCLUSIONS AND  
RECOMMENDATION RE: GAUNTT NW, LLC  
APPLICATION TO REZONE A SITE LOCATED  
WITHIN THE ISLAND VIEW SUBAREA FROM C-2  
(RETAIL BUSINESS) TO C-3 (GENERAL  
COMMERCIAL), FILE NO. Z2014-109

GARY N. MCLEAN  
HEARING EXAMINER FOR THE CITY OF RICHLAND  
CITY HALL - 505 SWIFT BOULEVARD  
RICHLAND, WASHINGTON 99352

**CITY OF RICHLAND DEVELOPMENT SERVICES DIVISION  
STAFF REPORT TO THE HEARING EXAMINER**

**GENERAL INFORMATION:**

PROPOSAL NAME: Chep Gauntt Rezone

LOCATION: 1788 & 1790 Fowler Street

APPLICANT: Chep Gauntt/Gaunnt NW, LLC

FILE NO.: Z2014-109

DESCRIPTION: Request to change zoning on .55 acres from C-2 Retail Business to C-3 General Business

PROJECT TYPE: Type 3 Site-specific rezone

HEARING DATE: January 22, 2015

REPORT BY: Rick Simon, Development Services Manager

RECOMMENDED ACTION: Approval subject to property use and development agreement



**Figure 1 - Vicinity Map**

(site outlined in red)

### DESCRIPTION OF PROPOSAL

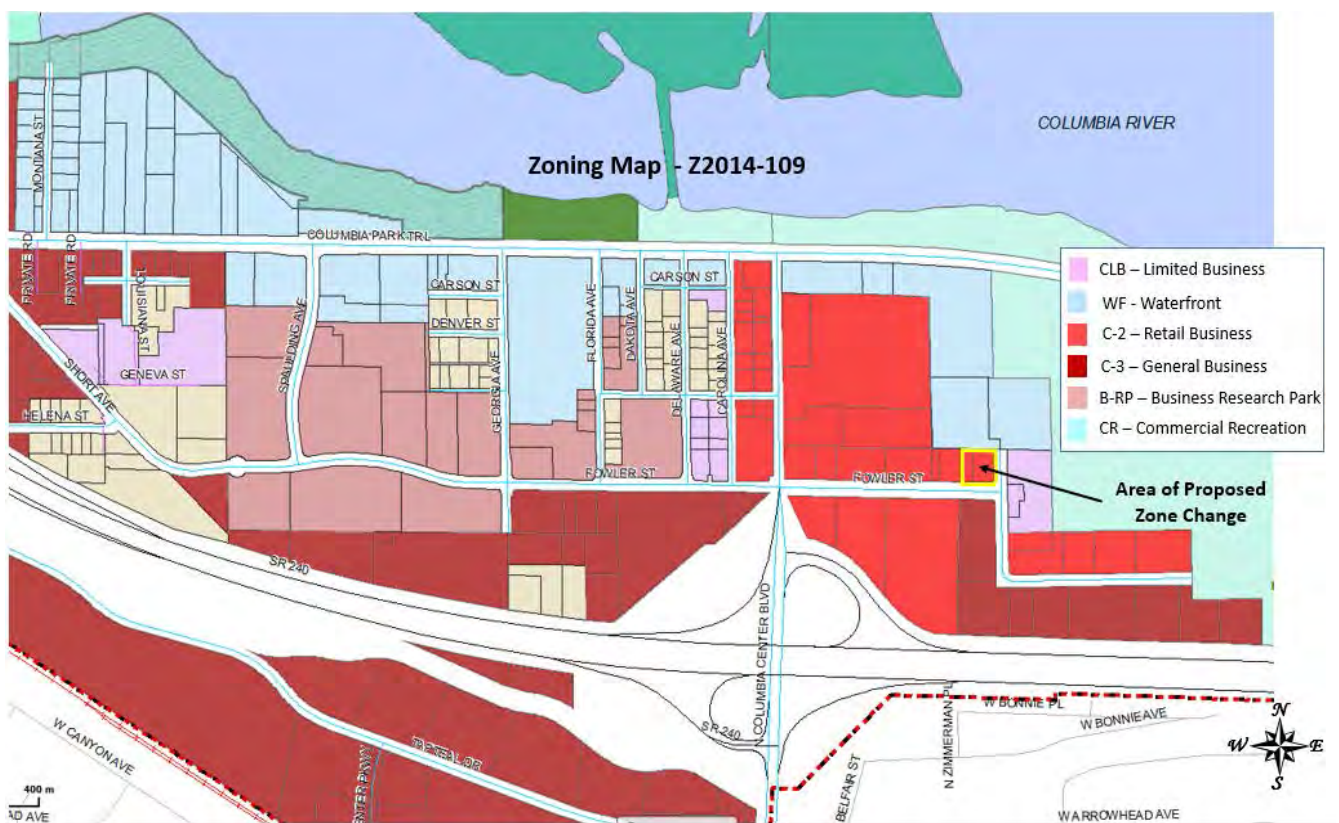
The applicant, Gauntt NW, LLC, owner of the subject property, has filed a rezone request to change the zoning on a .55 acre site from C-2 Retail Business to C-3 General Commercial. The reason for filing this request is to allow for a particular property use on the site that requires C-3 zoning: a building that would be divided into office and warehouse space. The intended use is for contracting businesses that require both a small office space and warehouse space to store equipment and/or for the assembly of products. The application and a general site plan demonstrating his intended use of the property is attached (See Exhibit 1).

The existing C-2 Retail Business zoning allows for a wide range of indoor retail uses, but does not provide for warehousing or for light industrial uses; which are two uses that are both provided for in the C-3 General Business zone and necessary for the applicant to implement his plan for the property. (Refer to RMC Section 22.18.020 in Exhibit 2).

## SITE DESCRIPTION & ADJACENT LAND USES

The site is undeveloped and consists of two parcels: 8,892 square feet and 15,561 square feet, totaling .55 acres. The property is generally level and is bordered by Fowler Street on the eastern and southern boundaries of the site. Fowler is classified as an arterial collector street under the City's transportation plan.

The site is situated in an area of mixed uses. The property immediately adjacent to the site to the east is developed with an office complex. The adjacent property to the northeast consists of an apartment complex. Property to the northwest is undeveloped. The adjacent parcel to the west contains an office building. Property to the south across Fowler Street has been developed with an automobile sales business. An aerial photo of the site in Figure 1 above and ground level Google Street View photos are provided in Exhibit 3.



**Figure 2 – Zoning Map**

## EXISTING ZONING

Properties in the vicinity of the project site are zoned for a variety of land uses. Lands immediately west and southwest of the site are zoned C-2 Retail Business. Property directly south of the site is zoned C-3 General Business, while property to the east is zoned C-LB – Limited Business and property immediately north of the site is zoned WF – Waterfront.

The stated purposes of the C-2 and C-3 zones (as set forth in RMC 23.22.010) are as follows:

*The retail business use district (C-2) is a business zone classification providing for a wide range of retail business uses and services compatible to the core of the city and providing a focal point for the commerce of the city. All activities shall be conducted within an enclosed building except that off-street loading, parking, and servicing of automobiles may be in the open and except that outdoor storage may be permitted when conducted in conjunction with the principal operation which is in an enclosed adjoining building. 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.*

*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.*

There are no differences in the dimensional requirements associated with the existing and proposed zone, as shown in the following table:

<b>Zoning</b>	<b>Existing C-2</b>	<b>Proposed C-3</b>
<b>STANDARD</b>	<b>REQUIRED/ALLOWED</b>	<b>REQUIRED/ALLOWED</b>
<b>Min. Lot Area</b>	None	None
<b>Max. Lot Coverage</b>	None	None
<b>Building Setbacks</b>		
Front		
Side(s)	0 ft.	0 ft.
Rear	0 ft.	0 ft.

	0 ft.	0 ft.
<b>Building Height</b>	80 ft.	80 ft.

**Table 1 – Comparison of C-2 & C-3 Dimensional Standards**

### PUBLIC NOTICE

Application Date:	November 25, 2014
Notice of Application Mailed:	December 19, 2014
Notice of Application Published:	December 21, 2014
Notice of Application Posted:	December 19, 2014
Notice of Hearing Mailed:	January 9, 2015
Notice of Hearing Published:	January 10, 2015
Notice of Hearing Posted:	January 9, 2015
Public Hearing:	January 22, 2015

Notice of application and notice of hearing was provided through posting of the property, mailing of notice to property owners within 300 feet of the site and publication in the *Tri-City Herald* newspaper. Copies of the notices and affidavits are included in Exhibit 4. As of the date of this report, no comments were received from the public.

### UTILITY AVAILABILITY

Sewer service lines have been extended to both parcels included in the rezone application from an 8 inch sewer main located in the Fowler Street right-of-way. An 8 inch water main also serves the site and a fire hydrant is located at the southeast corner of the property. Storm drainage lines and electrical service lines are also present in the immediate vicinity. No utility capacity issues are present in the area.

### TRANSPORTATION

Fowler Street is classified as an arterial collector street in the City's Transportation Plan. The street has existing capacity to support additional commercial development. Specific design and assessment of transportation related improvements, if any are required, will be determined when specific development plans are submitted to the City.

## SEPA

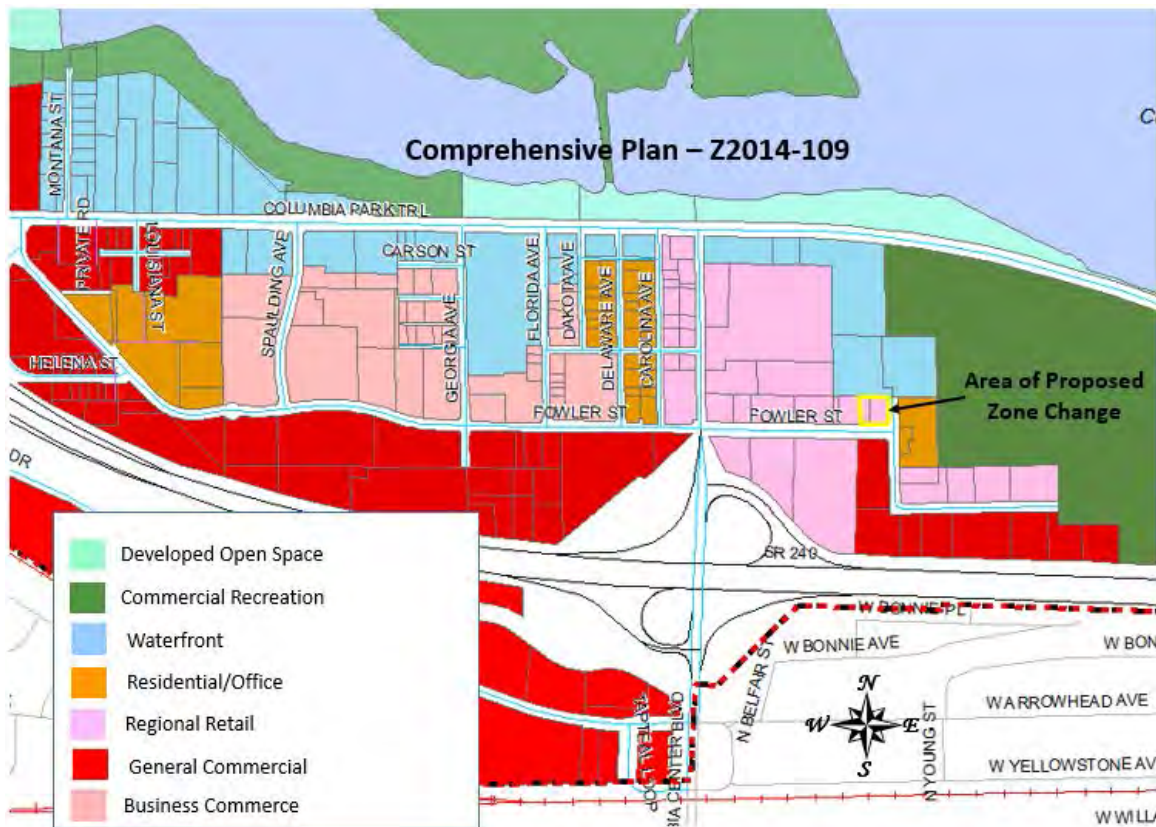
No environmental review was conducted as part of this rezone application, based on the categorical exemption in WAC 197-11-800(6) (c) which provides for exemptions under the following circumstances:

*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.*

In this case, the proposed project is located with the City and within Richland's urban growth area; the proposed action is consistent with the City's comprehensive plan; and the City's comprehensive plan was analyzed through the preparation of an environmental impact statement at the time of the plan's initial adoption in 1997.

## COMPREHENSIVE PLAN



**Figure 3 – Comprehensive Plan Map**

The comprehensive plan for the Island View area includes the following specific land use designations:

***Island View General Commercial:*** This designation is applied to lands in the southernmost portions of Island View that are adjacent to and visible from SR 240. Within this category, new and used auto sales, RV, truck dealers and similar retail uses are encouraged. Service related businesses that require a central location within the Tri-Cities are also included in this designation.

***Island View Retail Business:*** This designation is applied to the existing retail area that is commonly known as Columbia Center North, as well as other nearby locations on Columbia Center Boulevard and Fowler Street. Within this designation infill development is encouraged. Large format region-serving retail establishments are also encouraged on parcels large enough to support such uses.

The project site is located within the Island View Retail Business area, immediately adjacent to the Island View General Commercial designated area. (Refer to Figure 3).

The comprehensive plan contains the following goal and policy statements relating to commercial development:

**LU Goal 3:**

*The City will promote commercial growth and revitalization that serves residents and strengthens and expands the tax base.*

*Policy 1 – The City will accommodate all types of commercial land uses including retail and wholesale sales and services and professional services.*

*Policy 2 – The City will create new land use and zoning designations to facilitate both new development and redevelopment where required to implement City's goals.*

*Policy 3 – The City will work to develop an attractive Central Business District and to revitalize declining commercial areas.*

*Policy 4 – The City will endeavor to locate neighborhood oriented commercial land uses in Neighborhood Activity Centers.*

**ANALYSIS**

The subject site is located in area where there is a mix of land uses, with the comprehensive plan contemplating several differing uses within the immediate area. The plan indicates that general commercial areas should be visible from

SR 240 and that amongst other uses, should be developed with service related businesses that require a central location within the Tri-Cities. The site is marginally visible from SR 240 (refer to the site photos in Exhibit 3). The site is two blocks from the freeway entrance onto SR 240 and as such is located very centrally within the Tri-Cities region and would be a prime location for service businesses.

The comprehensive plan states that within the Island View Retail Business designation, infill development is encouraged, as well as large format region serving retail establishments. Given the small size of the parcel, at .55 acres, large format retail establishments are not possible on-site, even if the site were combined with the adjacent C-2 zoned properties. However, the site is available for infill commercial development.

Given the intent of the comprehensive plan in reserving this area for commercial uses, the limited opportunity for large format retail establishments on site; the boundaries of several differing zoning designations that all meet together at this immediate location; and the site's general conformance to the plan's criteria for applying general commercial uses; the rezoning of this property to C-3 would be consistent with the comprehensive plan.

Even so, staff has some concerns with the impact of C-3 zoning on the adjacent properties and so has worked with the applicant to draft a property use and development agreement. The applicant has expressed a willingness to enter into this agreement. The intent is to generally permit the uses that are allowed within the C-3 zone, but to limit specific uses that may be objectionable given the site's proximity to the apartment complex. Uses that would typically generate noise, that typically operate late into the evening and uses that are generally separated from residential uses have been identified as prohibited uses within the agreement.

Additionally, the agreement provides for some basic building and site design standards that are intended to ensure that the future building constructed on-site would be compatible with the adjacent properties. Some basic façade treatment and screening would be required and outdoor storage uses prohibited on-site. A copy of the agreement is attached (See Exhibit 5).

#### FINDINGS AND CONCLUSIONS

Staff has completed its review of the request for a change in zoning (Z2014-109) and recommends approval of the request subject to a property use and development agreement based on the following:

1. The City of Richland Comprehensive Plan designates the subject site as suitable for Island View Regional Retail land uses;

2. The site is visible from SR 240 and is located two blocks from the SR 240 interchange, making it a easily accessed central location within the Tri-Cities region;
3. The size of the site does not lend itself to large format retail establishments;
4. Commercial development of the site, with C-3 uses is consistent with the intent of the comprehensive plan;
5. The mix of land use designations immediately adjacent to the subject site includes general commercial, regional retail, residential/office and waterfront. The differing land uses that abut each other in this location create a potential for land use conflicts;
6. The property use and development agreement that the City proposes to enter into with the applicant would help to eliminate potential land use conflicts and is necessary and desirable to ensure that the future development of the subject site is compatible with adjacent residential, office and commercial uses.
7. The project is exempt from the provisions of the State Environmental Policy Act, as identified in WAC 197-11-800(6) (c).
8. Based on the above findings and conclusions, approval of the zone change request would be in the best interest of the community of Richland.

#### EXHIBIT LIST

1. Application Form & Site Plan
2. Commercial Zoning – Chapter 18.22 of the Richland Municipal Code
3. Site Photos
4. Public Notices
5. Property Use and Development Agreement

# EXHIBIT (1)

Planning & Development Services Division • Current Planning Section

840 Northgate Drive • Richland, WA 99352

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

RECEIVED  
NOV 25 2014

PERMIT AND INSPECTIONS  
CITY OF RICHLAND

22014-109

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>Chep Gauntt / Gauntt NW, LLC</u>			
Address: <u>3025 Rickenbacker Dr</u>			
City: <u>Pasco</u>	State: <u>WA</u>	Zip: <u>99301</u>	
Phone: <u>509-521-4245</u>	Fax:	Other and/or e-mail address: <u>gaunttfarm@charter.net</u>	
Please check under what capacity you are filing:			
<input checked="" type="checkbox"/> Recorded owner of the property as of <u>9/15/2014</u>		<input type="checkbox"/> Purchasing under contract as of	
<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>1788 + 1790 Fowler Street</u>			
<u>Richland WA 99352</u>			
Relationship to adjacent streets (i.e., west of Main Street between 1 <sup>st</sup> Avenue and 2 <sup>nd</sup> Avenue): <u>East of Columbia Ctr Blvd.</u>			
<u>Across Fowler from McCurley Honda</u>			
General description of development status (i.e., vacant, agricultural, buildings, or miscellaneous improvement): <u>Vacant</u>			
Size of petition area <u>.56</u> acres and <u>24,492</u> square feet			
<b>SECTION III - CHANGE OF ZONE REQUEST</b>			
A change of zone from <u>C-2</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>C-3 would support</u>			
<u>building plans for more varied uses -</u>			
<u>office &amp; warehouse opportunities</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 20<sup>th</sup> DAY OF November, 2014.

  
Applicant's Signature

3025 Rickenbacker Dr  
Address  
Pasco WA 99301  
City, State, Zip  
509-521-4245  
Phone

  
Applicant's Signature

3025 Rickenbacker Dr  
Address  
Pasco WA 99301  
City, State, Zip  
509-531-2932  
Phone

**FOR OFFICE USE ONLY**

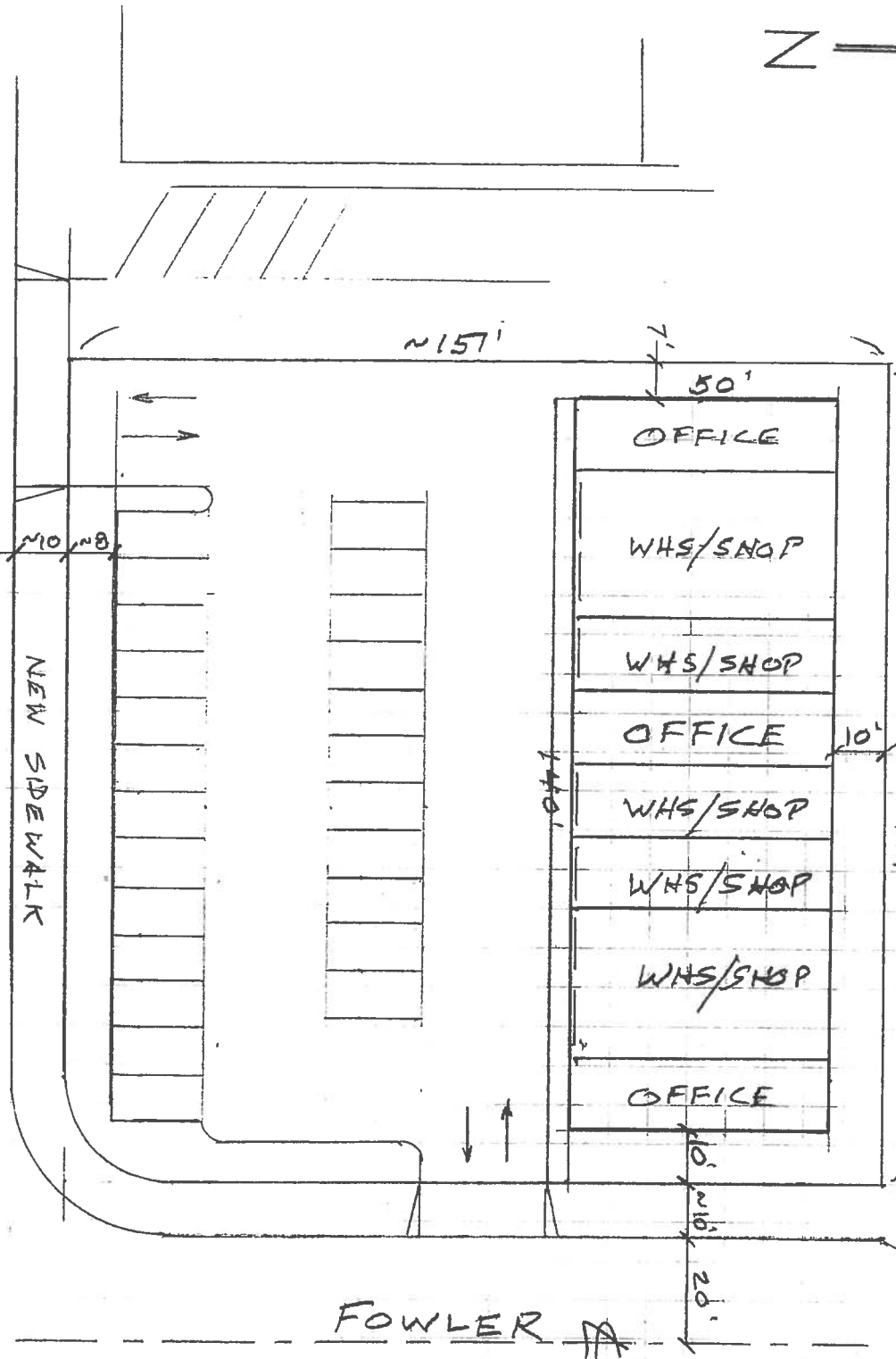
Date accepted for filing \_\_\_\_\_

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

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



FOWLER BUSINESS CENTER  
1788 + 1790 FOWLER  
RICHMOND, VA



FOWLER  
PRELIMINARY SITE PLAN

# EXHIBIT (2)

## **Chapter 23.22 – Commercial Zoning Districts**

### **Sections:**

**23.22.010 Purpose of Commercial Use Districts**

**23.22.020 Performance Standards and Special Requirements**

**23.22.030 Commercial Use Districts Permitted Land Uses**

**23.22.040 Site Requirements and Development Standards for Commercial Use Districts**

**23.22.050 Parking Standards for Commercial Use Districts**

### **23.22.010 Purpose of Commercial Use Districts**

- A. The Limited Business Use District (C-LB) is a zone classification designed to provide an area for the location of buildings for professional and business offices, motels, hotels, and their associated accessory uses, and other compatible uses serving as an administrative district for the enhancement of the central business districts, with regulations to afford protection for developments in this and adjacent districts and in certain instances to provide a buffer zone between residential areas and other commercial and industrial districts. This zoning classification is intended to be applied to some portions of the City that are designated either Commercial or High Density Residential under the City of Richland Comprehensive Plan.
- B. 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.
- C. The Retail Business Use District (C-2) is a business zone classification providing for a wide range of retail business uses and services compatible to the core of the City and providing a focal point for the commerce of the City. All activities shall be conducted within an enclosed building except that off-street loading, parking, and servicing of automobiles may be in the open and except that outdoor storage may be permitted when conducted in conjunction with the principal operation which is in an enclosed adjoining building. 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.
- D. 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.
- E. The waterfront use district (WF) is a special commercial and residential zoning classification providing for the establishment of such uses as marinas, boat docking facilities, resort motel and hotel facilities, offices, and other similar commercial, apartment, and multi-family uses which are consistent with waterfront oriented development, and which are in conformance with Title 26, Shoreline Management, and with applicable U. S. corps of engineer's requirements. This zoning classification encourages mixed special commercial and high-density residential uses to accommodate a variety of lifestyles and housing opportunities. Any combination of listed uses may be located in one building or one development (i.e. related buildings on the same lot or site). This zoning classification is intended to be applied to those portions of the City that are designated Waterfront under the City of Richland Comprehensive Plan.
- F. The Central Business District (CBD) is a special mixed use zoning classification designed to encourage the transformation of the Central Business District from principally a strip commercial auto-oriented neighborhood to a more compact development pattern. The Central Business District is envisioned to become a center for housing, employment, shopping, recreation, professional service and culture. The uses and development pattern will be integrated and complementary to create a lively and self-supporting district. Medium rise buildings will be anchored by pedestrian oriented storefronts on the ground floor with other uses including housing on upper floors. Projects will be well designed and include quality building materials. Appropriate private development will be encouraged via public investments in the streetscape and through reduction in off-street parking standards. Uses shall generally be conducted completely within an enclosed building, except that outdoor seating for cafes,

restaurants, and similar uses and outdoor product display is encouraged. Buildings shall be oriented to the fronting street or accessway, to promote a sense of enclosure and continuity along the street or accessway. This zoning classification is intended for those portions of the City that are designated as Central Business District, as well as some properties designated as Commercial and Waterfront, under the Richland Comprehensive Plan. The Central Business District zone contains overlay districts titled Medical, Parkway, and Uptown. The overlay districts implement varying site development requirements.

- G. The Commercial Recreation District (CR) is a special commercial district providing for the establishment of such uses as marinas, boat docking facilities, resort motel and hotel facilities, and other commercial uses which are consistent with waterfront oriented development, and which are in conformance with Title 26, Shoreline Management and with the U.S. Corps of Engineers requirements, and providing for regulations to protect the business and residents of the City from objectionable influences, building congestion and lack of light, air and privacy. This zoning classification is intended for those portions of the City that are designated as Waterfront or Commercial under the Richland Comprehensive Plan.
- H. The Commercial Winery Use District (C-W) is a zone classification designed to provide an area for the operation of commercial wineries, including all aspects of the wine making industry, from the raising of crops to the production, storage and bottling of wine and the retail sales of wine and related products. Other uses, which support winery related tourism, such as restaurants, entertainment venues, retail services such as gift shops and bed and breakfast facilities are also permitted, along with other uses that are compatible with wineries. (Ord. 04-09)

### **23.22.020 Performance Standards and Special Requirements**

- A. **Commercial Limited Business:** Residential uses permitted in the C-LB district must comply with the following standards:
  - 1. Minimum Yard Requirements.
    - a) Front Yard. Twenty feet except as provided by Section 23.18.040 <sup>(2)</sup>;
    - b) Side Yards. Each side yard shall provide one foot of side yard for each three foot or portion thereof of building height;
    - c) Rear Yards. Twenty-five feet.
  - 2. Required Court Dimensions. Each court on which windows open from any room other than a kitchen, bathroom or a closet, shall have all horizontal dimensions measured at right angles from the windows to any wall or to any lot line other than a front lot line equal to not less than the height of the building above the floor level of the story containing the room, but no dimension shall be less than twenty feet.
  - 3. Distance Between Buildings. No main building shall be closer to any other main building on the lot than a distance equal to the average of their heights. This provision shall not apply if no portion of either building lies within the space between the prolongation of lines along any two of the opposite walls of the other building, but in any such situation the buildings shall not be closer to each other than a distance of ten feet.
  - 4. Percentage of Lot Coverage. Apartment buildings in a C-LB district shall cover not more than thirty-three percent of the area of the lot.
- B. **Neighborhood Retail Business:** All uses permitted in a C-1 district must comply with the following performance standards:
  - 1. All business, service, repair, processing, or merchandise display shall be conducted wholly within an enclosed building, except for off-street automobile parking, the sale of gasoline, and self-service car washes. Limited outdoor display of merchandise is permitted, provided that such display shall include only those quantities sold in a day's operation.
  - 2. Outdoor storage areas incidental to a permitted use shall be enclosed with not less than a six (6) foot high fence and shall be visually screened from adjoining properties. All storage areas shall comply with building setbacks.
  - 3. Not more than three persons shall be engaged at any one time in fabricating, repairing, cleaning, or other processing of goods other than food preparation in any establishment. All goods produced shall be primarily sold at retail on the premises where produced.
  - 4. Lighting, including permitted illuminated signs, shall be shielded or arranged so as not to reflect or cause glare to extend into any residential districts, or to interfere with the safe operation of motor vehicles.

5. Noise levels resulting from the operation of equipment used in the conduct of business in the C-1 district shall conform to the requirements of Chapter 173-60 of the Washington Administrative Code-Maximum Environmental Noise Levels.
  6. No single retail business, except for a food store, shall operate within a building space that exceeds 15,000 square feet in area, unless approved by the Planning Commission through the issuance of a special use permit upon the finding that the proposed retail business primarily serves and is appropriately located within the surrounding residential neighborhoods.
- C. **General Business:** All permitted commercial business uses may be located in the C-3 district, provided their performance is of such a nature that they do not inflict upon the surrounding residential areas, smoke, dirt, glare, odors, vibration, noise, excessive hazards or water pollution detrimental to the health, welfare or safety of the public occupying or visiting the areas. The maximum permissible limits of these detrimental effects shall be as herein defined and upon exceeding these limits they shall be as herein considered a nuisance, declared in violation of this title and shall be ordered abated.
1. Smokestacks shall not emit a visible smoke except for one ten minute period each day, when a new fire is being started. During this period, the density of the smoke shall not be darker than No. 2 of the Ringlemann Chart as published by the U.S. Bureau of Mines.
  2. No visible or invisible noxious gases, fumes, fly ash, soot or industrial wastes shall be discharged into the atmosphere from any continuous or intermittent operation except such as is common to the normal operations of heating plant or gasoline or diesel engines in cars, trucks or railroad engines.
  3. Building materials with high light reflective qualities shall not be used in the construction of buildings in such a manner that reflected sunlight will throw intense glare to areas surrounding the C-3 district.
  4. Odors of an intensity greater than that of a faint smell of cinnamon which can be detected by persons traveling the roads bordering the lee side of the C-3 district, when a ten mph wind or less is blowing are prohibited.
  5. Machines or operations which generate air or ground vibration must be baffled or insulated to eliminate any sensation of sound or vibration outside the C-3 district.
- D. **Waterfront:** It is the intent of this section that:
1. Uses should be oriented primarily to the waterfront and secondarily to the public street to facilitate public access to the waterfront; and
  2. Public pedestrian access shall include clearly marked travel pathways from the public street through parking areas to primary building entries. (Ord. 07-06)
- E. **Central Business District:** New Buildings shall conform to the following design standards:
1. The maximum setback area shall only be improved with pedestrian amenities including but not limited to: landscaping, street furniture, sidewalks, plazas, bicycle racks, and public art.
  2. Building façades facing streets shall include:
    - a) Glass fenestration on 50%-80% of the ground floor of the building façade. A window display cabinet, work of art, decorative grille or similar treatment may be used to cover an opening for concealment and to meet this standard on those portions of the ground floor façade where the applicant can demonstrate that the intrusion of natural light is detrimental to the ground floor use. Examples of such uses include, but are not limited to, movie theaters, museums, laboratories, and classrooms.
    - b) At least two of the following architectural elements;
      - (1) awnings;
      - (2) wall plane modulation at a minimum of three feet for every wall more than 50 feet in length;
      - (3) pilasters or columns;
      - (4) bays;
      - (5) balconies or building overhangs; or
      - (6) upper story windows (comprising a minimum of 50% of the façade).
  3. At least one pedestrian, non-service entrance into the building will be provided on each street frontage or provided at the building corner.
  4. Variation of exterior building material between the ground and upper floors of multi-story buildings.
  5. All buildings with a flat roof shall use a modulated height parapet wall for wall lengths greater than 50 feet. The modulation of parapet heights is encouraged to identify building entrances.
  6. All new buildings that utilize parapet walls shall include a projecting cornice detail to create a prominent edge.

7. Public street and sidewalk improvements are required per Richland Municipal Code to implement approved street cross-sections. Curb cuts are encouraged to be located adjacent to property lines and shared with adjacent properties, via joint access agreement.
8. Service bays, loading areas, refuse dumpsters, kitchen waste receptacles, outdoor storage locations, and rooftop mechanical equipment shall be located away from public rights-of-way via site planning and screened from view with landscaping, solid screening, or combination.
9. Alternative Design. In the event that a proposed building and/or site does not meet the literal standards identified in this section, or the maximum setback standards set forth in Section 23.22.040 or the maximum parking standards set forth in Section 23.22.050, a project representative may apply to the Richland Planning Commission for a deviation from these site design standards. The Richland Planning Commission shall consider said deviation and may approve any deviation based on its review and a determination that the application meets the following findings:
  - a) That the proposal would result in a development that offers equivalent or superior site design than conformance with the literal standards contained in this section; and
  - b) The proposal addresses all applicable design standards of this section in a manner which fulfills their basic purpose and intent; and
  - c) The proposal is compatible with and responds to the existing or intended character, appearance, quality of development and physical characteristics of the subject property and immediate vicinity. (Ord. 04-09: Ord. 07-10)

### 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 of this title.
- 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	C-W
<b>Agricultural Uses</b>								
Raising Crops, Trees, Vineyards								P
<b>Automotive, Marine &amp; Heavy Equipment</b>								
Automotive Repair – Major				P				
Automotive Repair – Minor		P	P	P	S			
Automotive Repair – Specialty Shop		S	P	P	S			
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>29</sup>
Car Wash-Automatic or Self Service		P <sup>3</sup>	P <sup>3</sup>	P <sup>3</sup>	S <sup>3</sup>			
Equipment Rentals			P	P				
Farm Equipment & Supplies Sales				P				
Gas/Fuel Station	S	P	P	P	P			
Heavy Equipment Sales & Repair				P				
Manufactured Home Sales Lot				P				

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	C-W
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>4</sup>				
Truck Rentals			P	P				
Truck Stop-Diesel Fuel Sales			S	P				
Truck Terminal				P				
Vehicle Leasing/Renting			P <sup>5</sup>	P	S <sup>5</sup>			
Vehicle Sales			P <sup>5</sup>	P	S <sup>5</sup>			
Warehousing, Wholesale Use				P				
<b>Business and Personal Services</b>								
Animal Shelter				S <sup>6</sup>				
Automatic Teller Machines	P	P	P	P	P	P		P
Commercial Kennel				P <sup>6</sup>				
Contractor's 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>6</sup>				
Hospital/Clinic – Small Animal			S <sup>6</sup>	P <sup>6</sup>	P			
Laundry/Dry Cleaning, Com.				P	P <sup>30</sup>			
Laundry/Dry Cleaning, Neighborhood		P	P	P	P			
Laundry/Dry Cleaning, Retail	P	P	P	P	P	P		
Laundry-Self Service		P	P	P	P			
Mini-Warehouse				P <sup>7</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 & 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>8</sup>	P	P	P	P	P	P
Micro-Brewery			P	P	P	P	P	P
Portable Food Vendors <sup>27</sup>	A <sup>28</sup>	A <sup>28</sup>	A <sup>28</sup>	A <sup>28</sup>	A <sup>28</sup>	A <sup>28</sup>	A <sup>28</sup>	A <sup>29</sup>
Restaurants/Drive Through		S <sup>9</sup>	P <sup>9</sup>	P <sup>9</sup>	S <sup>9, 10</sup>	S <sup>9,10</sup>		
Restaurants/Lounge		P <sup>8</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
Restaurants with Entertainment/Dancing Facilities		P <sup>8</sup>	P	P	P	P	P	P
Wineries – Tasting Room		P <sup>8</sup>	P	P	P	P	P	P
<b>Industrial/Manufacturing Uses</b>								
Laundry and Cleaning Plants				P				P <sup>29</sup>
Light Manufacturing Uses				P				P <sup>29</sup>
Warehousing and Distribution Facilities				P				P <sup>29</sup>

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	C-W
Wholesale Facilities & Operations				P				P <sup>29</sup>
Wineries – Production				P				P
<b>Office Uses</b>								
Financial Institutions	P	P/S <sup>23</sup>	P	P	P	P		
Medical, Dental and Other Clinics	P	P	P	P	P	P		
Newspaper Offices & Printing Works			P	P	P			
Office-Consulting Services	P	P	P	P	P	P		P <sup>29</sup>
Office – Corporate	P		P	P	P	P		P <sup>29</sup>
Office – General	P	P	P	P	P	P		P <sup>29</sup>
Office – Research & Development	P		P	P	P			P <sup>29</sup>
Radio and Television Studios			P	P	P			
Schools, Commercial	P		P	P	P	P		
Schools, Trade			P	P	P			P <sup>29</sup>
Travel Agencies	P	P	P	P	P	P		
<b>Public/Quasi Public Uses</b>								
Churches	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup>	P	P <sup>11</sup>		
Clubs or Fraternal Societies	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup>		
Cultural Institutions	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup>		P <sup>11</sup>	P <sup>11</sup>		P <sup>11</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 & Irrigation Wasteway Easements & Utility Uses	P <sup>12</sup>	P <sup>12</sup>	P <sup>12</sup>	P <sup>12</sup>	P <sup>12</sup>	P <sup>12</sup>	P <sup>12</sup>	P <sup>12</sup>
Public Agency Buildings	P	P	P	P	P	P	P	
Public Agency Facilities	P <sup>12</sup>	P <sup>12</sup>	P <sup>12</sup>	P <sup>12</sup>	P <sup>12</sup>	P <sup>12</sup>	P <sup>12</sup>	P <sup>12</sup>
Public Campgrounds				S			S	
Public Parks	P	P	P	P	P		P	P
Schools	P <sup>13</sup>	P <sup>13</sup>	P <sup>13</sup>	P <sup>13</sup>	P <sup>13</sup>	P <sup>13</sup>		
Schools, Alternative	P <sup>14</sup>	P <sup>14</sup>	P <sup>14</sup>	P <sup>14</sup>	P <sup>14</sup>			
Special Events including concerts, tournaments and competitions, fairs, festivals and similar public gatherings	P	P	P	P	P	P	P	P
Trail Head Facilities	P	P	P	P	P	P	P	P
Trails for Equestrian, Pedestrian, or non-motorized 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>8</sup>	P	P	P	P	P	
Commercial Recreation, Outdoor			P	P		P	P	
House Banked Card Rooms				P <sup>15</sup>	P <sup>15</sup>	P <sup>15</sup>	P <sup>15</sup>	
Recreational Vehicle Campgrounds				S <sup>16</sup>			S <sup>16</sup>	
Recreational Vehicle Parks				S <sup>17</sup>			S <sup>17</sup>	
Stable, Public				S <sup>18</sup>				
Theater		P <sup>8</sup>	P	P	P	P	P	P
<b>Residential Uses</b>								
Accessory Dwelling Unit		A	A	A	A	A		A
Apartment, Condominium (3 or more units)	P		P <sup>19</sup>		P	P		

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	C-W
Assisted Living Facility	P		P		P <sup>19</sup>	P		
Bed and Breakfast	P	P	P	P	P	P	P	P
Day Care Center	P <sup>20</sup>	P <sup>20</sup>	P <sup>20</sup>	P <sup>20</sup>	P <sup>20</sup>	P <sup>20</sup>		
Dormitories, Fraternities, & Sororities	P				P	P		
Dwelling, One Family Attached						P <sup>26</sup>		
Dwelling, Two-Family Detached						P		
Dwelling units for a resident watchman or custodian				A				P <sup>29</sup>
Family Day Care Home	P <sup>20</sup>					P <sup>20</sup>		
Houseboats						P	P	
Hotels or Motels	P		P	P	P	P	P	P
Nursing or Rest Home	P		P		P <sup>19</sup>	P		
Recreational Club	A				A	A		
Senior Housing	P				P <sup>19</sup>	P		
Temporary Residence	P <sup>21</sup>	P <sup>21</sup>	P <sup>21</sup>	P <sup>21</sup>	P <sup>21</sup>	P <sup>21</sup>		P
<b>Retail Uses</b>								
Adult Use Establishments				P <sup>22</sup>				
Apparel & Accessory Stores		P	P	P	P	P		P
Auto Parts Supply Store		P	P	P	P			
Books, Stationary & 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>23</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 & 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 & Pet Supply Stores		P	P	P	P			
Retail Hay, Grain & Feed Stores				P				
Second Hand 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 & 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>24</sup>				
On-site Hazardous Waste Treatment & Storage	A	A	A	A	A	A	A	A
Outdoor Storage		A <sup>25</sup>	A <sup>25</sup>	P <sup>25</sup>				

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	C-W
Storage in an Enclosed Building	A	A	A	A	A	A	A	A <sup>29</sup>

1 Section 23.42.280      2 Section 23.42.290      3 Section 23.42.270      4 Section 23.42.320      5 Section 23.42.330  
6 Section 23.42.040      7 Section 23.42.170      8 Section 23.42.053      9 Section 23.42.047      10 Section 23.42.055  
11 Section 23.42.050      12 Section 23.42.200      13 Section 23.42.250      14. Section 23.42.260      15 Section 23.42.100  
16 Section 23.42.230      17 Section 23.42.220      18 Section 23.42.190      19 Use permitted on upper stories of multi-story buildings, if main floor is used commercial or office uses.  
20 Section 23.42.080      21 Section 23.42.110      22 Section 23.42.030      23 Use permitted, requires special use permit with drive-through window.  
24 Chapter 23.62      5 Section 23.42.180      26 Section 23.18.025      27 See definition 23.06.780      28 Section 23.42.185  
29 Activities permitted only when directly related to and/or conducted in support of winery operations  
30 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. 15-07: Ord. 04-09: Ord. 07-10)

### 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 – Multi Family 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	N/A	N/A
Minimum Front Yard Setback <sup>14</sup>	20	45 <sup>1</sup>	0 <sup>2</sup>	0 <sup>2</sup>	CBD, Parkway, Uptown Districts: 0 min. – 20 max. <sup>3, 11, 13</sup> Medical District: 0 min,	Note 4,5	Note 4	20
Minimum Side Yard Setback	0 <sup>6</sup>	0 <sup>7</sup>	None	None	0 <sup>6,8</sup>	0 <sup>5,9</sup>	0	0 <sup>6,8</sup>
Minimum Rear Yard Setback	0 <sup>6,8</sup>	0 <sup>7</sup>	None	None	0 <sup>6,8</sup>	0 <sup>5,8,10</sup>	0	0 <sup>6,8</sup>
Maximum Building Height <sup>14</sup>	55 <sup>11</sup>	30	80	80	CBD – 110 Medical – 140 Parkway – 50 Uptown - 50	35/ 55 <sup>12</sup>	35/ 55 <sup>12</sup>	35
Minimum Dwelling unit size (in square feet, excluding porches, decks, balconies & basements)	500	N/A	N/A	N/A	500	500	N/A	N/A

<sup>1</sup> Each lot shall have a front yard of forty-five (45) feet deep or equal to the front yards of existing buildings in the same C-1 District and within the same block.

<sup>2</sup> No setback required if street right-of-way is at least eighty feet (80') in width. Otherwise, a minimum setback of forty feet (40') from street centerline is required.

<sup>3</sup> Unless a greater setback is required by RMC 12.11 – Intersection Sight Distance.

4 Front and side street. No building shall be closer than forty feet (40') 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.

<sup>5</sup> 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 Section 23.18.040.

<sup>6</sup> In any Commercial Limited Business (C-LB), Central Business (CBD) or in any Commercial Winery (C-W) 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) and the Commercial Winery (CW) districts, buildings shall maintain at least a thirty-five foot (35') setback from any property that is zoned for single-family residential use. Within the Central Business District (CBD) buildings shall maintain at least a thirty-five (35') 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, R2-S – Medium Density Residential Small Lot or any residential Planned Unit Development that is comprised of single-family detached dwellings.
- B. Buildings that are within fifty 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 fifty feet (50') 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 item 1 above) shall not exceed thirty feet (30') 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 (6) 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 ten (10) feet 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 Section 23.54.140.
- D. In the C-LB and C-W districts, a twenty-foot (20') setback shall be provided for any side yard that adjoins a street: and a twenty-five foot (25') setback shall be provided for any side yard that adjoins a residential district.

<sup>7</sup> 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 fifteen (15) setback. Lots adjoining a street shall maintain a minimum twenty (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.

<sup>8</sup> No minimum required, except parking shall be setback a minimum of five (5) feet to accommodate required landscape screening as required under RMC 23.54.140.

<sup>9</sup> Side yard. No minimum, except parking shall be setback a minimum of five (5) feet, and buildings used exclusively for residences shall maintain at least one (1) foot of side yard for each three (3) 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 setback a minimum of five (5) feet. Rear yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.

<sup>11</sup> 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 setbacks 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 Section 23.22.020(E)(9).

<sup>12</sup> 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 thirty-five (35) feet; unless the Planning Commission authorizes an increase in building height to a maximum height of fifty-five (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.

<sup>13</sup> Physical additions to existing nonconforming structures are not subject to the maximum front yard setback requirements.

<sup>14</sup> The Medical, Uptown and Parkway Districts of the CBD zoning district are established as shown by Plates 23.22.040 1, 2 and 3. (Ord. 04-09: Ord. 04-09A: Ord. 07-10)

PLATE NO. 1 - 23.22.040

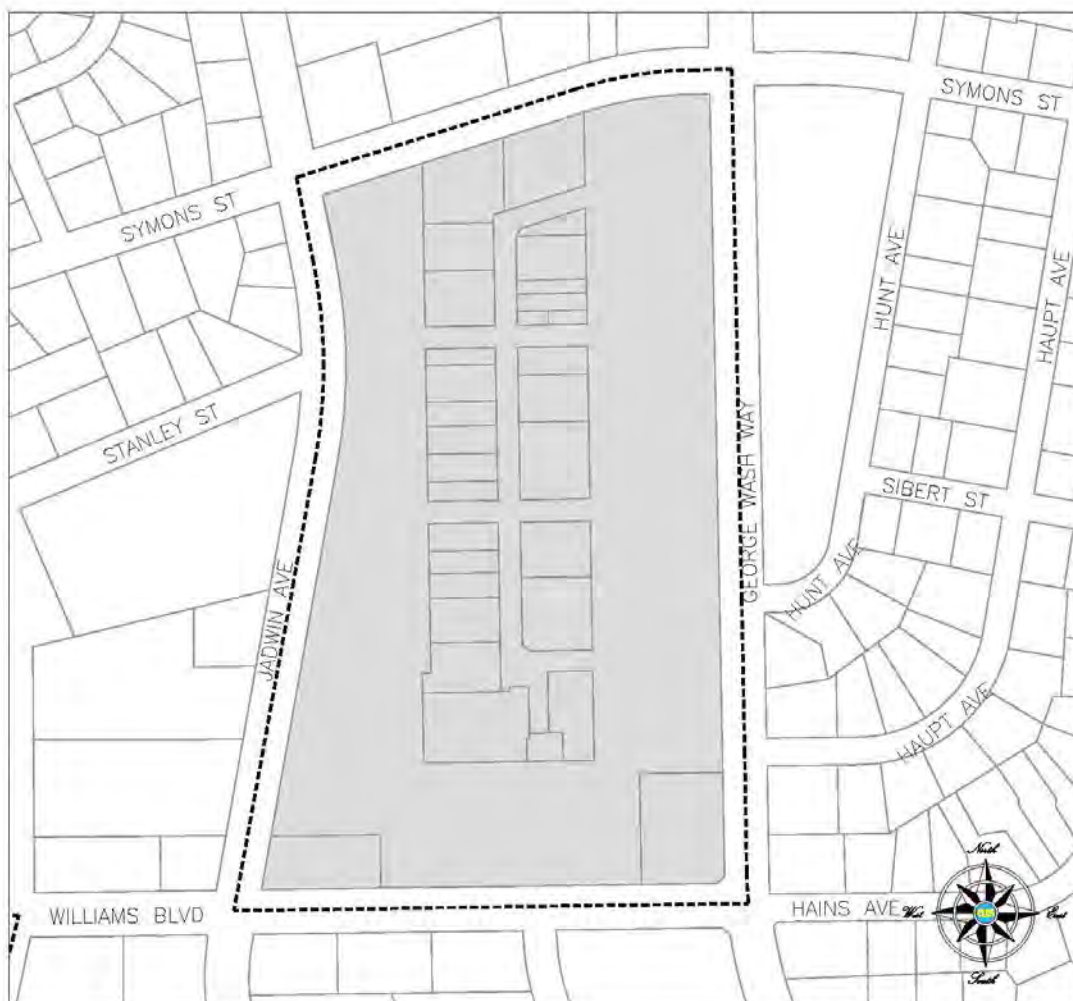
PLATE 1



CBD - MEDICAL DISTRICT

PLATE NO. 2 - 23.22.040

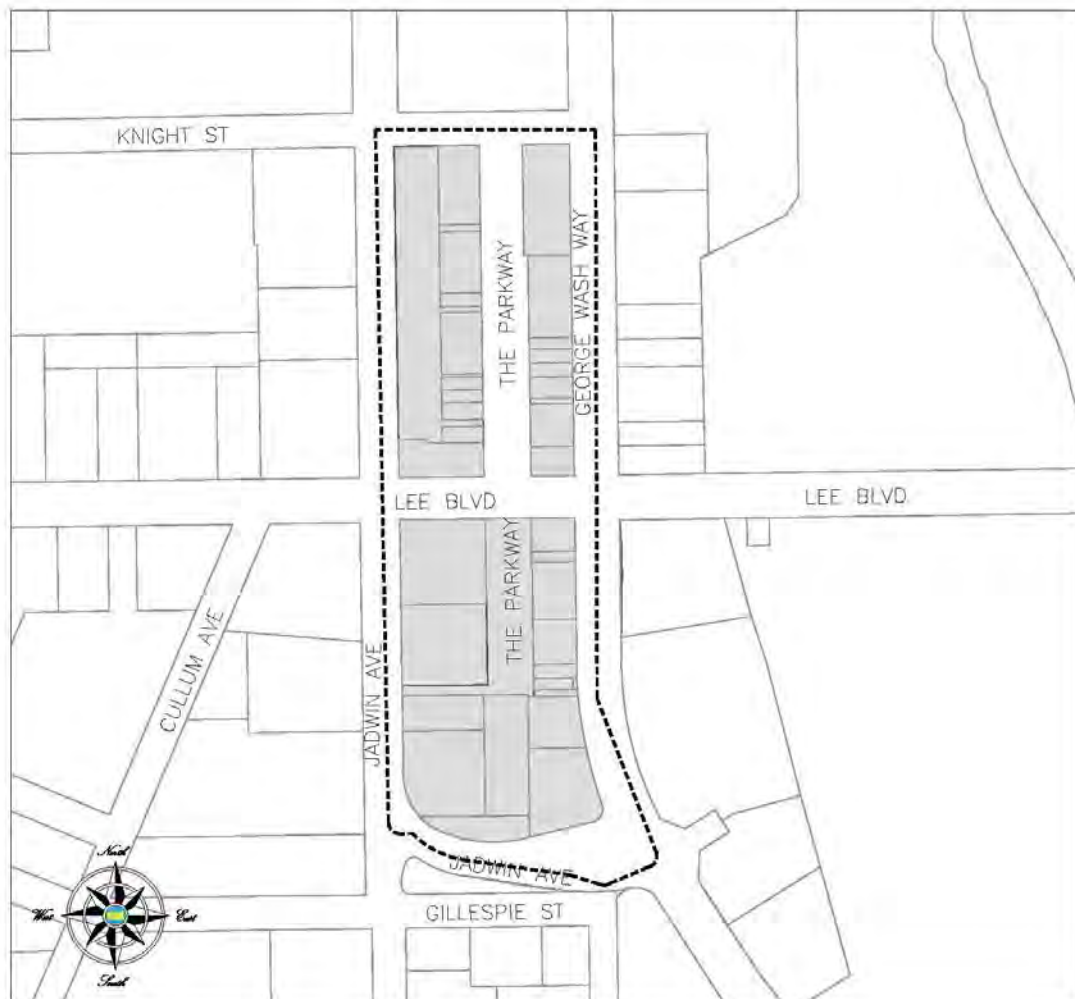
PLATE 2



CBD - UPTOWN DISTRICT

PLATE NO. 3 - 23.22.040

## PLATE 3



**CBD - THE PARKWAY DISTRICT**

### **23.22.050 Parking Standards for Commercial Use Districts**

- A. Off street parking space shall be provided in all commercial zones in compliance with the requirements of Chapter 23.54 of this title.
- B. Central Business District Off-Street Parking
- C. All uses have a responsibility to provide parking. The parking responsibility for any new use or change in use shall be determined in accordance with the requirements of Section 23.54. The maximum number of parking spaces provided on-site shall not exceed 125% of the minimum required parking as specified in Section 23.54 provided that any number of parking spaces beyond the established maximum may be approved by the Planning Commission subject to RMC 23.22.090(E)(9) (Alternative Design).
  - 1. The off-street parking requirement may be reduced as follows.
    - a) The Planning Commission may reduce the parking responsibility as provided by Sections 23.54.080 Joint Use, and/or;
    - b) Within a 600-foot radius of the property, and within the CBD zoning district, a 25% credit will be provided for each on-street parking space and/or for each off-street parking space located in a city-owned public parking lot. The allowed combined reduction in required off-street parking shall not exceed 50% of the overall off-street parking requirement (including any reductions contained in RMC 23.54.080). Example: one off-street space will be credited if four on-street spaces are located within 600 feet of the property. Parking space dimensions are found in 23.54.120. Only those streets designated for on-street parking shall be considered for the credit. Curb cuts, driveways, hydrant frontages, and similar restricted parking areas shall be excluded from the calculation.
  - 2. Any parking lot that has frontage on a public street or accessway shall be screened with a combination of trees planted at no less than 30 feet on center and shrubs planted to form a uniform hedge within five years. A masonry wall not lower than 18" and not higher than 36" may be substituted for the shrubs. The landscaping and masonry wall, if used, shall be at no greater setback than the maximum setback for a front or street side (23.22.040). Masonry walls are subject to the performance standards found in 23.22.020 A.3.b.ii, and must be granted approval by the Public Works Director for compliance with vision clearance requirements for traffic safety before installation. (Ord. 04-09: Ord. 07-10)

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# EXHIBIT (3)



View from intersection of Fowler/Fowler looking Northwest



View from intersection of Fowler/Fowler looking Northeast



View from intersection of Fowler/Fowler looking Southwest



Not to Scale  
Source:  
Google  
Street View

View from intersection of Fowler/Fowler looking Southeast



View from Intersection of Fowler/Fowler looking South



View from Southwest of Site looking Northeast



View from Northeast corner of site looking South



View from SR 240 Looking North

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# EXHIBIT (4)



**CITY OF RICHLAND**  
**NOTICE OF APPLICATION**  
**(Z2014-109)**

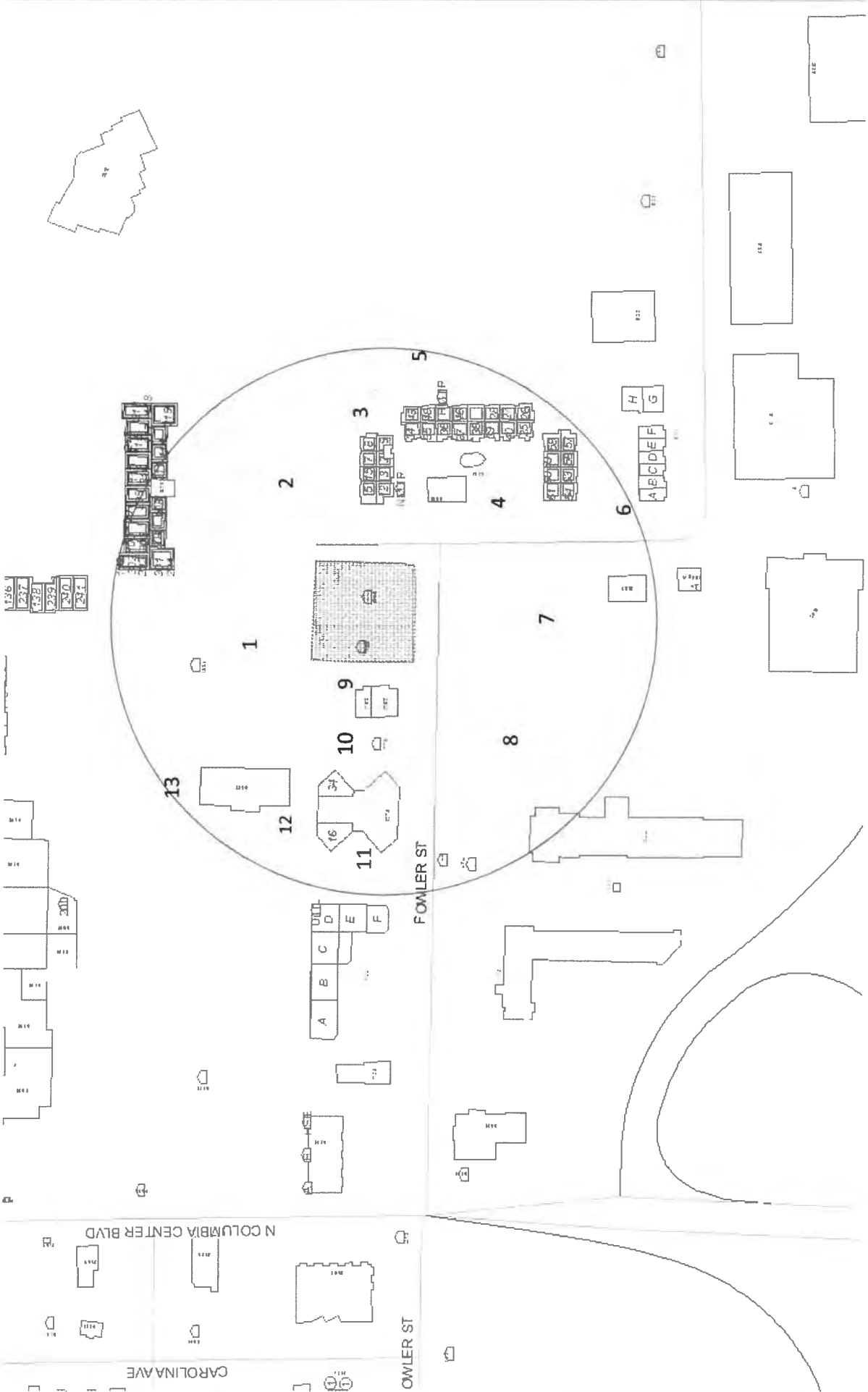
Notice is hereby given that Chip Gauntt of Gauntt NW, LLC on November 25, 2014 filed an application to change the zoning on two parcels totaling .54 acres from C-2 Retail Business to C-3 General Business. This property is located at 1788 and 1790 Fowler Street.

Any person desiring to express his views or to be notified of any decisions pertaining to this application should notify Rick Simon, Development Services Manager, 840 Northgate Avenue, P.O. Box 190, Richland, WA 99352 in writing within 15 days of the date of issuance of this Notice of Application which is December 21, 2014. Comments may also be faxed to (509) 942-7764. Written comments should be received no later than 5:00 p.m. on January 6, 2015.

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

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RICK SIMON,  
DEVELOPMENT SERVICES MANAGER



Senior Life Resources Northwest, Inc.  
8656 W. Gage Blvd, Suite 301  
Kennewick, WA 99336  
129992030001004

Gideon & Cheryl Sorokin Trustees  
1920 N. Pittsburgh Street Suite A  
Kennewick, WA 99336  
129992030001010

River Park Apartments, LLC  
PO Box 807  
Bellevue, WA 98009  
129992030001014

Monte & Janet Nail  
1880 Fowler Street  
Richland, WA 99352  
129992030001012

City of Richland Parks Dept.  
P.O. Box 190  
Richland, WA 99352  
129992000001000

Christine L. Ziegler Trustee  
P.O. Box 3290  
Pasco, WA 99302  
129993012829001

McCurley Fowler Property LLC  
P.O. Box 2698  
Pasco, WA 99301  
129993020001001 & 129992030002001

Caspian Holdings LLC  
15300 Bothell Way NE  
Lake Forest Park, WA 98155  
129992030001013

AAA Futures Inc.  
1776 Fowler Street, Suite 2  
Richland, WA 99352  
129992030001007 &  
129992020000003

Columbia Center North LLC  
P.O. Box 2039  
Kirkland, WA 98083  
129992000008000 &  
129992000006000

Gauntt Farms Inc.  
23805 S. Oak Street  
Kennewick, WA 99337  
129992030001003  
129992030001008

AFFIDAVIT OF MAILING

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF BENTON )

COMES NOW, Penny Howard, who, being first duly sworn upon oath deposes and says:

1. I am an employee in the Planning & Development Department for the City of Richland.

2. On the 19<sup>th</sup> day of December 2014, I mailed a copy of the attached NOTICE OF APPLICATION, File No. Z2014-109 to the attached list of individuals via U.S. MAIL mail on the date indicated above.

Penny Howard  
Print Name: Penny Howard

SIGNED AND SWORN to before me this 19 day of December, 2014 by  
PENNY HOWARD.



Dawn M Senger  
Notary Public in and for the State of Washington,  
residing at Benton County  
My appointment expires: 8-15-16

AFFIDAVIT OF POSTING

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KITSAP )

COMES NOW, **Rick Simon**, who, being first duly sworn upon oath deposes and says:

1. I am an employee in the Planning & Development Department for the City of Richland.

2. On the 19<sup>th</sup> day of December, 2014, I posted the attached NOTICE OF Application, File Number Z 2014-109 on the property at:

1788 / 1790 Fowler Street

PIN # 1-29992030001014



Print Name: Rick Simon

SIGNED AND SWORN to before me this 15<sup>th</sup> day of January, 2015 by RICK SIMON.



Cynthia Lynn Somers  
Notary Public in and for the State of Washington,  
residing at Kennewick WA  
My appointment expires: 7-10-16  
Cynthia Lynn Somers



**CITY OF RICHLAND**  
**NOTICE OF APPLICATION**  
**(Z2014-109)**

Notice is hereby given that Chip Gauntt of Gauntt NW, LLC on November 25, 2014 filed an application to change the zoning on two parcels totaling .54 acres from C-2 Retail Business to C-3 General Business. This property is located at 1788 and 1790 Fowler Street.

Any person desiring to express his views or to be notified of any decisions pertaining to this application should notify Rick Simon, Development Services Manager, 840 Northgate Avenue, P.O. Box 190, Richland, WA 99352 in writing within 15 days of the date of issuance of this Notice of Application which is December 21, 2014. Comments may also be faxed to (509) 942-7764. Written comments should be received no later than 5:00 p.m. on January 6, 2015.

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

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RICK SIMON,  
DEVELOPMENT SERVICES MANAGER

## LEGAL ADVERTISING INVOICE

**Tri-City Herald**  
tricityherald.com

**VOICE OF THE MID-COLUMBIA**

333 W Canal Dr

Kennewick, Washington 99336

PHONE: (509) 582-1500

DATE: 12/21/2014      LEGAL NO. 14-8088

ACCOUNT NO: 824

DESCRIPTION: 14-8088 NOA Z

TIMES: 1      INCHES: 4 50

**SOLD TO:**

RICHLAND CITY OF/LEGALS

PO BOX 190, MS #11

RICHLAND WA 99352

**TOTAL \$ 92.39**

001 301 0074 5586000 4/01

NOTICE: This is an invoice for legal advertising space. Please pay from this invoice as no statement will be rendered. Please detach at performance and return.

## AFFIDAVIT OF PUBLICATION

**CITY OF RICHLAND  
NOTICE OF  
APPLICATION  
(Z2014-109)**

Notice is hereby given that Rick Simon, of Benton County, Washington, LC on November 25, 2014 filed an application to change the zoning on two parcels totaling .54 acres from C-2 Retail Business to -3 General Business. This property is located at 1788 and 1790 Fowler Street.

Any person desiring to express his views or to be notified of any decisions pertaining to this application should notify Rick Simon, Development Services Manager, 840 Northgate Avenue, P.O. Box 190, Richland, WA 99352 in writing within 15 days of the date of issuance of this Notice of Application which is December 21, 2014. Comments may also be faxed to (509) 942-7764. Written comments should be received no later than 5:00 p.m. on January 6, 2015.

The proposed application will be reviewed in accordance with the regulations of RMC Title 19 Development Regulation Administration and Title 23 Zoning. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Development Services Division at the above referenced address with questions related to the available appeal process. RICK SIMON, MANAGER DEVELOPMENT SERVICES  
14-8088 12/21/2014

COUNTY OF BENTON

SS.

STATE OF WASHINGTON

**Samantha Wilder**, being duly sworn, deposes and says, I am the Legal Clerk of the Tri-City Herald, a daily newspaper. That said newspaper is a local newspaper and has been approved as a legal newspaper by order of the superior court in the county in which it is published and it is now and has been for more than six months prior to the date of the publication hereinafter referred to, published continually as a daily newspaper in Benton County, Washington. That the attached is a true copy of a/an

**14-8088 NOA: Z2014-109**

as it was printed in the regular and entire issue of the Tri-city Herald and not in a supplement thereof, ran 1 time(s) commencing on 12/21/2014, and ending on 12/21/2014 and that said newspaper was regularly distributed to its subscribers during all of this period

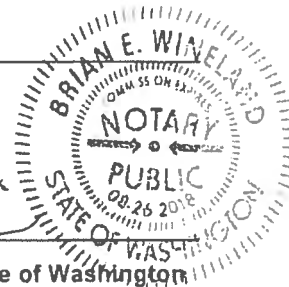
SUBSCRIBED AND SWORN BEFORE ME

THIS 05 Day Of Jan, 2015

Notary public in and for the State of Washington

residing at Kennewick

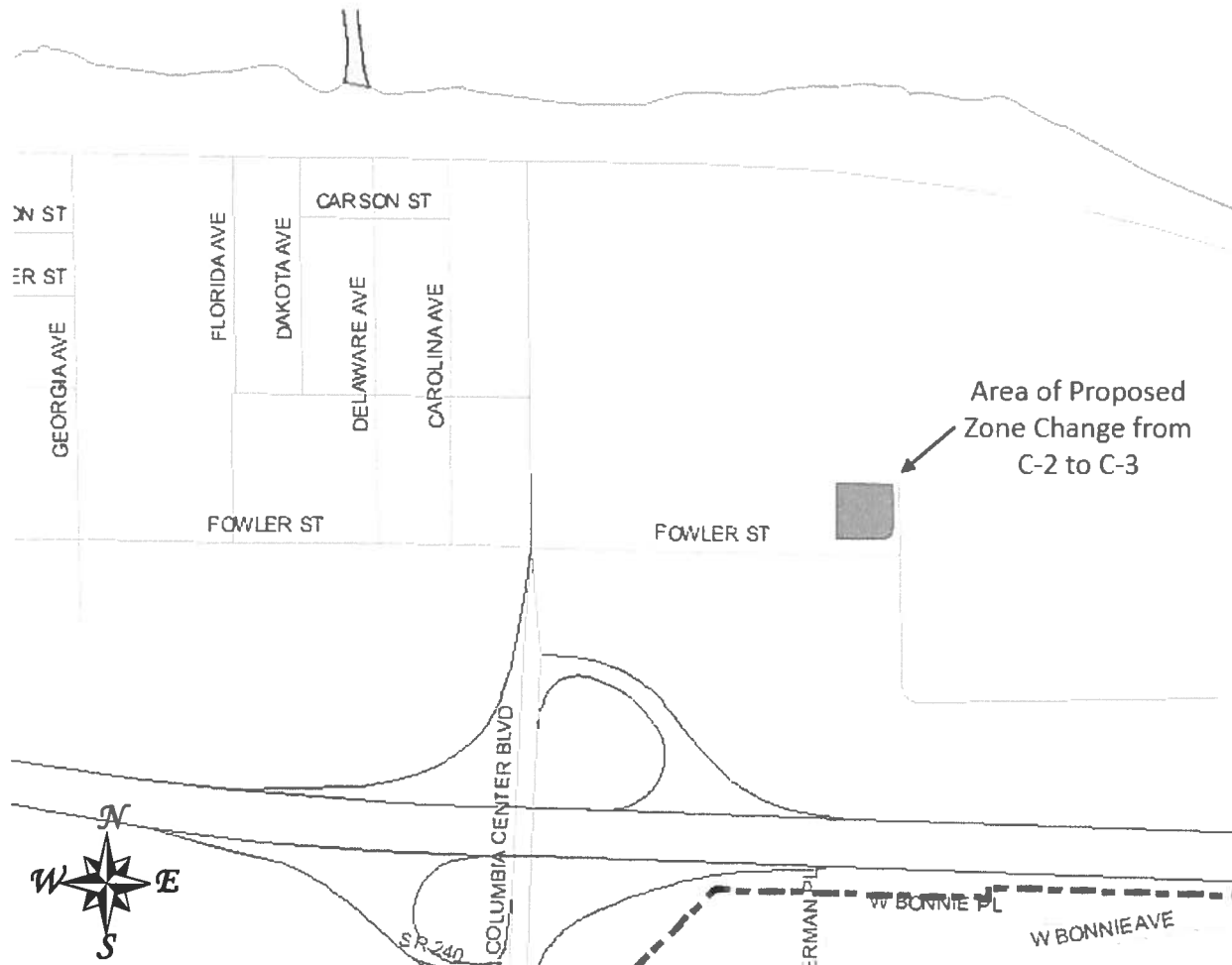
COMMISSION EXPIRES 08/27/2016



**City of Richland**  
**Notice of Public Hearing**  
**Z2014-109**

Notice is hereby given that the Richland Hearing Examiner will conduct a public hearing on Thursday, January 22, 2015 at 6:00 p.m. in Council Chambers, Richland City Hall, 505 Swift Boulevard, Richland to consider an application filed by Chip Gauntt of Gauntt NW, LLC to change the zoning on two parcels totaling .54 acres from C-2 Retail Business to C-3 General Business. This property is located at 1788 and 1790 Fowler Street.

All interested persons are invited to attend and give testimony at the public hearing.



AFFIDAVIT OF POSTING

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF BENTON )

COMES NOW, **Rick Simon**, who, being first duly sworn upon oath deposes and says:

1. I am an employee in the Planning & Development Department for the City of Richland.

2. On the 9 day of January, 2015, I posted the attached NOTICE OF Hearing, File Number Z2014-109 on the property at:

1788/1790 Fowler Street

PIN # 1-29992030001014

[Signature]

Print Name: Rick Simon

SIGNED AND SWORN to before me this 15<sup>th</sup> day of January, 2015 by RICK SIMON.



Cynthia Lynn Somers  
Notary Public in and for the State of Washington,  
residing at Kennedick WA  
My appointment expires: July 19, 2016  
Cynthia Lynn Somers

The Affidavits of mailing and publication for the notice of hearing for File No. 2014-109 will be provided at the hearing.

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# EXHIBIT (5)

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. XX-15

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. 38 so as to change the zoning on two parcels totaling .56 acres from Retail Business (C-2) to General Business (C-3), contingent upon the recording of a properly executed, delivered and accepted Property Use and Development Agreement. Said properties are located on the portion of Fowler Street east of North Columbia Center Boulevard and specifically the northwest corner of the Fowler Street "T" intersection, addressed at 1788 and 1790 Fowler Street. [Chep Gauntt/Gauntt Northwest, LLC.]

WHEREAS, on January 22, 2015, the Richland Hearing Examiner held a properly advertised public hearing to consider a petition to change the zoning of the property hereafter described; and

WHEREAS, the Richland Hearing Examiner took action at the January 22, 2015, public hearing 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 to it and all comments and arguments made to it at the public hearing.

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

Section 1.01 It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is 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 .56 acre site, Benton County Assessor's Parcel numbers, 129992030001008 and 1299920300001003, more particularly described as follows:

THE EAST 56.67 FEET OF LOT 2, AND ALL OF LOT 3, BLOCK 1, PARK SQUARE NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE 169, RECORDS OF BENTON COUNTY WASHINGTON.

Such land is rezoned from Retail Business (C-2) 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. 38 which is one of a series of maps constituting said Official Zoning Map, as shown on the attached Sectional Map No. 38 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. 38, 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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
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 \_\_\_\_\_, 2015,  
by and between the CITY OF RICHLAND and GAUNTT NORTHWEST, LLC (Petitioners).

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

WHEREAS, the City of Richland is currently entertaining an application by Chep Gauntt, DBA Gauntt Northwest, LLC, (hereinafter "Petitioner") for a change of zone covering a .56-acre site located in Benton County, Washington (hereinafter "Property") and more particularly described in Ordinance No. XX-15.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from C-2 Retail Business to C-3 General Business pursuant to said application, Petitioner for himself and for and on behalf of his 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; Bus Station; Bus Terminal; Bus Transfer Station; Cemetery; Cinema Indoor or Drive-In; Homeless Shelter; Drinking Establishments, House Banked Card Rooms; Marine Equipment Rentals; Outside storage of goods and commercial products, construction and building materials, equipment, recreational vehicles, boats and off-road vehicles; Pawn Shop; Public Campgrounds; Recreational Vehicle Campgrounds; Recreational Vehicle Parks; Stable, Public; Truck Stop – Diesel Fuel Sales; Truck Terminal.
2. Site requirements and development standards shall be consistent with the C-3 General Business zoning district requirements and shall include the following site design features:
  - a. The development of the property shall be generally consistent with the attached site plan as far as circulation and the siting of the building;
  - b. No roll up doors shall be permitted on the north wall of the building;

- c. The building may not be of pole type construction;
- d. Screening shall be provided on the north property line and wrap either end of the east and west elevations to the midpoint of the building. Said screening shall consist of a 6 foot tall sight obscuring fence or vegetation that will provide the same level of screening within 2 years of planting;
- e. If the siding of the building is metal, wainscoting shall be required at a height of at least 4 feet on the front or south elevation as well as the east and west elevations to the midpoint of the building. The wainscoting shall contrast the metal siding and be of a different material such a brick, dry stack rock or similar.

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

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

CITY OF RICHLAND

---

Cynthia D. Johnson  
City Manager

---

Chep Gaunt, Gauntt Northwest, LLC  
Petitioner

APPROVED AS TO FORM:

---

Heather Kintzley  
City Attorney

STATE OF WASHINGTON)

County of Benton )  
:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015 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.

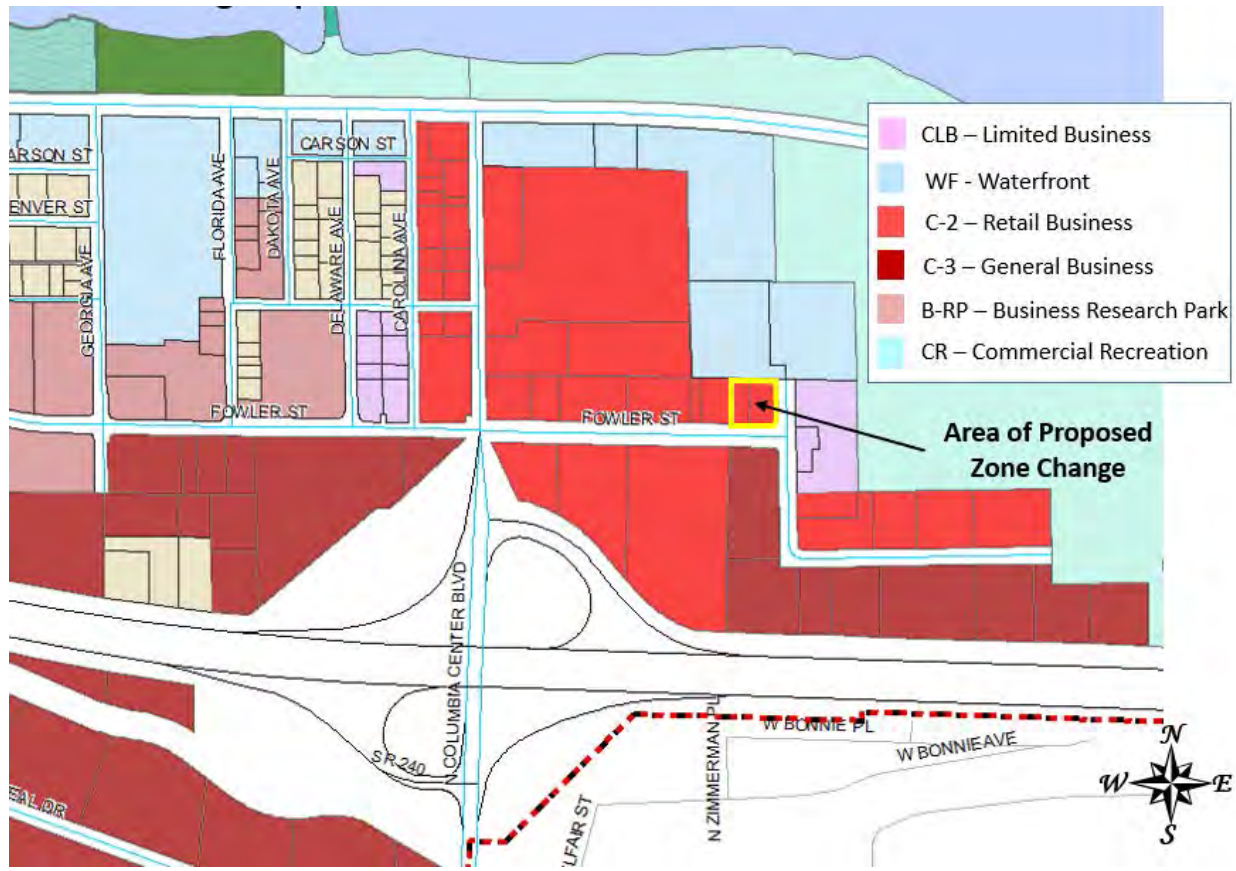
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

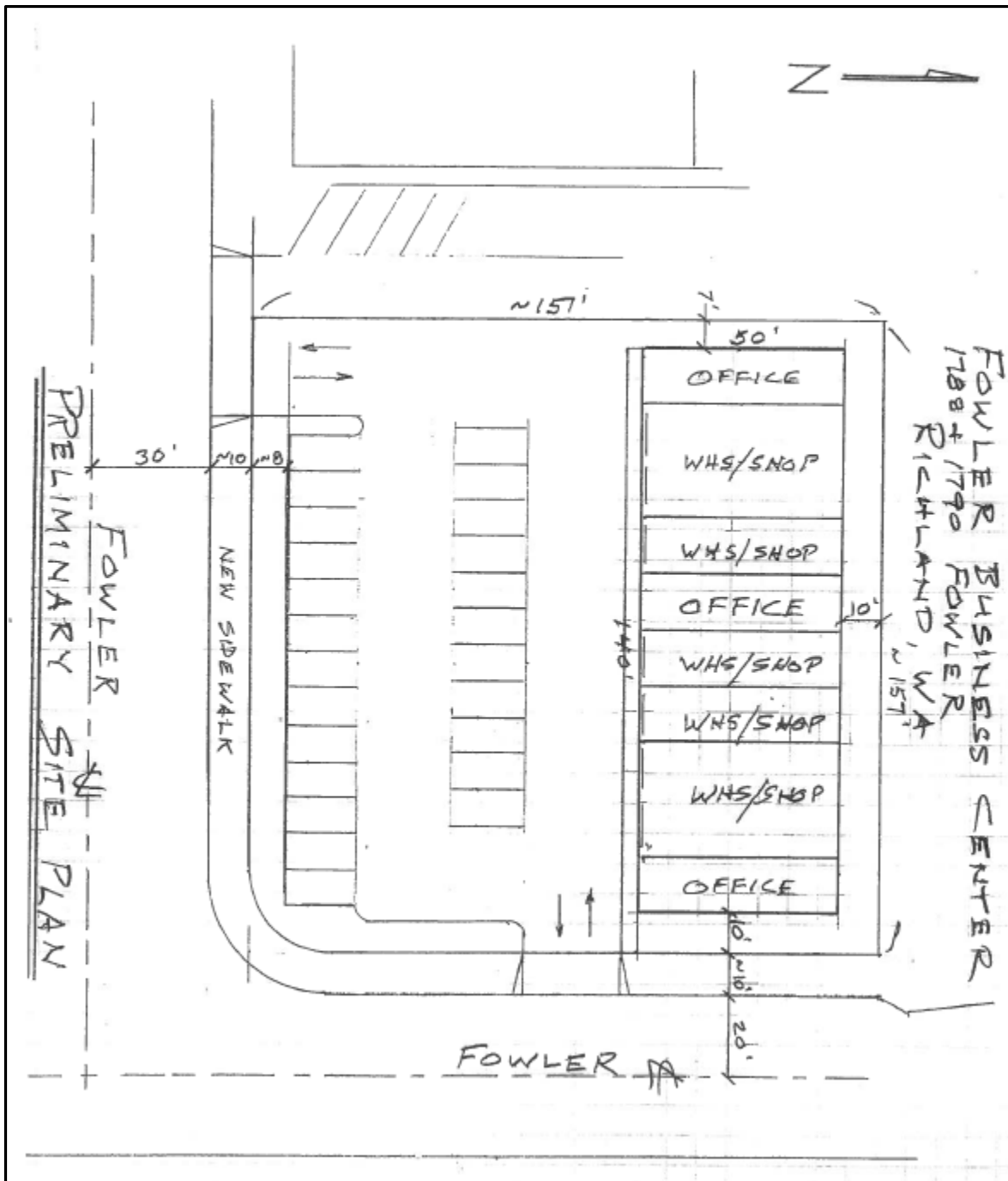
STATE OF WASHINGTON)  
:  
County of Benton )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ on behalf of Gauntt Northwest, 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: \_\_\_\_\_







## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Ordinances - First Reading

Key Element: Key 6 - Community Amenities

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**Subject:**

Ordinance No. 09-15, Amending the 2015 Budget and Providing for Additional Appropriations from Unanticipated Revenue in the Parks and Public Facilities Department and Parks Project Fund

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**Department:**

Parks & Public Facilities

**Ordinance/Resolution Number:**

09-15

**Document Type:**

Ordinance

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**Recommended Motion:**

Give first reading, by title only, to Ordinance No. 09-15, amending the 2015 budget to provide for additional appropriations as a result of unanticipated revenues in the General Fund and Parks Project Fund Budgets.

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**Summary:**

The Parks and Public Facilities Department receives revenue from a variety of sources throughout the year. In previous years, departments would bring several, smaller budget adjustments forward for Council consideration. This budget adjustment is a new process for 2015 and estimates the anticipated revenue for 2015 into one budget authorization for Council consideration. In the 2016 budget cycle, this process will be combined with the normal budget review and approval process.

The following categories represent anticipated revenue in 2015.

**Restitution and Payment for Property Damage:** Each year the City receives payment from court ordered restitution and from commercial vendors that damage City property. Payment varies annually depending on severity of damage.

**Memorial Bench Program:** Up to 25 donations can be received in a given year. Donations vary from \$1,000 to \$3,500 and cover the purchase and installation cost of various park amenities.

**Scholarships:** Recreation scholarships are made available on the financial need of participants provided there are adequate funds in the program. The scholarship program aims to ensure that low income youth and adults are not excluded from City activities due to financial circumstances.

**Coffee:** An endowment purchases coffee that is made available to the public in the Community Center.

**Park Projects:** Donations are frequently made from service clubs, organizations and/or individuals for park improvements including playground equipment, landscaping, gazebos, and other facilities.

**Sponsorships:** Donations in 2014 covered the cost of movie licensing fees and other related event expenses for Movies in the Park, and purchased lighted displays for the Winter Wonderland event.

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**Fiscal Impact:**

Revenue from park amenities, trees, coffee at the Community Center, scholarships, recreation programming, and sponsorships is expected to be \$27,875. Revenue from court ordered

restitution and property damage payment is expected to be \$20,000. Revenue from donations for park improvement projects is expected to be \$10,000. The total additional revenue from all sources is expected to be \$57,875.

Attachments:

- I. Ordinance No. 09-15

ORDINANCE NO. 09-15

AN ORDINANCE of the City of Richland amending the 2015 Budget to provide for additional appropriations as a result of unanticipated revenues in the General Fund Budget and the Parks Project Fund.

WHEREAS, the City of Richland receives periodic monetary donations for items such as park amenities, trees, coffee at the Community Center, scholarships, recreation programming, sponsorships and park construction projects and such revenue is estimated at \$27,875 in 2015; and

WHEREAS, the City receives payment from court-ordered restitution and property damage occurring during facility use by the public or commercial vendors and such revenue is estimated at \$20,000 in 2015; and

WHEREAS, unscheduled, major repairs to facilities are not budgeted for and receipt of restitution and property damage payments within the appropriate department budget fund would offset the use of otherwise-committed maintenance funds; and

WHEREAS, the city receives donations for park improvement projects and such revenue is estimated at \$10,000 in 2015; and

WHEREAS a single authorization to accept such funds would save administrative time and increase efficiency.

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

Section 1. Amendment of the 2015 Budget. The 2015 Budget is hereby amended to provide for additional appropriations from increased revenues in the General Fund and Parks Project Fund as follows:

General Fund

Current Appropriation:	\$47,525,355
Increase in Appropriation:	<u>\$ 47,875</u>
Amended Appropriation:	\$47,573,230

Parks Project Fund

Current Appropriation:	\$1,597,445
Increase in Appropriation:	<u>\$ 10,000</u>
Amended Appropriation:	\$1,607,445

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

PASSED by the City Council of the City of Richland, at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

APPROVED AS TO FORM:

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

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

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



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

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**Subject:**

Ordinance No. 10-15, Amending RMC Chapter 2.20, Code Enforcement Board

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**Department:**

City Attorney

**Ordinance/Resolution Number:**

10-15

**Document Type:**

Ordinance

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**Recommended Motion:**

Give first reading, by title only, to Ordinance No. 10-15, amending Chapter 2.20, Code Enforcement Board, of the Richland Municipal Code.

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**Summary:**

Council has on the agenda for its approval tonight a resolution that, if adopted, will align the term expiration dates of the City's various boards, commissions, and committees (BCCs) to create two distinct recruiting periods per year.

With the exception of Chapter 2.20 regarding the Code Enforcement Board, the Richland Municipal Code does not currently set out specific start and end dates for terms of service on the City's BCCs. The dates provided in Chapter 2.20 establish the initial terms of the first appointed board members to the Code Enforcement Board. While those initial terms have all since expired, the termination date of May 1 established by RMC 2.20.020(B) has been used as the expiration date for all subsequent terms. Therefore, in order to effect the alignment contemplated by Resolution No. 30-15 and avoid confusion, references to the terms of the first appointed board members of the Code Enforcement Board should be removed.

Staff recommends approval of Ordinance No. 10-15.

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**Fiscal Impact:**

None

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**Attachments:**

I. Proposed ORD 10-15

## ORDINANCE NO. 10-15

AN ORDINANCE of the City of Richland amending Chapter 2.20: Code Enforcement Board, of the Richland Municipal Code.

WHEREAS, the City has determined that it is in its best interest to align the membership term expiration dates for the City's boards, commissions and committees so that recruitment efforts are consolidated into two distinct periods per year; and

WHEREAS, to effect this change and avoid confusion, references to the terms of the first appointed board members of the Code Enforcement Board as specified in RMC 2.20.020 should be removed.

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

Section 1. RMC Chapter 2.20, entitled Code Enforcement Board, as enacted by Ordinance No. 05-10 shall be amended to read as follows:

### Sections:

- 2.20.010 Code enforcement board creation.**
- 2.20.020 Membership.**
- 2.20.030 Removal – Vacancies.**
- 2.20.040 Meetings, officers, records, and quorum.**
- 2.20.050 Powers and duties.**
- 2.20.060 Expenditures – Budget.**
- 2.20.070 Staff assistance.**

### **2.20.010 Code enforcement board creation.**

There is created a code enforcement board (hereinafter referred to as the "board") for the city of Richland. The board shall hear appeals and render decisions regarding civil violations of the Richland Municipal Code. [Ord. 05-10 § 1.01].

### **2.20.020 Membership.**

~~A.~~ The board shall be composed of five voting members appointed by city council. All members of the board shall be residents of the city of Richland, both at the time of their appointment and for the full term of their appointment. Selection of members shall follow established procedures as set forth in RMC 2.04.120. Members initially appointed shall serve the terms designated in subsection (B) of this section but thereafter shall serve staggered two-year terms and until their successors are appointed and confirmed. No person shall serve more than four terms or eight consecutive years. In the instance of an appointment to fill a vacancy for an unexpired term, a full term shall be considered a period in excess of one year.

### ~~B. The term for the first appointed board members shall commence and terminate as follows:~~

- ~~1. Position No. 1 – April 30, 2010, to May 1, 2012.~~
- ~~2. Position No. 2 – April 30, 2010, to May 1, 2012.~~
- ~~3. Position No. 3 – April 30, 2010, to May 1, 2012.~~
- ~~4. Position No. 4 – April 30, 2010, to May 1, 2013.~~
- ~~5. Position No. 5 – April 30, 2010, to May 1, 2013. [Ord. 05-10 § 1.01].~~

**2.20.030 Removal – Vacancies.**

The board may, by majority vote, recommend to the city council removal of an appointed member upon such grounds as may be deemed appropriate. The city council, by majority vote, may remove any appointed member of the committee and declare the position vacant. Vacancies created by removal of office, resignation, change in residency outside of the city of Richland or for any other reason, other than by expiration of term, shall be filled for any unexpired term in the manner used for regular appointments. [Ord. 05-10 § 1.01].

**2.20.040 Meetings, officers, records, and quorum.**

The board shall elect its own chairperson and vice-chairperson and create and fill such other offices as it may determine it requires. The committee shall hold regular meetings at a time to be determined at the first meeting of each year. All meetings shall be open to the public and a specific time period will be provided on the agenda to receive public comments. It shall adopt rules for transaction of business and shall keep a record of its meetings, resolutions, transactions, findings and determinations, which record shall be open to public inspection.

Any three members of the board shall constitute a quorum for the transaction of business. An agenda shall be prepared and distributed prior to each meeting, which sets forth a specified time period during which individual items of business shall be discussed. The time period may be extended, but only by a vote of a majority of board members present. Board action requires three affirmative votes of those present and any regular or special meeting. [Ord. 05-10 § 1.01].

**2.20.050 Powers and duties.**

The code enforcement board's express mission and purpose shall include the following:

- A. Conduct hearings on civil violations of the Richland Municipal Code;
- B. Determine whether the city has established by a preponderance of the evidence that a civil violation of the Richland Municipal Code has occurred;
- C. Assess monetary penalties in instances where it has been determined that civil violations of the Richland Municipal Code have occurred;
- D. Adopt rules of procedure for hearings concerning civil violations of the Richland Municipal Code;
- E. Act in an advisory capacity to the city council, city manager and staff in matters relating to code enforcement and civil violations;
- F. Perform such other duties and provide such additional information, assistance and advice to the city council as the city council may request or direct. [Ord. 05-10 § 1.01].

**2.20.060 Expenditures – Budget.**

The expenditures of the committee, exclusive of donations, shall be limited to appropriations. All services requiring appropriations shall be submitted through the budget of the police services department. [Ord. 05-10 § 1.01].

**2.20.070 Staff assistance.**

The staff of the various departments within the city, as assigned by the city manager, shall provide staff assistance and shall also serve to facilitate communications by the code enforcement board to the city council. [Ord. 05-10 § 1.01].

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

PASSED by the City Council of the City of Richland, at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

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

ATTEST:

APPROVED AS TO FORM:

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

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

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



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

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**Subject:**

Ordinance No. 11-15, Amending RMC Section 2.17.020, Arts Commission Created, Related to the Size and Structure of Membership

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**Department:**

Parks & Public Facilities

**Ordinance/Resolution Number:**

11-15

**Document Type:**

Ordinance

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**Recommended Motion:**

Give first reading, by title only, to Ordinance No. 11-15, Amending RMC Chapter 2.17.020: Arts Commission Created, Related to the Size and Structure of Membership

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**Summary:**

The Richland Arts Commission was formed in 2004 and pursues artistic projects in the visual, performing and literary arts. The Commission presently consists of nine adults and one youth member, and there are three adult vacancies.

The anticipated citizen interest to serve on the Commission has not materialized, resulting in increased staff recruitment time. The current size of the ten-member Commission is larger than any other City Board or Commission. A membership consisting of six adults and one youth member would more accurately reflect citizen demand and align with the size of other City Boards and Commissions. The reduction in size from nine adults to six adults (-3) can be accomplished by eliminating the three currently vacant positions.

In addition, recruitment for the required specialty positions, including architecture, graphic arts and interior design, as well as limitations on members professionally employed in the arts-related industry has proven difficult. Removal of quotas for various specialties and limitations on those with professions in the arts will aid in recruitment by widening the applicant pool.

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**Fiscal Impact:**

None

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**Attachments:**

- I. Proposed Ordinance No. 11-15

## ORDINANCE NO. 11-15

AN ORDINANCE of the City of Richland amending Chapter 2.17.020 of the Richland Municipal Code: Arts Commission Created, related to the size and structure of membership.

WHEREAS, the Richland Arts Commission was formed in 2004 and pursues artistic projects in the visual, performing and literary arts; and

WHEREAS, the Richland Arts Commission presently consists of nine adults and one youth member; and

WHEREAS, there are presently three adult vacancies on the Commission; and

WHEREAS, the originally-anticipated citizen interest to serve on the Commission has not materialized, resulting in increased staff recruitment time and effort; and

WHEREAS, the current size of the ten-member Commission is larger than any other City Board or Commission; and

WHEREAS, a membership consisting of six adults and one youth would more accurately reflect citizen demand and align with the size of other City Boards and Commissions; and

WHEREAS, recruitment for specialty positions including architecture, graphic arts and interior design, as well as limitations on members professionally employed in the arts-related industry has proven difficult; and

WHEREAS, removal of quotas for various specialties and limitations on those with professions in the arts would aid in recruitment by widening the applicant pool.

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

Section 1. RMC Chapter 2.17.020, entitled Arts Commission Created, as enacted by Ordinance No. 13-04 and last amended by Ordinance No. 10-09, shall be amended to read as follows:

### **2.17.020 Arts commission created.**

There is hereby created within the city of Richland an arts commission composed of ~~nine~~ six adult members and one youth member between the age of 16 and 19 appointed by the city council. Adult commission members shall be appointed for a term of three years each. Youth commission members shall be appointed for a term of one year each.

The commission members shall be selected without regard to political affiliation and shall serve without compensation. The city council wishes to balance the commission between people who are involved in the making of art and those who enjoy art. ~~Therefore, the city council shall strive to include at least four people who are in each of the following professions: visual arts, literary arts, performing arts, and design arts. Design arts include architecture, landscape architecture, interior design, and graphic arts. There may be no more than five people involved in making art. The remaining commission members shall represent the community at large.~~ In making appointments to the committee, the city council shall strive to appoint individuals with multiple skills, experience and expertise from various disciplines and backgrounds applicable to the committee's purpose. Selection of members shall follow established procedures as set forth in RMC [2.04.120](#). [Ord. 13-04; Ord. 27-04; Ord. 10-09].

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

PASSED by the City Council of the City of Richland, at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

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

ATTEST:

APPROVED AS TO FORM:

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

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

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



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

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**Subject:**

Resolution No. 02-15, Setting Public Hearing Date for Reata Road Area Utility Local Improvement District

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**Department:**  
Public Works

**Ordinance/Resolution Number:**  
02-15

**Document Type:**  
Resolution

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**Recommended Motion:**

Adopt Resolution No. 02-15, setting a public hearing date for the Reata Road Area Utility Local Improvement District

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**Summary:**

The Public Works Engineering office has received signed petitions from 57.4% of the property owners based on acreage in the Reata Road area between Reata Road to the north and I-82 to the south, Leslie Road to the east and approximately the Kennewick Irrigation District canal to the west. The improvements proposed in the petition are for constructing water and sewer main lines.

A public hearing is required to consider input prior to forming and LID. The public hearing will present the project scope, funding sources and provide an opportunity for participants to give testimony as required by State Law.

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**Fiscal Impact:**

There are only minor administrative costs associated with setting and conducting the public hearing.

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**Attachments:**

I. Resolution 02-15

## RESOLUTION NO. 02-15

A RESOLUTION of the City Council of the City of Richland, Washington, setting a date and time for a public hearing on the creation of a local improvement district for the purpose of constructing water and sewer main lines with service stubs serving ten parcels located between Reata road to the north and I-82 to the south, known as Reata Road Area Utility LID No. 197. Improvements within that district pursuant to property owners' petition therefor, and providing for the publication and mailing to property owners of notice of that hearing.

WHEREAS, a petition has been filed with the City Clerk for the creation of a local improvement district to provide for making improvements within that district, all as more particularly described in that petition, and the City Council must set a date and time for the holding of a public hearing on that petition.

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

Section 1. The public hearing on the creation of a local improvement district for the making of certain improvements as described in the property owners' petition therefor, attached hereto as Exhibit A and incorporated herein by this reference, will be held before the City Council on March 17, 2015 at 7:30 p.m., local time, in the Council Chambers, City Hall, 505 Swift Boulevard, Richland, Washington.

Section 2. The City Clerk is directed to cause notice of the hearing to be given by mail to all owners or reputed owners of all lots, tracts and parcels of land or other property to be specially benefited by the proposed improvements, as shown on the rolls of the Benton County Assessor at the address shown thereon, at least 15 days prior to the date of the hearing as required by law, and to publish this resolution in two consecutive issues of the official newspaper of the City or, if there is no official newspaper, in a newspaper of general circulation in the City, with the first publication at least 15 days prior to the date of the hearing.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular open public meeting thereof this 17<sup>th</sup> day of February, 2015.

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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

## CERTIFICATION

I, the undersigned, City Clerk of the City of Richland, Washington (the "City"), hereby certify as follows:

1. The attached copy of Resolution No. 02-15 (the "Resolution") is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the City Council of the City held at the regular meeting place thereof on February 17, 2015, as that Resolution appears on the minute book of the City; and the Resolution will be in full force and effect immediately following its adoption; and

2. A quorum of the members of the City Council was present throughout the meeting and a majority of those members present voted in the proper manner for the adoption of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF RICHLAND, WASHINGTON

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



## LOCAL IMPROVEMENT DISTRICT PETITION FORM

PETITION TO THE HONORABLE MAYOR AND THE CITY COUNCIL OF THE CITY OF RICHLAND, WASHINGTON, FOR THE FORMATION OF A LOCAL IMPROVEMENT DISTRICT TO PROVIDE FOR THE CONSTRUCTION OF THE IMPROVEMENT DESCRIBED HEREIN.

We, the owners according to the records of the Benton County Auditor of a majority (\_\_\_\_%) of the area of the property shown in *Exhibit A* attached hereto and by this reference incorporated herein, petition the Honorable Mayor and the City Council of the City of Richland, Washington, to form a local improvement district for the purpose of constructing water and sewer pipelines and pump stations as needed to provide services to our properties and to address downstream sewer capacity constraints that our properties development will cause. These improvements shall be paid for by assessments against the property specially benefited thereby. Actual assessments may vary from assessment estimates as long as they do not exceed a figure equal to the increased true and fair value the improvement adds to the property.

Signatures of Petitioners:

(signature)	(date)	(printed name)	
(street address)	(city)	(state)	(ZIP code)
	Richland	WA	99352

**Property Description:** Parcel ID #1-1188-101-3301-00, 1-1188-101-3301-002 & 1-1188-101-3301-003

~~Darrell L & Shirley A McLaughlin~~

(signature)	(date)	(printed name)	
<i>Durand LaPierre</i>	7-8-14	DURAND LAPIERRE	
(street address)	(city)	(state)	(ZIP code)
	Richland	WA	99352

**Property Description:** Parcel ID #1-0288-301-2999-001

LaPierre Enterprises Inc

**This document is one of a number of like documents, all of which together constitute the Petition for Formation of a Local Improvement District.**



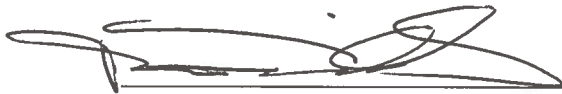
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## LOCAL IMPROVEMENT DISTRICT PETITION FORM

PETITION TO THE HONORABLE MAYOR AND THE CITY COUNCIL OF THE CITY OF RICHLAND, WASHINGTON, FOR THE FORMATION OF A LOCAL IMPROVEMENT DISTRICT TO PROVIDE FOR THE CONSTRUCTION OF THE IMPROVEMENT DESCRIBED HEREIN.

We, the owners according to the records of the Benton County Auditor of a majority (\_\_\_\_%) of the area of the property described in *Exhibit A* attached hereto and by this reference incorporated herein, petition the Honorable Mayor and the City Council of the City of Richland, Washington, to form a local improvement district for the purpose of constructing sewer and water main lines with service stubs. These improvements shall be paid for by assessments against the property specially benefited thereby. Actual assessments may vary from assessment estimates as long as they do not exceed a figure equal to the increased true and fair value the improvement adds to the property.

Signatures of Petitioners:

	7-14-14	Thom Fields	
(signature)	(date)	(printed name)	
241 Peata Rd	Richland	WA	99352
(street address)	(city)	(state)	(ZIP code)

**Property Description: Parcel ID #1 1188-201-3177-004**

**Thom Fields Ministries**

**This document is one of a number of like documents, all of which together constitute the Petition for Formation of a Local Improvement District.**



## LOCAL IMPROVEMENT DISTRICT PETITION FORM

PETITION TO THE HONORABLE MAYOR AND THE CITY COUNCIL OF THE CITY OF RICHLAND, WASHINGTON, FOR THE FORMATION OF A LOCAL IMPROVEMENT DISTRICT TO PROVIDE FOR THE CONSTRUCTION OF THE IMPROVEMENT DESCRIBED HEREIN.

We, the owners according to the records of the Benton County Auditor of a majority (\_\_\_\_%) of the area of the property described in *Exhibit A* attached hereto and by this reference incorporated herein, petition the Honorable Mayor and the City Council of the City of Richland, Washington, to form a local improvement district for the purpose of constructing sewer and water main lines with service stubs. These improvements shall be paid for by assessments against the property specially benefited thereby. Actual assessments may vary from assessment estimates as long as they do not exceed a figure equal to the increased true and fair value the improvement adds to the property.

Signatures of Petitioners:

<u>Steven R. McDonald</u>	<u>7-17-14</u>	<u>Steven R. McDonald</u>
(signature)	(date)	(printed name)
<u>371 Keene Ct,</u>	<u>Richland</u>	<u>WA</u>
(street address)	(city)	(state)
		<u>99352</u>
		(ZIP code)

Property Description: **Parcel ID #1-1188-200-0005-004**

**Steven R & Susan K McDonald Trustees**

This document is one of a number of like documents, all of which together constitute the Petition for Formation of a Local Improvement District.

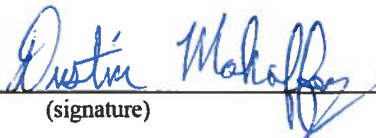


## LOCAL IMPROVEMENT DISTRICT PETITION FORM

PETITION TO THE HONORABLE MAYOR AND THE CITY COUNCIL OF THE CITY OF RICHLAND, WASHINGTON, FOR THE FORMATION OF A LOCAL IMPROVEMENT DISTRICT TO PROVIDE FOR THE CONSTRUCTION OF THE IMPROVEMENT DESCRIBED HEREIN.

We, the owners according to the records of the Benton County Auditor of a majority (\_\_\_\_%) of the area of the property described in *Exhibit A* attached hereto and by this reference incorporated herein, petition the Honorable Mayor and the City Council of the City of Richland, Washington, to form a local improvement district for the purpose of constructing sewer and water main lines with service stubs. These improvements shall be paid for by assessments against the property specially benefited thereby. Actual assessments may vary from assessment estimates as long as they do not exceed a figure equal to the increased true and fair value the improvement adds to the property.

Signatures of Petitioners:

 (signature)	11/26/2014 (date)	Dustin Mahaffey (printed name)	
<hr/>			
	Richland	WA	99352
(street address)	(city)	(state)	(ZIP code)

**Property Description: Parcel ID #1-1188-201-3177-002**

**DJG Land LLC**

**This document is one of a number of like documents, all of which together constitute the Petition for Formation of a Local Improvement District.**



## LOCAL IMPROVEMENT DISTRICT PETITION FORM

PETITION TO THE HONORABLE MAYOR AND THE CITY COUNCIL OF THE CITY OF RICHLAND, WASHINGTON, FOR THE FORMATION OF A LOCAL IMPROVEMENT DISTRICT TO PROVIDE FOR THE CONSTRUCTION OF THE IMPROVEMENT DESCRIBED HEREIN.

We, the owners according to the records of the Benton County Auditor of a majority (\_\_\_\_%) of the area of the property described in *Exhibit A* attached hereto and by this reference incorporated herein, petition the Honorable Mayor and the City Council of the City of Richland, Washington, to form a local improvement district for the purpose of constructing sewer and water main lines with service stubs. These improvements shall be paid for by assessments against the property specially benefited thereby. Actual assessments may vary from assessment estimates as long as they do not exceed a figure equal to the increased true and fair value the improvement adds to the property.

Signatures of Petitioners:

<u>Duane LaPiente</u>	<u>12-29-14</u>	<u>DUANE LAPIENTE</u>
(signature)	(date)	(printed name)
<u>Richland</u>	<u>WA</u>	<u>99352</u>
(street address)	(city)	(state) (ZIP code)

**Property Description:** a portion of Parcel ID #1-1188-100-0006-000 – specifically, for the purpose of the LID improvements only the northerly 4.3 acres of this parcel will be serviced by City water and sewer utilities. A future parcel segregation will separate this area from the larger parcel.

**Del Rey Development Company Inc**

**This document is one of a number of like documents, all of which together constitute the Petition for Formation of a Local Improvement District.**



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

**Subject:**

Resolution No. 22-15, Approving an Interlocal Agreement with Benton County for Solid Waste Program

Department:  
Public Works

Ordinance/Resolution Number:  
22-15

Document Type:  
Resolution

**Recommended Motion:**

Adopt Resolution No. 22-15, authorizing the City Manager to sign and execute an agreement with Benton County for the Solid Waste Program.

**Summary:**

State law requires counties to complete and administer plans for solid waste services within their boundaries. Cities may participate in the process by joining a county-wide planning effort or creating their own plan. Washington State provides grant funding to counties to support preparation and administration of the solid waste plans. Since the 1990's the City has joined the county-wide through an interlocal agreement. Over that period the grant funds have been targeted at household hazardous waste management as the primary County-wide program.

Benton County, and the incorporated cities within the county, completed the latest update to their solid waste plan in 2013. The plan includes Richland's 2011 Solid Waste Management Plan as an appendix. The County's plan received Washington State Department of Ecology approval in 2014, thus ensuring access to State grant funds for County-wide programs and independent City initiatives.

The proposed interlocal agreement renews the City's commitment to participate in the County-wide programs for calendar year 2015. Staff recommends Council approval of the interlocal agreement because of the services available to Richland residents and the potential for future funding to support Richland initiatives.

Fiscal Impact:  
Yes

Benton County solid waste programs are funded by a combination of Washington State grant funds and local matching funds. The State grant funds provide seventy-five percent (75%) of program costs, while the local government partners provide the twenty-five percent (25%) matching funds. Each local government contributes to the matching funds based on its population. Richland's annual matching funds requirement is \$27,000, which is funded by Solid Waste Utility rates. The \$27,000 is included in the 2015 Solid Waste Utility budget and no additional funding is needed to support the proposed agreement.

**Attachments:**

1. Resolution 22-15, Benton County Solid Waste Program
2. Interlocal Agreement

## RESOLUTION NO. 22-15

A RESOLUTION of the City of Richland authorizing the City Manager to execute an interlocal agreement with Benton County and the Cities of Kennewick, West Richland, Benton City and Prosser for administration and implementation of the Benton County Solid Waste and Moderate Risk Waste Plan.

WHEREAS, the Washington State Legislature, pursuant to provisions of RCW 70.95, enacted legislation, the purpose of which is to establish a comprehensive state-wide program for solid waste handling, and solid waste recovery and/or recycling which will prevent land, air and water pollution and conserve the natural, economic, and energy resources of this state; and

WHEREAS, pursuant to the provisions of RCW 70.95.080 each county within the state, in cooperation with the various cities located within such county, shall prepare a coordinated comprehensive solid waste and moderate risk waste management plan; and

WHEREAS, Benton County, in cooperation with the Cities, has prepared the Benton County Solid Waste and Moderate Risk Waste Plan (Plan), which includes the City of Richland's Solid Waste Management Plan; and

WHEREAS, the 2013 Benton County Solid Waste and Moderate Risk Waste Plan has been approved by the participating Cities and the Washington State Department of Ecology; and

WHEREAS, Washington State awards a funding grant to Benton County for the purpose of administration and implementation of the Plan; and

WHEREAS, the City and its residents receive valuable services through the County's administration and implementation of the Plan; and

WHEREAS, by contributing a population-based contribution to the matching funds required for the County's access to the Washington State grant funds, the City's residents are provided County-sponsored solid waste services, typically at no cost; and

WHEREAS, the City participates in the Benton County Solid Waste Advisory Committee, thereby influencing the delivery of services provided by the County; and

WHEREAS, the proposed interlocal agreement authorizes the City's participation in the County solid waste programs for calendar year 2015.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to execute an interlocal agreement with Benton County and the Cities of Kennewick, West Richland, Benton City and Prosser for administration and implementation of solid waste programs for calendar year 2015.

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 17<sup>th</sup> day of February, 2015.

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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

INTER-LOCAL AGREEMENT  
REGARDING SOLID WASTE MANAGEMENT  
BENTON COUNTY

This Agreement addresses City-County joint participation in the countywide Solid Waste Plan and joins public agencies to exercise their powers, thereby maximizing their ability to provide services and facilities which will best fulfill the needs of the community as a whole, and is made and entered into effective the first day of January 2015, by and between Benton County, a political subdivision of the State of Washington, hereafter referred to as the Lead Agency, and the cities of Benton City, Kennewick, Richland, Prosser, and West Richland, political subdivisions of the State of Washington, and hereafter referred to as Participating Jurisdictions. The Participating Jurisdictions and Lead Agency may be referred to herein collectively as the Parties, also referred to as the Solid Waste Advisory Committee (SWAC).

I. RECITALS

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

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

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

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

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

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

## II. AGREEMENTS

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

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

### A. AUTHORITIES

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

### B. PURPOSE

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

### C. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

#### D. LOCAL ADOPTION OF PLAN

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

#### E. PLAN IMPLEMENTATION

Interlocal Agreement – 2015  
Benton County Solid Waste Management

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

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

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

#### G. REGIONAL PLANNING AREA

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

#### H. ROUTINE OPERATING AGREEMENT IMPLEMENTATION

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

#### I. SOLID WASTE PROGRAM BUDGET

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

#### J. FAIR SHARE

The Parties agree to pay a Fair Share of the administration, planning and operation of the Solid Waste Program, as determined and voted-on by the SWAC and approved by the Benton County Commissioners. Said Fair Share shall be a percentage of

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

#### K. DISBURSEMENT OF ASSETS AND DEBTS

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

#### L. DURATION

This Agreement shall commence on the date set forth above and will continue in effect for one (1) year to December 31, 2015, or until superseded by another Interlocal Agreement. As stipulated within RCW 70.95.110(1), each Plan shall be maintained in a current condition and reviewed and revised periodically as may be required by the WDoE. Upon each review such plans shall be extended to show long-range needs for solid waste handling facilities for twenty (20) years in the future, and a revised implementation schedule and implementation budget for six (6) years in the future.

#### M. REVIEW AND RENEGOTIATION

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

#### N. TERMINATION

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

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

O. WAIVER

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

P. ENTIRE AGREEMENT

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

Q. SEVERABILITY

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

FOR THE CITY OF BENTON CITY, WASHINGTON.

\_\_\_\_\_  
Lloyd Carnahan, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Stephanie Haug, CMC, City Clerk/Treasurer

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Lee Kerr, City Attorney

\_\_\_\_\_  
Date

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

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: \_\_\_\_\_

FOR THE CITY OF KENNEWICK, WASHINGTON.

\_\_\_\_\_  
Steve C. Young, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Linda C. Spier, Deputy City Clerk

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Lisa Beaton, City Attorney

\_\_\_\_\_  
Date

I certify that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steve C. Young and Linda C. Spier, to me known to be the Mayor and Deputy City Clerk, respectively, of the City of Kennewick, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of the City of Kennewick.

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 Kennewick  
My commission expires: \_\_\_\_\_

FOR THE CITY OF PROSSER, WASHINGTON.

\_\_\_\_\_  
Paul Warden, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Rachel Shaw, City Clerk

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Howard Saxton, City Attorney

\_\_\_\_\_  
Date

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

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: \_\_\_\_\_

FOR THE CITY OF RICHLAND, WASHINGTON.

\_\_\_\_\_  
Cindy Johnson, City Manager

\_\_\_\_\_  
Date

Attest:

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

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Heather Kinztley, City Attorney

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Notary Public in and for the State of  
Washington residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

FOR THE CITY OF WEST RICHLAND, WASHINGTON.

\_\_\_\_\_  
Brent Gerry, City Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Julie Richardson, City Clerk

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Bronson Brown, City Attorney

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Notary Public in and for the State of  
Washington residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

FOR BENTON COUNTY, WASHINGTON.

\_\_\_\_\_  
James Beaver, Chairman  
Board of County Commissioners

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Date

I certify that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James Beaver, to me known to be the Chairman of the Board of Commissioners for Benton County, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of Benton County.

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

\_\_\_\_\_  
Notary Public in and for the State of  
Washington residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 4 - Targeted Investments

**Subject:**

Resolution No. 23-15, Approving 2015 Business License Reserve Funding Agreements

**Department:**

Community & Development Services

**Ordinance/Resolution Number:**

23-15

**Document Type:**

Contract/Agreement/Lease

**Recommended Motion:**

Adopt Resolution No. 23-15, authorizing the city staff to sign and execute agreements for funding from the Business License Reserve Fund.

**Summary:**

The Business License Reserve is funded through business license fees for the purpose of developing the City core, tourism, general economic development, capital expenditures for community improvements, and the prevention of blight. RMC specifies what types of organizations are eligible to use funds. The organizations include Tri-Cities Regional Chamber of Commerce, Tri-Cities Visitors and Convention Bureau, business improvement districts (within the City of Richland), and City of Richland departments.

The determination of the appropriate groups to be awarded these funds shall be made by the Richland City Council based upon recommendations to the Council by the Economic Development Committee.

Historically, the allocation of funds for this program has occurred in or around October for the upcoming year. Staff is adjusting the application window for the Business License Reserve Fund to coordinate with the reconciliation of funds from the previous year, rather than presenting a contingent recommendation to the City Council and Economic Development Committee.

Determination of funds available is based on a combination of the existing fund balance, previous allocations that carry over and expected revenue. The funds available in 2015 are \$ 306,809.20. The awards for 2015 are \$231,000 plus \$12,311 carried over from the previous year. An additional application cycle will occur during the second quarter to allocate remaining funds.

**Fiscal Impact:**

Approval of this recommendation by City Council will result in the expenditure of up to \$231,000 from Business License Reserve Funds. Those funds not expended in 2015 will be available for project funding in the following year.

**Attachments:**

1. Res. No. 23-15, Business License Reserve Fund Recommendations
2. 2015 Business License Reserve Fund Memo
3. 2014 Business License Reserve Fund Year End
4. October 27, 2014 EDC Minutes

RESOLUTION NO. 23-15

A RESOLUTION of the City of Richland awarding the distribution of Business License Reserve Funds.

WHEREAS, City Council established a reserve funded through a portion of fees for business licenses which is to be used to promote business activities for the purposes of core development, tourism, general economic development, capital expenditures for community improvements, and the prevention of blight RMC 5.04.385; and

WHEREAS, City staff estimates approximately \$304,498.58 to be available for projects in 2015; and

WHEREAS, City staff solicited applications for projects to be considered by the Economic Development Committee and City Council for funding in 2015; and

WHEREAS, at their October 27, 2014 meeting, the Economic Development Committee provided a positive recommendation to allocate \$231,000 toward projects that are determined eligible under RMC 5.04.385, 5.04.386, and 5.04.387 as further described in the Business License Reserve Fund Project Application List attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland finds and declares that Business License Reserve Funds available in 2015 shall be made available as provided in the attached project list.

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 17<sup>th</sup> day February, 2015.

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

ATTEST:

APPROVED AS TO FORM:

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

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

## ATTACHMENT

Commercial (Façade) Improvement Grant	\$ 100,000
Tri-City Regional Chamber - Live @ 5	\$ 11,000
Uptown Business Imp - Chalk Art Festival	\$ 5,000
Parkway Business Imp - Live Music	\$ 5,000
COR - Newspaper Marketing Campaign	\$ 15,000
Uptown Murals Phase 2	\$ 20,000
Parks Jon Dam Plaza Stage & Seating	\$ 60,000
Design Assistance Program	\$ 15,000
Total	\$ 231,000

**MEMORANDUM**

TO: City Council

FROM: Redevelopment Development Division

DATE: February 17, 2015

SUBJECT: Business License Reserve Fund Grant Application Review

**ISSUE:**

The application window for Business License Reserve Fund grants closed this month. The issue is the review and recommendation of applications to award for the 2015 calendar year.

**RECOMMENDATION:**

That the Economic Development Committee recommends to City Council that they approve the applications for business license reserve fund grants as follows:

Commercial Improvement Grant	\$100,000
Tri-City Regional Chamber - Live @ 5	\$11,000
Uptown Business Imp - Chalk Art Festival	\$5,000
Parkway Business Imp - Live Music	\$5,000
COR - Newspaper Marketing Campaign	\$15,000
Uptown Murals Round 2	\$20,000
John Dam Plaza Stage and Seating	\$60,000
Design Assistance Program	\$15,000
<b>Total Awards:</b>	<b>\$231,000</b>

**BACKGROUND:**

The Business License Reserve is funded through business license fees for the purpose of core development, tourism, general economic development, capital expenditures for community improvements, and the prevention of blight. RMC specifies what types of organizations are eligible to use funds. The organizations include Tri-Cities Regional Chamber of Commerce, Tri-Cities Visitors and Convention Bureau, business improvement districts (within the City of Richland), and City of Richland departments.

The determination of the appropriate groups to be awarded these funds shall be made by the Richland City Council based upon recommendations to the Council by the Economic Development Committee.

Historically, the allocation of funds for this program has occurred in or around October for the upcoming year. Determination of funds available is based on a combination of the existing fund balance, previous allocations that carry over and expected revenue. The funds available in 2015 are \$ 306,809.20. The awards for 2015 are \$231,000.00 plus \$12,311 carried over from the previous year. An additional application cycle will occur during the second quarter to allocate remaining funds.

Additionally, staff is adjusting the application window for the Business License Reserve Fund to coordinate with the reconciliation of funds from the previous year, rather than presenting a contingent recommendation to the City Council and Economic Development Committee.

### **2015 APPLICATIONS FOR FUNDING:**

1. City of Richland, Economic Development Office, Commercial Improvement Program: This program requests \$100,000 in funds to be made available for 2015 Improvement Program applicants.
2. Tri-Cities Regional Chamber of Commerce Live @ 5: This is an annual program requesting \$11,000. (This reflects an increased cost for police coverage during the event)
3. Uptown Business Improvement District Chalk Art: This is an annual program requesting \$5,000.
4. Richland Parkway Business Improvement (Farmer's Market) Music in the Parkway: This is an annual program requesting \$5,000. (This reflects allows increased musicians participating during market days)
5. City of Richland Marketing & Communications Newspaper Marketing Campaign: This is an annual city program requesting \$15,000.
6. Uptown Business Improvement District Uptown Murals: The murals installed in 2014 caused increased interest from other businesses in the Uptown, so they are requesting \$20,000 for an additional 3-4 murals.
7. City of Richland Economic Development Office Design Assistance Program: After an experimental cut in this program last year, staff determined that there were reduced applications because this preliminary assistance was unavailable \$15,000.
8. City of Richland Parks and Facilities John Dam Plaza Stage and Seating: This will support the upgrade of the John Dam Plaza Stage and Seating area \$60,000.

The total awards are \$231,000. This leaves \$63,498.58 in funds in reserve.

## **2015 AWARDS**

### **2015 Funding Summary**

<b>Source of Funds</b>	
2014 Contributions	\$126,080.17
Unspent 2014 Funds	\$168,418.41
Allocated 2014 Funds	\$12,310.62
2015 Beginning Balance	\$306,809.20
<b>Expected Expenditures</b>	
2015 Allocations	-\$243,310.62
Remaining Reserve	\$63,498.58

### **2015 Requested Funding Detail**

<b>Description</b>	<b>2015 Awards</b>	<b>2014 Carryover</b>	<b>2014-2015 Allocation</b>	<b>2015-2016 Allocation</b>
Commercial Improvement Grant Tri-City Regional Chamber - Live @ 5	100,000	10,000	(10,000)	(100,000.00)
Uptown Business Imp - Chalk Art Festival	11,000	-	-	(11,000.00)
	5,000	-	-	(5,000.00)
Parkway Business Imp - Live Music COR - Newspaper Marketing Campaign	4,800	-	-	(4,800.00)
	15,000	-	-	(15,000.00)
Murals Round 2	20,000	-	-	(20,000.00)
John Dam Plaza	60,000	2311	(2,311)	(60,000.00)
Design Assistance Program	15,000	-	-	(15,000.00)
<b>Total</b>	<b>231,000</b>	<b>12,311</b>	<b>(12,311)</b>	<b>(231,000.00)</b>

### **FISCAL IMPACT:**

Approval of this recommendation by City Council will result in the expenditure of up to \$231,000 from Business License Reserve Funds. Those funds not expended in 2015 will be available for project funding in the following year.

### **APPLICABLE CODE:**

#### *5.04.385 UTILIZATION OF BUSINESS LICENSE FEE REVENUES.*

A reserve to be known as the business license reserve is hereby created. The reserve will be based upon the following formula: an average of the actual prior two years' business license fees revenues will establish the base annually. Of this average figure, 22 percent will be reserved and accumulated annually. Reserves will be utilized to promote business activities for the purposes of core development, tourism, general economic development, capital expenditures for community improvements, and the prevention of blight. [Ord. 17-90; Ord. 18-91; Ord. 15-08].

#### *5.04.386 ORGANIZATIONS QUALIFIED TO USE BUSINESS LICENSE RESERVES.*

Organizations qualified to use the funding reserved and accumulated in the categories as listed above shall include the Tri-Cities Regional Chamber of Commerce, the Tri-Cities Visitors and Convention Bureau, and business improvement districts. These groups shall have as their charter the enhancement of the local business community and the improvement of the environs of the city of Richland. The determination of the appropriate groups to be awarded these funds shall be made by the Richland city council based upon recommendations to the council by the economic development committee which shall review the applications submitted to them. The economic development committee shall develop a set of guidelines for the selection of the recipients, said guidelines to be approved by the city attorney and accepted by the city council. [Ord. 17-90; Ord. 15-08; Ord. 09-13 § 1.01].

#### *5.04.387 CITY OF RICHLAND DEPARTMENT USE OF BUSINESS LICENSE RESERVES.*

1. City of Richland departments are also eligible for use of business license reserves for program or capital expenditures that meet the criteria as set forth in RMC 5.04.385 and as recommended by the economic development committee as set forth in RMC 5.04.386. [Ord. 15-08; Ord. 09-13 § 1.02].



## MEMORANDUM

TO: City Council  
FROM: Redevelopment Development Division  
DATE: January 26, 2015  
SUBJECT: 2014 Business License Reserve Fund  
ITEM #: 1

**ISSUE:**

2014 Business License Reserve Fund Summary Report

**RECOMMENDATION:**

Shift the Business License Reserve Fund Application Period to January to coincide with end of the year's programs and the reporting of the new fiscal year's funds available.

**BACKGROUND:**

At the October 27, 2014 Economic Development Committee Meeting, Commissioners requested a more in-depth report on each Business License Reserve funded project to help assess the success of each program and to assist in determining which programs to recommend for funding the future.

**FISCAL IMPACT:**

NA

**FINDINGS:**

NA

**APPLICABLE CODE:**

*5.04.385 UTILIZATION OF BUSINESS LICENSE FEE REVENUES.*

A reserve to be known as the business license reserve is hereby created. The reserve will be based upon the following formula: an average of the actual prior two years' business license fees revenues will establish the base annually. Of this average figure, 22 percent will be reserved and accumulated annually. Reserves will be utilized to promote business activities for the purposes of core development, tourism, general economic development, capital expenditures for community improvements, and the prevention of blight. [Ord. 17-90; Ord. 18-91; Ord. 15-08].

*5.04.386 ORGANIZATIONS QUALIFIED TO USE BUSINESS LICENSE RESERVES.*

Organizations qualified to use the funding reserved and accumulated in the categories as listed above shall include the Tri-Cities Regional Chamber of Commerce, the Tri-Cities Visitors and Convention Bureau, and business improvement districts. These groups shall have as their charter the enhancement of the local business community and the improvement of the environs of the city of Richland. The determination of the appropriate groups to be awarded these funds shall be made by the Richland city council based upon recommendations to the council by the economic development committee which shall review the applications submitted to them. The economic development committee shall develop a set of guidelines for the selection of the recipients, said guidelines to be approved by the city attorney and accepted by the city council. [Ord. 17-90; Ord. 15-08; Ord. 09-13 § 1.01].

*5.04.387 CITY OF RICHLAND DEPARTMENT USE OF BUSINESS LICENSE RESERVES.*

City of Richland departments are also eligible for use of business license reserves for program or capital expenditures that meet the criteria as set forth in RMC 5.04.385 and as recommended by the economic development committee as set forth in RMC 5.04.386. [Ord. 15-08; Ord. 09-13 § 1.02].

## **ATTACHMENTS**

Exhibit A – Detailed Report on 2014 Business License Reserve Fund projects.

# Exhibit A

## City of Richland – Marketing Campaign

The City's Tourism Committee, a subcommittee of the Economic Development Committee, would like to promote Richland events in eastern Oregon newspapers and on the radio. The project should increase interest in Richland through a consistent look while providing current events. The campaign would be monthly during the off season months and could increase in frequency for the peak season when more activities are taking place.

The marketing campaign correlates directly with the Passport Program and encourages readers to come and enjoy all that Richland has to offer for activities and shopping. The campaign is designed so that local businesses can "add-on" to the advertisement while keeping the look consistent. It also includes Radio Advertising to Northeast Oregon.

Staff requested a summary of impressions received for the investment. Unfortunately, the numbers are not available for 2014. Although the Communications and Public Information Office has not tracked the data in the past, they have expressed the ability to establish a process for collecting the data in 2015.

Specific information to be included will be the total number of impressions, number of businesses participating in the add-on advertising, and an estimated conversion rate.

## City of Richland – Commercial Improvement Program

The Commercial Improvement Program has been an important tool to help leverage private funds to reinvest in deteriorating properties. The CIP is an ongoing program that has provided up to \$10,000 on a 50% matching basis to businesses or property owners or business owners who invest in eligible exterior improvements to their business location. In 2014, there were four inquiries to the program, only one project was awarded funds. Inquiries for funding included a new Yoga studio in downtown, but the request was to provide interior improvements, which do not qualify. Atomic Ale inquired about the program as well, but wanted to complete the project prior to applying for funds, disqualifying the application. The VFW inquired and completed an application, but failed to provide sufficient plans to approve the project. Additional businesses that would likely be eligible for funding inquired about the program but determined they were not yet ready to apply for funds.

Previously funded projects that were completed in 2014 include Two Bits and a Bite on Torbit, 735 The Parkway, Malley's, Dr. Ambrad Chalela's medical office on Williams, and Castle Catering also on Williams.





## Tri City Chamber of Commerce – Live at 5

Live @ 5 concerts have been running for 11 years. It's a series of free live evening concerts held for 9 weeks at John Dam Plaza in Richland. The concerts include promotions for restaurants and retail shops in Richland and many of the participating vendors provide give-aways to attendees as part of their annual marketing plans. Live @ 5 also provides a venue for non-profit groups to raise awareness for their programs and organizations.

- 2013 attendance was estimated at over 13,000.
- 2014 attendance was estimated at 22,500

Estimates are based on 2500-3000 attendees at Live @ 5 each Thursday in 2014. There were 9 Thursday Concerts in 2014. Regular vendors include food and fun vending booths and non-profit informational booths. Typically there 15 vendors and 8 non-profits represented at the event.

Activities included:

- A new local/regional band each week
- Food Vendors
- Retail Vendors
- RV & Automotive Vendors
- Beer & Wine Garden
- Bouncy Houses for the Kids
- Balloon Animals for the Kids
- Learning Activities for Kids put on by sponsors
- Face painting
- Non-profit groups promoting their cause, fundraising
- 70 Year Birthday Celebration for Kadlec during one of our Live @ 5 Concert nights
- Cool Desert Nights and Hogs & Dogs participants join our concerts before and after their respective events

## Richland Parkway Business Improvement – Music in the Parkway

The Richland Parkway Business Improvement manages the Market at the Parkway (Richland Farmer's Market). The Business License Reserve Fund helped provide funds for live music at the Parkway during the Farmer's Market. This programs helps cultivate entrepreneurial activity in the arts by providing a paying event for local musicians. The program has been successful during the growth of the Farmer's Market and now includes two musicians at each Market, which provides music throughout the area of the Market.

In 2014, RPBI hosted twenty-one (21) weeks of the Market. Each week musicians played on both stages (one on the north end, the other on the south end of the Market area). There were seventeen (17) different musical groups that played during the season. Total payments to the musicians was \$7300, averaging \$348 per week (\$174 per stage).

The music helps to set the atmosphere for the farmer's market and makes for a more pleasant shopping experience. The Market hosts seventy-three vendors (73) on Market Fridays during the peak season (mid-summer). Even during the low end of the season, fifty-two (52) vendors are featured at the market.

The average number of vendors is in the high 60. In addition to the vendors, four or five booths feature non-profits and four to seven booths feature Parkway merchants.

Attendance is one of the strongest features of the farmer's market. Average attendance was 5,480 visitors per week; season attendance was 115,079. The highest single day was 7,701 people counted on June 20th. Visitors spent over \$688,000 with the market vendors. Which averages to \$6.16 per person.

Weekly average attendance was up on more than 300 persons compared to 2013. Total season sales was up by \$90k.

## City of Richland – Dark Fiber Extension Program

On November 19, 2013, the City Council approved the Economic Development Committee's recommendation for allocation of Business License Reserve Funds in the amount of \$100,000 for the City of Richland's Broadband Initiative. As referenced in the grant application, during 2013-2014 the City of Richland constructed a \$2.3 million fiber optic backbone throughout the City. The backbone was constructed to service the broadband needs of the City infrastructure, the municipally-owned utilities, and the Richland School District.

The fiber backbone was built with additional capacity to incentivize greater access to broadband through the use of third-party dark fiber lease agreements. Dark fiber lease agreements provide retail service providers, and others, the ability to take advantage of the excess capacity of the fiber backbone to extend connectivity via lateral extensions. The City splits the up-front capital cost (50%) of the extension with the lessee and requires a 3-5 year lease to recover the additional cost. The grant monies received in late 2013 were meant to accomplish the following:

1. Provide starting capital to allow for fiber extension builds.
2. Combine with the Hanford Area Economic Investment Fund Loan, \$150,000 to reimburse previously incurred costs to allow for future expansion of broadband.

From November 2012 through November 2014, the City has spent \$207,365 on construction of fiber optic extensions to provide for service to the following locations:

1. Various Cell Towers
2. Columbia Basin College, 891 Goethals
3. Pacific Northwest National Laboratory
4. GESA Credit Union
5. Verizon Cell Towers
6. T-Mobile Cell Tower
7. Homewood Suites, 1060 George Washington Way
8. Community First Bank, 1060 Jadwin Avenue
9. Hampton Inn, 486 Bradley Boulevard

The City continues to receive a significant number of requests, 6-10 per month, for pricing of dark fiber leases throughout the City. The \$100,000 Business License Reserve Fund Grant has allowed the City to invest fiber extensions, allowing for greater access to broadband to a variety of significant entities within the City. It is anticipated that as the City continues to invest in broadband in the LRF area the demand for dark fiber extensions will continue to grow.

## Uptown Business Improvement District – Chalk Art Festival

Partnering with the City of Richland, Uptown Richland was able to once again host the Annual Chalk Art Festival. The second Saturday in June 2014 saw about two hundred and eighty "Chalkers" arrive to transform the mundane sidewalks of the Uptown into works of art.

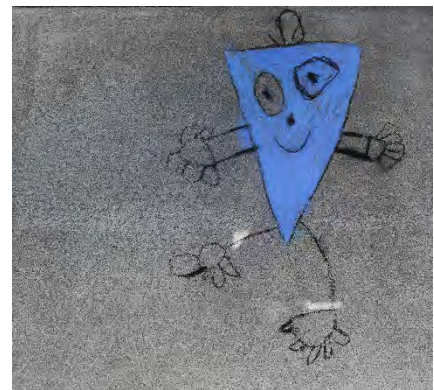
The all ages, family fun, nature of the event was underscored by the many "Chalkers" in our youngest categories.

This year the event extended later into the day with the addition of an "Art Walk" in host businesses following the judging. Thanks to an incredible scramble by our photographer, pictures of the winners were printed and displayed even as the winners were announced.

The evening cleanup by The Young Marines was greatly enhanced by the City's assistance with access to water.

Chalk Art 2014 had great press coverage and tremendous public turnout.

This and other events in Richland's Central Business District would be difficult, if not impossible, without the support of the City. These activities give back to the community and enrich life in Richland. The Uptown Business Improvement District would like to express its appreciation for the City of Richland as a great partner.



## City of Richland – Tulip Lane Lights

This project was a set-aside for the Wineries to work together and fund a Local Improvement District to provide for lighting along tulip lane that reflected the character of the wineries. The wineries would like to form the group at a later date and return with a request for funding at that time.

## Uptown Business Improvement District – Murals

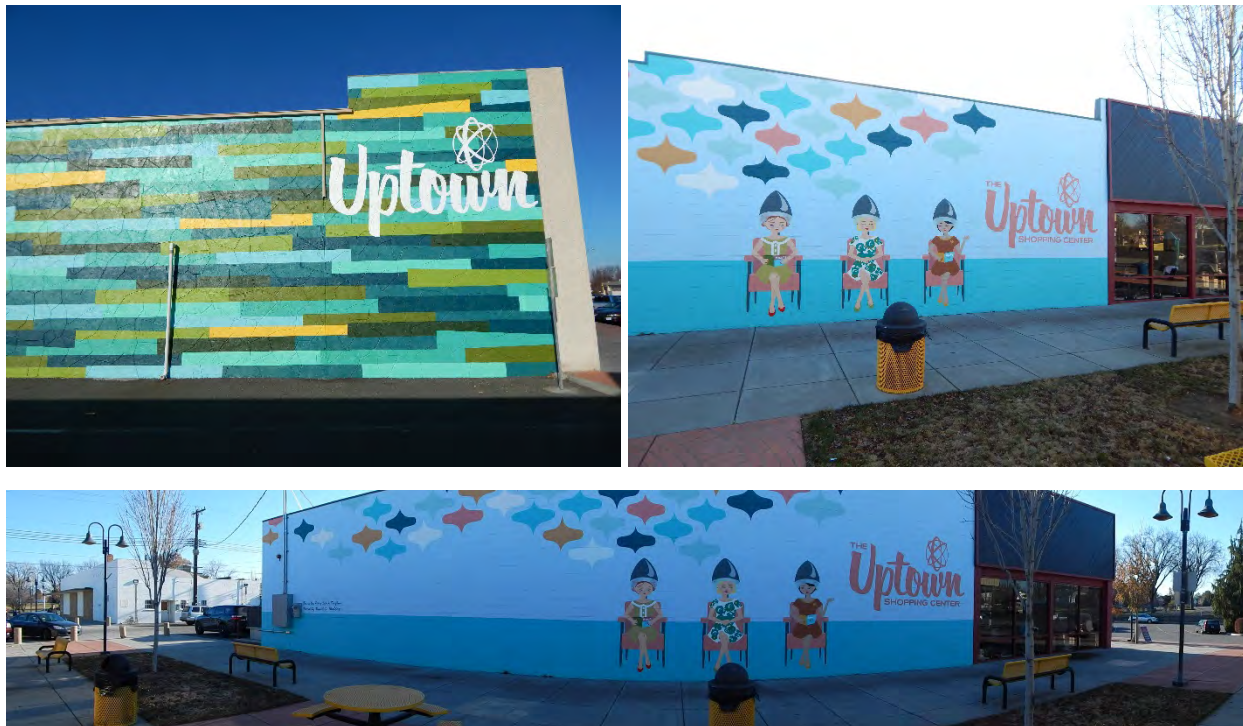
The Uptown Mural Project has shown itself to be a BLRF success story.

Begun nearly three years ago, the City of Richland spearheaded the mural program by contracting with local artist, Amy Lynn Taylor of &Yet, LLC, to design retro-inspired images that were large enough and detailed enough to become the new backdrop of the Uptown Shopping Center.

The merchants and the Uptown Business Improvement District board loved the designs and even took the bold move to adopt the new “Uptown” logo that Amy designed as their masthead. The selection of an artist and finalization of contracts took more time than anticipated, but by June of 2014, paint was on the walls! “Salon”, an image of three ladies having their coifs attended to, was the first mural. It is located on the north side of the Academy of Cosmetology and was completed in July. Adventures Underground hosted the next mural in the series, boasting a bold, green and gold brick pattern and the updated Uptown logo. This mural has become a favorite photo op location of many people visiting the Uptown.

Artist David Mullins was selected by the Richland Arts Commission as the primary artist for the Uptown mural project. He lives in Kennewick and has been extremely helpful during the installation process and even returned to the mural sites in December to help clean up a graffiti incident.

The second phase of the mural project will begin in early spring with a mural on the building that is home to The Amber Rose clothing consignment store.





## City of Richland – SizeUp LBI

The Economic Development Division determined that the SizeUp LBI tool was effective at providing a resource to small businesses via the City's website that would help them leverage demographic information to help them market their business. The program is now included as part of the division's annual budget.

## City of Richland – Jon Dam Plaza Sidewalk Upgrades

The John Dam Plaza sidewalks are part of a larger redevelopment plan for John Dam Plaza. The Council has awarded \$500,000 of Lodging Tax dollars for the stage and amphitheater seating area and HAPO has pledged \$300,000 over the next ten years. The goal for 2015 is to have the stage and seating area (the area within the sidewalk) completed by June 18, 2015. Together with the sidewalks, these improvements will provide a venue to host larger concerts and provide an outdoor venue for other types of live performances. The improvements will improve the appearance of the park and increase the desire of event promoters to utilize the space. In 2014 John Dam Plaza hosted nine privately sponsored large special events, the Live @ 5 concert series, the City's Family Movie Night and Winterfest. In 2015 our goal is to increase the number of private special events and promote additional outdoor performances.





## MINUTES

**Economic Dev. Committee Special Meeting**      **No. 14-10**  
**City Manager Conference Room – 975 George Washington Way**  
**Wednesday, October 27, 2014 ~ 4:00 p.m.**

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### CALL TO ORDER

Chairman Sako called the meeting to order at 4:02 pm

### ATTENDANCE:

Chairman Sako, Vice-Chairman Spanner, Committee Members Bricker, Hawkins, Mahler, Qu and VanDevender were present; Member Mitchell was excused. Also present were Deputy City Manager King, Redevelopment Supervisor Brian Moore and staff member Pam Bykonen.

### APPROVAL OF THE AGENDA

**Chairman Sako** presented the agenda for approval.

The agenda was approved as presented.

### APPROVAL OF THE MINUTES

**Chairman Sako** presented the minutes from the September 22, 2014 regular meeting for approval. A scrivener's error was noted on page one regarding date of the minutes that were approved.

The minutes of September 22, 2014 were approved as amended.

### CALL TO THE PUBLIC

**Chairman Sako** asked if there were any members of the public who wished to speak at this time. Seeing none, he closed this portion of the meeting.

### PRESENTATIONS

*A Brief Overview of How Richland Acquires Property* - **Mr. King** provided a history of land acquisitions the City of Richland has made over the years, from the initial property deeded to the city from the Department of Energy at the time of incorporation, to more current land acquisitions that had been purchased, donated or came into the City's possession through defaults on Local Improvement Districts (LIDs). The City is working with TRIDEC and the Port of Benton to acquire land north of the city. Other properties in the downtown area are also being explored as purchase options.

### NEW BUSINESS

**1. Business License Reserve Fund 2014 Fall Cycle:** **Mr. Moore** presented funding requests to the committee for the Fall Cycle Business License Reserve Fund (BLRF). The 2015 balance of the fund is approximately \$255,000 available for funding opportunities (including \$154,000 in 2014 carryovers). Requests for allocations in 2015 are as follows:

- \$100,000 to the City of Richland Commercial Improvement Program (CIP).
- \$11,000 for the Tri-City Regional Chamber of Commerce *Live @5* summer concert series.
- \$5,000 for the Uptown Business Improvement District's annual chalk art contest.
- \$5,000 for the Richland Parkway Business Improvement (Farmers Market) for live music at the market.
- \$15,000 for the City of Richland marketing campaign/tourism advertisements.
- \$20,000 for Phase II of the Uptown Business Improvement District's mural project.
- \$5,000 for the Economic Development department's license for Size Up LBI.
- \$60,000 for Richland Parks & Facilities riverfront trail improvements.
- \$15,000 for the Design Assistance program.

**Members Hawkins** and **Mahler** expressed interest in learning more about how funds are utilized for the City of Richland marketing program and what the return on investment is. **Mr. Moore** said he would request a report from the marketing staff on advertising outcomes. There was general discussion regarding the use of radio marketing and other means of tourism outreach. **Mr. Moore** offered to request a 50/50 split of print and radio marketing in the funding recommendation.

**Mr. Moore** clarified the request for trail improvements and offered to request Parks & Facilities utilize the grant funds for lighting improvements in Howard Amon Park where lighting is lacking instead of improvements to undeveloped portions of the trail that would likely be changed in the future. He added that funding would not be allocated to this project if Parks & Facilities was not able to use the funds for lighting in Howard Amon Park.

Staff recommends approval of the funding opportunities listed with the requests discussed with the exception of \$5,000 for Size-Up LBI as it was included in the department's 2015 budget. The total amount requested from the 2015 Business License Reserve Fund (BLRF) is \$251,000 leaving a balance of \$28,000 of unallocated funds. This item is expected to be presented to City Council for approval in early 2015.

**A motion was made by Vice-Chairman Spanner and seconded by Member Hawkins to make a positive recommendation to Richland City Council to approve the 2015 BLRF funding requests as provided in the updated budget summary.**

**The motion carried 7-0.**

## **ANNOUNCEMENTS**

**1. Council Liaison** – No report at this time.

**2. Tourism** – **Chairman Sako** reported that Geocache events in 2015 are planned to be larger than in the past. **Vice-Chairman Spanner** added that the last American

Empress Riverboat excursion for the season will be this week. It is hoped to have the American Empress 2015 schedule updated to include Labor Day weekend and the Tumbleweed Music Festival.

**3. Research District Report – Vice-Chairman Spanner** reported:

- A new pub called “That Place” has opened in the Research District off Stevens Drive. The Joe Wallins seminar on Washington State’s new law for crowdfunding for equity will be held in the Energy Northwest auditorium on November 18 at 4:00PM. Fuse and YPTC will host.
- Tri-City Start-Up Weekend was held on October 12. The event was sponsored by the Research District and held at CBC. The winning team had developed an accelerometer and the second place team came up with a device to help produce more consistent home-brewed beer. This team was from the Spokane area which was not in violation of the Start-Up Weekend rules but invited a discussion on the need to update/clarify the rules.
- Several makerspaces/hackerspaces are forming in the Tri-City area. Contact Richland Public Library manager, Ann Roseberry, if more information is needed.

**4. Young Professional Tri-Cities – Member Mahler** reported:

- Three companies from prior Start-Up Weekends will be launched in November. He added that the next Start-Up Weekend is planned for spring 2015 but it is being considered to hold the event once a year versus twice a year. Mr. Mahler reminded board members of the Board Ready program and encouraged all to look to graduates of this program to serve on other non-profit boards that EDC members work with.
- Fuse, a co-working space, will open their doors November 3<sup>rd</sup>. Their office is located at 710 George Washington Way, Suite A, Richland.

**5. Staff Liaisons:**

**a. Mr. King** reported that city staff met with the incoming Lt. Colonel who will direct the region’s Army Corps of Engineers (Walla Walla). He also reported that the City of Richland will host a Town Hall meeting on October 30<sup>th</sup> at Richland Public Library.

**b. Mr. Moore** provided an overview of the two conferences and the trade show he attended in October and the insights he gained.

**Adjourn:**

The meeting was adjourned at 5:01 p.m.

**Prepared by: Pam Bykonen, Executive Assistant**

**Reviewed by: Bill King, Deputy City Manager**



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

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**Subject:**

Resolution No. 24-15, Amending the 2015-2020 Transportation Improvement Program

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**Department:**  
Public Works

**Ordinance/Resolution Number:**  
24-15

**Document Type:**  
Resolution

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**Recommended Motion:**

Adopt Resolution No. 24-15, amending the 2015-2020 Transportation Improvement Program.

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**Summary:**

In November 2014, the City applied for federal grant money through the Benton Franklin Council of Governments (BFCOG) for several transportation projects. On January 9, 2015, the City was notified by the BFCOG that we had been awarded \$454,000 in federal Surface Transportation Program (STP-UL) funds for the Duportail Street Reconstruction project and \$204,739 in federal Transportation Alternative Program (TAP-UL) funds for the Vantage Highway Pathway Phase I project.

Adding federal STP funds to the Duportail Street Reconstruction project allows us to move some previously approved Transportation Improvement Board (TIB) grant money from that project to the Duportail Street Extension project. The TIB approved that adjustment on January 22, 2015.

These three projects were already included in the 2015-2020 Six Year Transportation Improvement Program (TIP) that Council approved on June 24, 2014 by Resolution No. 89-14.

This TIP amendment is necessary to add the federal grant money to the indicated projects.

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**Fiscal Impact:**  
Yes

The proposed TIP amendments formalize the availability of \$454,000 in new Federal STP-Urban Large funds and \$204,739 in Federal Transportation Alternatives Program funds for City projects.

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**Attachments:**

1. Resolution No 24-15
2. 2015 TIP Amendment #1

## RESOLUTION NO. 24-15

A RESOLUTION of the City of Richland approving amendments to the 2015–2020 Transportation Improvement Program.

WHEREAS, RCW 35.77.010 requires local jurisdictions to prepare and adopt a perpetual six-year Transportation Improvement Program (TIP); and

WHEREAS, on June 24, 2014, Richland City Council passed Resolution No. 89-14 adopting the 2015-2020 Six-Year TIP; and

WHEREAS, on January 9, 2015, the City was notified by the Benton Franklin Council of Governments (BFCOG) that the City had been awarded \$454,000 of federal Surface Transportation Program (STP-UL) funds for the Duportail Street Reconstruction Project and \$204,739 of federal Transportation Alternatives Program (TAP) funds for the Vantage Highway Pathway Phase 1 project; and

WHEREAS, on January 22, 2015, the City was notified by the Transportation Improvement Board (TIB) that they had approved an adjustment in their project award for the Duportail Street project to break the project into two phases; 1) Duportail Street Reconstruction, and 2) Duportail Street Extension; and

WHEREAS, the TIB project funding was redistributed between the two phases to enable the federal STP funds to be used in the Duportail Street Reconstruction project and a larger percentage of TIB funds to be used for the Duportail Street Extension project; and

WHEREAS, this funding redistribution enables both projects to be fully funded for construction; and

WHEREAS, the new federal funds awarded by BFCOG and the redistribution of TIB funds require an amendment to the associated projects in the TIP; 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 2015; 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 amendments to the 2015–2020 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. Add \$454,000 of secured federal STP-UL funds to the Duportail Street Reconstruction project (R011).

Section 2. Adjust TIB funds for the Duportail Street Reconstruction project (R011) bringing the total State funds to \$659,090.

Section 3. Adjust TIB funds for the Duportail Street Extension project (R026) bringing the total State funds to \$2,232,830.

Section 4. Add \$204,739 of secured federal TAP funds to the Vantage Highway Pathway Phase 1 project (R2014).

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 17<sup>th</sup> day of February, 2015.

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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 2015 to 2020

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
16	4	/ 3440(002)  Duportail Street Reconstruction Duportail Street Wright Avenue to Robert Avenue  Reconstruct roadway to provide 2 travel lanes, bike lanes, curb, gutter & sidewalk on both sides. Includes reconfiguring the intersection of Duportail Street / Wright Avenue.	R011	06/17/14	06/24/14		89-14	04	C G P S T W	0.330	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	RW	2017	STP(UL)	55,000	TIB	45,000	0	100,000
S	CN	2017	STP(UL)	628,520	TIB	514,090	0	1,142,610
Totals				683,520		559,090	0	1,242,610

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
RW	0	0	100,000	0	0
CN	0	0	1,142,610	0	0
Totals	0	0	1,242,610	0	0



## Six Year Transportation Improvement Program From 2015 to 2020

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
16	5	Duportail Street Extension Duportail Street Robert Avenue to Wellsian Way Construct new 3 lane street with sidewalks, curb and gutter, water, sewer, storm drainage, street lights and bike lanes. Reconfigure the intersection at Duportail Street and Thayer Drive to accomodate a fourth leg.	R026	06/17/14	06/24/14		89-14	01	P S W	0.330	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2015		0	TIB	119,625	5,375	125,000
S	RW	2015		0	TIB	622,050	27,950	650,000
S	CN	2016		0	TIB	1,491,155	136,125	1,627,280
Totals				0		2,232,830	169,450	2,402,280

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	125,000	0	0	0	0
RW	650,000	0	0	0	0
CN	0	1,627,280	0	0	0
Totals	775,000	1,627,280	0	0	0



## Six Year Transportation Improvement Program From 2015 to 2020

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
12	11	Vantage Highway Pathway - Phase I SR-240 Kingsgate Way to Robertson Drive Construct a 12' asphalt multi-use pathway on the north side of SR-240 between Hanford Legacy Park (Kingsgate Way vicinity) and Robertson Drive.	R2014	06/17/14	06/24/14		89-14	28	P S W	1.750	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2015		0		0	40,000	40,000
S	CN	2015	TAP(UL)	204,739		0	0	204,739
Totals				204,739		0	40,000	244,739

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	40,000	0	0	0	0
CN	204,739	0	0	0	0
Totals	244,739	0	0	0	0

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Richland	888,259	2,791,920	209,450	3,889,629



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

**Subject:**

Resolution No. 26-15, Authorizing Agreement with ELR Consulting, Inc. for SCADA Software Integration Support

**Department:**

Energy Services

**Ordinance/Resolution Number:**

26-15

**Document Type:**

Resolution

**Recommended Motion:**

Adopt Resolution No. 26-15, authorizing the City Manager to sign and execute an agreement with ELR Consulting, Inc. for software integration support services of the electrical Supervisory Control and Data Acquisition (SCADA) system.

**Summary:**

The consulting agreement will complete SCADA software integration services identified as part of the 2015 Capital Improvement Plan (CIP). The consulting work will be on an hourly labor-rate basis in an amount not to exceed \$40,000 through December 31, 2015, with an option for two additional one-year term extensions.

The City's electrical SCADA system has equipment at eight existing electrical substations where power is delivered from Bonneville Power Administration. Portions of the SCADA system have been in service since the late 1990's allowing real-time remote operation and monitoring of the distribution system. The City has utilized a consultant for support services of the SCADA system as needed since the original installation. This has allowed the City to focus on operating the system without having internal personnel dedicated to maintaining or integrating new components into the system. The CIP has equipment identified for upgrade that will need to be integrated into the SCADA system, and the new equipment has been approved in the 2015 budget.

**Fiscal Impact:**

Yes

Staff proposes funding this agreement for \$40,000. This amount is included within the City's 2015 approved budget for the Electric Utility Fund – Expert Services.

**Attachments:**

1. Proposed Resolution No. 26-15
2. Proposed Contract No. 31-15

RESOLUTION NO. 26-15

A RESOLUTION of the City of Richland approving an agreement with ELR Consulting, Inc. for SCADA software integration support.

WHEREAS, the City of Richland operates an electric utility (RES), primarily consisting of distribution equipment at eight (8) existing electrical substations where high voltage power is delivered from the Bonneville Power Administration, stepped down in voltage on the City's side of those substations, and then delivered through various RES infrastructure to the homes and businesses served by RES; and

WHEREAS, supervisory, control and data acquisition (SCADA) of the electrical substations has been in service since the late 1990's and allows real time remote operation and monitoring of the distribution system; and

WHEREAS, RES has utilized personnel support services for the SCADA system on an as needed basis since the late 1990's; and

WHEREAS, current budgeting approved for 2015 allows for planned equipment replacement through the City's Capital Improvement Plan and improvements in technology requiring equipment integration into the SCADA system; and

WHEREAS, ELR Consulting, Inc. has been selected by RES as the best qualified to provide consulting support services based upon successful support completed for similar electric utilities; and

WHEREAS, the SCADA support services will be a one-year time and materials contract with options for two additional one-year term extensions;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the City Council authorizes the City Manager to execute and administer a consulting agreement with ELR Consulting, Inc. for SCADA software support services and fund this operation and maintenance effort approved in the City's 2015 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 17th day of February, 2015.

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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



## **AGREEMENT BETWEEN CITY AND CONSULTANT**

THIS AGREEMENT, entered into this \_\_\_\_ day of February, 2015 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and ELR Consulting, Inc., 15247 Wilbur Road, La Conner, WA 98257 (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 software integration support services for the Energy Services Department Electrical Supervisory Control and Data Acquisition (SCADA) system.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
  - (i) Exhibit A: SCADA software integration services to be provided are detailed in the attached Scope of Work.
  - (ii) Exhibit B: Hourly Labor Rate for SCADA Consulting work.
- c) Contract period shall be from March 1, 2015 through December 31, 2015 with an option for two additional one-year term extensions.
- d) This Agreement No. 31-15 replaces the existing Agreement No. 12-51.
- e) 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. 31-15
  - (ii) Exhibit A: Scope of Work
  - (iii) Exhibit B: Hourly Labor Rate

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

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Richland representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.
- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of

performance of the work in sufficient details so that the progress of the work can easily be evaluated.

**3) TIME FOR BEGINNING AND COMPLETION**

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2015.

**4) PAYMENT**

- a) For services rendered under this Agreement, the City shall pay the Consultant an amount not to exceed forty thousand dollars (\$40,000) to complete the services rendered under this Agreement. 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) Payment shall be made on a "time and materials" basis. Consultant shall be paid at the hourly rate identified in Exhibit B, Hourly Labor Rate.
- c) All work shall be assigned by task order. All cost, work and timelines will be agreed to by the City prior to work commencing.
- d) 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
- e) 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.
- f) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 75 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.
- g) 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.
- h) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

**5) INDEPENDENT CONTRACTOR**

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

**6) OWNERSHIP OF DOCUMENTS**

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

**7) TERMINATION**

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

**8) DISPUTE RESOLUTION**

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

**9) DEBARMENT CERTIFICATION**

The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the Consultant agrees not to enter into any arrangements or contracts related to completion of the

work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:

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

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

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

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

**11) ATTORNEY'S FEES**

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

**12) INSURANCE**

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

a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

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

**13) INDEMNIFICATION / HOLD HARMLESS**

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

**14) STANDARD OF CARE**

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

**15) SUCCESSORS OR ASSIGNS**

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

**16) EQUAL OPPORTUNITY AGREEMENT**

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

**17) PARTIAL INVALIDITY**

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

**18) AMENDMENTS**

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

**19) CHANGE IN LAW**

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

**20) CONFIDENTIALITY**

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

employees, agents, and representatives of their obligations to keep such information confidential.

**21) CHANGES OF WORK**

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

**22) EXTRA WORK**


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

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

CITY OF RICHLAND, WASHINGTON

ELR CONSULTING, INC.

\_\_\_\_\_  
CYNTHIA D. JOHNSON, ICMA-CM  
City Manager

  
\_\_\_\_\_  
Signature

ATTEST:

  
\_\_\_\_\_  
Printed Name & Title

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

ELR Consulting, Inc.

15247 Wilbur Road, La Conner, WA 98257

Phone: 509.531.8774

Email: ERichards@ELRConsulting.com

APPROVED AS TO FORM:

Fax: 509.585.0694

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

## **EXHIBIT A**

### **Supervisory Control and Data Acquisition (SCADA) Software Integration Scope of Work Beginning March 1, 2015 through December 31, 2015**

The following work is to be completed. All work will be scheduled by and agreed to by the City before work commences:

1. Integrate Beckwith LTC Controller Status and Control into SCADA System as communications are established
  - a. Add screens to existing substations.
  - b. Add system alarms.
  - c. Test software functionality of monitoring and control functions.
2. Add SEL 351S to SCADA System
  - a. Create Screen for SEL 351S in SCADA System.
  - b. Add screens to existing substations.
  - c. Add system alarms.
  - d. Test software functionality of monitoring and control functions.
3. Add SEL 2414 Transformer Monitors to all Substations
  - a. Create Screen for SEL 2414 in SCADA System.
  - b. Add screens to existing substations.
  - c. Add system alarms.
  - d. Test software functionality of monitoring and control functions.
4. Install and test Imperious Technologies DNP 3.0 Communications Software
5. Integrate Loop Restoration Switches into SCADA.
  - a. Create Screen for SEL 751 and SEL 451 in SCADA System
  - b. Add screens to existing substations
  - c. Add system alarms
  - d. Test software functionality of monitoring and control functions.
6. Communication system monitoring for the SCADA fiber, copper and radio networks.
7. Integrate into SCADA the Automated Transfer Switches as the controllers are upgraded to SEL 451 Controls.
  - a. Perform SCADA software configuration changes necessary convert existing loop restoration switches to new SEL 451 Controllers.
  - b. Add system alarms.
  - c. Test software functionality of monitoring and control functions.
8. Provide maintenance to Electrical Utility SCADA system as necessary.
  - a. Perform SCADA system software updates to Wonderware, Omniserve, and Imperious technology software packages.
  - b. Trouble-shoot SCADA system device outages.
  - c. Update SCADA system screens as directed to provide necessary information and control to dispatch.
  - d. Update SCADA system alarms as directed
  - e. Provide SCADA software support for SCADA system hardware changes and upgrades.

**EXHIBIT B**

**Supervisory Control and Data Acquisition (SCADA) Software Integration  
Hourly Labor Rate March 1, 2015 through December 31, 2015**

The hourly labor rate for consulting services under this agreement shall be \$115 per hour.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/9/2015

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Commercial Lines - (509) 248-7460 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 PO Box 2547 Yakima, WA 98907	<b>CONTACT NAME:</b> Alison Freisz-Steward <b>PHONE (A/C, No, Ext):</b> 509-853-4224 <b>FAX (A/C, No):</b> 866-630-7009 <b>E-MAIL ADDRESS:</b> Alison.Freis@wellsfargo.com														
<b>INSURED</b> ELR Consulting, Inc. 15247 Wilbur Road La Conner, WA 98527	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Crum and Forster Specialty Ins Co</td> <td>44520</td> </tr> <tr> <td><b>INSURER B:</b> Covington Specialty Insurance Company</td> <td>13027</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Crum and Forster Specialty Ins Co	44520	<b>INSURER B:</b> Covington Specialty Insurance Company	13027	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

## COVERAGES

**CERTIFICATE NUMBER:** 8712202

**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		EPK-103957	05/01/2014	05/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 5,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		EPK-103957	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EPK-103957 Stop Gap EL Only	05/01/2014	05/01/2015	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			EPK-103957	05/01/2014	05/01/2015	\$1,000,000 Each Claim \$15,000 Deductible

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2015 Consulting Agreement  
 Certificate holder is named Additional Insured as required by written contract.

## CERTIFICATE HOLDER

Energy Services Department  
 840 Northgate Drive  
 Richland, WA 99353  
 Attn: Ms. Jackie Carpenter

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
B	Pollution Liability			EPK-103957	05/01/2014	05/01/2015	\$1,000,000 Each Claim \$5,000 Deductible



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 4 - Targeted Investments

**Subject:**

Resolution No. 27-15, Declaring Certain Real Property Surplus and Authorizing Execution of a Ground Lease with G2E2, LLC

**Department:**

Community & Development Services

**Ordinance/Resolution Number:**

27-15

**Document Type:**

Contract/Agreement/Lease

**Recommended Motion:**

Adopt Resolution No. 27-15, declaring approximately 0.14 acre (6,098 square feet) of Tract R, Plat of Columbia Point surplus to the City's needs and authorize the City Manager to enter into a contract with G2E2, LLC for the development and operation of a Restaurant at Columbia Point.

**Summary:**

In early 2014, the City issued a Request for Proposals (RFP) for the development of a Restaurant at Columbia Point. The location identified is the parcels east of Anthony's Restaurant and south of the Columbia Marina Park. Florentyna's Inc. provided a proposal in response to the City's request that is aligned with the vision for the development of the City's waterfront and is competitive with other ground leases we have in the area.

The project proponent is committing to do substantial improvements to the park including the relocation of the sewer dump station, relocation of underground utilities, and extending the riverfront trail. The most visible site work is the redesign of the parking at Marina Park. Community Development and Parks staff have reviewed the design and believe it to provide equal or better functional use of the boat launch.

The project will be developed in two phases, starting with the site work, park improvements and restaurant. The second phase will be the development of the Columbia Point Drive frontage with an additional commercial uses that complement the new restaurant and park.

The investment for phase I is more than \$2.5 million. Roughly \$400,000 is site work and improvements to the park. The second phase investment will be approximately \$2 million.

Revenue from the project over the first five years is estimated at \$340,240. Phase II is expected to begin within two years of completing Phase I and is anticipated to generate an additional \$30,660 during the same period. Once fully operational, the project should generate approximately \$147,446 annually.

**Fiscal Impact:**

Estimated tax and lease revenue from the project over the first five years is \$340,240 from Phase I and \$30,660 from Phase II. Once build-out is complete, the project is expected to generate approximately \$147,446 annually. Lease revenues will be deposited into the Industrial Development Fund.

**Attachments:**

1. Resolution No. 27-15 Declaring Surplus Property and Executing Ground Lease
2. Memorandum to Council
3. Exhibit A - Surplus Property
4. Exhibit B - Site Plan and Elevations



## RESOLUTION NO. 27-15

A RESOLUTION of the City of Richland declaring certain real property surplus to the City's needs and authorizing the execution of a ground lease with G2E2, LLC.

WHEREAS, the City of Richland owns approximately 6,098 square feet of land in the westerly portion of Columbia Point Marina Park at 660-A Columbia Point Drive and as further described in a legal description attached hereto; and

WHEREAS, the City Council, as legislative authority of the City of Richland, is authorized to declare property surplus per Richland Municipal Code 3.06.030; and

WHEREAS, negotiations for the development and lease of the adjacent parcels included in Request for Proposals 14-25 has resulted in a preliminary site design that improves the current use of the site; and

WHEREAS, the Executive Leadership Team (ELT) identified no future municipal need for the property; and

WHEREAS, at their January 26, 2015 meeting, the Economic Development Committee provided a positive recommendation to surplus the property and to further recommend that the City include it in negotiations currently underway for Request for Proposals 14-25; and

WHEREAS, at their January 26, 2015 meeting, the Economic Development Committee provided a positive recommendation to enter into a long term ground lease with G2E2, LLC for the development and operation of a restaurant as proposed in response to Request for Proposals 14-25; and

WHEREAS, the Richland Planning Commission held a duly advertised Public Hearing on January 28, 2015, in accordance with RMC Title 3.06.030 and received no public comment on the declaration of surplus; and

WHEREAS, at their January 28, 2015 meeting, the Planning Commission provided a positive recommendation to surplus the property; and

WHEREAS, at their January 8, 2015 meeting, the Richland Parks and Recreation Commission provided a positive recommendation to surplus the property and to further recommend that the City include it in negotiations currently underway for Request for Proposals 14-25.

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

Section 1. The City Council finds and declares that certain real property, as provided in the attached legal description, is no longer needed and therefore are surplus to the City's needs.

Section 2. The City Council authorizes the City Manager to enter into a ground lease with G2E2, LLC for the development and operation of a restaurant and related commercial uses at Columbia Point.

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 17<sup>th</sup> day February, 2015.

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

ATTEST:

APPROVED AS TO FORM:

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

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



## MEMORANDUM

TO: City Council

FROM: Brian Moore, Redevelopment Project Supervisor

DATE: February 17, 2015

SUBJECT: RFP14-25 Summary of Terms & Related Surplus Action

### **ISSUE:**

This item is the consideration of the Ground Lease resulting from the issuance of RFP 14-25 (Columbia Point Restaurant) and the surplus of a portion of 650 Columbia Point Drive to include in 660 Columbia Point Drive, to facilitate the development of the site.

### **RECOMMENDED ACTION:**

That City Council declare approximately 0.14 acre (6,098 square feet) of Tract R, Plat of Columbia Point surplus to the City's needs and authorize the City Manager to enter into a contract with G2E2, LLC for the development and operation of a Restaurant at Columbia Point.

### **BACKGROUND:**

The City owns Tract R and portions of Tract J of the Plat of Columbia Point. The majority of these adjacent properties are intended for use in economic development. The properties, located near the terminus of Columbia Point Drive, include the Marriott Hotel site, Columbia Point Hospitality Hotel (under development), Anthony's Restaurant site, and the site under negotiation in RFP 25-14. The RFP respondent (Florentyna's, Inc.) requested to modify the property boundary to more efficiently accommodate the building design.

Florentyna's, in order to facilitate the development of the project, has formed the entity G2E2, LLC, for the purposes developing the site. G2E2, LLC will sublet the facility to Florentyna's to operate as a restaurant. G2E2 will also develop and lease Phase II of the site. The lease is structured to easily add revenues from Phase II to the calculation of the lease payment. Similarly, in the event that G2E2 determines that Phase II will not work, the lease can be amended to remove the Phase II portion of the site from the lease (including the associated parking).

Exhibit A shows the proposed surplus property consisting of approximately 0.14 acre on the northwestern edge of the site currently under negotiations. The resulting boundaries and proposed site design is included as Exhibit B. Also included are renderings of the conceptual elevations for the site.

A significant portion of the proposed project is the redesign of the current parking at Marina Park. Community development staff has reviewed the proposed design with Parks staff, and believe the proposed design to provide equal or better functional use of the boat launch. To provide

additional value to the City, the project proponent is committing to do substantial improvements to the park including the relocation of the sewer dump station, relocation of underground utilities, extending and enhancing the riverfront trail.

The project will be developed in two phases, starting with the site work, park improvements and restaurant. The second phase will be the development of the remaining parcel on Columbia Point Drive with an additional commercial uses that complement the proposed restaurant and park uses.

The first phase represents an investment of more than \$2.5 million with roughly \$400,000 in site work and improvements to the park. The second phase will be an investment in the range of an additional \$2 million.

Estimated revenue from the project in the first five year Phase I period is expected total approximately \$340,240 including taxes and lease revenue. Phase II is expected to begin within two years of completing Phase I and is anticipated to generate an additional \$30,660 during the same period. Once build-out is complete, the project is expected to generate approximately \$147,446 annually (lease plus taxes).

Staff recommends that sufficient revenue to pay for seasonal maintenance be allocated from these revenues. This additional commitment from the City will ensure that this area preserves the value of both public and private investments.

### **FISCAL IMPACT:**

Approval of the land surplus and contract will result in increased property tax, sales tax, and new ground lease revenue to the City.

### **FINDINGS:**

The City of Richland owns approximately 0.14 acre Tract R of the Plat of Columbia Point.

The property is currently vacant with landscaping and underground utilities.

Disposition of this property in coordination with the adjacent property owned by the City will facilitate the proposed development of the site.

Disposition of this surplus property will result in stimulation of the City's economic base by facilitating the development of a new restaurant.

Disposition of this surplus property may result in additional funding available for park purposes.

Disposition of this surplus property will result in general revenue to the City over and above the tax yields by adding the land to the taxable land base, as well as providing capital resulting from the anticipated transaction.

## **APPLICABLE CODE:**

### *3.06 SALE OR LEASE OF CITY REAL PROPERTY.*

#### *3.06.010 PURPOSE – POLICY – OBJECTIVES.*

- A. Purpose. The purpose of this chapter is to establish policies and procedures regarding the surplusage and the sale or lease of certain real property owned or otherwise controlled by the city.
- B. Policy. It shall be the policy of the city to consider sale or lease of real property owned or controlled by the city when such property is determined to be surplus to the needs of the city, and where it is demonstrated to the satisfaction of the city council that sale or lease will best serve the public interest. For purposes of this chapter, the public interest will best be served when a transaction accomplishes one or more of the objectives listed in subsection (C) of this section.
- C. Objectives. The purpose and policies of this chapter are intended to accomplish the following basic objectives, which should be achieved in a balanced manner to ensure that none are over-emphasized to the detriment of the others:
  - 1. Stimulate the development of the city's economic base to provide employment opportunities and tax revenues for the city and other local taxing entities;
  - 2. Meet the financial obligations resulting from prior property transactions of the city;
  - 3. Provide capital for economic development purposes, for parkland operations (planning, acquisition, design, construction and maintenance and operation), and such other purposes as the council determines are necessary and appropriate; and
  - 4. Provide a source of general revenue to the city over and above the tax yields from such real property. [Ord. 24-84].

## **ATTACHMENTS**

Exhibit A – Legal Description of the Surplus Property  
Exhibit B – Proposed Site Plan  
Exhibit C – Ground Lease

**LEGAL DESCRIPTION #3**  
**PROPOSED NORTHERLY ADDITION TO**  
**TAX PARCEL #113983020018003**  
**BENTON COUNTY, WASHINGTON**  
**PROJECT NO. 30-14-061 LULU'S AT COLUMBIA POINT**

January 6, 2015

All that portion of Tract R, Plat of Columbia Point, according to the plat thereof, recorded in Volume 15 of Plats, Page 51, Records of Benton County, Washington, located in the Northeast Quarter of Section 13, Township 9 North, Range 28 East, Willamette Meridian, City of Richland, Benton County, Washington and more particularly described as follows:

Commencing at the Southwest corner of Lot 3 of Short Plat #2726, recorded in Volume 1 of Short Plats, Page 2726, Records of said County and State, said corner is on the Northerly right-of-way line of Columbia Point Drive as shown on said Plat; thence along the Westerly boundary of said Lot 3, North 23°48'13" East, 273.07 feet;

Thence leaving Lot 3 and continuing along the Northeasterly boundary of Lot 2 North 23°48'13" East, 15.39 feet; thence North 08°56'51" West, 148.07 feet; thence North 66°11'47" West, 22.99 feet to the **TRUE POINT OF BEGINNING** of the parcel to be described;

Thence continuing along the boundary of said Lot 2, North 66°11'47" West, 22.65 feet;

Thence leaving said Lot 2, North 13°58'08" West, 43.09 feet; thence North 18°56'58" East, 23.42 feet; thence North 51°51'27" East, 38.27 feet; thence North 81°04'36" East, 25.30 feet to the beginning of a non-tangent curve concave to the Southwest, from which the radius point bears South 12°54'47" West, 140.01 feet; thence southeasterly along said curve through a central angle of 17°22'13" for 42.45 feet; thence South 55°39'26" East, 8.84 feet; thence South 44°18'09" West, 111.95 feet to the **TRUE POINT OF BEGINNING** and the end of this description.

Containing 0.14 Acres, more or less.

**SEE ATTACHED EXHIBIT 3**

**TOGETHER WITH AND SUBJECT TO** covenants, easements, and restrictions apparent or of record.

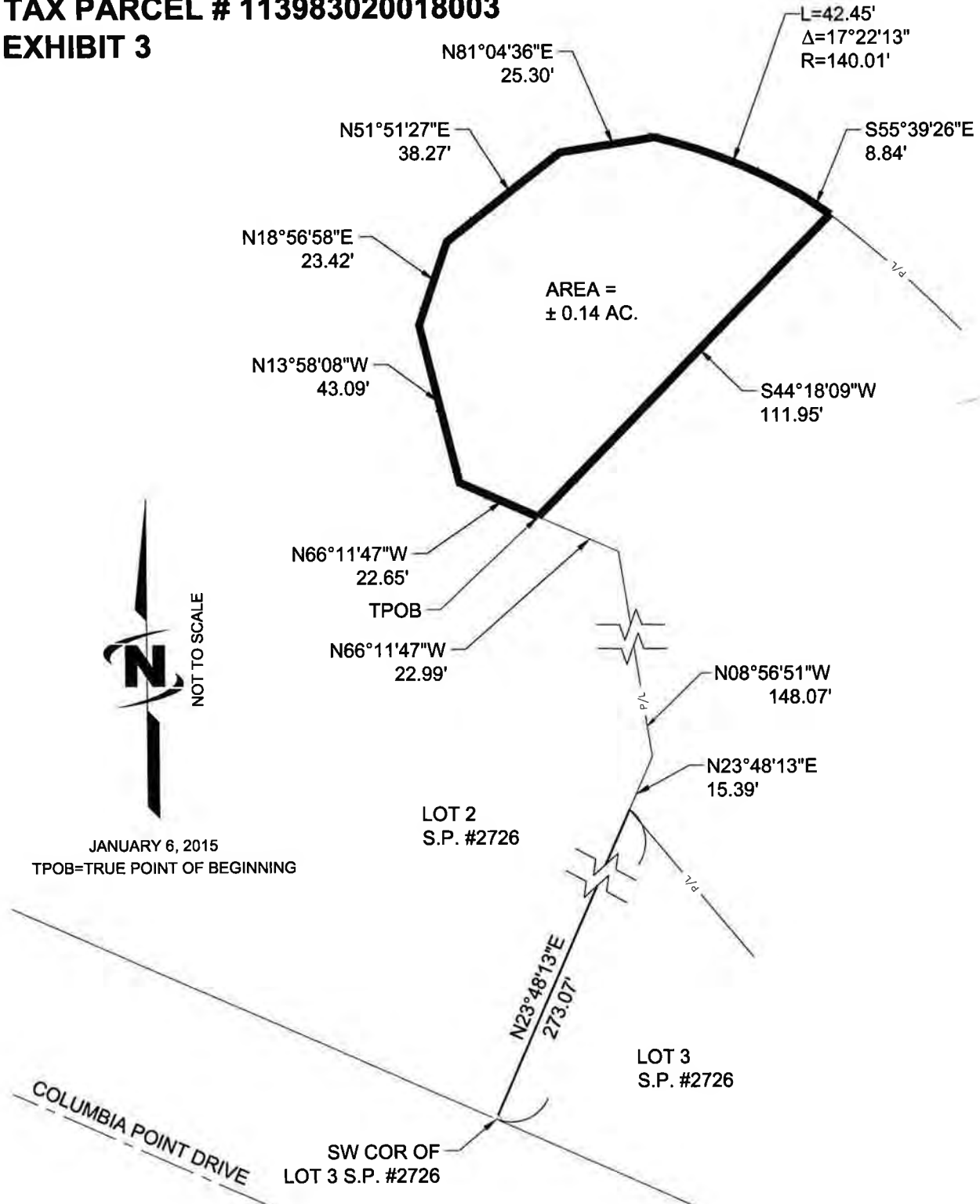
Prepared by:  
J-U-B ENGINEERS, Inc.  
John J. Shea, P.L.S.



# SKETCH TO ACCOMPANY LEGAL DESCRIPTION #3

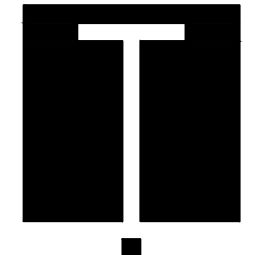
PROPOSED NORTHERLY ADDITION TO  
TAX PARCEL # 113983020018003

EXHIBIT 3





1 SITE PLAN



TERENCE L.  
THORNHILL  
ARCHITECT

9221 SANDIFUR PARKWAY  
SUITE "A"  
PASCO, WA  
99301

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A Professional Service Corporation

MEMBER



AMERICAN INSTITUTE  
OF  
ARCHITECTS

These drawings are intended for use  
solely with respect to this project and  
are the property of  
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which reserves all common law,  
statutory, copyright and other rights.

DRAWN BY:  
TT

CHECKED BY:  
TT

PHASE  
**PRELIMINARY**  
REVISION NO.  
00



LU LU'S  
FOOD & DRINK

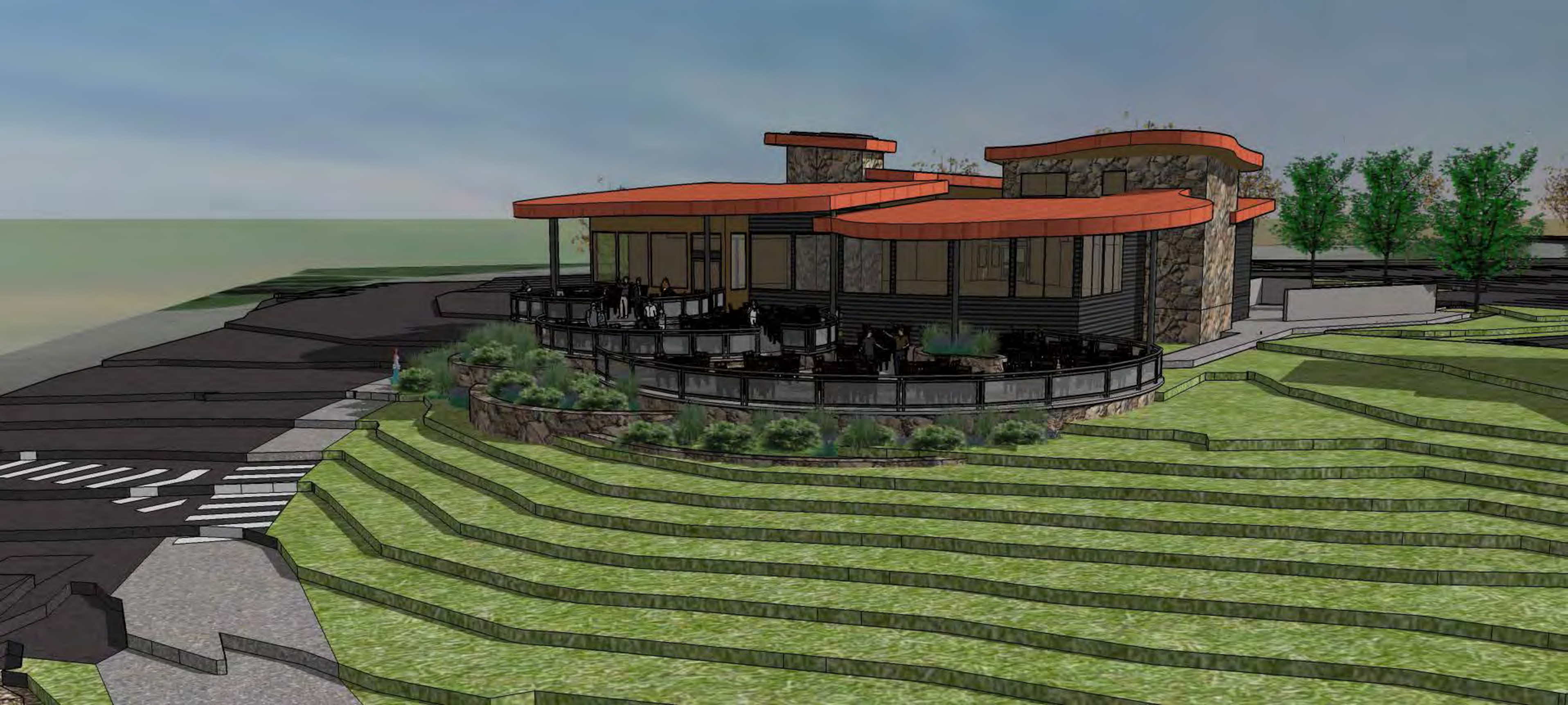
RICHLAND, WA

ARCH.  
SITE  
PLAN

0305

214-014

JANUARY 06, 2015  
1432-SITE13



GROUND LEASE

Dated as of February 17, 2015

between

THE CITY OF RICHLAND

as Lessor

and

G2E2, LLC

as Lessee

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- C - Phase I w/ legal description
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- N - Memorandum of Lease
- O - List of Title Exceptions
- P - List of Environmental Reports Prepared on Leased Premises

## ***GROUND LEASE***

THIS GROUND LEASE (this “Lease”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015 (the “Effective Date”) by and between the CITY OF RICHLAND, a Washington municipal corporation (“Lessor”) and G2E2, LLC, a Washington limited liability company (“Lessee”).

### **RECITALS:**

- A. Lessor owns the Leased Premises (hereinafter defined). The Leased Premises are part of a larger development known as Columbia Point (the “Development”). A map of the Development is attached hereto as Exhibit A.
- B. Lessee wishes to lease the Leased Premises in two phases from Lessor under a long-term lease, with the understanding that a Restaurant of not less than 7,500 gross square feet be constructed upon the Leased Premises.
- C. Lessor anticipates that numerous and substantial benefits will accrue to the City of Richland by reason of the establishment of a Restaurant upon the Leased Premises.
- D. Lessee acknowledges and understands that in addition to the requirements set forth in this Lease, and in addition to the normal zoning and permitting process, the design and construction of the Restaurant will require certain approvals pursuant to the Columbia Point Declaration of Covenants, Conditions, Restrictions and Easements (the “CC&Rs”) and the Columbia Point Master Plan and Design Guidelines (the “Master Plan”). Lessee acknowledges receipt of a copy of the CC&Rs and Master Plan.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants set forth herein, the parties agree as follows:

- 1. **Definitions.** As used in this Lease, the following terms shall have the indicated meanings:
  - A. “Restaurant” shall refer to any and all structures, buildings, improvements, facilities, fixtures, and amenities which are usually and/or reasonably related to a Restaurant (including, but not limited to, parking facilities) and are located on the Leased Premises.
  - B. “Lease Term” shall refer to the entire term of this Lease, including any extension exercised by Lessee pursuant to Section 3 of this Lease.
  - C. “Lease Term Commencement Date” shall mean and refer to the first day of the first calendar month after Lessee obtains all of the following: final zoning designations that are not subject to appeal by any party, Shoreline and SEPA approvals for the construction of a Restaurant on the Leased Premises as approved by the City of Richland, all building permits required for construction of the Restaurant, and all other approvals required for construction of the Restaurant, including approvals required pursuant to the Master Plan and the CC&Rs. PROVIDED, however, that under no circumstance shall the Lease Term Commencement Date be later than one-hundred fifty (150) days following the Effective Date of this Ground Lease.
  - D. “Construction Period” shall mean and refer to the period beginning on the Lease Term Commencement Date and ending upon the earlier of either receipt of the

occupancy permit required for use of the Restaurant, or five-hundred fifteen (515) days following the Effective Date, whichever comes first.

- E. “Rent Commencement Date” shall mean and refer to the first day of the first calendar month following the end of the Construction Period.
- F. “Rent Period” shall mean and refer to the period beginning on the first day of the first calendar month following the end of the Construction Period and terminating with the termination of this contract subject to any extension exercised by Lessee pursuant to Section 3 of this Lease.
- G. “Lease Year” shall mean each one-year period during the Rent Period, commencing on the Rent Commencement Date and each anniversary thereof.
- H. “Leased Premises” shall mean and refer to the parcels of real property at Columbia Point referred to as a portion of Tract R and Tract J consisting of approximately 2.77 acres combined and more particularly identified on Exhibit B.
- I. “Phase I” shall mean and refer to that portion of real property referred to as portions of Tract J and Tract R consisting of approximately 2.07 acres and more particularly identified in Exhibit C, which is intended for immediate development of the Restaurant.
- J. “Phase II” shall mean and refer to that portion of real property referred to as a portion of Tract J consisting of approximately 0.70 acres and more particularly identified on Exhibit D, and is intended for future development.
- K. “Lender” shall refer to any person or entity lending monies to Lessee for any purposes, and any agents, officers or employees of such a person or entity.
- L. “Lessee’s Leasehold Estate” shall refer to all rights and privileges with respect to the Leased Premises which are conferred upon Lessee under this Lease.
- M. “Gross Revenue” for purposes of calculating the “Concession Fee” provided for in Section 4(F) of this Lease shall refer to all revenue received by Lessee resulting from sales of goods from the Restaurant, less the following: sales taxes, employee meals, gratuities and service charges, promotional discounts, sales of used personal property not in the ordinary course of business, and credit card fees or discounts.

2. **Agreements To Lease; Effective Date and City Council Approval; Early Termination Right.** Lessor hereby leases the Leased Premises to Lessee, and Lessee hereby leases the Leased Premises from Lessor, subject to each and all of the terms and conditions contained in this Lease. This Agreement takes effect at the time (the “Effective Date”) that this Agreement has been authorized by Richland City Council and executed by both the Lessee and Lessor. Lessee shall be granted access to the Leased Premises from and after the Effective Date for purposes of site inspection and soil testing and planning, but no construction activity of any nature whatsoever shall take place until the Lease Term Commencement Date. Lessee shall submit for agencies’ review of all building plans required to obtain all required permits within one-hundred fifty (150) days of the Effective Date. At any time after the Effective Date, but prior to the Lease Term Commencement

Date, Lessee may terminate this Lease without penalty by written notice to Lessor, in which event Lessee's deposit shall be refunded in full, except as provided below.

3. **Term of Lease.**

- A. Initial Term. The initial term (the "Initial Lease Term") of this Lease shall be for a thirty (30) year period commencing on the Effective Date.
- B. The "Pre-Construction Period" shall be the period of time beginning on the Effective Date and ending the day before the Lease Term Commencement Date. Should Lessee for any reason fail to obtain the necessary building permit(s) or zoning classification or approvals for construction of the Restaurant by the end of the Pre-Construction Period, then this Lease shall terminate as if the term hereof had expired, unless Lessee requests a 60-day extension, which request shall be granted if Lessee is able to show, in Lessor's discretion, reasonable cause for its inability to comply with said requirement. If Lessee does not request an extension, or if Lessor rejects Lessee's request for an extension, Lessee's deposit shall be refunded in full. If Lessee's request for an extension is granted, then 50% of Lessee's deposit shall become non-refundable.
- C. Lessor and Lessee agree to execute and record a document memorializing the Lease Term Commencement Date within thirty (30) days of the Lease Term Commencement Date. In the alternative, if the Lease is terminated pursuant to this Section 3, the parties agree to execute and record a document memorializing such termination. The failure to execute or record such document in either case shall not affect the parties' rights under this Lease.
- D. First Extension. Upon the expiration of the Initial Lease Term, if this Lease has not theretofore been terminated by either party and Lessee is not then in default beyond any applicable cure period with respect to the payment of Rent or any other material obligation under this Lease, Lessee shall be deemed to have extended the Lease Term for an additional twenty-five (25) years, commencing upon the expiration of the Initial Lease Term (the "First Extension") unless Lessee shall have notified Lessor in writing of Lessee's decision not to renew at least 120 days prior to the expiration of the Initial Term.
- E. Second Extension. If the Lease Term is extended by Lessee as provided in subparagraph (D) above, then upon the expiration of the First Extension, if this Lease has not theretofore been terminated by either party and if Lessee is not then in default beyond any applicable cure period with respect to the payment of Rent or any other material obligation under this Lease, Lessee shall be deemed to have extended the Lease Term for an additional fifteen (15) years commencing upon the expiration of the First Extension (the "Second Extension") unless Lessee shall have notified Lessor in writing of Lessee's decision not to renew at least 120 days prior to the expiration of the First Extension.
- F. Third Extension. If the Lease Term is extended by Lessee as provided in subparagraph (E) above, then upon the expiration of the Second Extension, if this

Lease has not theretofore been terminated by either party and if Lessee is not then in default beyond any applicable cure period with respect to the payment of Rent or any other material obligation under this Lease, Lessee shall be deemed to have extended the Lease Term for an additional fifteen (15) years commencing upon the expiration of the Second Extension (the "Third Extension") unless Lessee shall have notified Lessor in writing of Lessee's decision not to renew at least 120 days prior to the expiration of the Second Extension.

- G. Fourth Extension. If the Lease Term is extended by Lessee as provided in subparagraph (F) above, then upon the expiration of the Third Extension, if this Lease has not theretofore been terminated by either party and if Lessee is not then in default beyond any applicable cure period with respect to the payment of Rent or any other material obligation under this Lease, Lessee shall be deemed to have extended the Lease Term for an additional term commencing upon the expiration of the Third Extension and expiring on March 14, 2102, (the "Fourth Extension") unless Lessee shall have notified Lessor in writing of Lessee's decision not to renew at least 120 days prior to the expiration of the Third Extension.
- H. Conditions Upon Extension. Any extension of the Lease under subparagraph (D), (E), (F), or (G) above shall be upon the same terms and conditions as herein provided, except as provided in Section 4(G) below.

4. **Rental and Other Payments Required.** In consideration of the lease of the Leased Premises, Lessee covenants and agrees to pay Lessor as follows:

- A. Deposit. Lessee agrees, on the Effective Date, to deposit by cashier's check with Lessor, as a security deposit, the sum of thirty-thousand two-hundred seventy-four dollars and eight cents (\$30,274.08).
- B. Construction Period Rent. On the Lease Term Commencement Date, the \$30,274.08 deposit amount shall become the property of the Lessor as pre-paid rent for the Construction Period of the Lease and applied to monthly rent until exhausted. Should Lessee complete construction and begin the Rent Period prior to exhausting the deposit, the remaining deposit shall be applied to monthly rent during the Rent Period until exhausted.
- C. Rent for Lease Years 1 – 5. Lessee shall pay as Rent during the first through fifth Lease Years the sum of \$5,045.68 per month, in advance on the first day of each calendar month.
- D. Rent After the Fifth Lease Year. On the fifth (5th) anniversary of the Lease Commencement Date (the "Adjustment Date"), and every subsequent fifth anniversary of the first Adjustment Date (e.g., on the 10th, 15th, 20th, 25th, etc., anniversaries of the Lease Commencement Date), the monthly Rent shall be adjusted to 1/12th of eight percent (8%) of the land value of the Leased Premises as assessed by the Benton County Assessor. By way of example, if on the first Adjustment Date the assessed value of the Leased Premises (land value only) were \$772,500, the adjusted monthly rent for Lease Years 6 – 10 would be \$5,150 per

month (i.e.,  $\$772,500 \times 8\% = \$61,800$  divided by 12 = \$5,150). This adjustment procedure shall continue during the Initial Term and all Extension Terms. The foregoing notwithstanding, commencing on the second Adjustment Date (i.e., beginning Year 11 of the Lease) and every fifteen (15) years thereafter (i.e., on beginning Lease Years 26, 41, 56, etc.), either party shall have the right to substitute the fair market value of the Leased Premises (land value only) as determined by MAI appraisal, in lieu of the assessed value determined by the Benton County Assessor. If either party wishes to exercise this right, it shall so notify the other party. Each party shall then select an MAI appraiser who shall appraise the Leased Premises (land value only). If the two appraisals differ, the two appraisals shall be averaged. Each party shall pay the appraisal fee of the appraiser which it selected. Upon determination of the new value by the Lessee and Lessor, Lessee shall file an appeal of assessed value with the Benton County Board of Equalization. If the adjusted monthly rent has not yet been determined at the commencement of a Lease Year with respect to which adjusted rent is due, the Lessee shall continue to pay monthly rent at the prior rate until such time as the adjusted monthly rate is determined. At that time, the Lessee shall pay, in a lump sum, the difference between the amount of rent previously paid for such Lease Year and the accrued adjusted rent for the Lease Year.

- E. Mandatory Improvements. As additional rent for Lease Years 1-5, Lessee shall expend an amount not less than four-hundred six thousand five-hundred dollars (\$406,500) toward Mandatory Eligible Improvements. One-hundred seventy-eight thousand five-hundred dollars (\$178,500) of the mandatory improvement amount (\$406,500) shall be eligible for rent credit in an amount not to exceed \$2,975 per month during Lease Years 1-5, and expiring thereafter. The amount expended by Lessee shall be verified by submitting to Lessor a complete accounting of the cost for the following Mandatory Improvements which shall be made by Lessee:
1. Mandatory Eligible Improvements
    - a) Relocation of the Recreational Vehicle septic dump station – Exhibit E
    - b) Relocation of Utility Vaults and Transformers – Exhibit F
    - c) Relocation of the Sewer Main and Pump Station – Exhibit G
    - d) Relocation of the Fire Hydrant, Water Line, and Meter – Exhibit H
    - e) Reconfiguration of the Irrigation System – Exhibit I
    - f) Reconfiguration of the Marina Park Parking Lot – Exhibit J
    - g) Trail Improvements Adjacent to Phase II – Exhibit K
    - h) Trail Improvements adjacent to the Phase I – Exhibit L
  2. Mandatory Prepayment for Exclusive Right to Develop Phase II
    - a) Improvement of Phase II Parking Lot (Exhibit M) shall be considered payment for the Lessee's exclusive right to develop and lease Phase II of the Premises during years 1 – 5. The development of Phase II shall be performed and done strictly in accordance with all applicable laws,

ordinances and regulations, as well as the Columbia Point CC&R's and Master Plan, and the requirements of all insurance carriers and fire rating bureaus with respect to the Leased Premises. The design and use of Phase II shall be approved by the City of Richland, which approval shall not be unreasonably withheld. Should the Lessee choose not to develop Phase II during Lease Years 1 – 5, Phase II, including the Phase II Parking Lot shown in Exhibit M, shall be withdrawn from the Leased Premises and the Lessee shall have no further rights or obligations with respect to Phase II.

3. All Mandatory Improvements are to be completed prior to opening of the Restaurant for business; shall include paving, lighting, benches, trash receptacles, landscaping, and other infrastructure identified in Exhibits E – M and listed in Section 4(E), above; and shall be subject to the prior written approval of Lessor, which approval shall not be unreasonably withheld or delayed, as well as any approvals required under the CC&R's and Master Plan. In addition, Lessee shall have full responsibility for the relocation of any infrastructure improvement impacted by the Restaurant made within the Leased Premises.

- F. Concession Fee. In addition to the Rent, for each Lease Year starting with Year Six (6) of the Lease Term, Lessee shall pay to Lessor an amount (the "Concession Fee") equal to one point six five percent (1.65%) of the Gross Revenue for the Lease Year minus the Rent paid during that year. By way of example, if for Lease Year Six, Lessee's gross revenue is \$4,000,000 and Lessee's rent for Year Six is \$61,800, the Concession Fee for Lease Year Six would be calculated as follows:  $\$4,000,000 \times 1.65\% = \$66,000 - \text{rent of } \$61,800 = \text{Concession Fee of } \$4,200$ . The Concession Fee shall be payable annually on the first day of the second calendar month following the end of the Lease Year. Throughout the Lease Term, Lessee shall deliver to Lessor, at the same time it pays the Concession Fee, an itemized report of Gross Revenue and a Concession Fee report setting forth the Gross Revenue for the preceding Lease Year. If the Concession Fee payment is not made within thirty (30) days after such payment shall become due, Lessee shall be assessed a delinquent charge of 1% per month (12% per annum) on the unpaid balance. Such late charge penalty shall not be construed as a release or a waiver by Lessor of any right to proceed in equity or to otherwise compel the fulfillment of or to prevent the violation by Lessee of any provisions of this Lease. Each statement of Gross Revenue to be delivered by Lessee to Lessor shall be certified to be true, complete and accurate by an authorized officer of Lessee to the best of his/her knowledge. Such officer shall also certify computation of the total Concession Fee for the Lease Year. Lessor shall have the right to audit any such statements, and if the audit reveals more than a five percent (5%) discrepancy in the computation of the Concession Fee, the cost of the audit shall be paid by Lessee. In the event that the Restaurant is closed without good cause as determined in Lessor's discretion (by way of example, closure for any of the following reasons would be deemed closure

for good cause: remodeling, repair, strikes), the Concession Fee for the period of closure shall be computed as if the Restaurant had generated revenues equal to the average daily revenue for the 12-month period immediately preceding the closure.

- G. Review of Concession Fee - Lease Year 55. Prior to the commencement of the Second Extension term, the parties shall discuss whether or not changes should be made to the Rent, the Concession Fee percentage and other provisions of the Lease which involve percentages or dollar amounts, in order to cause the Lease to reflect current market conditions. In the event that changes are necessary to cause the Lease to reflect current market conditions, those changes will be made. In the event the parties disagree to what the market rate Rent and Concession Fee should be, the disagreement shall be resolved as follows, with this process being the exclusive method for resolving said disagreement: Each party shall designate a licensed MAI Appraiser having substantial experience with respect to commercial leases in the Richland, Washington area. The two appraisers shall, themselves, select a third experienced appraiser. The three appraisers so chosen shall, by majority vote, resolve the parties' disagreement. If the appraisers determine that one party was acting unreasonably, that party shall pay the fees of all three appraisers. In all other circumstances, the fees of the appraisers shall be paid one-half by each party. The foregoing notwithstanding, if the Lessee is dissatisfied with the determination of the appraisers, the Lessee shall have the right to decline to renew the Lease, in which event the Lease shall terminate at the latter of: (i) the end of the First Extension Term; or (ii) thirty (30) days following Lessee's notice of intent to terminate.
- H. Payment Addresses. All reports of Gross Revenue and all Rent and other payments shall be delivered to Lessor no later than the day on which the same are due at the following address:

City of Richland  
Attn: Finance Director  
505 Swift Boulevard  
P.O. Box 190  
Richland, WA 99352

Or such other address as the Lessor shall specify from time to time.

- I. No Offset or Withholding. Except as expressly provided otherwise in this Lease, Rent, Concession Fees and other charges payable hereunder shall be paid without notice, demand, counterclaim, setoff, or deduction and without abatement, suspension, diminution or reduction, and the obligations and liabilities of Lessee hereunder shall in no way be released, discharged or otherwise affected by reason of: (i) any damage to or destruction of the Restaurant, subject to Sections 19 and 20; (ii) any restriction or prevention of or interference with any use of the Leased Premises or Restaurant not the result of a breach of this Lease by Lessor; or (iii)

any claim which Lessee has or might have against Lessor.

- J. **Late Payment Specific to Rent.** If any monthly installment of Rent is not paid within five (5) days after Lessee receives a faxed or written notice that such payment is overdue, Lessee shall be assessed a delinquent charge of five percent (5%) of the delinquent amount. Such late charge shall not be construed as a release or a waiver by Lessor of any right to proceed in equity or to otherwise compel the fulfillment of or to prevent the violation by Lessee of any provisions of this Lease.
5. **Use Of Leased Premises.** Lessee shall use and occupy the Leased Premises solely for the construction and operation of an upscale full-service restaurant containing approximately 7,500 square-foot restaurant facilities and related commercial uses and parking. The Leased Premises shall be used for no other purpose without the prior written consent of Lessor.
6. **"Columbia Point" Exclusive Trade Name.** Lessee acknowledges that the name "Columbia Point," either alone or in combination with any other words, is the exclusive trade name of Lessor and may not be used by Lessee in any manner without the prior written approval of Lessor. Lessor hereby grants approval for Lessee to use the name "LuLu's at Columbia Point" and Lessor's Columbia Point logo for the Restaurant.
7. **Initial Construction and Alterations.**
- A. Lessee shall make no material improvement, construction, reconstruction, alteration, change, modification or installation (hereinafter referred to in the aggregate as "Material Improvements") in, on, or to all or any portion of the Leased Premises without first providing to Lessor detailed plans and specifications relating to the proposed Material Improvements, and obtaining Lessor's written approval for those Material Improvements, which approval shall not be unreasonably withheld or delayed. For purposes of this Lease, an improvement shall be deemed "material" if it (or a series of related improvements in the aggregate) costs more than one hundred thousand dollars (\$100,000). "Material Improvements" for purposes of this Section 7 shall specifically include the initial Restaurant construction and the Mandatory Improvements identified in Section 4(E) herein. Lessee understands that both the initial Restaurant construction and the Mandatory Improvements require approval under the Master Plan and CC&R's in addition to the approvals required under this Lease. Lessee shall use its best efforts to complete its initial construction and open for business no later than the date which is two (2) years after the Effective Date of this Lease. Excluding temporary closures for good cause, the Restaurant shall remain open for business during business hours determined by Lessee for the entire duration of this Lease, including any term extensions. Temporary closures for good cause include, by way of example, closures for the purpose of performing renovations, repairs, or closure due to circumstances beyond Lessee's control.
- B. If Lessor shall give its consent to any Material Improvement, that consent shall be deemed to be conditioned upon Lessee acquiring all necessary permits prior to

commencement of the Material Improvement, and upon compliance by Lessee with all of the conditions of those permits in a prompt and expeditious manner, as well as compliance with the requirements of the Columbia Point Master Plan and CC&R's.

- C. All improvements constructed upon the Leased Premises by Lessee shall be owned by, and shall be the exclusive property of, the Lessee until termination of the Lease Term, at which point title shall revert to the Lessor, except that Lessee shall have the right to remove its trade fixtures.
- D. Lessee shall ensure that all work with respect to Improvements is done in a good and workmanlike manner and diligently prosecuted to completion. All Material Improvements shall be performed and done strictly in accordance with all applicable laws, ordinances and regulations, as well as the Columbia Point CC&R's and Master Plan, and the requirements of all insurance carriers and fire rating bureaus with respect to the Leased Premises.
- E. No later than ninety (90) days after the Effective Date, Lessee shall submit to Lessor its proposed plans and specifications for the construction and landscaping on the Leased Premises of the Restaurant. Lessee shall bear all costs and expenses associated with the construction of the Improvements and shall indemnify and save and hold Lessor harmless from any and all liability, cost, loss or expense of any nature arising out of the construction of the Improvements.
- F. Lessee shall commence construction of the Restaurant promptly upon receipt of the necessary zoning classification and building permit(s) and approvals pursuant to the CC&R's and Master Plan, but in no event shall construction commence later than the date which is one-hundred seventy-five (175) days after the Effective Date (subject to extension for reasonable cause). Lessee shall use commercially reasonable efforts to complete the work in accordance with a project schedule submitted to Lessor within fifteen (15) days after receiving the necessary zoning and building permit(s) and approvals. The project schedule shall be approved by Lessor prior to the start of construction, which approval shall not be unreasonably withheld or delayed.
- G. Lessee shall not authorize any material variance from the plans or specifications approved by Lessor without the prior written approval of Lessor, which approval shall not be unreasonably withheld or delayed. A variance shall be deemed "material" if it would materially affect the exterior of the Restaurant or the Improvements, the total number of square feet in the Restaurant, or decrease the total cost of construction by at least three percent (3%).
- H. Before Lessee or Lessee's contractors, subcontractors, agents or employees move any equipment onto the Leased Premises in connection with Lessee's improvement thereof, authorized representatives of Lessor and Lessee shall jointly inspect the Leased Premises and complete a written report describing the condition of any improvements installed or bonded by Lessor. Thereafter, Lessee and Lessee's contractors, subcontractors and agents, at their sole expense, shall: (a) maintain a

neat and orderly construction site and comply with any reasonable construction site maintenance requirements adopted by Lessor from time to time and all applicable regulations of the City of Richland; (b) regularly remove all debris from the Leased Premises; (c) mow grass, trim weeds and otherwise maintain vegetation on the Leased Premises; (d) locate portable toilets only in locations approved by Lessor; (e) maintain all drainage, erosion and sedimentation control facilities for or affecting the Leased Premises and any surrounding common area; (f) install effective temporary erosion and sedimentation control devices immediately after any clearing and grading is begun and maintain such devices until final landscaping is complete; (g) not deposit fill or other material or debris or construction materials in violation of any applicable laws (h) maintain unobstructed and reasonably clean conditions in the streets adjacent to the Leased Premises; (i) comply with all State, Federal and local safety and environmental laws and regulations, (j) comply with all requirements of the Master Plan and CC&R's and of the Design Review Committee (the "DRC"); (k) protect from damage, or promptly replace to their prior condition if damaged by Lessee or its contractors, subcontractors, agents or employees, all improvements and landscaping installed by Lessor; and (l) maintain good air quality in and around the site by taking any and all steps necessary to minimize the generation of dust or other air quality problems from the site.

- I. Within forty five (45) days after the completion date, Lessee shall deliver to Lessor each of the following:
  - 1. A certificate of occupancy, or any equivalent permit or certificate which may be required by any governmental authority prior to the commencement of business at the Leased Premises.
  - 2. If required by a Leasehold Mortgagee (defined in Section 9 below), but not otherwise, a survey of the Leased Premises, showing the completed structure(s) and parking facilities, and showing that there are no encroachments by either on any adjoining property.
  - 3. A CAD diskette showing a completed floor plan in detail of the Restaurant.
- J. Lessee acknowledges and agrees that certain portions of the Development are intended to be developed for single family and multi-family residential uses, for commercial uses, for public uses including a cultural complex & amphitheater, and for other permitted uses. Lessee hereby consents and waives any objection or protest to the zoning and development of the Development as shown in existing planning documents. Lessee further recognizes the proximity of the Leased Premises to a golf facility, which was opened for public play on September 14, 1997. Lessee hereby releases the Lessor, its agents, assigns, consultants, employees, officials and contractors from any and all claims which Lessee might otherwise have, known or unknown, including claims for property damage and personal injury up to and including death, resulting from the use of the adjacent property as a golf course, including all aspects of golf course use, including but not limited to use of portions of the course as a driving/practice range and maintenance

operations of the course. Lessee further acknowledges and agrees that Lessor's plans may be regularly modified and amended to obtain approvals for the Development. Lessee acknowledges that pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements for Columbia Point dated June 21, 2004, the DRC must approve plans for any construction within the Development and that it may exercise its discretion in giving or withholding its consent to a proposed design.

8. **Covenants of Lessee.** Lessee covenants that during the Lease Term it shall:
  - A. Promptly comply with all statutes, laws, ordinances, orders, judgments, decrees, injunctions, rules, regulations and licenses promulgated by governmental authorities with jurisdiction over the Leased Premises and applicable to the Leased Premises or any part thereof, the Restaurant, or to any use of or condition of the Leased Premises or any part thereof. Lessee shall remedy at Lessee's expense any failure of compliance created through Lessee's fault or by reason of Lessee's use. Provided, however, that if the Lessor should adopt a "living wage" ordinance which materially increase Lessee's operating costs, Lessee shall be entitled to an equitable adjustment of the Rent and other payments required under this Lease.
  - B. Lessee shall maintain at an office in 82 Wellsian Way, Richland, Washington (or other location reasonably selected by Lessee), all records respecting its revenue at the Restaurant from which the Concession Fee can be computed, which records shall be open for inspection and audit by Lessor, its employees, accountants and agents during all reasonable business hours and upon reasonable notice. Such records shall be retained for at least three (3) years following the end of each Lease Year to which they are applicable.
9. **Financing of Improvements By Lessee.** Lessee shall have the right at any time, without Lessor's consent, to pledge all or any portion of Lessee's leasehold estate in the Leased Premises as security for a loan to Lessee from any Leasehold Mortgagee. A "Leasehold Mortgagee" is defined as a Lender holding a security interest in Lessee's Leasehold Estate or Lessee's interest in the Leased Premises, or any portion thereof, pursuant to a mortgage, deed of trust or other security instrument recorded in the official records of Benton County, Washington. The following provisions of this Section 9 shall be applicable only if there is a Leasehold Mortgagee:
  - A. Notwithstanding the first sentence of this Section 9, Lessor's fee interest in the Leased Premises shall not under any circumstances or at any time be subordinated to the security interest in Lessee's Leasehold Estate granted by Lessee to any Leasehold Mortgagee. The granting by Lessee to any Leasehold Mortgagee of the security interest in Lessee's Leasehold Estate (whether by mortgage, deed of trust or other security instrument) shall not create any new lien or encumbrance upon Lessor's fee interest in the Leased Premises (i.e., in addition to the lien of Lessee's Leasehold Estate). Lessee shall have no right to pledge Lessor's fee interest in the Leased Premises as security for the repayment of any indebtedness by Lessee to a

Lender.

- B. If Lessee's Leasehold Estate is transferred to or acquired by any Leasehold Mortgagee, said Leasehold Mortgagee shall promptly provide to Lessor a certified copy of the instrument(s) evidencing the Leasehold Mortgagee's acquisition of Lessee's Leasehold Estate, together with a written notice specifying the address of Leasehold Mortgagee to which Lessor may mail notices required or permitted under this Lease. This requirement shall be made a part of any agreement between Lessee and a Leasehold Mortgagee. Lessor shall not be obligated to recognize a Leasehold Mortgagee as the successor in interest to Lessee's Leasehold Estate unless and until the Leasehold Mortgagee has satisfactorily complied with the requirements of the preceding sentence.
- C. The execution and delivery by Lessee to any Leasehold Mortgagee of any mortgage, trust deed or other security instrument with respect to Lessee's Leasehold Estate in accordance with subparagraph (a) hereof shall not be an event of default by Lessee under this Lease.
- D. This Lease may not be terminated or surrendered by Lessee without the prior written consent of the Leasehold Mortgagee; and no amendment, waiver or deferral of the terms of this Lease shall be valid or binding on any Leasehold Mortgagee without such Leasehold Mortgagee first giving its written consent thereto.
- E. Promptly after the execution and recordation of a mortgage, deed of trust or other security instrument encumbering all or a portion of the Lessee's Leasehold Estate (hereinafter, a "Mortgage"), the Leasehold Mortgagee therein shall notify Lessor in writing that such Mortgage has been given and executed by Lessee and shall at the same time furnish Lessor with the address to which such Leasehold Mortgagee desires copies of notices to be mailed. Lessor hereby agrees to mail to such Leasehold Mortgagee at the address so given, duplicate copies of any and all written notices which Lessor may from time to time give or serve upon Lessee under and pursuant to the terms and provisions of this Lease. Notice shall be valid when provided pursuant to Section X of this Lease.
- F. The performance of the terms and conditions of this Lease by any Leasehold Mortgagee shall be binding upon Lessor. Any Leasehold Mortgagee shall have the right to cure any default under this Lease; and Lessor shall accept such performance by or at the request of any Leasehold Mortgagee as if the same had been made by Lessee.
- G. Lessor shall not exercise any remedies which would terminate this Lease or cause any loss or forfeiture of Lessee's Improvements on the Leased Premises or Lessee's Leasehold Estate without first giving any Leasehold Mortgagee written notice specifying the nature of Lessee's default and:
  - 1. Such default is a failure by Lessee to pay Rent to Lessor or perform any other obligation under this Lease which is capable of performance by the payment of money, and a Leasehold Mortgagee does not cure such default within sixty (60) days after receipt of written notice of such default; or

2. In the event of any other default hereunder susceptible of being cured by a Leasehold Mortgagee, a Leasehold Mortgagee does not cure such default within ninety (90) days, or if such default is of a nature such that it cannot be cured within a ninety (90) day period, a Leasehold Mortgagee does not commence within ninety (90) days after receipt of written notice of such default the work of curing such default, or fails to diligently prosecute such cure to completion. Lessor may take action pursuant to this Section regardless of whether, during the cure period, the Leasehold Mortgagee pays all Rent and other monetary obligations under this Lease as and when due. If such default cannot reasonably be cured without obtaining possession of the Leasehold Premises or Improvements or title to Lessee's Leasehold Estate, any Leasehold Mortgagee may commence and thereafter pursue to completion proceedings to obtain possession and/or to foreclose the lien held by such Leasehold Mortgagee or diligently proceed to obtain title to Lessee's Leasehold Estate by deed in lieu of foreclosure and such action shall be deemed to satisfy the above requirement that such Leasehold Mortgagee commence and carry to completion the curing of such default, provided that such Leasehold Mortgagee cures to completion within one hundred fifty (150) days such default after receiving written notice of such default by foreclosing or otherwise, and provided that during the cure period, the Leasehold Mortgagee pays all rent and other monetary obligations under this Lease as and when due; or
3. In the event of Lessee's default which is not susceptible of being cured by a Leasehold Mortgagee, such default shall be deemed to be cured if within ninety (90) days after receiving written notice from Lessor setting forth the nature of such default a Leasehold Mortgagee shall have commenced foreclosure or other appropriate proceedings and shall thereafter diligently prosecute such proceedings to completion and complete such proceeding within one hundred fifty (150) days after receiving written notice of the default, provided that during the cure period, the Leasehold Mortgagee pays all Rent and other monetary obligations under this Lease as and when due. Nothing herein contained shall be deemed to require any Leasehold Mortgagee to continue with such foreclosure or any other proceedings or with efforts to obtain a deed in lieu of foreclosure or once having obtained possession of the Leased Premises to continue in possession thereof.

**H. New Lease.**

1. If this Lease shall terminate prior to the expiration of the Lease Term for any reason, including, without limitation, operation of law, Lessor shall enter into a new lease in recordable form with the first priority Leasehold Mortgagee within sixty (60) days after the termination of this Lease, provided such Leasehold Mortgagee executes and delivers such new lease. Such new lease shall have the same priority as this Lease and shall contain the same terms and provisions of this Lease.

2. Notwithstanding anything to the contrary in such new lease, the party executing such new lease as the tenant thereof shall have the right to transfer such new lease, without Lessor's consent, to any person or entity with a net worth equal to or exceeding the net worth of Lessee as of the Effective Date, provided notice of transfer or assignment is sent to Lessor; and after any such initial transfer any provisions in the new lease restricting the Lessee's right to transfer the new lease shall apply. Any transferee (or its affiliate) of such new lease pursuant to the prior sentence shall either (i) have comparable experience to Lessee in operating and managing Restaurants similar to the Restaurant then located on the Leased Premises, or (ii) hire a third-party manager with comparable experience to Lessee in operating and managing Restaurants similar to the Restaurant then located on the Leased Premises to manage the Restaurant located on the Leased Premises. The liability under such new lease of the party executing such new lease as the tenant thereof shall cease upon the assignment of the new lease. Such new lease shall be effective as of the date of termination of this Lease and shall be effective for the remainder of the Lease Term and at the rent and upon all of the agreements, terms, covenants and conditions hereof. In addition, any transferee pursuant to this Section 9(H)(2) shall operate the Restaurant, at a minimum, in a manner substantially similar to the operation of the Restaurant prior to the transfer so that the Restaurant shall serve, at a minimum, the same type of clientele with the same level of amenities.
3. In the event that a Leasehold Mortgagee's nominee or designee shall be the tenant under such new lease, such Leasehold Mortgagee shall, at its election, have the right to continue its Mortgage against such new lease and the Improvements, as well as all fixtures and personal property located thereon to secure payment of any outstanding indebtedness to such Leasehold Mortgagee.
4. This Lease may be assigned or transferred to any party without Lessor's consent as a result of foreclosure or a result of a deed in lieu of foreclosure. Additionally, any party who acquires title to this Lease at foreclosure or by deed in lieu of foreclosure or as a nominee or designee of any former Leasehold Mortgagee or who is a former Leasehold Mortgagee and receives title from its nominee or designee shall be able to assign this lease to any party without Lessor's consent. Any transferee (or its affiliate) of this Lease pursuant to the prior sentence shall either (i) have comparable experience to Lessee in operating and managing Restaurants similar to the Restaurant; or (ii) hire a third-party manager to manage the Restaurant who has comparable experience to Lessee in operating and managing Restaurants similar to the Restaurant. Any such transferee pursuant to this Section 9(H)(4) shall operate the Restaurant, at a minimum, in a manner substantially similar to the operation of the Restaurant prior to the transfer and in compliance with this Lease so that the Restaurant shall serve, at a

minimum, the same type of clientele with the same level of amenities.

10. **Assignments and Subletting By Lessee.**

- A. Except as expressly permitted by Section 9 of this Lease, Lessee shall not, without the prior written consent of Lessor, which consent Lessor shall not unreasonably withhold, assign or transfer its interests under this Lease in whole or in part. In considering whether to grant or withhold consent, Lessor may consider the following factors and any others reasonably deemed appropriate by Lessor: (i) the creditworthiness of the proposed transferee; (ii) the nature of the proposed use of the premises by the transferee, which under all circumstances shall continue to be an upscale restaurant; (iii) the ability of the proposed use of the premises by the transferee to generate revenue equivalent to that generated by Lessee; and (iv) the restaurant expertise and reputation of the transferee. If, however, Lessee assigns this Lease to an entity in which it retains a majority ownership interest, the written consent of Lessor shall not be required. If Lessee is a corporation, partnership or limited liability company, any transfer of this Lease from Lessee by merger, consolidation or liquidation, or a transfer or transfers of beneficial ownership interests in Lessee which in the aggregate constitute more than 51% of the beneficial ownership interest in Lessee shall constitute an assignment for the purpose of this Lease and shall require the written consent of Lessor. Any consent by Lessor to any assignment shall not constitute a waiver of the necessity of such consent to any subsequent assignment. Each assignee or transferee shall assume and be deemed to have assumed all of Lessee's obligations under this Lease and shall remain liable jointly and severally with Lessee for the payment of all rent and for the due performance of all the terms, covenants, conditions and agreements herein contained on Lessee's part to be paid and performed for the term of this Lease. No assignment shall be binding on Lessor unless such assignee or Lessee shall deliver to Lessor a counterpart of such assignment and an instrument in recordable form which contains a covenant of assumption by the assignee. No assignment by Lessee with the consent of Lessor shall relieve Lessee or any guarantor of this Lease of its obligations hereunder unless Lessor expressly so agrees in writing.
- B. The foregoing notwithstanding, the Lessee shall not be required to obtain Lessor's consent with respect to: (i) transfers of stock to any of the following: existing shareholders of Lessee, members of their families, entities owned by such persons, or trusts for the benefit of such persons; or (ii) a single transaction pursuant to which substantially all of Lessee's restaurants are sold to a single buyer, whether that transaction is structured as a merger, stock sale or asset sale.

11. **Lessee's Default.** The following shall be "events of default" under this Lease, and the terms "event of default" or "default" shall mean, whenever used in this Lease, any one of the following events: (i) the failure by Lessee to pay or cause to be paid the full amount of any rent or other charge specified in this Lease within thirty (30) days after the date of a written

notice from Lessor to Lessee demanding payment of the delinquent amount; or (ii) the failure by Lessee to comply with any term or condition, or fulfill any obligation of this Lease (other than the payment of rent or other charge) within sixty (60) days after written notice by Lessor specifying the nature of the default with reasonable particularity and requesting that the default be remedied, provided, however, that if the default is of such a nature that it cannot be completely remedied within the sixty (60) day period, then Lessee shall be required only to begin correction of the default within the sixty (60) day period and thereafter proceed with reasonable diligence and good faith to affect the remedy as soon as possible; or (iii) abandonment of the premises by Lessee; or (iv) to the extent permitted by the United States Bankruptcy Code, insolvency of Lessee; an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver or a liquidator of the properties of Lessee; the filing of an involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within sixty (60) days after filing; attachment of or the levying of execution on the Lessee's Leasehold Estate and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days; the filing of an application by Lessee for a consent to the appointment of a receiver, trustee or liquidator of itself or of substantially all of its assets; or the filing of a pleading in any court of record admitting in writing its inability to pay its debts as they become due; or the filing by Lessee of an answer admitting the material allegations of or consenting to or defaulting in answering a petition filed against it in any bankruptcy proceeding.

A. Whenever any event of default shall have occurred, Lessor shall have all rights and remedies available to Lessor at law or in equity by reason of that default, including but not limited to the following rights and remedies:

1. The right to declare, by written notice to Lessee, that all unpaid and delinquent installments of rent, and all other unpaid and delinquent charges and payments due under this Lease, shall be immediately due and payable, whereupon those amounts become immediately due and payable; or
2. Subject to Section 9 of this Lease, the right to terminate all rights of Lessee under this Lease, by giving written notice of termination to Lessee. In the event of such termination, Lessor shall have the right to re-enter and take possession of the Leased Premises and the Restaurant and remove all persons and property therefrom by summary proceedings or otherwise, and to recover from Lessee: (i) any unpaid rent earned at the time of termination, plus (ii) any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform its obligations under this Lease or which in the ordinary course of affairs would be likely to result therefrom. In the event of any re-entry of the Leased Premises following termination of this Lease, Lessor may make any suitable alterations or changes in the character or use of the Leased Premises, provided that Lessor shall not be required to relet the Leased Premises for any use or purpose other than that specified in this Lease or for any use or purpose which Lessor

may reasonably consider injurious to the Leased Premises. Lessor may relet all or a portion of the Leased Premises, either alone or together with other properties, for a term longer or shorter than the term of this Lease, and upon any reasonable terms and conditions.

3. Subject to Section 9 of this Lease, and to the extent permitted by law, the right to terminate Lessee's possessory interest in the Leased Premises and the Restaurant, without terminating this Lease, in which case Lessor shall have the right to enter and take possession of the Leased Premises and Restaurant and to remove and exclude Lessee from possession of the Leased Premises and Restaurant and to use its best efforts to lease the Leased Premises and Restaurant to another for the account of Lessee.
  4. Any such entry and other actions so taken by Lessor shall not operate as a waiver or satisfaction, in whole or in part, of any claim or demand arising out of or connected with any breach or default by Lessee of its obligations under this Lease. If Lessor re-enters the Leased Premises and Restaurant but does not elect to terminate Lessee's Leasehold Estate, then Lessor may from time to time, without terminating this Lease, either recover from Lessee all rentals as they become due, or relet the Leased Premises, Restaurant or any portion thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable. Any rentals so received by Lessor from such reletting shall be applied as follows: first, to the payment of any damages and indebtedness, other than rent due hereunder, owed by Lessee to Lessor; second, to the payment of any costs of such reletting; third, to the payment of the costs of any reasonably necessary alterations and repairs to the Leased Premises or Restaurant required in connection with such reletting; fourth, to the payment of rent due and unpaid hereunder; and last, to the payment of any future rent as the same may become due and payable hereunder. If the portion of the rental amount received from reletting which is applied to the payment of rent hereunder is less than the monthly rent payable by Lessee, then Lessee promptly shall pay the deficiency to Lessor. Lessee also shall pay promptly to Lessor any costs and expenses incurred by Lessor in connection with a reletting or in making reasonably necessary alterations and repairs to the Leased Premises or Restaurant which are not covered by the rental received from reletting.
- B. If Lessee fails to pay prior to delinquency any amount which Lessee is required to pay to any third party under this Lease (including but not limited to any tax, assessment, utility cost, insurance premium and/or maintenance expense), then Lessor shall have the right, but not the obligation, to pay that amount for the account of Lessee, and Lessor thereafter shall have the right to recover that amount from Lessee as additional rent, together with interest from the date of expenditure by Lessor until repaid at the rate of twelve percent (12%) per annum. Lessee's failure to reimburse Lessor for any amount paid by Lessor on Lessee's account pursuant to

the preceding sentence, within ten (10) days after Lessor makes written demand for such reimbursement, shall be an event of default by Lessee under this Lease.

- C. No remedy conferred upon or reserved to Lessor under this Lease is intended to be exclusive of any other available remedy, but each and every remedy shall be cumulative and in addition to every other remedy given under this Lease or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, and any such right or power may be exercised from time to time and as often as deemed expedient by Lessor. In order to entitle Lessor to exercise any remedy reserved to Lessor, it shall not be necessary to give any notice other than a notice which is expressly required in this Lease.
12. **Landlord's Lien.** To the extent provided by Washington law, Lessor shall have a statutory lien upon the improvements, Restaurant, fixtures and furnishings constructed on or located on the Leased Premises by Lessee. Lessor agrees that this lien shall be subordinate to any and all liens granted by Lessee to any Leasehold Mortgagee, and Lessor shall, promptly upon request from Lessee, execute and deliver to any Leasehold Mortgagee any and all documents reasonably necessary to evidence this subordination.
13. **Utilities.** Lessee shall be responsible for and shall pay the cost of all water, electricity, natural gas, heating oil, telephone service, refuse collection, sewage and other utilities and services provided to the Leased Premises, or used on or in connection with the Leased Premises, during the Lease Term. Lessor shall not be responsible for the quality, quantity, interruption or failure in the supply of any utility to the Leased Premises when said supply is so affected as a result of conditions beyond the control of Lessor.
14. **Taxes on Real and Personal Property.** Lessee shall pay all real property taxes, leasehold excise tax, general and special assessments, system development charges, and other taxes and charges which are levied on or assessed against the Leased Premises or Improvements located on the Leased Premises during the Lease Term, as those taxes and assessments become due and payable and before delinquency. If at any time during the Lease Term, under the laws of the State of Washington or any political subdivision thereof, any tax is levied or assessed against Lessor directly in substitution in whole or in part for real property taxes on the Leased Premises or Improvements located thereon, Lessee shall pay and discharge such tax. Lessee also shall pay all transient occupancy taxes and personal property taxes and other taxes and charges which are levied on or assessed against the Improvements, Restaurant, fixtures, equipment, furniture, inventories, merchandise and any other personal property installed or located on the Leased Premises during the Lease Term, as those taxes become due and payable, and before delinquency, and regardless of whether such levy or assessment is made against Lessee or against Lessor, and regardless of whether the property has been installed by Lessee or by Lessor. Lessee shall make all tax payments directly to the taxing authorities.
- A. If any tax, assessment or charge is permitted by a taxing authority to be paid in

installments, Lessee may elect to do so as long as each installment, together with any interest charged, is paid before it becomes delinquent, and provided that Lessee only shall be obligated to pay those installments due and payable during the Lease Term or incurred or charged during the Lease Term but payable in installments after the termination of this Lease.

- B. Any tax, assessment or charge relating to a fiscal period of the taxing authority, a part of which period is included within the Lease Term, and a part of which is included in a period of time before the commencement or after the termination of the Lease Term, shall, regardless of whether such tax, assessment or charge shall become due and payable during the Lease Term, be adjusted as between Lessor and Lessee as of the commencement or termination of the Lease Term, as the case may be, so that Lessor shall bear that proportion of such tax, assessment or charge which is attributable to that part of such fiscal period included in the period of time before the commencement or after the termination of the Lease Term, and Lessee shall bear the remainder thereof.
- C. Lessee may contest in good faith the validity or amount of any tax, assessment or charge in accordance with the procedures established by applicable statute or administrative rule, as long as the Leased Premises are not subjected to any lien as a result of the contest.
- D. Lessee shall be responsible for the payment of all dues and assessments imposed on the Leased Premises pursuant to the CC&R's and Master Plan while this Lease is in effect. Lessee shall by virtue of this lease assume a proportionate voting position as to this property before the Columbia Point Master's Association.

15. **Repairs And Maintenance.**

- A. Lessee shall be solely responsible for maintaining in a safe, healthy, workable and neat condition any and all landscaping and Improvements constructed on the Leased Premises, including parking facilities and sidewalks. Lessee shall make all necessary repairs, interior and exterior, structural and nonstructural, ordinary as well as extraordinary, to the structures and Improvements on the Leased Premises, including parking facilities and sidewalks. Lessee shall provide for snow and ice removal as necessary.
- B. In the event any portion of the Improvements shall be in need of repair due to normal wear and tear or be damaged because of Improvements installed, or in the event repairs and/or replacements are required by reason of the act, misuse or neglect of Lessee, its agents, employees, invitees, licensees or contractors, Lessee agrees to make such repairs and/or replacements promptly and properly at Lessee's sole expense and save and indemnify and hold Lessor harmless from all loss, cost and expense resulting from the same.
- C. All repairs and replacements made by Lessee shall be equal in quality to the original work. If Lessee refuses or neglects to commence or complete repairs and/or replacements within thirty (30) days from written notice of Lessor, Lessor may, but

shall not be required to, make or complete said repairs and replacements, and Lessee shall pay the costs thereof to Lessor within thirty (30) days following Lessor's giving notice of same to Lessee. No such action by Lessor shall in any way be deemed to be a waiver by Lessor of any right Lessor may have hereunder on account of any default by Lessee.

- D. Lessor and its authorized agents shall have the right to inspect the Leased Premises, Improvements and Restaurant during regular working hours upon reasonable written notice to Lessee to determine whether Lessee is complying with its obligations under this Section.

**16. No Tax or Mechanic's Liens.**

- A. Lessee shall keep the Leased Premises and Improvements free and clear of all personal property tax liens and any non-authorized encumbrances. Lessee shall pay as due all uncontested claims for labor or work done on, and for services rendered or material furnished to, the Leased Premises, and Lessee shall keep the Leased Premises and Improvements free from any mechanic, workman or materials liens of any kind. If Lessee receives notice of the filing of any such claim or lien against the Leased Premises or Improvements or the commencement of any action which might affect the title to the Leased Premises, Lessee shall give prompt written notice thereof to Lessor and Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing, either by payment, deposit or bond.
- B. Nothing in this Lease shall be deemed to be, or be construed in any way as constituting, the consent or request of Lessor, express or implied, by inference or otherwise, to any person, firm or other entity for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration, or repair of or to the Leased Premises or to the Improvements, or as giving Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that might in any way give rise to the right to file any lien against Lessor's interest in the Leased Premises or against Lessor's interest, if any, in the Improvements. Lessee is not intended to be an agent of Lessor for the construction of the Improvements on the Leased Premises. Lessor shall have the right to post and keep posted at all reasonable times on the Leased Premises and on the Improvements any notices that Lessor deems appropriate to post for the protection of Lessor and of the Leased Premises and of the Improvements from any such lien.

**17. Insurance.**

- A. Lessee shall maintain and shall pay all premiums with respect to insurance protecting both Lessor and Lessee as the named insureds against loss or liabilities arising from personal injury or death or damage to property caused by any accident or occurrence (subject only to such exclusions as are standard in Washington liability insurance policies) in connection with the construction, use, operation or condition of the Leased Premises and Improvements and Restaurant. If alcoholic

beverages are served at the Restaurant, such insurance coverage shall include liquor liability insurance with limits of not less than \$10,000,000, which may be accomplished by a combination of primary and excess insurance policies. Lessee further agrees to provide auto liability insurance with a minimum amount of coverage of \$ 1,000,000 for all Lessee-owned vehicles used in conjunction with the Restaurant. Any proceeds of the insurance referred to in this paragraph shall be applied toward extinguishment or satisfaction of the liabilities with respect to which those insurance proceeds are paid. The City shall be named as an additional insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

- B. Lessee shall maintain and pay for all premiums for insurance against loss or damage to the Improvements and Restaurant located on the Leased Premises by fire, lighting, vandalism, theft, malicious mischief, sprinkler leakage, breakage of plate glass, or other perils or casualties covered by a standard property insurance policy with an all risk endorsement (but excluding earthquakes and floods). Insurance shall be for 90% of the full insurable value of all Improvements. All such insurance shall be for the benefit of Lessor, Lessee and any Leasehold Mortgagees, as their interests shall appear.
- C. Lessee shall maintain and pay for all premiums for comprehensive boiler and machinery insurance on all boilers and pressure vessels, whether fired or unfired, electrical apparatus, air conditioning, refrigerating equipment and mechanical apparatus located in the Restaurant in the sum of not less than 90% of the full current replacement value thereof once the first system comes online.
- D. Lessee, its subcontractors, if any, and all employers providing work, labor or materials under this Lease are subject employers under the Washington Workers' Compensation Law and shall comply with that law, which requires said employers to provide workers' compensation coverage that satisfies Washington law for all their subject workers. Out-of-state employers must provide Washington workers' compensation coverage for their workers who work in Washington. Contractors performing the work without the assistance or labor of any employee need not obtain such coverage. Lessee shall require proof of such workers' compensation coverage by receiving and keeping on file a certificate of insurance from each subcontractor or anyone else directly employed by either the Lessee or subcontractor. Lessor shall assume no liability for Lessee's Workers Compensation obligations under this Lease.
- E. 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 Lessee and the Lessor, its officers, officials, employees, and volunteers, the Lessee's liability hereunder shall be only to the extent of the Lessee's negligence.

- F. The following provision shall be inserted in any construction contract affecting the Leased Premises and shall run to the benefit of both the Lessor and Lessee:

For the sole purpose of effecting the indemnification obligations under this Agreement and not for the benefit of Contractor's employees or any third parties unrelated to the Indemnified Parties, Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. (CONTRACTOR'S INITIALS \_\_\_\_\_) .

Further, the indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under worker compensation acts, disability benefits acts or other employee benefit acts.

- G. Lessee hereby releases Lessor and Lessor's agents and employees from responsibility and liability for loss or damage occurring to, or in connection with the use of the Leased Premises, Improvements, and Restaurant to the extent that said loss or damage is covered under any insurance policy (excluding worker's compensation insurance) maintained by Lessee with respect to the Leased Premises, Improvements, and Restaurant. Lessee waives all right of recovery against Lessor and Lessor's agents and employees for such loss or damage. Lessee agrees to: (i) notify Lessee's insurance carrier(s) of the release and waiver set forth in the preceding sentence, and (ii) obtain from Lessee's insurance carrier(s), at Lessee's sole cost, a written waiver of all subrogation rights against Lessor and Lessor's agents and employees.
- H. All insurance required to be carried by Lessee under Subsections 17(A) and (B) shall be issued by responsible insurance companies with an A.M. Best Rating of not less than A:VII, qualified to do business in the State of Washington. Lessee shall furnish copies of all insurance policies to Lessor promptly upon request by Lessor. Each policy shall be endorsed to provide that the insurer agrees to notify Lessor and any Leasehold Mortgagees not less than thirty (30) days in advance of any material modification or cancellation of the policy. Prior to the expiration of any insurance policy, Lessee shall obtain renewals or binders for the issuance of one or more replacement insurance policies.
- I. Builders Risk Insurance. Builders Risk insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work shall have a deductible of \$15,000 for each occurrence, which shall be the responsibility of Lessee. Higher deductibles for perils may be accepted by Lessor upon written request by Lessee and written acceptance by Lessor. Any

increased deductibles accepted by Lessor will remain the responsibility of the Lessee. The Builders Risk insurance shall be maintained until the certificate of occupancy is issued.

18. **Surrender Upon Termination.** Upon expiration of the Lease Term, or upon earlier termination of this Lease for any reason, Lessee shall promptly and peaceably surrender the Leased Premises, Improvements and Restaurant in good condition, provided, however that depreciation and wear and tear from ordinary use permitted under this Lease need not be restored by Lessee and Lessee shall have no obligation to make any capital improvements to the Restaurant upon such surrender. Any and all buildings, fixtures, equipment and other improvements and/or items of tangible personal property constructed or located upon the Leased Premises which Lessee is not obligated to remove pursuant to this paragraph shall become, and thereafter shall be and remain, the sole and exclusive property of Lessor. The foregoing notwithstanding, Lessee shall have the right to remove Lessee's trade fixtures and personal property.

- A. If Lessee remains in occupancy of the Leased Premises after termination of the Lease Term, then Lessor shall have the option to treat Lessee as a tenant from month to month, subject to all of the provisions of this Lease, provided that Lessee shall pay as rent for each month Lessee's tenancy continues beyond the termination of this Lease, the sum equal to 125% of the last applicable Rent plus 100% of the Concession Fee. Acceptance by Lessor of rent subsequent to termination of the Lease Term shall not result in a renewal of this Lease and shall not constitute a waiver of Lessor's right to re-enter the Leased Premises, remove Lessee, or exercise any other rights available to Lessor under this Lease or provided by law.

19. **Damage by Fire or Casualty.**

- A. Definitions. The following definitions shall apply in construing provisions of this Lease relating to damage by fire or casualty to all or any part of the Leased Premises, Restaurant or other Improvements:
1. "Partial Damage" means any damage to the Leased Premises and/or Restaurant and other Improvements that is not either Total or Substantial Damage.
  2. "Substantial Damage" means damage which occurs in the last five (5) years of the Lease Term and is damage to so much of the Leased Premises and/or Restaurant and other Improvements that the portion of the Leased Premises and/or Restaurant not damaged cannot be repaired or reconstructed, taking into account the amount of insurance proceeds available for repair or reconstruction, so as to constitute a complete, rentable structure capable of producing a proportionately fair and reasonable net annual income after the payment of all operating expenses and rents, and after performance of all covenants and conditions required of Lessee by law and under this Lease.
  3. "Total Damage" means total destruction of the Leased Premises and/or the Restaurant and other Improvements.

- B. Notice and Reporting Requirements. In the event of any damage or loss to the Leased Premises by reason of fire or other casualty where such loss or damage is reasonably estimated to exceed \$1,000,000, Lessee shall give immediate notice thereof to Lessor.
- C. Obligation to Repair. If the Restaurant or any replacement thereof, or if the machinery, fixtures and equipment placed therein by Lessee, shall be totally or partially damaged or destroyed by fire or otherwise at any time during the Lease Term, Lessee will commence, as soon as is reasonable under the circumstances, and continue thereafter diligently and without interruption thereof, subject only to Section 44 herein, at Lessee's sole expense, to repair, restore and rebuild the same as nearly as possible to the condition they were in immediately prior to such damage or destruction, or with such changes or alterations as may be made in conformity with the provisions of this Lease relating to changes or alterations. This obligation to repair shall apply regardless of the availability of insurance proceeds and regardless of the manner in which such proceeds are disbursed
- D. Continuing Obligation to Pay Rent. Except to the extent Lessor is reimbursed by the proceeds of rental value insurance, Lessee's obligation to make payment of rent due under this Lease and to perform all its covenants and conditions shall not be affected by any damage or destruction of the Leased Premises or Restaurant or replacement thereof by any cause whatsoever, other than damage caused by the negligence or wrongful act(s) of the Lessor or of Lessor's employees, agents or contractors. Lessee hereby waives the provisions of any statute or law now or hereafter in effect contrary to such obligations of Lessee, as herein set forth, or which relieves Lessee therefrom.
- E. Damage During Last Five Years. Notwithstanding any provision of this Section 19 to the contrary, if, during the last five years of the then current term of the Lease, the Premises are substantially damaged, then Lessee shall have the right to terminate this Lease by written notice given to Lessor within 120 days after the date of such damage or destruction. Such termination shall be effective as of the date of receipt of Lessee's notice to terminate and all rent due under this Lease shall be apportioned and paid up to the date of termination. In such event, the insurance proceeds from any fire or casualty insurance shall be apportioned and distributed as follows:
1. First, to Lessor in an amount equal to the lesser of: (i) the cost of repairing the damage; or (ii) the cost of demolishing the remaining improvements on the Leased Premises and restoring the Leased Premises to the condition existing on the Effective Date of this Lease, plus the discounted present value of the Rent that would otherwise have been due under this Lease for the remainder of the current term of the Lease using as a discount rate the interest rate prevailing on the date of termination on corporate bonds rated AAA, by Moody's Investors Service. If, on the date of termination, Moody's Investors Service is no longer published or such service no longer provides

a rating for corporate bonds known as AAA, another comparable index shall be chosen by mutual agreement of Lessor and Lessee. The parties agree that the Rent that would otherwise have been due Lessor, under this Lease for the remainder of the current term of the Lease, shall be computed assuming that the adjustment(s) to the Rent that would occur during such period pursuant to Section 4 is calculated using the same method used to calculate the last adjustment to the Rent prior to the date of termination.

2. Second, to any Leasehold Mortgagee holding a Mortgage, in order of priority, at the time of such damage or destruction, for application to or toward the unpaid balance and accrued but unpaid interest secured by such Mortgage; and
3. Third, to Lessee or persons entitled thereto, the remainder, if any.

F. Settlement Negotiations. Lessee shall have the sole right to conduct any insurance settlement negotiations in regard to any damage to, or destruction of, the Leased Premises or Restaurant which is in an amount less than \$1,000,000. If the damage to, or destruction of, the Leased Premises or Restaurant exceeds \$1,000,000, Lessee shall so notify Lessor. When Lessee submits the claim to the insurance company, Lessee shall concurrently furnish a copy of the claim to the Lessor. Lessee shall, also furnish Lessor with a copy of any proposed settlement regarding damage or destruction in excess of \$1,000,000, and Lessor shall have until the later of: (a) 45 days after receipt of a copy of such claim; or (b) 15 business days after receipt of a copy of such proposed settlement, to approve or disapprove said settlement. If Lessor does not disapprove said settlement proposal prior to the later date as determined under (a) or (b) above, Lessor shall be deemed to have approved said settlement proposal. If Lessor shall, prior to the later date as determined under (a) or (b) above, disapprove said settlement proposal, no settlement shall be binding upon Lessor until Lessor shall have approved the same in writing. In the event this Lease shall be terminated pursuant to Section 19(e), Lessor and any Leasehold Mortgagees shall have the right to negotiate and make any insurance settlement. The party not conducting such negotiations and settlement agrees to cooperate with the other party in such negotiations and settlement. In any event, Lessee agrees to furnish Lessor with a reasonable estimate of the amount of the prospective insurance recovery as soon as such information is available to Lessee, and from time to time to furnish updated estimates thereof to Lessor.

20. **Eminent Domain.**

- A. Lessor's Power of Eminent Domain. The Lessor agrees that it will not use its eminent domain powers to acquire the Leased Premises for any commercial or quasi-commercial purposes, or to accomplish a unilateral modification of the Lease. Lessor shall have the right to use its eminent domain powers to accomplish objectives that satisfy a public purpose, such as street-widening.
- B. Total Taking. In the event of a total taking of the Leased Premises by a governmental agency other than the Lessor, each party shall be entitled to pursue

recovery of an award based upon the loss of its interest in the Leased Premises including the Restaurant. In the event separate awards cannot be obtained, the parties agree to cooperate with one another in pursuing a claim. Neither party shall have the right to force the other to accept a settlement. In such event, the total recovery shall be divided between the parties in proportion to the economic value of their respective interests in the Leased Premises as improved.

- C. **Partial Taking.** In the event a portion of the Leased Premises are taken by the Lessor, in addition to any financial award to which the Lessee may be entitled, the Rent and other charges payable by the Lessee under this Lease shall be equitably adjusted. In the event of a partial taking by a governmental agency other than the Lessor, the proceeds of the award shall first be used to restore the Leased Premises (to the extent possible). The balance of the award, if any, shall be allocated between the parties as provided in Subsection (B) above. If, notwithstanding the restoration or attempt to restore the Leased Premises, the value of the Leased Premises has been materially diminished by the partial taking, the Rent and other charges payable by the Lessee to the Lessor pursuant to this Lease shall be equitably adjusted. In the event that Lessee reasonably determines that, by reason of the partial taking, it is no longer commercially reasonable to operate the Restaurant, the Lessee shall have the right to terminate the Lease. In such event, the award resulting from the partial taking shall be allocated between the parties as provided in Subsection (B) above.

21. **Estoppel Certificate.** Within twenty (20) days after request therefore by either party to this Lease, the non-requesting party shall deliver a certificate to any proposed mortgagee, purchaser, sublessee, or assignee and to the requesting party, certifying (if such be the case) that this Lease is in full force and effect, the date of Lessee's most recent payment of rent, that there are no defaults of either party to this Lease, that the non-requesting party has no defenses or offsets outstanding, or stating those claimed, and any other information reasonably requested. Failure to deliver said statement within such twenty (20) day period shall be conclusive upon the non-requesting party that: (a) this Lease is in full force and effect; (b) there are no uncured defaults in the requesting party's performance and the non-requesting party has no right of offset, counterclaim or deduction against any rent due under this Lease; and (c) no more than one (1) period's Rent has been paid in advance.

22. **Lessor's Representations, Warranties and Covenants.** In connection with and as an inducement to Lessee's lease of the Leased Premises from Lessor, Lessor makes the following representations, warranties and covenants to Lessee, its successors and assigns, and upon which Lessee has relied in entering this Lease.

- A. Lessor has full authority to execute this Lease and to complete the transactions described in this Lease, and no consent by any person other than Lessor to the transaction contemplated by this Lease is required.
- B. No notice from any governmental body has been served upon Lessor respecting the Leased Premises claiming any violation of any law, ordinance, code or regulation.

- C. No portion of the Leased Premises has been condemned or otherwise taken by public authority, and, to Lessor's actual knowledge, no such condemnation is threatened or contemplated.
- D. There are no actions, suits or proceedings pending or threatened, or, to Lessor's actual knowledge, contemplated which could have an adverse effect upon the Leased Premises.
- E. To Lessor's actual knowledge, and except as disclosed on the Phase I and Phase II environmental reports referenced on Exhibit P, no portion of the Leased Premises has ever been used for the manufacture or storage of hazardous waste, as defined by applicable state or local laws, ordinances or regulations applicable to the Leased Premises with respect to hazardous or toxic substances or industrial hygiene (collectively, "Environmental Laws"), no such hazardous waste is present in, on or about the Leased Premises and Lessor has received no written notice that: (i) the Leased Premises is in violation of any Environmental Laws, which violation has not been corrected; or (ii) past or current tenants or occupants of all or any portion of the Leased Premises have owned, used, generated, manufactured, stored, handled, released or disposed of any hazardous or toxic substances on the Leased Premises in violation of applicable Environmental Laws. In the event it is determined that the Leased Premises were contaminated with hazardous or toxic substances as of the Effective date, or if thereafter the Leased Premises become contaminated as a result of the acts or omissions of Lessor or any of Lessor's employees, agents or contractors, Lessor shall indemnify Lessee from any resulting loss, damage or cost.
- F. The Leased Premises are a legal parcel, and have unrestricted legal access to a publicly-dedicated street.
- G. Lessor is the legal owner of the Leased Premises and no other person has any right, title or interest in the Leased Premises other than as disclosed on attached Exhibit O.
- H. Lessor warrants that it has good right to lease the Leased Premises for the uses stated in Section 5, and will defend Lessee's right to quiet enjoyment of the Leased Premises against the lawful claims of all persons during the Lease Term.
- I. Lessor shall be responsible for causing the Leased Premises to be a separate legal parcel as well as a separate tax parcel and shall promptly cause to be filed with the appropriate governmental agencies, and thereafter diligently prosecute, all necessary maps and applications to cause the Leased Premises to be a separate legal parcel.
- J. Lessor shall be responsible for causing Phase I to be a separate legal parcel as well as a separate tax parcel and shall promptly cause to be filed with the appropriate governmental agencies, and thereafter diligently prosecute, all necessary maps and applications to cause the Phase II to be a separate legal parcel.
- K. Lessor shall be responsible for causing Phase II to be a separate legal parcel as well as a separate tax parcel and shall promptly cause to be filed with the appropriate

governmental agencies, and thereafter diligently prosecute, all necessary maps and applications to cause the Phase II to be a separate legal parcel..

23. **Right of First Opportunity to Purchase.** Lessor grants Lessee the right of first opportunity to purchase the Leased Premises during the lease term. If Lessor decides to sell, exchange or otherwise transfer the Leased Premises (or any portion) during the lease term, other than sales or transfers to any division or instrumentality of the City of Richland, Lessor will give written notice to Lessee of the general terms on which Lessor intends to sell the Leased Premises, including a copy of any written offer received from third parties. Such notice shall state the purchase price and the terms for the Leased Premises (or portion thereof to be sold) and will not include other property of Lessor or consideration other than cash payments. Lessee shall have sixty (60) days after receipt of the notice in which to elect to acquire Lessor's interest on the terms contained in the notice.

If Lessee does not elect to acquire the Leased Premises, Lessor may sell, exchange or otherwise transfer Lessor's interest in the Leased Premises at a purchase price and on terms each not more favorable to the purchaser than the terms stated in the original notice to Lessee, provided the transaction is closed within nine (9) months after the date of Lessor's original notice. If the transaction is not closed within such 9-month period or Lessor desires to transfer its interest in the Leased Premises at a lower purchase price or on terms more favorable to the purchaser than offered to Lessee, Lessor shall not transfer its interest in the Leased Premises without first again granting to Lessee the opportunity to purchase as provided above. Only thirty (30) days written notice of a specific sales transaction (including a copy of any written offer) will be required in the event Lessor is required to reoffer the Leased Premises to Lessee because of a proposed sale on terms more favorable to the purchaser.

Once Lessee has been offered the opportunity to purchase the Leased Premises pursuant to this Section, and Lessee has declined to do so and the Leased Premises are sold to a third party, the provisions of this Section shall terminate and shall no longer be applicable to subsequent sales of the Leased Premises.

24. **Time Of Essence.** Time is of the essence in the performance of all obligations of Lessor and Lessee under this Lease.
25. **Quiet Enjoyment.** Lessee, on paying the Rent and observing and keeping all covenants, agreements, and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Leased Premises during the Lease Term without hindrance or molestation by anyone claiming by, through, or under Lessor as such. Such quiet enjoyment shall be subject to the exceptions, reservations, conditions of this Lease.
26. **Relationship of Lessor to Lessee.** Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and

agent or of partnership or of joint venture or of any association between Lessor and Lessee, and neither the method of computation of Rent nor any other provisions contained in this Lease nor any acts of the parties shall be deemed to create any relationship between Lessor and Lessee.

27. **Entire Agreement.** There are no oral agreements or representations between the parties hereto which affect this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, agreements, warranties, representations and understandings, if any, between the parties.
28. **Severability.** If any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then that determination shall not affect any other provisions of this Lease, and all such other provisions shall remain in full force and effect. It is the intention of the parties that if any provision of this Lease is capable of two constructions, only one of which would render the provision valid, then the provision shall have the meaning, which renders it valid.
29. **Counterparts.** This Lease may be executed in multiple counterparts, each of which shall be an original, and all of which shall constitute a single instrument when signed by all of the parties.
30. **Headings.** The paragraph headings set forth in this Lease are set forth for convenience purposes only, and do not in any way define, limit or construe the contents of this Lease.
31. **Governing Law; Venue; Attorney's Fees.** This Lease shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action instituted under this Lease shall be in the Superior Court for Benton County, Washington. All parties submit to personal jurisdiction on Benton County Superior Court. If suit or action is instituted in any court in connection with any controversy arising out of this Lease, the prevailing party in that suit or action or any appeal therefrom shall be entitled to recover, in addition to any other relief, the sum which the court or arbitrator may judge to be reasonable attorney's fees.
32. **Notices.** Any notice required or permitted under this Lease shall be deemed to have been given when personally delivered or when deposited in the United States mail, as certified mail, postage prepaid, and addressed to the last known address of the party being provided with the notice. As of the date of execution of this Lease, the addresses of the parties are as follows:

Lessor:  
City of Richland  
Attn: Finance Department  
P.O. Box 190  
Richland, WA 99352

With a copy to:  
City of Richland  
Attn: Redevelopment Office  
P.O. Box 190, MS-18  
Richland, WA 99352

Lessee:

G2E2, LLC  
c/o Cindy Goulet  
4109 Westlake Ct.  
West Richland, WA 99353

33. **Waiver.** Waiver by either party of strict performance of any of the provisions of this Lease shall not be a waiver of, and shall not prejudice the party's right to subsequently require strict performance of the same provision or any other provision. The consent or approval of either party to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act.
34. **Nondiscrimination and ADA Compliance.** Lessee shall not, in connection with the performance of any right or obligation granted to or imposed upon Lessee under this Lease, discriminate against any person or persons in many manner on the basis of race, creed, color, religion, gender, marital status, national origin or ancestry, or sexual orientation. Lessee shall develop all Improvements to the Leased Premises in a manner consistent with handicapped access requirements, and in full compliance with the Americans with Disabilities Act.
35. **Lessor To Provide Easements.** Lessor shall provide to Lessee any and all access, right of way and utility easements necessary to enable Lessee and all officers, employees, agents, licensees, permittees, and other invitees of Lessee to have reasonable access to the parcel of real property identified on Exhibit A as a lot of a short plat. Lessor agrees to execute and deliver to Lessee any and all additional documents necessary to perfect such easements. Lessor agrees to grant customary easements that are necessary in order to develop a Restaurant on the Leased Premises, including without limitation, utility and access easements.
- A. Lessee shall provide to Lessor any and all access, right of way and easements, if necessary, to enable Lessor and all officers, employees, agents, licensees, permittees, and other invitees of Lessor to have reasonable access to property owned by Lessor. Lessee agrees to execute and deliver to Lessor any and all additional documents necessary to perfect such easements.
36. **No Representation.** Lessee acknowledges that it has examined the Leased Premises and that no representations as to the condition of the Leased Premises have been made by Lessor or any agent or person acting for Lessor (except as expressly provided in this Lease). Before any construction commences on the Leased Premises, Lessee shall conduct tests of the subsurface and soil conditions to ascertain the suitability of the Leased Premises for the contemplated Restaurant and take such other steps as may be required before the commencement of construction. Except as expressly provided in this Lease, Lessor shall have no liability because of or as a result of the existence of any subsurface or soil condition, either on the Leased Premises or on adjacent land, that might affect Lessee's construction.

37. **Covenants to Bind and Benefit Parties.** The covenants and agreements contained in this Lease shall bind and inure to the benefit of Lessor, its successors and assigns, and Lessee, its permitted successors and assigns.
38. **Indemnification.** Lessee shall defend, indemnify and hold harmless the City of Richland, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Lessee's use of Premises, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee or Lessee's employees, invitees, agents or contractors, in or about the Premises, except to the extent that such injury or damage shall have been occasioned by the sole negligence or wrongful act or omission of the Lessor or the Lessor's employees, agents or contractors. Lessor shall likewise indemnify and hold harmless Lessee from any claim, loss, damage or expenses to the extent caused by the negligence or wrongful act or omission of Lessor or Lessor's employees, agent or contractors.
39. **Lessor's Access to Leased Premises.** Upon twenty four (24) hours' prior written notice, Lessor and/or Lessor's agent may enter upon the Leased Premises, Improvements and Restaurant at all reasonable times for the purposes of inspecting the Leased Premises, Improvements and Restaurant or making repairs and replacements to the Improvements or Restaurant as provided for in Section 15 herein.
40. **Omitted.**
41. **Advertising.** Lessee agrees that it shall not advertise any connection with Lessor, or any agency thereof, nor make use of Lessor's name or other identifying marks or property nor make representations, either express or implied, as to Lessor's promotion or endorsement of Lessee's operation, aside from those expressly authorized under this Lease.
42. **Computation of Time.** The time in which any act provided by this Lease is to be done is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday or legal holiday, and then it shall also be excluded.
43. **Signs.** Lessee shall be permitted to place on the Leased Premises signs advertising Lessee's business and appropriate entry signs. Lessee shall comply with all laws and ordinances, which shall apply to said signs and the requirements of the CC&R's and Master Plan. Lessee will not place or cause to be placed or maintained on or about the Leased Premises any sign, advertising matter, or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Restaurant, except as may be required by law, without first obtaining Lessor's written approval, which approval shall not be unreasonably withheld or delayed. Lessee shall maintain such sign, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times.

44. **Force Majeure.** Any time in which Lessee is actually and necessarily delayed in completing the construction of the Restaurant, in restoring the Restaurant after its partial or total destruction, or in making repairs necessary to render the Restaurant habitable by any of the following: unreasonably withheld approval by Lessor, fire, earthquake, acts of God, civil disturbance, strikes or other labor disturbances (but not lockouts), land use administrative proceedings or judicial review thereof, or other related litigation not initiated by Lessee, or economic controls making it impossible to obtain the necessary labor or materials, or any other similar or dissimilar cause beyond Lessee's reasonable control, such time delay shall be excluded in determining the time set forth in this Lease.
45. **Lease Construed Neutrally.** The parties acknowledge that each party has been represented by counsel during the negotiations leading up to and through the negotiation and execution of this Lease. Each party has thoroughly reviewed the Lease and the attached Exhibits with that party's counsel. The rule of construction that a written agreement is construed against the party preparing or drafting such agreement shall not be applicable in the interpretation of this Lease.
46. **Transfer of Fee Title.** Lessor shall have the unrestricted right to transfer or encumber fee title to the Leased Premises, provided that any such transfer or encumbrance shall be expressly made subject to this Lease.
47. **Lessee's Representations.** Lessee has full authority to execute this lease agreement.
48. **Memorandum.** The parties agree to execute and record a memorandum of this Lease in the form attached hereto as Exhibit N.

*[Signature Page to Follow]*

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**IN WITNESS WHEREOF**, the Lessee has executed this Agreement on the date shown next to its signature and the Lessor has executed this Agreement on the date shown next to its signature.

**LESSEE:**  
**G2E2, LLC**

By: \_\_\_\_\_  
Cindy Goulet  
Manager

Date: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**LESSOR:**  
**CITY OF RICHLAND**

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

Date: \_\_\_\_\_  
Address: \_\_\_\_\_

505 Swift Boulevard, Box 190  
Richland, WA 99352  
Telephone: (509) 942-7582  
Facsimile: (509) 943-7771

Attest:

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

Approved as to form:

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

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STATE OF WASHINGTON

COUNTY

\_\_\_\_\_

OF

SS.

On this day personally appeared before me \_\_\_\_\_, to me known to be the individual described in and who executed the within and foregoing instrument in her capacity as City Manager for the CITY OF RICHLAND, and acknowledge that she signed the same as her free and voluntary act and deed in the capacity herein stated, for the uses and purposes therein mentioned.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, residing  
at \_\_\_\_\_

My appointment expires \_\_\_\_\_

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STATE OF WASHINGTON

COUNTY

\_\_\_\_\_

OF

SS.

On this day personally appeared before me Cindy Goulet, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledge that she signed the same as her free and voluntary act and deed in her capacity as Manager of G2E2, LLC, a Washington limited liability company, for the uses and purposes therein mentioned.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, residing  
at \_\_\_\_\_

My appointment expires \_\_\_\_\_



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 6 - Community Amenities

**Subject:**

Resolution No. 28-15, Approving Expenditure from the Public Art Fund Reserves in Support of Cavalcade of Authors

**Department:**

Community & Development Services

**Ordinance/Resolution Number:**

28-15

**Document Type:**

General Business Item

**Recommended Motion:**

Adopt Resolution No. 28-15, approving the Arts Commission's recommendation for the use of \$750 from the Public Arts Fund Reserve.

**Summary:**

The seventh annual Cavalcade of Authors event is organized by the Richland School District and sponsored and hosted by Columbia Basin College and the Mid-Columbia LitFest organization. Scheduled for Friday, March 13, 2015, the event is aimed at introducing local students to sixteen professional authors and illustrators and provides opportunities for students to participate in interactive workshops and presentations. In addition to the writing workshops, several Richland schools will be visited by the authors. This annual event is always well attended and benefits up to 1,000 Richland students each year.

At its February 4, 2015 meeting, the Arts Commission unanimously recommended approval of an expenditure of \$750 from the Public Arts Reserves in support of the 2015 Cavalcade of Authors.

**Fiscal Impact:**

Yes

The City's contribution is part of a partnership with local literary organizations. The recommended \$750 is available from the City's art fund reserves, leaving a balance of \$9,724.50.

**Attachments:**

- I. Resolution No. 28-15, Cavalcade of Authors Funding

RESOLUTION NO. 28-15

A RESOLUTION of the City of Richland approving an expenditure from the Public Art Reserves Fund in support of Cavalcade of Authors.

WHEREAS, the City Council supports art and literary events in Richland; and

WHEREAS, Cavalcade of Authors is an annual literary event that benefits many students in the Richland School District; and

WHEREAS, the City of Richland has provided financial support for Cavalcade of Authors in past years; and

WHEREAS, the Arts Commission has reviewed the proposal for the Cavalcade of Authors event and recommends that Council authorizes funding support.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that financial support will be provided for Cavalcade of Authors in the amount of \$750, to be expended from the Public Art Reserves Fund.

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 17<sup>th</sup> day of February, 2015.

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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



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

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**Subject:**

Resolution No. 31-15, Expressing Appreciation to the Board Members and Ex-Officio Members Serving on the Wine Science Development Authority Board

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**Department:**  
City Attorney

**Ordinance/Resolution Number:**  
31-15

**Document Type:**  
Resolution

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**Recommended Motion:**

Adopt Resolution No. 31-15, expressing appreciation to the board members and ex-officio members serving on the Wine Science Center Development Authority Board.

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**Summary:**

The Wine Science Center Development Authority (WSCDA) approved a Dissolution Statement at their February 4, 2015, board meeting. The WSCDA was created on July 19, 2011, with the purpose to construct the Wine Science Center within Richland, WA. The Wine Science Center received a temporary Certificate of Occupancy in December 2014 and since no debt was incurred for its construction, Washington State University now has the ownership of the facility.

Resolution No. 31-15, expresses formal appreciation from the Richland City Council to the board and ex-officio members for their efforts in establishing the Wine Science Center.

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**Fiscal Impact:**

None.

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**Attachments:**

- I. Proposed Resolution

## RESOLUTION NO. 31-15

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to the board and ex-officio members for their service rendered to the City on the Wine Science Center Development Authority Board.

WHEREAS, pursuant to RCW 35.21.730 through 35.21.755, the City Council of the City of Richland, Washington adopted Ordinance No. 16-11 on July 19, 2011, authorizing the creation of the Wine Science Center Development Authority ('Authority'); and

WHEREAS, Ordinance No. 16-11 detailed the duties of the Authority as constructing the Wine Science Center ('Center'), retiring or transferring any outstanding debt, and transferring ownership of the facility to Washington State University ('WSU') at the earliest opportunity; and

WHEREAS, the Authority received permission from the State Capital Projects Advisory Review Board to build the Center utilizing a design build contract delivery system; and

WHEREAS, following a nationwide search, the Authority contracted with FLAD Architects to provide preliminary design work, creating the Basis of Design for the project and selected Hill International as the Project Manager; and

WHEREAS, the Authority was instrumental in bringing together the Northwest wine industry, WSU and the Tri-Cities community to balance the design requirements of the facility and foster the collaboration which led to the success of the project; and

WHEREAS, the Authority, as a public agency, served as a vessel to receive funding from a variety of sources including \$7.4 million from the Washington Wine Commission, \$5 million from Washington State and \$4 million in private donations; and

WHEREAS, the Authority assisted WSU in constructing the Wine Science Center by acting as the building committee for WSU, reviewing each change order request and balancing the need of the three partners with the budgetary constraints on the project; and

WHEREAS, the Center received a Certificate of Occupancy on January 28, 2015; and

WHEREAS, after successfully completing their assignment, The Wine Science Center Development Authority Board approved the Dissolution Statement at their February 4, 2015, Authority Board meeting.

BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to the following members and ex-officio members their appreciation for the service they rendered to the City during their tenure as a member of the Authority Board.

<u>NAME</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
<i>Member:</i>		
Rob McKinney	1	February 3, 2015
David Forsyth	2	February 3, 2015
Robert Tippet	3	February 3, 2015
Patrick Dineen	4	February 3, 2015
Tim Kennedy	5	February 3, 2015
Bruce Schwan	6	February 3, 2015
Coke Roth	7	February 3, 2015
<i>Ex-Officio Member:</i>		
Vickie Carwein	8	December 6, 2014
Keith Moo-Young	9	February 3, 2015
James Pratt	9	December 6, 2013
Lori Selby	10	April 4, 2014

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 17<sup>th</sup> day of February 2015.

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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



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

**Subject:**

Resolution No. 30-15, Aligning the Term Expiration Dates for Certain Boards, Commissions and Committees Governed by RMC Title 2 and Title 23

Department:  
City Attorney

Ordinance/Resolution Number:  
30-15

Document Type:  
Resolution

**Recommended Motion:**

Adopt Resolution No. 30-15, authorizing alignment of the term expiration dates for certain boards, commissions and committees governed by Title 2 and Title 23 of the Richland Municipal Code.

**Summary:**

The City of Richland has established multiple boards, commissions and committees (BCCs) under Title 2 and Title 23 of the Richland Municipal Code (RMC). The City Clerk's Office is responsible for all recruiting efforts connected with BCC membership. Currently, the term expiration dates for each board, commission and committee begin and end at various times throughout the year, which requires the City Clerk's Office to spend considerable time year-round recruiting for these open positions.

Increased efficiencies can be realized by consolidating the City's recruitment efforts for board, commission, and committee membership into two distinct periods per year, occurring in March and September. A streamlined approach will save money and staff time since staff will be able to run multiple recruitments for the same amount of effort and cost expended on each individual recruitment.

In January 2015, staff studied the impact that alignment of the recruiting process will have on current BCC members whose terms expire in 2015. Although some terms will be shortened, nearly all current members are eligible for reappointment, thus minimizing the impact on any one particular member. After initial implementation is complete, the term duration requirements of the RMC will not be impacted. Terms will also continue to be staggered as required by the RMC.

Staff recommends approval of proposed Resolution 30-15, aligning the term expiration dates of the City's boards, commissions and committees to create two distinct recruiting periods per year.

**Fiscal Impact:**

Although the number has not been quantified, the City anticipates savings in publication costs and staff time.

**Attachments:**

- I. Proposed RES 30-15

## RESOLUTION NO. 30-15

A RESOLUTION of the City of Richland approving alignment of the term expiration dates for certain boards, commissions and committees governed by Title 2 and Title 23 of the Richland Municipal Code to create two distinct recruiting periods per year.

WHEREAS, the City of Richland has established multiple boards, commissions and committees under Title 2 and Title 23 of the Richland Municipal Code; and

WHEREAS, the Richland Municipal Code specifies that terms of service for members of the various boards, commissions and committees are to be staggered, and provides the duration of each term, but the code does not specify the date upon which terms of service shall begin and end; and

WHEREAS, the current term expiration dates for each board, commission and committee begin and end at various times throughout the year, which requires the City Clerk's Office to spend considerable time year-round recruiting for these open positions; and

WHEREAS, increased efficiencies will be realized by consolidating the City's recruitment efforts for board, commission, and committee membership into two distinct periods per year. A streamlined process will reduce the resources necessary for recruitment, resulting in savings in both cost and staff time; and

WHEREAS, staff has studied the impact that alignment of the recruiting process will have on those members whose terms expire in 2015. Although some terms will be shortened, nearly all current members are eligible for reappointment, thus minimizing the impact on any particular member; and

WHEREAS, alignment of the City's recruiting efforts into two distinct periods per year will not impact the staggered terms required under the Richland Municipal Code. Further, aside from the initial shortening of terms that will occur upon implementation, the duration of terms required under the Richland Municipal Code will not be impacted by this change; and

WHEREAS, it is in the City's best interest to align the membership term expiration dates for the City's boards, commissions and committees so that recruitment efforts are consolidated into two distinct periods per year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the term expiration dates for membership on the boards, commissions and committees listed below shall be amended as follows:

Entity	Former Term Expiration	New Term Expiration
Arts Commission	8/31	3/31
Board of Adjustment	2/7	3/31
Code Enforcement Board	5/1	3/31
Parks & Recreation Commission	8/31	3/31
Planning Commission	3/1	3/31
Economic Development Committee	10/3	9/30
Library Board	12/31	9/30
Lodging Tax Advisory Committee	7/31	9/30
Personnel Committee	1/1	9/30
Utility Advisory Committee	9/19	9/30
Housing & Comm. Development Advisory Comm.	12/31	9/30
Americans w/Disabilities Citizens Review Comm.	11/30	9/30

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 17<sup>th</sup> day of February, 2015.

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

ATTEST:

APPROVED AS TO FORM:

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

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



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/17/2015

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

**Subject:**

Expenditures from January 26, 2015 - February 6, 2015 for \$3,911,390.24 including Check Nos. 219901-220246, Wire Nos. 5829-5833, Payroll Check Nos. 99860-99877, and Payroll Wire/ACH Nos. 8843-8855

**Department:**

Administrative Services

**Ordinance/Resolution Number:**

**Document Type:**

Expenditures

**Recommended Motion:**

Approve the expenditures from January 26, 2015, to February 6, 2015 in the amount of \$3,911,390.24.

**Summary:**

**Breakdown of Expenditures:**

Check Nos.	219901-220246	1,354,755.57
Wire Nos.	5829-5833	561,929.13
Payroll Check Nos.	99860-99877	23,022.37
Payroll Wires/ACH	8843-8855	1,971,683.17
<b>TOTAL</b>		<b>\$3,911,390.24</b>

**Fiscal Impact:**

Yes

Total Disbursements: \$3,911,390.24.

**Attachments:**

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT  
SUMMARY OF WIRE TRANSFERS  
JANUARY 26, 2015 - FEBRUARY 6, 2015

Payee	Wire Description	Amount
<b>Claim Wires - Wire No. 5829 to 5833</b>		
Conover	Section 125	5,184.01
Department of Licensing	Firearms Online Pmt for Concealed Licenses	657.00
PowerPay	Landfill Merchant Service Fees	504.38
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	555,583.74
	Total Claim Wire Transfers	\$ 561,929.13
<b>Payroll Wires &amp; Direct Deposits (ACH) - Wire No. 8843 to 8855</b>		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 1,971,683.17
<b>Total Claim &amp; Payroll Wires/ACH</b>		<b>\$ 2,533,612.30</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: 1/26/2015 To: 2/6/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
<b>FUND 001 GENERAL FUND</b>					
<b>Division: 000 UNASSIGNED</b>					
BENTON FRANKLIN COMMUNITY ACTION COMMITTEE		DEC 2014	220064	HELPING HANDS 4TH QTR 2014	\$2,296.97
LIBRARY REFUND		LIBRARY REFUND	220074	CASEY-RETURNED LOST BOOK	\$20.00
RECWARE REFUND		11215	220141	REFUND COURSE FEE	\$35.00
		12015	220069	REFUND DAMAGE DEPOSIT	\$150.00
				REFUND DAMAGE DEPOSIT	\$12.50
			220122	REFUND DAMAGE DEPOSIT	\$150.00
				REFUND DAMAGE DEPOSIT	\$12.50
WA STATE DEPARTMENT OF REVENUE		Q4-14LHT	219998	LEASEHOLD TAX 4TH QTR 2014	\$60,975.44
<b>UNASSIGNED TOTAL ****</b>					<b>\$63,652.41</b>
<b>Division: 001 CITY COUNCIL</b>					
TRI CITIES LEGISLATIVE COUNCIL		355	219958	TCLCOLYMPIA-CHRISTENSEN/LEMLEY	\$450.00
<b>CITY COUNCIL TOTAL ****</b>					<b>\$450.00</b>
<b>Division: 102 CITY ATTORNEY</b>					
BELL BROWN & RIO PLLC		609	220061	PROSECUTION SRVCS-FEB 2015	\$21,205.40
<b>CITY ATTORNEY TOTAL ****</b>					<b>\$21,205.40</b>
<b>Division: 111 COMMUNICATIONS &amp; MARKETING</b>					
WEST COAST PAPER COMPANY		8853773	219965	WCP SOLS-18X11-WH-COUGR-D	\$201.00
<b>COMMUNICATIONS &amp; MARKETING TOTAL ****</b>					<b>\$201.00</b>
<b>Division: 112 CABLE COMMUNICATIONS</b>					
SWAGIT PRODUCTIONS LLC		5277	219951	VIDEO STREAMING SVCS-2015	\$6,468.00
WASHINGTON ASN OF TELECOMMUNICATIONS OFFICERS	P054836	2015 WATO A DUES	220187	2015 WATO A MEMBERSHIP DUES FOR	\$100.00
<b>CABLE COMMUNICATIONS TOTAL ****</b>					<b>\$6,568.00</b>
<b>Division: 120 FIRE</b>					
ANOVAWORKS	P054842	39285	220056	HAZMAT PHYSICAL (EMERICK)	\$986.00
BATES TECHNICAL COLLEGE		65462	219904	DORM FEES-RICCI/CASTLEBERRY	\$2,400.00
CHAPLAIN SERVICES NETWORK		RFD-123114	219913	CHAPLAIN SVCS-OCT-DEC	\$236.25
CITY OF RICHLAND		15-008 DEROUSIE	220079	NFA COURSE/EMMITSBURG/DEROUSIE	\$167.32
		15-009 HEMPSTEAD		NFA COURSE/EMMITSBURG/HEMPSTEA	\$167.32
DEROUSIE, JOE		15-008	220090	NFA COURSE/BAGGAGE/DEROUSIE	\$50.00
FRONTIER		12/14-2061880334	219927	VHF PHONE LINE FEES	\$410.05
HARRINGTON'S TROPHIES		73507	220211	RETIREE SHADOW BOXES	\$324.90
		73557		NAME TAGS/PLATES-NEW HIRES	\$311.36
HEMPSTEAD, JAMES		15-009	220115	NFA COURSE/BAGGAGE/HEMPSTEAD	\$50.00
JT AUTOMOTIVE PARTS INC DBA		324500	219931	ABSORBENT	\$33.71
PARADISE BOTTLED WATER CO		12/14-FIRE ST 71	219937	BOTTLED WATER	\$102.14



## City Of Richland

VL-1 Voucher Listing

From: 1/26/2015 To: 2/6/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PARADISE BOTTLED WATER CO		12/14-FIRE ST 72	219937	BOTTLED WATER	\$19.79
		12/14-FIRE ST 73		BOTTLED WATER	\$47.24
PUBLIC SAFETY TESTING INC		2014-5934	220229	SUBSCRIPTION FEES-OCT-DEC 2014	\$322.50
RICHLAND ACE HARDWARE		44682	219944	STOPWATCH BATTERY	\$5.42
		44724		KEY RINGS, VELCRO, SNAPS	\$27.36
RICHLAND BELL FURNITURE INC		7435	220155	RECLINERS (3)	\$3,086.55
SEA WESTERN INC	S016153	181043	220159	ULTRALITE FACEPIECE BLANK, BL	\$176.54
	S016153	181331		CREDIT INVOICE #181331 1/7/15	(\$2,176.83)
	S016153	181353		FACEPIECE BRACKET, NIGHTFIGHTER	\$195.48
	S016153			HUD RECEIVER, NIGHTFIGHTER AA	\$1,531.26
	S016153			SHIPPING	\$10.99
	S016153	181354		HUD RECEIVER, NIGHTFIGHTER AA	\$515.85
	P054703	181598	219947	JANESVILLE V-FORCE TURNOUT COA	\$1,257.76
	P054703			JANESVILLE V-FORCE TURNOUT PAN	\$843.38
	P054703			OPTION A - RADIO POCKET	\$32.03
	P054703			OPTION B - UTILITY STRAPS ON	\$26.06
SPRINT		891160522-130	219948	CELL PHONES 11/18-12/17/14	\$108.62
UNITED PARCEL SERVICE	S016162	000986641045	219959	ADDITIONAL CHARGE FOR PKG TO A	\$2.69
VERIZON WIRELESS		9735706400	219962	MDT WIRELESS 12/20/14-1/9/15	\$336.12
WA STATE FIRE FIGHTERS APPRENTICESHIP TRUST		1277	219964	ADMIN FEE BATES ACADEMY	\$768.50
<b>FIRE TOTAL ****</b>					<b>\$12,376.36</b>
<b>Division:</b>	130	POLICE			
BERGER-OLSSON, KEVIN		15-040 BERGER	220066	BOMB TRNG/HUNTSVILLE/BERGER	\$63.00
BLUMENTHAL UNIFORM CO	P054629	103622-80	220068	CREDIT ON INVOICE #103622-80	(\$6.50)
	P054629	104683-01		MIS MNS SHIRTS UNIF & CAREER	\$48.82
	P054629			#UVS102 SHIRT SS UNDER VEST NA	\$43.39
	P054629			SHIPPING	\$15.20
	P054629			SEW EMBLEM EACH SLEEVE	\$2.17
	P054629			SEW EMBLEM EACH SLEEVE	\$2.17
	P054661	106052/106052-01		SEW EMBLEM EACH SLEEVE	\$2.17
	P054661			SEW EMBLEM EACH SLEEVE	\$2.17
	P054661			SEW EMBLEM EACH SLEEVE	\$2.17
	P054661			UVS101 SHIRT LS UNDER VEST NAV	\$97.63
	P054661			UVS101 SHIRT LS UNDER VEST NAV	\$97.63
	P054661			UVS101 SHIRT LS UNDER VEST NAV	\$97.63
	P054661			UVS101 SHIRT LS UNDER VEST NAV	\$97.63
	P054661			SEW EMBLEM EACH SLEEVE	\$2.17
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$130.16
	P054661			UVS101 SHIRT LS UNDER VEST NAV	\$97.63
	P054661			UVS101 SHIRT LS UNDER VEST NAV	\$97.63



## City Of Richland

VL-1 Voucher Listing

From: 1/26/2015 To: 2/6/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BLUMENTHAL UNIFORM CO	P054661	106052/106052-01	220068	UVS101 SHIRT LS UNDER VEST NAV	\$97.63
	P054661			UVS101 SHIRT LS UNDER VEST NAV	\$97.63
	P054661			UVS101 SHIRT LS UNDER VEST NAV	\$97.63
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$130.16
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$130.16
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$130.16
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$130.16
	P054661			SEW EMBLEM EACH SLEEVE	\$8.69
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$130.16
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$86.77
	P054661			UVS104 SHIRT WMNS SS UNDER VES	\$130.16
	P054661			UVS101 SHIRT LS UNDER VEST NAV	\$146.45
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$173.54
	P054661			ADJUST SALES TAX	\$0.04
	P054661			SEW EMBLEM EACH SLEEVE	\$2.17
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$173.54
	P054661			SEW EMBLEM EACH SLEEVE	\$2.17
	P054661			SEW EMBLEM EACH SLEEVE	\$2.17
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$173.54
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$173.54
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$130.16
	P054661			UVS101 SHIRT LS UNDER VEST NAV	\$48.82
	P054661			UVS104 SHIRT WMNS SS UNDER VES	\$43.39
	P054661			UVS101 SHIRT LS UNDER VEST NAV	\$48.82
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$86.77
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			UVS101 SHIRT LS UNDER VEST NAV	\$48.82
	P054661			UVS101 SHIRT LS UNDER VEST NAV	\$48.82
	P054661			UVS101 SHIRT LS UNDER VEST NAV	\$48.82
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			UVS103 SHIRT LS WMNS UNDER VES	\$48.82
	P054661			UVS101 SHIRT LS UNDER VEST NAV	\$97.63
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			SEW EMBLEM EACH SLEEVE	\$6.52
	P054661			SEW EMBLEM EACH SLEEVE	\$8.69
	P054661			SEW EMBLEM EACH SLEEVE	\$8.69
	P054661			SEW EMBLEM EACH SLEEVE	\$8.69



## City Of Richland

VL-1 Voucher Listing

From: 1/26/2015 To: 2/6/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BLUMENTHAL UNIFORM CO	P054661	106052/106052-01	220068	SEW EMBLEM EACH SLEEVE	\$6.52
	P054661			SEW EMBLEM EACH SLEEVE	\$6.52
	P054661			SEW EMBLEM EACH SLEEVE	\$6.52
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$43.39
	P054661			SEW EMBLEM EACH SLEEVE	\$6.52
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$86.77
	P054661			SEW EMBLEM EACH SLEEVE	\$6.52
	P054661			SEW EMBLEM EACH SLEEVE	\$6.52
	P054661			SEW EMBLEM EACH SLEEVE	\$6.52
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			UVS103 SHIRT LS WMNS UNDER VES	\$48.82
	P054661			SEW EMBLEM EACH SLEEVE	\$6.52
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$86.77
	P054661			UVS101 SHIRT LS UNDER VEST NAV	\$97.63
	P054661			SEW EMBLEM EACH SLEEVE	\$2.17
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$86.77
	P054661			SEW EMBLEM EACH SLEEVE	\$2.17
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$86.77
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$86.77
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$86.77
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$86.77
	P054661			SHIPPING	\$50.17
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$86.77
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$86.77
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			SEW EMBLEM EACH SLEEVE	\$4.34
	P054661			UVS102 SHIRT SS UNDER VEST NAV	\$86.77
	P054685	97190		38CL63BK HOLSTER SERPA PLATFOR	\$184.51
	P054685			SHIPPING	\$13.58
CHARTER COMMUNICATIONS		1/15-80070309703	220200	RPD INTERNET SRVCS-1/29-2/28	\$60.37



## City Of Richland

## VL-1 Voucher Listing

From: 1/26/2015 To: 2/6/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		15-004 MATHENY	220079	SHOT SHOW/LAS VEGAS/MATHENY	\$284.00
		15-005 LEE		MGMT TRNG/SEATTLE/LEE	\$1,002.40
		15-028 DUBOIS		SHOT SHOW/LAS VEGAS/DUBOIS	\$284.00
DEPARTMENT OF LABOR & INDUSTRIES		2322	220208	TEAM EXPLOSIVE LICENSES	\$400.00
		2329		EXPLOSIVE LICENSES-BERGER	\$50.00
		2359		EXPLOSIVE LICENSES-CROUCH	\$50.00
		2360		EXPLOSIVE LICENSES-HESLA	\$50.00
FRONTIER	S016171	1/15-206-188-2614	220103	TELEPHONE CHARGES 1/19-2/18/15	\$64.36
HESLA, ALEX		012715	220117	HESLA-ZIP TIES-BOMB TRNING	\$50.69
MATHENY, RODNEY C		15-004	220134	SHOT SHOW/HOTEL FEES/MATHENY	\$80.64
MIWALL CORPORATION	P054751	4055	220138	SHIPPING	\$49.84
	P054751			#80925 HORN 308 WIN 155GR AMAX	\$1,950.00
PRINTER TECH SERVICE & SUPPLIES		17297	220228	TONER CARTRIDGES	\$347.52
PUBLIC SAFETY TESTING INC		2014-5934	220229	SUBSCRIPTION FEES-OCT-DEC 2014	\$412.50
RIVER CITY TOWING INC		13791	220230	TOW SERVICE	\$48.87
VER STEEG, CARMEN K		012215	219961	CITZENS ACADEMY-1/6-3/24/15	\$42.01
VERIZON WIRELESS		9739168788	220241	DATA CHARGES 12/20/14-1/19/15	\$1,400.67
<b>POLICE TOTAL ****</b>					<b>\$11,591.68</b>
<b>Division:</b>	211	FINANCE			
CITY OF RICHLAND		010715	220078	CASHIER SHORTAGE-PALMER	\$3.00
				BANK BUNDLE SHORT	\$1.00
POSTMASTER		PERMIT 153-1/30	220147	POSTAGE 1/6/15-1/30/15	\$10,094.29
REDSSON LTD		189234	220152	PORTAL SERVICE LOCATES-DEC	\$258.00
XEROX CORPORATION		077799935	220193	W7225PT-BASE CHR9 & USE-DEC	\$194.85
<b>FINANCE TOTAL ****</b>					<b>\$10,551.14</b>
<b>Division:</b>	213	INFORMATION TECHNOLOGY			
ACTIVE NETWORK LLC	P054822	4100101618	219901	Class Hybrid-Annual Minimum	\$61.42
CERIUM NETWORKS INC	P054682	044120	220076	ADJUST FOR TAX	(\$0.01)
	P054682			Cisco UC Phone 7962	\$1,419.35
	P054682			SHIPPING	\$81.54
COMPUCOM SYSTEMS INC	P053973	62603374	220085	MICROSOFT OFFICE 365 ONLINE	\$833.53
IBM CORPORATION	P054844	1509084	219982	IBM Tape Library Annual Renewa	\$2,405.74
MID COLUMBIA ENGINEERING INC	P054872	ST007076	220136	RICH AUSTILL, AS400 MNTNC SERV	\$143.00
	P054872	ST007096		RICH AUSTILL, AS400 MNTNC SERV	\$178.75
	P054872	ST007114		RICH AUSTILL, AS400 MNTNC SERV	\$143.00
PARAMOUNT COMMUNICATIONS INC	P054608	30706	220146	COMMUNICATIONS CABLING AT LAND	\$2,999.53
	P054614	30710		COMMUNICATIONS CABLING AT	\$1,194.60
SUITEONE MEDIA INC	P054790	969	220166	Suite Agenda Enterprise Annual	\$5,988.00
	P054790			Suite Agenda Enterprise	\$1,999.00
<b>INFORMATION TECHNOLOGY TOTAL ****</b>					<b>\$17,447.45</b>



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
<b>Division: 220 HUMAN RESOURCES</b>					
ANOVAWORKS		39398	220197	FITNESS TEST-ESTELL	\$150.00
		39446		FITNESS TEST-CROSHAW	\$167.00
CABOT DOW ASSOCIATES INC		C14-11/DECEMBER	220199	C14-011-LABOR NEGOTIATIONS-DEC	\$6,183.73
COLUMBIA INDUSTRIES SUPPORT LLC		260604	220202	ON SITE SHREDDING-64 GALLON	\$41.04
HARRINGTON'S TROPHIES		73705	220211	RETIREMENT PLAQUE-BAYNES, G	\$83.40
MID COLUMBIA ENGINEERING INC	P054726	ST007077	220136	CATHY ADKISSON, HR GENERALIST	\$939.60
	P054726	ST007097		CATHY ADKISSON, HR GENERALIST	\$939.60
	P054726	ST007115		CATHY ADKISSON, HR GENERALIST	\$156.60
TANNER, WILLIAM		15-023 TANNER	220169	BKGROUND CK/FEDERAL WAY/TANNER	\$692.35
TRANS UNION LLC		12449255	220240	CREDIT SUMMARY	\$16.25
XEROX CORPORATION		077647831	220246	W7855PT-CHRG/PRINTS-DEC	\$607.91
<b>HUMAN RESOURCES TOTAL ****</b>					<b>\$9,977.48</b>
<b>Division: 301 DEVELOPMENT SERVICES</b>					
MID COLUMBIA ENGINEERING INC	P054807	ST007074	220136	SHAUN SCHLUTER TEMPORARY INSPE	\$324.80
	P054807	ST007078		SHAUN SCHLUTER TEMPORARY INSPE	\$1,624.00
	P054807	ST007098		SHAUN SCHLUTER TEMPORARY INSPE	\$1,624.00
	P054807	ST007116		SHAUN SCHLUTER TEMPORARY INSPE	\$1,461.60
US BANK EQUIPMENT FINANCE INC		270146632	219960	XEROX 6604 PYMT	\$326.40
<b>DEVELOPMENT SERVICES TOTAL ****</b>					<b>\$5,360.80</b>
<b>Division: 303 LIBRARY</b>					
CASCADE NATURAL GAS CORP		1/15-6189710000	219976	NAT GAS-LIBRARY-12/17-1/14/15	\$1,814.14
IDENTISYS INC		241235	220212	PRINT RIBBONS, CLEANING KITS	\$1,996.81
OCLC INC		0000368641	220143	CAT, MDATA, RESRCE, ILL, REF	\$985.33
RECORDED BOOKS LLC		75059137	219994	PLATFORM 01/01/15-12/31/15	\$3,740.00
		75065181	220151	SUBSCRIPTION 01/01/15-12/31/15	\$6,485.39
UNIQUE MANAGEMENT SERVICES INC		298779	219997	LIBRARY COLLECTION - 12/2014	\$170.05
WASHINGTON LIBRARY ASSOCIATION		2015 DUES	220243	2015 INSTITUTIONAL MEMBERSHIP	\$783.00
WASHINGTON STATE PATROL		115004585	219999	BACKGROUND CHECKS VOLUNTEERS	\$10.00
<b>LIBRARY TOTAL ****</b>					<b>\$15,984.72</b>
<b>Division: 331 PARKS &amp; REC - RECREATION</b>					
BENTON FRANKLIN HEALTH DISTRICT		0301-14008/2015	219905	2015 HEALTH DEPT LICENSE	\$80.00
BROADCAST MUSIC INC		8673094	219908	BMI LICENSE-1/1-12/31/15	\$335.00
CHARTER COMMUNICATIONS		1/15-88051800703	219914	RCC INTERNET SRVCS-1/10-2/9/15	\$137.04
ELLINGSON, KRYSTAL DBA		DEC 2014	219923	DOG TRAINING-DEC 2014	\$1,400.00
FRONTIER	S016171	1/15-206-188-2614	220103	TELEPHONE CHARGES 1/19-2/18/15	\$180.84
MID COLUMBIA ENGINEERING INC	P054820	ST007095	220136	RP3 - GENERAL EDUCATION	\$175.18
XEROX CORPORATION		77647816	219968	W7855 BASE CHRGS/PRINTS-DEC	\$231.35
				W7855 BASE CHRGS/PRINTS-DEC	\$93.50
<b>PARKS &amp; REC - RECREATION TOTAL ****</b>					<b>\$2,632.91</b>



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
<b>Division: 335 PARKS &amp; REC - PARKS&amp;FACILITIES</b>					
ABM JANITORIAL NORTHWEST		7520676	219969	JANITORIAL SERVICES-JAN	\$9,417.47
ARAMARK UNIFORM SERVICES INC	S016159	12/14-934962000	219903	LINEN CHARGES FOR DECEMBER 201	\$310.08
CASCADE NATURAL GAS CORP		1/15-2863810000	219976	NAT GAS-110 SAINT-12/17-1/14	\$23.27
		1/15-5189710000		NAT GAS-1005 SWIFT-12/17-1/14	\$10.85
		1/15-736381000		NAT GAS-500 AMON-12/17-1/13/15	\$2,121.60
		1/15-7599710000		NAT GAS-871 GWW-12/17-1/14/15	\$1,804.83
		1/15-8057710000		NAT GAS-BLDG 200-12/16-1/13/15	\$3,165.08
		1/15-9057710000		NATGAS-BLG300-12/16/14-1/13/15	\$5,267.53
		1/15-9673810000		NAT GAS-505 SWIFT-12/17-1/14	\$2,910.41
FERGUSON ENTERPRISES INC		3213972	220100	LF BUSH, CPVC ADAPTER	\$88.94
		CM345244	219925	RETURN 2 CPVC S80 CHCK BV	(\$129.42)
FRONTIER	S016171	1/15-206-188-2614	220103	TELEPHONE CHARGES 1/19-2/18/15	\$1,047.53
	S016171			TELEPHONE CHARGES 1/19-2/18/15	\$29.87
GLOBAL TOWER LLC	P054845	402082093	220210	BADGER MTN CELL TOWNER RENTAL	\$617.07
GRAINGER	S016150	9635208052	220107	ELECTRIC HEATER ITEM #2YU69	\$1,838.82
HERTZ EQUIPMENT RENTAL CORP		27817254-001	220116	40' BOOM RENTAL 1/8/15	\$342.57
		27829990-001		EXCAVATOR RENTAL 1/15-1/16	\$238.26
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		904519	220131	IRRIGATION SUPPLIES	\$15.86
MOON SECURITY SERVICES INC		747215	220140	LIBRARY FIRE MONITORING-FEB	\$33.00
		747636		RPD RANGE MONITORING-FEB	\$59.90
		74829		CREHST FIRE MONITORING-FEB	\$53.00
PALLIS POOL & PATIO		5240	220145	PAINT-POOL	\$78.19
PRO BUILD COMPANY LLC		71454147	219938	2X10 2&BTR MIX SPECIES	\$92.18
		71454186		DIABLO STEEL DEMON 9"	\$34.91
		71454381	220148	PLYWOOD - 2X10	\$81.36
REXEL INC DBA		F930609	219943	ADV ICN-2S54 T 351 T5HO	\$185.13
RICHLAND ACE HARDWARE		208922	220154	GRADE STAKES, SHOVEL	\$44.91
		44737	219944	STRAPS	\$27.04
		44747	220154	HEATER, BATTERY	\$89.65
		44751	219944	FILE HANDLE, CHAIN LOOP	\$25.78
		44752		FILE HANDLE, CHAIN LOOP	\$25.78
		44753		RETURN FILE HANDLE, CHAIN LOOP	(\$25.78)
		44754		RETURN FILE HANDLE, CHAIN LOOP	(\$25.78)
		44760	220154	AUGER	\$28.23
		44786		RECIP BLADES	\$11.92
		44817		SCOTCHTAPE, CLAMP	\$18.62
		44860		SAWZAL BLADES, FASTNERS, SINK	\$48.99
		44910		BULBS	\$5.96
		44922		CM SOCKET	\$34.74
		44933		BLUE METAL HALIDE	\$43.70



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount	
STONEMAN ELECTRIC SUPPLY		S101127292.001	220164	MH BAL KIT	\$116.13	
		S101133622.001		IDEAL 30-352J	\$76.10	
		S101134262.001		LINEAR FLUORESCENT LAMPS	\$117.87	
SUNBELT RENTALS INC		50209490-001	220167	SOD CUTTER RENTAL 01/19/15	\$132.87	
		50255558-001		REARTINE TILLER RNTL 1/21-1/23	\$261.84	
TACOMA SCREW PRODUCTS INC		22109887	220168	STEEL THREADED RODS, TURNBUCKL	\$138.12	
THE SHERWIN WILLIAMS CO		8836-2	219954	3" CHIP BRUSH	\$28.52	
PARKS & REC - PARKS&FACILITIES TOTAL****					\$30,963.50	
Division:	338	PARKS & REC - PROJECT ADMIN				
ECOGRAFX INC		8133	220091	IRRIGATION F/X LICENSE RENEWAL	\$450.00	
PARKS & REC - PROJECT ADMIN TOTAL****					\$450.00	
Division:	900	NON-DEPARTMENTAL				
DEPARTMENT OF HUMAN SERVICES		4TH QTR 2014	220089	4TH QTR LIQUOR TAXES & PROFITS	\$2,788.33	
ERBEN, TARA		BLRF2014-004	220095	BLRF CONTRACT#2014-004	\$4,200.00	
THE OBSERVER		2276804	219953	BLRF-COR PARKS AD	\$395.00	
UPTOWN BUSINESS IMPROVEMENT DISTRICT		BLRF2014-006	220183	UBID 2014 CHALK ART CONTEST	\$5,000.00	
NON-DEPARTMENTAL TOTAL****					\$12,383.33	
GENERAL FUND Total ***					\$221,796.18	
FUND	101	CITY STREETS				
Division:	401	STREETS MAINTENANCE				
3M		S016130	TP20447	220049	ENGINEER GRADE WORK ZONE SHEET	\$464.27
		S016130			DIAMOND GRADE REFLECTIVE SHEET	\$2,125.85
		S016130	TP20448		ELECTROCUT GRAPHIC FILM, 7725-	\$478.93
		S016130			DIAMOND GRADE REFLECTIVE SHEET	\$2,076.98
AMERICAN ROCK PRODUCTS INC		220076	219902	TOP COURSE	\$889.73	
		220337	220053	TOP COURSE	\$525.72	
CENTRAL HOSE & FITTINGS INC		402970	219911	CRACK SEAL PARTS	\$1,200.05	
FASTENAL COMPANY		WARIC47493	219924	BOLTS	\$36.71	
FRONTIER		S016171	1/15-206-188-2614	220103	TELEPHONE CHARGES 1/19-2/18/15	\$29.87
		S016171			TELEPHONE CHARGES 1/19-2/18/15	\$54.39
GLOBAL TOWER LLC		P054845	402082093	220210	BADGER MTN CELL TOWNER RENTAL	\$394.94
HERTZ EQUIPMENT RENTAL CORP		27831836-001	219929	LIQUID PROPANE	\$13.83	
		27834975-001		LIQUID PROPANE	\$112.35	
		27840453-001	220116	LIQUID PROPANE	\$69.14	
		27843345-001		LIQUID PROPANE	\$72.16	
		27847403-001		LIQUID PROPANE	\$55.74	
		27850826-001		LIQUID PROPANE	\$44.51	
LAKESIDE INDUSTRIES INC		S016128	3254186MB	220132	COLD PATCH MATERIAL, EZ STREET	\$408.34
		S016128			ESTIMATED FREIGHT	\$118.41



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PRO BUILD COMPANY LLC		71454270	220148	2X12-BOARDS	\$53.95
SPECIAL ASPHALT PRODUCTS INC	S016124	INVC067410	220163	CRACK SEALER, NUVO ELITE "B",	\$41,053.35
	S016124			DES MANAGEMENT FEE	\$303.80
<b>STREETS MAINTENANCE TOTAL ****</b>					<b>\$50,583.02</b>
<b>Division:</b> 402	ARTERIAL STREETS				
AUBLE, JOLICOEUR & GENTRY	P054583	WA-03-14-0459-000	219972	CENTER PARKWAY EXTENSION- UPDA	\$1,539.16
WATTS CONSTRUCTION INC	P054113	C106-14/PYMT 6	220188	ROBERTSON DR EXTENSION, ROAD A	\$216,662.45
	P054113	C106-14/PYMT 7	220244	ROBERTSON DR EXTENSION, ROAD A	\$43,326.95
<b>ARTERIAL STREETS TOTAL ****</b>					<b>\$261,528.56</b>
<b>CITY STREETS Total ***</b>					<b>\$312,111.58</b>
<b>FUND 110</b>	<b>LIBRARY</b>				
<b>Division:</b> 000					
LIBRARY REFUND		LIBRARY REFUND	220074	JOHANSEN/RETURNED LIBRARY BOOK	\$4.99
				RISTE/RETURNED LIBRARY BOOK	\$3.99
				MACKEBON-REFUND LOST BOOK FEES	\$18.99
				HAMMOND/RETURNED LOST MAGAZINE	\$3.95
				CELEBRATE WORLD/RETURN	\$60.00
				MCDUFFIE REFUND RETURNED BOOK	\$46.35
				EVERETT LIB-MATERIALS RETURNED	\$39.95
				VAN DYKEN/REFUND LIBRARY FEE	\$36.95
				WALKER-RETURNED BOOKS REFUND	\$33.90
				TURNER-REFUND LOST BOOK FEES	\$31.32
				PEREZ-MATERIALS RETURNED	\$29.99
				ALIK-RETURNED DVD	\$29.98
				BERTSCH-REFUND LOST BOOK FEES	\$49.25
				PARAZIN-REFUND LOST BOOK FEES	\$19.95
				CURRAN/RETURNED LOST BOOK	\$5.00
				JOHNSON-BOOK RETURNED	\$18.99
				MINISTER'S DAUGHTER/RETURN	\$16.95
				RAINES-RETURNED BOOK-REFUND	\$9.00
				JONES/RETURNED LOST BOOK	\$5.50
				CARTERBY-RETURNED BOOK	\$6.99
				BROWN/RETURNED LIBRARY BOOK	\$7.99
				DOTSON/RETURNED LOST BOOK	\$25.95
				FLUHARTY-RETURNED LOST BOOK	\$7.99
				LINDERMAN-RETURNED BOOKS	\$16.94
				CARLSON-RETURNED LIBRARY BOOK	\$10.99
				REFUND BOOK FEES/LABRECQUE	\$15.95
				PERLOT-RETURNED BOOK	\$11.86



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LIBRARY REFUND		LIBRARY REFUND	220074	REFUND LIBRARY FEES/CHAPMAN	\$16.00
				DONOFRIO-RETURNED LOST BOOK	\$12.99
				LANDSMAN-RETURNED LOST BOOK	\$13.95
				HOLIMAN-RETURNED LOST BOOK	\$15.00
				AMADOR-RETURNED BOOK	\$11.00
UNASSIGNED TOTAL ****					\$638.60
LIBRARY Total ***					\$638.60
<b>FUND 112</b>		<b>INDUSTRIAL DEVELOPMENT FUND</b>			
<b>Division:</b>	306	ECONOMIC DEVELOPMENT PROJECTS			
HDR ENGINEERING INC		00432465-H	219981	C14-09 HR TRACK E/C SUPPORT	\$3,780.36
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$3,780.36
INDUSTRIAL DEVELOPMENT FUND Total ***					\$3,780.36
<b>FUND 150</b>		<b>HOTEL/MOTEL FUND</b>			
<b>Division:</b>	307	HOTEL/MOTEL TAX			
THREE RIVERS FOLKLIFE SOCIETY		12/23/14	219955	2014 TUMBLWD MUSIC FESTIVAL	\$3,000.00
HOTEL/MOTEL TAX TOTAL ****					\$3,000.00
HOTEL/MOTEL FUND Total ***					\$3,000.00
<b>FUND 153</b>		<b>COMMUNITY DEV BLOCK GRANT</b>			
<b>Division:</b>	308	CDBG PROGRAM			
BANK OF AMERICA		9009672520438	220058	CK0001208068 GARCIA OVERPAY	\$730.00
COLUMBIA TITLE COMPANY SEWA INC		1702	220083	GARCIA-1510 GOETHALS-RECON FEE	\$270.00
CDBG PROGRAM TOTAL ****					\$1,000.00
COMMUNITY DEV BLOCK GRANT Total ***					\$1,000.00
<b>FUND 154</b>		<b>HOME FUND</b>			
<b>Division:</b>	309	HOME PROGRAM			
CITY OF KENNEWICK		DEC 2014	219915	HOME DPA 12/1-12/31/14	\$20,149.89
				HOME DPA ADMIN 12/1-12/31/14	\$11,200.20
CITY OF PASCO			219916	PASCO HOME DPA 12/1-12/31/14	\$21,870.70
TRI COUNTY PARTNERS HABITAT FOR HUMANITY		CONTRACT 172-14	220179	HIGHLAND PARK, PROGRESS PYMT 2	\$11,110.18
HOME PROGRAM TOTAL ****					\$64,330.97
HOME FUND Total ***					\$64,330.97
<b>FUND 380</b>		<b>PARK PROJECT CONSTRUCTION</b>			
<b>Division:</b>	337	PARKS & REC PROJECTS			
FAMILY FARMS DBA	P054404	C14-36/PYMT 2	220096	INSTALL CHAIN LINK FENCE AT	\$6,020.88



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PARKS & REC PROJECTS TOTAL ****					\$6,020.88
PARK PROJECT CONSTRUCTION Total ***					\$6,020.88
<b>FUND 385</b>	<b>GENERAL GOVT CONSTRUCTION</b>				
<b>Division:</b>	900	NON-DEPARTMENTAL			
STRATA INC	P054737	PU140490-IN	220165	FIELD PROFESSIONAL/DENSITY TES	\$1,221.00
NON-DEPARTMENTAL TOTAL ****					\$1,221.00
GENERAL GOVT CONSTRUCTION Total ***					\$1,221.00
<b>FUND 401</b>	<b>ELECTRIC UTILITY FUND</b>				
<b>Division:</b>	000				
GENERAL PACIFIC INC	P054466	1230864	220106	XFMR,PAD,1-PH 75 KVA, 240/120,	\$40,833.60
	P054792	1231244		T-BODY CONDUCTOR CONTACT	\$699.49
	P054792			T-BODY BASIC ELBOW WITH STUD	\$3,737.23
	P054792			INSULATED PROTECTIVE CAP 200A	\$2,685.14
	P054792			T-BODY BASIC INSULATING PLUG,	\$712.46
	P054792			ELBOW, LOADBREAK, 1/0 STR,	\$634.44
	P054792			T-BODY CABLE ADAPTER, 750MCM	\$318.63
	P054792			T-BODY BASIC CONNECTING PLUG	\$287.10
	P054792			TERM,CABLE POSITIONER, #51919	\$2,009.14
REXEL INC DBA	P054507	F363769	220153	CABLE, POWER, 1/0 STR AL.	\$110,908.50
	P054507	G051523		DISCOUNT	(\$292.32)
	P054507			CABLE, POWER, 1/0 STR AL.	\$73,612.11
	P054507			CABLE, SEC, UG TRIPLEX, 4/0 AL	\$15,872.76
TOTAL ****					\$252,018.28
<b>Division:</b>	501	BUSINESS SERVICES			
FRONTIER	S016171	1/15-206-188-2614	220103	TELEPHONE CHARGES 1/19-2/18/15	\$90.20
KELLEY'S TELE-COMMUNICATIONS INC	P054840	022401012015	220130	AFTER HOURS EMERGENCY CALL SER	\$195.00
UNITED PARCEL SERVICE	S016162	000986641045	219959	GROUND PKG TO LEATHERMAN FOR	\$3.80
	S016162			GROUND PKG TO SCOTT HAMILTON F	\$5.48
	S016177	000986641055	220182	WEIGHT ADJUSTMENT FOR PKG TO A	\$1.56
	S016177			GROUND PKG TO ALTEC FOR POWER	\$5.55
	S016177			WEIGHT ADJUSTMENT FOR PKG TO A	\$3.95
	S016177			GROUND PKG TO ARNIE FOR MMP SH	\$5.82
VERIZON WIRELESS	P054759	9739120479	220241	WIRELESS DATACARD FOR R. HAMMO	\$40.01
BUSINESS SERVICES TOTAL ****					\$351.37
<b>Division:</b>	502	ELECTRICAL ENGINEERING			
US BANK EQUIPMENT FINANCE INC		270146632	219960	XEROX 6604 PYMT	\$81.60
ELECTRICAL ENGINEERING TOTAL ****					\$81.60
<b>Division:</b>	503	POWER OPERATIONS			



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BENTON PUD	P054851	1/15-4419818251	220065	SAFETY TRAINING 2015	\$2,708.42
	P054853	1/15-5743127752		PRE-NOTIFICATION SERVICE 2015,	\$727.65
BOYD'S TREE SERVICE LLC	P054715	3759	220070	TREE PRUNING SERVICE FROM JANU	\$1,797.40
	P054715	3761		TREE PRUNING SERVICE FROM JANU	\$7,189.60
COLUMBIA GRAIN & FEED INC		129772	219918	CHAIN SETS - 20"	\$84.60
		130184		CHAIN SETS	\$110.61
GENERAL PACIFIC INC	S016075	1231200	220106	FEDPAC, STUD, 200AMP, XL/CXL	\$126.02
GRAINGER	S016150	9639724856	220107	MEASURING WHEEL ITEM #34F783	\$66.02
GRAYBAR ELECTRIC CO INC	S016112	976848812	220109	SPEED WRENCH 9/16" X 3/4" FARG	\$111.55
HI-LINE HOLDING COMPANY LLC DBA	S016135	1/G91870	220118	NUT RUNNER W/ADAPTER ITEM #FAN	\$142.93
	S016135			DELIVERY	\$11.35
RICHLAND ACE HARDWARE		208885	219944	SCH 40 COUPLE	\$2.54
		208891		PVC PIPE, NIPPLES, ELBOWS	\$11.38
		44837		COUPLE 1/2" SCH40 10 PCK	\$3.03
ROWAND MACHINERY CO		169846	220157	BACKHOE LOADER RNTAL-1/5-1/11	\$901.38
SHARI'S MANAGEMENT CORP		1331231142339	220160	OT MEALS 12/04/14-01/07/15	\$75.04
				OT MEALS 12/04/14-01/07/15	\$98.40
				OT MEALS 12/04/14-01/07/15	\$196.39
STONEWAY ELECTRIC SUPPLY		S101121995.001	219950	1" PVC SCH 40 CONDUIT, COUPLIN	\$32.80
TACOMA SCREW PRODUCTS INC		22109449	219952	SS HEX CAP SCREW 18-8	\$24.62
TYRRELL, RICK		012215	220181	CDL RENEWAL-R TYRRELL 2015	\$102.00
UNITED PARCEL SERVICE	S016162	000986641045	219959	GROUND PKG TO SENSORLINK FOR P	\$3.92
	S016162			ADDITIONAL CHARGE FOR PKG TO	\$0.06
	S016162			GROUND PKG TO LIBRARY OF VIRGI	\$5.47
<b>POWER OPERATIONS TOTAL ****</b>					<b>\$14,533.18</b>
<b>Division:</b>	504	SYSTEMS DIVISION			
ALLAN ELECTRIC INC	P054425	36771	220051	EL WORK AT 945 TOMICH AVE KID	\$1,384.94
BUILDERS HARDWARE & SUPPLY CO INC	P054637	S3368004.001	220071	SCADA LABOR S3368004 INSTALL	\$1,672.14
	P054637			DISCOUNT	(\$15.40)
RICHLAND ACE HARDWARE		208898	219944	LEATHERMAN TOOL	\$32.42
<b>SYSTEMS DIVISION TOTAL ****</b>					<b>\$3,074.10</b>
<b>Division:</b>	505	ENERGY POLICY MGMT			
BENTON COUNTY AUDITOR/WEATHERWISE	P054812	11760	220063	J LOWRY-RECORD LIEN; AC# 11760	\$72.00
	P054812	411780 RELEASE		D DAFTE-LIEN RELEASE; AC# 4117	\$72.00
	P054812	430220 RELEASE		B STRMEC-LIEN RELEASE, AC# 430	\$72.00
	P054812	651620 RELEASE		L SEGO-LIEN RELEASE; AC# 65162	\$72.00
	P054812	704200 RELEASE		M TOLOCZKO-LIEN RELEASE; AC#	\$72.00
BENTON PUD		01/15-3287762373	220065	ELEC SVCS-12/21/14-1/21/15	\$808.10
BUILDER SERVICES GROUP DBA		00539522755	219909	601 ADAMS-REBATE-INSULATION	\$520.00
BUILDERS ADVANTAGE INC		3082	219910	1936 HETRICK-REBATE-WINDOWS	\$173.36



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		800080	219917	125 ENGLEWOOD-REBATE-WINDOWS	\$1,981.02
		840020		2612 SADDLE WAY-REBATE-HP/PTCS	\$1,400.00
DAYCO HEATING & AIR	P054511	40627	219921	EE LOAN: D VOLKMAN, 2612 SADDL	\$8,073.77
DELTA HEATING & COOLING INC		23087	220088	2101 HARRIS-REBATE-PTCS	\$250.00
FLUID MARKET STRATEGIES INC		054918	219926	DEC 2014-DHP DIRECT INSTALL	\$80.00
IWI INC		69813	220123	632 MEADOWS DR E-REBATE-WIN	\$462.00
JACOBS & RHODES INC		111882	220124	2641 HARRIS-REBATE-HP 2 SYSTEM	\$2,000.00
M CAMPBELL & COMPANY INC		687067	220133	1545 RIMROCK-REBATE-HTP	\$1,000.00
QUANTUM ENERGY SPOKANE LLC		11128-FR2015-0011	219939	802 GW WAY-COMM LIGHTING-REBAT	\$7,670.00
SMITH INSULATION INC		13333-COFR	220161	2347 BENTON-REBATE-INSULATION	\$1,275.00
THE MOORINGS AT COLUMBIA POINT CONDO ASSN		11128-FY2015-0010	220170	MOORINGS-308-336 COL PT-REBATE	\$1,740.00
TOTAL ENERGY MANAGEMENT INC		52253WWR	220175	1873 BUCKSKIN LP-REBATE-HP	\$1,000.00
<b>ENERGY POLICY MGMT TOTAL ****</b>					<b>\$28,793.25</b>
<b>Division:</b> 506 TECHNICAL SERVICES					
GLOBAL TOWER LLC	P054845	402082093	220210	BADGER MTN CELL TOWNER RENTAL	\$1,234.62
REXEL INC DBA		F935614	220153	VOLTAGE DETECTORS	\$75.79
<b>TECHNICAL SERVICES TOTAL ****</b>					<b>\$1,310.41</b>
<b>ELECTRIC UTILITY FUND Total ***</b>					<b>\$300,162.19</b>
<b>FUND 402 WATER UTILITY FUND</b>					
<b>Division:</b> 410 WATER CAPITAL PROJECTS					
AMERICAN ROCK PRODUCTS INC		220227	220053	TOP COURSE-WTP	\$440.40
		220426		TOP COURSE-WTP	\$155.77
		220537		TOP COURSE-WTP	\$141.87
		220630		TOP COURSE-WTP	\$139.53
		220831		TOP COURSE-WTP	\$541.87
CENTRAL HOSE & FITTINGS INC		402896	220075	VINYL TUBING-WTP	\$47.02
FASTENAL COMPANY		WARIC47716	220097	TRUBOLTS	\$92.44
FERGUSON ENTERPRISES INC		3212929	219925	4" GALV PARTS-WTP	\$150.70
		3222811	220100	PVC PARTS - WTP	\$331.47
GRAINGER	S016150	9641258356	220107	MALE ELBOW ITEM #22FN17	\$22.11
HD FOWLER COMPANY INC		C347967	220112	RETURN 4" MJ KIT-WTP	(\$36.77)
		I3826666		SADDLE-WTP	\$333.31
		I3826952		FREIGHT FOR SADDLE-WTP	\$99.91
	S016131	I3828058		FLOW SENSOR, HUNTER #HFS	\$154.55
	S016131			REMOTE CONTROL KIT W/RECEIVER	\$154.34
	S016131			6 STATION MODULAR OUTDOOR	\$225.05
	S016131			6 STATION SPRINKLER TIMER	\$113.88
	S016131			4" SENSOR BODY TEE, SCH 40, HU	\$97.61
	S016131			FREIGHT	\$13.03



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HD FOWLER COMPANY INC		I3830524	220112	SPOOL, 2" DVC-WTP	\$654.43
		I3832508		4" MJ KIT-WTP	\$36.77
		I3832510		4" GASKET, MEGA LUG-WTP	\$81.23
KELLER SUPPLY COMPANY		S008239922.001	220129	MALE ADAPTERS	\$56.00
PRO BUILD COMPANY LLC		71454450	220148	CONCRETE-WTP	\$4.62
		71454453		CEMENT-WTP	\$11.94
		71454558		2" POLY, TAPE RULE	\$111.10
RICHLAND ACE HARDWARE		44876	219944	PVC PIPE, ELBOWS, TEES	\$16.20
		44911	220154	PLUG - WTP	\$4.66
SAGEBRUSH CONCRETE SAWING & DRILLING INC		TO15-J1-007	220158	CONCRETE SAW-WTP	\$189.53
STONEWAY ELECTRIC SUPPLY		S101128570.001	220164	ELEC CONDUIT PARTS-WTP	\$4,223.58
		S101137251.001		PVC REPAIR KIT-WTP	\$63.42
<b>WATER CAPITAL PROJECTS TOTAL ****</b>					<b>\$8,671.57</b>
<b>Division:</b>	412	WATER OPERATIONS			
ARAMARK UNIFORM SERVICES INC	S016159	12/14-934962000	219903	LINEN CHARGES FOR DECEMBER 201	\$38.51
EDGE ANALYTICAL INC		14-23659	219922	WELL TESTING SRVCS	\$3,468.86
ENERGY NORTHWEST		ENV02500	220094	WATER SAMPLES	\$1,004.00
FINCH, JOHN		15-039 FINCH	220101	WWUC MTG/EVERETT/FINCH	\$180.98
GLOBAL TOWER LLC	P054845	402082093	220210	BADGER MTN CELL TOWNER RENTAL	\$1,036.44
OXARC INC		20287PS	220144	CHLORINE	\$2,486.20
STONEWAY ELECTRIC SUPPLY		S101140862.001	220164	GALV COMPND-BACKWASH PANEL	\$8.82
WA STATE DEPARTMENT OF ECOLOGY		2015-WAG645000 2	220185	WTRPLANT WW PERMIT 2ND FY 2015	\$1,596.50
<b>WATER OPERATIONS TOTAL ****</b>					<b>\$9,820.31</b>
<b>Division:</b>	413	WATER MAINTENANCE			
FASTENAL COMPANY		WARIC47495	219924	SAFETY GLASSES	\$32.83
		WARIC47736		BOLTS	\$26.28
FRONTIER FENCE INC	S016138	36720	219979	REPAIR VANDALISM TO FENCE AT 3	\$977.40
HD FOWLER COMPANY INC		I3826719	220112	METER BOX LIDS	\$353.17
	S016088	I3828306		POST HYDRANT, 4-0' BURY, 2" FI	\$8,067.81
	S016088			SALES TAX ADJUSTMENT	\$22.35
HD SUPPLY WATERWORKS LTD	S016079	D312808	220114	2" BALL VALVE CURB STOP, PACK	\$1,935.85
	S016079			2" BALLCORP CORPORATION STOP,	\$1,688.28
	S016079			ADJUST SALES TAX	\$10.04
REXEL INC DBA		G003021	220153	400 AREA PARTS	\$206.92
		G007304		400 AREA PARTS	\$124.07
STONEWAY ELECTRIC SUPPLY		S101137607.001	220164	400 AREA ELECTRICAL PARTS	\$44.33
		S101138561.001		400 AREA ELECTRICAL PARTS	\$44.71
<b>WATER MAINTENANCE TOTAL ****</b>					<b>\$13,534.04</b>
<b>WATER UTILITY FUND Total ***</b>					<b>\$32,025.92</b>



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
<b>FUND 403</b>	<b>WASTEWATER UTILITY FUND</b>				
<b>Division:</b>	000				
WA STATE DEPARTMENT OF REVENUE		1/22/2015	219963	2010 C-BASIN-RELEASE RETAINAGE	\$34,059.82
<b>UNASSIGNED TOTAL ****</b>					<b>\$34,059.82</b>
<b>Division:</b>	421	<b>SEWER CAPITAL PROJECTS</b>			
ALFA LAVAL INC	S015999	134313	220050	BFP PILOT TESTING PER TECHNICA	\$7,000.00
<b>SEWER CAPITAL PROJECTS TOTAL ****</b>					<b>\$7,000.00</b>
<b>Division:</b>	422	<b>SEWER OPERATIONS</b>			
BENTON CLEAN AIR AUTHORITY		746	220062	ANNUAL AIR PERMIT-2015	\$350.00
FRONTIER	S016171	1/15-206-188-2614	220103	TELEPHONE CHARGES 1/19-2/18/15	\$59.74
GLOBAL TOWER LLC	P054845	402082093	220210	BADGER MTN CELL TOWNER RENTAL	\$1,036.44
GRAINGER	S016150	9636037385	220107	TIMER RELAY ITEM #4GY65	\$155.90
HOME DEPOT CREDIT SERVICES	S016167	5031346	220119	NUTS AND BRACKETS	\$276.86
MIDWEST LABORATORIES INC	S016168	747879	219992	SHIPPING	\$50.00
	S016168			COR LANDFILL COMPOST FACILITY	\$310.00
MOON SECURITY SERVICES INC		748136	220140	WW MONITORING-FEB	\$33.15
NORCO INC	P054779	15199763	220142	ADJ SALES TAX	(\$0.01)
	P054779			DELIVERY CHARGE	\$10.32
	P054779			MSHA 02 SENSOR FOR ITX, FOR GA	\$257.83
RICHLAND ACE HARDWARE		44875	220154	HINGE STRAPS FOR SOLAR	\$26.02
		44923		COUPLINGS, ELBOW, NIPPLE	\$10.28
UNITED PARCEL SERVICE	S016177	000986641055	220182	ADDITIONAL HANDLING FOR PKG TO	\$9.00
	S016177			GROUND PKG TO ALS FOR WWTP	\$10.19
USA BLUEBOOK	P054735	537583	220113	TOTAL CHLORINE SENSOR, ENDRESS	\$1,587.68
	P054735			CHLORINE ANALYZER, NEMA 4X, NO	\$1,534.46
	P054735	537584		15 FT CABLE FOR CCS120 SENSOR,	\$319.23
	P054741	538124		934-AH GLASS FIBER FILTERS, 47	\$238.65
	P054741			NEXT DAY AIR FREIGHT	\$96.85
	P054778	541954		ADJUST TAX	\$0.01
	P054778			RAVEN PROCESS CENTRIFUGE, ITEM	\$1,188.08
	P054778			FREIGHT	\$37.93
	P054735	542643		IMMERSION HOLDER, 5' PVC WITH	\$183.48
WA STATE DEPARTMENT OF ECOLOGY		2015-WA0020419 2	220185	WASTE WTR PERMIT-2ND FY 2015	\$30,678.48
<b>SEWER OPERATIONS TOTAL ****</b>					<b>\$38,460.57</b>
<b>Division:</b>	423	<b>SEWER MAINTENANCE</b>			
BEAVER BARK & ROCK		659595	220059	CONCRETE TRAILER AND MIXER	\$316.19
COLE DRAINS INC DBA		4591	220080	CLN SWR LN-1002/1004 ROBERDEAU	\$278.65
COLUMBIA RIGGING CORP		25539	220082	WIRE ROPE	\$303.12
MOON SECURITY SERVICES INC		748136	220140	WW MONITORING-FEB	\$33.15



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		44914	220154	SASH LIFT, FASTENERS	\$8.00
		44939		SASH LIFT-TRUCK	\$4.88
		44940		FASTENERS-TRUCK	\$3.63
<b>SEWER MAINTENANCE TOTAL ****</b>					<b>\$947.62</b>
<b>WASTEWATER UTILITY FUND Total ***</b>					<b>\$80,468.01</b>
<b>FUND 404</b>		<b>SOLID WASTE UTILITY FUND</b>			
<b>Division:</b>	432	<b>SOLID WASTE COLLECTION</b>			
GLOBAL TOWER LLC	P054845	402082093	220210	BADGER MTN CELL TOWNER RENTAL	\$617.07
RICHLAND ACE HARDWARE		44727	219944	SPRING SNAP	\$18.18
		44850		CLEANING SUPPLIES	\$47.06
<b>SOLID WASTE COLLECTION TOTAL ****</b>					<b>\$682.31</b>
<b>Division:</b>	433	<b>SOLID WASTE DISPOSAL</b>			
ARAMARK UNIFORM SERVICES INC	S016159	12/14-934962000	219903	LINEN CHARGES FOR DECEMBER 201	\$99.85
BENTON CLEAN AIR AUTHORITY		744	220062	LANDFILL AIR PERMIT FEE-2015	\$350.00
COMPLETE PEST PREVENTION INC		A2594	219919	PEST CONTROL SERVICES	\$135.38
FOLLETT, LYNNE		JANUARY 2015	220102	FOLLETT-MILEAGE JAN 2015	\$24.15
FRONTIER	S016171	1/15-206-188-2614	220103	TELEPHONE CHARGES 1/19-2/18/15	\$117.88
MITCHELL, FRANK		JANUARY 2015	220137	MITCHELL-MILEAGE JAN 2015	\$52.33
MOON SECURITY SERVICES INC		746080	220140	ALARM PAD-LANDFILL	\$877.23
XEROX CORPORATION		077647791	219968	W7225PT-LEASE-DEC	\$172.17
<b>SOLID WASTE DISPOSAL TOTAL ****</b>					<b>\$1,828.99</b>
<b>SOLID WASTE UTILITY FUND Total ***</b>					<b>\$2,511.30</b>
<b>FUND 405</b>		<b>STORMWATER UTILITY FUND</b>			
<b>Division:</b>	440	<b>STORMWATER CAPITAL PROJECTS</b>			
DAILY JOURNAL OF COMMERCE	S016154	3296040	219920	CALL FOR BID BC:DECANT FACILIT	\$307.80
<b>STORMWATER CAPITAL PROJECTS TOTAL ****</b>					<b>\$307.80</b>
<b>Division:</b>	441	<b>STORMWATER</b>			
WA STATE DEPARTMENT OF ECOLOGY		2015-WAR046006 2	220185	STRM WTR JULY 2014-JUNE 2015	\$15,958.50
<b>STORMWATER TOTAL ****</b>					<b>\$15,958.50</b>
<b>STORMWATER UTILITY FUND Total ***</b>					<b>\$16,266.30</b>
<b>FUND 407</b>		<b>MEDICAL SERVICES FUND</b>			
<b>Division:</b>	000				
AMBULANCE REFUND		2013- 05323	220180	REFUND-L&I PAID CLAIM	\$134.00
		2013-05323	220110	REFUND-CLAIM PAID BY L&I	\$536.00
		2014-00147	220073	REFUND-INSURANCE PAID IN FULL	\$358.12
		2014-00615	220093	REFUND-INSURANCE PAID IN FULL	\$82.26
		2014-00976	220072	REFUND AMBULANCE OVERPAYMENT	\$92.91



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AMBULANCE REFUND		2014-01028	220156	REFUND-AMBULANCE OVERPAYMENT	\$72.97
		2014-01647	220087	REFUND AMBULANCE OVERPAYMENT	\$36.84
		2014-01743	220186	REFUND-INSURANCE PAID CLAIM	\$677.00
		2014-02563	220111	REFUND-INSURANCE PAID CLAIM	\$85.57
UNASSIGNED TOTAL ****					\$2,075.67
Division:	121	AMBULANCE			
ANOVAWORKS	P054842	39337	220056	FLU VACCINE (LANDON)	\$32.00
BOUND TREE MEDICAL LLC		81623711	219906	RED DOT ELECTRODES	\$287.96
		81623712		DRUG CASE, IV SETS, BANDAGES	\$124.57
		81623713		IV SET, TEST STRIP, EXAM GLOVE	\$320.95
		81625327		GLUCAGEN KIT, NALOXONE, EPI	\$1,063.64
		81626874		MIDAZOLAM	\$37.29
		81629812		IV DRESSING, SALINE, TUBING	\$232.16
		81633978		SYRINGE NEEDLES	\$242.59
		81635954		IV SETS, BVM'S, DEFIB PADS	\$1,382.79
		81635955		GERMICIDAL WIPES, HAND WIPES	\$85.93
		81637196		ADENOSINE, EPINEPHRINE	\$74.90
		81637197		BP CUFF, ADULT	\$26.59
		81637198		EXAM GLOVES	\$129.31
		81638831		CALCIUM GLUCONATE	\$42.30
		81638832		IV SET, MEGAMOVER, SALINE	\$778.32
		81640383		DEFIB PADS	\$88.01
		81640384		EXAM GLOVES, GUAZE, BANDAGES	\$56.43
		81640385		ANTIMICROBIAL WIPES	\$8.36
		81645366		DEFIB PADS	\$29.34
		81645367		SPIDER STRAPS, FASPLINTS	\$2,062.10
		81646158		RING CUTTERS	\$40.70
		81646159		DEFIB PADS	\$29.34
		81646930		EXAM GLOVES	\$53.50
		81646931		DEFIB PADS	\$146.69
		81646932		SALINE, DRAIN TUBING	\$77.90
		81648695		ET TUBES, IV SETS, SALINE	\$916.11
		81650129		STRETCH BANDAGE	\$4.57
		81650130		IV SETS	\$115.50
		81651750		EXAM GLOVES	\$125.52
		81651751		SOLUMEDROL, ATROPINE, AMIDATE	\$175.65
CHAPLAIN SERVICES NETWORK		RFD-123114	219913	CHAPLAIN SVCS-OCT-DEC	\$1,338.75
CITY OF KENNEWICK		011402	219915	2015 EMS ASSESSMENT	\$2,597.00
LIFE ASSIST INC		696581	219932	SOLUMEDROL, ADENOSINE, EPI	\$121.32
		697103		GLUCAGEN, NALOXONE	\$732.90
OXARC INC		07805PS	219936	MEDICAL OXYGEN	\$57.52



## City Of Richland

VL-1 Voucher Listing

From: 1/26/2015 To: 2/6/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
OXARC INC		1013551	219936	MEDICAL OXYGEN	\$29.88
PARADISE BOTTLED WATER CO		12/14-FIRE ST 71	219937	BOTTLED WATER	\$34.05
		12/14-FIRE ST 72		BOTTLED WATER	\$6.60
		12/14-FIRE ST 73		BOTTLED WATER	\$15.75
PUBLIC SAFETY TESTING INC		2014-5934	220229	SUBSCRIPTION FEES-OCT-DEC 2014	\$90.00
RICHLAND ACE HARDWARE		44547	219944	UTILITY BLADE, THERMOMETER	\$37.85
		44618		WASHER FLUID, THERMOMETER	\$35.68
SPRINT		147658811-085	219948	LIFEPAK CHRGS-11/15-12/14/14	\$151.24
		891160522-130		CELL PHONES 11/18-12/17/14	\$36.20
STERICYCLE INC		3002881546	219949	BIO WASTE DISPOSAL FEE	\$10.36
VERIZON WIRELESS		9735706400	219962	MDT WIRELESS 12/20/14-1/9/15	\$224.08

AMBULANCE TOTAL \*\*\*\*

\$14,310.20

MEDICAL SERVICES FUND Total \*\*\*

\$16,385.87

## FUND 408

## BROADBAND FUND

Division:

460

BROADBAND ADMINISTRATION

ID CONSULTING SOLUTIONS LLC	P054805	2014-1227	220120	Contract 136-10 Mod. #9 A& E	\$6,655.00
	P054805			Contract 136-10 Mod. #9 A & E	\$1,040.00
	P054838	2014-1296		N Richland/Port of Benton Mod.	\$6,821.10
	P053138	2014-1297		MODIFICATION #7 - INSPECTION	\$2,020.00
PARAMOUNT COMMUNICATIONS INC	P054311	C14-072 RETAINAGE	220146	FIBER EXTENSION TO 1060 JADWIN	\$1,349.40
	P054311			FIBER EXTENSION TO 1921 HORN	\$241.00
	P054311			FIBER EXTENSION TO 1060 GEORGE	\$632.60
	S016107	C14-107/PYMT 1		HILTON HOTEL RE-INSTALLATION O	\$2,026.40

BROADBAND ADMINISTRATION TOTAL \*\*\*\*

\$20,785.50

BROADBAND FUND Total \*\*\*

\$20,785.50

## FUND 501

## CENTRAL STORES FUND

Division:

000

EFC EQUIPMENT LLC	P054802	35965	220092	OIL, 2 CYCLE, 50:1 RATIO	\$414.94
GRAINGER	S016143	9642350137	220108	GLASSES, SAFETY READER +2.0	\$298.11
	S016143			ADJ SALES TAX	(\$0.01)
	S016143	9642366901		PROPANE CYLINDER, 14 OZ, 1"	\$45.39
	S016143			ADJ SALES TAX	\$0.01
HOME DEPOT CREDIT SERVICES	S016167	8011592	220119	FAST SET CONCRETE FOR STOCK	\$283.93
RDO EQUIPMENT CO	P054800	P40432	220149	BLADE, EDGER,JOHN DEERE M92907	\$722.73

UNASSIGNED TOTAL \*\*\*\*

\$1,765.10

CENTRAL STORES FUND Total \*\*\*

\$1,765.10

## FUND 502

## EQUIPMENT MAINTENANCE FUND



## City Of Richland

VL-1 Voucher Listing

From: 1/26/2015 To: 2/6/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
<b>Division: 214 EQUIPMENT MAINTENANCE</b>					
AMERICAN RADIATOR INC		AA094446	220052	RADIATOR VEH 2348 WO 38036	\$150.95
AMERICAN WEST CHROME INC		55790	220194	PUMPS VEH 3291 WO 38289	\$3,084.79
		55797		REPAIRS VEH 3315 WO 38038	\$4,107.25
		55829	220055	CYLINDER ASSY VEH 3284 WO38189	\$358.38
		55830		CYLINDER ASSY VEH 3283 WO38273	\$210.68
ARAMARK UNIFORM SERVICES INC	S016159	12/14-934962000	219903	LINEN CHARGES FOR DECEMBER 201	\$262.56
ASE		ORD-899209-MT0S18	220057	ASE TRNING-KIMBALL	\$70.00
COLUMBIA GRAIN & FEED INC		130532	220081	FUEL CAP VEH 7500 WO 38265	\$14.00
COMMERCIAL TIRE INC		204947	220084	TIRES VEH 3296 WO 38200	\$1,857.93
		204948		TIRES VEH 3311 WO 38201	\$1,373.03
		204949		TIRES VEH 4118 WO 38202	\$272.87
		205200		TIRES VEH 5045 WO 38241	\$1,002.89
		205201		TIRE VEH 6579 WO 38240	\$138.35
		205202		TIRES VEH 4122 WO 38239	\$825.70
		205274		TIRE VEH 4145 WO 38235	\$138.35
		205275		TIRES VEH 4111 WO 38236	\$242.12
		205276		TIRES VEH 4113 WO 38237	\$297.31
		205277		TIRES VEH 4119 WO 38238	\$272.85
		205407		TIRES VEH 3219 WO 38293	\$123.80
		205414		TIRES VEH 3296 WO 38291	\$763.99
CONNELL OIL INC		C111773-IN	220086	LUBE PRODUCTS	\$1,651.81
CUMMINS NORTHWEST LLC		018-17357	220203	METER VEH 3269 WO 38255	\$87.81
DAY MANAGEMENT CORPORATION DBA		376023	220207	REPAIRS VEH 1104 WO 38290	\$154.75
		376035		REPAIRS VEH 1104 WO 38290	\$51.59
FASTENAL COMPANY		WARIC47526	220097	SHOP SUPPLY	\$98.57
		WARIC47536		SHOP SUPPLY	\$300.52
FASTENERS INC		S4156715.001	220098	SHOP SUPPLIES	\$119.73
G & R AG PRODUCTS INC		2150852-0001-02	220104	POLYPRO VEH 5036 WO 38169	\$2.40
GROVER DYKES AUTO GROUP INC DBA		354033	219928	SP-O KIT VEH 5040 WO 38095	\$35.50
		354058		PIPE ASY VEH 5040 WO 38095	\$68.91
		CM353889		RTRN GASKETS VEH 5040 WO 38095	(\$59.64)
		CM353931		RETURN HARDWARE VEH 5040 38095	(\$5.45)
		CM354033		RTRN SP-O KIT VEH 5040 38095	(\$35.50)
JIM'S PACIFIC GARAGES INC		1153571	220125	DASH PANEL VEH 3291 WO 38199	\$94.23
		1154120	219930	BRAKES VEH 3282 WO 38035	\$184.51
		1154167	220125	ISOLATOR VEH 3280 WO 38110	\$29.50
		1154379		FILTER/GSKT VEH 3306 WO 38137	\$79.90
		1155016		CLP BNK/ADPTR VEH3311 WO38177	\$113.75
		1155952		FILTERS VEH 3325 WO 38269	\$207.02
JT AUTOMOTIVE PARTS INC DBA		325027	219931	BRAKE CLNR VEH 7122 WO 37925	\$5.41



## City Of Richland

## VL-1 Voucher Listing

From: 1/26/2015 To: 2/6/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		325067	219931	CONNECTR VEH 4117 WO 38141	\$7.69
		325099		RETURN FILTER VEH 7090	(\$101.94)
		325101	220126	FILTERS VEH 6238 WO 38143	\$21.31
		325289		DIAL INDICTR VEH 3308 WO38123	\$40.78
		325294	219931	BRAKE CLNR VEH 7133 WO 38135	\$8.11
		325303		DISTRIBUTOR CAP VEH 2348 38036	\$134.77
		325304		BRAKE CLNR VEH 4158 WO 38155	\$18.27
		325306		RETURN CORE DEPOSIT VEH 2346	(\$120.65)
		325308		BRAKE CLNR VEH 5040 WO 38095	\$32.45
		325314		FRGHT 324715 VEH 2348 WO38036	\$8.68
		325343	220126	V-BELT VEH 2256 WO 38167	\$42.64
		325344		AUTO TENSIONER VEH2256 WO38167	\$45.29
		325373		FLOOR MAT VEH 2346 WO 38134	\$60.82
		325388		FREIGHT VEH 6238 WO 38122	\$16.29
		325399		ANTENNA VEH 5036 WO 38169	\$8.68
		325403		OIL FILTER VEH 2348 WO 38056	\$3.81
		325405		DIESEL EXH FLUD VEH7152 W38168	\$21.70
		325412		BRAKES VEH 5040 WO 38171	\$832.61
		325419		EXH CAP VEH 6238 WO 38122	\$12.48
		325421		BEAM BLADES VEH 1104 WO 38221	\$30.93
		325447		CORE RETURN	(\$211.12)
		325459		WIPER BLADES VEH 2348 WO 38056	\$27.48
		325460		V-BELT VEH 3222 WO 38153	\$20.47
		325464		SOCKETS VEH 3284 WO 38142	\$14.76
		325481		BRAKE CLNR VEH 3315 WO 38038	\$55.23
		325484		CREEP VEH 3308 WO 38123	\$48.23
		325504		OIL FITLER VEH 3311 WO 38177	\$17.18
		325514		FILTERS VEH 3222 WO 38178	\$177.43
		325575		CAPSULE VEH 2410 WO 38187	\$9.56
		325603		SCOTSEALS VEH 3222 WO 38153	\$117.94
		325618		HOOKS VEH 4084 WO 38193	\$23.86
		325621		BLADES VEH 1382 WO 38194	\$21.57
		325794		BLOW GUN VEH 3240 WO 37970	\$21.71
		325795		FILTERS VEH 2329 WO 38229	\$41.98
		325797		DOOR CHECK KIT VEH3315 W038038	\$60.79
		325800		BATTERY VEH 2257 WO 38225	\$114.90
		325806		MODULATOR VEH 2257 WO 38225	\$57.63
		325808		AEROSOL VEH 3284 WO 38142	\$49.47
		325811		BRAKE CLNR VEH 3311 WO 38067	\$5.41
		325860		IGNITION COIL VEH 2257 WO38225	\$100.64
		325876		HTR HOSE VEH 2257 WO 38225	\$7.94



## City Of Richland

VL-1 Voucher Listing

From: 1/26/2015 To: 2/6/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		325930	220126	RET MODULATOR VEH 2257	(\$57.63)
MCCURLEY CHEVROLET		354728	219933	INSPECTION VEH 2346 WO 38134	\$237.83
		871948		GASKET VEH 2348 WO 38036	\$7.79
		872613	220135	SOLENOID VEH 1369 WO 38253	\$77.46
		872614		VALVE VEH 1369 WO 38253	\$46.69
MOBILE FLEET SERVICE INC		1250160037	219934	CABLE VEH 3204 WO 37236	\$30.03
MONARCH MACHINE & TOOL CO INC		A175048	219935	10' TUBE VEH 4158 WO 38155	\$141.61
		A175149	220139	REPAIR ALM PIPE VEH 7141 37993	\$71.08
RDO EQUIPMENT CO		P39516	219940	STEERING CNRL VEH7122 WO 37925	\$1,435.68
		W41265		REPAIR GEAR BOX VEH 7141 37993	\$1,032.87
REBUILDING & HARDFACING INC		49564	219941	BLADE VEH 6584 WO 38004	\$327.97
		49584	220150	CURVEDGUARDS VEH 6584 WO 38004	\$243.68
ROWAND MACHINERY CO		170425	219946	STARTER MTR VEH 7133 WO 38135	\$780.12
		170682	220157	FILTERS VEH 7133 WO 38136	\$152.33
		170725		SHEAVE VEH 7122 WO 37925	\$289.06
		170945		FUEL GAUGE VEH 7142 WO 38274	\$197.65
SONSHINE COLLISION SERVICES INC		28180	220162	REPAIR VEH 1207 WO 35466	\$10,443.90
TACOMA SCREW PRODUCTS INC		22109358	219952	TURNBUCKLE VEH 4158 WO 38155	\$94.82
		22109360		BANDSAW BLADE VEH 4158 W038155	\$30.60
THE SUPPLY CO LLC		00312837	220171	SHOP SUPPLY	\$379.27
TIM BUSH MOTOR COMPANY DBA		1169	220172	VEHICLE WASHES-DEC	\$72.00
TIRE FACTORY INC DBA		03-101320	220173	TIRES VEH 3304 WO 38277	\$159.98
		03-103331		TIRES VEH 4142 WO 387276	\$178.79
		03-104317	220239	REPAIR VEH 2381 WO 38292	\$18.41
		03-104557	219956	ALIGNMENT VEH 2346 WO 38134	\$83.57
		03-104616	220173	ALIGNMENT VEH 2348 WO 38056	\$59.68
TITAN TRUCK EQUIPMENT		1096674	220174	LATCH VEH 3265 WO 37962	\$49.71
TRANSPORT EQUIPMENT CO INC DBA		PASIN1156179	219957	JACK VEH 4142 WO 37807	\$109.95
		PASIN1193406		KIT-ADJ VEH 3219 WO 38100	\$214.52
		PASIN1202399		CHAMBER VEH 3219 WO 38100	\$58.28
		PASIN1202717		BREATHER VEH 3222 WO 38153	\$6.06
		PASIN1204563	220177	CD RADIO VEH 3204 WO 37236	\$175.22
		PASIN1213790		O RINGS VEH 3222 WO 38179	\$11.21
		PASIN1213790-2		REAR MAIN SEAL VEH3222 WO38179	\$100.45
		PASIN1214560		EXHAUST PIPE VEH 3311 WO 38177	\$51.86
TRI CITIES BATTERY & AUTO REPAIR		017026	220178	REBUILT STARTER VEH7118 W38166	\$273.42
VALLEY TRUCK REPAIR INC		37709	220184	REPAIR DUMP BED VEH3204 38192	\$11,252.03
WESTERN STATES EQUIPMENT COMPANY		PC110290247	220189	HOSES VEH 6455 WO 38224	\$270.53
		PC110292832		ELEMENTS VEH 7090 WO 38161	\$136.74
		PC110292833		ELEMENTS VEH 7130 WO 38160	\$185.67
		PC110292834		ELEMENTS VEH 7123 WO 38162	\$246.11



## City Of Richland

VL-1 Voucher Listing

From: 1/26/2015 To: 2/6/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESTERN STATES EQUIPMENT COMPANY		PC110293439	220245	TURBO GP BEH 3311 WO 38177	\$2,811.75
		PR110021983		CORE RETURN VEH 3311 WO 38177	(\$692.35)
		WO110101272	220189	TRBLSHT/REPAIR VEH 7138 38183	\$3,670.07
WESTERN SYSTEMS & FABRICATION INC		10302	220190	RELIF CARTRDGE VEH3315 WO38038	\$255.19
		10334		DRIVE GEAR ASSY VEH3308 38123	\$1,244.38
		10341		GRABBERS VEH 3284 WO 38142	\$2,110.66
		10358		NUTS/WASHER VEH 3308 WO 38123	\$35.85
		10395		BELT ASSY VEH 3281 WO 38165	\$141.57
		10396		BELT ASSY VEH 3285 WO 38126	\$141.57
		10397		COIL VEH 3315 WO 38038	\$303.95
		10398		SOURCING PROX VEH 3308 WO38123	\$472.21
		10424		POLY TANK VEH 3291 WO 38199	\$2,126.06
		10428		PIN CYLINDER VEH3308 WO38123	\$110.86
		10431		BEARING VEH 3284 WO 38142	\$321.34
		10432		PACKER PIN VEH 3296 WO 38184.	\$551.94
		10434		PLC REPAIRS VEH 3308 WO 38243	\$575.58
		10446		COIL VEH 3315 WO 38038	\$226.60
		10454		BEARING VEH 3284 WO 38142	\$308.73
		10477		BEARINGS VEH 3284 WO 38142	\$591.88
WONDRACK DISTRIBUTING INC		9957	219966	LATCH BEARING VEH 3308 WO37567	\$84.30
		9959		CAMERA VEH 3308 WO 37567	\$364.55
		0451996	219967	OFF ROAD DIESEL LANDFILL	\$1,732.41
		0452465	220192	OFF ROAD DIESEL-LANDFILL	\$751.52
		0747640	219967	CARD LOCK FUEL-1/9-1/15/15	\$11,541.13
		0747730	220192	CARD LOCK FUEL - 1/16-1/22/15	\$9,638.31

EQUIPMENT MAINTENANCE TOTAL \*\*\*\*

\$89,757.96

EQUIPMENT MAINTENANCE FUND Total \*\*\*

\$89,757.96

FUND 505

PUBLIC WORKS ADMIN &amp; ENGINEER

Division:

450

PW ADMIN &amp; ENGINEERING

AMERICAN WATER WORKS ASSOCIATION

2319

220054

AWWA 2015

\$1,500.00

7000914076

219971

AWWA 3/1/15-2/29/16-MARLOW

\$85.00

7000915898

AWWA 3/1/15-2/29/16-NELSON

\$85.00

FEDERAL EXPRESS CORP

2-916-91102

220099

SHIPPING JAN 2015

\$5.78

TRANSOFT SOLUTIONS INC

P054803

118524

220176

AutoTURN Map Renewal License

\$834.16

PW ADMIN &amp; ENGINEERING TOTAL \*\*\*\*

\$2,509.94

PUBLIC WORKS ADMIN &amp; ENGINEER Total \*\*\*

\$2,509.94

FUND 520

HEALTH CARE/BENEFITS PLAN

Division:

222

EMPLOYEE BENEFIT PROGRAM



## City Of Richland

VL-1 Voucher Listing

From: 1/26/2015 To: 2/6/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
REHN & ASSOCIATES INC		DECEMBER2014	219942	HRA PREMIUMS-DEC	\$294.00
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$294.00
HEALTH CARE/BENEFITS PLAN Total ***					\$294.00
<b>FUND 611</b>	<b>FIREMAN'S PENSION</b>				
<b>Division:</b>	216	FIRE PENSION			
ANDERS, PETER		AP00003702021501	220001	MEDICARE PREMIUM/ANDERS	\$104.90
BOWLS, DAVID		AP00003502021501	220005	MEDICARE PREMIUM/BOWLS	\$104.90
CANFIELD, HARRY R		AP00000402021501	220008	MEDICARE PREMIUM/CANFIELD	\$104.90
CARRICK, HENRY		AP00000502021501	220009	MEDICARE PREMIUM/CARRICK	\$104.90
CLARK, FRANK M		AP00000602021501	220010	MEDICARE PREMIUM/CLARK	\$104.90
DOWNS, DANNY		AP00005102021501	220017	MEDICARE PREMIUM/DOWNS	\$104.90
ELIASON, CURTIS		AP00003302021501	220019	MEDICARE PREMIUM/ELIASON	\$104.90
ESTY, RAYMOND J		AP00000902021501	220020	MEDICARE PREMIUM/ESTY	\$104.90
FERRIANS, ALLEN LARRY		AP00006002021501	220021	MEDICARE PREMIUM/FERRIANS	\$104.90
HOUCHIN, EARL		AP00001202021501	220024	MEDICARE PREMIUM/HOUCIN	\$104.90
JOHNSON, NEILS E		AP00003402021501	220025	MEDICARE PREMIUM/JOHNSON	\$104.90
JONES, HAROLD		AP00005502021501	220026	MEDICARE PREMIUM/JONES	\$104.90
KEYS, JACK D		AP00006202021501	220027	MEDICARE PREMIUM/KEYS	\$104.90
LAHTI, ROGER P		AP00006402021501	220028	MEDICARE PREMIUM/LAHTI	\$104.90
MITCHELL, RAYMOND L		AP00001502021501	220032	MEDICARE PREMIUM/MITCHELL	\$104.90
MURRAY, DAVID		AP00008302021501	220034	MEDICARE PREMIUM/MURRAY	\$104.90
MYERS, EDWARD A		AP00007602021501	220035	MEDICARE PREMIUM/MYERS ED	\$104.90
POLLARD, JAMES		AP00004802021501	220036	MEDICARE PREMIUM/POLLARD	\$99.90
RKSO LLC DBA		010915HC	220037	NON-COVERED RX DOS 1/9/15	\$598.39
RONEY, LARRY		AP00003602021501	220038	MEDICARE PREMIUM/RONEY	\$104.90
SIEMENS, DONALD		AP00008102021501	220039	MEDICARE PREMIUM/SIEMENS	\$104.90
WEST, ROYAL		AP00002002021501	220045	MEDICARE PREMIUM/WEST	\$104.90
WILLIAMSON, CRAIG E		AP00007502021501	220046	MEDICARE PREMIUM/WILLIAMSON	\$104.90
FIRE PENSION TOTAL ****					\$2,901.19
FIREMAN'S PENSION Total ***					\$2,901.19
<b>FUND 612</b>	<b>POLICEMEN'S PENSION</b>				
<b>Division:</b>	217	POLICE PENSION			
BAKER, MARSHALL R		AP00006302021501	220002	MEDICARE PREMIUM/BAKER	\$104.90
BATES, LAURIE VERN JR		AP00004902021501	220003	MEDICARE PREMIUM/BATES	\$104.90
BEDEN, LARRY		AP00003802021501	220004	MEDICARE PREMIUM/BEDEN	\$104.90
BRUNSON, DALE A		AP00004202021501	220006	MEDICARE PREMIUM/BRUNSON	\$104.90
BUSH, LEE		AP00008402021501	220007	MEDICARE PREMIUM/BUSH	\$104.90
CLEAVENGER, WILL J		AP00007302021501	220011	MEDICARE PREMIUM/CLEAVENGER W	\$104.90



## City Of Richland

VL-1 Voucher Listing

From: 1/26/2015 To: 2/6/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CLEMENTS, JOHN M		AP00007402021501	220012	MEDICARE PREMIUM/CLEMENTS	\$104.90
COUCH, LARRY		AP00006602021501	220013	MEDICARE PREMIUM/COUCH	\$104.90
CULTURAL DBA		AP00008202021501	220014	ASSISTED LIVING-MANUEL	\$4,500.00
DEMYER, JAMES J		AP00008002021501	220015	MEDICARE PREMIUM/DEMYER	\$104.90
DERRICK, GEORGE		AP00000702021501	220016	MEDICARE PREMIUM/DERRICK	\$104.90
DUCHEMIN, ROGER		AP00000802021501	220018	MEDICARE PREMIUM/DUCHEMIN	\$104.90
GANLEY, JOHN M		AP00007902021501	220022	MEDICARE PREMIUM/GANLEY	\$104.90
HIGGINS, FRED C		AP00007802021501	220023	HIGGINS MEDICARE PREMIUM	\$104.90
LEWIS, DAVID L		AP00004302021501	220029	MEDICARE PREMIUM/LEWIS	\$104.90
LOHDEFINCK, RICHARD N		AP00002302021501	220030	MEDICARE PREMIUM/LOHDEFINCK	\$104.90
MANUEL, D ART		AP00002502021501	220031	MEDICARE PREMIUM/MANUEL	\$104.90
MOORE, ROBERT		AP00007102021501	220033	MEDICARE PREMIUM/MOORE	\$104.90
SPARKS, DAVID W		AP00005902021501	220040	MEDICARE PREMIUM/SPARKS	\$104.90
THOMAS, GERALD D		AP00003202021501	220041	MEDICARE PREMIUM/THOMAS G	\$104.90
TURNER, ROY		AP00003102021501	220042	MEDICARE PREMIUM/TURNER	\$104.90
WENDLAND, WALTER		10115WW	220044	HOME CARE DOS 1/1-1/9/15	\$2,211.00
		11015WW		HOME CARE DOS 1/10-1/23/15	\$1,889.00
		11515WW		MEDICAL DOS 1/15-1/30/15	\$500.00
		121514WW		MEDICAL DOS 12/15-12/29/14	\$500.00
		122714WW		HOME CARE DOS 12/27/14	\$123.50
		AP00001902021501	220043	MEDICARE PREMIUM/WENDLAND	\$104.90
WILMOTH, ROD		AP00004502021501	220047	MEDICARE PREMIUM/WILMOTH	\$104.90
ZIMMERMAN, GERALD		AP00005002021501	220048	MEDICARE PREMIUM/ZIMMERMAN	\$104.90
POLICE PENSION TOTAL ****					\$12,136.20
POLICEMEN'S PENSION Total ***					\$12,136.20
<b>FUND 641</b>	<b>SOUTHEAST COMMUNICATIONS CTR</b>				
<b>Division:</b>	600	SECOMM OPERATIONS GENERAL			
BIDDLE CONSULTING GROUP INC	P054809	47112	220067	CRITICALL RENEWAL 02/05/2015	\$1,399.00
CENTURYLINK		1/15-596243863	219977	GENERAL FOR 1/16-2/16/15	\$7.31
FRONTIER		1/15-2061881060	220103	GENERAL FOR 1/19-2/18/15	\$403.71
INTERGRAPH CORPORATION	P054776	1-654370849	220121	IPS MAINTENANCE 1/1/15 - 12/31	\$70,408.12
PUBLIC SAFETY TESTING INC		2014-5934	220229	SUBSCRIPTION FEES-OCT-DEC 2014	\$62.50
SECOMM OPERATIONS GENERAL TOTAL ****					\$72,280.64
<b>Division:</b>	601	E911 OPERATIONS			
CENTURYLINK	P054810	100378163	219912	NORTEL PBX MAINTENANCE ANNUAL	\$8,740.66
		70275731	219977	REPAIR TO ADMIN SRVC LINE	\$511.72
INTERGRAPH CORPORATION	P054776	1-654370849	220121	IPS MAINTENANCE 1/1/15 - 12/31	\$70,408.11
PUBLIC SAFETY TESTING INC		2014-5934	220229	SUBSCRIPTION FEES-OCT-DEC 2014	\$62.50
E911 OPERATIONS TOTAL ****					\$79,722.99



## City Of Richland

VL-1 Voucher Listing

From: 1/26/2015 To: 2/6/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SOUTHEAST COMMUNICATIONS CTR Total ***					\$152,003.63
<b>FUND 642</b>	<b>800 MHZ PROJECT</b>				
<b>Division:</b>	610	800 MHZ			
GENCORE CANDEO LTD	P054797	3119	220105	GENESIS 2015 SUPPORT & MAINTEN	\$5,000.00
800 MHZ TOTAL ****					\$5,000.00
800 MHZ PROJECT Total ***					\$5,000.00
<b>FUND 643</b>	<b>EMERGENCY MANAGEMENT</b>				
<b>Division:</b>	620	STATE / LOCAL ASSISTANCE			
BECK, JEREMY		15-034 BECK	220060	EM ADVISORY GROUP/TACOMA/BECK	\$81.00
CHARTER COMMUNICATIONS		01/15-80070706114	220077	CABLE SERVICE 01/30-02/28/15	\$17.53
STATE / LOCAL ASSISTANCE TOTAL ****					\$98.53
<b>Division:</b>	621	RADIOLOGICAL EMGCY PREPAREDNES			
CHARTER COMMUNICATIONS		01/15-80070706114	220077	CABLE SERVICE 01/30-02/28/15	\$17.53
MID COLUMBIA ENGINEERING INC	P054796	ST007079	220136	BECKI COATS - SURVEY TAKER	\$286.00
	P054796	ST007099		BECKI COATS - SURVEY TAKER	\$257.40
	P054796	ST007117		BECKI COATS - SURVEY TAKER	\$278.85
UNITED PARCEL SERVICE	S016162	000986641045	219959	3 GROUND PKG W/INSURANCE TO LU	\$140.24
	S016177	000986641055	220182	ADDITIONAL WEIGHT CHARGES FOR	\$5.12
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$985.14
<b>Division:</b>	622	DOE EMERGENCY PREPAREDNESS			
CHARTER COMMUNICATIONS		01/15-80070706114	220077	CABLE SERVICE 01/30-02/28/15	\$17.53
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$17.53
<b>Division:</b>	623	JURISIDITION			
CHARTER COMMUNICATIONS		01/15-80070706114	220077	CABLE SERVICE 01/30-02/28/15	\$42.15
JURISIDITION TOTAL ****					\$42.15
EMERGENCY MANAGEMENT Total ***					\$1,143.35
<b>FUND 803</b>	<b>UTILITY BILL CLEARING FUND</b>				
<b>Division:</b>	000				
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY9536	219993	Customer Refund	\$150.00
		CISPAY9537	219989	Customer Refund	\$30.50
		CISPAY9538	219983	Customer Refund	\$102.59
		CISPAY9539	219980	Customer Refund	\$238.79
		CISPAY9540	219970	Customer Refund	\$132.12
		CISPAY9541	219984	Customer Refund	\$492.89
		CISPAY9542	219991	Customer Refund	\$485.66



## City Of Richland

VL-1 Voucher Listing

From: 1/26/2015 To: 2/6/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY9543	219974	Customer Refund	\$50.20
		CISPAY9544	219987	Customer Refund	\$10.51
		CISPAY9545	220000	Customer Refund	\$49.69
		CISPAY9546	219986	Customer Refund	\$112.85
		CISPAY9547	219996	Customer Refund	\$139.41
		CISPAY9548	219985	Customer Refund	\$33.49
		CISPAY9549	219995	Customer Refund	\$55.22
		CISPAY9550	219978	Customer Refund	\$17.19
		CISPAY9551	219988	Customer Refund	\$89.72
		CISPAY9552	219973	Customer Refund	\$221.60
		CISPAY9553	220201	Customer Refund	\$109.53
		CISPAY9554	220213	Customer Refund	\$120.76
		CISPAY9555	220215	Customer Refund	\$52.80
		CISPAY9556	220196	Customer Refund	\$102.82
		CISPAY9557	220217	Customer Refund	\$100.93
		CISPAY9558	220242	Customer Refund	\$63.70
		CISPAY9559	220214	Customer Refund	\$81.39
		CISPAY9560	220221	Customer Refund	\$6.13
		CISPAY9561	220219	Customer Refund	\$128.35
		CISPAY9562	220209	Customer Refund	\$66.88
		CISPAY9563	220227	Customer Refund	\$74.12
		CISPAY9564	220233	Customer Refund	\$88.46
		CISPAY9565	220205	Customer Refund	\$37.10
		CISPAY9566	220237	Customer Refund	\$5.60
		CISPAY9567	220236	Customer Refund	\$61.98
		CISPAY9568	220206	Customer Refund	\$94.55
		CISPAY9569	220235	Customer Refund	\$35.43
		CISPAY9570	220204	Customer Refund	\$85.65
		CISPAY9571	220195	Customer Refund	\$82.60
		CISPAY9572	220222	Customer Refund	\$104.87
		CISPAY9573	220234	Customer Refund	\$125.18
		CISPAY9574	220216	Customer Refund	\$99.96
		CISPAY9575	220198	Customer Refund	\$69.60
		CISPAY9576	220218	Customer Refund	\$102.91
		CISPAY9577	220231	Customer Refund	\$63.12
		CISPAY9578	220224	Customer Refund	\$67.02
		CISPAY9579	220223	Customer Refund	\$82.49
		CISPAY9580	220225	Customer Refund	\$59.00
		CISPAY9581	220238	Customer Refund	\$87.65
		CISPAY9582	220226	Customer Refund	\$66.53



City Of Richland

VL-1 Voucher Listing

From: 1/26/2015 To: 2/6/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UNASSIGNED TOTAL ****					\$4,739.54
UTILITY BILL CLEARING FUND Total ***					\$4,739.54



## City Of Richland

VL-1 Voucher Listing

From: 1/26/2015 To: 2/6/2015

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

\$1,354,755.57

## Number of Invoices

## Amount

Vouchers In Richland	195	\$71,672.16
Vouchers In Tri Cities	83	\$371,175.12
Vouchers In WA	265	\$309,905.21
Vouchers Outside WA	302	\$602,003.08
Vouchers Final Total.....	845	\$1,354,755.57

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$369.83	0.03%
2	BENEFITS	\$22,689.44	1.67%
3	SUPPLIES	\$202,619.12	14.96%
4	OTHER SERVICES & CHARGES	\$449,462.43	33.18%
5	INTERGOVERNMENTAL SERVICES	\$18,160.53	1.34%
6	CAPITAL PROJECTS	\$291,434.30	21.51%
	MACHINERY & EQUIPMENT	\$11,070.50	0.82%
	REFUNDS	\$4,739.54	0.35%
	INVENTORY PURCHASES	\$354,209.88	26.15%
	Total	\$1,354,755.57	