



Agenda
City Council Regular Meeting
Tuesday, March 3, 2015
City Hall Council Chamber | 505 Swift Boulevard

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

1. Executive Session - RCW 42.30.110(I)(ii) - Discuss Current or Pending Litigation (10 min)
 - Heather Kintzley, City Attorney

Agenda Item:

2. Discuss Meeting Agenda Items (20 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. 2014 Visit Tri-Cities Annual Report (5 minutes)
 - Kris Watkins, Visit Tri-Cities President and CEO
4. Tri-City Regional Hotel Motel Tourism Commission's Request to Use Reserve Funds for 2015 Special Projects (5 minutes) (on Consent Calendar, Item for Approval)
 - Kris Watkins, Visit Tri-Cities President and CEO
5. Proposed 2015 Electric Rates Communication and Outreach (5 minutes)
 - Sandi Edgemon, Energy Services Business Services Manager

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

6. Proposed Amendments to the Master Agreement and Land Use and Development Regulations Governing the Badger Mountain South Master Planned Community - Resolution No. 29-15
7. Proposed Vacation of Short Plat No. 2115, in the Horn Rapids Business Park - Resolution No. 39-15
 - Rick Simon, Development Services Manager
8. Proposed Increase in Appropriation to the Industrial Development Fund - Ordinance No. 13-15
 - Bill King, Deputy City Manager
9. Proposed 2015-2017 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77 - Resolution No. 45-15
 - Allison Jubb, Human Resources Director

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 February 17 and 24, 2015 Council Meetings
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

11. Ordinance No. 07-15, Establishing and Dedicating the Rights-of-Way for Polar Way, 1st Street, Logston Boulevard and Robertson Drive
 - Pete Rogalsky, Public Works Director
12. Ordinance No. 13-15, Amending the 2015 Budget to Increase Appropriations to the Industrial Development Fund
 - Bill King, Deputy City Manager

Ordinances - Second Reading/Passage:

13. Ordinance No. 04-15, Amending RMC Section 14.24.060: Electricity, Relating to Retail Rates
 - Bob Hammond, Energy Services Director
14. Ordinance No. 05-15, Increasing Capital Improvement Fund and Streets Capital Construction Fund Budgets
 - Pete Rogalsky, Public Works Director
15. 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
16. Ordinance No. 08-15, Rezoning of Property at 1788 and 1790 Fowler Street (Gauntt NW, LLC)
 - Rick Simon, Development Services Manager
17. 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
18. Ordinance No. 10-15, Amending RMC Section 2.20, Code Enforcement Board
 - Heather Kintzley, City Attorney
19. 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:

20. Resolution No. 29-15, Amending the Land Use and Development Regulations Governing the Badger Mountain South Master Planned Community
 - Rick Simon, Development Services Manager
21. Resolution No. 34-15, Authorizing the City Manager to Sign and Execute an Agreement with Accelerated Construction and Excavating LLC for Construction of the Hains Avenue Water Service Replacement Project
 - Pete Rogalsky, Public Works Director
22. Resolution No. 36-15, Authorizing the Preparation and Submittal of an Application to the Department of Natural Resources (DNR) for an Urban and Community Forestry Program Grant
 - Phil Pinard, Planning and Capital Projects Manager
23. Resolution No. 39-15, Vacating Short Plat No. 2115 in the Horns Rapids Business Park
 - Rick Simon, Development Services Manager
24. Resolution No. 40-15, Approving Phase I of the Clearwater Creek Final Plat
 - Rick Simon, Development Services Manager
25. Resolution No. 41-15, Establishing a Meeting Date to Meet with the Proponents of the Whitfield Annexation
 - Rick Simon, Development Services Manager
26. Resolution No. 42-15, Expressing Appreciation to Rick Jansons for Service on the Richland Public Facilities District Board
 - Heather Kintzley, City Attorney
27. Resolution No. 45-15, Proposed 2015-2017 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77
 - Allison Jubb, Human Resources Director
28. Resolution No. 47-15, Authorizing the Circulation of a Petition for the Westchester Annexation
 - Rick Simon, Development Services Manager
29. Resolution No. 48-15, Awarding Bid to Circle H Construction, Inc. for the City of Richland Fiber Build 2015 Project
 - Jon Amundson, Assistant City Manager
30. Resolution No. 49-15, Approving the 2015 Interlocal Cooperation Agreement for Multi-Agency Three Rivers Information & Communications Services (MATRICS)
 - Chris Skinner, Police Services Director

Items for Approval:

31. Approve the Transfer of \$241,945 from the Tourism Promotion Area Reserve Account to be used for 2015 Tourism Related Projects
 - Cindy Johnson, City Manager

Expenditures - Approval:

32. Expenditures from February 9, 2015 - February 20, 2015 for \$4,528,036.89 including Check Nos. 220247-220585, Wire Nos. 5834-5843, Payroll Check Nos. 99878-99892, and Payroll Wire/ACH Nos. 8856-8881
 - Cathleen Koch, Administrative Services Director

Items of Business:

33. Resolution No. 37-15, Expressing Support for Washington State Senate Transportation Revenue and Reform Package
 - Pete Rogalsky, Public Works Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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COUNCIL AGENDA ITEM COVERSHEET

Council
Date: 03/03/2015
Key Element:

Agenda Category: City Council Pre-Meeting - 7:00
p.m.

Subject:

Executive Session - RCW 42.30.110(1)(ii) - Discuss Current or Pending Litigation (10 min)

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Executive Session Item

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Agenda Item

Key Element:

Subject:

Discuss Meeting Agenda Items (20 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Presentations

Key Element:

Subject:

2014 Visit Tri-Cities Annual Report (5 minutes)

Department:

Community & Development Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

2014 Tri-City Hotel Motel Commission 2015 Budget and Marketing Plan

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Presentations

Key Element:

Subject:

Tri-City Regional Hotel Motel Tourism Commission's Request to Use Reserve Funds for 2015 Special Projects (5 minutes) (on Consent Calendar, Item for Approval)

Department:

Community & Development Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

The Tri-City Regional Hotel-Motel Commission (TPA) currently has a balance of \$264,672 available in reserves for reinvestment in new projects. The TPA Commissioners have voted unanimously to request \$241,945 from the reserve account for the following future projects, upon the Richland City Council's approval.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Presentations

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Proposed 2015 Electric Rates Communication and Outreach (5 minutes)

Department:

Energy Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

N/A

Summary:

Staff will briefly discuss the communication and outreach activities to inform customers about the proposed 2015 electric rates and tools to help them understand how the increase will affect their bills.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Public Hearing

Key Element: Key 3 - Economic Vitality

Subject:

Proposed Amendments to the Master Agreement and Land Use and Development Regulations Governing the Badger Mountain South Master Planned Community - Resolution No. 29-15

Department:

Community & Development Services

Ordinance/Resolution Number:

29-15

Document Type:

General Business Item

Recommended Motion:

None.

Summary:

The purpose of the public hearing is to accept comments regarding the proposed amendments to the Master Agreement and Land Use and Development Regulations (LUDR) governing the Badger Mountain South planned community. The Master Agreement and the LUDR were originally put into place in 2010 when the Badger Mountain South Master Planned Community was annexed into the City of Richland. Nor Am Investments LLC, the developer of the master planned community, has proposed a number of changes to both documents to reflect some changes that have occurred over the past five years and to stimulate development of the project. The Planning Commission reviewed the proposed LUDR amendments and has recommended approval of them.

The LUDR document is too large a file to include in the Council packet, but was previously distributed to the Council at their workshop on January 27th. Hard copies are available to the public at the City Clerk's office and in the Planning office. A copy of the proposed changes to the master agreement is attached.

Staff has prepared Resolution No. 29-15 to adopt the proposed changes to the LUDR; however; additional time is needed to evaluate the proposed amendments to the master agreement. Staff will bring forward recommended changes to the master agreement in the near future.

Fiscal Impact:

None

Attachments:

1. Master Agreement - Proposed Changes
2. Staff Recommended Changes to LUDR
3. Planning Commission Minutes
4. Staff Report to Planning Commission

**MASTER AGREEMENT BETWEEN THE CITY OF RICHLAND AND
NOR AM INVESTMENT, LLC REGARDING
THE COMMUNITY KNOWN AS BADGER MOUNTAIN SOUTH**

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AMENDED AND RESTATED

**MASTER AGREEMENT BETWEEN THE CITY OF RICHLAND AND
NOR AM INVESTMENT, LLC REGARDING THE COMMUNITY
KNOWN AS BADGER MOUNTAIN SOUTH**

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1. AGREEMENT.

1.1 In consideration for the mutual promises and obligations set forth below, the City of Richland Washington, a chartered 1st Class City organized under the laws of the State of Washington (the “City”); and Nor Am Investment, LLC, a Washington limited liability company (“Nor Am”) do hereby agree as set forth below. The City and Nor Am are sometimes referred to herein individually as “Party” and collectively as “Parties”. The reference date of this Amended and Restated Master Agreement is March 17, 2015-December 7, 2010.

2. AUTHORITY.

2.1 The City is entering into the Master Agreement under the authority and power given to it by the general laws and the constitution of the state of Washington; pursuant to Sections 1.04, 2.07 (A), (E), (G), (I) and (J) of the City Charter, Chapter 36.70B of the Revised Code of Washington relating to development agreements, RCW 43.21C.031 relating to Planned Action Ordinances, and City Resolution 77-10 that authorized the City Manager to sign this Master Agreement.

2.2 Nor Am is entering into this Master Agreement as the owner of the property to be subject to the Master Agreement terms, and pursuant to a motion passed by the members of Nor Am.

3. SUBJECT PROPERTY.

3.1 The real property that is subject to the terms and conditions of this Master Agreement is legally described in Exhibit A attached hereto and by referenced incorporated herein and shall be referred to as “Badger Mountain South”.

4. MASTER AGREEMENT INTENT AND PURPOSE.

4.1 The intent of this Master Agreement is to: (1) further the goals and policies of the City’s comprehensive plan; (2) provide mechanisms to assure that the public health and safety is protected while having growth pay for growth; (3) provide adequate space for elementary and middle schools so that the affected school districts can place schools in the areas in which the need will be generated; (4) create a new tourist destination and freeway oriented development to capture additional tax revenue for the City; (5) provide for public investment to stimulate the economy while assuring that development occurs in a financially responsible manner that does not adversely impact the City’s financial integrity; (6) stimulate economic development within the City by creating areas for business development and expansion; (7) create a viable walkable community with standards designed to meet sustainability goals; (8) provide a broad range of housing types; (9) provide recreational opportunities within close proximity to housing; (10) provide for expedited permit processing while assuring adequate public input and mitigation

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of environmental impacts; and (11) provide flexibility in uses and timing of development to accommodate market trends and conditions.

4.2 The purpose of this Master Agreement is to provide for an organized, self-contained set of documents that shall govern the development of Badger Mountain South over the next 20 years in order to accomplish the goals set forth in paragraph 3.1.

5. **MASTER AGREEMENT TERM.**

5.1 The Master Agreement term shall commence on ~~February 9, 2011~~ the date Badger Mountain South is annexed into the City and all appeal periods have run, or, if appealed, on the date that the appeals are finally concluded and a development application can be submitted to the City ("Master Agreement Term Commencement Date") and shall terminate at midnight on the ~~February 8, 2035~~ twentieth anniversary of the Master Agreement Term Commencement Date. This ~~twenty-year time~~ period shall be known as the Master Agreement Term. ~~The Master Agreement Term Commencement Date, once it has been determined, shall be entered in paragraph 39.1 below and confirmed by the parties by initialing the entry.~~

6. **VESTING.**

6.1 Any development to occur within Badger Mountain South during the Master Agreement Term shall do so in conformity with the provisions of the Master Agreement. For purposes of the Master Agreement, development means any activity that affects the temporary or permanent use of any land within Badger Mountain South, and/or results in the alteration of the surface or subsurface of land within Badger Mountain South, and that is regulated in whole or in part by the City.

6.2 Except as otherwise noted in the Master Agreement, during the Master Agreement Term Nor Am shall have the vested right to develop any property within Badger Mountain South in accordance with the provisions of the Master Agreement, and the City codes and regulations in effect on the Master Agreement Term Commencement Date.

6.3 The provision of Paragraph 6.2 notwithstanding, the City reserves the right for the City Council to modify a condition of the Master Agreement if the City Council determines its modification is necessary as a result of a serious threat to the public health and safety, and the modification is the minimum necessary, both in content and duration, to alleviate the adverse consequences to the public health and safety that would be caused by the serious threat. Provided, no modification shall occur until consultation with Nor Am has occurred in order to seek its input on how to modify the Master Agreement so as to address the serious threat to the public health and safety, while minimizing the impact on the Badger Mountain South development and the Master Agreement's intent and purpose. The Parties agree to use the Master Agreement's dispute resolution process regarding any dispute over the appropriate way to modify the vested rights of Nor Am. If the modification is mandated by governmental action other than the City's, then the City agrees that Nor Am shall have the right, at its sole discretion and expense, to contest the governmental action.

6.4 The vesting date for a building permit application as to the following codes that are City-wide in nature shall be the date that a complete building permit application is filed: Building Code (RMC Title 21), Life Safety Code (RMC Title 20), and Electrical Code (RMC Title 14), Energy Code (Chapter 19.27A). Provided however, any provisions of those codes relating to street improvements and access that are otherwise covered by Master Agreement Exhibit C (“LUDR”) and Master Agreement Exhibit B (“Environmental Mitigation Conditions”) shall not apply.

6.5 The vesting date for impact fees that only affect portions of the Badger Mountain Subarea shall be the date that a complete application is filed. The vesting date for impact fees that affect larger areas of the City shall be the date a permit is issued that would require the payment of an impact fee, or the date otherwise provided by City regulations at the time of application.

7. **PHASING AND TIMING.**

7.1 The Parties acknowledge that the sequencing of development shall occur in accordance with Nor Am’s own time schedule in light of market conditions and Nor Am shall determine the order, size, number and timing of phases of development.

7.2 The City shall determine which mitigation measures must be constructed in each phase in order to mitigate the impacts associated with that phase, as more fully set forth in section 9 below.

7.3 The provisions of paragraph 7.1 notwithstanding, the City may, but shall not be required to, build or accept any facilities that cannot be operationally supported by new revenues generated within Badger Mountain South.

7.4 Failure to make substantial progress on pursuing the proposed Badger Mountain South development within any 5-year period following the Master Agreement Term Commencement Date, may be deemed by the City to be a serious threat to the public health and safety, triggering the process set forth in paragraph 6.3 above. As established in section 6.3 the City shall have the right to terminate this Master Agreement without liability and without incurring any further obligation to Nor Am, if no other adequate lesser remedy is appropriate. “Substantial progress” shall mean the issuance of ~~at least 200~~ building permits for the construction of at least two hundred residential units and/or commercial structures, the expenditure of at least \$10,000,000 for street, utility and other infrastructure improvements that have been dedicated to the City or other governmental entity, or the expenditure by any governmental agency of at least \$5,000,000 for buildings or other improvements within Badger Mountain South. ~~construction.~~ The termination of the Master Agreement shall not occur until after NorAm is provided with notice and an opportunity to be heard. If the Master Agreement is terminated, it shall not affect the vested rights for entitlements obtained prior to the date of termination.

8. **DEVELOPMENT TO BE CONSISTENT WITH THE MASTER AGREEMENT CONDITIONS.**

8.1 All development within Badger Mountain South shall comply with the Master Agreement terms. If a development application is consistent with the Master Agreement, then it shall be approved. If a development application is not consistent with the Master Agreement, then the conditions of approval shall include such conditions as will make the application consistent with the Master Agreement. If it is determined that the application cannot be conditioned to make it consistent with the Master Agreement terms, then the application shall be denied.

9. **ENVIRONMENTAL REVIEW AND MITIGATION CONDITIONS.**

9.1 A Final Supplemental Environmental Impact Statement dated August 23, 2010 (“FSEIS”) was issued for the Badger Mountain South Subarea Plan. In accordance with RMC 22.09.080 a mitigated determination of non-significance (“MDNS”) was issued by the City for the Master Agreement on September 23, 2010, in which the mitigation conditions listed in the FSEIS relative to Badger Mountain South were listed as mitigation conditions for the Master Agreement. In the enabling resolution that authorized the City Manager to execute the Master Agreement (Resolution 77-10) the City Council, in accordance with the provisions of RCW 43.21C.031, determined that for the Master Agreement Term, Badger Mountain South shall be deemed a planned action for environmental review purposes.

9.2 The mitigation conditions set forth in the MDNS are hereby adopted as mitigation conditions for Badger Mountain South, and are set forth in Exhibit B attached hereto and by reference incorporated herein. Any development occurring within Badger Mountain South must be consistent with those conditions. The relevant mitigation conditions shall be made conditions of any development permit which would generate the impact that requires the mitigation measure. If an Exhibit B mitigation condition for water or sewer utility improvements require a specific size or type of improvement, and the detail level construction drawings require a different size in order to accommodate the Badger Mountain Development needs, then the sizing shown by the detail level drawings shall be required.

9.3 All development within Badger Mountain South that is consistent with the Master Agreement terms shall be deemed a planned action project and an environmental threshold determination shall not be required. The City’s responsible official for environmental review shall issue a planned action consistency determination for any application for development that would otherwise require environmental review under RMC chapter 22.09. The consistency determination shall indicate that the proposed action is within the scope of the environmental review conducted in the FSEIS and shall list the environmental mitigation conditions from Exhibit B that must be included as conditions for the underlying permit approval.

9.4 Public notice for projects that qualify as planned actions shall be tied to the underlying project permit. If notice is otherwise required for the underlying permit, the notice shall state that the project has qualified as a planned action. If notice is not otherwise required for the underlying permit, no special notice is required.

10. **DEVELOPMENT REGULATIONS.**

10.1 Unless the Master Agreement specifies otherwise in lieu of the zoning and development regulations set forth in the Richland Municipal Code, the Master Agreement conditions shall apply to all development in Badger Mountain South.

10.2 The provisions of the document entitled “Land Use and Development Regulations” (hereinafter “LUDR”) dated [March 17, 2015](#) ~~December 7, 2010~~, which is set forth in Exhibit C attached hereto and incorporated by reference, shall be applicable to all development in Badger Mountain South. The acronym LUDR may be used when referring to Exhibit C of the Master Agreement. LUDR chapter 10 is reserved for major amendments to the LUDR that may be incorporated during the Master Agreement Term and that do not easily incorporate into the other LUDR chapters.

10.3 The Nor Am representative shall be deemed a party in interest with standing to participate in any City process relating to a development application within Badger Mountain South.

10.4 As part of the LUDR approval process, the construction of the applicable green infrastructure improvements set forth in Exhibit D shall be added as conditions of approval. Each green infrastructure improvement in residential neighborhoods is tied to the construction of a certain number of residential units, and to the construction of roads, as indicated in Exhibit D. The green infrastructure improvements shall be selected by Nor Am at the time the threshold number of residential units is met so that the improvements are constructed in concert with the proposed residential units.

10.5 Until such time as development occurs, the undeveloped portions of the Property may continue to be used for agricultural purposes.

10.6 The conceptual drawings in the LUDR convey the general concept and layout which will guide the application of the detailed regulations and conditions contained in the LUDR and the remainder of the Master Plan at the time of site plan, subdivision, and construction application approvals. The text of the LUDR and the Master Agreement shall govern the actual layout of the final development.

11. **INTERPRETATION OF APPLICABLE DEVELOPMENT CONDITIONS.**

11.1 It is the Parties intent that all development within Badger Mountain South be consistent with the provisions of the Master Agreement. The provisions of any applicable City codes and regulations shall be so construed whenever possible in a manner that shall make the applicable code and/or regulation consistent with the Master Agreement’s intent and purpose.

11.2 In the case of any conflict between governing regulations, the following shall be the order of priority, with the highest level of priority controlling. The level of priority, starting with the highest level and then descending in priority, is as follows: (1) Changes adopted pursuant to Master Agreement paragraph 6.3; (2) Master Agreement Exhibit B; (3) the Master Agreement provisions not contained in an Exhibit; (4) Master Agreement Exhibit C; (5) Master

Agreement Exhibit D; (6) all other Master Agreement Exhibits; (7) any project specific conditions of development approval; and (8) all other City Codes and regulations.

12. **AGREEMENTS WITH CURRENT UTILITY PROVIDERS.**

12.1 ~~The City of Richland is the energy services provider for all new development within Badger Mountain South. Benton Public Utility District ("Benton PUD") continues to provide electrical energy services to some of the agricultural uses within Badger Mountain South, and thus still has some distribution facilities within Badger Mountain South. Benton PUD's continued service agricultural customers within Badger Mountain South is governed by an existing agreement between the City and Benton PUD. Badger Mountain South is currently located within the service area for Benton Public Utility District ("Benton PUD"). An existing agreement between Benton PUD and the City authorizes the transfer of service for this area to the City of Richland as soon as 2015. It is contemplated that the City, Benton PUD and Nor Am will enter into agreements that will provide mechanisms for assuring orderly transition of service provider and that power will be available for development within Badger Mountain South in a timely and cost effective manner.~~

12.2 ~~The City and Badger Mountain Irrigation District (BMID) have entered into an agreement whereby all of Badger Mountain South is in the City's water service area for potable water, and in BMID's service area for irrigation water. In addition BMID may also provide potable water to the City for use in Badger Mountain South. Badger Mountain South is currently located within the service area for Badger Mountain Irrigation District ("BMID"). It is contemplated that the City, BMID and Nor Am will enter into agreements that will: 1) provide for BMID being the retail water service provider within Badger Mountain South for both potable and irrigation water; 2) provide for the construction of City water reservoirs to provide necessary fire flow and potable water service to Badger Mountain South and other properties within the City's and BMID's service areas that are also within the City; 3) provide for the full development of the BMID potable water rights to serve the lower elevations of the BMID service area, which includes part of Badger Mountain South; and 4) provide that all potable water infrastructure within Badger Mountain South will be constructed to City of Richland standards.~~

12.3 The City and Nor Am commit to using their best efforts to negotiate new agreements with Benton PUD and BMID as quickly as possible, with the target of completing those negotiations by 2012.

13. **OFF-SITE SANITARY SEWER SYSTEM EXTENSION.**

13.1 The construction drawings for the extension of the City's sanitary sewer system to Badger Mountain South have been prepared by Nor Am, at its expense, and have been submitted to the City Staff for review and approval. Nor Am also paid the City a review fee to start the review. The City staff has determined that the City's Wastewater Treatment Facility has sufficient capacity at the present time to provide the service, once the sanitary sewer line is extended, and the City intends to provide the service once Nor Am has paid for and completed the sanitary sewer system extension to Badger Mountain South. Nor Am intends to award a contract and commence construction in the spring of 2011. Nor Am shall not commence construction until all needed County and City permits have been obtained. The review fee shall

be credited toward the construction permit fee once the project is permitted for construction. While the City anticipates that service will be available at the time of development, it cannot predict future demands or regulatory limitations that may affect the City's ability to provide service, the provisions of Paragraph 6.3 may apply.

13.2 No development permit shall be issued for any improvements in Badger Mountain South, other than improvements that will be owned by the City or another public utility, such as roads, water, sewer and electrical improvements, until such time as the off-site sanitary sewer system extension is substantially complete. This prohibition shall not apply to the submittal, processing and approval of subdivisions, short plats, and site plans.

14. **IMPACT FEES AND OTHER AREA SPECIFIC ASSESSMENTS.**

14.1 The City may impose impact fees that apply to areas included within the Badger Mountain Subarea only after providing actual notice to Nor Am as set forth in paragraph 25.1 and providing an opportunity for timely comment.

14.2 The City may allow the formation of Local Improvement Districts and Utility Local Improvement Districts (collectively "LIDs") to fund infrastructure improvements within Badger Mountain South. Provided, the formation of LIDs shall not be allowed, until such time as Nor Am has completed the construction of the off-site extension of the City's sanitary sewer system to Badger Mountain South and has constructed and deeded to the City the off-site water system improvements necessary to provide fire flow to the area within Badger Mountain South designated in the LUDR as the "special district-specialty retail" area.

14.3 To the extent allowed under City regulations in effect at the time a dedication of land to the City is made or the construction of an improvement by Nor Am that is subsequently dedicated to the City, the City shall give Nor Am a credit toward applicable City fees and charges for the fair market value of the land dedicated and the cost of the construction of the improvement that is dedicated. To the extent the City requires oversizing of any utilities to serve areas outside of Badger Mountain South, the City shall compensate Nor Am for such oversizing.

14.4 Any impact fee credit Nor Am may be entitled to under the Master Agreement terms may be used by Nor Am for any development within Badger Mountain South for which the applicable impact fees are required. It is not required that Nor Am be the building permit applicant. If Nor Am wants any of the impact fee credit to be used for a particular development, it shall notify the City's representative in writing of the application upon which the credit is to be given, and the amount of the credit to be used.

14.5 The rates for utility services shall be the same rates charged throughout the City. No rate surcharge on any City utility shall be imposed unless it is a city wide surcharge, or is calculated based on a specific enhanced service provided to the Badger Mountain South.

14.6 Impact fees or utility connection fees shall be established by the same method and calculations in effect City-wide at the time a development permit is processed. At the time of this Master Agreement, the City administers fees for transportation, potable water service, and sanitary sewer service. Fees established for Badger Mountain South shall be established by the

City's methods in place at the time of execution of this Master Agreement, based on the Badger Mountain South's planned impacts and loads. For each of the transportation, potable water, and sanitary sewer system, the Badger Mountain South subarea plan defines off-site system improvements that shall be required as development occurs. The City may impose a surcharge to the impact fees and connection charges for Badger Mountain South in order to recapture the cost of the off-site upgrades that provide capacity to Badger Mountain South so long as those upgrade costs are not already included in a capital facility charge, impact fee or other type of assessment, and it is an improvement that Nor Am is not obligated to construct under the terms of the Master Agreement. Once the City constructs the improvement, the cost shall be included in base impact fee and connection charges for the area that the improvement was intended to serve. In lieu of the City building the needed improvements and imposing a surcharge, the parties may agree that Nor Am may build the improvements, and, if appropriate, be entitled to partial cost reimbursement from non-contributing benefited properties, as authorized by state law. The City and Nor Am may agree in writing to such additional area-specific surcharge or to the City forming a local improvement district for the construction of public utilities within Badger Mountain South.

14.7 The Master Agreement requires certain off site sanitary sewer and transportation improvements to be made by Nor Am after a certain number of residential unit equivalents has been platted or permitted ("Target ERU"). In order to assure sewer adequate capacity, however, the parties agree that sanitary sewer flow monitoring at or near the location of the needed improvements shall commence when 50% of the Target ERU has been reached. If the flow monitoring indicates that the flow assumptions were incorrect, then the needed improvements shall be commenced sooner than the Target ERU. The monitoring shall be done by Nor Am, at its expense.

14.8 In order to assure adequate transportation service, updated traffic analyses shall commence at the 1,000 p.m. peak trip level and every 500 p.m. peak trip level thereafter. If the traffic analyses indicate that any planning assumptions were incorrect, then the needed improvements shall commence prior to the issuance of additional building permits for development that would impact the needed improvements identified in the analyses.

14.9 The City agrees to include in its connection fee models any infrastructure constructed by Nor Am that provides service or capacity to properties outside of Badger Mountain South, and thus Nor Am will be eligible for oversizing reimbursement by the City.

14.10 A regional electrical substation will need to be constructed within Badger Mountain South to serve Badger Mountain South and other areas. It is anticipated that the City will construct the substation and related improvements on land to be dedicated by Nor Am (see paragraph 18.1 below, and Exhibit B, section 9.1). It is agreed that a fair share of the total construction costs of the substation and related improvements, less a credit for the donated land, may be levied as a special assessment against Badger Mountain South, and the amount to be prorated and paid prior to the time of final plat approval or final binding site plan approval. It is anticipated that Badger Mountain Irrigation District (BMID) will be the retail water service provider to Badger Mountain South, and BMID will be a wholesale water customer of the City for a significant portion of the potable water that will be needed to serve Badger Mountain South. The parties agree that even though the City may be a wholesale water service provider, it

~~may charge a connection fee for the potable water it is providing, in the same method and manner that it would charge if it were the retail provider.~~

15. **RECAPTURE AND REIMBURSEMENT OF SANITARY SEWER, WATER AND OTHER UTILITY SYSTEM IMPROVEMENTS.**

15.1 The City authorizes Nor Am to recapture a pro-rata portion of the cost it incurs for the design and construction of any City utility improvement for which it would be entitled under state law for reimbursement from non-contributing benefitted properties. The method and manner of determining the amount of the reimbursement, and the non-contributing benefitted properties to which the assessment will apply shall be done in accordance with state law. The City reserves the right to establish administrative fees it deems necessary for the administration of latecomer agreements and the administrative fee shall be added to the assessment. Nor Am may, in its sole discretion, designate some or all properties within Badger Mountain South as non-contributing properties. Provided, property in Badger Mountain South that is owned by the City or that is subsequently conveyed to the City for municipal purposes shall not be deemed a non-contributing property without the City's written consent, which can be withheld in the City's absolute and sole discretion.

15.2 The City shall reimburse Nor Am for a portion of the design and construction costs it incurs relative to the improvements it must design and build at its own expense under the provisions of section 13 above. Nor Am shall provide documentation of the actual charges for the design and construction costs. If Nor Am delays payment of any of the design and construction costs until sales of property have occurred it shall not be reimbursed for any interest charges, but only the actual design and construction costs incurred. The portion of costs that will be reimbursed shall be the portion that would have been required to be constructed if the only properties to be served were the Destination Retail, Specialty Retail and Commercial Mixed Use Districts as identified in the LUDR and you assume the property is fully built out with uses that are the highest sanitary sewer capacity uses that would be allowed in those Districts. The cost of performing this additional design calculation shall be considered a reimbursable cost. The City shall also reimburse Nor Am for the cost of the improvements necessary to provide fire flow as set forth in section 9.2 above in accordance with the methodology set forth in section 15.4. Provided, Nor Am shall only be entitled to reimbursement up to fifty percent (50%) of an amount that is equal to the combined revenues received by the City that are generated in Badger Mountain South that exceed the actual unreimbursed costs of providing general governmental services to Badger Mountain South. All revenue sources that could be used to pay for some of the annual costs listed in paragraph 15.4.2 shall be included in calculating the amount of reimbursement, including, but not limited to property taxes, utility taxes, sales taxes, lodging taxes (unless excluded by paragraph 16.1), state shared revenues as determined on a per capita basis, and such similar types of revenues. Provided, it shall not apply to fees that are generated to cover the costs of processing applications, fees for city services, and similar types of fees, unless the City has included the costs of those services in calculating the cost of providing general governmental services to Badger Mountain South. Nor Am shall receive fifty percent (50%) of the amounts received by the City that exceed the unreimbursed costs until such time as Nor Am has been fully reimbursed for the portion of reimbursable costs as defined in this paragraph.

15.3 If Nor Am receives monies pursuant to the provisions of paragraphs 14.3, 14.9 or 15.1 above that were for reimbursement of costs incurred for the improvements listed in paragraph 15.2, then that amount shall be deducted from the amount that it will be reimbursed under paragraph 15.2. If Nor Am has been fully reimbursed by the City by operation of the provisions of paragraph 15.2, then Nor Am shall assign to the City its right to reimbursement for any amounts it would be entitled to under paragraph 15.1 for the improvement covered by the provisions of paragraph 15.2. Any reimbursement paid to Nor Am shall be on principal only and not include interest. The City shall not be responsible for any reimbursement after the term of this agreement expires.

15.4 The formula used for determining City revenues, costs of service and reimbursements made to Nor Am shall be determined on a calendar year using the methodology set forth in paragraphs 15.4.1 and 15.4.2.

15.4.1 The "total annual revenue" shall equal the sum of the following:

- 1) Annual property taxes paid to the City from all parcels located within the boundaries of Badger Mountain South;
- 2) Utility taxes attached to the utility bills of all properties within Badger Mountain South;
- 3) The portion of sales tax that is paid to the City generated within Badger Mountain South as determined from the records of the Washington State Department of Revenue;
- 4) State shared revenues as determined on a per capita basis; and
- 5) All other revenues that could be used to pay for annual costs listed in paragraph 15.4.2, unless excluded by paragraph 16.1.
- 6) The cumulative total of items 1-5 shall be the total annual revenue.

15.4.2 Annual costs shall be determined as follows:

1) Adopted City budget figures for police services, fire and emergency services, library, park administration, recreation and library services minus the financing, operational and maintenance cost in any of these budgets for facilities located in Badger Mountain South shall be divided by the total estimated City population to determine an annualized cost of service per resident. Population estimates published by the Washington State Office of Financial Management shall be used to determine total City population.

2) The annualized cost of service per resident is multiplied by 0.7 to determine the cost of service factor (CSF). In 2010 the CSF is approximately \$360.

3) The annual cost of providing City services to Badger Mountain South is determined by adding the products of each of the following cost of service calculations:

- a) Total resident population of BMS multiplied by the CSF;
plus
- b) Total number of acres within BMS that our undeveloped or in private open space multiplied by 0.1 multiplied by the CSF; plus

c) Total square feet of non-residential structures within BMS multiplied by 0.0013 multiplied by the CSF; plus

d) The actual costs of financing, operating and maintaining City facilities such as roads, parks, fire station, branch library or community facilities within BMS that are not included in a-c above.

4) The number of building permits issued by the City during the calendar year shall be used to establish the total number of residential units within Badger Mountain South for the first year the agreement is in place. Each subsequent year, the total number of housing units established during the previous year plus all building permit data for the current year will be added together to determine total number of housing units. The Washington State Office of Financial Management's published housing occupancy rates and persons per household, broken down by household type shall be used to determine an estimated population for Badger Mountain South. The annualized cost of service per resident will then be multiplied by 0.7 to determine the Cost of Service Factor (CSF) which is then used to estimate service costs for developed and undeveloped land in Badger Mountain South.

5) At the time that the City constructs or is granted actual facilities within Badger Mountain South, such as streets, public parks, fire station, branch library, or community facilities, the following estimate of cost for the maintenance and operation of the facility shall be used:

a) Annual wages and benefits for City staff and/or outside contractors used to operate and maintain the facility and not accounted for in 15.4.2 (3) shall be determined;

b) Any annualized debt service used to retire the City's debt incurred for the construction of the facility and capital expenditures directly associated with the facility shall be determined;

c) Utility costs to operate the facility shall be calculated;

d) Any other City costs that are directly related to the maintenance and operation of the facility

6) The total annual operating cost of all facilities within Badger Mountain South shall be added to the estimated cost of service. Provided that the annual cost of facility operation shall be used instead of and not in addition to the estimated costs of service established in item 3 above.

Annual costs shall be subtracted from total revenues resulting in total "excess revenues". Fifty percent of these "excess revenues" shall be reimbursed to Nor Am as set forth in Section 15.2 above.

16. **CITY'S CONTRIBUTION TO SPECIAL DISTRICT-SPECIALTY RETAIL IMPROVEMENTS.**

16.1 The Port of Kennewick is considering investing in the Specialty Retail District in Badger Mountain South in order to construct a world class pedestrian-oriented destination village, which will include numerous uses related to the agricultural products of the region, including wines and grapes (See LUDR, Exhibit C). It is also intended to include class rooms, meeting areas, hotel, restaurants, and other related uses, all centered around a common pedestrian corridor. The City is also desirous of investing funds to stimulate tourism and economic development. If the City invests lodging tax revenues in improvements to this district in order to stimulate tourism, then the amount of lodging taxes generated from Badger Mountain South shall not be used in the annual revenue calculation required by paragraph 15.2.

16.2 The parties intend to enter into further agreements regarding the preparation of a master site plan for the specialty retail area, and the design and construction of certain improvements within the specialty retail area, including a business incubator building, a public meeting area, and related public facilities. It is contemplated that the agreement will be a three party agreement between the City, the Port of Kennewick, and Nor Am and will include an investment by all parties.

16.3 It is anticipated that the Master Site Plan will be completed by September, 2011, and construction will occur in 2012 and 2013.

17. **PUBLIC PARK CONVEYANCE, DEVELOPMENT AND IMPACT FEE CREDIT.**

17.1 The City, in accordance with its adopted standards, shall develop and maintain two public parks within Badger Mountain South; an approximately six acre park in the BMS South Orchard neighborhood and an approximately thirty acre park in the BMS West Village Neighborhood. The legal description for the South Orchard Park is set forth in Exhibit F attached hereto. The legal description for the West Village Park is set forth in Exhibit G attached hereto. The parties acknowledge that the final legal description may be adjusted, either before or after conveyance to the City, in order to accommodate the as-built location of the adjoining roads. It is intended that the parks shall abut the adjoining public street right-of-way. However, it is agreed that in the field conditions at the time of street design and/or construction may necessitate the street to be moved to obtain the best location for the street, and thus the park boundary shall be adjusted accordingly, if necessary, as opposed to the street location being adjusted to accommodate the as-built location of the street.

17.2 The two park parcels each exceed five acres in size and thus are exempt from the City's subdivision requirements. The City will allow creation of the lots so that they can be conveyed to the City, and any City permit fees for such process shall be waived. The City shall not require the construction of any improvements as a condition of approving the creation of the two park parcels.

17.3 Ownership of the two park sites will be conveyed for park purposes to the City, subject to the provisions of paragraphs 17.1, 17.2, 17.4, 17.5, 17.6 and 17.9, ~~within 90 days of the annexation being finalized when the site is created as a separate parcel as part of final plat or final binding site plan approval~~, or such other time as the parties may mutually agree. Nor Am shall receive credit toward park impact fees equal to \$0.5829 per square foot of land conveyed.

To facilitate development of the park sites per paragraph 17.5 and 17.6 park fee credits to cover the cost of the property conveyance to the eCity shall not take effect until sufficient park impact fees have been collected to cover the cost of required City park improvements, if the City is constructing the park improvements. If Nor Am is required to construct the park improvement, as authorized by paragraph 17.10 below, then the park credits for the phase or phases constructed by Nor Am, including for the park credits for the park land associated with the phase or phases constructed by Nor Am, shall be available for use at any time after the park improvements are constructed and accepted by the City. -

17.4 The parties shall each be responsible for one half of the closing costs. The conveyance shall be by statutory warranty deed, subject to the conditions set forth in paragraph 17.1, 17.2, 17.4, 17.5, 17.6, and 17.9 below, which shall be included as part of the statutory warranty deed, or as a separate agreement to be recorded at closing.

17.5 The West Village Park will be developed in four phases; an initial phase ("Phase 1") to turf and irrigate ten acres; a second phase ("Phase 2") to complete full build-out of the ten acres included in Phase 1; a third phase ("Phase 3") to turf and irrigate the remaining acreage; and a final phase ("Phase 4") to complete full build-out of the West Village Park. Each phase of the West Village Park shall be developed by the City, or by Nor Am if required by operation of the provisions of paragraph 17.10 below, agreed to by both parties, in accordance with the City's adopted standards for community parks. No later than 2016², the Council shall include the development of Phase I of the West Village Park in the City's Park Capital Facility Plan ("PCFP"). Each subsequent phase shall be added to the PCFP no later than the year in which building permits have been issued for 70 percent of the housing units required to trigger the development of the particular phase. The City may, but shall not be required to, delay commencement of the development of each phase until the trigger point number of building permits have been issued within the West Village, West Vineyard and/or East Garden neighborhoods for the respective phase. The trigger points for each phase are as follows: Phase 1 trigger point is 400 units; Phase 2 trigger point is 1,000 units; Phase 3 trigger point is 1,750 units, and Phase 4 is 2,750 units. Within 18 months of the issuance of the building permit that triggers the applicable phase, the City shall complete the improvements required for the particular phase unless Nor Am has already been required to construct the improvements, as authorized by paragraph 17.10 below.

17.6 The South Orchard Park will be developed in two phases; an initial phase ("Phase 1") to turf and irrigate the site; and a final phase ("Phase 2") to complete full build-out of the park. Each phase of the South Orchard Park shall be developed by the City, or by Nor Am if agreed to by both parties, in accordance with the City's adopted standards for neighborhood parks. Each phase shall be added to the PCFP no later than the year in which building permits have been issued for 70 percent of the housing units required to trigger the development of the particular phase. The City may, but shall not be required to, delay commencement of the development of each phase until the trigger point number of building permits have been issued within the South Orchard Park and/or East Market Neighborhoods for the respective phase. The trigger points for each phase are as follows: Phase 1 trigger point is 250 units; Phase 2 trigger point is 750 units. Within 18 months of the issuance of the building permit that triggers the applicable phase, the City shall complete the improvements required for the particular phase.

unless Nor Am has already been required to construct the improvements, as authorized by paragraph 17.10 below.

17.7 Nor Am shall construct a paved primary trail as part of, and in accordance with the required green infrastructure improvements. This trail, once constructed to City standards, shall be conveyed to the City, and the City shall then be responsible for its ongoing operation and maintenance expense. Nor Am shall receive impact fee credit for the cost of the improvements constructed. The amount of the credit for the trail improvements shall be the construction costs.

17.8 Nor Am is already providing significant recreational opportunities as part of the green infrastructure being required by other provisions of the Master Agreement, thus no further public or private park improvements shall be required. However, the City and Nor Am may agree to additional public park improvements being made conditions of approval and for which Nor Am shall receive park impact fee credit. By agreement with the City, Nor Am may be permitted to improve portions of either West Village Park or South Orchard Park and in doing so shall be entitled to a credit against park impact fees equal to the documented value of the pre-approved improvements. The provisions of paragraph 17.3 notwithstanding, if Nor Am earns additional park impact fee credits for improvements it makes to the West Village Park, these credits may be used by Nor Am at any time to offset park impact fees for residential permits within the West Village, West Vineyard or East Garden neighborhoods. Likewise, additional park impact fee credits earned for Nor Am improvements to the South Orchard Park may be applied at any time to park fees for residential permits in the East Market or South Orchard neighborhoods.

17.9 Nor Am retains the right to continue the use of the surface of the park property conveyed to the City for agricultural or passive open space uses only. Said right to use the surface of each phase of a park site shall terminate 90 days prior to the time the City intends to commence construction of improvements it is required to make pursuant to the provisions of paragraphs 17.5 and 17.6. The City shall provide Nor Am notice of its intent to commence construction at least 180 days prior to the intended construction start date. Provided, however, if the City intends to commence the park improvements prior to the time it is required to make the improvements in accordance with the provisions of paragraph 17.5 or 17.6, it shall provide notice to Nor Am no later than August 1 in the year preceding the year in which it intends to make the improvements. In that case the right to use the surface for agriculture shall terminate 90 days prior to the time the City intends to commence construction. Nor Am shall be responsible for payment of all utilities and any taxes or assessments on the park property at any time that it has the right to use the surface of the park site(s). Nor Am, at all times that it has the right to use the surface of a park property after the property has been conveyed to the City, shall maintain general risk liability insurance on the park property(ies) in an amount of not less than \$1,000,000.00 and shall name the City as an additional insured. The City reserves the right to access the park property(ies) after conveyance to the City, and to use the park property(ies) in any way not inconsistent with the use of the surface for agricultural purposes.

17.10 The above provisions of section 17 notwithstanding, the City may require Nor Am to develop one or more phases of one or both parks in accordance with the provisions set forth in this subsection.

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17.10.1 At any time after the park property has been conveyed to the City, a public road has been or is being constructed to the park boundaries, and a trigger point set forth in paragraph 17.6 or 17.7 has been reached for one or more phases, the City may require that Nor Am construct park improvements on the Park. The City shall send Nor Am written notice of the City's intent to require Nor Am to construct park improvements. The notice shall indicate which phase or phases of the park the City is requiring Nor Am to construct. Since the Park properties will be in active agriculture or passive open space uses, the notice must be given no later than July 1 of the year prior to the year in which construction is to be commenced.

17.10.2 Once the required notice is given the Parties shall meet to discuss which improvements are required to be constructed by Nor Am. The improvements that can be required to be constructed are any of the improvements listed in Exhibit D, and the Park Impact Fee credits available for the construction of said improvements are also listed in Exhibit D. The Parties may agree that other improvements may be substituted for the Exhibit D improvements, and the appropriate impact fee credit to be given for the alternate improvements. Allowing alternate park improvements and the appropriate impact fee credit for the construction of the improvements, shall be an administrative decision that will be documented in a writing signed by both Parties.

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18. **DEDICATIONS OF LAND AND IMPROVEMENTS WITHOUT COST TO CITY.**

18.1 Any dedications of land or other improvements required to be conveyed to the City to provide service to Badger Mountain South shall be without cost to the City, with appropriate credit, if any, toward applicable City fees and charges, as authorized by City code, state law or the Master Agreement. The land required to be conveyed to the City are the street right-of-ways within Badger Mountain South at the time the streets are constructed, utility easements for City utilities within Badger Mountain South at the time the utility easements are needed for City utilities, a two-acre site for a new fire station facility (Exhibit B, section 8.3), and two-acre site for a new electrical substation (Exhibit B, section 9.1), and two City parks (Section 17 above.)

19. **TRANSPORTATION IMPROVEMENTS TO BE CONSTRUCTED.**

19.1 Nor Am shall be responsible for the construction of all street improvements within Badger Mountain South, and the offsite improvements identified in Exhibit B that are attributable to impacts created by development within Badger Mountain South. In addition, Nor Am shall pay its pro-rata share of other offsite improvements as identified by the transportation impact analyses required during the build out of Badger Mountain South, as set forth in Exhibit B paragraph 5.3. No other transportation improvements shall be required, unless triggered by the operation of paragraph 6.3.

19.2 The provisions of 19.1 notwithstanding, the City may form local improvement districts that include land inside and outside of Badger Mountain South for the construction of improvements, including those that would otherwise be required to be funded by Nor Am.

19.3 The Council shall place the arterial roads within Badger Mountain South on its transportation improvement plan. The provisions of 19.1 notwithstanding, the City may, but is

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not obligated to, seek grants or other sources of funding to pay for all or a portion of improvements to be dedicated to the City.

19.4 The timing for the construction of transportation improvements is set forth in Exhibit B. The City and Nor Am may agree to change the timing of construction of road improvements if deemed to be in the public interest.

20. **MAINTENANCE OF COMMUNITY FACILITIES AND OPEN SPACES.**

20.1 Until such time as the homeowner's associations or other community entities are legally established and have sufficient revenues to take over ongoing maintenance, Nor Am shall be responsible for all community facilities and properties which are intended for community use and are not the specific responsibility of others. The determination of whether or not there are sufficient revenues to justify the release of Nor Am from this condition as to any area within Badger Mountain South, shall be determined by the City based upon Nor Am's provision of a breakdown of the anticipated annual maintenance costs, and evidence that assessments have been legally imposed upon property pursuant to recorded covenants, conditions and restrictions ("CC&Rs") that shall provide for the generation of an annual revenue stream of at least 110% of the anticipated maintenance costs to a legally established homeowner's association or other community entity. Following City approval, Nor Am shall be released from this responsibility as to the area for which the association or other community entity has been created and sufficient assessments imposed.

20.2 As part of any subdivision, short plat, or site plan approval in which CC&Rs are to be created and recorded against the property, the City may require that the City shall have the right, but not the responsibility, to enforce provisions requiring the maintenance of green infrastructure improvements that are to be maintained by the homeowner's associations or other community entities. This provision shall allow for the City's costs associated therewith to be charged as an assessment against the properties for which the homeowner's association was created and foreclosed in the same manner as the CC&Rs allow for delinquent homeowner's association assessments.

21. **SUMMARY OF CREDITS, OFFSETS, AND OBLIGATIONS.**

21.1 Attached as Exhibit H is a summary of the credits, offsets, and obligations of Nor Am and the City that are set forth in the Master Agreement. This summary is to aid in the administration of the Master Agreement and is not intended to create, substitute for, or alter any condition of the Master Agreement, which shall control.

22. **AMENDMENTS.**

22.1 The Master Agreement may be modified, including termination of the Agreement or any part thereof, at any time, but only by the Parties by written agreement. Provided, if the amendment involves property not owned by Nor Am, the consent of the property owner whose property is directly affected by the proposed modification must be provided with notice and an opportunity to participate in the amendment process. If a particular process is called out in the agreement relative to modifying or terminating the Master Agreement, such as in case of a

serious threat to public health and safety as set forth in paragraph 6.3, then that process shall be followed.

22.2 In considering an application to be processed in accordance with the LUDR provisions, the responsible city official may agree to minor changes to the concept plan, site plan or subdivision approval consistent with the LUDR and provisions of this Agreement, but all changes to the Master Agreement must be approved by the City Council. A minor change is a change that does not involve a change of use, a major change in the vehicular circulation system, an increase in density or relocation of density patterns, a reduction in open space, a change in the exterior boundaries, an increase in building height, or a change that would be inconsistent with the Master Agreement or LUDR. The minor amendment process shall be the administrative process used by the City in processing minor amendments under its Planned Unit Development code (RMC 23.50.070).

22.3 Any variance or administrative approval process authorized by the LUDR shall follow the City's process set forth in the Richland Municipal Code for variance and other administrative approvals.

22.4 Any amendments to the development regulations in the LUDR or the required green infrastructure improvements set forth in Exhibit D, shall follow the development regulation amendment process set forth in RMC chapter 19.90.

23. **CONSISTENCY DETERMINATION REQUIRED FOR ALL DEVELOPMENT APPROVALS.**

23.1 All development approvals for any site plan, short plat, subdivision, binding site plan or building permit that are not categorically exempt from environmental review under the City Code, shall include a Planned Action Consistency Determination ("PACD"). The PACD shall contain the information set forth in paragraph 9.3 above. The conditions of the PACD shall be included as conditions of approval for the underlying application.

23.2 All development approvals for any site plan, short plat, subdivision, binding site plan, or building permit shall include a Master Agreement Consistency Determination ("MACD"). The MACD will be issued by the Planning Manager after review by the BMS Master Agreement Administrator (See paragraph 23.3).

23.3 No MACD shall be issued until Nor Am has had 10 business days to review the application in order to provide the City with a recommendation on the draft MACD that indicates how the application is in compliance with the Master Agreement in general, and the LUDR in particular, and any recommended changes that need to be made in order to make the application consistent with the LUDR and the Master Agreement. More detailed discussion of the MACD is set forth in LUDR section 1.H. The LUDR refers to the Badger Mountain South Master Agreement Administrator ("MAA"). Until Nor Am delegates its authority in accordance with paragraph 24.3 below, all references to the MAA shall be construed to mean the Nor Am representative identified in paragraph 24.2. If Nor Am does not respond to the MACD application within 10 days, the City is authorized, but not required, to make a decision on the MACD without Nor Am's input.

23.4 In order to expedite the review process, the applicant may seek a pre-submittal meeting with the MPAC to obtain a draft MACD prior to submitting its application to the City. If the applicant submits the draft MACD from the MAA with its application, then the 10-day review period set forth in paragraph 22.3 shall not apply.

23.5 If the MACD finds that the application is consistent with the Master Agreement and the LUDR, then the application shall not be modified without first obtaining a new MACD, after review by the MAA in accordance with the provisions of paragraphs 22.3 and 22.4.

23.6 If the MACD finds that the application is not consistent with the Master Agreement and the LUDR, then the MACD shall set forth the added conditions that are necessary in order for the application to be consistent with the MACD and the LUDR. Those conditions shall be required conditions of approval for the underlying application. The application shall not then be modified without first obtaining a new MACD, after review by the MPAC in accordance with the provisions of paragraphs 22.3 and 22.4.

23.7 If the Planning Manager finds that the application cannot be sufficiently conditioned to make it consistent with the Master Agreement and the LUDR, then the application shall be denied.

24. **DESIGNATED REPRESENTATIVE FOR EACH PARTY.**

24.1 Representative of City. Rick Simon, as the Environmental Official and Planning Manager for the City of Richland shall be the designated person with overall responsibility in connection administering the Master Agreement on behalf of the City.

24.2 Representative of Nor Am. ~~Loren D. Combs~~ Lawrence J. White shall be the designated person for Nor Am Investment, LLC with overall responsibility in connection with administering the Master Agreement on behalf of Nor Am. The Nor Am representative for this purpose shall be referred to as the “Badger Mountain South Master Agreement Administrator (“MAA”).”

24.3 Nor Am shall be responsible for funding the MAA position and having the Administrator be a person that has an in depth knowledge of the Master Agreement, the related documents, and the City’s processes and procedures related thereto. Nor Am may be released from the obligation to fund the MAA in the same method and manner that it is released from its obligation to provide for ongoing maintenance as set forth in paragraph 20.1, or if the obligation is assumed by another entity that, in the City’s reasonable discretion, is determined to have sufficient revenues to fund.

25. **DUTIES OF THE BMS MASTER AGREEMENT ADMINISTRATOR AND CITY AUTHORITY TO ENSURE COORDINATED DEVELOPMENT OF REQUIRED INFRASTRUCTURE.**

25.1 The designated representatives identified in Paragraph 24 shall meet on a regular basis, but no less than quarterly to discuss; 1) the development of Badger Mountain South; 2) the order of construction, timing and funding for necessary improvements; 3) the preparation and implementation of other agreements necessary to carry out the intent and purpose of the Master

Agreement; 4) the anticipated sale of development sites within the Badger Mountain South; 5) anticipated timing for submittal of development permit applications within the succeeding 6 month period; 5) such other matters as are deemed by other party to be matters that need to be discussed in order to assist in the timely and orderly development of Badger Mountain South the position. The City reserves the right to approve any change in the BMS Master Agreement Administrator and said approval shall not be unreasonably withheld.

25.2 The BMS Master Agreement Administrator will be responsible for coordinating the activities of private developers within Badger Mountain South to insure compliance with the LUDR, orderly extension of infrastructure, development of required improvements and planning for future mitigation measures.

25.3 The orderly extension of infrastructure and coordinated payment for, and construction of, required mitigation, including, without limitation, mitigation identified in this Master Agreement and Exhibit B are of primary concern to the City. As part of the Master Plan Consistency Determination described in Paragraph 23, the City, shall consult with the Master Agreement Administrator, and the applicant in determining the appropriate share of infrastructure and mitigation costs that shall be borne by the proposed development and how that development's share of infrastructure and mitigation relates to the overall infrastructure and mitigation that is required for buildout of Badger Mountain South.

25.4 It is intended by the parties that the infrastructure improvements will be timely implemented as part of the City's already established permitting process. The parties will, as part of their regular consultation process, review the progress of this approach and if appropriate to keep the development progress proceeding in an orderly manner, adopt other infrastructure or mitigation funding mechanisms. The parties agree however, that infrastructure improvements that are necessary to mitigate the impacts of any development shall be installed so that the mitigation measure has been constructed before the impact occurs. If required infrastructure or mitigation measures are not sufficiently funded through the mechanisms established this Master Agreement, the City shall have the right to adopt infrastructure or mitigation funding mechanisms, including but not limited to Badger Mountain South-specific per unit fees, impact fees, or local improvement districts, to ensure the orderly extension of infrastructure and construction of required mitigation within Badger Mountain South.

26. NOTICES.

26.1 Any notice or communication required by this Agreement between the City and Nor Am must be in writing, and may be given either personally, electronically with evidence or receipt, or by express delivery service, return receipt requested. If given personally, or by registered or certified mail, such notice or communication shall be deemed to have been given and received upon actual receipt. If delivery is made electronically, either by e-mail or facsimile transmission, a notice shall be deemed to have been given when delivered to the party to who it is addressed, and there is electronic confirmation that it was received. Such notices or communications shall be given to the Parties at their addresses set forth below:

To: Nor Am Investment, LLC

Lawrence J. White
12513 Avenue DuBois

Lakewood, WA 98498
Facsimile: (253) 582-3652
Email: LJWhiteMD@aol.com

With a copy to:

Loren D. Combs
VSI Law Group, PLLC
3600 Port of Tacoma Road, Suite 311
Tacoma, WA 98424
Facsimile: (253) 922-5848
Email: ldc@vsilawgroup.com

To: City of Richland

Cindy Johnson
City Manager
City of Richland
505 Swift Blvd.
Richland, WA 99352
Facsimile: (509) 942-7379
Email: cjohnson@ci.richland.wa.us

With a copy to:

~~Thomas O. Lampson~~ [Heather Kintzley](#)
City Attorney
City of Richland
505 Swift Blvd.
Richland, WA 99352
Facsimile: (509) 942-7689
Email: hampsonhkintzley@ci.richland.wa.us

Field Code Changed

With a copy to:

Rick Simon
Development Services Manager
City of Richland
840 Northgate Drive
Richland, WA 99352
Facsimile: (509) 942-7764
Email: rsimon@ci.richland.wa.us

26.2 Either party, by giving 10 days notice, may at any time change its contact information by sending its new contact information to the other party in the same manner as is provided for sending the other party notice under the provisions of paragraph 24.1.

27. **BINDING EFFECT; ASSIGNABILITY.**

27.1 This Master Agreement shall bind and inure to the benefit of the Parties hereto; their heirs, successors, and assigns; and all future owners of Badger Mountain properties.

27.2 The City reserves the right to approve the assignment to any third parties of the personal obligations of Nor Am set forth in Paragraph 27.4 of this Master Agreement, with such approval not to be unreasonably withheld.

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27.3 This Master Agreement shall run with the land and shall be binding on the Parties hereto; their heirs, successors, and assigns; and all future owners of Badger Mountain properties. All future development shall be consistent with the LUDR.

27.4 The obligations set forth herein shall not be personal obligations, but shall be obligations and commitments running with the land, except for the City's financial commitments, obligations and benefits under Section 14 and 15 and Nor Am's financial commitments, obligations and benefits under Sections 13, 14, 15, 17, 20 and 24.

27.5 Unless otherwise agreed to by the City, the sale of property within Badger Mountain South shall not relieve Nor Am of any of its obligation under 27.4 above.

28. **NO THIRD PARTY BENEFICIARIES.**

28.1 This Agreement is between Nor Am and the City. This Agreement is not intended to, and shall not be construed as benefitting third-parties.

28.2 Unless otherwise specified in this Agreement, neither the City or Nor Am shall be obligated to construct or extend construct utility or transportation infrastructure within Badger Mountain for the benefit of any particular future development.

29. **REPRESENTATIONS AND WARRANTIES**

Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the Party for which he or she is signing, and that he or she shall defend and hold harmless the other Parties and signatories from any claim that he or she was not fully authorized to execute this Agreement on behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this Agreement shall have been duly entered into by the Parties, shall constitute as against each Party a valid, legal and binding obligation that shall run with the land, and shall be enforceable against each Party in accordance with the terms herein.

30. **DEFENSE OF AGREEMENT AND WAIVER OF CLAIMS.**

30.1 Upon the City's request, Nor Am agrees to defend, at its expense, and with its choice of legal counsel, the City relative to any challenge to the validity of any provision of the Master Agreement and any attachments thereto. Notwithstanding the foregoing, the City would remain responsible for defending actions brought by third-parties arising from the City's application of the Master Agreement to a particular development application.

30.2 Nor Am acknowledges that it has done a thorough feasibility analysis of the development model that it has proposed and acknowledges that the City does not make any guarantees or warranties, express or implied with regards to the suitability for development of the Badger Mountain South property or the financial viability of the development that would occur pursuant to the Master Agreement. NorAm is relying on their own analysis of the market conditions and availability of infrastructure at an affordable cost and agrees that it will not bring a claim against the City if its economic expectations are not realized.

31. **EXHIBITS.**

31.1 The following are the Exhibits that are a part of the Master Agreement and are incorporated herein by reference:

Exhibit A	Legal Description for Badger Mountain South
Exhibit B	Environmental Mitigation Conditions
Exhibit C	Land Use Development Regulations (LUDR)
Exhibit D	Green Infrastructure
Exhibit E	Wine Village Conceptual Drawing
Exhibit F	Legal Description for South Orchard Park
Exhibit G	Legal Description for West Village Park
Exhibit H	Summary of Credits, Offsets, and Obligations
Exhibit I	Draft Memorandum of Agreement for recording

32. **NO PRESUMPTION OF DRAFTSMANSHIP BY EITHER PARTY.**

32.1 The Master Agreement has been reviewed and revised by both parties and has been the subject of public hearings. No presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of the Master Agreement.

33. **CAPTIONS.**

33.1 The captions are for ease of reference and are not considered substantive provisions of the Master Agreement, nor shall they be given any weight in determining the interpretation of any provision of the Master Agreement

34. **SEVERABILITY.**

34.1 If any provision of the Master Agreement is determined to be unenforceable or invalid pursuant to a final decree or judgment by a court of law with jurisdiction, then the remainder of this Agreement not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect, subject to the provisions of paragraph 27.2.

34.2 If any provision or provisions of the Master Agreement are determined to be unenforceable, then the Parties agree to negotiate in good faith a substitute provision or provisions that would accomplish the intent and purpose of the invalid provision in a method and manner that would be legal.

34.3 In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of the this Agreement, or any subsequent action taken by the parties to implement the Master Agreement conditions, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. Each Party shall select its own legal counsel, subject to the provisions of paragraph 27.4.

35. **AGREEMENT TO BE RECORDED.**

35.1 The parties shall sign the Memorandum of Agreement attached as Exhibit I and record it against the real property legally described in Exhibit A, as well as against each of the tax parcels within Bader Mountain South that exist on the Master Agreement Commencement Date. Nor Am shall pay the costs of recording.

36. **JURISDICTION AND VENUE.**

36.1 The Master Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party that the Master Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Master Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

37. **COOPERATION IN EXECUTION OF DOCUMENTS.**

37.1 The Parties agree to properly and promptly execute and deliver any and all additional documents that may be necessary to render this Master Agreement practically effective. This paragraph shall not require the execution of any document that expands, alters or in any way changes the terms of this Master Agreement.

38. **FINAL AND COMPLETE AGREEMENT.**

38.1 This Master Agreement constitutes the final and complete expression of the Parties on all subjects relating to the development of the Badger Mountain South development. This Master Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all Parties. This Master Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation. No Party is entering into this Master Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Master Agreement and the exhibits hereto.

CITY OF RICHLAND:

NOR AM INVESTMENT, LLC

By: _____
Cindy Johnson
Its: City Manager

By: _____
Lawrence J. White
Its: Manager

ATTEST:

By: _____
Debra C. Barham, CMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Thomas O. Lampson
Its: City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Richland, a Washington chartered 1st Class City, 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 he was duly elected, qualified and acting as said office of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

Dated: _____, ~~2015~~2011

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at _____
My Commission Expires _____

(Use this space for notarial stamp/seal)

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that I know or have satisfactory evidence that Lawrence J. White is the person who appeared before me, and he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Nor Am Investment, LLC, a Washington limited liability corporation, and acknowledged it to be the free and voluntary act of such company- for the uses and purposes mentioned in the instrument.

Dated: _____, 2015~~2011~~

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at _____
My Commission Expires _____

(Use this space for notarial stamp/seal)

~~39. MASTER AGREEMENT TERM COMMENCEMENT DATE.~~

~~39.1 Pursuant to the provisions of paragraph 5.1 above, the parties acknowledge, by the initials set forth below, that the Master Agreement Term Commencement Date is the ____ day of _____, 2011.~~

City of Richland

Nor Am Investment, LLC



MEMORANDUM

TO: Richland Planning Commission

FROM: Development Services

DATE: January 14, 2015

SUBJECT: Recommended Changes to the LUDR Regarding Street Access

Following discussion with the City Transportation and Development Manager three changes are recommended to the LUDR as follows:

- 1) Page 8-4, Section 5.c: The proposal is to replace “shall” with “is encouraged to”. Staff is recommending changing “shall” to “should”.
- 2) Page 8-6, Section 5.c: The proposal is to add the words “wherever practical”. Staff is recommending not adding those words.
- 3) Page 8-9, Section 5.c: The proposal is to replace “shall” with “are encouraged to”. Staff is recommending retaining the original draft “shall” and adding “/ local street” to follow “alley” at the end of the first sentence. It would read, “*Garages and services shall be accessed from a rear alley/local street*”.



MINUTES
RICHLAND PLANNING COMMISSION MEETING No. 11-2014
Richland City Hall – 550 Swift Boulevard – Council Chamber
WEDNESDAY, December 3, 2014
7:00 PM

Call to Order:

Chairman Madsen called the meeting to order at 7:00 PM

Attendance:

Present: Commissioners Berkowitz, Clark, Palmer, Wallner, Wise, Vice-Chair Boring and Chairman Madsen. Also present were Deputy City Manager Bill King, Transportation and Development Manager Jeff Peters, Development Services Manager Rick Simon, Senior Planner Aaron Lambert and Recorder Penny Howard.

Chairman Madsen introduced Commissioner Kyle Palmer and welcomed him to the Planning Commission.

Approval of Agenda:

Chairman Madsen presented the July 23, 2014 meeting agenda for approval.

The agenda was approved as presented.

Approval of Minutes

Chairman Madsen presented the meeting minutes of the October 22, 2014 regular meeting for approval.

A motion was made by Vice-Chair Boring and seconded by Commissioner Wallner to approve the meeting minutes of the October 22, 2014 regular meeting as written.

The minutes were unanimously approved by voice vote.

Public Comment

Chairman Madsen opened and closed the public comment period at 7:03 PM with no one wishing to speak.

PUBLIC HEARING

Public Hearing Explanation: **Ms. Howard** explained the public hearing notice and appeal process and asked Commissioners to identify any conflicts of interest, ex-parte contact or any other appearance of fairness issues.

Commissioner Berkowitz recused herself from Agenda Item 3 (SM2-2014).

New Business

1. APPLICANT: WASHINGTON SECURITIES & INVESTMENTS CORPORATION (BSP2014-101)

APPROVAL OF A BINDING SITE PLAN TO DIVIDE 4.87 ACRES INTO 5 COMMERCIAL LOTS LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF JADWIN AVENUE AND MCMURRAY STREET

Mr. Simon presented the staff report, discussed the undeveloped site and displayed aerial photographs and maps. He explained that commercial developers often preferred to use a binding site plan because it provided more flexibility for future lot division than the standard subdivision. **Mr. Simon** stated that the request did not require the construction of access roads and utilities were available on the property. He identified the location of future access driveways as the only area of concern. For that reason, a condition requiring access at the north boundary was recommended.

Chairman Madsen opened and closed the public hearing at 7:10 PM with not one wishing to speak.

Discussion:

Commissioner Wise asked if the developer would be able to change the number of lots in the future. **Mr. Simon** informed all that they had the flexibility to do just that, but there would still be one building allowed per lot, but the building could house multiple tenants.

Commissioner Clark discussed access corridors and Lot 3. **Mr. Simon** pointed out several potential access locations for Lot 3. He noted that the use of the lot would determine access needs.

Commissioner Berkowitz brought up the requirement for access to be 150 feet from the Mc Murray Street intersection and asked for a comparison to the Burger King access at Swift Boulevard and George Washington Way. **Mr. Peters** agreed that there were a number of access drives that were undesirably close to intersections and explained the need to keep access drives safely away from the intersection. He added that this proposal afforded the

ability to place accesses where they should be rather than where they had to be due to site constraints.

Commissioner Berkowitz commented that she was looking forward to seeing the improvements to the site.

A motion was made by **Commissioner Wallner** and seconded by **Commissioner Berkowitz** to concur with the findings and conclusions set forth in the Staff Report **BSP2014-101** and approve the binding site plan of the Washington Securities and Investment Corporation subject to the conditions of approval set forth in the Technical Advisory Committee Report dated November 26, 2014.

THE MOTION CARRIED 7-0.

**2. APPLICANT: RICHLAND MOBILE HOME PARK (SUP2014-102)
AUTHORIZATION TO ALLOW THE ADDITION OF ELEVEN MORE UNITS TO THE
PARK LOCATED AT 35 APOLLO BOULEVARD**

Mr. Lambert presented the staff report for The Richland Mobile Home Park to convert nine mobile home lots/spaces into twenty recreational vehicle spaces resulting in a net increase of eleven park units. He explained that there were no density concerns for the property and reviewed the allowable twenty units. The proposed change would reduce lot sizes from 32 to 22 feet, which reflects standard sizes for recreational vehicle units.

Chairman Madsen suggested the public hearing be conducted after the staff report presentation. **Mr. Simon** stated no issue as long as the applicant was given the first and last opportunity to speak during the public hearing portion of the meeting.

Chairman Madsen opened the public hearing at 7:23 PM and closed it at 7:24 PM with no one wishing to speak.

Discussion:

Commissioner Wise requested the layout of the twenty units expressing concern for the amount of space between units. **Mr. Lambert** noted that City code hadn't been updated to match Washington State law. He referenced requirements for recreational units and discussed the need for transient type of units. **Commissioner Wise believes there is a need** to house those following temporary jobs, but desired that the accommodations be well planned to eliminate future problems for the City or residents.

Commissioner Berkowitz requested the square footage of the space. **Mr. Simon** calculated approximately 30,000 square feet.

Commissioner Berkowitz asked about storage areas in the park. **Ben Nelson, Heinz Group NW Regional Manager, 35 Apollo Boulevard**, stated they do not have additional storage, but short term recreational vehicle parking was allowed. He also shared that their rules and regulations do not allow transient use. **Mr. Nelson** also explained that mobile

homes in their park were under an annual lease per Washington State law, after which, owners could opt for a monthly lease. He shared that one of the reasons they wanted to add the shorter term recreational vehicle spaces was to provide living areas for temporary Hanford workers.

Vice-Chair Boring complemented Mr. Nelson on the well-kept park and asked if there were age restrictions on the recreational vehicles. **Mr. Nelson** shared that there would be a ten year age restriction.

Commissioner Berkowitz discussed a need for 300 square feet of storage for every five spaces. **Mr. Nelson** stated that there was a requirement to provide 100 square feet of storage per mobile home site. **Mr. Simon** informed that the requirement was not applicable to the park which was established long before the zoning standards were in place. **Commissioner Berkowitz** expressed concern that the storage was being eliminated and that it would be overcrowded. **Vice-Chair Boring** commented that the site was never planned for storage. **Mr. Lambert** shared that the property was used for storage of recreational vehicles and found no record of past property use.

Commissioner Wise asked if the owners could use the existing pads without further approvals. **Mr. Lambert** reported that recreational vehicle use could not be banned, but city regulations could be applied. **Commissioner Wise** believed there was a need for more information.

Commissioner Clark expressed concern about current code being inconsistent with Washington State law and asked if the proposal was consistent with code. **Mr. Lambert** suggested code amendment, but the park was well managed and there was no concern about transient use. **Mr. Lambert** stated that the proposal was consistent with city recreational park standards except for a reduction in the lot width.

A motion was made by Commissioner Wallner and seconded by Vice-Chair Boring to concur with the findings and conclusions set forth in Staff Report (SUP2014-102) and approve the request for special permit to allow for the addition of 20 recreational vehicles to the Richland Mobile Home Park addressed at 35 Apollo Drive subject to the following conditions:

1. All requirements found in RMC sections 23.42.130 and 23.42.140 shall be applied to the subject development excluding the minimum space width and square footage required by RMC 23.42.140(B)(4)(a).
2. The recreational vehicles spaces shall be developed in accordance with the site plan, see exhibit 4.
3. New units shall be assigned addresses by the City of Richland Building Department.

Discussion of the Motion:

Commissioner Berkowitz opined that code revision should be considered prior to approval to assure consistent rulings.

Chairman Madsen stated that he had no problem voting in support because the Washington State code trumps city codes. **Mr. Lambert** explained that the State does not mandate a site design, but simply states that recreational vehicles cannot be banned. He clarified that the issue at hand was the approval of additional units.

Chairman Madsen asked Mr. Nelson how they arrived at the proposed number of units. **Mr. Nelson** pointed out existing pads with existing utilities on a projected map. He explained that after measuring the lots, there seemed to be plenty of space. He also shared that the park across the street had units end to end and this would be a much nicer layout; a definite plus for the city and the park.

Commissioner Wise asked for a schematic design showing recreational vehicles on each site. **Mr. Nelson** understood the desire for a visual representation and was willing to provide a schematic.

Vice-Chair Boring discussed the difference between 25 feet vs 22.5 feet and various lots on the property. She pointed out that the last five or six lots were over 80 feet and assumed the proposed width would provide buffer space between the units and believed there would be sufficient space.

Chairman Madsen shared that he had no problem envisioning the proposed units.

Commissioner Berkowitz suggested the application should be guided by mobile home park standards rather than recreational vehicle standards.

THE MOTION CARRIED 5-2.

Commissioners Berkowitz and Wise voted against.

3. APPLICANT: BRUCE NAPIER AND JUDITH BAMBERGER (SM2-2014) APPROVAL OF A SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT FOR REMOVAL AND REPLACEMENT OF A PRIVATE DOCK & STAIRS LOCATED ON THE COLUMBIA RIVER SHORELINE AT 2608 HARRIS AVENUE

Mr. Lambert presented the staff report to replace and enlarge the private dock located at 2608 Harris Avenue. He provided a copy of a letter dated 12/3/14 which was received earlier in the day from the Department of Ecology that discussed the high water mark. **Mr. Lambert** explained that the proposed dock would comply with current standards.

Chairman Madsen opened the public hearing at 8:01PM.

John Fox, 2614 Harris Avenue, offered full support and shared that several neighbors had already replaced their docks to comply with the current standards.

Chairman Madsen closed the public hearing at 8:02PM.

A motion was made by Vice-Chair Boring and seconded by Commissioner Wallner to concur with the findings and conclusions set forth in Staff Report (SM2-2014) and approve a shoreline substantial development permit authorizing the replacement of the existing shoreline improvements at 2608 Harris Avenue with aluminum gangways, a pier and floating dock as requested in the application subject to the conditions of approval included in Exhibit 1.

THE MOTION CARRIED 6-0.
Commissioner Berkowitz was recused.

Communications:

Mr. Simon

- Reminded all of the workshop on December 10th.

Mr. Lemley

- Welcomed Commissioner Palmer and looked forward to the new Planning Commission configuration.

Commissioner Palmer

- Thanked all for the opportunity and stated that he was "excited to serve the community and do some good work".

Commissioner Clark

- Noted that a hearing examiner might not have approved the mobile home park application because it was not consistent with current code.

Commissioner Wise, Vice-Chair Boring and Chairman Madsen

- Wished all Happy Holidays.

ADJOURNMENT:

The December 3, 2014 Richland Planning Commission Regular Meeting 11-2014 was adjourned at 8:06 PM. The next regular meeting of the Planning Commission will be held on January 28, 2015.

PREPARED BY: Penny Howard, Recorder, Planning and Development

REVIEWED BY:



Rick Simon, Secretary
Richland Planning Commission

STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: Z2015-100

PREPARED BY: RICK SIMON
MEETING DATE: JANUARY 14, 2015

GENERAL INFORMATION:

APPLICANT: NOR AM INVESTMENT, LLC

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

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

REASON FOR REQUEST

Nor Am Investment, LLC, the owners of the Badger Mountain South master planned community have identified a number of amendments to the Land Use and Development Regulations (LUDR) that would enhance their ability to develop the master planned community in a fashion that is consistent with local market demands.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the proposed zoning amendments to the Badger Mountain South Land Use and Development Regulations (Z2015-100) and submits that:

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

- f) Promote building and landscape design that conserve energy, water and other resources;
 - g) Promote lot and block orientation that accommodates passive solar capture; and
 - h) Conserve areas for parks, trails and open spaces by established a connected open space network.
- 4) The LUDR was originally adopted by the City on December 7, 2010, was amended on June 19, 2012 and again on April 15, 2014 and has been used to regulate the development within the Badger Mountain South community.
 - 5) The initial development of the site included a 156 lot residential subdivision known as West Vineyards, which was recorded on April 2, 2013. Veneto Villaggio, a 40 lot commercial binding site plan was recorded in 2014.
 - 6) Prior to the residential and commercial platting activity, Badger Mountain South needed to extend utility services to the site, including construction of over 2.5 miles of sewer main, a similar length of water main along with the construction of a million gallon domestic water reservoir.
 - 7) To date, a total of 15 building permits for single family residences and 1 commercial building (Country Mercantile) have been issued within the Badger Mountain South Master Planned Community.
 - 8) Given the large capital investments made by Badger Mountain South, a faster rate of development is needed in order for the master planned community to be successful.
 - 9) The slow market absorption of the lots within the plat of West Vineyards is at least in part created by LUDR standards that contribute to higher construction costs and more stringent standards than those that are in place in competing market areas.
 - 10) The proposed changes in the LUDR are designed to provide relief from some of the standards that have increased cost and/or restricted choice in the development of single family residences.
 - 11) Additionally, review of the LUDR has revealed that there are a number of minor corrections, clarifications and improvements that constitute desirable improvements to the LUDR.
 - 12) The proposed amendments do not impact the overall intent or purpose of the LUDR. Rather, they provide some relief from standards that result in increased cost of development and expand choice.
 - 13) Based on the above findings and conclusions, adoption of the proposed LUDR would be in the best interest of the community of Richland.

RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in Supplemental Staff Report (Z2015-100) and recommend to the City Council adoption of the proposed amendments to the Badger Mountain South Land Use & Development Regulations, as set forth in the draft document.

ATTACHMENTS

- A. Supplemental Information
- B. Proposed LUDR Text Amendments

ATTACHMENT A
(Z2015-100)SUPPLEMENTAL INFORMATIONBACKGROUND

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

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

The LUDR has been in place since December of 2010 and was amended in 2012 and again in 2014. The LUDR was used as the guide for development of the first residential project within the Badger Mountain South community which is West Vineyards as well as the first commercial project, Veneto Villaggio.

The developers have made significant investments through the extension of water and sewer mains to serve the development site and the slow rate of development (only 15 homes under construction since the West Vineyards plat was finished in April, 2013) have created a need for a reassessment of the LUDR standards. LUDR changes to make future development more palatable to the existing market and more affordable are the driving force behind the proposed amendments.

PURPOSE

The stated purpose of the LUDR (as listed in Chapter 1) is to:

- a) Establish neighborhoods with a range of housing styles and types to accommodate a population of diverse ages and incomes;
- b) Promote health benefits of a walkable, pedestrian environment;
- c) Establish mixed-use neighborhoods where daily activities can occur within walking distance of most homes;
- d) Reduce traffic and congestion by creating a traditional neighborhood development street grid;

- e) Improve the character and quality of the built environment;
- f) Promote building and landscape design that conserve energy, water and other resources;
- g) Promote lot and block orientation that accommodates passive solar capture; and
- h) Conserve areas for parks, trails and open spaces by established a connected open space network.

SUMMARY OF LUDR CHANGES

The following is a summary of the changes proposed within the LUDR. Many, but not all of these can be classified as clarifications or minor adjustments to existing standards:

- Changes to use tables to allow a wider range of uses in the Neighborhood Collector district, specifically providing for single family residential uses;
- Provisions to allow the administrative approval of sidewalk use licenses within the commercial areas of Badger Mountain South;
- Provisions to allow a maximum of 20% of required off-street parking for commercial uses to be satisfied through the use of compact stalls (8' by 16', rather than the standard 9' by 20');
- Amendments to building height requirements to specify height measured in feet, rather than stories. Example: commercial buildings within the mixed use village must be between 24 and 50 feet in height instead of between 2 and 4 stories);
- Reduction in the number of required off-street parking spaces for commercial uses are to be granted when nearby on-street parking are available, similar to the provision in the City's standard zoning regulations for Central Business District properties;
- New provision to require a 5 foot wide landscape strip between the rear yards of a residential property abutting a collector street;
- In residential areas, side yard setbacks are reduced from 6 feet to 5 feet;
- In residential areas, driveway width is limited to 35 feet or 50% of the lot's street frontage;
- Three car garages would be permitted on residential lots;
- Restrictions limiting the location of off-street parking spaces on a residential lot are eliminated;
- Street cross sections are simplified, but lane widths and configurations are unchanged;
- Maximum length of blocks is increased from 650 feet to 1,000 feet;
- Cul-de-sac streets are permissible in limited circumstances;
- Dead-end alleys up to 150 feet in length are permitted;
- Lots that are directly accessed from the street (non-alley loaded) are permitted on both sides of the same street;
- The prohibition on placing a parking lot in front of a civic building is eliminated;
- Standards for arcades on commercial buildings are reduced from a minimum depth of 12 feet to a minimum depth of 8 feet;

- Standards for galleries on commercial buildings are reduced from a minimum depth of 10 feet to a minimum depth of 8 feet;
- Standards for porches on residential buildings are reduced from a minimum depth of 4.5 feet to a minimum depth of 4 feet;
- The standard specifying the minimum height of a stoop to be 2.5 feet is eliminated;
- The size of required trees are reduced from a caliper of 2 inches to a caliper of 1.5 inches;
- The height of landscape hedges or walls is increased from 3 feet to 4 feet;
- The requirement for landscaping the interior of a parking lot is reduced from 8% to 5%;
- The minimum size requirement for a landscape island within a parking lot is reduced from 100 square feet to 75 square feet;
- The minimum width of a landscape planter is reduced from 7 feet to 5 feet;
- The requirement for landscaping the rear yard of a residential lot is replaced with a requirement that a rear yard shall be at a minimum seeded or mulched;
- The requirement for 3rd party verification requirement for green building compliance is eliminated;
- The requirement for energy star certification on all new construction is eliminated, although compliance with energy star standards is still required;
- The requirement for sustainability plans to be filed for all binding site plan/commercial development is eliminated;
- The residential fencing standards are relaxed to allow for fences to be a maximum of 6' in height, rather than 5' feet;

Other changes would amend the standards of park development that are embedded in the LUDR. Less trail construction, fewer landscape plantings and fewer park amenities would be constructed as the development of Badger Mountain South community occurs.

Park Area	Original Standard			Proposed Revision		
	Primary Trail (lineal feet)	Secondary Trail (lineal feet)	Trees/ Shrubs	Primary Trail (lineal feet)	Secondary Trail (lineal feet)	Trees/ Shrubs
The Ravine	2,500	6,800	60/100	1,500	5,000	60/100
The Reserve	14,000	6,000	350/500	8,000	4,000	120/200
The Orchard Green	10,000	5,200	350/500	5,000	2,000	150/200
Totals	26,500	18,000	760/1100	14,500	11,000	330/500

Other proposed changes to park standards are as follows:

- Required park amenities in The Reserve open space area eliminate a paved activity court and 2 volleyball courts and a community garden. In the Orchard Green area a required water feature would be eliminated;
- Restroom facilities have been eliminated as a requirement from local parks;
- Parkour stations have been added to the menu of required park amenities that are to be provided in local parks;
- The village green park has been eliminated altogether;
- The requirement for block parks (small tracts ranging in size between 5,000 square feet and one acre and generally use for passive open spaces) are eliminated;

Finally, there are proposed changes to some of the maps within the LUDR. Specifically, the Regulating Plan for Land Use and Urban Form (Chapter 2) is revised. The primary change is that additional lands located along collector streets are designated as BMS Neighborhood Collector. Additionally, the Trail Layout and Trail Types Map (Chapter 5) and the Regulating Plan for Streets (Chapter 6) have been modified.

ANALYSIS

The LUDR, adopted in 2010, is the City's first form based code. The LUDR places an emphasis on many smart growth planning principles. It encourages pedestrian activity through the integrated system of pedestrian and bicycle trails throughout the community; it will implement the plan to provide parks, shopping and schools within easy walking distance of every residence; it calls for narrow streets and small lots to slow vehicular traffic and make more efficient use of land; its' overall design encourages public transit; it includes provisions for mixed-use development and standards for building form, design and landscaping; and requires the use of energy conservation measures in the development of new buildings. Many of these standards are not even addressed at all in City Code, so the complexity of the LUDR far exceeds that of the City's standard development regulations.

Of all the changes proposed, the most significant ones allow residential lots that are accessed directly from the street and not from an alley. Combined with provisions that allow for three car garages, these amendments respond directly to the reasons listed by a variety of home builders as to why they have chosen to not build within the Badger Mountain South community. There is apparent resistance to alley loaded lots in our local market at this point. The amendments would still provide for alley loaded lots but they would no longer be mandated.

Elimination of alleys also reduces the costs of development. Cost reduction is another major reason for the proposed LUDR amendments. Required improvements to open space have been significantly reduced. The length of trails required to be constructed within the community is reduced by over 40%. Some required park amenities have

been eliminated, such as the requirement to install restrooms in local parks and the requirement to integrate small block parks into neighborhoods has been eliminated. These changes would not only save construction costs at the time of development, but ongoing maintenance costs as well. The majority of the park and trail system would be privately owned and maintained by the future homeowners association.

In spite of the reductions in required park improvements, the amount of park, open space and trail systems mandated by the LUDR would still exceed the standards that the City requires outside of the Badger Mountain South community. The City's comprehensive plan established a level of service standard of 1.76 acres of neighborhood park land for every 1,000 residents and 2.04 acres of community park land for each 1,000 residents. At full build-out the Badger Mountain South community will contain between 4,150 and 5,000 housing units. Based on current average household size (2.4 persons/dwelling), the estimated population at full build out would range between 9,960 and 12,000 persons, resulting in a need for neighborhood and community park land of 35 acres to 45.6 acres according to the City's current level of service standard.

As part of the master agreement, land for a 30 acre community park and a 6 acre neighborhood park has already been transferred to the City. With the construction of the West Vineyards plat, a local park of 2.2 acres has already been constructed, along with .4 miles of primary trail. With the proposed LUDR amendments, there would still be approximately 10 miles of trail and the construction of local parks would be scattered throughout the community.

Standards associated with energy conservation have also been modified. New building construction must still be built in accordance with a green building rating system, such as Built Green or LEED, but third party verification would no longer be required. Additionally, the requirement for a sustainability plan for each commercial development has been eliminated. The project developers are still committed to sustainability principles and have just recently signed an agreement with Orca Energy, a company that installs geothermal heating/cooling systems.

With all the changes proposed, the basic purposes of the LUDR remain intact. The amendments would help to reduce the overall costs of construction as well as reducing the ongoing maintenance costs of the park and open space system. The changes are designed to make the Badger Mountain South community more attractive in the local market place, which is critical to both the developer and the City, given that the master planned community represents a large percentage of the City's potential future growth area.

SUMMARY

The proposed amendments to the LUDR are in keeping with the purposes of the original LUDR document and are necessary to ensure the viability of the Badger Mountain South master planned community.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Public Hearing

Key Element: Key 3 - Economic Vitality

Subject:

Proposed Vacation of Short Plat No. 2115, in the Horn Rapids Business Park - Resolution No. 39-15

Department:

Community & Development Services

Ordinance/Resolution Number:

39-15

Document Type:

General Business Item

Recommended Motion:

None

Summary:

The purpose of the public hearing is to receive comments on the proposed vacation of Short Plat Nio. 2115. RCW 58.17.212 requires that Council conduct a public hearing to consider the public comments concerning a proposed vacation.

The short plat is City-owned property located west of Logston Boulevard and north of SR 240 in the Horn Rapids Business Park. The property was divided into four parcels in 1994 and has remained in an undeveloped condition since then. Recently, staff has identified that a different configuration of lots, easements and access would be beneficial, not only for the development of the subject property, but for those properties further west of the site. Vacation of the short plat would eliminate the lot boundaries and easements and is the first step needed in order for the re-division of the property to take place.

Resolution No. 39-15 has been prepared for Council's consideration, should it wish to move ahead with the proposed vacation of Short Plat No. 2115.

Fiscal Impact:

None

Attachments:

1. Vicinity Map
2. Short Plat #2115

Proposed Vacation of Short Plat #2115

Proposed Short Plat
Vacation →

SR 220

ROBERTSON DR

LOGSTON BLVD

HENDERSON LOOP

PRIVATE RD

SNYDER ST

SNY

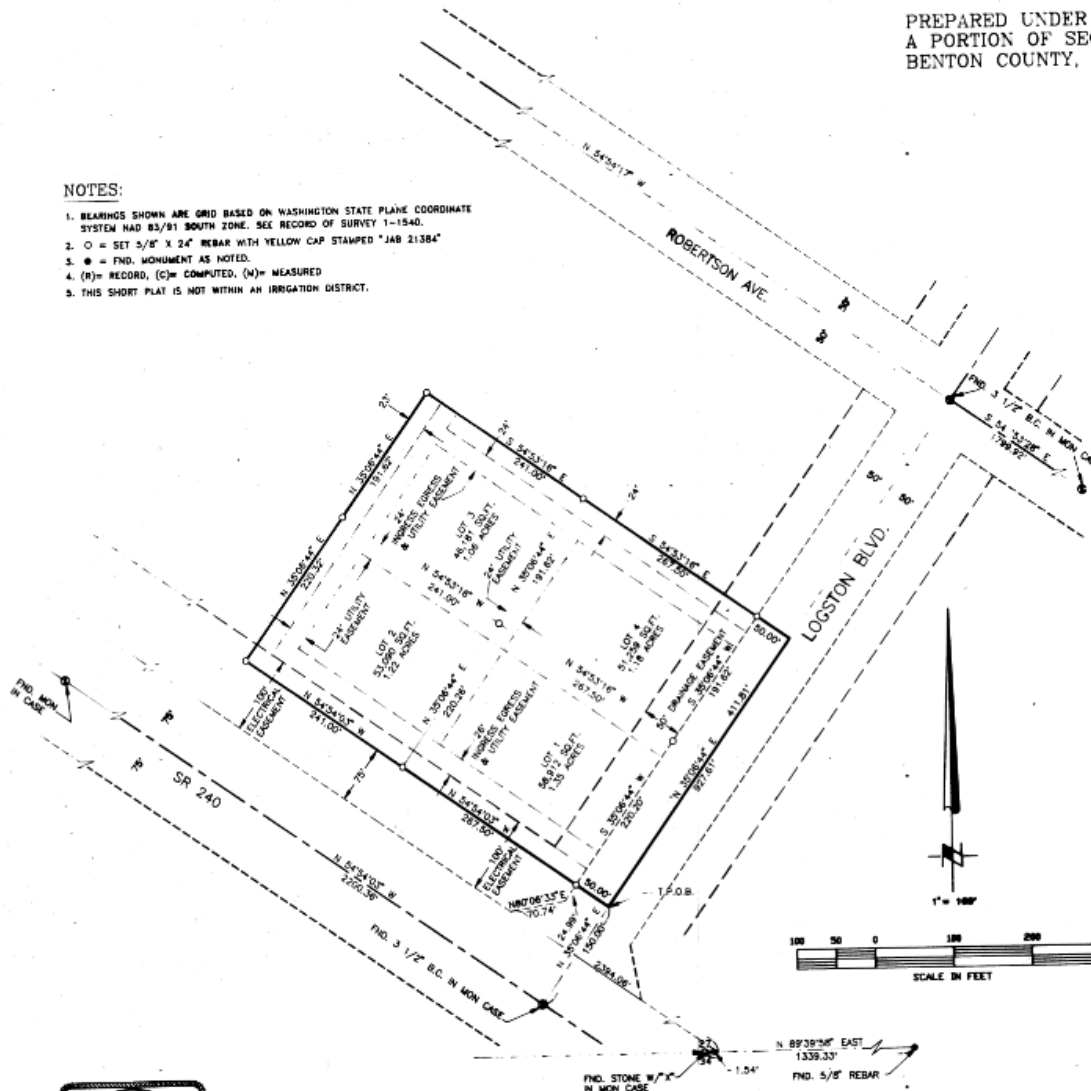


SHORT PLAT NO. 2115

PREPARED UNDER CITY OF RICHLAND SHORT PLAT ORDINANCE
A PORTION OF SECS. 27 & 28, T. 10 N., R. 28 E., W.M.
BENTON COUNTY, WASHINGTON

NOTES:

1. BEARINGS SHOWN ARE GRID BASED ON WASHINGTON STATE PLANE COORDINATE SYSTEM HAD 83/81 SOUTH ZONE. SEE RECORD OF SURVEY 1-1540.
2. O = SET 3/8" X 24" REBAR WITH YELLOW CAP STAMPED "JAB 2138A"
3. ● = FND. MONUMENT AS NOTED.
4. (R)= RECORD, (C)= COMPUTED, (M)= MEASURED
5. THIS SHORT PLAT IS NOT WITHIN AN IRRIGATION DISTRICT.



LEGAL DESCRIPTION

REAL PROPERTY LOCATED IN SECTION 27, TOWNSHIP 10 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF RICHLAND, BENTON COUNTY, WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 27; THENCE NORTH 89°30'58" EAST, 1.34 FEET ALONG THE SOUTH LINE OF SAID SECTION 27 TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SR 240; THENCE NORTH 84°54'03" WEST, 2.38408 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 80°07'37" EAST, 70.74 FEET; THENCE NORTH 35°08'44" EAST, 24.99 FEET; THENCE SOUTH 54°54'03" EAST, 50.00 FEET TO THE TRUE POINT OF BEGINNING SAID POINT BEING ON THE CENTERLINE OF LOGSTON BOULEVARD; THENCE NORTH 54°54'03" WEST, 558.00 FEET; THENCE NORTH 35°08'44" EAST, 411.84 FEET; THENCE SOUTH 54°53'16" EAST, 558.50 FEET TO A POINT ON THE CENTERLINE OF LOGSTON BOULEVARD; THENCE SOUTH 35°08'44" WEST, 411.82 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 5.28 ACRES, MORE OR LESS.

OWNERS CERTIFICATE

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON, THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND SHORT PLATTED INTO LOTS AS SHOWN AND THAT THE EASEMENTS ON THE SHORT PLAT ARE HEREBY GRANTED FOR THE USES SHOWN HEREON.

Joseph King
CITY OF RICHLAND - CITY MANAGER, JOSEPH KING

ACKNOWLEDGEMENT

STATE OF WASHINGTON
COUNTY OF

THIS IS TO CERTIFY THAT ON THIS 17th DAY OF October, 1994, PERSONALLY APPEARED BEFORE ME *Joseph King*, KNOWN TO ME TO BE THE INDIVIDUAL(S) IN AND WHO EXECUTED THE FOREGOING "OWNERS CERTIFICATE", AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR VOLUNTARY ACT AND DEED IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Marjorie A. Latt
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT *Richland*
MY COMMISSION EXPIRES: 9/24/96

APPROVALS

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID, TO AND INCLUDING THE YEAR 1994.

David J. Miller
BENTON COUNTY TREASURER
DATE *10/17/94*

THE ANNEXED SHORT PLAT IS HEREBY APPROVED AND FOR THE COUNTY OF BENTON, STATE OF WASHINGTON.

William King
CITY OF RICHLAND SHORT PLAT ADMINISTRATOR
DATE *10/6/94*

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF *Rogers Surveying* AT 12:01 P.M., THIS 17 DAY OF Oct, 1994, A.D., AND RECORDED IN VOLUME 1 OF SHORT PLATS, AT

PAGE 2115, RECORDS OF BENTON COUNTY, WASHINGTON.

Scobbie Gagner by *John A. Baalman*
BENTON COUNTY AUDITOR
DATE *10/17/94*



SURVEYOR'S CERTIFICATION

I, JOHN A. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (21384), HEREBY CERTIFY THAT THE SHORT PLAT AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID SHORT PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

10/13/94
DATE

RSI ROGERS SURVEYING INC.
745 COLUMBIA DRIVE
RICHLAND, WA 98852
PHONE (509) 627-5858
FAX: (509) 627-2984

CLIENT	RICHLAND TRIANGLE PARTNERSHIP	JOB	24084
PROJECT	SEC 27 & 28, T.10N., R.28E. W.M.		
	SHORT PLAT		
DRAWN BY	WJ	SCALE	1" = 100'
APPROVED	JAB	DATE	9-5-94
F. & M. NAME	VERBEN - ACP#18		
FILE	24084.002		
SHEET	1		

SP2115

G3-001



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Public Hearing

Key Element:

Subject:

Proposed Increase in Appropriation to the Industrial Development Fund - Ordinance No. 13-15

Department:

Community & Development Services

Ordinance/Resolution Number:

13-15

Document Type:

General Business Item

Recommended Motion:

Summary:

City staff is currently negotiating to purchase a small parcel in the Horn Rapids Industrial Park. Because this opportunity only recently became available, the adopted 2015 budget did not include funding for this purchase; however, there are sufficient dollars in the Industrial Development Fund unappropriated beginning fund balance to cover all costs associated with the purchase.

The purpose of this Public Hearing is to provide an opportunity to submit comments on the proposed budget amendment.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Public Hearing

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Proposed 2015-2017 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77 - Resolution No. 45-15

Department:

Administrative Services

Ordinance/Resolution Number:

45-15

Document Type:

Presentation

Recommended Motion:

Summary:

This public hearing is held to allow for input on the 2015-2017 Collective Bargaining Agreement with International Brotherhood of Electrical Workers (IBEW), Local Union No. 77. Resolution No. 45-15 is being presented this evening for Council consideration and approval.

Fiscal Impact:

No

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Approve the Minutes of the February 17 and 24, 2015 Council Meetings

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Minutes

Recommended Motion:

Approve the minutes of the Council meeting(s) held on February 17 and 24, 2015

Summary:

None.

Fiscal Impact:

None.

Attachments:

1. Draft 021715 Council Meeting Minutes
2. Draft 022415 Council Meeting Minutes



MINUTES
RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, February 17, 2015

Draft

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

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

Also present was Deputy City Manager King.

1. Richland Public Facilities District Board Interviews

Council interviewed three candidates for the Richland Public Facilities District Board vacant position.

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

Attendance:

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

Also present were City Manager Johnson, Assistant City Manager Amundson, Deputy City Manager King, City Attorney Kintzley, Police Services Director Skinner, Public Works Director Rogalsky and City Clerk Hopkins.

Discussion of Meeting Agenda Items:

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

Council added an Item of Business to make an appointment to the Richland Public Facilities District Board.

Mr. Rogalsky said at this time, the Transportation Package includes the Duportail Bridge with full funding. Lobbyist Dave Arbaugh asked for a letter from the Council and for Council to procure letters from the community supporting the Transportation Package that he will pass on to the Senate. He said a resolution stating the City's support will be on the March 3 agenda for Council action and that letters of support templates are being prepared for community use. He explained how the City of Kennewick will be a partner on the Duportail Bridge.

Police Chief Skinner explained how the Richland Police Department (RPD) has been supporting the City of Pasco with the recent shooting incident. He also reviewed RPD's training procedures for this type of situation.

Ms. Johnson reviewed the letter from the Manhattan Project Chair Steve Young and confirmed that Council agreed to have Mayor Rose sign it.

Regular Meeting:

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

Welcome and Roll Call:

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

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

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

MAYOR PRO TEM LEMLEY MOVED AND COUNCIL MEMBER JONES SECONDED A MOTION TO EXCUSE COUNCIL MEMBER ANDERSON. 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:

COUNCIL MEMBER KENT MOVED AND MAYOR PRO TEM LEMLEY SECONDED A MOTION TO APPROVE THE AGENDA AS AMENDED BY DELETING PRESENTATION NO. 5 AND ADDING AN ITEM OF BUSINESS FOR AN APPOINTMENT TO THE RICHLAND PUBLIC FACILITIES DISTRICT BOARD. THE MOTION CARRIED 6-0.

Presentations:

1. CityView Video: Imagination Playground
- Parks and Public Facilities Director Schiessl

Mr. Schiessl introduced the video on the versatile soft playground equipment the Parks and Public Facilities Department has entered to win by voting on behalf of the City of Richland.

2. Annual Report of the Planning Commission (5 minutes)
 - Kent Madsen, Planning Commission Chair

Mr. Madsen gave details of the Planning Commission's highlights for 2014, development trends and the 2015 goals.

RESCHEDULED TO THE MARCH 17 COUNCIL AGENDA:

3. Richland Public Facilities District Quarterly Report (10 minutes)
 - Fred Raab, RPF Board Chair

Public Hearing:

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

1. Proposed Amendments to RMC Section 14.24.060: Electricity, Relating to Electric Retail Rates - Ordinance No. 04-15
 - Bob Hammond, Energy Services Director

Mr. Hammond gave the following report: 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;
- 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

Mayor Rose opened the public hearing at 7:50 p.m.

Public Comments:

Mark Kraft, 4171 Alder Road, Paso, WA, said he has property he irrigates in Richland and said the study does not include rural electric utilities comparisons. He said the last rate increase of 20%, this year's 10% and next year's almost 10% increase is more than he is able to pass on. He is opposed to the rate increase and recommends a flat rate.

Kevin McCue, 1209 Marshall, Richland, WA, said a 10% rate increase is a large amount and he wonders if he we were undercharged 8% for the past years and now we have to catch up. He said that a small business will have a hard time trying to pass that cost onto their customers.

Mark Kraft spoke again and said rate increases, based on kilowatts, has a compounding ripple effect over time.

Mayor Rose closed the public hearing at 7:55 p.m.

Council Member Thompson said the rates were increased by Bonneville Power where we buy our power from and the City has to pass the increased rates onto the citizens. He said other Public Utility Districts are more expensive than the City's rate.

Mr. Hammond said the last rate increase was January 2013 and prior to that, in 2004.

2. Proposed Amendments to the 2015-2020 Transportation Improvement Program
 - Resolution No. 24-15
 - Pete Rogalsky, Public Works Director

Mr. Rogalsky gave the following report: 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 1 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.

Mayor Rose opened the public hearing at 7:59 p.m.
Public Comments: None.

Mayor Rose closed the public hearing at 7:59:15 p.m.

3. Proposed Increases in Appropriation of Capital Improvement and Street Capital Construction Funds - Ordinance No. 05-15
- Pete Rogalsky, Public Works Director

Mr. Rogasky gave the following report: Washington 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.

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 1. 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.

Mayor Rose opened the public hearing at 8:02 p.m.

Public Comments:

Lori Ness, 2235 Davison Avenue, Richland, WA, said the public hearing and the first reading for the amendments to the 2015-2020 TIP was just conducted and she wondered how the public would have had time to review it, as she did not see a public notice about it.

City Attorney Kintzley said the public hearing for the 2015-2020 Transportation Improvement Program - Resolution No. 24-15, was properly noticed in the newspaper and as it is a Resolution, it only has one reading.

Mayor Rose closed the public hearing at 8:03 p.m.

4. Declaring certain real property surplus to the City's needs - Resolution No. 27-15
- Brian Moore, Redevelopment Project Supervisor

Mr. Moore gave the following report: 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 and Public Facilities 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.

Mayor Rose opened the public hearing at 8:07 p.m.

Public Comments: None.

Mayor Rose closed the public hearing at 8:07:15 p.m.

Public Comments:

Ken Peterson, 1311 Haines, Richland, WA, said he saw City employees put up No Parking signs by his house and take them back down in the same day. He said he would like a No Parking zone at that location, but wondered why the signs were installed and removed in the same day.

Mayor Rose said the appropriate City staff will get back to him to answer his question.

Lori Ness, 2235 Davison Avenue, Richland, WA, apologized for her previous comments as she was looking at the wrong part of the agenda. Next, she said she believes the Ye Merry Greenwood Fair got a permit from the City to hold their event on the 40 acres at Columbia Point South. She said it was an undeveloped area with no infrastructure and was not suited for a large event as it would have impacts to the land. She said there was no public notice on the agreement and she wants more transparency in City government.

Consent Calendar:

City Clerk Hopkins read the Consent items.

Minutes:

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

– Marcia Hopkins, City Clerk

Ordinances - First Reading:

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

– Bob Hammond, Energy Services Director

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

– Pete Rogalsky, Public Works Director

4. 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

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

– Bill King, Deputy City Manager

6. 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

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

– Heather Kintzley, City Attorney

8. 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:

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

- Pete Rogalsky, Public Works Director

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

- Pete Rogalsky, Public Works Director

11. Resolution No. 23-15, Approving 2015 Business License Reserve Funding Agreements

- Brian Moore, Redevelopment Project Supervisor

12. Resolution No. 24-15, Amending the 2015-2020 Transportation Improvement Program

- Pete Rogalsky, Public Works Director

13. Resolution No. 26-15, Authorizing Agreement with ELR Consulting, Inc. for SCADA Software Integration Support

- Bob Hammond, Energy Services Director

14. Resolution No. 27-15, Declaring Certain Real Property Surplus and Authorizing Execution of a Ground Lease with G2E2, LLC

- Bill King, Deputy City Manager

15. Resolution No. 28-15, Approving Expenditure from the Public Art Fund Reserves in Support of Cavalcade of Authors

– Bill King, Deputy City Manager

16. 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

17. 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

Expenditures – Approval:

18. 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

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

Items of Business:

1. Resolution No. 32-15, Appointment to the Richland Public Facility District

Council Member Jones said that based on the interviews, the candidate Shirley Long was his recommendation for the position.

Council Member Thompson said he was not able to participate with the interviews.

Council Member Kent said she was part of the interviews and she also recommended Ms. Long for the position. She thanked the candidates that applied for the positions.

COUNCIL MEMBER JONES MOVED AND MAYOR PRO TEM LEMLEY SECONDED A MOTION TO APPROVE RESOLUTION NO. 32-15, APPOINTING SHIRLEY LONG TO THE RICHLAND PUBLIC FACILITY DISTRICT BOARD. THE MOTION CARRIED 6-0.

Reports and Comments:

1. City Manager Johnson asked Mr. Schiessl to comment on the special events permit for Columbia Point South.

Mr. Schiessl said Howard Amon Park was undergoing extensive irrigation upgrades this summer and would not be able to host large events this year. The Ye Merry Greenwood Fair inquired about using Columbia Point South for their event this year. Although the City is exploring this idea and it has been determined that the event does not trigger a SEPA review, due to technical and other issues, this site is unlikely to be permitted for the fair at this time. Mr. Schiessl noted a master plan is in place to use this location for major events in the future.

2. Council Members:

Council Member Jones thanked Mr. Hammond, his staff and the members of the Utility Advisory Committee for their thoroughness of the rate structure model and of their public awareness efforts.

Council Member Christensen attended the grand opening ceremony for the Home Suite by Hilton on George Washington Way and commented on the luxurious accommodations.

Council Member Thompson reported on his trip to Washington DC with Mayor Rose to attend the Energy Community Alliance Peer Exchange including a report on the Hanford clean-up efforts and other issues.

Mayor Pro Tem Lemley complimented Mr. Hammond's work and requested clarification on the rate structures.

Adjournment:

Mayor Rose adjourned the meeting at 8:24 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

David W. Rose, Mayor

DATE APPROVED:



MINUTES
CITY COUNCIL WORKSHOP
Richland City Hall ~ 505 Swift Boulevard
Tuesday, February 24, 2015

Draft

Call to Order:

Mayor Rose called the Council workshop to order at 6:00 p.m. in the Council Chamber.

Attendance:

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

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

Workshop Items:

1. North Richland Fire Facility and Service Area
 - Parks and Public Facilities Director Schiessl

Mr. Schiessl said the City expects significant growth within and around the Research District in north Richland. In 2016, a new location for Station No. 73 is scheduled, but currently unfunded. The proposed new location is one-half a mile north of the current station. Staff have been approached with an opportunity to create a partnership to explore fire services options in this area, that are consistent with the City's long-range plans. He discussed adjusting urban growth boundaries, future annexations, cost benefits of the partnership and the value of the land the current station.

Ms. Johnson explained the partnership is in its early stages and not much information is available at this time. She asked Council if they would be interested in staff to continue forward in this partnership opportunity. Council concurred to move forward on researching this option.

2. Stormwater Retrofit Project Development – Public Outreach
 - Pete Rogalsky, Public Works Director

Mr. Rogalsky said the purpose of this workshop is to present the features of a public outreach program that staff intends to implement in preparation for seeking Council selection of stormwater system water quality improvement project alternatives. Public Works staff have spent the past few months reformulating the Leslie Groves Infiltration Basin project and developing several other stormwater system water quality

improvement projects. The entire set of projects has been developed to include multiple design alternatives that will be evaluated by staff and the public through a thorough public outreach program. These projects will be funded by existing secured Washington State grants and City Stormwater Utility funds.

Mr. Rogalsky gave a PowerPoint presentation providing the detail of the stormwater retrofit project and the community outreach plans about the project.

3. Facility Hours of Operation

- Joe Schiessl, Parks and Public Facilities Director

Mr. Schiessl said the Richland Community Center, Library, swimming pool and landfill represents the City's most used facilities outside of parks. He gave usage statistics on these facilities and recommendations to align days and hours of operation with community needs and resources. He discussed various options that have been considered to realign the days and hours.

Mr. Rogalsky showed the usage statistics of the landfill and discussed the option of closing on Sundays on certain months of the year. He said more research is needed to be done before recommendations are ready for Council, however, he wanted to bring the idea forward to Council at this time.

Other Business:

Mr. Amundson asked Council if they would be willing to reach out to community leaders and citizens to solicit support of the Transportation Package and Duportail Bridge by writing letters. He has four templates of the letter for Council to consider using or Council could forward him contact information to coordinator the effort. He said the timeline for the Washington State Senate Transportation Revenue and Reform Package has been accelerated and the Senate is expected to vote on the package on Thursday, February 26, 2015. The City would like to continue to express support for the Transportation Package and communicate that message to the House Members before their vote as well.

Ms. Johnson said the Multi-Agency Three Rivers Information and Communications Service (MATRICS) draft Interlocal Agreement will be on the March 3 Council meeting for Council action. She said Kennewick and Pasco will also have it on their March 3 Council meetings for approval as well, but noted it will not go into effect until Benton and Franklin counties also approve the agreement.

Ms. Johnson said Deputy City Manager/Community and Development Director King will be retiring this year and the position is be advertised as a Community Development Director and is now on the City website and with Waldron, a recruitment company.

Ms. Johnson said the Planning Commissioner who had an issue with the delivery of the Planning Commission meeting agenda packet, mistakenly thought he had to come to

City Hall to pick it up. After speaking with Mr. King, the commission understood the process and the issue was resolved.

Ms. Johnson said Council received an email from the auditor's office regarding an issue and the auditor said they had not heard back from Council as yet. She said a letter is being drafted for the Mayor's signature, that explains the policy of the City Manager's Office being responsible to respond to this types of email and it was not an oversight of the Council Members.

Ms. Kintzley said the City is on hold with the cable franchise until the transfer between Comcast and Charter takes effect at the federal level expected to be complete by

Adjournment:

Mayor Rose adjourned the workshop at 7:20 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

David W. Rose, Mayor

DATE APPROVED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Ordinances - First Reading

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Ordinance No. 07-15, Establishing and Dedicating the Rights-of-Way for Polar Way, 1st Street, Logston Boulevard and Robertson Drive

Department:
Public Works

Ordinance/Resolution Number:
07-15

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 07-15, Dedicating Polar Way, 1st Street, Logston Boulevard and Robertson Drive as Public Right-of-Way.

Summary:

As part of the development within the Horn Rapids Industrial Park, particularly the Chill Build freezer facility, a public street network needed to be constructed for access to the facility and surrounding property.

To create this network, Robertson Drive was extended approximately 2,260 feet to the west; a new north-south road was constructed from the end of Robertson Drive to the Chill Build facility (Polar Way); and a new street was constructed between Kingsgate Way and the new Polar Way (1st Street). This network provides two public access routes to the Chill Build facility and surrounding property.

A portion of Robertson Drive right-of-way had previously been dedicated, but additional width (20 feet on each side) is necessary to conform to the current roadway design standards and match existing right-of-way widths. A portion of the 1st Street right-of-way had also previously been dedicated, but an additional 10 feet on each side is necessary to meet current roadway design standards.

Approximately 2,080 lineal feet of Logston Boulevard was constructed in 2014 extending south from Horn Rapids Road. This portion of Logston had previously been intended to be dedicated by Ordinance No. 02-04, but an error in the legal description prevented it from being officially recorded. This ordinance will clarify that description and formally dedicate the portion of right-of-way needed for this public access.

Fiscal Impact:
Yes

Ongoing maintenance and pavement management typical of City streets will be necessary for these new roads in the future. Approximately 10,170 LF or 1.93 centerline miles of roadway will be added to the City system.

Attachments:

1. Draft Ord No. 07-15
2. Exhibit A

WHEN RECORDED RETURN TO:

Richland City Clerk
P.O. Box 190
Richland, WA 99352

ORDINANCE NO. 07-15

AN ORDINANCE of the City of Richland establishing and dedicating the rights-of-way for Polar Way, 1st Street, Logston Boulevard and Robertson Drive, as fully described in this ordinance.

WHEREAS, the City of Richland has been involved in the development of the City-owned property in the Horn Rapids Industrial Park; and

WHEREAS, at the time of development, the public streets and rights-of-way were not expressly dedicated for public use; and

WHEREAS, in 1994, Ordinance No. 44-94 was passed which dedicated portions of Logston Boulevard and Robertson Drive; and

WHEREAS, on November 16, 1998, Council passed Ordinance No. 26-98 amending Ordinance No. 44-94 to modify the alignments of Logston Boulevard and Robertson Drive; and

WHEREAS, Ordinance No. 44-94 has since been amended to incorporate the modified legal descriptions of a portion of Logston Boulevard and Robertson Drive rights-of-way; and

WHEREAS, Robertson Drive was recently extended as part of a street network to provide public access to the Chill Build facility; and

WHEREAS, an additional 20 feet of right-of-way on both sides of the portion of existing Robertson Drive right-of-way needs to be established to match the existing right-of-way width to the east; and

WHEREAS, on January 13, 2004, Council passed Ordinance No. 02-04 intending to dedicate Logston Boulevard street right-of-way and amending Ordinance No. 26-98; and

WHEREAS, due to an error in the description of the proposed Logston Boulevard right-of-way, that portion located within Section 22, Township 10 North, Range 28 East W.M. was not recorded and dedicated; and

WHEREAS, Logston Boulevard was recently constructed within Section 22 from Horn Rapids Road south approximately 2,080 lineal feet; and

WHEREAS, this portion of Logston Boulevard is needed for public access and therefore needs to be dedicated as a public street right-of-way; and

WHEREAS, a Quit Claim Deed was recorded under Auditor's File No. 2012-009911 to reserve a 60 foot right-of-way corridor for a future 1st Street lying easterly of Kingsgate Way; and

WHEREAS, an additional 10 feet of right-of-way on both sides of the existing 1st Street right-of-way is needed to meet current roadway section design criteria for this street; and

WHEREAS, Polar Way was identified as a new north-south route connecting Robertson Drive to the Chill Build facility; and

WHEREAS, the right-of-way for Polar Way needs to be established and dedicated; and

WHEREAS, the Robertson Drive extension, 1st Street, and Polar Way construction has been completed and accepted by the City; and

WHEREAS, the rights-of-way need to be dedicated for these new roadways.

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

Section 1. The portion of road right-of-way as described and shown in Exhibit A as Robertson Drive is hereby ordered to be dedicated as a City street named Robertson Drive.

Section 2. The portion of road right-of-way as described and shown in Exhibit A as Logston Boulevard is hereby ordered to be dedicated as a City street named Logston Boulevard.

Section 3. The portion of road right-of-way as described and shown in Exhibit A as 1st Street is hereby ordered to be dedicated as a City street named 1st Street.

Section 4. The portion of road right-of-way as described and shown in Exhibit A as Polar Way is hereby ordered to be dedicated as a City street named Polar Way.

Section 5. The City Clerk is directed to file with the Auditor of Benton County, Washington a copy of this ordinance and the attached exhibits, duly certified by the Clerk as a true copy.

Section 6. 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 March 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____

EXHIBIT "A"

Proposed Dedication Description for: Polar Way, 1ST Street, Robertson Drive & Logston Blvd.

Polar Way

A portion of the Southeast $\frac{1}{4}$ of Section 21 & the Northeast $\frac{1}{4}$ of Section 28, Township 10 North, Range 28 East, W.M., City of Richland, Benton County, Washington, described as follows:

An 80.00 foot wide corridor having 40.00 feet lying on each side of the following described centerline.

Beginning at the intersection of Logston Blvd. and Robertson Drive, as shown on Record of Survey No. 4575, as recorded in Volume 1 of Surveys on Page 4575, records of said County and state; Thence North $54^{\circ}53'28''$ West a distance of 3067.28 feet along the centerline of said Robertson Drive as shown on said Survey and described by City of Richland Ordinance No. 26-98 recorded under Auditor's File No. 2007-022732, records of said County and state, to the intersection of said Robertson Drive and the proposed centerline of Polar Way, and the **TRUE POINT of BEGINNING**; Thence North $35^{\circ}06'00''$ East a distance of 50.00 feet to a point hereafter known as **Point "A"**; Thence continuing North $35^{\circ}06'00''$ East a distance of 183.52 feet to the beginning of a 540.00 foot radius tangent curve to the left; Thence Northeasterly a distance of 335.71 feet along the arc of said curve through a central angle of $35^{\circ}37'11''$, to its point of tangency; Thence North $00^{\circ}31'11''$ West a distance of 2,299.13 feet to the proposed intersection of said Polar Way and 1st. Street; Thence continuing North $00^{\circ}31'11''$ West a distance of 1,259.17 feet to a point hereafter known as **Point "B"**; Thence continuing North $00^{\circ}31'11''$ West a distance of 48.98 feet to a point on the North line of the Southeast $\frac{1}{4}$ of said Section 21, Township 10 North, Range 28 East, and the terminus of this portion of said centerline description.

The sidelines of said easement shall extend or foreshorten to terminate at the proposed Northerly right-of-way of said Robertson Drive. Said proposed Northerly right-of-way of said Robertson Drive shall be 50.00 feet Northerly of the existing centerline when measured at right angles to said centerline. And said North line of the Southeast $\frac{1}{4}$ of Said Section 21, Township 10 North, Range 28 East.

Together with: Beginning at said **Point "A"**; Thence North $54^{\circ}53'28''$ West a distance of 40.00 feet along said proposed Northerly right-of-way of said Robertson Drive, to a point on the Westerly proposed right-of-way of said Polar Way, and the **TRUE POINT of BEGINNING**; Thence continuing North $54^{\circ}53'28''$ West a distance of 50.01 feet along said proposed Northerly right-of-way of said Robertson Drive, to beginning of 50.00 radius tangent curve having a radial bearing of North $35^{\circ}06'32''$ East; Thence Northeasterly a distance of 78.55 feet along said curve through a central angle of $90^{\circ}00'32''$ to a point on said Westerly proposed right-of-way of said Polar Way; Thence South $35^{\circ}06'00''$ West a distance of 50.01 feet along said proposed right-of-way back to the true point of beginning.

Together with: Beginning at said **Point "A"**; Thence South $54^{\circ}53'28''$ East a distance of 40.00 feet along said proposed Northerly right-of-way of said Robertson Drive, to a point on the Easterly proposed right-of-way of said Polar Way, and the **TRUE POINT of BEGINNING**; Thence continuing South $54^{\circ}53'28''$ East a distance of 49.99 feet along said proposed Northerly right-of-way of said Robertson Drive, to beginning of 50.00 radius tangent curve having a radial bearing of North $35^{\circ}06'32''$ East; Thence Northwesterly a distance of 78.53 feet along said curve through a central angle of $89^{\circ}59'28''$ to a point

on said Easterly proposed right-of-way of said Polar Way; Thence South 35°06'00" West a distance of 49.99 feet along said proposed right-of-way back to the true point of beginning.

Together with: Beginning at said **Point "B"**; Thence South 89°28'49" West a distance of 27.00 feet to the center of a 50.00 radius; Thence North 23°50'13" West a distance of 50.00 feet to the beginning of a 50.00 radius tangent curve having a radial bearing of South 23°50'13" East, and the **TRUE POINT of BEGINNING**; Thence Southerly a distance of 102.65 feet along said curve through a central angle of 117°37'58" to the beginning of a 50.00 foot radius reverse tangent curve to the right; Thence Southeasterly a distance of 44.46 feet along said curve through a central angle of 50°57'00" to a point on said Westerly proposed right-of-way of said Polar Way; Thence North 00°31'11" West a distance of 123.59 feet along said proposed right-of-way of said Polar Way to a point on the North line of the Southeast ¼ of Said Section 21, Township 10 North, Range 28 East; Thence South 89°23'48" West a distance of 6.79 feet along said North line back to the true point of beginning.

Except: any portion lying within Quit Claim Deed recorded under Auditor's File No. 2014-009242, records of said County and state.

Except: any portion lying within Bargain and Sale Deed recorded under Auditor's File No. 2014-020922, records of said County and state. (See Record of Survey No. 4489)

Except: And any portion lying within existing Robertson Drive right-of-way, per Ordinance No. 26-98 recorded under Auditor's File No. 2007-022732, records of said County and state.

Together with: a 10.00 foot wide utility easement running parallel and contiguous (outside) with the Easterly and Westerly proposed Polar Way right-of-way.

Except: any portion lying within Quit Claim Deed recorded under Auditor's File No. 2014-009242, records of said County and state.

Except: any portion lying within Bargain and Sale Deed recorded under Auditor's File No. 2014-020922, records of said County and state. (See Record of Survey No. 4489)

Together with: a utility easement described as follows:

Beginning at said **Point "A"**; Thence South 54°53'28" East a distance of 40.00 feet along said proposed Northerly right-of-way of said Robertson Drive; Thence North 35°06'00" East a distance of 49.99 feet to a point on the proposed Easterly right-of-way of Polar Way and the **TRUE POINT of BEGINNING**; Thence South 54°54'00" East a distance of 10.00 feet; Thence South 09°53'44" East a distance of 56.56 feet; Thence South 35°06'32" West a distance of 10.00 feet to a point on the proposed Northerly right-of-way of said Robertson Drive and the beginning of 50.00 radius tangent curve having a radial bearing of North 35°06'32" East; Thence Northwesterly a distance of 78.53 feet along said proposed Easterly right-of-way of Polar Way said curve through a central angle of 89°59'28", back to the true point of beginning.

Together with: a utility easement described as follows:

Beginning at said **Point "A"**; Thence North 54°53'28" West a distance of 40.00 feet along said proposed Northerly right-of-way of said Robertson Drive; Thence North 35°06'00" East a distance of 50.01 feet to a point on the proposed Westerly right-of-way of Polar Way and the **TRUE POINT of BEGINNING**; Thence North 54°54'00" West a distance of 10.00 feet, Thence South 80°06'16" West a distance of 56.57 feet; Thence South 35°06'32" West a distance of 10.00 feet to a point on the proposed Northerly right-of-way of said Robertson Drive and the beginning of 50.00 radius tangent curve having a radial bearing of North 35°06'32" East; Thence Northeasterly a distance of 78.55 feet along said proposed Westerly right-of-way of Polar Way said curve through a central angle of 90°00'32", back to the true point of beginning. See attached **Exhibit "B-6"**.

1ST Street

A portion of the Southeast ¼ of Section 21, Township 10 North, Range 28 East, W.M., City of Richland, Benton County, Washington, described as follows:

An 80.00 foot wide corridor having 40.00 feet lying on each side of the following described centerline.

Beginning at the aforementioned proposed intersection of said Polar Way and 1st. Street, and the **TRUE POINT of BEGINNING**; Thence South 89°29'08" West a distance of 989.81 feet to the beginning of a 800.00 foot radius curve to the right; Thence Northwesterly a distance of 346.07 feet along the arc of said curve through a central angle of 24°47'08" to its point of tangency; Thence North 65°43'44" West a distance of 360.34 feet to a point hereafter known as **Point "C"**; Thence continuing North 65°43'44" West a distance of 40.23 feet to a point on the centerline of Kingsgate Way and the terminus of this portion of said centerline description.

The sidelines of said easement shall extend or foreshorten to terminate at the existing Easterly right-of-way of said Kingsgate Way, and the Westerly proposed right-of-way of said Polar Way.

Together with: Beginning at the aforementioned proposed intersection of said Polar Way and 1st. Street; Thence South 89°29'08" West a distance of 40.00 feet along the proposed centerline of said 1st. Street to a point on the Westerly proposed right-of-way of said Polar Way; Thence South 00°31'11" East a distance of 40.00 feet along said proposed right-of-way to a point on the proposed Southerly right-of-way of 1st. Street and the **TRUE POINT of BEGINNING**; Thence continuing South 00°31'11" East a distance of 50.00 feet along said proposed right-of-way of said Polar Way to the beginning of a 50.00 radius tangent curve having a radial bearing of South 89°28'49" West; Thence Northwesterly a distance of 78.54 feet along said curve through a central angle of 89°59'41" to a point on said Southerly proposed right-of-way of said 1st. Street; Thence North 89°29'08" East a distance of 50.00 feet along said Southerly proposed right-of-way of said 1st. Street back to the true point of beginning.

Together with: Beginning at the aforementioned proposed intersection of said Polar Way and 1st. Street; Thence South 89°29'08" West a distance of 40.00 feet along the proposed centerline of said 1st. Street to a point on the Westerly proposed right-of-way of said Polar Way; Thence North 00°31'11" West a distance of 40.00 feet along said proposed right-of-way of said Polar Way to a point on the proposed Northerly right-of-way of 1st. Street and the **TRUE POINT of BEGINNING**; Thence continuing North 00°31'11" West a distance of 50.00 feet along said proposed right-of-way of said Polar Way to the beginning of 50.00 radius tangent curve having a radial bearing of South 89°28'49" West; Thence Southwesterly a distance of 78.54 feet along said curve through a central angle of 90°00'19" to a point on said Northerly proposed right-of-way of said 1st. Street; Thence North 89°29'08" East a distance of 50.00 feet along said Northerly proposed right-of-way of said 1st. Street back to the true point of beginning.

Together with: Beginning at said **Point "C"**; Thence South 18°04'43" West a distance of 30.18 feet along said Easterly right-of-way of said Kingsgate Way, to a Westerly projection of the Southerly right-of-way of 1st. Street as described by Auditor's File No. 2012-00991, records of said County and state, and as shown on said Record of Survey No. 4575, and the **TRUE POINT of BEGINNING**; Thence continuing South 18°04'43" West a distance of 39.00 feet along said Easterly right-of-way of said Kingsgate Way, to the beginning of 35.00 radius tangent curve having a radial bearing of South 71°55'17" East; Thence Northeasterly a distance of 58.76 feet along said curve through a central angle of 96°11'34" to a point

on said Southerly right-of-way of 1st. Street as described by Auditor's File No. 2012-00991; Thence North 65°43'44" West a distance of 39.00 feet along said Southerly right-of-way, back to the true point of beginning.

Together with: Beginning at said **Point "C"**; Thence North 18°04'43" East a distance of 30.18 feet along said Easterly right-of-way of said Kingsgate Way, to a Westerly projection of the Northerly right-of-way of 1st. Street as described by Auditor's File No. 2012-00991, records of said County and state, and as shown on said Record of Survey No. 4575, and the **TRUE POINT OF BEGINNING**; Thence continuing North 18°04'43" East a distance of 31.41 feet along said Easterly right-of-way of said Kingsgate Way, to the beginning of 35.00 radius tangent curve having a radial bearing of South 71°55'17" East; Thence Southeasterly a distance of 51.20 feet along said curve through a central angle of 83°48'28" to a point on said Northerly right-of-way of 1st. Street as described by Auditor's File No. 2012-00991; Thence North 65°43'44" West a distance of 31.41 feet along said Northerly right-of-way, back to the true point of beginning.

Except any portion lying within Bargain and Sale Deed recorded under Auditor's File No. 2012-009384, records of said County and state.

Except any portion lying within Statutory Warranty Deed recorded under Auditor's File No. 2014-032857, records of said County and state. (See Record of Survey No. 2515)

Except any portion lying within existing Kingsgate Way right-of-way, and any portion lying within proposed right-of-way of said Polar Way as described above.

Together with: a 10.00 foot wide utility easement running parallel and contiguous with the Northerly and Southerly right-of-way of said proposed 1st. Street.

Except any portion lying within Statutory Warranty Deed recorded under Auditor's File No. 2014-032857, and said Bargain and Sale Deed recorded under Auditor's File No. 2012-009384, records of said County and state. (See Record of Survey No. 2515)

Robertson Drive

A portion of the Northeast ¼ of Section 28, Township 10 North, Range 28 East, W.M., City of Richland, Benton County, Washington, described as follows:

A 100.00 foot wide corridor having 50.00 feet lying on each side of the following described centerline.

Beginning at the intersection of Logston Blvd. and Robertson Drive, as shown on Record of Survey No. 4575, as recorded in Volume 1 of Surveys on Page 4575, records of said County and state; Thence North 54°53'28" West a distance of 1799.50 feet along the centerline of said Robertson Drive as shown on said Survey and described and by City of Richland Ordinance No. 26-98 recorded under Auditor's File No. 2007-022732, records of said County and state. **TRUE POINT of BEGINNING**; Thence continuing North 54°53'28" West a distance of 1267.79 feet along said centerline to the intersection of said Robertson Drive and the centerline of proposed Polar Way; Thence continuing North 54°53'28" West a distance of 612.13 feet along said centerline to the terminus of said centerline description.

The sidelines of said easement shall extend or foreshorten to terminate and connect to the existing Westerly right-of-way line of the 100.00 foot wide portion of Robertson Drive as described by said

Ordinance No. 26-98 at the true point of beginning and at right angles to the centerline at the point of terminus.

The intent of this description is to rededicate the existing 60.00 wide portion of Robertson Drive as described by said Ordinance No. 26-98, to a 100.00 foot wide continuous right-of-way corridor.

Logston Blvd.

A portion of the Northwest ¼ of Section 22, Township 10 North, Range 28 East, W.M., City of Richland, Benton County, Washington, described as follows:

An 80.00 foot wide corridor having 40.00 feet lying on each side of the following described centerline.

Beginning at the North ¼ corner of said Section 22, and the centerline of Battelle Blvd.; Thence South 89°41'13" West a distance of 1615.55 feet along the Northerly line of said Northwest ¼ and said centerline to the proposed intersection of Logston Blvd. and the **TRUE POINT of BEGINNING** of said centerline; Thence South 00°30'54" East a distance of 2025.62 feet leaving said centerline and Northerly line, to a point hereafter known as **POINT "A"**; Thence continuing South 00°30'54" East a distance of 241.06 feet to a point on the Northerly right-of-way Horn Rapids Spur described by a document recorded under Auditor's File No. 2009-019019, records of said County and State, and the terminus of said centerline.

Together with: Beginning at said **Point "A"**; Thence South 89°29'06" West a distance of 13.00 feet (to the radius point of a 55.00 foot radius curve); Thence South 28°53'07" West a distance of 55.00 feet on a radial bearing to the beginning of a 55.00 foot non-tangent curve and the **TRUE POINT of BEGINNING**; Thence Northerly a distance of 116.34 feet along said curve through a central angle of 121°11'58" to a point on the proposed Westerly right-of-way of said Logston Blvd.; Thence South 00°30'54" East a distance of 95.83 feet along said Westerly right-of-way back to the true point of beginning.

The sidelines of said proposed right-of-way shall extend or foreshorten to terminate and connect to the existing Southerly right-of-way line of said Battelle Blvd. and said Northerly right-of-way Horn Rapids Spur.

Together with: a 35.00 foot wide Slope & Utility easement running parallel and contiguous with the Easterly and Westerly right-of-way of said proposed Logston Blvd.

The sidelines of said easement shall extend or foreshorten to terminate and connect to the existing Southerly right-of-way line of said Battelle Blvd. and said Northerly right-of-way Horn Rapids Spur.

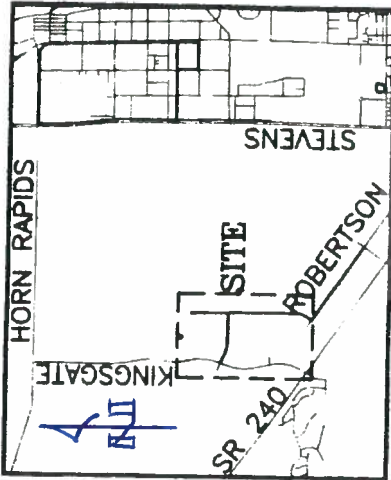
See attached **Exhibits "B-1 thru B-7"**

Reference: PID #'s 1-2108-400-0006-002 / 1-2108-400-0004-000 / 1-2808-100-0002-004 / 1-2808-100-0002-004 / 1-2208-200-0012-006.

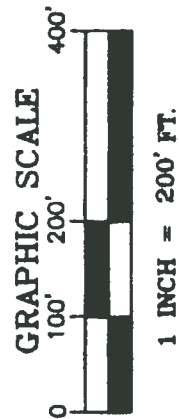
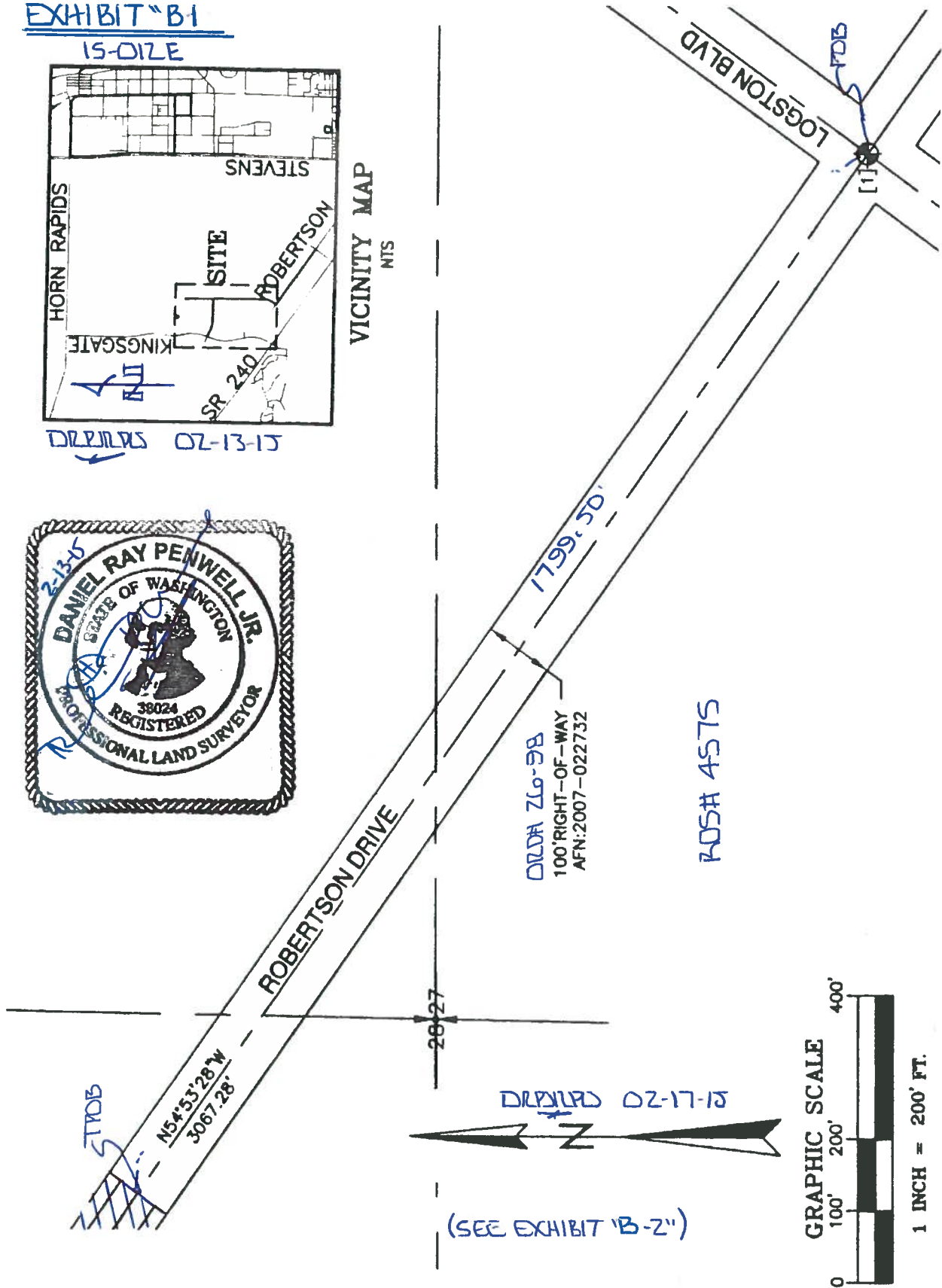
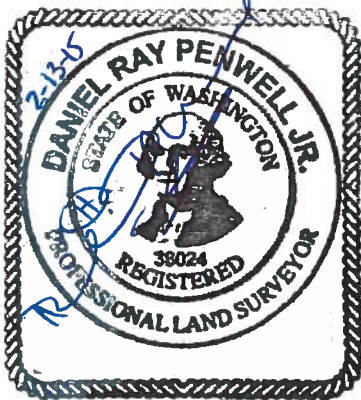
15-012
Drpjrpls

EXHIBIT "B-1"

15-012E



DRAWN 02-13-15

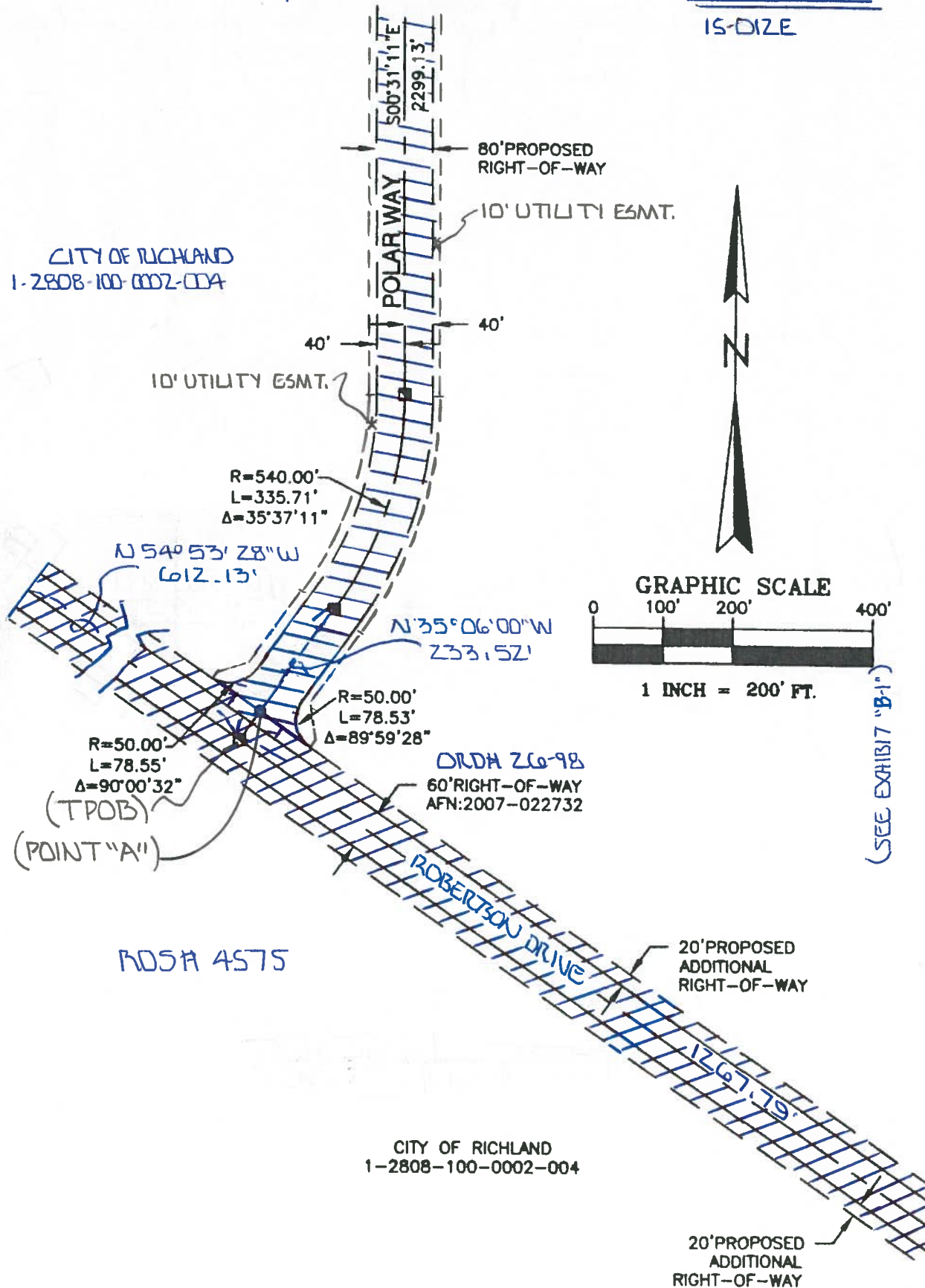


(SEE EXHIBIT "B-3")

EXHIBIT "B-2"

15-D1ZE

CITY OF RICHLAND
1-2808-100-0002-004



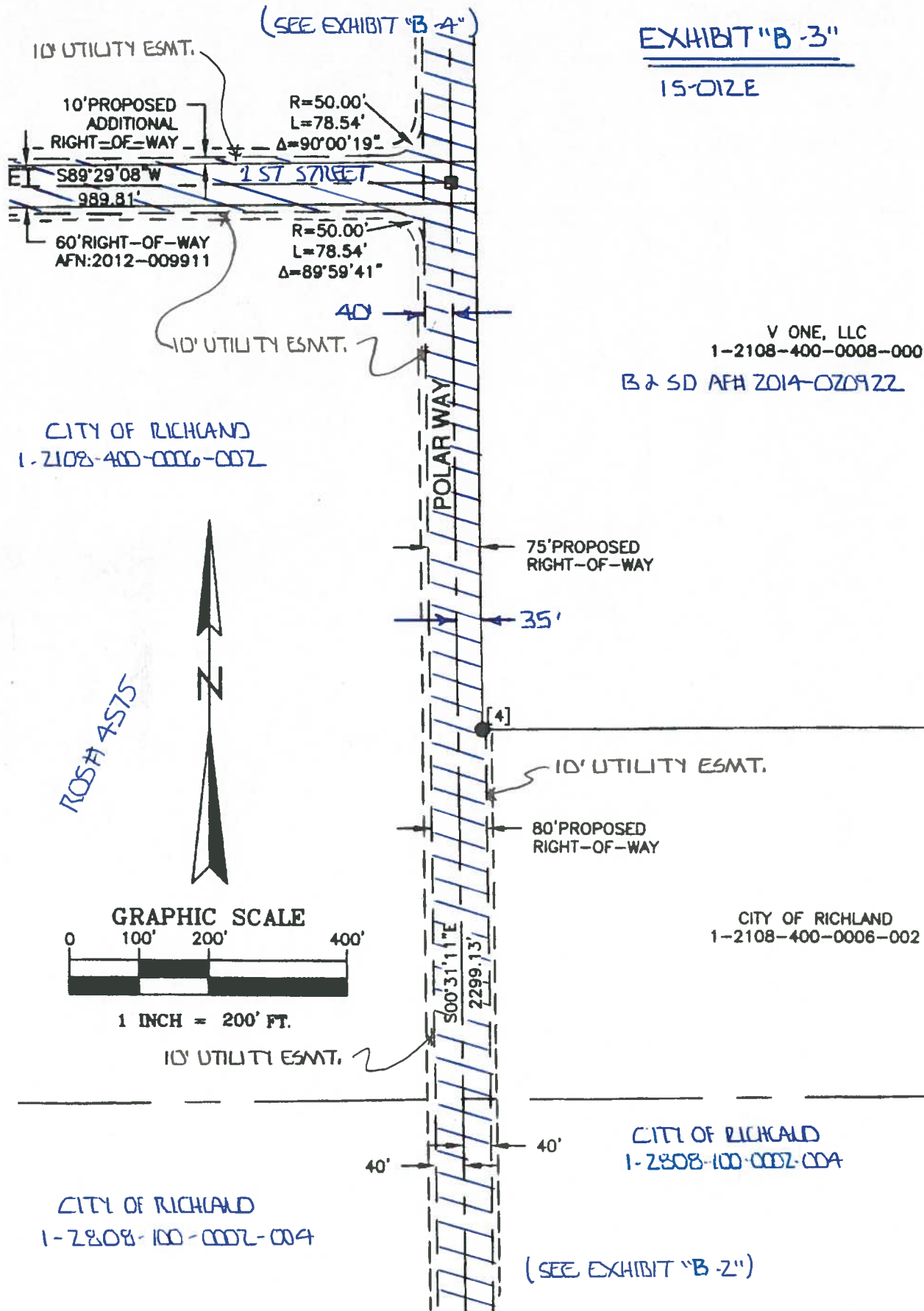
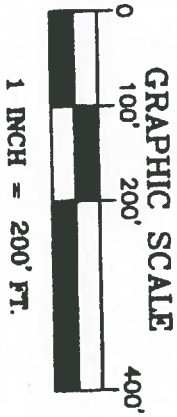


EXHIBIT "B-4"
15-012E

(SEE EXHIBIT "B-5")



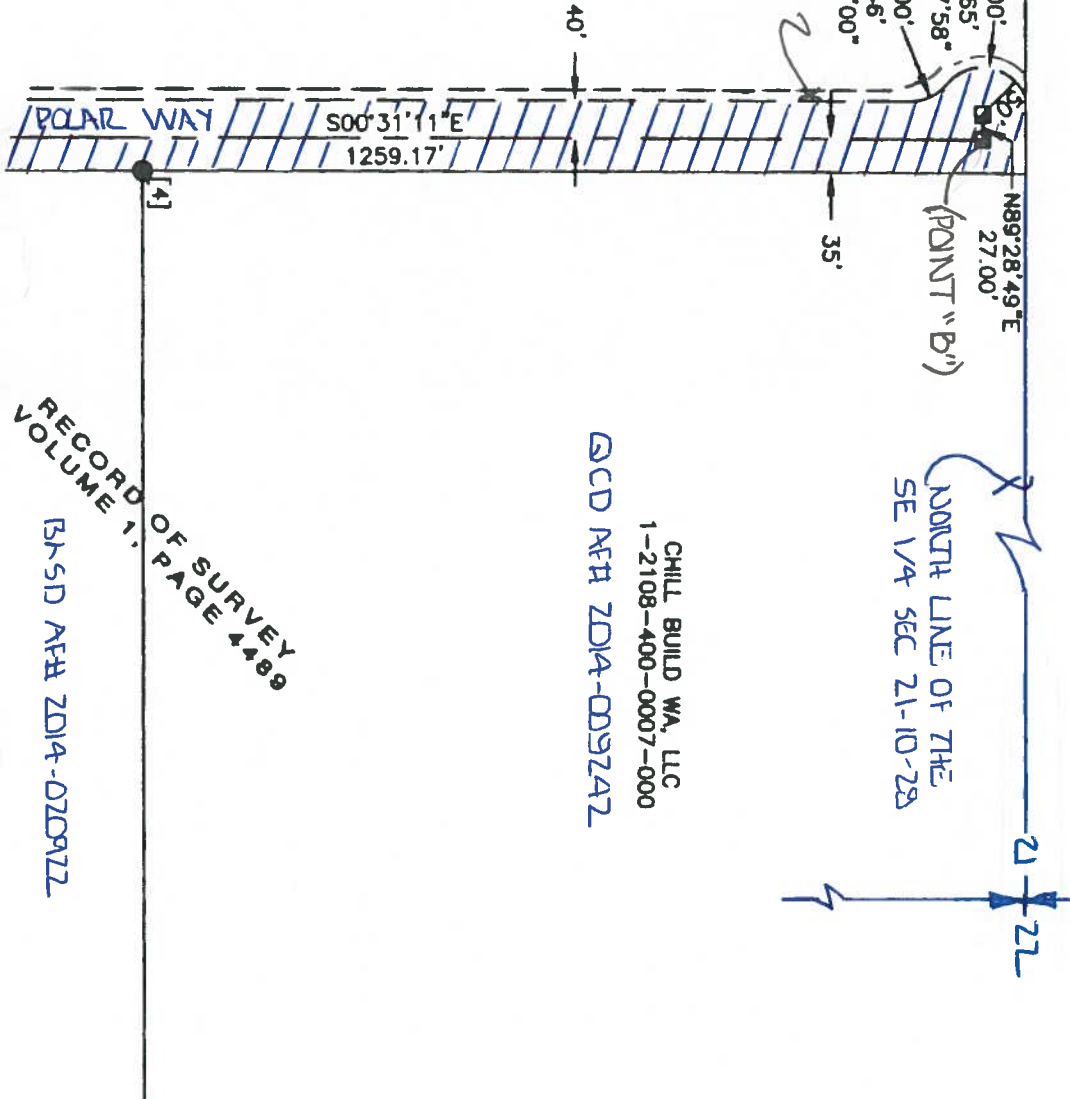
ROSA 4575



CITY OF RICHMOND
1-2108-400-0006-0002

10' UTILITY EASMT.

R=50.00'
L=102.65'
Δ=117°37'58"
R=50.00'
L=44.46'
Δ=50°57'00"



(SEE EXHIBIT "B-3")

V ONE, LLC
1-2108-400-0008-0000

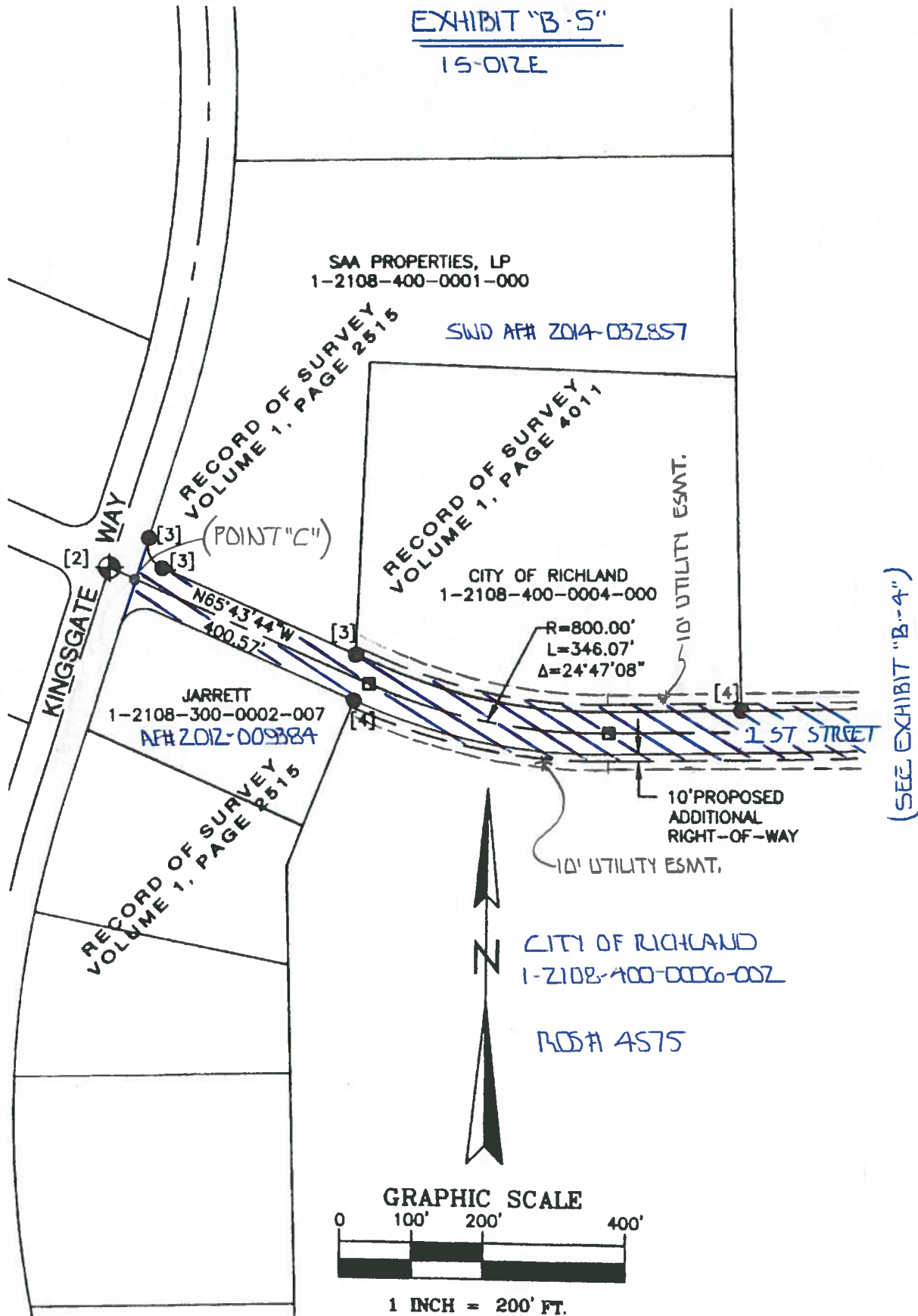
RECORD OF SURVEY
VOLUME 1, PAGE 4489

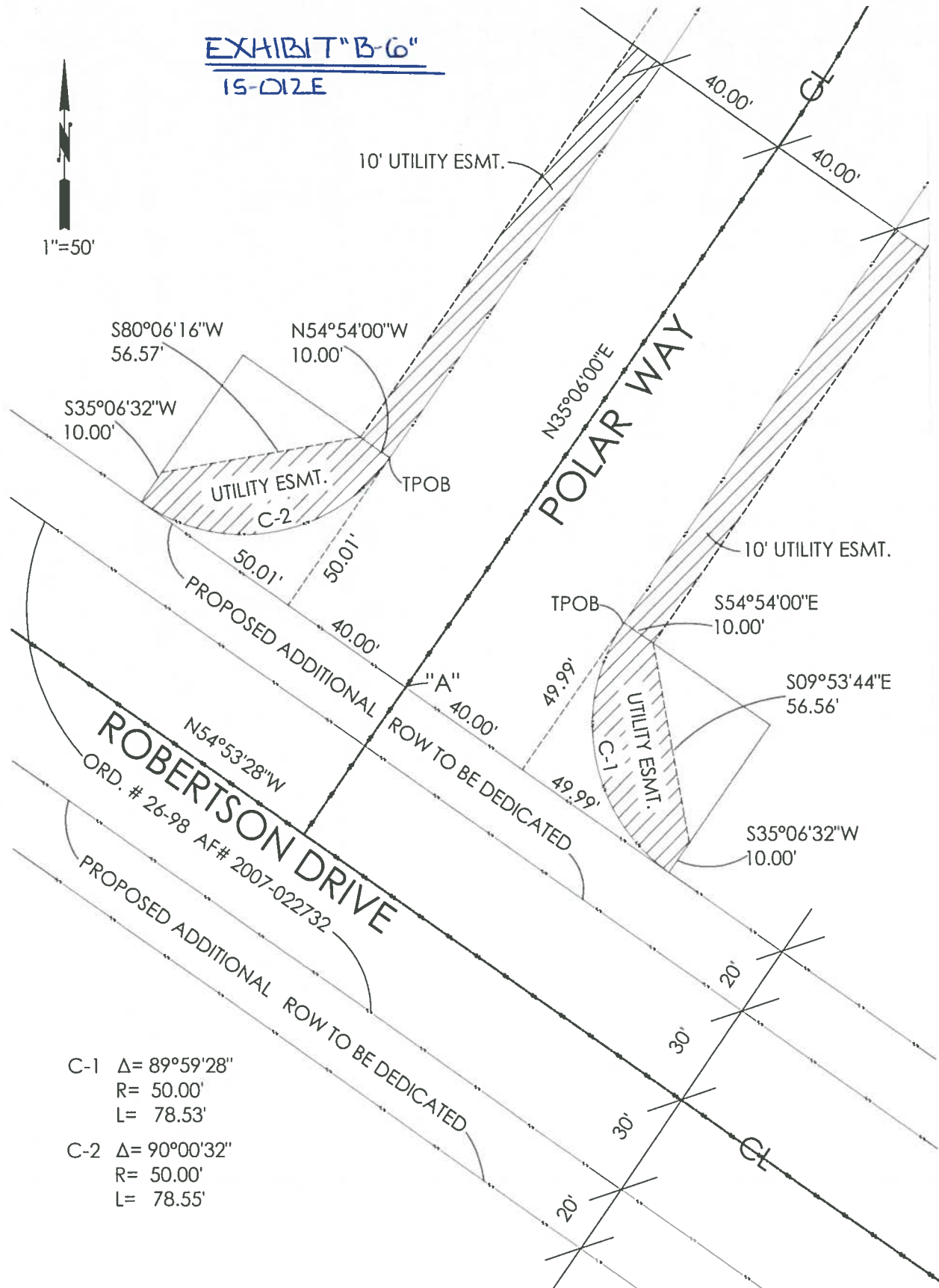
BS&SD AFF# 2014-020972

QCD AFF# 2014-009242

CHILL BUILD WA, LLC
1-2108-400-0007-0000

NORTH LINE OF THE
SE 1/4 SEC 21-10-28

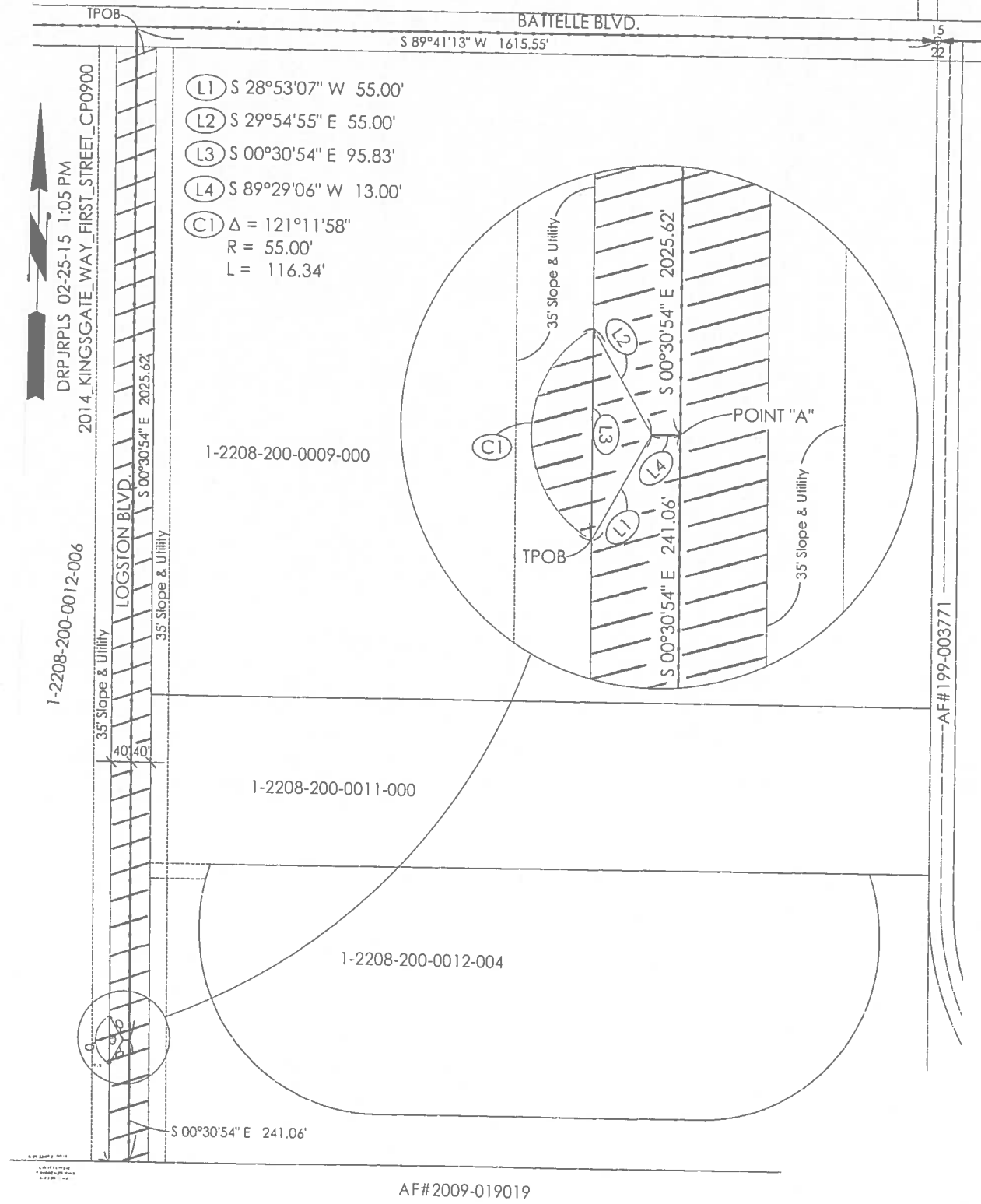




- C-1 $\Delta = 89^\circ 59' 28''$
R = 50.00'
L = 78.53'
- C-2 $\Delta = 90^\circ 00' 32''$
R = 50.00'
L = 78.55'

EXHIBIT "B-7"

15-012E





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Ordinances - First Reading

Key Element:

Subject:

Ordinance No. 13-15, Amending the 2015 Budget to Increase Appropriations to the Industrial Development Fund

Department:

Community & Development Services

Ordinance/Resolution Number:

13-15

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 13-15, Amending the 2015 Budget to Increase Appropriations to the Industrial Development Fund

Summary:

City staff is currently negotiating an agreement with Richland Triangle Limited Partners (RTLP) which will terminate their option on properties in Horn Rapids and allow the City to purchase a small property owned by RTLP in the Industrial Park. The only remaining property that RTLP owns in Richland is a 1.65 acre parcel located at the northwest intersection of Kingsgate Way and First Street extension. The City owns the adjacent property, and having the corner parcel back under City control will be advantageous in attracting new users to the Industrial Park.

Since this opportunity has only recently become available, the adopted 2015 budget did not include funding for this purchase. However, there are sufficient dollars in the Industrial Development Fund unappropriated beginning fund balance to cover all costs associated with this purchase. Attached Ordinance 13-15, if passed after second reading, will amend the 2015 budget and appropriate funds for the purchase and associated costs.

Both formal approval of the purchase and termination agreement with RTLP and second reading of this ordinance appropriating funds for the purchase are scheduled on Council's March 17 meeting agenda.

Fiscal Impact:

The negotiated price for the purchase of the subject property is \$57,750. Staff believes this is slightly below the current market value of the property and that the City will more than recover this expenditure when the property is ultimately resold to an end user. The proposed budget amendment will appropriate \$65,000 from unappropriated beginning fund balance, resulting from prior years' land sales, which is sufficient to complete the purchase and fund associated surveying, title insurance and other closing costs.

Attachments:

- I. Ord. No. 13-15, 2015 Budget Amendment for Industrial Development Fund

ORDINANCE NO. 13-15

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 Industrial Development Fund.

WHEREAS, on November 4, 2014, Council passed Ordinance No. 36-14 adopting the 2015 City Budget; and

WHEREAS, no funds were appropriated in the adopted budget for the purchase of property by the Industrial Development Fund; and

WHEREAS, the City has an opportunity to repurchase a valuable property and resolve any potential claims from Richland Triangle Limited Partners related to the termination of their option to purchase certain properties in the Horn Rapids Business Center and Industrial Park; and

WHEREAS, sufficient funds are available in the Industrial Development Fund unappropriated beginning fund balance to fully fund the purchase of the subject property; and

WHEREAS, this proposed increase in appropriations will enable the purchase of a 1.65 acre parcel located at the northwest corner of Kingsgate Way and First Street extended which will benefit the City's economic development plans; and

WHEREAS, the intent of this ordinance is to increase appropriations in the Industrial Development Fund to fully budget the purchase price and associated closing costs of the subject property; and

WHEREAS, a public hearing was held pursuant to RCW 35.33.091 on March 3, 2015, regarding the increase in appropriations from the unappropriated beginning fund balance in the Industrial Development Fund.

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

Section 1. Facts Constituting Emergency. The 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 Industrial Development Fund.

Section 3. Amendment of the 2015 Budget. The 2015 Budget is hereby amended to provide an additional appropriation to the Industrial Fund as follows:

Industrial Development

Current Appropriation:	\$915,353
Increase in Appropriation:	<u>\$ 65,000</u>
Amended Appropriation:	\$980,353

Section 4. 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: 03/03/2015

Agenda Category: Ordinances - Second
Reading/Passage

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 second reading and pass 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. A public hearing and first reading of the ordinance was given February 17, 2015. RES staff recommends that City Council pass Ordinance No. 04-15. 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 No. 04-15

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 multiphase 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 3rd day of March, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: March 8, 2015



COUNCIL AGENDA ITEM COVERSHEET

Council
Date: 03/03/2015

Agenda Category: Ordinances - Second
Reading/Passage

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 second reading and pass Ordinance No. 05-15, increasing the Capital Improvement Funds 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. No testimony was received for or against the proposal.

As required, a public hearing was held at Council's regularly scheduled meeting on February 17, 2014 to consider this proposal. No testimony was received for or against the 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. ORD 05-15

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 3rd day of March, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: March 8, 2015



COUNCIL AGENDA ITEM COVERSHEET

Council
Date: 03/03/2015

Agenda Category: Ordinances - Second
Reading/Passage

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 second reading and pass 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. This ordinance was tweaked slightly from the ordinance presented at first reading to give a more definitive effective date in conformance with state law.

Fiscal Impact:

None.

Attachments:

I. Proposed ORD 6-15

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 fourteenth day after 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 3rd day of March, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: March 8, 2015



COUNCIL AGENDA ITEM COVERSHEET

Council
Date: 03/03/2015

Agenda Category: Ordinances - Second
Reading/Passage

Key Element: Key 3 - Economic Vitality

Subject:

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

Department:	Ordinance/Resolution Number:	Document Type:
Community & Development Services	08-15	Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 08-15, approving a rezoning of property located at 1788 and 1790 Fowler Street

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.

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 No 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 3rd day of March, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: March 8, 2015

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

Cynthia D. Johnson
City Manager

Chep Gauntt, 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: _____

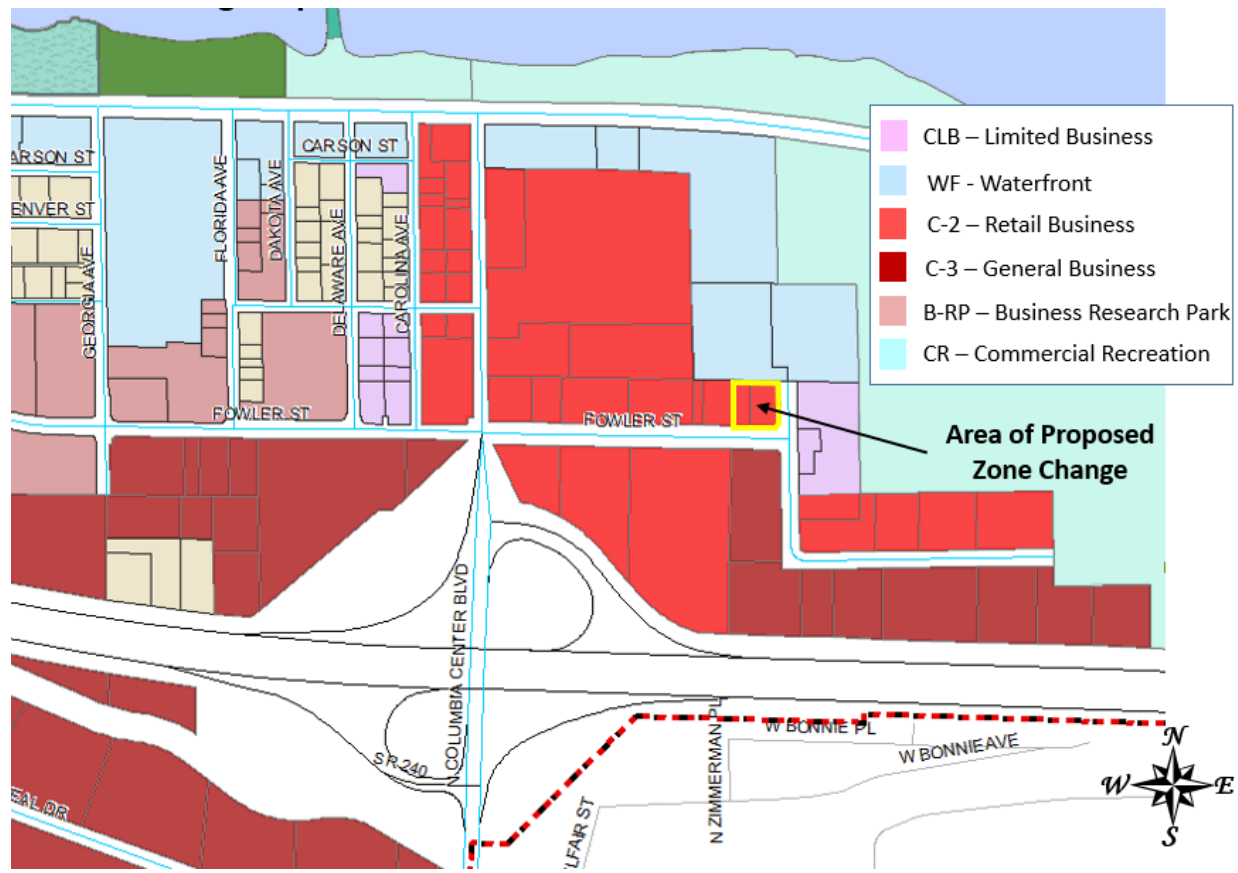
STATE OF WASHINGTON)

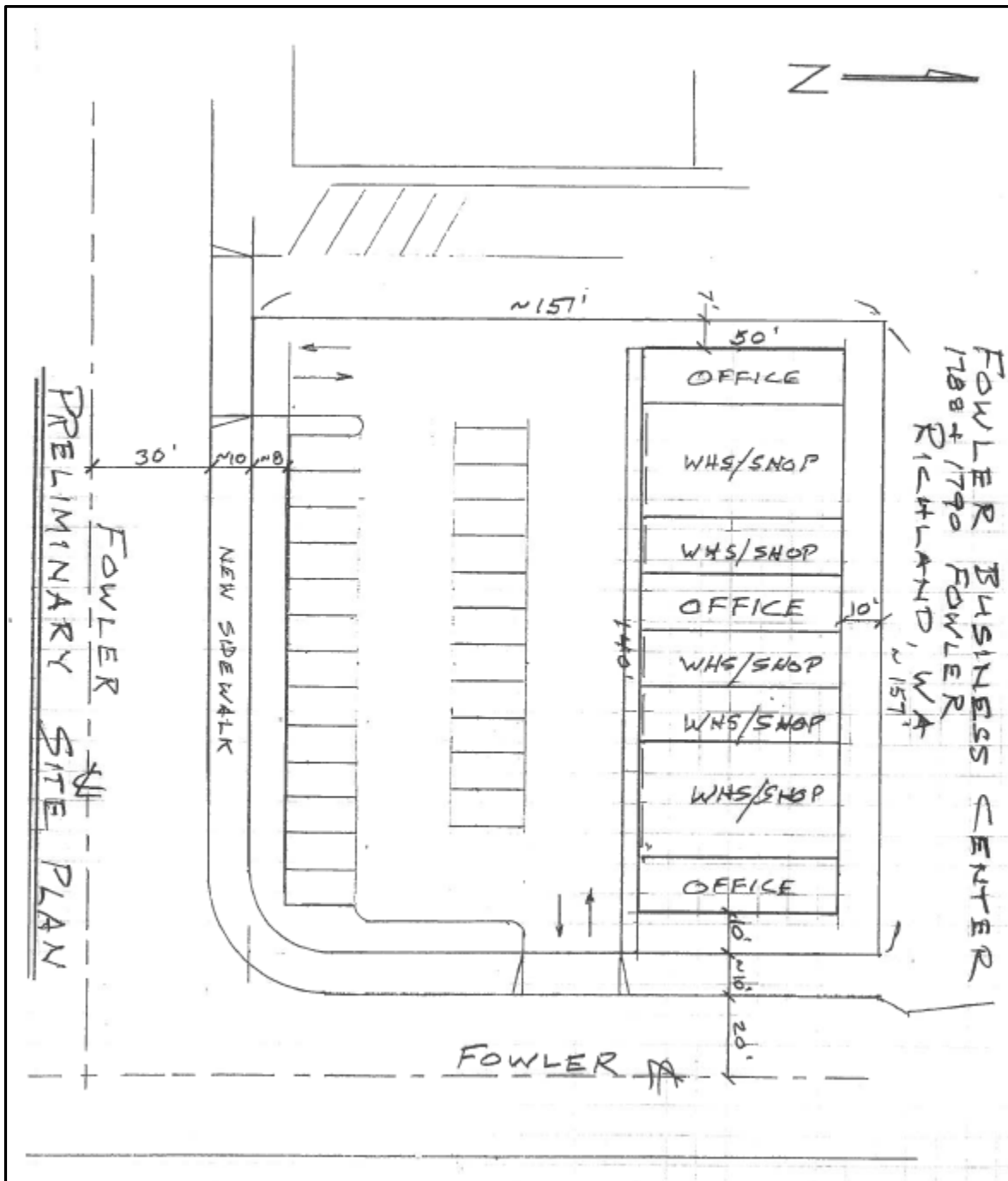
County of Benton)

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: _____





**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)

File No. Z2014-109

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

GAUNTT NW, LLC,

Applicant,

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

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

**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

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 required¹; 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 ¹ *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).

24 FINDINGS OF FACT, CONCLUSIONS AND
25 RECOMMENDATION RE: GAUNTT NW, LLC
APPLICATION TO REZONE A SITE LOCATED
26 WITHIN THE ISLAND VIEW SUBAREA FROM C-2
(RETAIL BUSINESS) TO C-3 (GENERAL
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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, LLC²;
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 ² Mrs. Gauntt (Kay), also appeared at the hearing, but chose not to provide substantive testimony.

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
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CITY HALL – 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

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 20th. *Exhibit 1.*

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GAUNTT NW, LLC
APPLICATION TO REZONE A SITE LOCATED
WITHIN THE ISLAND VIEW SUBAREA FROM C-2
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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;

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GAUNTT NW, LLC
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CITY HALL - 505 SWIFT BOULEVARD
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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.

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
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CITY HALL – 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

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-

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**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GAUNTT NW, LLC
APPLICATION TO REZONE A SITE LOCATED
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(RETAIL BUSINESS) TO C-3 (GENERAL
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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**
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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.

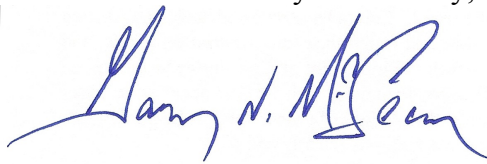
13. Approval of this rezone will not and does not constitute, nor does it imply any expectation of, approval of any administrative permit or subsequent reviews that may be required for project development on the site of the subject rezone, including without limitation design and construction of a building.

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 4th Day of February, 2015



Gary N. McLean
Hearing Examiner

FINDINGS OF FACT, CONCLUSIONS AND
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**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.

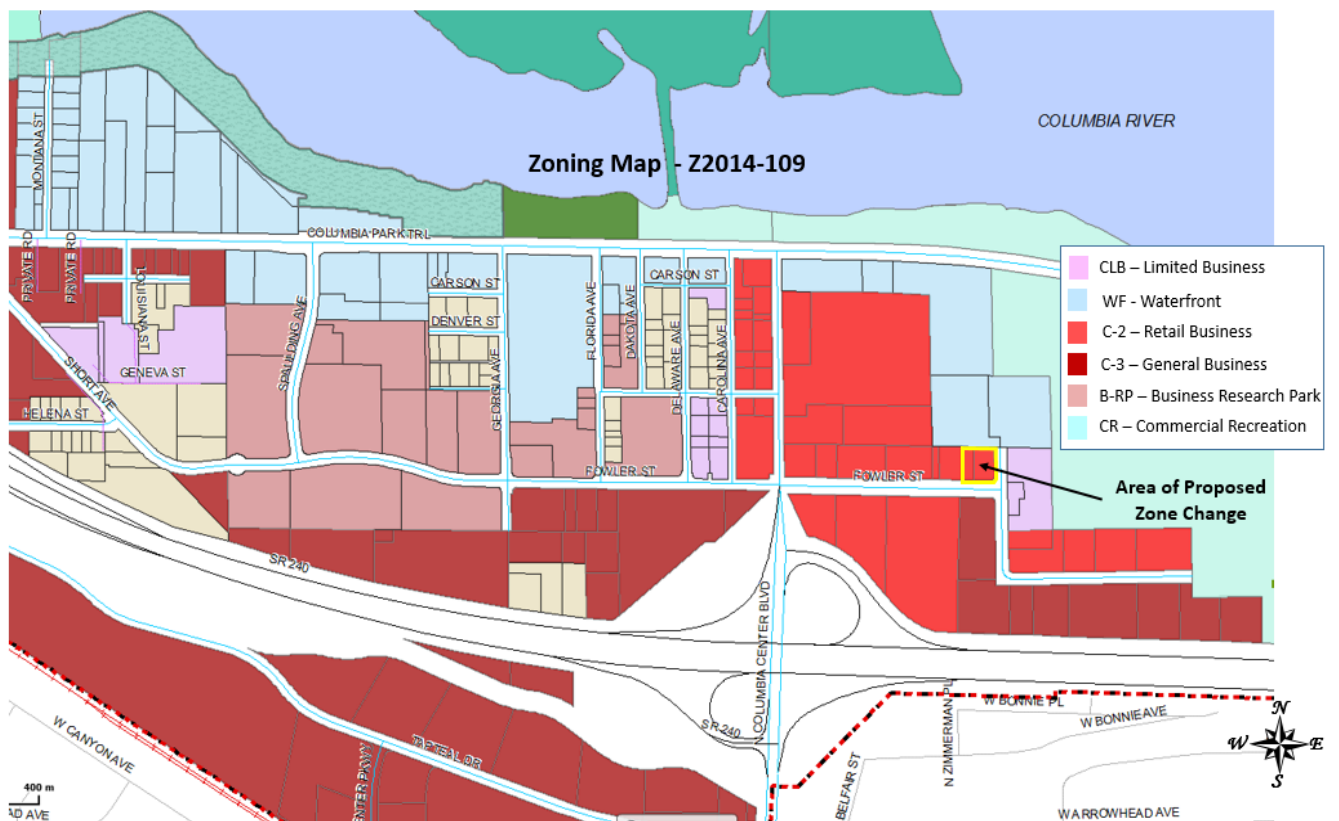


Figure 2 – Zoning Map

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:

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

	0 ft.	0 ft.
Building Height	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

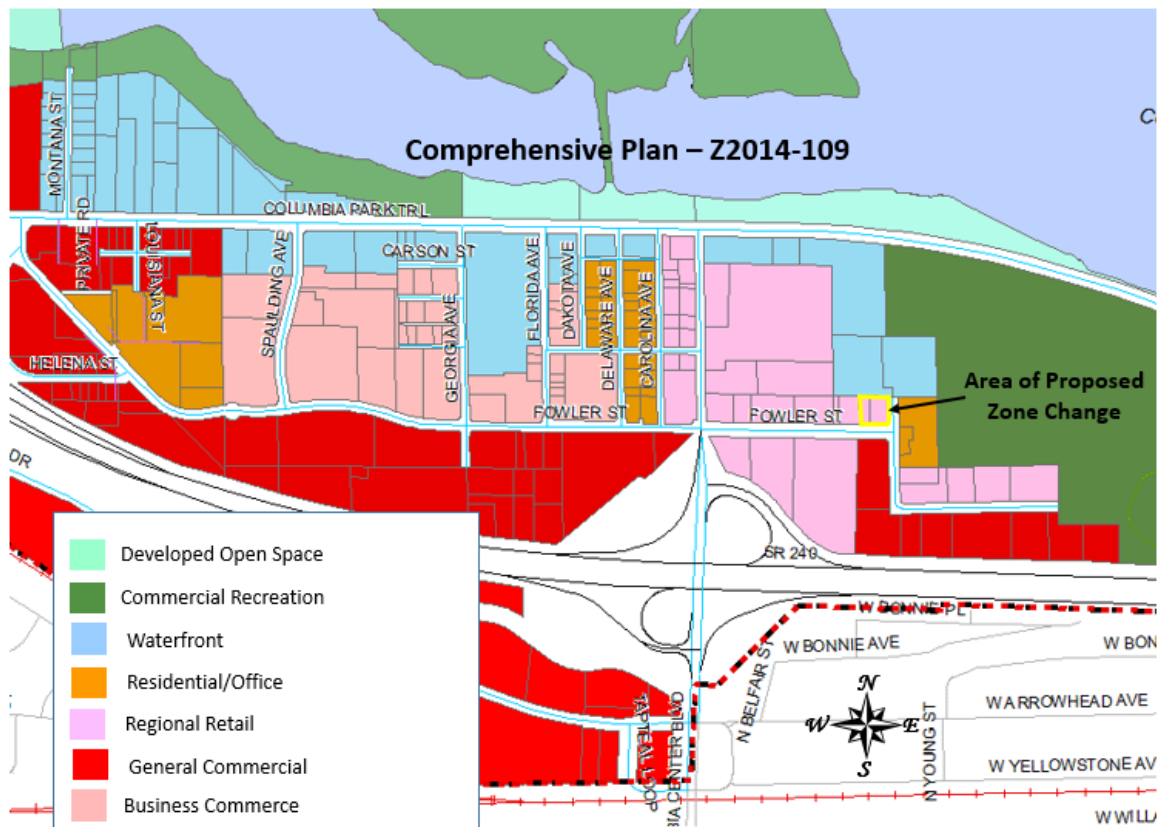


Figure 3 – Comprehensive Plan Map

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



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.

SECTION I – APPLICANT INFORMATION			
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).	
SECTION II – PROPERTY LOCATION AND GENERAL DESCRIPTION			
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 st Avenue and 2 nd 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			
SECTION III - CHANGE OF ZONE REQUEST			
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.			
SECTION IV – JUSTIFICATION			
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 & 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 20th DAY OF November, 2014.

Cheryl Gauntt
Applicant's Signature

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

Kay Gauntt
Applicant's Signature

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

FOR OFFICE USE ONLY

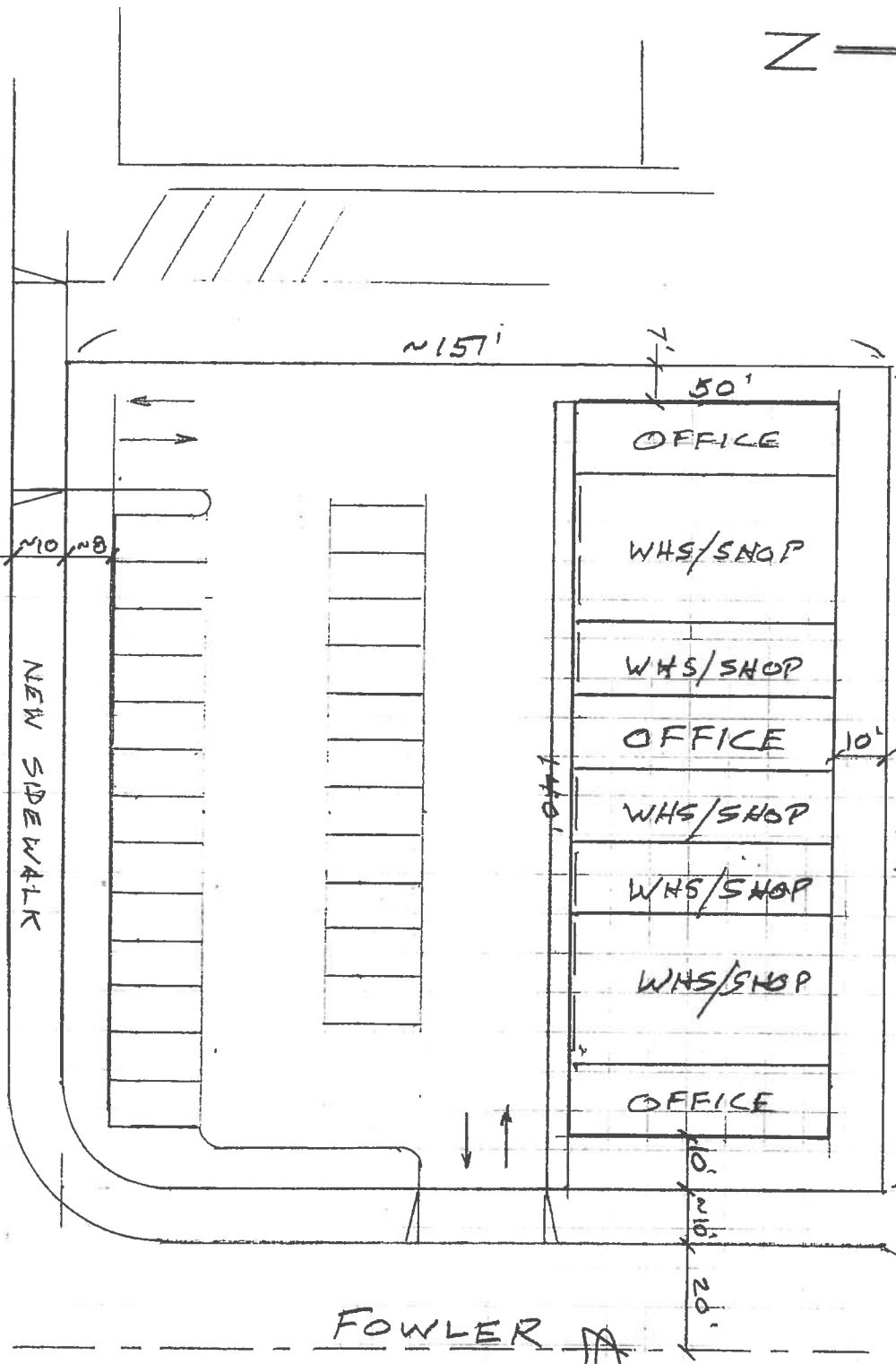
Date accepted for filing _____

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

FOWLER

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 ⁽²⁾;
 - 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
Agricultural Uses								
Raising Crops, Trees, Vineyards								P
Automotive, Marine & Heavy Equipment								
Automotive Repair – Major				P				
Automotive Repair – Minor		P	P	P	S			
Automotive Repair – Specialty Shop		S	P	P	S			
Automobile Service Station		P ¹	P ¹	P ¹	S ¹			
Auto Part Sales		P	P	P	S			
Boat Building				P				
Bottling Plants				P				P ²⁹
Car Wash-Automatic or Self Service		P ³	P ³	P ³	S ³			
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 ⁴				
Truck Rentals			P	P				
Truck Stop-Diesel Fuel Sales			S	P				
Truck Terminal				P				
Vehicle Leasing/Renting			P ⁵	P	S ⁵			
Vehicle Sales			P ⁵	P	S ⁵			
Warehousing, Wholesale Use				P				
Business and Personal Services								
Animal Shelter				S ⁶				
Automatic Teller Machines	P	P	P	P	P	P		P
Commercial Kennel				P ⁶				
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 ⁶				
Hospital/Clinic – Small Animal			S ⁶	P ⁶	P			
Laundry/Dry Cleaning, Com.				P	P ³⁰			
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 ⁷				
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
Food Service								
Cafeterias	A		A	A	A	A	A	
Delicatessen	P	P	P	P	P	P	P	P
Drinking Establishments		P ⁸	P	P	P	P	P	P
Micro-Brewery			P	P	P	P	P	P
Portable Food Vendors ²⁷	A ²⁸	A ²⁸	A ²⁸	A ²⁸	A ²⁸	A ²⁸	A ²⁸	A ²⁹
Restaurants/Drive Through		S ⁹	P ⁹	P ⁹	S ^{9, 10}	S ^{9, 10}		
Restaurants/Lounge		P ⁸	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 ⁸	P	P	P	P	P	P
Wineries – Tasting Room		P ⁸	P	P	P	P	P	P
Industrial/Manufacturing Uses								
Laundry and Cleaning Plants				P				P ²⁹
Light Manufacturing Uses				P				P ²⁹
Warehousing and Distribution Facilities				P				P ²⁹

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	C-W
Wholesale Facilities & Operations				P				P ²⁹
Wineries – Production				P				P
Office Uses								
Financial Institutions	P	P/S ²³	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 ²⁹
Office – Corporate	P		P	P	P	P		P ²⁹
Office – General	P	P	P	P	P	P		P ²⁹
Office – Research & Development	P		P	P	P			P ²⁹
Radio and Television Studios			P	P	P			
Schools, Commercial	P		P	P	P	P		
Schools, Trade			P	P	P			P ²⁹
Travel Agencies	P	P	P	P	P	P		
Public/Quasi Public Uses								
Churches	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P	P ¹¹		
Clubs or Fraternal Societies	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹		
Cultural Institutions	P ¹¹	P ¹¹	P ¹¹		P ¹¹	P ¹¹		P ¹¹
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 ¹²	P ¹²	P ¹²	P ¹²	P ¹²	P ¹²	P ¹²	P ¹²
Public Agency Buildings	P	P	P	P	P	P	P	
Public Agency Facilities	P ¹²	P ¹²	P ¹²	P ¹²	P ¹²	P ¹²	P ¹²	P ¹²
Public Campgrounds				S			S	
Public Parks	P	P	P	P	P		P	P
Schools	P ¹³	P ¹³	P ¹³	P ¹³	P ¹³	P ¹³		
Schools, Alternative	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴			
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
Recreational Uses								
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 ⁸	P	P	P	P	P	
Commercial Recreation, Outdoor			P	P		P	P	
House Banked Card Rooms				P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	
Recreational Vehicle Campgrounds				S ¹⁶			S ¹⁶	
Recreational Vehicle Parks				S ¹⁷			S ¹⁷	
Stable, Public				S ¹⁸				
Theater		P ⁸	P	P	P	P	P	P
Residential Uses								
Accessory Dwelling Unit		A	A	A	A	A		A
Apartment, Condominium (3 or more units)	P		P ¹⁹		P	P		

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	C-W
Assisted Living Facility	P		P		P ¹⁹	P		
Bed and Breakfast	P	P	P	P	P	P	P	P
Day Care Center	P ²⁰	P ²⁰	P ²⁰	P ²⁰	P ²⁰	P ²⁰		
Dormitories, Fraternities, & Sororities	P				P	P		
Dwelling, One Family Attached						P ²⁶		
Dwelling, Two-Family Detached						P		
Dwelling units for a resident watchman or custodian				A				P ²⁹
Family Day Care Home	P ²⁰					P ²⁰		
Houseboats						P	P	
Hotels or Motels	P		P	P	P	P	P	P
Nursing or Rest Home	P		P		P ¹⁹	P		
Recreational Club	A				A	A		
Senior Housing	P				P ¹⁹	P		
Temporary Residence	P ²¹	P ²¹	P ²¹	P ²¹	P ²¹	P ²¹		P
Retail Uses								
Adult Use Establishments				P ²²				
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 ²³	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
Miscellaneous Uses								
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 ²⁴				
On-site Hazardous Waste Treatment & Storage	A	A	A	A	A	A	A	A
Outdoor Storage		A ²⁵	A ²⁵	P ²⁵				

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 ²⁹

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 ¹⁴	20	45 ¹	0 ²	0 ²	CBD, Parkway, Uptown Districts: 0 min. – 20 max. ^{3, 11, 13} Medical District: 0 min,	Note 4,5	Note 4	20
Minimum Side Yard Setback	0 ⁶	0 ⁷	None	None	0 ^{6,8}	0 ^{5,9}	0	0 ^{6,8}
Minimum Rear Yard Setback	0 ^{6,8}	0 ⁷	None	None	0 ^{6,8}	0 ^{5,8,10}	0	0 ^{6,8}
Maximum Building Height ¹⁴	55 ¹¹	30	80	80	CBD – 110 Medical – 140 Parkway – 50 Uptown - 50	35/ 55 ¹²	35/ 55 ¹²	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

¹ 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.

² 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.

³ 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.

⁵ In the case of attached one-family dwelling units, setback requirements shall be as established for attached dwelling units in the Medium Density Residential Small Lot (R-2S) zoning district. Refer to Section 23.18.040.

⁶ 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.

⁷ Side yard and rear yard setbacks are not required except for lots adjoining a residential development, residential district, or a street. Lots adjoining either a residential development or residential district shall maintain a minimum 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.

⁸ 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.

⁹ 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.

¹¹ Commercial developments such as community shopping centers or retail centers over 40,000 square feet in size and typically focused around a major tenant, such as a supermarket grocery, department store or discount store, and supported with smaller “ancillary” retail shops and services located in multiple building

configurations, are permitted front and street side maximum setback flexibility for the largest building. Maximum 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).

¹² All buildings that are located in both the Waterfront (WF) district and that fall within the jurisdictional limits of the Shoreline Management Act shall comply with the height limitations established in the Richland Shoreline Master Program (RMC Title 26). Buildings in the WF district that are not subject to the Richland Shoreline Master Program shall not exceed a height of 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.

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

¹⁴ The Medical, Uptown and Parkway Districts of the CBD zoning district are established as shown by Plates 23.22.040 1, 2 and 3. (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



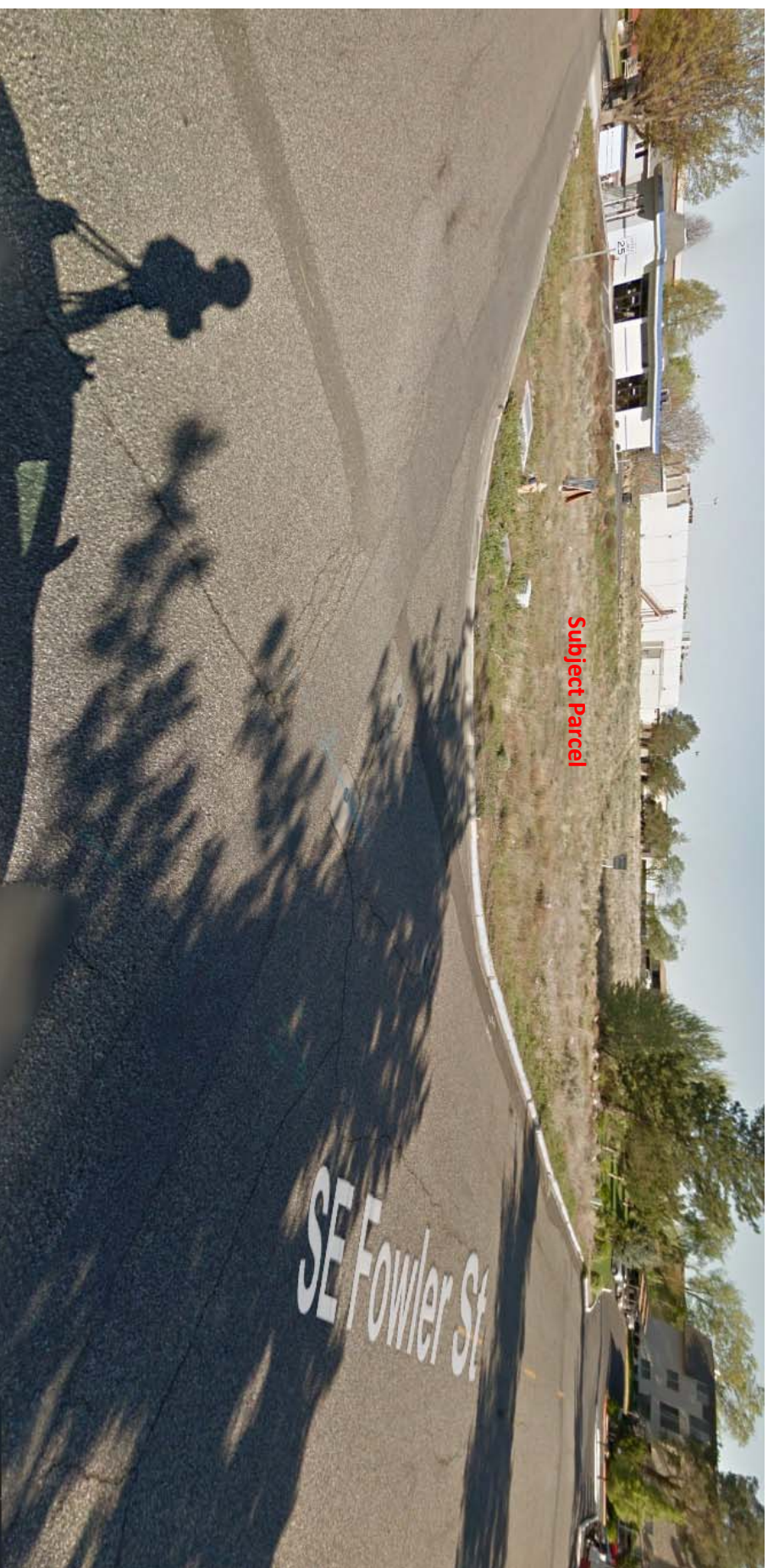
CBD - THE PARKWAY DISTRICT

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



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)



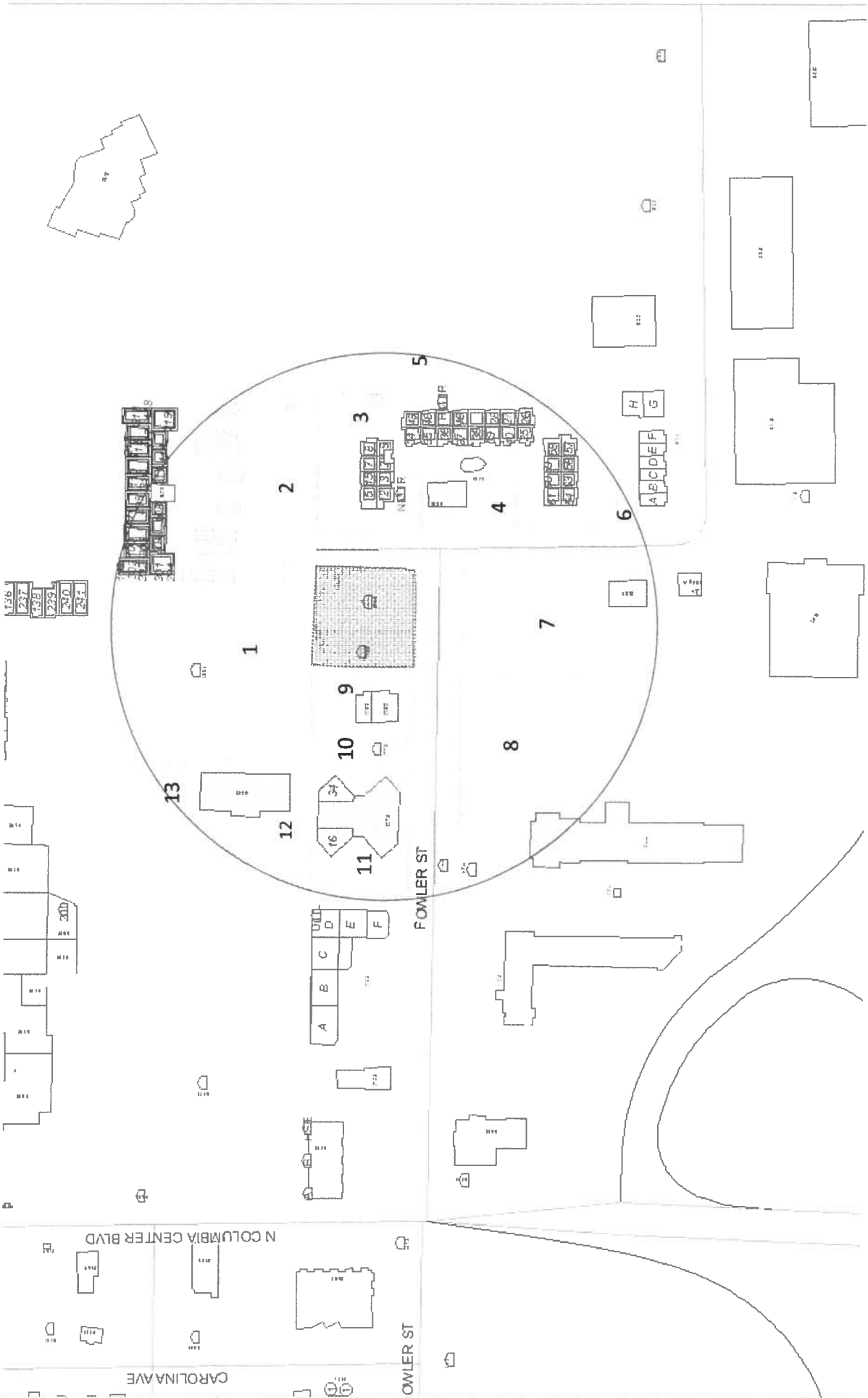
CITY OF RICHLAND
NOTICE OF APPLICATION
(Z2014-109)

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.

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 19th 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 19th 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 15th 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.

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, Manager of the City of Richland, LC on November 25, 2014 filed an application to change the zoning on two parcels totaling .54 acres from C-2 Retail Business to R-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 PM 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.

Samantha Wilder

SUBSCRIBED AND SWORN BEFORE ME

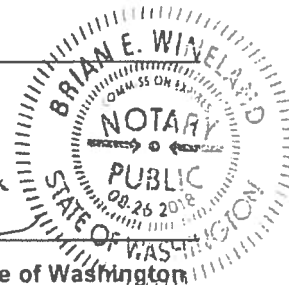
THIS 05 Day Of Jan, 2015

[Signature]

Notary public in and for the State of Washington

residing at Kennewick

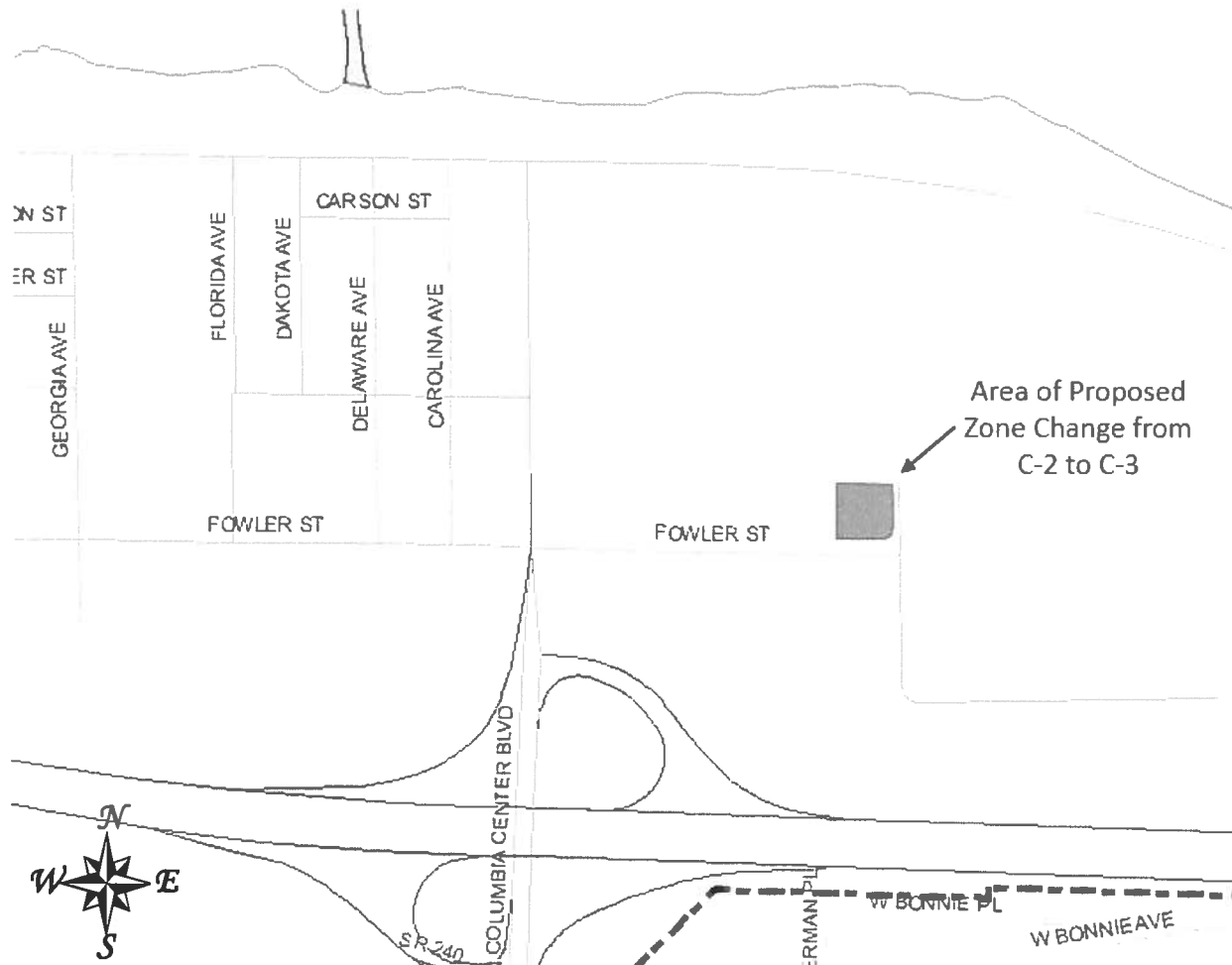
COMMISSION EXPIRES 08/27/2016



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 15th 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.

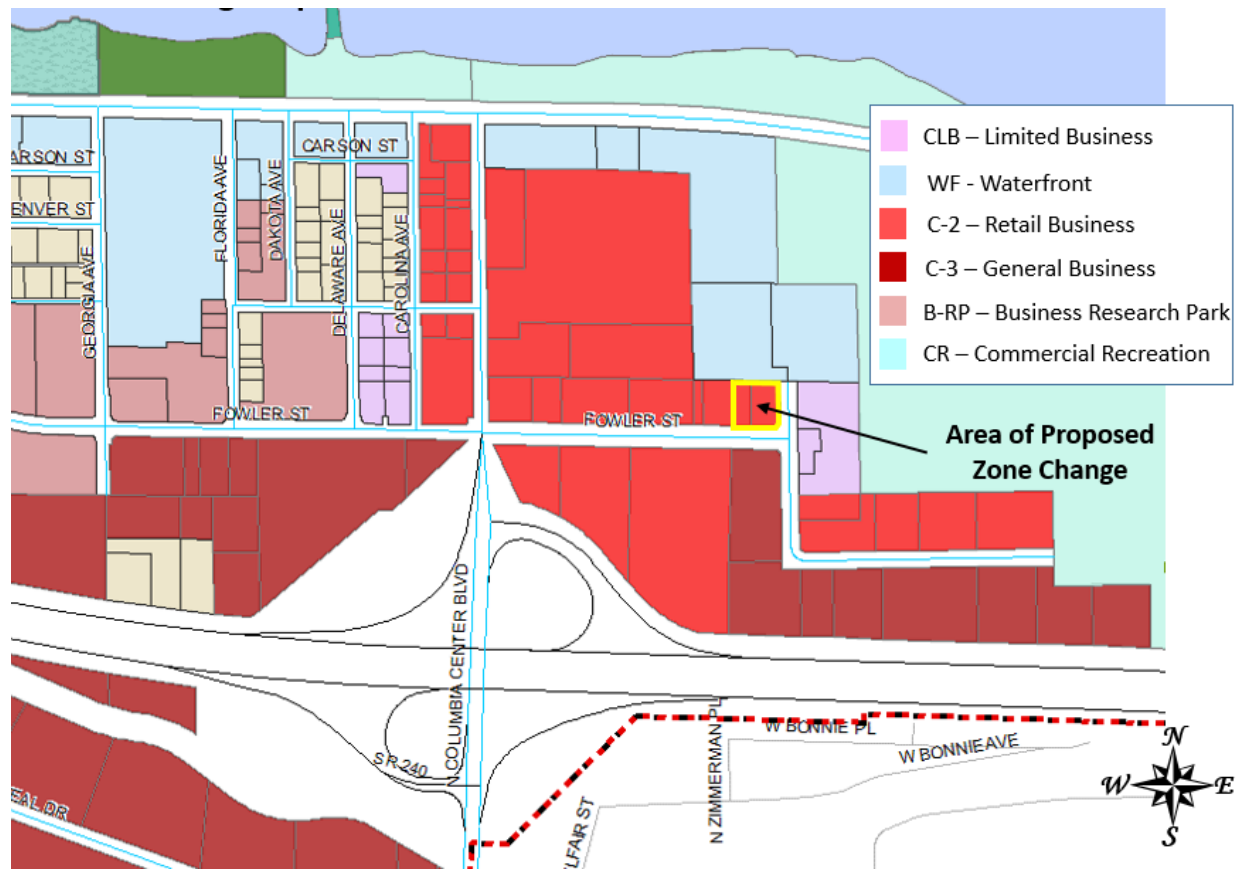
NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My Commission Expires: _____

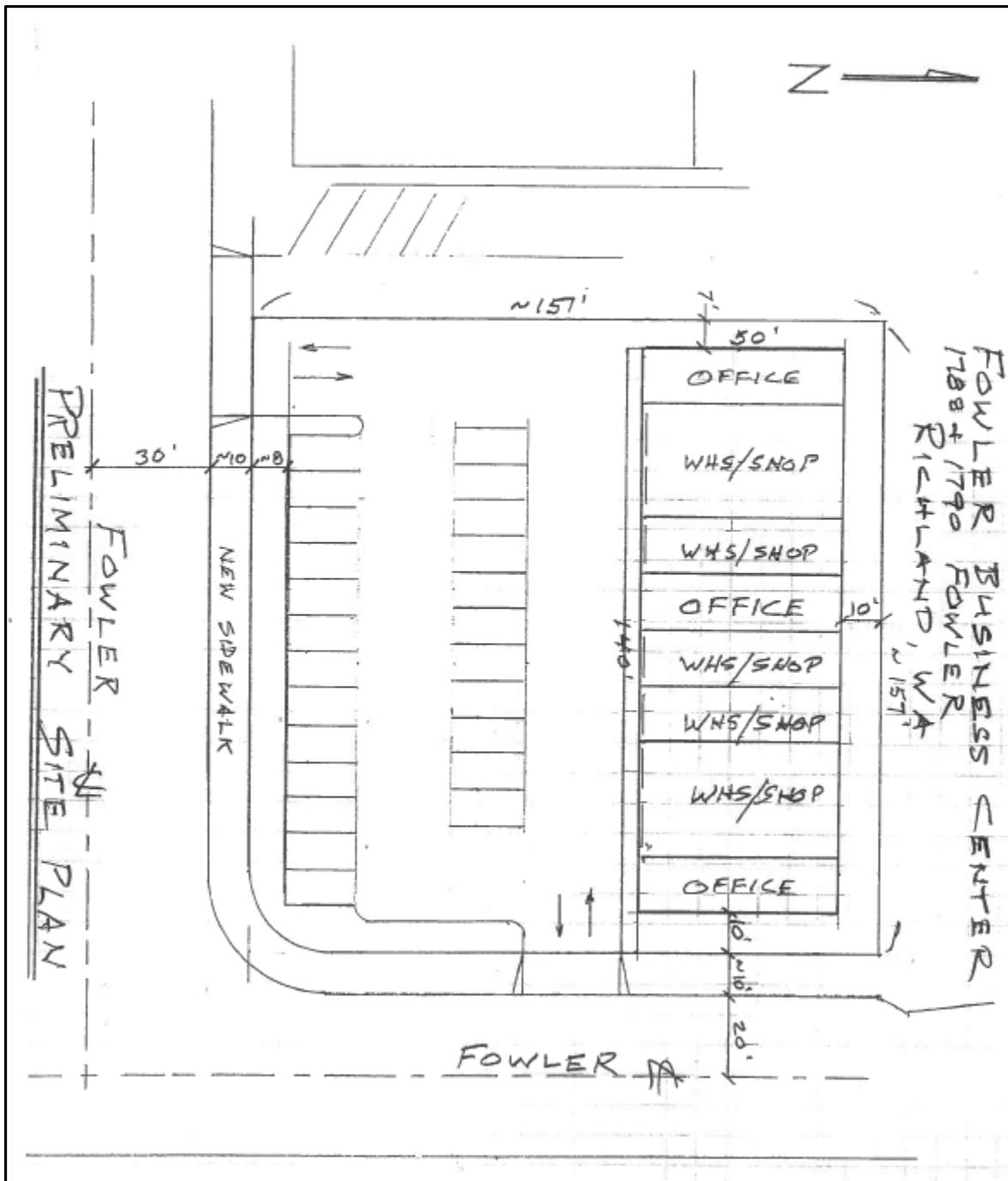
STATE OF WASHINGTON)
:
County of Benton)

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: 03/03/2015

Agenda Category: Ordinances - Second
Reading/Passage

Key Element: Key 6 - Community Amenities

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

Department:
Parks & Public Facilities

Ordinance/Resolution Number:
09-15

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 09-15, authorizing the City Manager to amend the 2015 budget to provide for additional appropriations as a result of unanticipated revenues in the General Fund and Parks Project Fund Budgets.

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.

Fiscal Impact:

Revenue from park amenities, trees, coffee at RCC, scholarships, recreation programming, and sponsorships is expected to be \$27,875. Revenue from court ordered restitution and property damage 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 3rd day of March, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: March 8, 2015



COUNCIL AGENDA ITEM COVERSHEET

Council
Date: 03/03/2015

Agenda Category: Ordinances - Second
Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

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

Department:
City Attorney

Ordinance/Resolution Number:
10-15

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 10-15, amending Chapter 2.20, Code Enforcement Board, of the Richland Municipal Code.

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. Council approved first reading of Ordinance 10-15 at its regularly scheduled council meeting on February 17, 2015. No exceptions were taken.

Fiscal Impact:

None

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: 03/03/2015

Agenda Category: Ordinances - Second
Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

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

Department:
Parks & Public Facilities

Ordinance/Resolution Number:
11-15

Document Type:
Ordinance

Recommended Motion:

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

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.

Fiscal Impact: None

Attachments:

I. 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 3rd day of March, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: March 8, 2015



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 29-15, Amending the Land Use and Development Regulations Governing the Badger Mountain South Master Planned Community

Department:

Community & Development Services

Ordinance/Resolution Number:

29-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 29-15, Amending the Land Use and Development Regulations Governing the Badger Mountain South Master Planned Community

Summary:

Resolution No. 29-15 would adopt the amendments to the Land Use and Development Regulations (LUDR) that presently guide the development of the Badger Mountain South Master Planned Community. The Planning Commission worked with the representatives of Nor Am Investments, LLC over the course of several months to review the proposed changes, which are needed to help stimulate development of the Badger Mountain South community. The changes to the LUDR still retain the original intent and purpose of the original document to promote the development of a walkable and sustainable community.

The LUDR document is too large a file to include in the Council packet, but was previously distributed to the Council at their workshop on January 27, 2015. Hard copies are available to the public at the City Clerk's office and in the Planning office.

Fiscal Impact:

None

Attachments:

I. I. Resolution No. 29-15

RESOLUTION NO. 29-15

A RESOLUTION of the City of Richland authorizing amendments to Land Use and Development Regulations that are in place to guide the development of the Badger Mountain South Master Planned Community.

WHEREAS, RCW 36.70B.170-200 authorizes the City to enter into development agreements by resolution or ordinance that set forth the development standards and other provisions that shall apply to and govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement; and

WHEREAS, the City previously entered into a Master Agreement with Nor Am Investment LLC, through the adoption of Resolution No. 77-10 to govern the development of Badger Mountain South, a master planned community of 1480 acres located within the City of Richland that include an Exhibit C known as the Land Use and Development Regulations (LUDR) for the Badger Mountain South Master Planned Community; and

WHEREAS, the intent of the proposed Master Agreement is to (1) further the goals and policies of the City's comprehensive plan; (2) provide mechanisms to assure that the public health and safety is protected while having growth pay for growth; (3) provide adequate space for elementary and middle schools so that the affected school districts can place schools in the areas in which the need will be generated; (4) create a new tourist destination and freeway oriented development to capture additional tax revenue for the City; (5) provide for public investment to stimulate the economy while assuring that development occurs in a financially responsible manner that does not adversely impact the City's financial integrity; (6) stimulate economic development within the City by creating areas for business development and expansion; (7) create a viable walkable community with standards designed to meet sustainability goals; (8) provide a broad range of housing types; (9) provide recreational opportunities within close proximity to housing; (10) provide for expedited permit processing while assuring adequate public input and mitigation of environmental impacts and (11) provide flexibility in uses and timing of development to accommodate market trends and conditions; and

WHEREAS, the Planning Commission held a public hearing to consider proposed changes to the Land Use and Development Regulations (LUDR) for the Badger Mountain South master planned community on January 14, 2015, and recommended approval of the proposed LUDR amendments; and

WHEREAS, the City Council held a legally advertised public hearing to consider the proposed amendments to the LUDR on March 3, 2015; and

WHEREAS, the City Council and Nor Am Investment LLC both recognize that changes to the LUDR are necessary and desirable to provide additional flexibility and choice for potential home builders and to provide relief from some standards that have resulted in increased development costs;

WHEREAS, the City Council finds that the proposed amendments to the LUDR do not detract from the overall intent or purpose of the agreement and the LUDR: and

WHEREAS, the Final Supplemental Environmental Impact Statement for the Badger Mountain Subarea Plan, dated August 23, 2010 has been adopted in fulfillment of the provisions of the State Environmental Policy Act.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City Council accepts the proposed changes to the Badger Mountain South Land Use and Development Regulations as presented to the Richland Planning Commission on January 14, 2015, and including those modifications as recommended by staff.

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

PASSED by the City Council of the City of Richland at a regular meeting on the 3rd day of March, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 34-15, Authorizing the City Manager to Sign and Execute an Agreement with Accelerated Construction and Excavating LLC for Construction of the Hains Avenue Water Service Replacement Project

Department:
Public Works

Ordinance/Resolution Number:
34-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 34-15, authorizing the City Manager to sign and execute an agreement with Accelerated Construction and Excavating LLC for \$144,535.74 for construction of the Hains Avenue Water Service Replacement project and approve the proposed construction budget.

Summary:

The 2015 Slurry Seal project includes Hains Avenue between George Washington Way and Van Giesen Avenue. In preparation for the slurry seal project, the various streets included were reviewed for underground utility upgrade needs. It is preferred to complete the underground upgrades prior to the surface treatment. This section of Hains Avenue has had multiple water service lines repairs completed by the City's water department and has also been previously scheduled for a repair project but has been delayed due to budget constraints and higher priority projects.

Hains Avenue currently has an 8 inch AC water main with galvanized service lines installed in the later 1970's when the 36 inch water transmission main was installed. These galvanized services are deteriorating and causing leaks which the water department has had to fix (multiple services in the last few years). This project will replace the remaining galvanized services with new copper services and install new water meter setters. A total of 40 services are proposed to be replaced. A 15% contingency is identified in this project budget due to the risk associated with the missile/boring item in the contract. If missiling is successful it is much cheaper that open trench installation but occasionally ground conditions don't allow for missiling.

On February 23, 2015 5 bids were received with the high of \$261,697.50 and the low of \$144,535.74. Engineer's estimate for the project is \$167,242.91.

Construction should start mid to late March and continue until mid to late May.

Fiscal Impact:
Yes

The total estimates cost for this project, including engineering and construction contingency is \$180,216. There is currently \$390,916 available in the Water Distribution System Repair and Replacement budget.

Attachments:

1. 1) RES 34-15 Hains Water Service Bid Award
2. 2) Hains Water Service Bid Tab
3. 3) Hains Water Service Vicinity Map



RESOLUTION NO. 34-15

A RESOLUTION of the City of Richland authorizing the award of bid and execution of a construction contract to Accelerated Construction & Excavating LLC., for the 2015 Hains Avenue Water Service Replacement.

WHEREAS, the 2014–2030 Capital Improvement Plan includes a fully-funded project titled the Distribution System Repairs & Replacement; and

WHEREAS, City staff has completed all project development and design work required to advance the project to construction; and

WHEREAS, City staff solicited bids in accordance with the City's purchasing policies, receiving and opening five (5) bids on February 23, 2015; and

WHEREAS, Accelerated Construction & Excavating LLC submitted the lowest responsible bid of the five (5) received; and

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

WHEREAS, it is in the City's best interest to proceed to complete the project in accordance with the Capital Improvement Plan, project design and the lowest responsible bid; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to:

1. Sign and execute the 2015 Hains Avenue Water Service Replacement construction contract with Accelerated Construction and Excavating, LLC in accordance with their bid received on February 23, 2015; and
2. Direct Public Works Department staff to administer the construction contract and execute change orders as required fulfilling the design intent of the contract within the constraints of the approved budget.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 3rd day of March, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

City of Richland

DATE BIDS OPENED: February 23, 2015	SB # 15-020 PW
HAINS AVENUE WATER SERVICE REPLACEMENT	

				ENGINEER'S ESTIMATE		ACCELERATED CNST & EXC PLUMMER, ID		ALLSTAR CNST GROUP INC RICHLAND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE A - WATER									
A1	Mobilization.	1	LS	\$10,000.00	10,000.00	6,000.00	6,000.00	1,599.00	1,599.00
A2	SPCC plan.	1	LS	500.00	500.00	250.00	250.00	555.00	555.00
A3	TESC.	1	LS	1,000.00	1,000.00	300.00	300.00	1,840.00	1,840.00
A4	Site restoration.	1	LS	10,000.00	10,000.00	11,000.00	11,000.00	30,311.00	30,311.00
A5	Project temporary traffic control.	1	LS	10,000.00	10,000.00	3,500.00	3,500.00	2,731.00	2,731.00
A6	Flaggers & spotters.	60	HR	45.00	2,700.00	50.00	3,000.00	54.62	3,277.20
A7	Cut and cap existing service line.	1	EA	300.00	300.00	210.00	210.00	576.00	576.00
A8	1" street service tap on 8 in ac main.	4	EA	450.00	1,800.00	500.00	2,000.00	1,527.71	6,110.84
A9	1" street service assembly.	40	EA	375.00	15,000.00	500.00	20,000.00	330.86	13,234.40
A10	1" street service line (Type K copper).	1,115	LF	12.50	13,937.50	15.00	16,725.00	29.46	32,847.90
A11	1" meter assembly.	40	EA	235.00	9,400.00	400.00	16,000.00	352.78	14,111.20
A12	1.25" house service line (Type HDPE).	830	LF	15.30	12,699.00	15.00	12,450.00	10.44	8,665.20
A13	1.25" house service line (Type HDPE) installation by missile or boring	700	LF	9.00	6,300.00	8.00	5,600.00	8.32	5,824.00
A14	1" house service line (Type K copper).	80	LF	12.50	1,000.00	20.00	1,600.00	15.27	1,221.60
A15	1" or 1.25" house service assembly.	40	EA	250.00	10,000.00	150.00	6,000.00	89.42	3,576.80
A16	Irrigation reconnection assembly.	9	EA	150.00	1,350.00	250.00	2,250.00	236.68	2,130.12
A17	Galvanized steel service line extension.	120	LF	15.00	1,800.00	15.00	1,800.00	11.50	1,380.00
A18	Galvanized steel service line assembly.	12	EA	125.00	1,500.00	100.00	1,200.00	84.27	1,011.24
A19	Imported pipe zone bedding.	2,145	LF	1.50	3,217.50	1.00	2,145.00	1.95	4,182.75
A20	Underground utility crossings - marked and unmarked.	13	EA	125.00	1,625.00	100.00	1,300.00	140.00	1,820.00
A21	Dig and verify.	5	EA	150.00	750.00	250.00	1,250.00	180.00	900.00
A22	Asphalt patching - (2" HMA & 6" CSTC).	700	SY	45.00	31,500.00	21.00	14,700.00	62.41	43,687.00
A23	Cement concrete sidewalk 4" thick (misc. locations).	127	SY	60.00	7,620.00	30.00	3,810.00	88.18	11,198.86
SCHEDULE A - WATER SUBTOTAL					\$153,999.00	\$133,090.00		\$192,791.11	
8.6% SALES TAX					13,243.91	11,445.74		16,580.04	
SCHEDULE A - WATER TOTAL					\$167,242.91	\$144,535.74		\$209,371.15	
GRAND TOTAL					\$167,242.91	\$144,535.74		\$209,371.15	

City of Richland

DATE BIDS OPENED: February 23, 2015	SB # 15-020 PW
HAINS AVENUE WATER SERVICE REPLACEMENT	

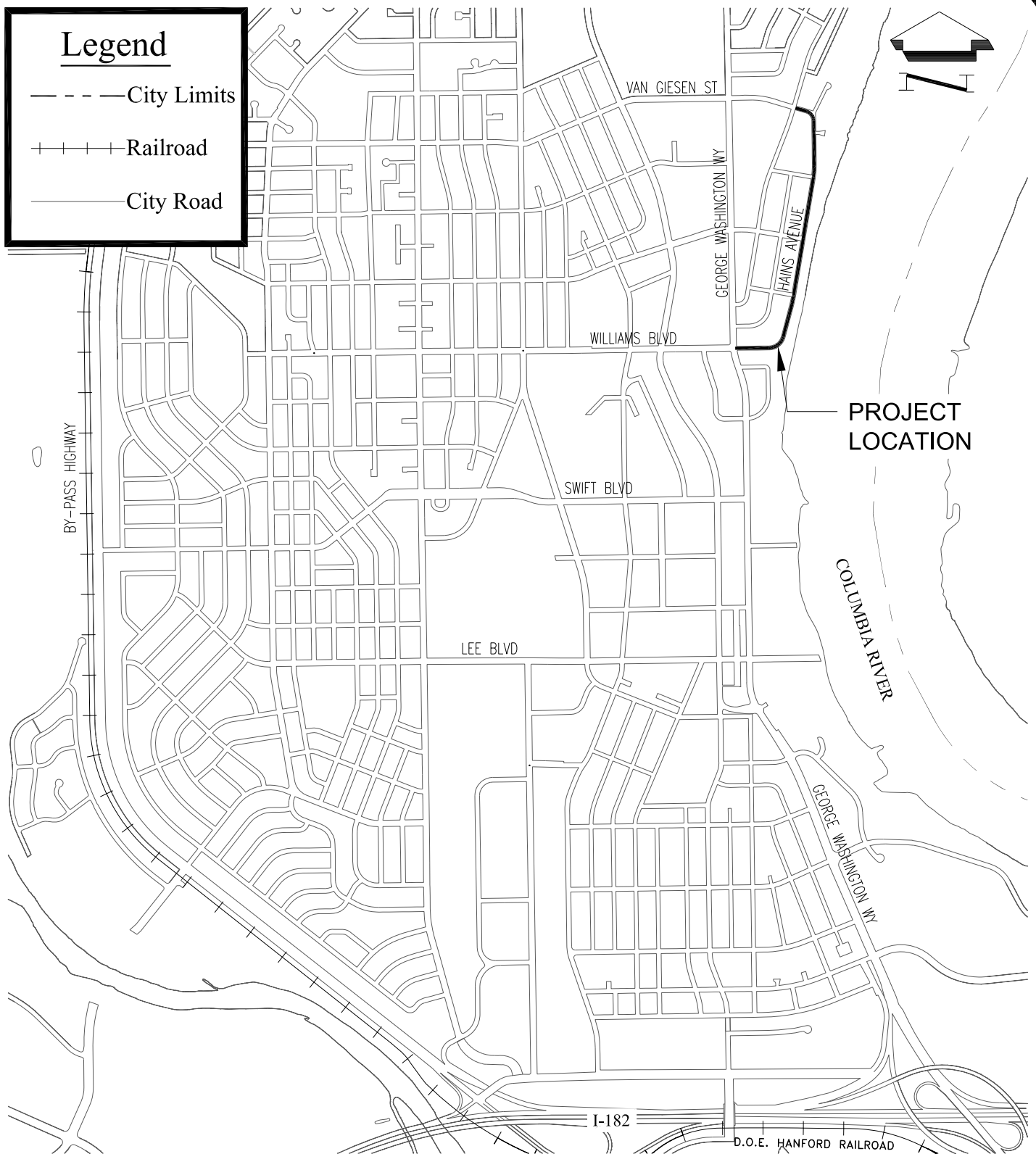
				KBEC LLC RICHLAND, WA		POW CONTRACTING PASCO, WA		CULBERT CNST INC PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE A - WATER									
A1	Mobilization.	1	LS	19,180.26	19,180.26	8,275.00	8,275.00	23,835.10	23,835.10
A2	SPCC plan.	1	LS	708.14	708.14	250.00	250.00	169.09	169.09
A3	TESC.	1	LS	1,254.14	1,254.14	250.00	250.00	94.69	94.69
A4	Site restoration.	1	LS	13,119.66	13,119.66	15,000.00	15,000.00	41,964.12	41,964.12
A5	Project temporary traffic control.	1	LS	2,184.00	2,184.00	5,000.00	5,000.00	1,704.45	1,704.45
A6	Flaggers & spotters.	60	HR	3.17	190.20	45.00	2,700.00	-	-
A7	Cut and cap existing service line.	1	EA	156.73	156.73	500.00	500.00	498.24	498.24
A8	1" street service tap on 8 in ac main.	4	EA	690.50	2,762.00	550.00	2,200.00	451.52	1,806.08
A9	1" street service assembly.	40	EA	544.63	21,785.20	525.00	21,000.00	459.55	18,382.00
A10	1" street service line (Type K copper).	1,115	LF	28.66	31,955.90	12.50	13,937.50	27.30	30,439.50
A11	1" meter assembly.	40	EA	411.75	16,470.00	710.00	28,400.00	422.85	16,914.00
A12	1.25" house service line (Type HDPE).	830	LF	18.99	15,761.70	50.00	41,500.00	16.85	13,985.50
A13	1.25" house service line (Type HDPE) installation by missile or boring	700	LF	19.03	13,321.00	50.00	35,000.00	18.87	13,209.00
A14	1" house service line (Type K copper).	80	LF	23.69	1,895.20	25.00	2,000.00	32.98	2,638.40
A15	1" or 1.25" house service assembly.	40	EA	71.73	2,869.20	225.00	9,000.00	326.35	13,054.00
A16	Irrigation reconnection assembly.	9	EA	558.76	5,028.84	500.00	4,500.00	292.29	2,630.61
A17	Galvanized steel service line extension.	120	LF	22.78	2,733.60	25.00	3,000.00	17.90	2,148.00
A18	Galvanized steel service line assembly.	12	EA	164.01	1,968.12	150.00	1,800.00	131.78	1,581.36
A19	Imported pipe zone bedding.	2,145	LF	2.43	5,212.35	2.50	5,362.50	1.12	2,402.40
A20	Underground utility crossings - marked and unmarked.	13	EA	291.62	3,791.06	200.00	2,600.00	166.79	2,168.27
A21	Dig and verify.	5	EA	437.43	2,187.15	200.00	1,000.00	166.79	833.95
A22	Asphalt patching - (2" HMA & 6" CSTC).	700	SY	51.26	35,882.00	35.00	24,500.00	57.65	40,355.00
A23	Cement concrete sidewalk 4" thick (misc. locations).	127	SY	0.01	1.27	75.00	9,525.00	80.00	10,160.00
SCHEDULE A - WATER SUBTOTAL				\$200,417.72		\$237,300.00		\$240,973.76	
8.6% SALES TAX				17,235.92		20,407.80		20,723.74	
SCHEDULE A - WATER TOTAL				\$217,653.64		\$257,707.80		\$261,697.50	
GRAND TOTAL				\$217,653.64		\$257,707.80		\$261,697.50	

Legend

--- City Limits

++++ Railroad

— City Road



2015 HAINS AVENUE WATER SERVICE REPLACEMENT

(GEORGE WASHINGTON WY. TO HUNT AVE.)

SB 15 -020

DATE: 1-30-2015
DRAWN BY: LD
SCALE: NOT TO SCALE
CAD DWG: o:\civil_projects - civil 3d\2015 slurry seal_sow_cp0953\01_engineering\6.0_drawings\2015 slurry seal_utilities\2015 slurry seal_ult_cover.dwg



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 6 - Community Amenities

Subject:

Resolution No. 36-15, Authorizing the Preparation and Submittal of an Application to the Department of Natural Resources (DNR) for an Urban and Community Forestry Program Grant

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

36-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 36-15, authorizing the City Manager to sign and execute all documents necessary to apply to Department of Natural Resources (DNR) for grant funding.

Summary:

The Washington State Department of Natural Resources offers an Urban and Community Forestry Grant that provides matching state money to local governments. If successful, Richland will use the grant funding to replace the aging tree canopy in the By-Pass Shelterbelt in conjunction with a project to relocate and rebuild the trail consistent with the adopted By-Pass Shelterbelt Master Plan.

Fiscal Impact:

If the grant application is successful, an ordinance will be submitted for Council approval to increase appropriations to spend \$4,884 in grant proceeds. The grant match includes \$4,884 of local City funding to purchase trees, and the in-kind cash equivalent of crew time, equipment and volunteer hours. The local match to purchase trees will come from the Parks and Facilities Division annual operating budget.

Attachments:

I. RES NO. 36-15 DNR Grant Application

RESOLUTION NO. 36-15

A RESOLUTION of the City of Richland authorizing the preparation and submittal of a grant application to the Department of Natural Resources Urban and Community Forestry Program for the Bypass Highway Shelterbelt Park.

WHEREAS, The Department of Natural Resources offers competitive grants for Urban and Community Forestry programs; and

WHEREAS, the City of Richland is eligible to apply for these grants; and

WHEREAS, a Urban and Community grant would provide partial funding to enhance the tree canopy in the Bypass Shelterbelt Park; and

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

Section 1. The City Manager is authorized to make formal application to the Department of Natural Resources for an Urban and Community Forestry Program grant.

Section 2. Any grant assistance received will be used solely for the purpose stated in the grant application.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 3rd day of March, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 39-15, Vacating Short Plat No. 2115 in the Horns Rapids Business Park

Department:

Community & Development Services

Ordinance/Resolution Number:

39-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 39-15, vacating Short Plat No. 2115 in the Horn Rapids Business Park

Summary:

Resolution No. 39-15 would authorize the vacation of Short Plat No. 2115 in the Horn Rapids Business Park. This proposed vacation is the subject of a public hearing on this same agenda. The vacation would eliminate the existing lot boundaries and easements that were established by Short Plat No. 2115 and would provide for the re-division of the property in a manner that would be more conducive to the development of the Business Park.

Fiscal Impact:

None

Attachments:

I. Resolution No. 39-15

RESOLUTION NO. 39-15

A RESOLUTION of the City of Richland
vacating an existing short plat (Short Plat No. 2115)
located in the Horn Rapids Business Park, west of
Logston Boulevard and North of SR 240.

WHEREAS, the City of Richland is the owner of the approximately 5.2 acres that
have been divided into four lots that comprise Short Plat No. 2115 located within the
Horn Rapids Business Park; and

WHEREAS, Short Plat No. 2115 was created in 1994 and has remained
undeveloped since then; and

WHEREAS, City staff has determined that a reconfiguration of the lots within the
short plat would be advantageous for the future development of the site, which would require
a complete reconfiguration of lots, access roads and easement locations; and

WHEREAS, RCW 58.17.212 provides cities with the authority to vacate existing
subdivisions, including short plats, following a public hearing and a finding that such vacation
is in the public interest; and

WHEREAS, a public hearing was held before the Richland City Council March 3,
2015.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland
Washington that the City of Richland hereby vacates Short Plat No. 2115, as recorded on
October 17, 1994.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the
3rd day of March, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 40-15, Approving Phase I of the Clearwater Creek Final Plat

Department:

Community & Development Services

Ordinance/Resolution Number:

40-15

Document Type:

General Business Item

Recommended Motion:

Adopt Resolution No. 40-15, approving the first phase of the Clearwater Creek final plat

Summary:

In 2014, Hayden Homes applied for and received approval of a preliminary plat to divide a 131 acre site into 320 lots, several open space tracts and an elementary school site. Now, they are constructing the initial phase of the development, which is located immediately south of Claybell Park and west of the East Fork of the Amon Drainage. The Phase I project consists of the division of 27.9 acres into 29 single family lots averaging approximately 7,100 square feet each and a 13.6 acre school site. The applicants are in the process of constructing the infrastructure needed to serve the final plat and propose to bond for the completion of outstanding improvements.

Staff has reviewed the project to ensure compliance with the original conditions of approval attached to the project and recommends adoption of the attached Resolution No. 40-15.

Fiscal Impact:

Approval of this plat and ultimate development of homes on the new lots will enhance the value of the property and the resulting property tax revenues to the City. The City will also incur new expenses for maintenance of the infrastructure and services to future residents of this subdivision.

Attachments:

1. Resolution No. 40-15
2. Phase I - Clearwater Creek Map
3. Clearwater Creek Conditions of Approval

RESOLUTION NO. 40-15

A RESOLUTION of the City of Richland approving the final plat of Phase 1 of the Plat of Clearwater Creek subject to the conditions of approval of the Technical Advisory Committee Report, and adopting the findings of the Richland Planning Commission as the findings of the City Council.

WHEREAS, on, April 23, 2014, the Planning Commission held an open record public hearing to consider the preliminary plat application of the Clearwater Creek subdivision as submitted by Hayden Homes; and

WHEREAS, the Planning Commission recommended to the City Council that it conditionally approve the preliminary plat of Clearwater Creek; and

WHEREAS, the City Council held a closed record hearing on the proposed Heights at Meadow Springs preliminary plat application on June 3, 2014 to consider the recommendation of the Planning Commission and approved the preliminary plat request; and

WHEREAS, Phase1 of the Clearwater Creek plat, consisting of 29 lots has been constructed, subject to the posting of a bond to guarantee installation of all required improvements in accordance with the required conditions of approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland hereby approves the final plat of Phase 1 of the Plat of Clearwater Creek, a copy of which is attached and incorporated herein by reference, subject to the conditions of approval as contained in the City Council Notice of Decision, dated June 6, 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 3rd day of March, 2015.

DAVID W. ROSE
Mayor

ATTEST:

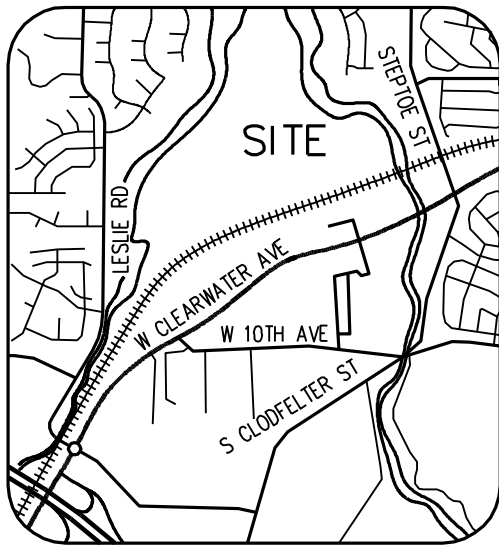
APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

THE FINAL PLAT OF
CLEARWATER CREEK PHASE 1

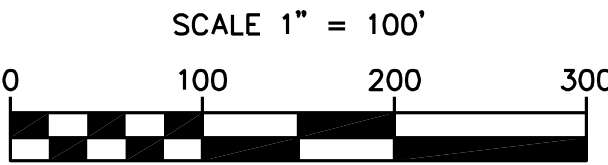
SEC. 01, T.8N., R.28E., W.M.,
CITY OF RICHLAND,
BENTON COUNTY, WASHINGTON



VICINITY SKETCH
NOT TO SCALE

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD DIRECTION
C1	61.54	530.00	6°39'09"	61.50'	S57°45'03"W
C2	23.75	15.00	90°42'47"	21.34'	S44°50'48"W
C3	172.68	475.00	20°49'45"	171.73'	S78°50'15"W
C4	33.84	1092.01	1°46'32"	33.84'	S23°04'46"E
C5	29.70	20.00	85°05'41"	27.05'	S43°03'26"E
C6	28.72	20.00	82°16'58"	26.32'	N26°57'16"E
C7	31.21	20.00	89°25'25"	28.14'	N67°11'33"W
C8	36.29	20.00	103°58'00"	31.51'	N35°31'33"E
C9	5.78	123.00	2°41'39"	5.78'	N88°51'22"E
C10	27.22	20.00	77°58'58"	25.17'	N60°18'33"W
C11	29.36	177.00	9°30'13"	29.33'	N85°27'05"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	18.32	N54°25'29"E
L2	5.62	N89°15'10"E
L3	28.19	N24°05'39"W
L4	96.00	N65°54'21"E
L5	16.19	S24°05'39"E
L6	46.15	N65°54'21"E
L7	73.00	S24°05'39"E
L8	34.15	S65°54'21"W
L9	19.22	S17°53'20"E
L10	67.90	S17°15'08"E
L11	18.12	N72°44'52"E
L12	126.95	S17°15'08"E
L13	47.03	N54°25'29"E
L15	18.97	N17°52'21"W
L16	32.31	S89°47'39"E
L17	23.47	S41°44'54"E
L18	34.00	S89°47'49"E
L19	161.00	S00°12'11"W
L20	14.01	N89°47'49"W
L21	161.00	S00°12'11"W
L22	55.00	N89°47'49"W



BASIS OF BEARING
RS#1-4525

EQUIPMENT USED
A THREE-SECOND TOTAL STATION
TOPCON RTK GPS

LEGEND

- = SET 5/8" REBAR W/ ORANGE PLASTIC CAP MARKED "STRATTON AAD 38021"
- AAD ● = FOUND 5/8" REBAR W/ ORANGE PLASTIC CAP MARKED "STRATTON AAD 38021"
- ⊙ = SET CASED BRASS CAP MARKED "38021"
- = FOUND AS INDICATED
- B.O.B. = BASIS OF BEARING

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2015 AT _____ MINUTES PAST _____ M., AND RECORDED IN VOLUME _____ OF PLATS PAGE _____, AT THE REQUEST OF AARON A. DYCK, P.L.S.

BENTON COUNTY AUDITOR INDEX NO. _____
DEPUTY FEE NO. _____

INDEX

1/4	SEC	T.	R.
	01	8N	28E

SURVEYOR'S CERTIFICATE:

I, AARON A. DYCK, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THE PLAT OF "CLEARWATER CREEK PHASE 1", AS SHOWN HEREON, IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED, AND THAT ALL COURSES AND DISTANCES ARE CORRECTLY SHOWN, AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

DATE _____

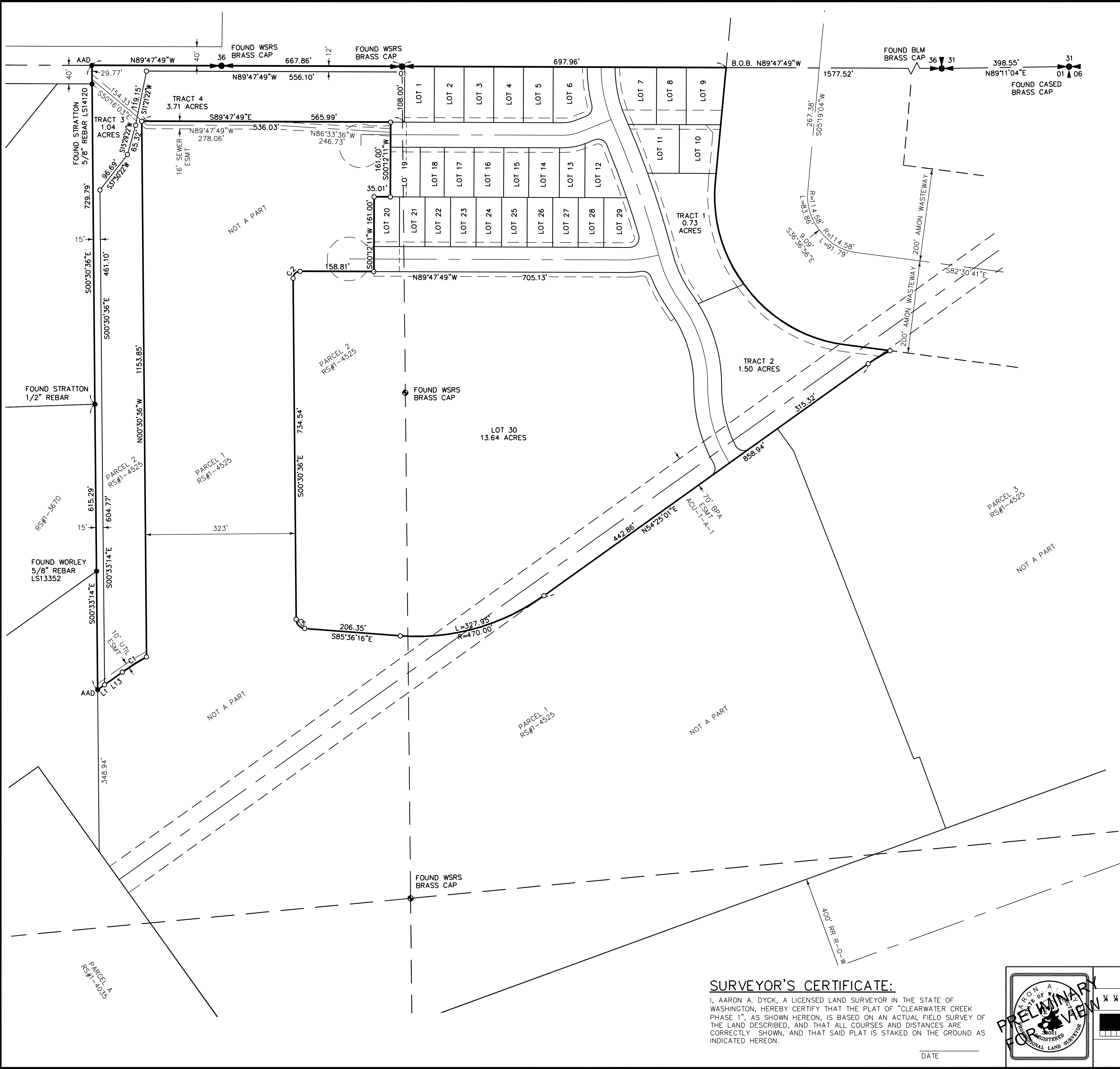


FINAL PLAT FOR

HAYDEN HOMES

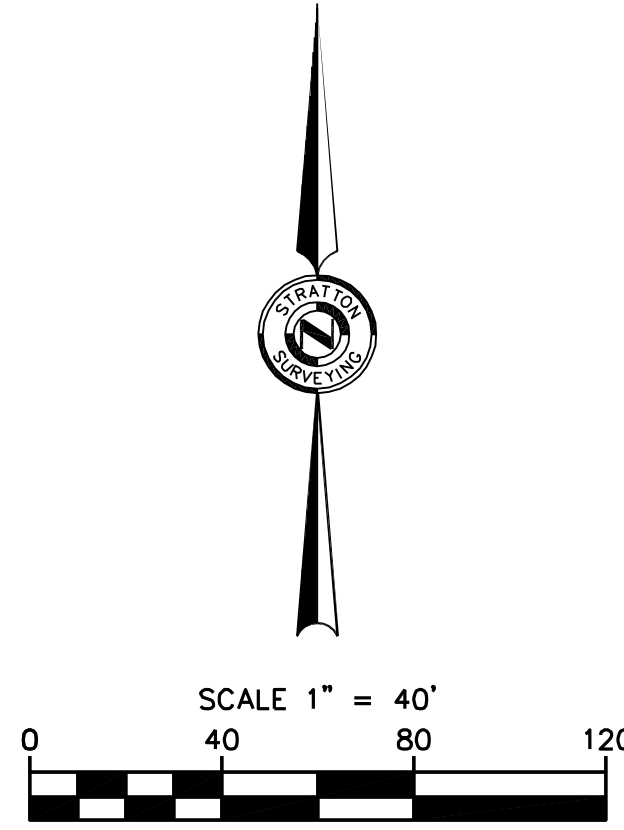
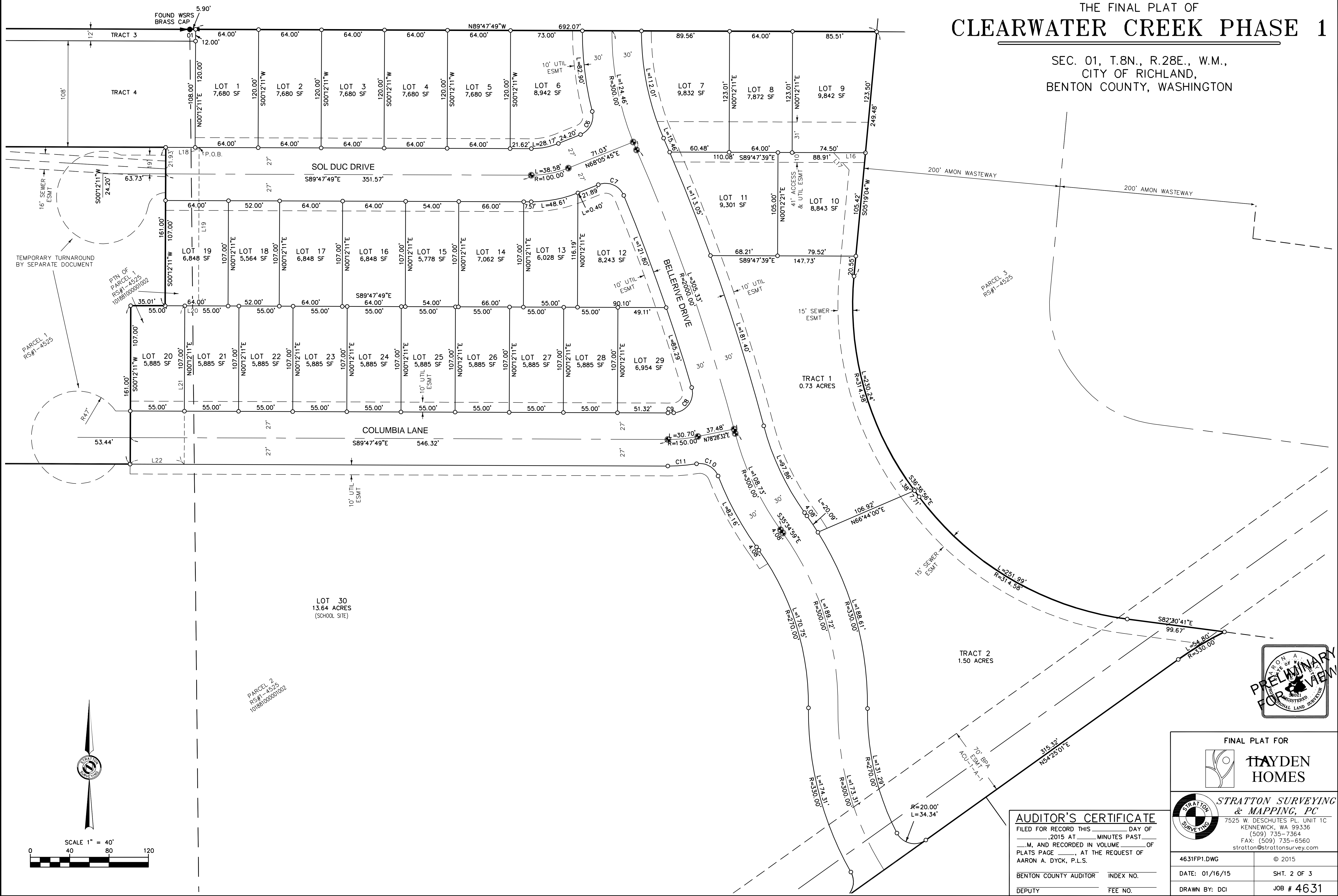
STRATTON SURVEYING & MAPPING, PC
7525 W. DESCHUTES PL. UNIT 1C
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
stratton@strattonsurvey.com

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DATE: 01/16/15	SHT. 1 OF 3
DRAWN BY: DCI	JOB # 4631



THE FINAL PLAT OF
CLEARWATER CREEK PHASE 1

SEC. 01, T.8N., R.28E., W.M.,
CITY OF RICHLAND,
BENTON COUNTY, WASHINGTON



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2015 AT _____ MINUTES PAST _____ M., AND RECORDED IN VOLUME _____ OF PLATS PAGE _____, AT THE REQUEST OF AARON A. DYCK, P.L.S.

BENTON COUNTY AUDITOR INDEX NO. _____
DEPUTY _____ FEE NO. _____

FINAL PLAT FOR
HAYDEN HOMES

STRATTON SURVEYING & MAPPING, PC
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KENNEWICK, WA 99336
(509) 735-7364
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stratton@strattonsurvey.com

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DATE: 01/16/15	SHT. 2 OF 3
DRAWN BY: DCI	JOB # 4631

THE FINAL PLAT OF
CLEARWATER CREEK PHASE 1

SEC. 01, T.8N., R.28E., W.M.,
CITY OF RICHLAND,
BENTON COUNTY, WASHINGTON

DEDICATION

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AND TRACTS AND THAT ALL STREETS, ROAD RIGHTS-OF-WAY, UTILITY EASEMENTS, SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC AND THAT THIS SUBDIVISION SHALL HEREAFTER BE KNOWN AND DESIGNATED BY THE NAME CLEARWATER CREEK PHASE 1.

RICHLAND 123 LLC, A WASHINGTON LIMITED LIABILITY COMPANY

SIGNED _____ TITLE _____ DATE _____

WASHINGTON TRUST BANK

SIGNED _____ TITLE _____ DATE _____

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF _____ TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____

NOTARY PUBLIC _____ MY APPOINTMENT EXPIRES _____

NOTARY STAMP
BLACK INK ONLY

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF _____ TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____

NOTARY PUBLIC _____ MY APPOINTMENT EXPIRES _____

NOTARY STAMP
BLACK INK ONLY

DESCRIPTIONS

(PTN. OF 101881000001001)
THAT PORTION OF PARCEL 1 OF THE RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 4525, LYING IN SECTION 1, TOWNSHIP 8 NORTH, RANGE 28 EAST, RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 1, THENCE THE FOLLOWING COURSES ALONG THE BOUNDARY LINE OF SAID PARCEL;
SOUTH 00°12'11" WEST 161.00 FEET;
NORTH 89°47'49" WEST 14.01 FEET;
SOUTH 00°12'11" WEST 161.00 FEET;
NORTH 89°47'49" WEST 55.00 FEET;
THENCE LEAVING SAID BOUNDARY LINE NORTH 00°12'11" EAST 161.00 FEET;
THENCE SOUTH 89°47'49" EAST 35.01 FEET;
THENCE NORTH 00°12'11" EAST 161.00 FEET TO THE NORTHERLY LINE OF SAID PARCEL;
THENCE SOUTH 89°47'49" EAST ALONG SAID LINE 34.00 FEET TO THE SAID POINT OF BEGINNING.

CONTAINS 14,329 SF / 0.33 ACRES

PARCEL 2 (101881000001002)
THAT PORTION OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 28 EAST, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION THENCE NORTH 89°47'49" WEST ALONG THE NORTHERLY LINE OF SAID SECTION 667.86 FEET;
THENCE SOUTH 00°30'36" EAST 729.79 FEET;
THENCE SOUTH 00°33'14" EAST 615.28 FEET;
THENCE NORTH 54°25'29" EAST 65.35 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 35°34'31" EAST 530.00 FEET, THENCE NORTHEASTERLY ALONG SAID CURVE 61.54 FEET;
THENCE NORTH 00°30'36" WEST 1153.85 FEET;
THENCE SOUTH 89°47'49" EAST 570.03 FEET;
THENCE SOUTH 00°12'11" WEST 161.00 FEET;
THENCE NORTH 89°47'49" WEST 14.01 FEET;
THENCE SOUTH 00°12'11" WEST 161.00 FEET;
THENCE NORTH 89°47'49" WEST 213.81 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS SOUTH 00°12'11" WEST 15.00 FEET, THENCE SOUTHWESTERLY ALONG SAID CURVE 23.75 FEET;
THENCE SOUTH 00°30'36" EAST 734.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS NORTH 89°29'24" EAST 20.00 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVE 29.70 FEET;
THENCE SOUTH 85°36'16" EAST 206.35 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS NORTH 04°23'44" EAST 470.00 FEET, THENCE NORTHEASTERLY ALONG SAID CURVE 327.95 FEET;
THENCE NORTH 54°25'01" EAST 858.94 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 35°34'59" EAST 330.00 FEET, THENCE NORTHEASTERLY ALONG SAID CURVE 54.80 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE AMON WASTEWAY;
THENCE TO FOLLOWING COURSES ALONG SAID RIGHT-OF-WAY LINE;
NORTH 82°30'41" WEST 99.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS NORTH 07°29'19" EAST 314.58 FEET, THENCE NORTHWESTERLY ALONG SAID CURVE 251.99 FEET;
NORTH 36°36'56" WEST 9.09 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS NORTH 53°23'04" EAST 314.58 FEET, THENCE NORTHWESTERLY ALONG SAID CURVE 230.24 FEET;
NORTH 05°19'04" EAST 249.48 FEET TO THE SAID NORTHERLY LINE OF SAID SECTION;
THENCE NORTH 89°47'49" WEST ALONG SAID LINE 697.97 FEET TO THE SAID POINT OF BEGINNING.

CONTAINS 27.57 ACRES

TOGETHER WITH AND SUBJECT TO EASEMENTS, COVENANTS, RESERVATIONS, RIGHT-OF-WAYS AND RESTRICTIONS OF RECORD AND IN VIEW.

NOTES

1. ADDRESSES SHOWN IN BRACKETS ARE SUBJECT TO CHANGE BY THE CITY OF RICHLAND. ZIP CODE: 99352.

IRRIGATION

THE PROPERTY DESCRIBED HEREIN IS LOCATED WHOLLY WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT. I HEREBY CERTIFY THAT THE IRRIGATION EASEMENTS AND RIGHT-OF-WAY SHOWN ON THIS FINAL PLAT ARE ADEQUATE TO SERVE THE LOTS LOCATED WITHIN THIS FINAL PLAT WHICH ARE OTHERWISE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT, AND THAT ALL OTHER IRRIGATION DISTRICT REQUIREMENTS AS SPECIFIED BY RCW 58.17.310 HAVE BEEN PAID THROUGH THE YEAR 20__ A.D., AND HAS BEEN INSTALLED.

KENNEWICK IRRIGATION DISTRICT _____ DATE _____

APPROVALS:

THE PLAT, CLEARWATER CREEK PHASE 1, IS HEREBY APPROVED BY AND FOR THE CITY OF RICHLAND, STATE OF WASHINGTON. ANY EXISTING EASEMENTS LYING WITHIN THE BOUNDARIES OF THIS PLAT THAT ARE UNDER THE JURISDICTION OF THE CITY AND NOT SHOWN HEREON ARE HEREBY RELINQUISHED.

CHAIRMAN, RICHLAND PLANNING COMMISSION _____ DATE _____

CITY ENGINEER, RICHLAND _____ DATE _____

CITY MANAGER, RICHLAND _____ DATE _____

CLERK, CITY OF RICHLAND _____ DATE _____

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR _____ PARCEL NO. 101881000001002 & PTN. OF 101881000001001.

TREASURER, BENTON COUNTY _____ DATE _____


ATTEST: _____
BENTON COUNTY ASSESSOR _____ DATE _____


AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2015 AT _____ MINUTES PAST _____ M., AND RECORDED IN VOLUME _____ OF PLATS PAGE _____, AT THE REQUEST OF AARON A. DYCK, P.L.S.

BENTON COUNTY AUDITOR _____ INDEX NO. _____
DEPUTY _____ FEE NO. _____

FINAL PLAT FOR

 **HAYDEN HOMES**

 **STRATTON SURVEYING & MAPPING, PC**

7525 W. DESCHUTES PL. UNIT 1C
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
stratton@strattonsurvey.com

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DATE: 01/16/15	SHT. 3 OF 3
DRAWN BY: DCI	JOB # 4631

**RICHLAND PLANNING COMMISSION
TECHNICAL ADVISORY COMMITTEE REPORT (S2013-100)
APRIL 23, 2014**

APPLICANT: HAYDEN HOMES

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE
APPROXIMATELY 116.4 ACRES INTO 320 RESIDENTIAL
LOTS, A 13.6 ACRE SCHOOL SITE AND 11 OPEN SPACE
TRACTS (CLEARWATER CREEK).

LOCATION: SOUTH OF CLAYBELL PARK, EAST OF THE AMON
PRESERVE, NORTH OF THE BN RAILROAD AND WEST OF
STEPTOE STREET.

ENGINEER: PLS ENGINEERING

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

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

1. Prior to final plat approval, complete engineering plans indicating street design and grading, utility plans including water and sewer, electrical, street lighting, telephone, television cable, and natural gas shall be approved by the Richland Civil and Utility Engineering Division and shall be consistent with the requirements of the responsible departments or companies.
2. Secondary emergency vehicle access shall be provided in accordance with City standards and in a location approved by the City Fire Marshal at the time that the first phase of the Clearwater Creek subdivision is constructed.
3. The street names and addresses shall be finalized at time of final plat submittal and review. Street naming and addressing shall be in conformance to RMC Chapter 12.01. The following note shall be placed on the final plat(s): **“Address numbers [noted in brackets] are subject to change by the City of Richland at time of building permit issuance.”**
4. Portions of the plat are subject to the City’s wild land fire protection requirements. To ensure that future lot buyers are properly informed of the specific wild land fire requirements, the following note shall be placed on the final plat: *“All lots within the plat that abut the Amon Wasteway or the Amon Preserve are subject to the City’s Wild Land Fire Protection requirements as delineated in Richland Municipal Code Section 21.01.030 or as they may be modified in the future. All structures built on these lots must be developed with noncombustible siding, soffit, and skirting on*

the side adjacent to the wild-land area. Decks or porches 36 inches or less in height shall have skirting. Skirting shall be sufficiently constructed so as not to allow the accumulation of combustible material under the deck or porch. The area under the deck or porch shall not be used for storage.”

5. The requirements for a specific trail plan and the maintenance of the trail system area addressed in conditions 18 and 21 of the MDNS for the project (File #EA4-14. Trail design shall conform with the comments of the Department of Ecology correspondence dated 3/20/14, with trails located outside of vegetated buffers as much as possible. If trails are not permitted within the Amon Wasteway by the Kennewick Irrigation District (per their comments of 3/20/14) then, trail easements shall be provided along the rear property boundaries of lots adjacent to the Amon Wasteway within Phases 1, 5 and 6 of the project. Locations where the trail crosses the public street shall be subject to review and approval of the City and shall be aligned with street intersections to the greatest degree practicable.
6. The applicant shall comply with all mitigation conditions identified in the Mitigated Determination of Non-Significance (EA#04-14) dated March 4, 2014 and the Addendum, dated April 18, 2014.
7. Prior to final platting of phases 8, 10, 11,12 the platting of the 200th single family lot or the permitting of the proposed school Hayden Homes will cooperate with the City of Richland in completing an alignment study for the future extension of Rachel Road to the west. The results of this study may require the applicants to reconfigure the lots and streets in one or more of those phases.
7. Preliminary plat approval is subject to compliance with the conditions of approval set forth in the attached memorandum from the Civil and Utility Engineering Division dated March 20, 2014.
8. Preliminary plat approval is subject to compliance with the requirements legally established by the Bonneville Power Administration, the Kennewick Irrigation District, the Washington State Department of Ecology and the Washington State Department of Fish and Wildlife.

**CITY OF RICHLAND
PUBLIC WORKS ENGINEERING
DEVELOPMENT COMMENTS**

DATE: March 20, 2014

TO: RICK SIMON, DEVELOPMENT SERVICES MANAGER

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

PROJECT NAME: CLEARWATER CREEK (S2013-100)

PROJECT LOCATION: WEST OF STEPTOE, SOUTH OF THE HIEGHTS AT MEADOW SPRINGS AND
CLAYBELL PARK.

The Public Works Engineering Department has reviewed the preliminary plat received in this office on March 5, 2014, for the above referenced property and has the following conditions.

General Conditions:

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

drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.

6. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for acceptance.
7. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Civil and Environmental Engineering Division at 942-7500 to schedule a pre-construction conference.
8. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1"= 40'.
9. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
10. All construction plan sheets shall include the note "CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555 (or "811")." Or: <http://www.call811.com/>
11. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

12. Public improvement design shall follow the following general format:
 - A. Sanitary sewer shall be aligned on the north and west side of street centerlines.
 - B. Storm sewer shall be aligned on the south and east side of street centerlines.
 - C. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
 - D. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
 - E. Water lines shall be aligned on the south and east side of street centerlines.
 - F. Watermains larger than 8-inches in diameter shall be ductile iron.
 - G. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
 - H. All watermains outside areas zoned R1 shall be ductile iron.
 - I. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - J. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC, C900 PVC or ductile iron. The entire main from manhole to manhole shall be the same material. Private sewer service lines over 15-feet deep shall also be constructed of the same material, then transition to regular sewer piping above 15-feet.
 - K. Valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
 - L. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - M. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
 - N. The minimum centerline radius for all local streets shall be no less than 100-feet.

- O. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
 - P. A overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
 - Q. A detailed grading plan shall be included in the submitted plan set.
 - R. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
 - S. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
 - T. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - U. All cul-de-sacs shall have a minimum radius of 45-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.
 - V. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
 - W. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
 - X. All driveways for commercial projects shall construct City standard commercial driveways. Radius-style driveways are not allowed.
 - Y. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
 - Z. Construction plans shall provide or reference all standard drawings or special details that will be necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public (Commercial Driveway, Curb, Gutter, Sidewalk, Water, Sewer, Storm, Street and Street lighting etc.).
 - AA. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.
13. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.
14. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
- A. 2-inches compacted gravel, minimum (temp. SEVA only).
 - B. 2% cross-slope, maximum.
 - C. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
 - D. Be 20-feet in width.
 - E. Have radii that are accommodating with those needed for City Fire apparatus.

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

15. SURVEY MONUMENT DESTRUCTION:

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

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

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

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

Traffic & Streets:

- 16. The "Clearwater Creek" preliminary plat lies within the boundary of the South Richland traffic impact fee program (RMC 12.03). This plat shall therefore be subject to the fees administered by the program for any phase submitted for approval. Since this property is included within the program, it is exempt from the SEPA-related traffic study requirement (TIA). The developer of this proposed project shall receive "credits" for construction of Rachel Road and portions of Bellerive Drive as allowed under RMC 12.03, and as detailed in comment #17.
- 17. A note will be shown on the face of the final plat stating that Rachel Road and Bellerive Drive are classified as "Arterial Collector" streets. Subsequently, no driveways accessing single family lots will be allowed onto Rachel Road. Because of the topography and limited options for the property on the east side of Bellerive Drive, driveways will be allowed for lots 30-34, 49-53, and 45 & 46 only. The east half of this portion of Bellerive Drive will not be eligible for credit from the South Richland traffic impact fee program. The proposed access points onto Bellerive Drive are acceptable for this project, but any changes to said driveways will be subject to approval by the City Engineer.
- 18. Commercial/Retail access to Rachel Road shall be limited. Access points shall be no closer than 300-feet from the intersection with Steptoe Street. A traffic study shall be conducted by the developer to determine the lane configuration of Rachel Road from Meadows Drive South to Steptoe Street prior to permit approval for the first building project in "phase 16".
- 19. The following comments apply towards the construction timing of the street network within the Clearwater Creek preliminary plat:
 - A. The entire Rachel Road corridor shall be dedicated to the City as public Right-of-Way from Steptoe Street to the western boundary of the preliminary plat prior to or concurrent with approval of the phase 1 final plat, or the first commercial site plan approval, whichever is

submitted first. As an alternative to the public right of way dedication the developer can transfer the future Rachel right of way corridor to the City using an insured warranty deed.

- B. Rachel Road shall be constructed from Bellerive Drive to its connection with Steptoe Street in conjunction with the project that constructs the 100th single family lot. It shall be constructed and accepted prior to final platting of that phase.
 - C. Rachel Road shall be constructed from Steptoe Street to the west property boundary of the preliminary plat in conjunction with the project that constructs the 200th single family lot. It shall be constructed and accepted prior to final platting of that phase. That portion of Rachel Road adjoining Tracts I, J and K shall be constructed to a Rural standard, with two travel lanes, gravel shoulders and a separated asphalt path on one side of the road.
 - D. Rachel Road shall be constructed from Steptoe Street to the west property boundary of the preliminary plat prior to the completion and acceptance of any school construction project.
 - E. Rachel Road shall be constructed from Steptoe Street to Meadows Drive South in its entirety, including all frontage improvements, in conjunction with the first commercial development within "Phase 16". Rachel shall be constructed and accepted prior to final acceptance of said commercial project.
 - F. If the results of the future study conducted by the City result in an alignment for Rachel Road that does not involve use of the right-of-way of adjoining Tracts I, J and K, then no improvement to this segment of right-of-way shall be required and said right-of-way shall be vacated. New right-of-way shall then be required and said right-of-way shall be vacated. New right-of-way shall then be established and dedicated for the chosen alignment
 - G. Meadows Drive South shall be constructed in its entirety (including all frontage improvements) in conjunction with the first commercial development in phase 16 north of Rachel Road, or as part of phase 15. Meadows Drive South shall be constructed and accepted prior to final acceptance of either project.
20. If any section of either one of the collector streets noted above is required to be constructed as an "off-site" project, then it shall be constructed to the City's rural street standard. The frontage of said road shall be completed to City standards at the time that the phase which constructs the lots adjacent to it is developed. The portion of Rachel Road that is within the Amon wasteway (Tracts C & D) is an exception and shall be constructed in its entirety, including all frontage improvements, when built.
21. Portions of Rachel Road and Meadows Drive South are shown straddling the Amon wasteway property line. Written permission and/or permits from the governing agency shall be obtained prior to permitting and construction of these streets. The entire Right-of-Way corridor for these sections of roadway shall be dedicated to the City as ROW prior to acceptance of the project that constructed it. Alternatively the ROW's could be moved off of the Amon wasteway property to the greatest extent possible. See comment #2 above.
22. The note on sheet 1 concerning pedestrian facilities shall be amended as follows; "The 6-foot wide sidewalks installed in the open space tracts shall be maintained by the Clearwater Creek HOA".
23. The short road stubs numbered 1 – 4 in phases 13 and 14 do not meet City standards for public streets. These roads shall be private driveways that intersect Rachel Road via a City standard commercial driveway drop (no radius-style driveways allowed).

24. The proposed road medians shown on the pre-plat are not city-standard, and therefore shall be subject to review and approval by Public Works and by the Fire Dep't. Additional pavement width may be required on either side of the medians.
25. Sidewalks shall be installed along all public Right of Way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, tracts, parks, etc.).
26. The minimum centerline radius for all local streets shall be no less than 100-feet.
27. All proposed public Right of Ways that are narrower than 54-feet (streets narrower than 34-feet) shall have parking restricted, as per City standards. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense. The restricted parking areas shall be indicated on the final plats. Any private roads narrower than 34-feet shall have parking restricted on one side, and any roads 28-feet or narrower shall have parking restricted on both sides. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense.
28. All private roads & driveways shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.
29. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turn-arounds built at the end of them. The radius of these turn-arounds shall be 45-feet minimum, and shall be constructed of 2-inches of compacted top course gravel for slopes less than 5%, or of 2-inches of asphalt atop 2-inches of gravel for slopes greater than 5%. If the temporary turn around is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

30. The proposed preliminary plat is located mostly within the Tapteal 1 water pressure zone. The closest Tapteal 1 watermain is located in Meadows Drive South and Bellerive Drive to the north, and Steptoe street to the east. Build-out of this preliminary plat will require connection to all three of these existing water mains. These water main connections & extensions will be required to coincide with road construction. There is a portion of the preliminary plat that is above the Tapteal 1 pressure zone and is in Tapteal 2. The closest Tapteal 2 watermain is in Leslie Road to the west. It shall be the responsibility of the developer to extend a watermain to this property to serve domestic water at the time of plat construction. The minimum allowable water pressure as measured at the City water meter is 40 psi.
31. Domestic water shall be extended to the adjoining properties adjacent to the plat.
32. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed.
33. The fire hydrant layout shall be approved by the City Fire Marshal.

Irrigation Water:

34. The City has designated the Willowbrook Well as a non-potable irrigation source for this area, and has developed and adopted an irrigation master plan for its service area. The developer of Clearwater Creek shall design an irrigation water distribution system to conform to the City's irrigation master plan. Easements shall be provided on the final plat for this system where needed.

35. The developer of a previous, nearby project invested in modifications to the Willowbrook Well to activate it for irrigation use. The developer of Clearwater Creek shall comply with the conditions and responsibilities of a latecomer agreement for this system as approved by City Council.
36. The City's irrigation master plan is based on irrigation use and delivery rates that are supported solely by the Willowbrook Well. Any large irrigated spaces shall be designed to conform to the water delivery limits of the City's master plan. Portions of this development may impose instantaneous irrigation demands beyond the capacity of the Willowbrook Well. The developer shall be responsible for designing and constructing such system features as needed to match use rates to the Willowbrook Well's capacity. This may include storage and pumping facilities.

Sanitary Sewer:

37. The closest sanitary sewer available for this development is located in Meadows Drive South and Bellerive Drive to the north. It shall be the responsibility of the developer to extend a sewer main to this property to serve sanitary sewer at the time of plat construction.
38. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.
39. Sanitary sewer mains shall be extended to the adjoining properties adjacent to the plat.

Ground Water:

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

Storm Water:

41. This project will require coverage under the Washington State General NPDES Permit for Construction projects. The Developer shall be responsible for compliance with the permit conditions. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.
42. All storm drainage systems shall be designed following the core elements defined in the latest edition of the Stormwater Management Manual for Eastern Washington. The Hydrologic Analysis and Design shall be completed based on the following criteria: Washington, Region 2, Benton County; SCS Type 1A – 24 Hour storm for storm volume. The applicant's design shall provide runoff protection to downstream property owners.
43. The flow-rate of the public storm drainage system shall be designed using the 2-Year, 3-Hour short duration Eastern Washington storm for pipe and inlet sizing using SCS or Santa Barbara method; no modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system

showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50% impervious. Calculations shall include a profile for the design showing the hydraulic grade line for the system. Passing the storm downhill to an existing system will require a downstream storm system capable of accepting the water without being overwhelmed.

44. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal.
45. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.
46. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with Richland Municipal code 24.16.170 ("Easements-watercourses").
47. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 24 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not perk within 24 hours.
48. Any discharge of storm water into the Amon wasteway will have to be permitted by any or all agencies with jurisdiction over it. These agencies may include (but not be limited to); Kennewick Irrigation District, Bureau of Reclamation, National Marine Fisheries Service, U.S. Fish and Wildlife, State of Washington Dept. of Fish and Wildlife, Department of Ecology, and Army Corps of Engineers. The amount of post-development storm runoff from the proposed site shall not exceed the amount of pre-development runoff.
49. If the storm drain pond slopes are greater than 25% or deeper than 4-feet, then a 6-foot fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles. A maintenance road from the public Right of Way to the bottom of the pond is also needed (2-inches of compacted gravel, minimum). The City's maintenance of the pond in the future will consist of trimming weeds to maintain compliance with fire and nuisance codes, and maintaining the pond for functionality.
50. The developer shall be responsible for landscaping the storm pond and for its maintenance through the one-year infrastructure warranty period. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowners association should be considered for maintenance responsibilities. This will require an irrigation meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.
51. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance of the "Letter of Final

Acceptance"). Said developer shall also thoroughly clean the entire system, including structures, pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.

Solid Waste:

52. Due to limited turnaround space, the lots in phases 13 & 14 and the single family lots that are accessed off of the private driveways may have to transport their garbage cans to a location acceptable for solid waste pick-up.

Final Platting / Project Acceptance Requirements:

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

61. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
62. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
63. Any restricted parking areas shall be indicated on the final plats.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 41-15, Establishing a Meeting Date to Meet with the Proponents of the Whitfield Annexation

Department:

Community & Development Services

Ordinance/Resolution Number:

41-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 41-15, establishing a meeting date to meet with the proponents of the proposed Whitfield annexation

Summary:

Edith Whitfield, the owner of a 26 acre property in South Richland, has expressed a desire to annex her property into the City. The site is located south of Shockley Road, north of the Kennewick Irrigation District Canal and west of Riesling Street. The property is currently developed as a cherry orchard.

As the initial step in the annexation process, state law requires that Council establish a meeting date to meet with the parties who are initiating the annexation request. This draft resolution sets the regular Council meeting date of March 17th as the date to meet with the annexation proponent.

Fiscal Impact:

No

Attachments:

1. Resolution No. 41-15
2. Vicinity Map
3. Annexation Request Letter

RESOLUTION NO. 41-15

A RESOLUTION of the City of Richland setting the meeting date to review a proposed annexation of approximately 26.4 acres located south of Shockley Road and north of the Kennewick Irrigation District East Lateral Canal in the Northwest quarter of Section 27, Township 9 North, Range 28 East W.M., Benton County, Washington.

WHEREAS, the City of Richland received a written request for the annexation of approximately 26.4 acres from Edith Whitfield, the owner of the property in question; and

WHEREAS, on March 3, 2015, the City Council was presented with the request; and

WHEREAS, RCW 35.13.125 requires the legislative body to set a date for a meeting with the parties who are initiating a request for annexation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland Washington, that the City of Richland hereby establishes the regular City Council meeting of March 17, 2015, as the date in which the Council will meet with the initiators of the annexation proposal.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 3rd day of March, 2015.

DAVID W. ROSE
Mayor

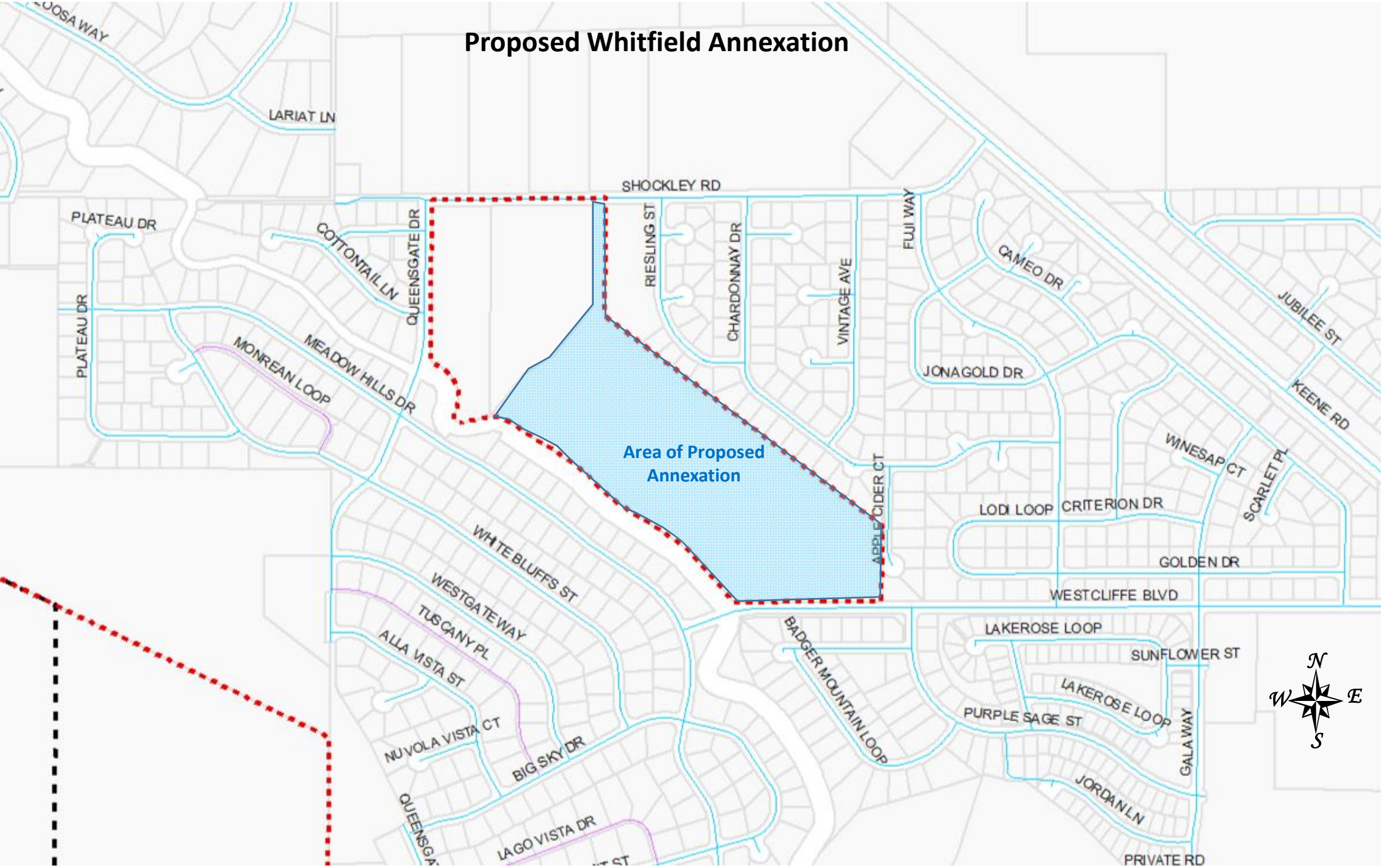
ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Proposed Whitfield Annexation



February 13, 2015

Rick Simon
Development Services Manager,
City of Richland
rsimon@ci.richland.wa.us
840 Northgate Drive
Richland, WA 99352

Rick,

We are interested in annexing our property into the City of Richland.

[761 Shockley Road, Richland, WA 99352](#)

Parcel ID: 127982000009000

1970 Marlette Marlette 23 x 59: THOSE PARTS OF THE NORTH 1/2 OF THE NORTHWEST QUARTER AND THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST QUARTER, LYING NORTHEASTERLY OF CENTER LINE OF BADGER EASTLAT

Kind regards,

A handwritten signature in dark ink, appearing to read "Edith Whitfield". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Edith Whitfield, trustee of Brian Whitfield Credit Trust
1933 7th Street W.
Kirkland, WA 98033



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 42-15, Expressing Appreciation to Rick Jansons for Service on the Richland Public Facilities District Board

Department:
City Attorney

Ordinance/Resolution Number:
42-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 42-15, expressing appreciation to Rick Jansons for his service on the Richland Public Facilities District Board.

Summary:

Rick Jansons was appointed to the Richland Public Facilities District Board July 2011 and served until his resignation took effect in February 2015.

Fiscal Impact:

None.

Attachments:

I. Proposed Resolution

RESOLUTION NO. 42-15

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Rick Jansons for the service he rendered to the City as a member of the Richland Public Facilities District Board.

BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to Rick Jansons, their appreciation for the service he rendered to the City during his tenure as a member of the Richland Public Facilities District Board.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 3rd day of March 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 45-15, Proposed 2015-2017 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77

Department:

Administrative Services

Ordinance/Resolution Number:

45-15

Document Type:

Resolution

Recommended Motion:

Motion to adopt Resolution No. 45-15, authorizing the City Manager to sign and execute a 2015 - 2017 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW) Local No. 77.

Summary:

In May 2014, the City entered into negotiations with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77. IBEW represents approximately 35 of the City's Energy Services electrical and warehouse workers.

The City and the IBEW reached agreement in January 2015 after the first three ballots were rejected by the IBEW membership. The terms of the agreement include modifications to the benefit package and benefit plan design proposed by the City, agreements to adopt certain City policies, and a total compensation package within the approved Council parameters.

Fiscal Impact:

Yes

Terms of the proposed agreement fit within the City Council's adopted 2015 budget and Council's collective bargaining parameters.

Attachments:

1. Resolution No. 45-15, Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW)
2. Proposed 2015-2017 Collective Bargaining Agreement with IBEW

RESOLUTION NO. 45-15

A RESOLUTION of the City of Richland implementing the 2015-2017 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77 and authorizing periodic Memorandums of Understanding.

WHEREAS, the Richland City Council is desirous to attract and retain qualified employees, and maintain harmonious relations between the City and the IBEW, Local Union No. 77; and

WHEREAS, amendments to wages, benefits, and other terms and conditions of employment are warranted based on external market conditions; and

WHEREAS, the City Manager may desire to enter into Memorandums of Understanding periodically throughout the term of the Agreement with the IBEW for operational and administrative purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the 2015-2017 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers, Local Union No. 77 is hereby adopted.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Agreement on behalf of the City.

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to enter into periodic Memorandums of Understanding with the IBEW for operational or administrative purposes during the term of this Agreement.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 3rd day of March, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

**AGREEMENT BETWEEN
CITY OF RICHLAND
AND
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL UNION NO. 77
AFL-CIO**

2015 – 2017

FINAL DRAFT

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**2015 - 2017
COLLECTIVE BARGAINING AGREEMENT
BETWEEN CITY OF RICHLAND AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 77**

PREAMBLE

This Agreement is made and entered into by and between the City of Richland, Washington, hereinafter called the "City" and Local Union No. 77 of the International Brotherhood of Electrical Workers, as bargaining agent for all employees of the City covered by the Agreement, hereinafter called the "Union".

The City and the Union recognize that harmonious relations should be maintained between them and with the public. The City, the Union, and the public have a common sympathetic interest in the progress of the electrical industry. All will benefit by continuous peace and by adjusting any differences which may arise by rational common-sense methods.

1.0 -- TERM AND SCOPE OF AGREEMENT

1.1 This Agreement shall be effective December 29, 2014 and shall remain in full force and effect through December 24, 2017 unless extended by mutual agreement of the parties. Either party desiring to reopen negotiations for a new Agreement may do so by notifying the other party of its intent not less than sixty (60) days prior to expiration of this Agreement. Negotiations for a successor agreement shall commence as soon thereafter as the parties may agree.

Furthermore, the parties agree to a labor-management clause limited to health coverage, cost and modification of other benefits upon the agreement of both parties. After January 1, 2016, either party may propose to submit the Agreement to labor-management committee for purposes of assessing the most cost effective methods of providing health coverage while complying with the Affordable Care Act (ACA) and avoiding penalties or taxes imposed by the ACA. The parties agree to regularly meet in labor-management in a good faith attempt to resolve the ACA issues. If agreement cannot be reached in labor-management meetings within 120 calendar days, but no later than January 1, 2017, that avoids ACA liability, then either party may re-open the Agreement to amend the provisions driving such liability.

During the time of negotiations for a successor Agreement, the current Agreement will remain in full force and effect, subject to applicable law.

1.2 Savings Clause

Nothing in this Agreement is intended or shall be used to violate any legal public requirement or safety standard. If during the term of this Agreement laws become effective which are in conflict with this Agreement, the parties shall amend such conflicting provisions only and all other provisions shall continue in full force and effect.

2.0 -- UNION MEMBERSHIP, CHECKOFF AND REPRESENTATION

2.1 All employees of the City within the classifications covered by this Agreement shall as of this date be required to share in the cost of maintaining and operating the Union as their collective bargaining agency, in accordance with its rules, and shall be members thereof in good standing. The foregoing provisions shall not be construed as denying the City the right to select its supervised employees regardless of whether such employees are members of the Union, but it is the intent of the parties that new supervised employees shall become members in good standing of the Union within thirty (30) days after the date of their employment.

2.2 The City will deduct membership dues or representation fees and pay to the Union from the wages of all employees who in writing have authorized the City to do so and submit a monthly accounting of such deduction giving the amount deducted opposite the employee's name as long as such assignment is not revoked or beyond the termination of this Agreement, whichever first occurs.

2.2.1 Such authorization shall be effective not earlier than the month following the one in which the card is submitted to the City. Any change in union dues shall take effect the first of the month following receipt of written notice to the City, provided said notice is received at least twenty (20) days prior to said 1st of the month. The dues shall be deducted from wages earned, including vacation pay.

2.3 The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability which shall arise out of or by reason of actions taken or not taken by the City in reliance upon documents or cards or other information furnished to the City by the Union in complying with any of the provisions of this particular section. The Union shall not be responsible for any claims arising from errors, omissions, or negligence of the City.

2.4 An employee elected or appointed to office in the Local Union No. 77 which requires a part or all of the employee's time shall not lose their established seniority with the bargaining unit, as defined in Article 5.0, and shall be granted leave of absence upon application. Leave of absence under this clause shall be limited to one (1) year except that the City may grant extensions in increments of one (1) year for as long as the City deems practical.

2.5 The City shall furnish bulletin boards for the use of the Union for posting Union announcements and data. All bulletin board postings shall be approved in advance by a Union Steward.

2.6 Employees covered by this Agreement shall not be required as a condition of employment to pass through a legal picket line recognized by Local Union No. 77 of the IBEW, nor shall any form of discipline be brought against any employee refusing to pass through such picket lines provided, that:

2.6.1 The picket line has had prior approval of the Local Union and is sanctioned by the appropriate Central Labor Council.

2.6.2 Employees shall be required to serve a customer who is not the object of the picketing. The Union will not refuse to service City owned equipment after the pickets are removed.

2.6.3 The Union recognizes that the City has an obligation which may require the dispatching of Union exempt personnel to perform work which is the subject of a labor dispute and where the City's Union personnel have refused to cross a legal picket line. The Union agrees that in addition to the provisions above the Union shall not interfere with exempt personnel so dispatched. It is understood that any Union employee willfully ignoring this understanding removes himself from the protection afforded above. The Union will not bring charges through Union government, against any exempt employee who is following a directive issued by the City management and which requires the crossing of a legal picket line.

2.7 Representatives of the Union, previously accredited to the department in writing by the Union shall be permitted to come on the premises of the department for the purpose of investigating and discussing grievances if they first obtain permission to do so from the City, provided the Union representative does not interfere with the work of the employee.

2.8 For the purposes of negotiating new/successor Agreements, the Union negotiating team will be provided one hundred fifty (150) total hours of City paid Union time to be shared among all Union negotiating team members for the purpose of bilateral negotiations with the City and related caucus or preparation time needed once negotiations for the successor Agreement has commenced. A list of eligible negotiating team members shall be provided to the City prior to the hours becoming available for use.

2.9 The City will recognize two (2) stewards selected by the Union from employees within the bargaining unit who have completed their probationary period. The Union shall inform the Human Resources Director in writing of the names of the business representative, stewards and their area of representation. Only persons so designated will represent the Union. The Union shall give the City five (5) days advance written notice of any change of Union representation.

2.9.1 Union stewards may, after receiving permission from their supervisor and notification to the visitation supervisor, visit the work locations of employees covered by this Agreement for the purpose of investigating any potential grievance and/or misinterpretation or violation of this agreement.

2.10 All Union business shall be conducted during off-duty hours, except as provided in this Article. There shall be no solicitation of or for membership or collection or checking of dues or any other Union activity during work hours.

2.10.1 Work hours shall not be used by officers, employees or business agents to conduct union business or promote union affairs other than in Article 2.10.2.

2.10.2 The steward or employee involved in processing a grievance during employee regular working hours shall not lose pay for reasonable time, as determined by the employee's supervisor, spent in such discussion. International Union representatives may participate as deemed necessary by the Union. Additional Union representatives may participate in grievance meetings with the prior consent of the Human Resources Director.

2.11 The City agrees not to discriminate against any member of the Union for the employees activity on behalf of or because of membership in the Union as expressly provided in this Agreement.

3.0 -- MANAGEMENT RIGHTS

3.1 Any and all rights concerned with the management and operation of the City are exclusively that of the City unless otherwise expressly provided by the terms of this Agreement.

3.2 In keeping with professional ideals and standards, neither the Union nor the City shall invoke the name of the other party as a sponsor or supporter to any fund-raising activities without the written agreement of the duly-designated representative of the sponsoring party.

3.3 The City retains the sole right to manage its business and direct its workforce covered by the Agreement. This includes, but is not limited to, the right to hire, to classify, to transfer, to promote to supervisory or other positions, to discipline or discharge for cause, to determine an employee's ability or qualifications to perform the work required, to use improved methods or equipment, to subcontract any operations or work, to permanently or temporarily increase or decrease the workforce to plan, direct, control, curtail, discontinue, or increase operations, to grant voluntary benefits, to maintain order and efficiency, including but not limited to, the right to establish, modify and enforce work rules in order to comply with federal or state regulations, or to promote safety among the employees and for the public, and to provide services to the citizens and to regulate the conduct among the employees.

These rights are subject only to the written terms of this Agreement, and any and all established or implied rights of the City, the Union or the employees. The City recognizes its obligation to provide notice and opportunity to bargain with the Union over all mandatory subjects of bargaining before altering current conditions, provided that the City has no obligation to bargain over its exercise of these core management rights recognized by applicable law to be within unilateral management discretion.

4.0 -- RECOGNITION

4.1 Unit Description

The types of employment covered by this Agreement are listed below. The City hereby recognizes the Union as the exclusive bargaining agent for classifications enumerated in Appendix A. It is understood that supervisors are not bargaining unit employees.

4.2 Regular Full-Time Employees

Regular full-time employees shall mean employees who occupy budgeted positions, work a regular schedule of 2080 hours in a calendar year in classifications listed in Appendix A, and have successfully completed their probationary period.

4.3 Temporary Employees

Temporary employees shall mean employees who are employed to assist with unusually high workloads or temporary job vacancies due to injuries, illnesses, or other extenuating circumstances. Temporary employees will not be employed for more than six (6) months consecutively without written approval by the Union.

In the event a temporary employee is continuously employed more than six (6) months, that employee shall be afforded enrollment rights into a City-designed minimum Essential Coverage Plan that meets the requirements of the ACA. The City and the employee shall each pay fifty percent (50%) of the employee and child premiums and the employee shall pay one hundred percent (100%) of the spouse premium.

An employee paid under the Northwest NECA-IBEW Local 77 or Local 112 Collective Bargaining Agreement rates will be afforded an opportunity to enroll in the Essential Coverage Plan when meeting the eligibility requirements. Unless the employee voluntarily chooses to opt out of City Essential Coverage, they will forfeit the component of the NECA-IBEW wage pertaining to medical benefits when the employee elects enrollment.

Temporary employees will be paid the hourly rate as listed by job classification in Appendix A except temporary employees working in like job classifications to those listed in the Northwest NECA-IBEW Local 77 and NECA-IBEW Local 112 Collective Bargaining

Agreements (CBAs) will be paid the hourly rate, plus a payment in lieu of benefits as expressed and in effect in the Northwest NECA-IBEW Locals 77 and 112 CBAs. Example: construction rate plus amount in-lieu of benefits equals straight-time hourly rate. Upon request, the Union will provide the City with the recognized wage schedules/rates for temporary employees.

Temporary employees are entitled to wages and working hours covered by the provisions of this Agreement; however, are not subject to any additional provisions or benefits provided for in this Agreement unless specifically stated in writing.

4.4 Communication and Notices

Any notices to be given hereunder by either party to the other shall be effected in writing either by personal delivery or by first class mail as follows:

To the City

Human Resources Director
2700 Duportail
Post Office Box 190
Richland, Washington, 99352

To the Union

Business Representative
2626 West Clearwater Avenue
Kennewick, Washington 99336

5.0 -- DIVISION DEFINITIONS

5.1 For the purposes of this Agreement, the term Energy Services Department will be used to refer to all three divisions outlined as follows:

- 1) Power Operations Division;
- 2) Systems Division;
- 3) Technical Services Division.

5.2 The Purchasing & Warehouse Division is within the Administrative Services Department.

6.0 -- CONTRACTS

6.1 All maintenance, plant additions, alterations, and changes of electrical substation and distribution facilities shall normally be done by employees of the City of Richland covered by this Agreement. The City retains the right to enter into contracts for the furnishing of work to the City as set forth in State laws.

The City also retains the right to enter into contracts for the furnishing of work to the City when work is available for all regular fulltime employees of the City of Richland covered by this Agreement or when the City does not have either the required equipment or personnel to perform the work.

6.2 The City shall make appropriate provisions in any Agreement entered into with any contractor or subcontractor for the furnishing of work to the City that such contractor or subcontractor shall conform with the current and prevailing schedule of wages and conditions for the type and kind of work involved.

7.0 – GRIEVANCES AND ARBITRATION

7.1 A "grievance" means a claim or dispute by an employee or group of employees with respect to the interpretation or application of the provisions of this Agreement.

7.1.1 An employee or a group of employees, or their delegated representative, who consider they have a grievance may present such a grievance within fifteen (15) working days of its alleged occurrence to the employee's division head who shall give an answer in writing within seven (7) working days after it is presented to him.

7.1.2 If the employee or employees are not satisfied with the solution by the division head, the grievance, in writing, may be presented within seven (7) working days after receipt of the division head's response to the Department Director who shall give an answer in writing within seven (7) working days after it has been presented to Department Directors. The grievance shall be signed by the aggrieved employee and/or Union Steward and shall state the issue, the section of the contract allegedly violated, if any, the facts pertaining to the matter, and the remedy sought by the aggrieved employee and/or Union.

7.1.3 If the employee is not satisfied with the solution by the Department Director, the grievance, in writing, together with all other pertinent material may be presented within twenty-one (21) working days after receipt of the Department Director's response to the City Manager by the employee or Union representative.

7.1.4 Any grievance involving the interpretation or application of this Agreement which is not resolved by the City Manager within twenty-one (21) working days after it is presented to him/her, may be referred to arbitration; provided, any demand for arbitration shall be filed, in writing, within forty-two (42) working days after its presentation to the City Manager.

7.2 Arbitration

In the event that a mutually acceptable arbiter cannot be selected by the parties within fourteen (14) working days following the above said demand for arbitration, the demand may be filed with the American Arbitration Association (AAA). The demand for arbitration shall request American Arbitration Association (AAA) submit a list of nine (9) arbitrators for consideration of the parties. Should the parties be unable to agree on a selection from the list, the parties shall alternatively strike one (1) person from the list until only one (1) name is remaining. Such person shall be appointed as the arbitrator. It shall be the function of

the arbiter to hold a hearing at which the parties may submit their cases concerning the grievance. The arbiter shall render the decision based on the interpretation and application of the provisions of the Agreement within thirty (30) working days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the City which is beyond the arbitrator's jurisdiction. The expenses of the arbitrator (arbitrator's fee and arbitrator's charged expenses) shall be borne equally by the parties hereto. Each party will be responsible for its own expenses incurred during the preparation and presentation of any arbitration procedure.

7.2.1 Neither the arbiter nor any other person or persons involved in the grievance procedure shall have the power to negotiate new Agreements or to change any of the present provisions of this Agreement.

7.2.2 None of the foregoing is intended to mean that either the Union itself or the City itself cannot lodge a grievance and process the same through the various steps to arbitration in accordance with and subject to the provisions hereof. The right of the Union and the City to so lodge and process a grievance is expressly confirmed. An employee may be represented at any stage of the grievance procedure by the Union. No settlement of a grievance with any employee shall be contrary to the terms of this Agreement.

8.0 -- HOURS AND MEALS

8.1 Eight (8) hours of work shall constitute a days work. The work day shall start at 7:00 a.m. and continue until 3:30 p.m. with one-half (1/2) hour from 12:00 noon to 12:30 p.m. to be designated as lunch period. The work week shall be from Monday morning at 7:00 a.m. until Friday at 3:30 p.m. The one-half (1/2) hour may be changed to one hour by Agreement between the City and the Union.

8.1.1 Employees will report for work on time and ready to begin work at the designated starting time.

8.1.2 When employees return to the shop at end of day (or in the event he or she returns to the shop for lunch), employees will not do so earlier than ten (10) minutes before the scheduled break in work time.

8.1.3 Rest breaks shall be taken at the job site unless it is necessary to do otherwise (weather, facilities, and likewise), and shall be fifteen (15) minutes each in the morning and afternoon.

8.2 Lunch Period

The total amount of time to be allowed for the lunch period, excluding clean-up time outlined in Section 8.1.2, shall be one-half (1/2) hour, from 12:00 noon to 12:30 p.m.

8.3 Meal time shall be 6:30 a.m. for breakfast, 12:00 noon or 12:00 midnight for lunch, and 6:00 p.m. for dinner. Any employee called from the employee's home at hours other than the employee's regular hours or held over after work shall be furnished a hot meal at the hours stated herein or as near to these stated hours as practical.

8.3.1 On any day when work is being performed away from the City shops, the employee(s) shall eat his or her lunch at the job site (or nearby, so long as it does not require tear-down/set-up of the job site/equipment), unless permission to do otherwise is granted by the City.

8.3.2 The employee working overtime shall have worked a minimum of two (2) hours before a meal will be required. Meals required herein shall be at an eating establishment within the service area of the Energy Services Department. It may be found that there is no available place open in which to eat. The City will compensate the employee in the amount of \$10.00 each meal missed under such conditions.

8.3.3 Exceptions to these hours may be established to meet the conditions in some particular cases by mutual consent.

8.3.4 It is recognized that at times weather conditions experienced in the City's service area are beyond that in which an employee can safely and efficiently work. It is agreed that under such conditions the employees may be assigned alternate duties in a protected area. The intent of this provision is to reaffirm the willingness of the City and Union to recognize inclement weather as a valid reason for a supervisor to assign alternate duties. The Union recognizes that emergency work involving danger to life or property must be performed regardless of weather conditions.

9.0 -- OVERTIME AND CALL-OUT

9.1 Employees paid on an hourly rate shall be paid for overtime at the double time rate for all time worked other than the regular day or shift; overtime to begin when employees are called for work and end when they return to the place from where called.

9.2 Employees required to work during their normal meal period shall receive the overtime rate of pay for that portion of the meal period that they work. The actual amount of time used during the regular eight (8) hour work day for a meal shall be deducted as unpaid time from the total work day time in computing the day's compensation. If an employee is assigned a substitute meal period, replacing the regularly scheduled lunch period, and if said substitute meal period ends at least one (1) hour after the beginning of the regularly scheduled meal period, then said employee shall be paid for the substitute meal period, with no deduction being made from the regular eight (8) hour work day.

9.3 Employees shall receive an amount equal to not less than four (4) hours pay at the straight time rate when called out from their homes at times other than regular working

hours. Employees shall be paid the regular overtime rates from the time they are called until they are returned to their homes.

Employees will not be entitled to more than one (1) minimum call-out pay (four (4) hours straight time) in any two (2) hour period initiated by a call-out. Work performed immediately after and in conjunction with the end of regular work hours does not qualify for the minimum call-out pay.

9.4 Minimum Rest Periods

- 9.4.1 Equal time off (rest period) for work between 10:00 p.m. and 6:00 a.m. Any employee who works any overtime between 10:00 p.m. and 6:00 a.m. will be entitled to an aggregate of eight (8) hours rest before reporting for work for their regular schedules. If such rest period should overlap the employee's scheduled workday, he/she will suffer no loss in pay for the time of such overlap.
- 9.4.2 For work extending into next regular shift, employee would receive equal rest time taken immediately following the completion of the work that caused the need for rest time or, with the approval of the employee's supervisor, at the end of that day's work.
- 9.4.3 If equal time off results in less than two (2) hours remaining in regular shift, then employee will not be required to report for work with no loss of pay.
- 9.4.4 If an employee is required, by mutual consent, to return to work before the appropriate minimum rest period has elapsed, he/she shall be paid at the overtime rate for hours worked until the full continuous rest period has been granted or received. The rest period will be unpaid, except for rest period hours that coincide with the employee's regularly scheduled hours of work, during which time the employee is entitled to straight time pay.
- 9.4.5 An employee, who has worked continuously 16 hours or more, will be entitled at end of work assignment to eight (8) hours continuous hours of rest before reporting for the normally scheduled work day. He/she shall be paid at the overtime rate for hours worked until the full continuous rest period has been granted or received. The rest period will be unpaid, except for rest period hours that coincide with the employee's regularly scheduled hours of work, during which time the employee is entitled to straight time pay.

9.5 Employees shall receive the overtime rate for all hours worked before 7:00 a.m. and after 3:30 p.m. and all day Saturday or Sunday. In the event that the work day is extended from 3:30 p.m. to 4:00 p.m., as per the provisions of Section 8.0, employee shall then receive the overtime rate of pay for all hours worked before 7:00 a.m. and after 4:00 p.m.

9.6 Scheduled overtime or overtime which is the continuation of a regular shift will be manned in the following manner: the employees will be asked to volunteer beginning with the qualified employee with the least amount of overtime and working toward the employee with the most overtime. If there are no volunteers, the least senior qualified employee shall perform the required overtime. For overtime scheduled on the employee's regularly scheduled day off, the employee shall receive a minimum of four (4) hours at the applicable overtime rate of pay.

9.7 Headquarters

Employees shall travel from shop to shop on City time and shall report at shop headquarters in which they are regularly employed.

9.8 Payday

The City will pay employees every other Thursday. Pay shall include time worked for the two (2) week period through the previous Sunday. If any pay day falls on a holiday, the preceding day shall become the pay day.

9.9 Safety

The applicable rules and regulations promulgated by the State of Washington shall apply and become a part of this Agreement.

9.10 High Time

9.10.1 Work performed seventy-five (75) feet above ground or higher shall be paid at overtime. Such pay shall be for a minimum of one (1) hour.

9.10.2 Work performed at City playfields sixty-five (65) feet above ground or higher shall be paid at overtime. Such pay shall be for a minimum of one (1) hour.

9.11 Relief From Duty

Employees relieved from duty during the first half of the day or shift shall receive not less than one-half day's pay. If relieved after having been on duty more than one-half day, they shall then receive a full day's pay. This clause will not apply to employees relieved from duty due to disciplinary action. The City may place employees on Paid Administrative Leave during investigatory proceedings.

9.12 Temporary Assignment

A qualified employee placed on a temporary assignment to a higher classification shall receive the prevailing rate of pay for the higher classification during the entire period of the assignment.

10.0 -- ATTENDANCE POLICY

The parties agree that regular and prompt attendance of each employee is necessary so that service to customers can be met in an efficient manner. The purpose of this article is to promote satisfactory attendance and shall be applied uniformly and consistently to all employees covered by this Agreement.

10.1 Employees may be subject to disciplinary action for Unscheduled Paid Time Off (PTO), as specified in Section 11.1.4, abuse which indicates a pattern of habitual absence.

10.2 Unscheduled PTO abuse occurs when Unscheduled PTO is taken for other than the approved reason originally given; the employee fails to comply with notification or documentation requirements; the employee is excessively absent from work on an unscheduled basis and reaches one of the following thresholds:

10.2.1 Unscheduled PTO use of more than eight (8) days in an accrual year.

10.2.2 Use of Unscheduled PTO which indicates a pattern in conjunction with vacations, holidays, frequent single day absences or accrue it/use it patterns.

10.2.3 Some examples which would not be considered Unscheduled PTO abuse are, FMLA leaves, work place injury and medical provider ordered confinement in excess of three (3) or more days.

The above also applies to grandfathered sick leave.

10.3 Action Step 1

When an employee exceeds any of the thresholds, the employee's immediate supervisor will meet with the employee, discuss the problem and agree upon expectations for correcting the problem. This meeting will constitute a verbal warning.

10.4 Action Step 2

Should the problem continue, progressive discipline may commence in accordance with the City of Richland Code of Employee Conduct.

11.0 -- PAID TIME OFF AND EXTENDED SICK LEAVE

Effective February 24, 2003, Paid Time Off (PTO) was provided to employees in lieu of vacation and short-term sick leaves. In addition to PTO, an Extended Sick Leave (ESL) bank was created.

The purpose of PTO is to compensate employees for absences due to injury, illness, vacation and personal business. In addition, the program is designed to provide employees with personal flexibility regarding the use of leave.

With the implementation of PTO and ESL, the following will be eliminated: 1) floating holiday (eight (8) hours are included in the PTO accrual rate calculation); 2) doctor and dentist appointment leave; and 3) bereavement leave.

11.1 Paid Time Off (PTO)

11.1.1 Full Time Accrual Rate

PTO hours accrue based upon the actual number of regular paid hours.

<u>Years of Continuous Service</u>	<u>Hours Per Month</u>
0 months through 9 years	18.67
10 years through 15 years	20.67
16 years through 20 years	22.67
21 through 25 years	24.67
Over 25 years	26.67

11.1.2.1 Accumulation Limit

Accumulation of PTO shall be limited to 500 hours. Employees will be responsible for ensuring that they do not exceed the 500 hour limit by December 31 of each year. Any balances in excess of 500 hours will be reduced to 500 hours at that time.

11.1.2.2 Pro-ration

Leave accrual for regular part-time employees is prorated based on scheduled hours.

11.1.2.3 Authorized Uses

Authorized use of PTO must be either Scheduled or Unscheduled (see definitions below). Employees will only be compensated for utilizing leave which meets the below authorized uses. Leaves not meeting the below criteria will be considered unexcused absences and may result in disciplinary action.

(1) Scheduled

Scheduled uses are those not defined as unscheduled. Requests for scheduled PTO must be submitted at least three (3) days in advance. Once PTO has been

scheduled, it may not be changed except for reasons authorized by the division supervisor. Depending on the workload of the unit, the supervisor may waive all or part of the three (3) day advance notice requirement. Obtaining prior approval constitutes scheduled leave. Employees are encouraged to request leave earlier than three (3) days in advance to assist in the smooth operation of the department.

(2) Unscheduled

Unscheduled uses of PTO must be compelling and of an emergency/urgent nature. Preventative health and dental appointments are not considered unscheduled and must be requested in advance in accordance with the provisions for scheduled uses above.

An employee who is unable to report to work due to an unscheduled absence must contact their division supervisor in accordance with department/division policy, or absent such a policy, fifteen (15) minutes prior to the beginning of his/her scheduled work shift.

Prior to submitting a timecard an employee, if requested, must provide his or her division supervisor with satisfactory explanation/documentation as to the nature and extent of unscheduled PTO uses.

The employee must keep his or her division supervisor informed of a medical condition. If the absence is of more than three (3) working days' duration, the employee may be required to submit a medical certificate signed by a physician stating the kind and nature of the sickness or injury and stating that the employee has been incapacitated for work for the period of absence.

Below are eligible unscheduled uses:

Personal Sick

Unscheduled PTO is available for employees who need to take leave for personal illness or non-work related physical disability.

Work Related Illness or Injury

Employees may use scheduled PTO for follow-up medical appointments related to an industrial injury, or to make up differences between state mandated benefits and regular pay as outlined in Section 13.1 Disability Leave herein.

Family Sick

Unscheduled PTO is available when employees are required to provide temporary assistance in situations where injury or illness of an immediate family member prevents them from coming to work. Immediate family members include spouse; child and grandchild (nature, adopted and step); parent, guardian grandparent and sibling (natural, adopted, step and in-laws). It does not include uncle, aunt, niece, nephew or cousin.

11.1.5 Annual Buy-Out

With written approval from the division head and department director, an employee may buy-out a portion of his or her accumulated PTO on an annual basis. Said buy-out will be made at the employee's base straight time hourly rate of pay and is subject to the following:

- (1) The employee must have at least 200 hours of PTO remaining in his or her accumulation account after said buy-out; beginning January 1, 2016, employee must have 100 hours of PTO remaining in his or her accumulation account after said buy-out;
- (2) The employee must have taken at least five (5) consecutive scheduled days off in the twelve (12) months preceding the buy-out;
- (3) The minimum cash buy-out is twenty (20) hours and the maximum is sixty (60) hours; limited to one (1) time per calendar year;
- (4) Employees may buy out an additional twenty (20) to sixty (60) hours of PTO for purposes of funding the ICMARC 457 Deferred Compensation plan; limited to one (1) time per calendar year;
- (5) Approval of the buy-out is discretionary on the part of the employee's department director who may approve all, a portion or none of the request depending upon available funds, and anticipated workload of the employee as determined by the City;
- (6) Approved requests for buy-outs must be submitted as a part of the regular payroll (no special requests) as an entry on the employee's timecard;
- (7) The City may modify the Buy-Out provisions in order to comply with IRS guidance regarding avoidance of tax liability for both City and employee. Employees are responsible for understanding the tax implications of such a buy-out.

11.1.6 Pay-Off Upon Termination

Except for employees serving their initial probationary period, accumulated PTO up to the accumulation limit of 500 hours shall be paid out at the time of termination. Said hours shall be compensated at the employee's straight time base rate of pay.

11.1.7 Donation and Transfer of PTO

The policy of the City is to allow employees to donate PTO to co-workers facing personal emergencies who have exhausted all accrued leave.

An employee is eligible for donated leave when 1) he or she has suffered an extraordinary injury or illness (from other than a work-related cause) which exceeds

sixty (60) calendar days in duration and has exhausted all applicable accumulated leaves; or 2) when an attending physician determines the presence of an employee is necessary because of an immediate family member's medical condition which exceeds sixty (60) calendar days in duration and the employee has exhausted all other available leaves.

Recipients are limited to receiving 240 hours of donated leave for any one incident or illness and may not request Donated Leave more than one time in any concurrent five (5) year period.

The leave recipient must pay insurance premiums while using donated leave, and will not accrue PTO or ESL while using Donated Leave.

An eligible employee requiring use of Donated Leave shall notify his or her division head in writing that the use of donated leave is required, explaining and providing written documentation as to the circumstances.

The division head shall forward the request to Human Resources for approval.

The Human Resources Department is responsible for approving the request and forwarding the PTO Donation Transfer Form-IBEW (see Appendix B) for organizational wide notification and distribution.

Employees donating PTO Leave will be required to maintain a PTO balance of at least 200 hours after the transfer of leave and, employees may not donate more than 100 hours per year of their PTO balance. Beginning January 1, 2016, employees donating PTO leave will be required to maintain a PTO balance of at least 100 hours after the transfer of leave, and employees may not donate more than 100 hours per year of their PTO balances.

PTO is transferred based on the dollar value of said leave. For example, the requesting employee earns \$10.00 per hour base. The donating employee earns \$20.00 per hour, and wishes to transfer ten (10) hours. As a result, \$200 worth of leave is transferred. The requesting employee will be credited with twenty (20) hours (\$200 divided by \$10/hour).

No City employee may intimidate, threaten or coerce any other employee with respect to donating, receiving or using leave under this program.

If the recipient does not use all the leave donated, the remainder will be returned to the donors as nearly as possible in the ratio of each employee's donation to the total amount.

11.2 Extended Sick Leave (ESL)

The purpose of ESL is to compensate employees for long-term illness/injury or for grieving and bereavement of a family member.

11.2.1 Full-time Accrual Rate

Effective the first payroll period of 2009 (December 22, 2008), ESL will accumulate at a rate of four (4) hours per month. In addition, ESL banks will be credited with 100 hours for employees hired prior to January 1, 2006, and 200 hours for employees hired on or after January 1, 2006.

11.2.2 Accumulation Limit

Effective the first payroll period of 2012 (December 19, 2011), accumulation of ESL shall be limited to 600 hours.

11.2.3 Proration

Leave accrual limits for scheduled part-time employees are prorated based on scheduled hours.

11.2.4 Authorized Uses

ESL is available when employees are required to provide long-term assistance in situations where injury or illness of self or an immediate family member prevents them from coming to work. Immediate family members include spouse; child and grandchild (natural, adopted, and step); parent, guardian, grandparent and sibling (natural, adopted, step and in-laws). It does not include uncle, aunt, niece, nephew, or cousin. This leave is only available once the employee has been on approved leave (for illness/injury) for over eighty (80) continuous working hours. It may be used retroactively if the condition persists for over eighty (80) working hours and Paid Leave was originally requested.

Under special circumstances and with approval of the Human Resources Director, an employee returning to work from a serious illness / injury may be authorized to use ESL on an intermittent basis to continue treatment / rehabilitation.

ESL is authorized up to forty (40) hours for bereavement purposes (immediate family as defined above) per occurrence. Additional time off may be requested using PTO.

11.2.5 Pay-off Upon Termination

There will be no cash out available for ESL upon termination or retirement.

11.2.6 Donation of ESL

ESL cannot be donated.

11.3 Grandfathered Sick Leave

All existing sick leave accumulated prior to January 1, 2003 is considered "grandfathered". Authorized uses include only Scheduled preventative health and dental appointments, Unscheduled Personal/Family Illness, or long-term illness or injury.

Twenty-five percent (25%) of unused Grandfathered Sick Leave shall be contributed to the ICMARC Retirement Health Savings (RHS) Program upon service related retirement, not to exceed five thousand dollars (\$5,000.00).

12.0 -- HOLIDAYS

12.1 Ten (10) holidays with pay shall be as follows:

<u>HOLIDAY</u>	<u>DATE TO BE OBSERVED</u>
New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
The day after Thanksgiving	Fourth Friday in November
Christmas Eve	Day before observance of Christmas
Christmas	December 25

NOTE: The eight (8) hour floating holiday was included in the PTO accrual rate calculation.

12.2 When one of these holidays falls on Sunday, the Monday following shall be the holiday. When one of these holidays falls on Saturday, the preceding Friday shall be the holiday. When a holiday falls within an employee's vacation period the holiday shall extend the vacation period.

12.3 All work on holidays mentioned herein shall be paid at the rate of overtime in addition to holiday pay.

12.4 In order to be eligible for holiday pay as specified herein, the employee must work their last scheduled work day prior to the holiday and then first scheduled work day after the holiday. Excused absence the day prior to and/or the day after the holiday will be considered a day worked for the purpose of holiday pay eligibility.

13.0 -- OTHER LEAVES AND COMPENSATORY TIME OFF

13.1 Disability Leave

In the case of any disability which is covered by State Industrial Insurance or Workers' Compensation, the City will pay to such disabled employee an occupational disability allowance equal to 100% of the employee's regular straight-time wages for the first five (5) days (40 hours) of covered disability. The City will continue to pay 80% of the employee's regular straight-time wages for an additional maximum period of two hundred fifty-five (255) working days, to make a total of two hundred sixty (260) working days to include time worked in light duty assignments. After the 260 working days additional disability payments will be issued by the City's Workers' Compensation Third Party Administrator based on continuing eligibility and rates established by the State of Washington Industrial Insurance. Cumulative PTO, Grandfathered Sick or ESL may be used to make up the difference between 80% straight-time wages and 100% of employee's base salary at the employee's option. At no time will the occupational disability allowance of 100% or 80% wages be less than the net mandated time loss compensation as indicated under the Revised Code of Washington Title 51, Industrial Insurance.

All applicable payroll deductions, voluntary or otherwise will be subtracted from the allowance which exceeds Title 51 compensation, subtracted from the optional use of other accumulated leave or paid by employee reimbursement.

PTO and ESL shall continue to accrue while an employee is receiving the occupational disability allowance. No paid leave shall accrue while an employee is on leave without pay.

13.2 Military Leave

The City shall abide by the provisions of the laws of the State of Washington RCW 38.40.060.

13.3 Jury Duty and Witness Service

An employee who is called for jury duty or is subpoenaed as a witness in a case to which the employee is not a party shall be paid his or her base pay during the absence less the amount of jury or witness fees (exclusive of mileage) the employee is paid or to which the employee is entitled.

13.4 Family Leave

The City may implement a policy that complies with federal, state and military leave laws. Employees will be allowed to use their paid leave in accordance with the Family Care Rules (WAC-296-130).

13.5 Unpaid Leaves of Absence

A regular full-time employee may be eligible for an unpaid leave of absence up to thirty (30) calendar days with the approval of the employee's Department Director. If such a leave is approved the employee will be considered to be active at work and entitled to the privileges and benefits as specified by this Agreement. If the employee fails to return from said leave, the employee will be considered as having abandoned the employee's job and be subject to termination.

13.5.1 A regular full-time employee with a minimum of two (2) years of service may be granted an unpaid leave of absence of up to one (1) calendar year with the approval of the City Manager. Prior to approval of such leave the employee must have exhausted all the employee's paid leave. During such leave, the employee will not accrue PTO or ESL, or receive any other benefits, and the employee's seniority will be frozen.

13.5.2 Upon return from such leave, the employee may displace the employee who replaced the employee or be placed in an open position as listed in Appendix A of this Agreement according to the employee's knowledge, skills and abilities. If the employee fails to return from such leave, the employee will be considered as abandoning the employee's job and be subject to termination.

13.6 Leave to Attend Funerals of City Employees

Regular full-time employees may be allowed to take necessary time off with pay at the discretion of their supervisor to attend a funeral of a City employee.

13.7 Compensatory Time Off Program

A new Compensatory ("Comp") Time Off Program shall be established, to be phased in over three years. The parties agree to work cooperatively to address staffing resources and/or scheduling issues to mitigate any potential challenges which result from the Comp Time Program. The City shall establish administrative procedures including time reporting codes, dates for "blackout" during which no new Comp Time can be earned, and dates by which all unused Comp Time shall be cashed out in a regular payroll cycle and process. In no event will unused Comp Time be carried over into the next year; all Comp time earned will be taken or cashed out at the rate it was earned, and in the same payroll or calendar year (the "year" used shall be determined by the City). Requests to use Comp Time for time off shall follow the PTO request process and criteria. The City shall target the November/December timeframe for such administrative processes.

Comp Time Phase In:

2015 = 10 Hours OT Deferred, 20 Hours Comp Time Taken;

2016 = 15 Hours OT Deferred, 30 Hours Comp Time Taken;

2017 = 20 Hours OT Deferred, 40 Hours Comp Time Taken.

14.0 -- CLIMBING ALLOWANCE

Employees classified as journeyman lineman (M-F), Service Crew Foreman (M-F) and Senior Crew Foreman (M-F) will receive 1.5% additional pay for all hours worked plus leave hours. Climbing Allowance does not apply to leave pay-outs or buy-outs.

15.0 -- INSURANCE BENEFITS

15.1 Health Insurance

15.1.1 Regular Full-time Employees – Primary Health Coverage

For Full-time employees, the City shall contribute a percentage per month to the monthly premium for the City-sponsored Primary health plan. The Primary plan is a Preferred Provider Organization Plus (PPO+). The plan shall provide coverage for the employee and his or her eligible dependents. Employees may not opt out of health coverage, but dependents may be enrolled at the employee's option.

Employees will contribute the following percentages and the City shall contribute the balance percentages per month towards the employee and dependent health care premiums, based on the tier elected. The monthly employee premium contribution will be split equally and payroll deducted from the employee's first two paychecks of each month.

Employee's Elected Tier	2015	2016	2017
Employee Only	10%	11%	12%
Employee & Spouse	10%	11%	12%
Employee & Child /Children	10%	11%	12%
Employee, Spouse & Child /Children*	10%	11%	12%

**Cap on Employee, Spouse & Child/Children tier:*

2015 = \$153, 2016 = \$162, 2017 = \$194

Effective January 1, 2016, the PPO+ deductible will be \$500 Individual/\$1500 Family, and the Office/Specialty Co-pay will be \$20.

15.1.2 Essential Plan Health Plan Coverage

Employees eligible for the City's Essential Plan Health Coverage will contribute 50% of the Employee cost when the employee chooses to enroll in the Plan (the employee may opt out of all coverage under the Essential health plan). Employees enrolled in

the Plan may also enroll one or more eligible children in the Plan, and shall pay 50% of the cost for each child enrolled. Employees enrolled in the Plan may also enroll a spouse or domestic partner in the plan, and the employee shall pay the full cost of the premium.

Also, the City will allow IBEW members the option to enroll in a high deductible plan (HDHP) for eligible employees if the City implements such a plan during the term of this Agreement. Such a Plan would be an additional option to the existing Primary Health Plan.

15.1.3 Vision

The City will pay for a plan which covers full-time employees and all of his or her eligible dependents. Employees shall elect coverage based on tier (described above).

15.1.4 Dental

The City will pay for a plan which covers full-time employees and all of his or her eligible dependents. Employees shall elect coverage based on tier (described above).

15.2 Life and Accidental Death & Dismemberment Insurance

The City will maintain Life and AD&D policies which provide a death benefit equal to two (2) times an employee's annual base salary. The City will pay the entire premium for this coverage.

15.3 Long-Term Disability

The City will pay the entire premium for a Long Term Disability policy. The policy shall have a benefit of up to 60% of an employee's monthly base salary (not to exceed \$7,500 monthly benefit) and a waiting period of 90 days.

15.4 Deferred Compensation

In accordance with the City's plan document and limitations of federal law, regular full-time employees are eligible to voluntarily participate in the City's Internal Revenue Code (IRC) Section 457 Plan.

The City will match an employee's contribution on a dollar for dollar basis up to four percent (4%) of base pay into the City's Section 457 and/or 401(a) plans. This deferred compensation match is in exchange for the efficiency gains agreed upon by the parties and the elimination of the IBEW Trust Fund.

If the City determines that any RHS contributions made by the City or employees are expected to contribute to excise tax liability due to the ACA, the City will cease future employee and employer RHS contributions (including payroll and sick leave conversions) and contribute an equal amount into either the Section 457 or 401(a) Plan based on individual employee election.

15.7 Retirement

The City agrees to participate in the Public Employee Retirement System plan in accordance with the regulations established by the Public Employee Retirement System Commission.

15.8 Post Employment Health

Effective December 29, 2014, the Post Employment Health / Retiree Medical Plan and related programs will be modified and will affect employees/retirees as follows:

15.8.1 Active employees as of December 31, 2012, who chose to remain on the Post Employment Health / Retiree Medical Plan (Comprehensive Plan).

- 1) Employees active as of December 31, 2012, who chose not to participate in the buy-out offered in 2012 and 2013, remained eligible for the Comprehensive Plan as modified January 1, 2013. (The Post Employment / Retiree Medical Plan was modified to a Comprehensive Post Employment Health / Retiree Medical Plan.)
- 2) For retirees enrolled in the Comprehensive Plan, the plan is tiered rated based on tiers determined by the City at renewal annually, and the retiree shall contribute 50% and the City shall contribute 50% of the tier elected by the retiree.
 - a. For active employees who were eligible to participate in the Comprehensive Plan, the City shall provide two separate individual-choice election period for optional buyout ("opt-out").
 - b. For period one, employees must elect to opt out in writing no later than February 2, 2015.
 - c. Conditioned upon 9 eligible employees opting out, and in consideration for concessions given, the wage increase for the contract will be:
 - 2015 – 2.3%
 - 2016 – 2.3%
 - 2017 – 2.3%

(If opt outs are greater or lesser than 9 in period one, the wage shall be adjusted accordingly, up or down, as follows: Depending on the number of employees electing the opt out by the deadline, the

additional base wage increase of 0.75% for the payroll year of 2015 will be prorated for all IBEW represented employees in accordance with the Proration Schedule. This proration retains the same economic package overall, and ensures that if 100% of the 22 who remain eligible for post-employment benefits choose to opt out, then all represented employees will receive the full additional 0.75% base pay for the first year of the Agreement beginning with the 2015 payroll year (the actual count of opt outs determines the additional % of base for everyone in accordance with the proration schedule.)

- d. For the second opt out period, employees must elect to opt out no later than December 28, 2015. Depending on the number of employees electing the buyout by the deadline, the additional base wage increase of 0.75% for the two remaining payroll years of the Agreement will be prorated for all IBEW represented employees in accordance with the Proration Schedule.
- e. In no case will additional adders be greater than 0.75% to base wage for each of the three years of the Agreement, assuming 100% opt out. Additionally, if the December 2015 opt out results in a higher adder to base wage for the second and third year of the Agreement than during the first year, there will be no retroactive increase to the base wage adder for the first year of the Agreement. If employees who are part of the 22 eligible for opt out separate service from the City prior to the final December 28, 2015 opt out, they shall be counted as an opt out for purposes of determining base wage adder on the Proration Schedule.
- f. For employees electing the opt out reimbursement program in (b) or (c) above, the opt out reimbursement is based on the employee's years of service since January 1, 2003, utilizing the same formula as was used in the prior contract buy-out option. For period one elections, the reimbursement shall be dispersed to the employee's RHS account in January 2015 based on the employee's rate of pay as of December 28, 2014. For period two elections, the reimbursement shall be dispersed to the employee's RHS account in January 2016 based on the employee's rate of pay as of December 27, 2015.
- g. For employees electing the opt out reimbursement program, effective the first day of the payroll year following the election, the City shall contribute one percent (1%) of base salary each payroll period to the employee's City-sponsored ICMA RHS account.

15.8.2 For employees hired on or after January 1, 2013, in lieu of eligibility for the Comprehensive Plan, the City shall contribute one percent (1%) of base salary each payroll period to the employee's City-sponsored ICMA RHS account and the employee shall contribute one percent (1%) to the same account.

15.8.3 Transition from RHS to Section 401(a) or Section 457 due to ACA: Effective January 1, 2017, both the employee and any/all City RHS contributions addressed in this Agreement shall be discontinued, and the City shall establish an equivalent-contribution program to an IRC Section 401(a) plan, if allowed by IRS guidelines. If these City and employee contributions cannot be made to a Section 401(a) plan, the City shall instead establish an IRC Section 457 plan instead, for both City and Employee contributions, except that the employee 1% contribution shall be voluntary by the employee.

15.8.4 Grandfather provision for former employees retired as of December 31, 2012:

Retirees already participating in the Post Employment Health / Retiree Medical Plan will continue to participate in this plan. Effective January 1, 2013, the plan will be referred to as the Active Match Post Employment Health / Retiree Medical Plan. The retiree will continue to pay 50% of the City's *composite* rate as in the past. At each plan renewal year, the retiree will pay 50% of the composite rate.

15.9 ICMARC VantageCare Retirement Health Savings Program

For regular full-time employees, the City will contribute 0.5% of base pay to the ICMARC VantageCare Retirement Health Savings (RHS) Program.

Upon service retirement from the City, employees shall contribute all unused Grandfathered Sick Leave within the limits of this agreement to the RHS Plan (refer to Section 11.3 Grandfathered Sick Leave).

15.10 IRC Section 125 Flexible Spending Account

Employees may voluntarily participate in the IRC Section 125 Flexible Spending Account Program. The City will pay the administrative fee.

15.11 Optional Coverages

Employees may voluntarily contribute to and participate in other optional benefits offered by the City, included but not limited to the Employee Wellness and Employee Assistance Programs. It is understood that the City may unilaterally add, delete, increase or decrease optional plans or benefits with prior notice to the Union.

The City shall make available as an employee option, supplemental life insurance for the employee, the employee's spouse and dependents. The cost for such insurance shall be entirely the responsibility of the employee.

15.12 Plan Administration and Employee Insurance Advisory-Only Committee (IAC)

It is understood the City is fiduciary and responsible for plan administration and associated decisions related to benefit plans. This shall include such matters as selection of brokers, carriers, and administrators as well as disbursement of all funds held in reserve or trust for group insurance purposes without regard to the source of such funds.

The City may formulate an IAC (to include IBEW representation), which shall operate under a charter and focus on recommendations for future plan design modifications, mitigation of potential excise tax, and to control healthcare cost escalation. The IAC may also develop ways to encourage wellness and High Deductible Health Plan (HDHP) enrollment. The IAC is a recommending committee and has no authority to bind the City, the IBEW, or other unions, or to implement changes desired by the IAC or its members.

16.0 -- WORKING RULES FOR LINE AND SUBSTATION CREWS

16.1 All framing of poles on the job or in any pole yard shall be done by Journeymen Linemen with the assistance of groundman. The erection of poles shall be done by line crews. Heavy crew shall include at least two (2) Journeymen Linemen in addition to a Foreman. The stubbing of poles shall be done under the supervision of a crew foreman. Tree trimming along rights-of-way of transmission and distribution lines where there is a possibility of contact with the line shall be done only by Journeymen Linemen or qualified Journeyman Tree Trimmer.

16.2 The regular line equipment will be operated by a Head Groundsman/Heavy Equipment Operator. It is recognized that circumstances may make it necessary to deviate from this operating policy temporarily in case of absences from work. Employees qualified to operate equipment shall do so as required or assigned.

16.3 Whenever crews are combined temporarily so that the combined crews total more than four (4) men and involve more than one (1) Foreman, the senior Foreman shall then supervise. The other Foreman may do line work without reduction in pay.

16.4 There shall not be more than one (1) apprentice to every crew. The ratio of apprentices to journeyman shall be not more than one (1) to four (4). An apprentice must work under the supervision of a Journeyman.

16.5 The City shall replace gloves, hook straps, wing pads, hooks, body belts, safety belts, and small tools worn on the job. When they become worn out or otherwise inoperable as provided below, such equipment must first be brought to the appropriate non-union

supervisor. The appropriate non-union supervisor, with input from the crew foreman, will determine whether such equipment has become unusable through normal wear and tear, or was lost during extraordinary working conditions. If that is the case, the appropriate non-union supervisor will authorize replacement. Equipment which is rendered unusable through neglect or abuse must be replaced at the employee's expense. In that case, the City will purchase such tools and deduct the cost from the employee's paycheck. Coveralls shall be furnished for use by employees when assigned work involving handling of oils, paint, grease, or other like products. Each new apprentice-lineman promoted from the City's work force will be furnished a set of tools mentioned in this clause.

16.6 All cut-ins and cut-outs shall be done by Journeymen.

17.0 -- STANDBY

17.1 It is recognized that the operations of the Energy Services Department is not large enough to justify the employment of regular trouble men/women at night or over the weekends and on holidays; therefore a standby schedule for this service may be worked out mutually satisfactory to the Union and the City whereby a Journeyman Lineman will be available for trouble calls each night after regular hours and on Saturdays, Sundays, and holidays. Compensation for standby shall be thirty percent (30%) of the compensation for a forty (40) hour week at the one hundred percent (100%) rate.

17.2 During standby weeks in which a holiday occurs, two (2) times the current Journeyman Lineman hourly base rate of pay will be added to the normal standby for each holiday that falls within that standby week. All call-outs for the standby person shall be at the overtime rate as provided in 9.3.

17.3 For purposes of administering standby pay in 17.1 and 17.2 above, the following formula shall be applied, which divides the pay into a daily rate, with the Journeyman Lineman ("Jrny" being paid according to how many days the employee is on standby assignment:

6 Day Assignment: Base Jrny rate x 40 hours x 30% ÷ 7 x 6 days

6 Day Assignment with 1 Holiday: Base Jrny rate x 40 hours x 30% ÷ 7 x 6 days + (2 hours x Jrny base rate)

7 Day Assignment: Base Jrny rate x 40 hours x 30% ÷ 7 x 7 days

7 Day Assignment with 1 Holiday: Base Jrny rate x 40 hours x 30% ÷ 7 x 7 days + (2 hours x Jrny base rate)

7 Day Assignment with 2 Holidays: Base Jrny rate x 40 hours x 30% ÷ 7 x 7 days + (4 hours x Jrny base rate)

8 Day Assignment with 1 Holiday: Base Jrny rate x 40 hours x 30% ÷ 7 x 8 days + (2 hours x Jrny base rate)

8 Day Assignment with 2 Holidays: Base Jrny rate x 40 hours x 30% ÷ 7 x 8 days + (4 hours x Jrny base rate)

18.0 -- DISCIPLINE

18.1 Employees shall have the right to request union representation during an investigative interview or meeting which could reasonably be expected to lead to disciplinary action.

18.1.1 Copies of written reprimands and suspension will be provided to the employee, the Union and will be placed in the employee's personnel file.

18.2 In the case of discharge, the employee will be provided a letter setting forth the reason(s) for such possible discharge and shall be entitled to respond to the reason(s) prior to any decision to discharge the employee.

18.3 Personnel Files

Access to personnel files shall be limited to the employee, the employee's authorized representative, officials of the City who have a business need for the access or as required by public records and freedom of information laws at the federal or state level. Employees shall have the right to review their files after providing reasonable advance notice and shall have the right to attach reasonable materials in explanation or rebuttal to adverse materials. Adverse materials shall not be placed in the personnel file without the knowledge of the employee.

An employee may request, in writing to the Human Resources office, that a written warning be removed from his/her personnel file after twelve (12) months, and a disciplinary suspension after eighteen (18) months if there are no further related disciplinary actions.

19.0 -- SENIORITY, FORCE REDUCTION AND REHIRE

19.1 The following seniority rules shall apply separately to each classification. When it is found necessary to add new classifications to this Agreement, the City and the Union shall meet to negotiate wages and conditions for said new classification. Seniority does not apply to probationary employees.

In cases where two (2) or more employees start to work on the same day, the date of application for employment shall establish priority of position on the seniority list. When two employees start on the same day and have the same application date, the City's online applicant system time stamp shall establish seniority date for new hires.

19.2 Seniority in each classification shall be determined by length of service in each classification.

19.3 Seniority with the City shall be determined by length of continuous service with the City.

19.4 Bargaining unit seniority shall be determined by length of continuous service in the bargaining unit.

19.5 It is understood and agreed that in all cases of promotion and upgrade, the following factors shall be considered in priority of the order listed below as conditioned. After consideration of the following, the hiring supervisor shall make the promotional selection from the two (2) highest ranked employee applicants; aka "rule of two":

1. Length of continuous service with the City.
2. Qualifications (see conditions listed below).

Qualification Conditions: Both parties agree to address in future labor management sessions the full array of qualifications to be considered for promotion and upgrade of each covered job classification and the procedural structure to be used to assess those qualifications; e.g., establishing a joint "Interview and Selection Committee". After consensus is reached, the parties will establish through a Memorandum of Understanding (MOU) a schedule to eliminate the "rule of two" provision referenced above and publish the list of qualifications and procedures to be used for future promotional and upgrade decisions by the hiring supervisor. Until such time as consensus is reached and memorialized through the MOU referenced above, the hiring supervisor will use best judgment to assess qualifications, including consideration of factors briefly listed by subject and discussed during contract negotiation sessions.

19.6 This first six (6) months of employment shall constitute a probationary period, during which time seniority will not apply. During the first six (6) months of employment the employee may be terminated without recourse to the grievance or arbitration procedure. After the first six (6) months of employment all names must appear on seniority list as of the first date of employment.

19.7 A seniority list shall be made and posted annually beginning with the first date of this Agreement. The list shall show length of service:

1. Service in present classification;
2. Continuous service within the bargaining unit classification defined in Appendix A;
3. Continuous service with the City.

19.8 Seniority may cease when an employee:

1. quits, retires, or
2. is discharged for just cause, or
3. is absent for three consecutive work days without notifying the City, or

4. is laid off and fails to report within seven (7) days after having been recalled, or
5. fails to report for work within 24 hours after termination of an authorized leave of absence, or
6. is laid off in excess of two (2) years.

19.9 The City shall have the right to make transfers in the case of employees whose health or physical condition makes it advisable to relieve them from duty in occupations which are hazardous or which involve physical or mental strain. Such transfers shall be based on the recommendation of a physician.

19.10 When, by reason of lack of work, it is necessary to lay-off employees in a given classification, the employee who has the least classification seniority shall be laid off first.

In the event two (2) or more employees have the same classification seniority, bargaining unit seniority shall be the determining factor. Employees being laid off may choose to bump into a lower classification and may do so providing they have more bargaining unit seniority than the employee occupying said classification and have the necessary qualifications, or have the ability to become qualified, as determined by management, within a reasonable length of time, to perform the job in said lower classification.

In the event two (2) or more employees have the same bargaining unit seniority, then total City service seniority shall be the determining factor. In the event two (2) or more employees have the same total City Service seniority, then the date of employment application with the City shall be the determining factor.

19.11 Employees laid off due to force reduction will retain their established seniority for a two (2) year period. For employees rehired before the two (2) year period, all prior service (including the time in lay-off status) shall be counted as continuous for PTO (Article 11.0) purposes, provided that employees who have been laid off who wish to return to work shall keep the City advised of their current address. Any accrued Grandfathered Sick Leave and/or Extended Sick Leave (ESL) at the time of a reduction in force will be credited to the employee at the time of a rehire/recall.

19.11.1 If an employee who is laid off January 1, 2015 or later accepts a City offer of temporary work during the above two (2) year period, the 2-year period will be suspended for the period of time the employee is working the temporary assignment. The remainder of the two year period will restart the day after the temporary assignment ends.

19.12 Unemployment Compensation – It is understood that unemployment decisions are made by the State of Washington, not the City. Employees shall receive unemployment compensation in accordance with State of Washington law.

19.13 When an employee is transferred to any position in which the employee has had no previous experience, the employee shall be given a reasonable break-in period with an experienced employee in that position.

20.0 -- APPRENTICESHIP

20.1 The three (3) year (6,452 hours) apprentice will have journeyman seniority beginning with the fifth (5th) period.

20.2 Any bargaining unit employee in a higher paying classification (over ninety percent (90%) who enters the apprentice program shall receive ninety percent (90%) of the one hundred percent (100%) journeyman rate to start. Thereafter, the employee shall remain at ninety percent (90%) until the employee successfully completes the requirements for a level six (6) apprentice. This provision shall not be retroactive and shall apply only to employees who initially came under the provisions of this Section after January 1, 1981.

21.0 -- GENERAL STATEMENT

21.1 The City is engaged in public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the City and its employees, members of said Local No. 77.

The Union agrees that its members, who are employees of the City shall individually and collectively perform efficient work and service; that they shall avoid and discourage waste of materials, time and manpower; that they shall use their influence and best efforts to protect the property of the City and its interests and to prevent loss of tools and materials; and that they shall cooperate with the City in promoting and advancing the welfare of the City and the service at all times.

22.0 -- DRUG AND ALCOHOL TESTING POLICY

22.1 The City's policy shall govern, which will reflect current state and federal requirements for a drug free workplace, drug testing, and CDL/DOT requirements. It is agreed that disciplinary action taken for violation of the City's policy shall be subject to the grievance procedure. Except for amendments made during the term of the Agreement for the purpose of statutory compliance, the parties will meet to negotiate the application of the changes.

23.0 -- NO-SMOKING POLICY

23.1 The City's no smoking ordinance is incorporated herein by this reference. Smoking and the use of tobacco-related products is prohibited in accordance with Ordinance No. 26-91, Richland Municipal Code 2.58. Employees shall comply with the terms and conditions of the ordinance.

24.0 -- COMMERCIAL DRIVER'S LICENSE

24.1 The City shall facilitate and cover the cost of physical examinations required of employees to maintain commercial driver's licenses. In addition, the City shall reimburse employees for the cost of renewing required commercial driver's licenses.

FINAL DRAFT

SIGNATURES

The parties hereto have caused this Agreement to be executed
this _____ day of _____, 2015.

City of Richland, Washington

IBEW, Local No. 77

_____ Cynthia D. Johnson City Manager	Date	_____ Lou Walters Business Manager	Date
---	------	--	------

_____ Robert Hammond Energy Services Director	Date	_____ Brian Gray Assistant Business Manager	Date
---	------	---	------

_____ Cathleen Koch Administrative Services Director	Date	_____ Al Scott Steward	Date
--	------	------------------------------	------

_____ Allison Jubb Human Resources Director	Date	_____ Rob Marlow Steward	Date
---	------	--------------------------------	------

_____ Jake Henning Steward	Date
----------------------------------	------

ATTEST:

_____ Marcia Hopkins City Clerk	Date
---------------------------------------	------

APPROVED TO FORM:

_____ Heather Kintzley City Attorney	Date
--	------

Appendix A – 2015 – 2017 Classifications & Wages

Effective December 29, 2014 – 2% base wage increase plus an additional 0.41% (total of 2.41%) increase to base due to 12 employees electing the opt out as set forth in Article 15.

Effective December 28, 2015 – 2.41% base wage increase plus additional percentage increase determined by any additional employees electing to opt out as set forth in Article 15.

Effective December 26, 2016 – 2.41% base wage increase plus additional percentage increase determined by any additional employees electing to opt out as set forth in Article 15.

	2014	2015	2016	2017
	-	2.41%	2.41%	2.41%
WAREHOUSE DIVISION				
LEAD WAREHOUSE WORKER	\$33.35	\$34.15	\$34.97	\$35.81
WAREHOUSEWORKER II (3rd 6 mos)	\$29.05	\$29.75	\$30.47	\$31.20
WAREHOUSEWORKER II (2nd 6 mos)	\$27.98	\$28.65	\$29.34	\$30.05
WAREHOUSEWORKER II (1st 6 mos)	\$25.82	\$26.44	\$27.08	\$27.73
WAREHOUSEWORKER I (3rd 6 mos)	\$23.67	\$24.24	\$24.82	\$25.42
WAREHOUSEWORKER I (2nd 6 mos)	\$22.60	\$23.14	\$23.70	\$24.27
WAREHOUSEWORKER I (1st 6 mos)	\$21.52	\$22.04	\$22.57	\$23.11
ELECTRICAL TOOLKEEPER	\$33.35	\$34.15	\$34.97	\$35.81
POWER OPERATIONS DIVISION				
SENIOR CREW FOREMAN (M-F)	\$46.79	\$47.92	\$49.07	\$50.25
SERVICE CREW FOREMAN (M-F)	\$45.75	\$46.85	\$47.98	\$49.14
JOURNEYMAN LINEMAN (M-F)	\$40.67	\$41.65	\$42.65	\$43.68
INSPECTOR II	\$45.75	\$46.85	\$47.98	\$49.14
INSPECTOR I	\$42.71	\$43.74	\$44.79	\$45.87
APPRENTICE LINE, WIRE, & METER #6	\$38.65	\$39.58	\$40.53	\$41.51
APPRENTICE LINE, WIRE, & METER #5	\$34.99	\$35.83	\$36.69	\$37.57
APPRENTICE LINE, WIRE, & METER #4	\$33.35	\$34.15	\$34.97	\$35.81
APPRENTICE LINE, WIRE, & METER #3	\$32.14	\$32.91	\$33.70	\$34.51
APPRENTICE LINE, WIRE, & METER #2	\$31.32	\$32.07	\$32.84	\$33.63
APPRENTICE LINE, WIRE, & METER #1	\$30.51	\$31.25	\$32.00	\$32.77
ELECTRICAL SYSTEMS DISPATCHER II	\$45.75	\$46.85	\$47.98	\$49.14
ELECTRICAL SYSTEMS DISPATCHER I	\$40.67	\$41.65	\$42.65	\$43.68
HEAD GROUNDMAN (M-F) - HEAVY EQUIPMENT	\$36.61	\$37.49	\$38.39	\$39.32
HEAD GROUNDMAN (M-F) - TRUCK OPERATOR	\$34.59	\$35.42	\$36.27	\$37.14
GROUNDMAN (M-F)	\$31.32	\$32.07	\$32.84	\$33.63

<u>SYSTEMS DIVISION</u>				
METER, POWER & PROTECTION FOREMAN (M-F)	\$46.79	\$47.92	\$49.07	\$50.25
METER, POWER & PROTECTION TECHNICIAN III	\$44.33	\$45.40	\$46.49	\$47.61
METER, POWER & PROTECTION TECHNICIAN II	\$42.71	\$43.74	\$44.79	\$45.87
METER, POWER & PROTECTION TECHNICIAN I	\$41.49	\$42.49	\$43.51	\$44.56
<u>TECHNICAL SERVICES DIVISION</u>				
ELECTRONIC & INSTRUMENTATION FOREMAN (M-F)	\$46.17	\$47.28	\$48.42	\$49.59
ELECTRONIC & INSTRUMENTATION TECHNICIAN III	\$44.33	\$45.40	\$46.49	\$47.61
ELECTRONIC & INSTRUMENTATION TECHNICIAN II	\$42.71	\$43.74	\$44.79	\$45.87
ELECTRONIC & INSTRUMENTATION TECHNICIAN I	\$41.49	\$42.49	\$43.51	\$44.56
ELECTRICIAN FOREMAN (M-F)	\$46.17	\$47.28	\$48.42	\$49.59
ELECTRICIAN III	\$44.33	\$45.40	\$46.49	\$47.61
ELECTRICIAN II	\$42.71	\$43.74	\$44.79	\$45.87
ELECTRICIAN I	\$41.49	\$42.49	\$43.51	\$44.56

FINAL DRAFT

APPENDIX B

PTO DONATION TRANSFER FORM - IBEW

TO BE COMPLETED BY EMPLOYEE WISHING TO DONATE PTO

Information for Employee Requesting Donated PTO

Name: _____

Employee Number: _____

Title: _____

Department/Division: _____

Information for Employee Donating PTO

Name: _____

Employee Number: _____

Title: _____

Department/Division: _____

Current PTO Balance (hours): _____

Donation/Transfer Request (not to exceed 100 hours): _____

Balance After Transfer (*hours must be at least 200; after 1/1/16, must be at least 100 PTO*): _____

I hereby request that the above PTO hours be transferred and understand that my PTO accruals will be reduced by the number of hours indicated above.

Employee Signature: _____

Date: _____

TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT:

Date Request Received: _____

(Hours transferred _____ multiplied by donating employee's hourly rate \$_____) divided by the hourly rate of the requesting employee \$_____ Equals the Total Hours Transferred _____.

☐ Approved ☐ Denied _____
HR Director or designated representative Date

cc: Personnel File



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 47-15, Authorizing the Circulation of a Petition for the Westchester Annexation

Department:

Community & Development Services

Ordinance/Resolution Number:

47-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 41-15, authorizing circulation of a petition for the Westchester Annexation

Summary:

The Benton County Boundary Review Board has completed its review of the proposed Westchester annexation. Under state law, the next step in the annexation process is for Council to authorize the circulation of an official annexation petition. Once signed by the sole property owner within the annexation area and returned to the City, a public hearing before Council will be scheduled and Council will have an opportunity to review a fiscal analysis of the proposed annexation.

Resolution No. 47-15 authorizing the circulation of an annexation petition and the petition itself are both attached for Council's consideration.

Fiscal Impact:

None

Attachments:

1. Resolution No. 47-15
2. Annexation Petition
3. Vicinity Map
4. BRB Approval Letter

RESOLUTION NO. 47-15

A RESOLUTION of the City of Richland authorizing the circulation of a petition proposing annexation of approximately 15.6 acres located east of Dallas Road and south of I-82.

WHEREAS, the Richland City Council has, through its adoption of Resolution No. 151-14 on October 7, 2014, called for the annexation process of the 15.6 acre annexation of an area east of Dallas Road and south of I-82 to proceed; and

WHEREAS, City staff submitted an application to the Benton County Boundary Review Board for the annexation. The Board did not invoke jurisdiction within 45 days of the filing of the annexation and was thus deemed approved by the Boundary Review Board on February 6, 2015; and

WHEREAS, the Richland Planning Commission held a public hearing on October 22, 2014 to consider appropriate zoning designations for the proposed annexation area, thus fulfilling the directives included in Council's Resolution No. 151-14.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Richland Washington hereby authorizes the circulation of the attached petition calling for the annexation of the 15.6 area east of Dallas Road and south of I-82.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 3rd day of March, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

**PETITION FOR ANNEXATION
TO CITY OF RICHLAND, WASHINGTON**

Proposed Annexation Name: **Westchester Annexation**

The Honorable Mayor and City Council:

WE, the undersigned, who are the owners of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation, of the real property geographically depicted on the map attached hereto as Attachment 1 and legally described in Attachment 2 attached hereto, lying contiguous to the City of Richland, Washington, do hereby petition that such territory be annexed to and made a part of the City of Richland under the provisions of RCW 35.13.130 et. seq. A list of all assessors' tax parcel numbers of the parcels within the proposed annexation area, the record owner of each parcel, and the assessed value of each parcel is set forth in Attachment 3.

Prior to the circulation of this petition, a meeting was held on the seventh day of October, 2014, between the initiating parties of this annexation and the Council of the City of Richland, at which time the Council passed Resolution No. 151-14, accepting the notice of intention to commence annexation proceedings for the real property geographically depicted on the map attached hereto as Attachment 1 and legally described in Attachment 2 attached hereto. Resolution No. 151-14 also (1) required the simultaneous adoption of the City's Comprehensive Plan to serve as the Comprehensive Plan for the proposed annexation area; (2) required the assumption of an appropriate share of all existing indebtedness of the City by the area to be annexed upon annexation authorized; (3) directed the planning commission to propose and forward a recommendation to the city council as to the most appropriate zoning designation for the area proposed to be annexed; and (4) authorized city staff to file an application with the Boundary Review Board for the proposed annexation.

A notice of intention to annex was duly filed with the Boundary Review Board Jurisdiction of the Boundary Review Board was not invoked within 45 days of filing, and thus the proposed annexation was deemed approved by the Boundary Review Board on February 6, 2015. Then, on March 3, 2015, the Council passed a resolution authorizing the circulation of an annexation petition for annexation of the real property geographically depicted on the map attached hereto as Attachment 1 and legally described in Attachment 2 attached hereto.

WHEREFORE, petitioners pray that the City Council of the City of Richland, Washington entertain this petition, fix a date for a public hearing hereon, and cause notice of the hearing to be published in one or more issues of a newspaper of general circulation in the City, and to post the notice in three public places within the area proposed for annexation specifying the time and place of the hearing and inviting all interested persons to appear and voice approval or disapproval of the annexation.

INSTRUCTIONS FOR SIGNING PETITION

The following conditions should be noted for those signing the petition as owners of property:

1. Each signature shall be executed in ink or indelible pencil and shall be followed by the name of the signer, the date of signing, and the property description of the property within the proposed annexation owned by the signor.
2. The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse;
3. In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse;
4. In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse;
5. Any officer of a corporation owning land within the area involved, who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign under oath on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority.
6. When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the equivalent to the signature of the owner of the property; and
7. When a parcel of property is owned by multiple owners, the signature of an owner designated by the multiple owners is sufficient.

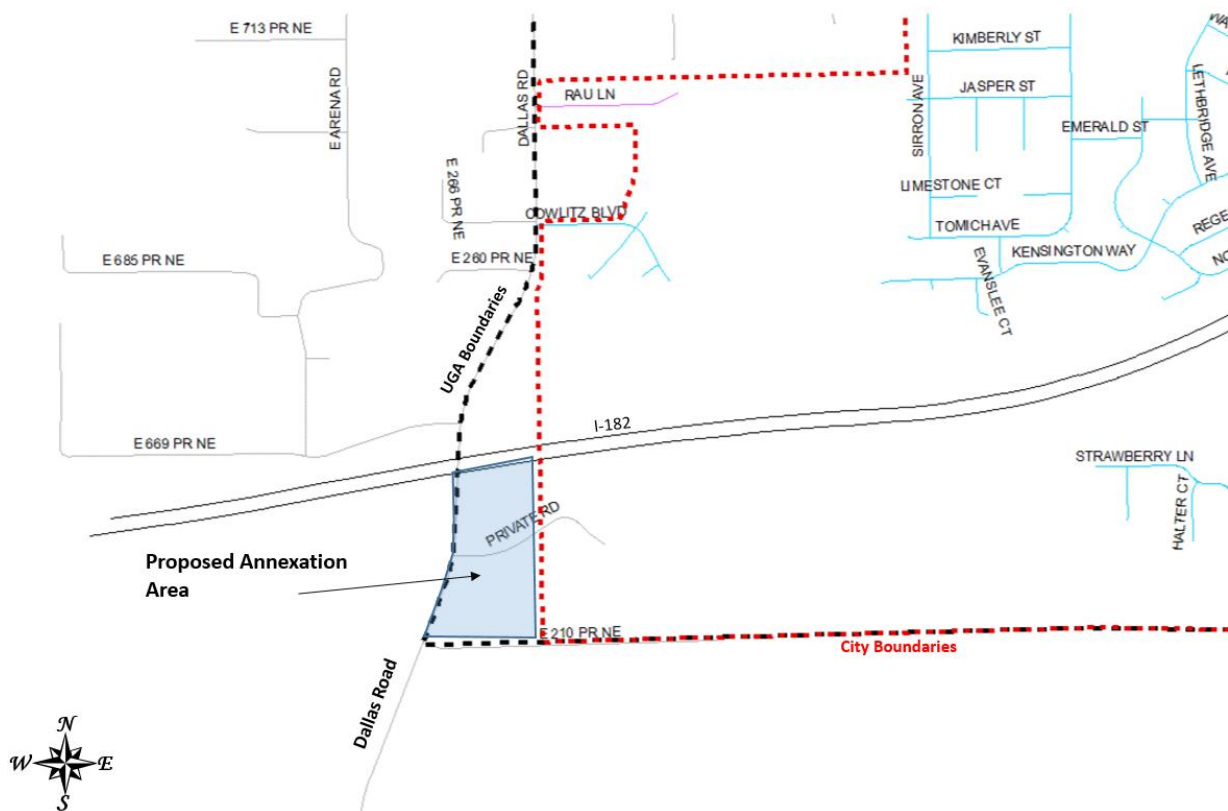
Assessor's Parcel Numbers: 1-20983000001001
Property Owner: Premiere Columbia Properties LLC

Signature: _____ **By:** _____ **Date:** _____

Name of Person Signing: _____

Attachment 1

Proposed Westchester Annexation Map



Attachment 2

Legal Description for Proposed Westchester Annexation

Real property located in the Southwest quarter of the Southwest quarter of Section 20, Township 9 North, Range 28 East of the Willamette Meridian, Benton County, Washington and being more particularly described as follows:

Beginning at the Southeast corner of said subdivision; thence South $88^{\circ}32'58''$ West a distance of 815.45 feet along the South line of said subdivision to a point on the East right-of-way line of Dallas Road; Thence the following courses along said East line:

North $21^{\circ}20'20''$ East a distance of 0.32 feet;
North $21^{\circ}18'28''$ East a distance of 214.22 feet;
South $68^{\circ}41'32''$ East a distance of 15.00 feet;
North $21^{\circ}18'28''$ East a distance of 100.00 feet;
North $21^{\circ}19'12''$ East a distance of 410.22 feet;
North $02^{\circ}23'45''$ East a distance of 166.33 feet;
South $87^{\circ}36'15''$ West a distance of 10.00 feet;
North $02^{\circ}23'45''$ East a distance of 150.00 feet;
North $87^{\circ}36'15''$ West a distance of 10.00 feet;
North $02^{\circ}23'45''$ East a distance of 146.06 feet to a point on the South right-of-way line of the LR line of SR 182; Thence North $86^{\circ}40'09''$ East a distance of 500.97 feet along said South line to the East line of said subdivision; Thence South $00^{\circ}55'13''$ East a distance of 1140.33 feet to the point of beginning.

Contains 15.663 acres more or less.

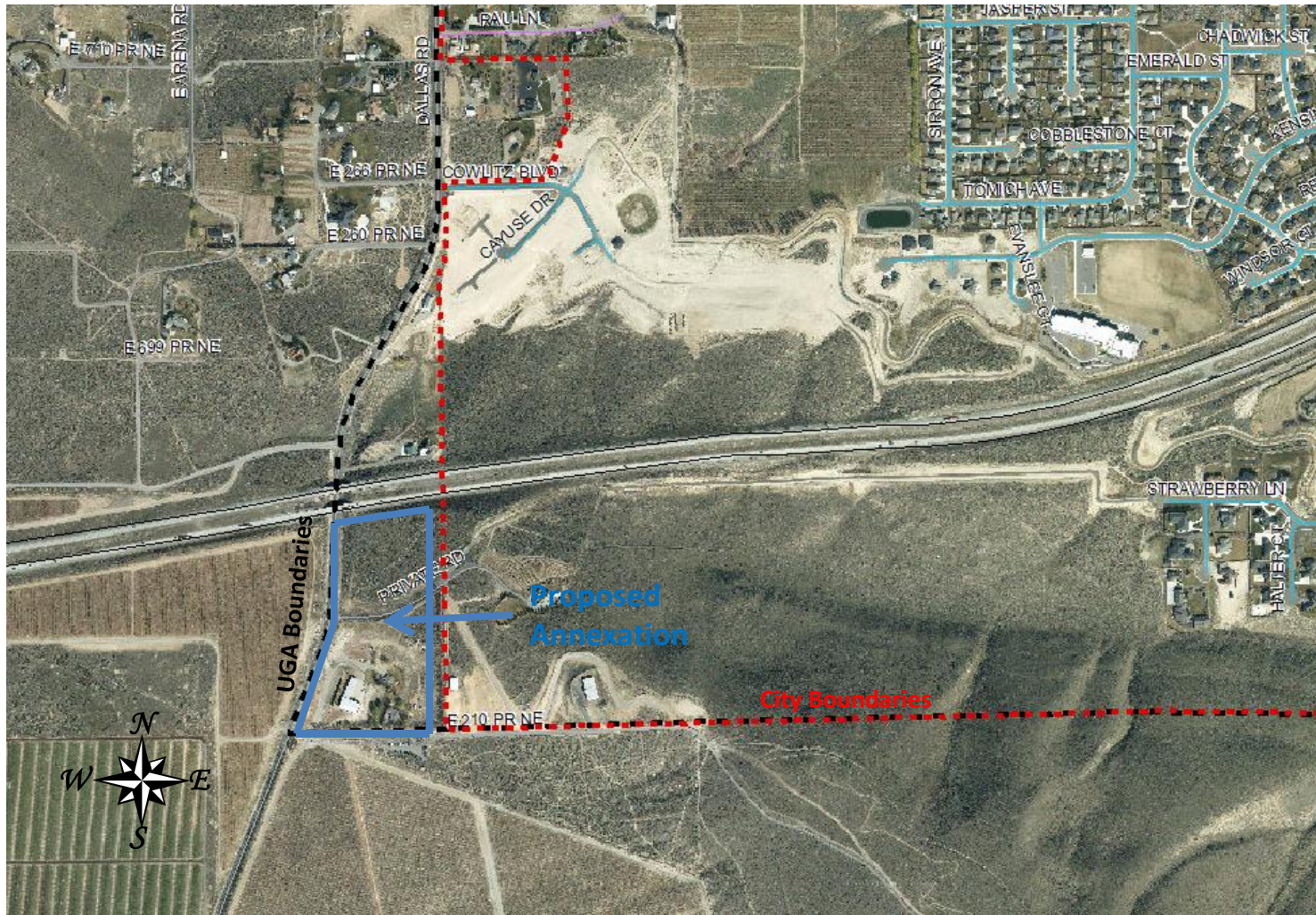
This description includes the following **County Parcel Identification Number**:

1-2098-300-0001-001

Attachment 3

Proposed Westchester Annexation

Parcel ID #	Name/Address	Acres	Value
1-20983000001001	Premiere Columbia Properties LLC 2004 Fox Drive, Suite L Campaign, IL 61820	15.66	\$702, 180



PROPOSED WESTCHESTER ANNEXATION

**BENTON COUNTY
BOUNDARY REVIEW BOARD**

Prosser 786-5612
Fax # 786-5629

P.O. Box 910 - Planning Annex
1002 Dudley Avenue
Prosser, Washington 99350

Tri-Cities 736-3086

February 6, 2015

Rick Simon
Development Services Manager
City of Richland
840 Northgate Drive
Richland WA 99352

RE: Annexation request by the City of Richland of approximately 15.6 acres - BRB 2014-004


Dear Mr. Simon:

On December 9, 2014 a Notice of Intention for annexing approximately 15.6 acres located in Section 20, Township 9 North, Range 28 East, W.M., was received from you by this office. The forty-five day period in which any governmental unit affected may file a request for a review of the action or a petition requesting review may be filed has ended.

Since no action was taken by the Boundary Review Board and no request for review was received within the forty-five day review period, you may proceed with the remaining steps necessary to annex the approximately 15.6 acres into the City of Richland. Per the Boundary Review Boards Rules of Procedure this approval is valid for a period of three years. After expiration of the three year time period, an uncompleted annexation must be re-filed with the Board for approval, in light of changed conditions or circumstances.

Upon annexation of these parcels into the City please forward a copy of the final documentation to our office. If you have any questions with reference to this matter, don't hesitate to contact this office.

Sincerely,



MICHAEL SHUTTLEWORTH, Chief Clerk
BENTON COUNTY BOUNDARY REVIEW BOARD

MES:djh•

CC: Prosecuting Attorney's Office
Assessor's Office, Encl. Legal and Maps



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 48-15, Awarding Bid to Circle H Construction, Inc. for the City of Richland Fiber Build 2015 Project

Department:

Assistant City Manager

Ordinance/Resolution Number:

48-15

Document Type:

Contract/Agreement/Lease

Recommended Motion:

Adopt Resolution No. 48-15, authorizing the City Manager to sign and execute a contract with Circle H Construction, Inc. in the amount of \$194,609.35 for construction of the City of Richland Fiber Build 2015.

Summary:

In 2010, the Tri-Cities Research District (TCRD) was successful in obtaining a grant from the Department of Commerce for developing broadband with the TCRD. The grant was awarded through the Innovation Partnership Zone program. Both the Port of Benton and City of Richland participated in the original grant. The grant leveraged proposed Richland investments in the City's broadband initiative and fiber improvements funded through Local Revitalization Financing. The initial phase of the City of Richland's fiber optic broadband construction project, required for this project, is nearing completion and the design for the TCRD fiber system has been completed. The grant's required end date was extended in June 2013 by the Department of Commerce to June 30, 2015.

An Inter-local Cooperative Agreement (ILA) between the City of Richland and the Port of Benton was approved by Council on June 4, 2014 authorizing the City Manager to sign the ILA (Contract No. 130-14).

Bid documents were published on January 11, 2015. Four bids were received for the North Richland/Port of Benton fiber optic construction project with Circle H Construction, Inc. as the lowest bidder. This project provides fiber optic access to internet services for business in Innovation Partnership Zone along with connectivity between Washington State University (WSU) Wine Science Center and the other building on the WSU Richland Campus.

Fiscal Impact:

The Department of Commerce grant provides \$220,000 for the development of fiber optics within the Tri-Cities Research District, of which the Port of Benton will pay to the City of Richland. The grant requires a \$385,000 local match which will be provided by the City's current fiber optic backbone initiative and Local Revitalization Financing dollars slated towards the development of fiber optic connectivity in North Richland.

Attachments:

1. Proposed Resolution
2. Resolution 96-14 with Port of Benton
3. Interlocal Agreement with Port of Benton
4. Location Map
5. Bid Tab

RESOLUTION NO. 48-15

A RESOLUTION of the City of Richland authorizing the award of bid and execution of a construction contract with Circle H Construction, Inc. for the City of Richland Fiber Build 2015 project.

WHEREAS, the City of Richland and the Port of Benton have entered into an Interlocal Agreement for broadband infrastructure improvements to accommodate additional economic development; and

WHEREAS, the City of Richland and the Port of Benton are leveraging a partnership to enhance access to broadband within the Tri-Cities Research District in Richland, Washington; and

WHEREAS, City staff solicited bids in accordance with the City's purchasing policies, receiving and opening four (4) bids on February 10, 2015; and

WHEREAS, Circle H Construction, Inc. submitted the lowest responsible bid of the four (4) received; and

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

WHEREAS, it is in the City's best interest to proceed to complete the project in accordance with the Interlocal Agreement, project design, and the lowest responsible bid; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, authorizes the City Manager to:

1. Sign and execute the City of Richland Fiber Build 2015 construction contract with Circle H Construction, Inc. in accordance with their bid received on February 10, 2015; and
2. Direct the Assistant City Manager's Office, IT Division, to administer the construction contract and execute change orders as required fulfilling the design intent of the contract within the constraints of the approved budget.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 3rd day of March, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

RESOLUTION NO. 96-14

A RESOLUTION of the City of Richland authorizing the City Manager to sign and execute an Interlocal Cooperative Agreement with the Port of Benton for Broadband Infrastructure Improvements.

WHEREAS, the City of Richland and the Port of Benton have determined that broadband infrastructure is in need of some improvements to accommodate additional economic development within the Tri-Cities Research Park; and

WHEREAS, the Tri-Cities Research District was successful in obtaining a grant for developing broadband through the Department of Commerce Innovation Partnership Zone Program; and

WHEREAS, the grant leverages City of Richland investments in its broadband initiative funded through Local Revitalization Financing; and

WHEREAS, the Interlocal Cooperative Agreement with the Port of Benton, adopted on June 4, 2013, required the City to produce biddable construction documents by June 30, 2014; and

WHEREAS, the City has made substantial progress on the project, but did not meet the June 30, 2014 deadline; and

WHEREAS, it is necessary to extend the Interlocal Cooperative Agreement through completion of the project; and

WHEREAS, it is the intent of the City and the Port to finalize design, bid the project, and begin construction in the third and fourth quarters of 2014.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the Interlocal Cooperative Agreement with the Port of Benton for Broadband Infrastructure Improvements is approved.

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 1st day of July, 2014.




DAVID W. ROSE
Mayor

ATTEST:



MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:



HEATHER KINTZLEY
City Attorney

INTERLOCAL COOPERATIVE AGREEMENT
between
THE CITY OF RICHLAND AND THE PORT OF BENTON, WASHINGTON
for
BROADBAND INFRASTRUCTURE IMPROVEMENTS

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this 1st day of July, 2014 between the City of Richland, Washington, a Washington Municipal Corporation and the Port of Benton Washington, referred to as the "Jurisdictions".

WHEREAS, the Jurisdictions are, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), authorized to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Jurisdictions, and;

WHEREAS, the Jurisdictions have determined that Broadband Infrastructure is in need of some improvements in Richland, Washington to accommodate additional economic development within the Tri-Cities Research Park, which is in the best interest of the Jurisdictions and the public, and;

WHEREAS, said project will help to attract student, visitors, and companies to the area, and;

WHEREAS, the Jurisdictions, by their respective governing bodies, have determined this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions;

WHEREAS, the Port of Benton acts as the communities administrator for the State of Washington Innovation Partnership Zone designation;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Jurisdictions agree as follows:

Section 1. Purpose. The purpose of this Agreement is to formalize a commitment to improve broadband infrastructure and fiber adjacent to and within the Tri-Cities Research District (see attached map) in Richland, Washington (the Project).

Section 2. Administration. This Agreement shall be administered by the Richland City Manager or their designee. Such person shall be responsible for:

- (a) Establishing policies for implementing this Agreement;
- (b) Providing periodic progress reports to the elected officials of each Jurisdiction;
- (c) Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.

Section 3. Funding. Each Jurisdiction hereby commits to provide funding as set forth below:

- (a) City of Richland, Washington: \$385,000
- (b) Port of Benton: \$220,000 solely from State IPZ Broadband Grant Funds

Such funding shall be used for actual construction for the Project per the requirements of the Washington State Department of Commerce Construction Grant Contract No. S11-97205- 007(Attachment A). The Port of Benton has contracted for cultural resource review and will pay for and oversee a monitoring contract with the Confederated Tribes of the Umatilla's for this project.

Section 4. Development and Design Requirements. Each Jurisdiction hereby commits to the provisions as set forth below:

- (a) The City will perform construction for improvements to Broadband Infrastructure within the TCRD or that are adjacent to the TCRD and will serve the TCRD and generate biddable construction drawings by August 30, 2014.
- (b) The City agrees to satisfy and comply with the Port's requirements under its contract for this portion of funds from the Washington State Community Trade and Economic Development.

Section 5. Modification. This Agreement may be modified only by unanimous written consent of each Jurisdiction.

Section 6. Term of Agreement and Termination.

- (a) The term of this Agreement shall become effective on full execution hereof.
- (b) This Agreement shall expire on the date of completion of the Project[s].

Section 7. Inspection of Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any Jurisdiction during the term of this Agreement and for three years after its termination.

Section 8. No Separate Legal Entity. It is not the intention that a separate legal entity be established to conduct the cooperative undertaking nor is the acquiring, holding or disposing of real or personal property anticipated.

Section 9. Severability. In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not effect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year written below.

PORT OF BENTON



Scott D. Keller,
Executive Director

Date: July 8, 2014

STATE OF WASHINGTON)

COUNTY OF BENTON)

SS.

I certify that I know or have satisfactory evidence that Scott D. Keller is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: July 8, 2014

Notary Seal



Veronica Montez
(Signature of Notary)

Veronica Montez
(Legibly Print or Stamp Name of Notary)

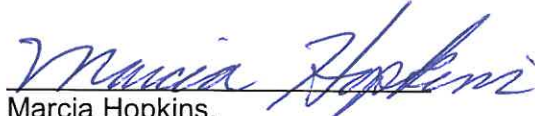
Notary Public in and for the State of Washington
My appointment expires: April 6, 2016

CITY OF RICHLAND

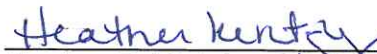

CYNTHIA D. JOHNSON,
City Manager

Date: JUL 11 2014

ATTEST:


Marcia Hopkins,
City Clerk

APPROVED AS TO FORM:


Heather D. Kintzley, City Attorney
Date: 7-11-14 2014

STATE OF WASHINGTON)

COUNTY OF BENTON)


SS.



I certify that I know or have satisfactory evidence that ~~Cynthia D. Johnson~~ is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

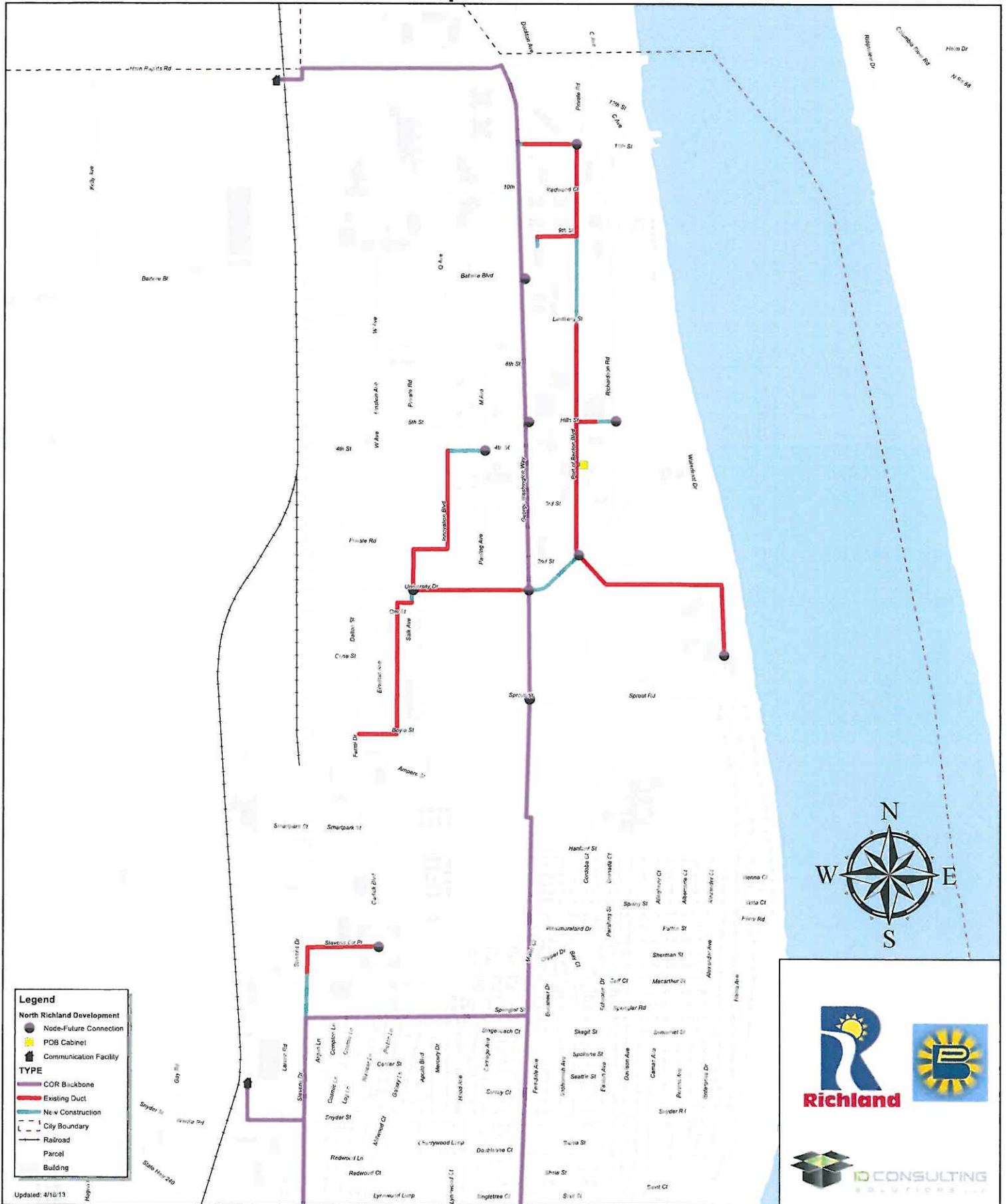
DATED: 7/11/14

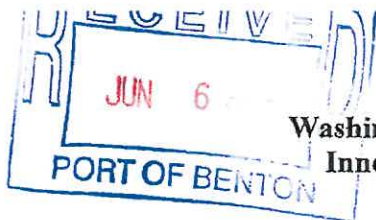



(Signature of Notary)
DEBRA C. BARHAM
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: 11/16/16

City of Richland/Port of Benton

North Richland Development: Infrastructure Review





Amendment




Contract Number: S11-97205-007

Amendment Number: C

Washington State Department of Commerce
Innovation Partnership Zone Program

Grant Amendment

ORIGINAL

1. Contractor Port of Benton 3100 George Washington Way Richland, WA 99354		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated)		4. COMMERCE Representative (only if updated) Jaclyn Woodson Program Manager 360-725-4049 jaclyn.woodson@commerce.wa.gov PO Box 42525 Olympia, WA 98504-2525	
5. Original Contract Amount (and any previous amendments) \$250,000	6. Amendment Amount N/A		7. New Contract Amount \$250,000
8. Amendment Funding Source Federal: State: X Other: N/A:		9. Amendment Start Date Upon Final Execution	10. Amendment End Date June 30, 2015
11. Federal Funds (as applicable): N/A	Federal Agency: N/A		CFDA Number: N/A
12. Amendment Purpose: CONTRACT EXTENSION: This amendment extends the Contract end date to June 30, 2015.			
COMMERCE, defined as the Department of Commerce, and the CONTRACTOR acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contract Terms and Conditions including Attachment A: Revised Scope of Work. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the CONTRACTOR. Any reference in the original Contract to the "Contract" shall mean the "Contract As Amended".			
FOR CONTRACTOR  May 21, 2013 Date		FOR COMMERCE  Daniel Malarkey, Deputy Director Department of Commerce  6/7/13 Date APPROVED AS TO FORM ONLY Sandra Adix (signature on file) Assistant Attorney General June 14, 2011 Date	

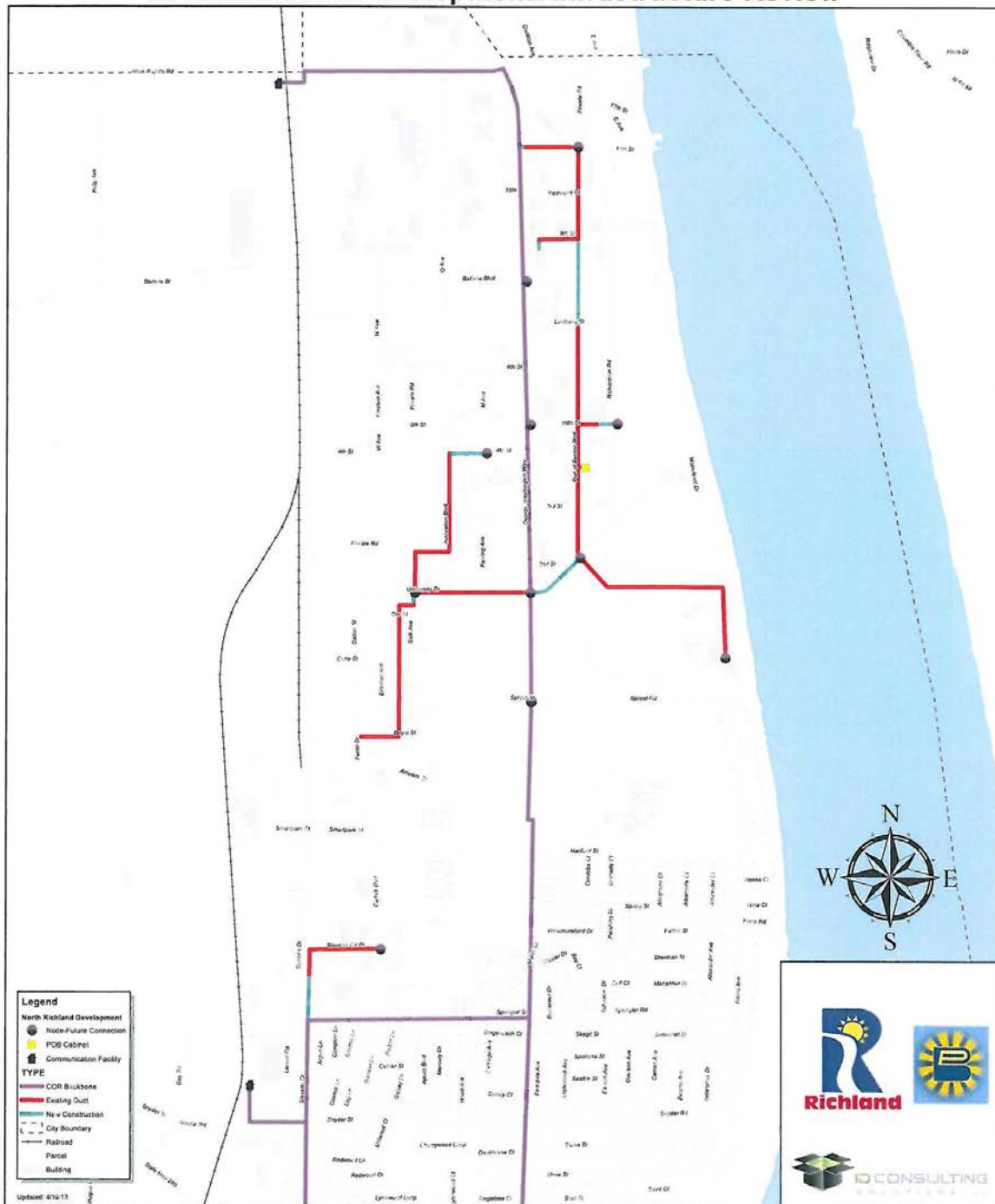
Amendment

This Contract is amended as follows:

- The Contract end date is extended from June 30, 2013 to June 30, 2015.
- Continuing program reports are due on a quarterly cycle.
- The final invoice must be submitted to the DEPARTMENT no later than July 15, 2015.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

City of Richland/Port of Benton **North Richland Development: Infrastructure Review**



City of Richland

DATE BIDS OPENED:	February 10, 2015	SB #	15-0002	
**PROJECT NAME **	Fiber Build 2015			

[illegible]



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Resolutions – Adoption

Key Element:

Subject:

Resolution No. 49-15, Approving the 2015 Interlocal Cooperation Agreement for Multi-Agency Three Rivers Information & Communications Services (MATRICS)

Department:
Police Services

Ordinance/Resolution Number:
49-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 49-15, authorizing the City Manager to sign and execute the 2015 Interlocal Cooperation Agreement for Multi-Agency Three Rivers Information and Communications Services entered into by and between the Cities of Richland, Kennewick and Pasco, and the Counties of Benton and Franklin.

Summary:

The Multi-Agency Three Rivers Information and Communication Services (MATRICS) was created to allow all current and future Member Agencies to effectively and efficiently meet their combined needs for public safety communications, records retention and usage, information technology, and other approved functions. MATRICS, a public body, being an instrumentality of its members, shall be organized as a nonprofit corporation under Chapter 24.06 RCW as authorized by the Interlocal Cooperation Act, Chapter 39.34 RCW. Upon incorporation, MATRICS shall create and approve by-laws consistent with the terms provided herein. Membership of the corporation shall be limited to the Member Agencies participating in this Agreement.

MATRICS is designed to replace the dispatch function currently operated by BCES, and will be a stand-alone legal entity.

This agreement becomes effective once it has been adopted and executed by the last Member Agency's legislative authority.

Fiscal Impact:

Richland, as a Member Agency, will pay MATRICS an Annual Levy as determined by the Board, similar to the fees that are currently paid to BCES. The business plan for MATRICS anticipates that this will be sufficient to fund its administrative costs. Under current BCES agreements Richland, as the Administrative Jurisdiction, receives approximately \$220,000 per year to compensate for the costs of providing administrative support. The MATRICS Agreement supercedes the BCES interlocal agreement upon its effective date. Further planning and discussion is needed to determine if Richland will continue to fulfill this role during the transition from BCES to MATRICS.

Attachments:

1. MATRICS Interlocal Agreement
2. Resolution No. 49-15



2015 INTERLOCAL COOPERATION AGREEMENT
FOR
MULTI-AGENCY THREE RIVERS INFORMATION &
COMMUNICATION SERVICES
(MATRICS)

This 2015 Interlocal Cooperation Agreement for Multi-Agency Three Rivers Information and Communications Services (“Agreement”) is entered into by and between the Cities of RICHLAND, KENNEWICK and PASCO, and the Counties of BENTON and FRANKLIN (collectively, the “Member Agencies”), and shall be effective on the date on which it has been adopted and executed by the legislative authority of the last Member Agency.

RECITALS

WHEREAS, Chapter 39.34, RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, various municipalities, agencies, and entities located within the Counties of Benton and Franklin recognize the benefit the public would receive from providing consolidated emergency and public safety communications, records, and information technology to maximize efficiency and effectiveness of service to the public at minimum cost; and

WHEREAS, partial consolidation has been realized under the Bi-County Police Information Network (BI-PIN) Interlocal Agreement and the Benton County Emergency Services (BCES) Interlocal Agreement, both of which are superseded and replaced by this Agreement; and

WHEREAS, the undersigned Member Agencies now desire to create a single services management organization to provide law enforcement, fire and emergency medical services, communications technology, and related support services to the participants of this Agreement as the most effective and economical method to support each of the Member Agencies’ respective constituents; and

WHEREAS, to these objectives these Member Agencies are, or will be, committing themselves by appropriate legislative action.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, upon approval of each of the Member Agencies in accordance with RCW 39.34:

1. CREATION OF MATRICS. The Multi-Agency Three Rivers Information and Communication Services (hereinafter “MATRICS”) is hereby created to allow all current and

future Member Agencies to effectively and efficiently meet their combined needs for public safety communications, records retention and usage, information technology, and other approved functions. MATRICS, a public body, being an instrumentality of its members, shall be organized as a nonprofit corporation under Chapter 24.06 RCW as authorized by the Interlocal Cooperation Act, Chapter 39.34 RCW. Upon incorporation, MATRICS shall create and approve by-laws consistent with the terms provided herein. Membership of the corporation shall be limited to the Member Agencies participating in this Agreement.

2. ASSIGNMENT OF CONTRACTS, RIGHTS, AND DUTIES. MATRICS is authorized to assume, at its discretion, assignment of all contracts, rights, and duties so existing between BCES and/or BI-PIN and any other persons or organizations as of the effective date of this Agreement.

3. PRIOR INTERLOCAL AGREEMENTS SUPERSEDED. This Agreement is intended to supercede and replace the Bi-County Police Information Network ("BI-PIN") Interlocal Agreement entered into in 1982 and amended in 1988, 1992, 1995, and 2003, and the non-emergency management functions (i.e., dispatch functions) of the Benton County Emergency Services ("BCES") Interlocal Agreement entered into in 1996 and amended in 2006 and 2008.

4. DEFINITIONS.

a. "Agreement" means this Multi-Agency Three Rivers Information and Communication Services Interlocal Cooperation Agreement.

b. "Member Agency" or "Member Agencies" means those jurisdictions who are fully participating, have ownership equity in MATRICS, are meeting financial obligations, and have voting rights as determined within this Agreement. At the onset of this Agreement, this shall mean Franklin County, Benton County, and the Cities of Pasco, Kennewick, and Richland.

c. "Subscribers" means those municipal jurisdictions who are receiving some or all of the services provided by this organization for a contract fee, who do not have voting rights on the Board of Directors ("Board") and may not participate on the Strategic Advisory Committee.

d. "Service Line" means a major category of service being offered by MATRICS to its Member Agencies and subscribers, having an associated fee schedule/formula.

e. "Quorum" means a majority of the number of members of the Executive Board. The Board is required to have a quorum in order to conduct business.

f. "Communications Center" is the physical location where emergency telephone numbers are answered by trained staff and from which law enforcement, fire and emergency medical services are directed to respond to emergency calls.

g. "Calls for Service" or "CFS" refers to an assignment directed by the Dispatch Center to law enforcement, fire and/or emergency services requiring the assigned

agency to respond and provide services.. The calls are initiated by the Dispatch Center and issued through normal channels (e.g., digitally through the CAD system, via radio).

h. “Data Center” is the facility used to house computer systems and associated components, such as telecommunications and storage systems. It generally includes redundant or backup power supplies, redundant data communications connections, environmental controls (e.g., air conditioning, fire suppression) and security devices.

i. “Seats” refers to the number of licenses for software that a jurisdiction may use, typically as measured through the number of authorized log-ins to the software.

j. “Absolute two-thirds vote” means two-thirds of the total eligible voters, whether present or not, on an issue are required for approval of an action. An absolute two-thirds vote is required for approval of MATRICS policies, budget adoption and amendment, and all personnel actions. All other actions of the Executive Board require approval by simple majority vote. Abstentions shall be counted as nay votes.

5. TERM OF AGREEMENT. This Agreement shall be of unlimited duration, subject to the termination provisions contained herein. The effective date of this Agreement shall be the date the last-signing Member Agency obtains legislative approval of this Agreement.

6. PURPOSE. Through this Agreement, the Member Agencies assign to MATRICS the authority for public safety communications, certain records retention and usage, and other approved functions as determined by the Board, for the purpose of communications and dispatching for public health and safety services.

7. MEMBERSHIP. The “Member Agencies” of MATRICS shall be the municipalities, agencies, and entities listed in Exhibit A that have approved this Agreement in accordance with RCW 39.34.030, as well as those municipalities, agencies, and entities that, from time to time, may be permitted by the Member Agencies to join MATRICS as Member Agencies, and that shall approve this Agreement, and any amendments thereto, in accordance with RCW 39.34.030 and the provisions of this Agreement.

a. Process for Adding New Members. Upon receipt of a written application or request to join MATRICS, the Executive Director shall present it to the Board Chair, who will forward it to the Board of Directors at their next board meeting. The Board may direct an evaluation to be completed by the Executive Director to determine the operational and fiscal impacts of adding the proposed member to MATRICS. A preliminary report of any such report will be presented to the Board at its next meeting. The Board may take action on the application or direct that further study be undertaken to address remaining issues or concerns identified by the Board. The results of such study shall be presented to the Board at a regular or special meeting as soon as practicable. After receiving the final report, the Board may take action to approve , deny or table an application. As a condition of membership, new Members added to MATRICS must agree to execute an Addendum to this Agreement recognizing said new Member and specifying the Member’s financial responsibility to MATRICS as provided in Section 12(g)(5), below.

b. Change in Existing Member Status. The parties recognize that over time the status of one or more of its existing member organizations may change as a result of mergers, consolidations, creation of a regional fire authority, or other organizational status changes. At least six (6) months prior to the effective date of such change in status of any member, such member shall provide notice to the Board and submit any and all reasonably necessary information requested by the Executive Director to MATRICS, to facilitate evaluation of potential operational and fiscal impacts on MATRICS. The Executive Director shall present his/her findings to the Board.

- (1) If a majority of the Board finds that the change in a member(s) legal status has a material impact on the finances or operations of MATRICS, the Members agree that this Interlocal Agreement shall be renegotiated to address such impact(s).
- (2) If a majority of the Board finds that the change in a Member's legal status has no material impact on the finances or operations of MATRICS, the Members agree to execute an Addendum to the Agreement recognizing the Member's successor-in-interest or assignee, as necessary to accurately reflect the current Membership of MATRICS.

8. SUBSCRIBING AGENCIES. The "Subscribing Agencies" of MATRICS are those municipal jurisdictions who are receiving some or all of MATRICS's services for a contract fee, who do not have voting rights on the Board, and do not participate on the Strategic Advisory Committee. The Board shall stipulate the application process for a jurisdiction desiring to become a Subscriber for all or partial Service Lines of MATRICS. Said jurisdiction must be located either within or adjacent to a county that is a Member Agency of MATRICS. Board approval is required prior to offering such services. Such new Subscribers would be subject to the Service Line costs based upon their usage, and responsible for paying a network attachment fee to connect to the MATRICS network in such amounts as determined by the Board.

9. BOARD OF DIRECTORS. MATRICS shall be governed by a Board of Directors ("Board") composed of Board Members appointed by the legislative bodies of the various Member Agencies to this Agreement. Each Member Agency shall be entitled to one Board Member. Each Member Agency shall designate one or more "Alternate Board Member(s)" for its Board Member position(s). Alternate Board Members, whose names shall be filed with MATRICS, shall act in lieu of the Board Member when the Board Member is not otherwise available to attend meetings. The Alternate Board Member shall have full powers to vote and act as a Board Member at all meetings that the Alternate Board Member attends in lieu of the regular Board Member.

10. BOARD ACTIONS AND VOTING. Unless otherwise provided in this Agreement, decisions of the Board shall be made at a public meeting for which proper notice was given and after a quorum has been established. The presence of fifty-one percent (51%) of the total number of Member agencies shall constitute a quorum for the purpose of transacting business.

11. BOARD OF DIRECTORS POWERS. In furtherance of its purposes, the Board shall have the power to:

- a. Acquire, receive, take by gift, construct, improve, own, manage, lease, transfer, and sell real, personal, and intangible property;
- b. Operate and maintain MATRICS's equipment and facilities;
- c. Enter into contracts with public and private entities;
- d. Employ and terminate personnel, with or without cause, and contract for personnel and services with public and private entities;
- e. Defend and pursue legal actions;
- f. Establish and collect rates, fees, charges, and collect assessments as determined by this Agreement;
- g. Review and adopt an annual budget and approve budget expenditures;
- h. Recommend action to the legislative bodies of the Member Agencies;
- i. Establish policies, guidelines, or regulations to carry out MATRICS's operations and responsibilities; and
- j. Exercise all other powers that are within the statutory authority of, and may be exercised by, its Member Agencies with respect to their duty to provide emergency and public safety communications services, and all other duties that each Member Agency has assigned to MATRICS pursuant to this Agreement.

12. BOARD DUTIES.

a. Board Chair/Meetings. The Board, at its initial meeting, to be held no later than September 2, 2015, shall elect a Chair and Vice-Chair from among the Board Members. The Chair will be the presiding officer of the Board and Board meetings. The Vice-Chair will act as the presiding officer in the Chair's absence, unless the Vice-Chair is also absent, in which event a pro tem Chair shall be elected by a majority of the Board to act as the presiding officer of that meeting. Should the Chair resign from his or her position during the year, the Vice-Chair will assume the position of Chair, and the Board shall elect a new Vice-Chair. At the initial meeting, the Board also shall determine the time and place of its meetings; provided that the Board may, with notice, change its meeting schedule. The Board shall hold meetings at the call of the Chair or any two or more members. In no case shall the Board meet less than twice annually. Meetings shall be held at a location within the MATRICS service area.

b. Board Committees. The Board Chair may, as the need exists, create Ad Hoc Technical Advisory Committees to engage in activities in support of the Board's work. Committees will be composed of Board Members, Alternate Board Members, Strategic Advisory Committee members, and/or individuals with relevant expertise or experience beneficial to the particular committee objective. Committee members shall be volunteers appointed by and serving at the will of the Board Chair.

c. Executive Director. The Board shall appoint a MATRICS Executive Director, who shall be selected based on his or her relevant technical, financial and administrative experience and competence. The appointment shall be made on the basis of merit only. The Executive Director is an “at will” position and may be terminated from the position upon vote of the Board with or without cause. The Executive Director shall report to the presiding officer and be responsible to the Board; shall advise the Board, by budget proposals and other appropriate means, with regard to legislative action being considered by the Board; shall administer the program and operations of MATRICS consistent with policies adopted by the Board; shall be the Board’s financial officer, with any disbursements exceeding budgeted amounts to be approved in advance by the Board; shall have authority, delegated by the Board, to hire, discipline, and discharge all MATRICS personnel consistent with policies adopted by the Board; and shall perform such additional duties and exercise such additional authority as the Board may, from time to time, assign to or confer upon the Executive Director.

d. Additional Services. The Board shall evaluate and determine the appropriateness of including additional communications, dispatching or other services for Member Agencies and others, when so requested, and shall determine whether and how such services should be provided and the appropriate fees for such services; provided that such fees shall offset all installation and operational costs applicable to such services. Additional services may include, but shall not be limited to, alarms for public and private buildings. The Board shall not approve additional services that detract from the effectiveness of MATRICS’s emergency and public safety communications services.

e. Operational Enhancements. It shall be the objective of the Board to encourage future additional cooperation among Member Agencies. The Executive Director, with the advice and assistance of the Strategic Advisory Committee, shall actively consider and evaluate opportunities that would enhance the operational effectiveness of public health and safety communications, to the benefit of the taxpayers and residents of the areas served. The Executive Director’s and/or Strategic Advisory Committee’s recommendations and proposed actions may be presented to the Board and/or Member Agencies, when the Board so directs.

f. Personnel Policies. The presiding officer may, as needs require, appoint a Personnel Committee, which shall advise the Board and the Director in the formulation and administration of MATRICS’s personnel policies. The Board shall establish the personnel policies of MATRICS, and revise them as the Board deems appropriate.

g. Finances. The Board shall consider and give approval to MATRICS’s annual budget prior to October 1 of the preceding year; provided that the Board may, by resolution, set a revised deadline as required. The Board shall advise the Member Agencies of the program and objectives of the budget, the financial participation of each Member Agency, and the planned use of reserves for the ensuing year. No expenditures outside an approved budget may be made by MATRICS without express Board approval. Any and all revenues received by MATRICS shall be placed in accounts approved by the Board.

(1) MATRICS shall be funded by the proceeds of telephone excise taxes, 911 taxes, an annual levy upon Member Agencies, buy-in fees, and Service Line fees paid by subscribing agencies. Upon the effective date of this Agreement, all Member Agencies hereby

agree to assign and forward all telephone excise taxes and 911 taxes received by the jurisdiction to the operation and administration of MATRICS. The annual levy upon Member Agencies, buy-in fees, and Service Line fees paid by subscribers shall be determined and approved by the Board.

(2) MATRICS may accept gifts, grants, or loans of money, equipment or services from any lawful source. MATRICS shall cooperate with local, state and federal government agencies and any private funding sources to maximize the use of grants or gifts for equipment and operations.

(3) The Board may increase the required financial contributions of the Member Agencies within a budget year to meet emergency needs or cover extraordinary expenses not anticipated in MATRICS's approved budget. Such increases shall be proportionate to the total budget responsibility of each Member Agency. In the event the cost overrun can be attributed to one or more specific Member Agencies or subscribers, the Board may vote to assess the overrun to those specific Member Agencies or subscribers in lieu of levying all Member Agencies in proportion to budget responsibility.

(4) From time to time, some form of new service may be available to make all or part of MATRICS's operation more beneficial to some participating Member Agencies than to others. If this should be the case, any Board approval shall be contingent on approval of a separate Board action detailing the apportionment of costs to each Member Agency for the provision of said service.

(5) If a new Member Agency joins MATRICS, the Board shall determine the financial contribution for the new Member Agency from the effective date of membership until the next regular cost allocation among all Member Agencies.

13. PROPERTY AND EQUIPMENT.

a. In accordance with RCW 39.34.060, upon the effective date of this Agreement, certain properties, equipment and monies, including certain properties, equipment and monies titled to agencies superseded by this Agreement, shall become the property of MATRICS. The Board is authorized to accept title to any such property as identified in Exhibit B of this Agreement.

b. Any property, equipment, or monies lawfully acquired, from any source and in any way, after the effective date of this Agreement shall be the sole property of MATRICS.

c. As needed, and in conformance with the approved budget, equipment and furnishings may be acquired by, and title shall rest with, MATRICS. The Executive Director shall maintain a schedule of such equipment. Requested changes in equipment and furnishings shall be included in the Executive Director's draft annual budget and presented in detail to the Board during the budget review process.

14. STRATEGIC ADVISORY COMMITTEE. The Strategic Advisory Committee, to be composed of the Police and Fire Chiefs of the Member Agencies, or their designees, shall

meet periodically with the Executive Director to assist and advise the Executive Director as to operational and procedural matters. The Strategic Advisory Committee shall select an individual to act as its Chair. The Chair shall advise the Board at its regularly scheduled meetings, and otherwise as appropriate, of the needs of the operating departments serviced by MATRICS when requested by the Executive Director or any member of the Board of Directors.

15. WITHDRAWAL/REMOVAL FROM MATRICS.

a. Withdrawal. The parties acknowledge that in entering into this Agreement, significant financial and personnel resources have been expended. Therefore, no Member Agency may voluntarily withdraw from this Agreement within the first five (5) years following the date of membership. After such time, any Member Agency may withdraw from MATRICS by giving written notice of no less than twelve (12) months (the “Withdrawal Period”). The written notice must contain evidence of approval of the withdrawal by the Member Agency’s legislative authority. The withdrawal will be effective on December 31 following the expiration of the Withdrawal Period. Once submitted, a notice of withdrawal may be rescinded only with approval of the Board.

b. Removal of a Member Agency. Any Member Agency may be removed from MATRICS by the Board where it finds that the Member Agency has materially breached this Agreement. A material breach is defined as a failure to pay the required Member Agency contribution toward the annual budget within a reasonable amount of time after receiving written notice to pay the same. A Member Agency removed from MATRICS under this Section shall pay all costs incurred by MATRICS in recovering said delinquent funds, including reasonable attorney’s fees and court costs.

16. DISSOLUTION OF MATRICS. If the Board votes to dissolve MATRICS, the organization shall be dissolved as of December 31 of the year in which the vote was taken, unless the Board votes to extend the time for dissolution to a later date to accommodate the need to transition services to another qualified agency or for any other business purpose.

17. DISPOSITION OF ASSETS UPON DISSOLUTION. In the event of dissolution, the costs associated with dissolving MATRICS and disposing of its assets shall be borne jointly by all Member Agencies. Assets shall be disposed of by sale or distribution in accordance with state law. Upon the dissolution of MATRICS, and after payment of all valid costs, expenses, and charges incurred by MATRICS, in the winding up of the agency’s business affairs, the Agency and/or the Board shall disburse all remaining funds held by MATRICS, as well as any funds derived from the sale of any property, to the then participating Member Agencies in an amount proportionate to each Member Agency’s percentage of financial contribution made during the year of dissolution.

a. Any Member Agency whose withdrawal or removal from this Agreement has become effective prior to the vote to dissolve MATRICS shall have no right to receive any portion of the distribution of MATRICS’s assets by virtue of its participation in MATRICS prior to the effective date of its withdrawal or removal.

b. All legal and financial obligations incurred by MATRICS prior to termination shall remain the obligation of MATRICS.

18. OPERATIONAL INTERCONNECTS. Each Member Agency is responsible for and retains authority over its operational departments and for such equipment and services as are required at its place of operation to interconnect with MATRICS's operations.

19. INSURANCE. MATRICS shall maintain, and shall include in its budget provision for, liability and casualty insurance policies as the Board shall determine appropriate. This obligation may be accomplished by participation in an insurance pool or self-insurance program established in accordance with the laws of the State of Washington.

20. INDEMNIFICATION/SURVIVAL OF INDEMNITY. The Member Agencies and any former Member Agencies shall share in any excess liability of MATRICS for claims, losses, or liabilities that arose during a budget year on the same percentage basis as their relative financial participation in MATRICS for that budget year. "Excess liability" shall refer to liability incurred by MATRICS, as determined by judgment or approved settlement agreement, that is in excess of applicable insurance coverage (including excess liability insurance policies). Whether or not a claim, loss, or liability arose during a particular budget year shall be determined by the date on which the incident or incidents occurred that gave rise to such liability. A Member Agency that withdraws from MATRICS shall be obligated by its participation in any budget year to share in any excess liability arising during that budget year regardless of date of judgment or approved settlement agreement, as stated herein. The provisions of this Section shall survive any of the following: termination of this Agreement, legal dissolution of MATRICS, or the withdrawal of any Member Agency.

21. MAINTENANCE AND AUDIT OF RECORDS. MATRICS shall maintain books, records, documents and other materials relevant to its performance under this Agreement which sufficiently and accurately reflect any and all direct and indirect costs and expenses incurred or paid in the course of performing this Agreement. These records shall be subject to inspection, review and audit by a Member Agency or its designee, the Washington State Auditor's Office, and authorized federal agencies. MATRICS shall retain all such books, records, documents and other materials in accordance with the Washington State Archivist's Retention Schedule.

22. RECORDS ACCESS. MATRICS shall be responsible for compliance with the Public Records Act. In Addition, MATRICS shall provide that its use of confidential information complies with all applicable laws. MATRICS shall establish rules and regulations governing access to and security for the data communications network and for any confidential information it receives. Such rules and regulations shall be consistent with the applicable laws governing confidentiality and authorized uses of such records.

23. DISPUTE RESOLUTION. The parties intend to resolve all disputes relating to the interpretation and application of this Agreement through informal discussions at the appropriate staff level. In the event disputes cannot be resolved informally, the parties agree to submit the dispute to non-binding mediation before resorting to arbitration. In the event the parties are unable to agree to a mediator or resolve this dispute through mediation, the dispute

shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial *de novo*, with venue placed in Richland, Benton County, Washington. The substantially prevailing party shall be entitled to its reasonable attorney fees and costs as additional award and judgment against the other.

24. NOTICE. Unless otherwise notified in writing, notice required to be given to MATRICS under the terms of this Agreement shall be directed to the following:

Chair, MATRICS Board of Directors
c/o Principal Agency Address

Notice required hereunder may be given by mail, overnight delivery, facsimile or email (with confirmation of transmission), or personal delivery. Any participant wishing to change its mail or email address shall promptly notify the MATRICS Board Chair. Notice or other written communications shall be deemed to be delivered when postmarked, sent by facsimile or email (with confirmation of transmission), or received by personal delivery.

25. FILING. Prior to its entry in force, this Agreement shall be filed with the Benton and Franklin County Auditors, or, alternatively, listed by subject on a Member Agency's website or other electronically retrievable public source as provided by RCW 39.34.040.

26. SEVERABILITY. If any provision of this Agreement is determined to be invalid or unenforceable, all of the other provisions shall remain valid and enforceable notwithstanding, unless the provision found to be unenforceable is of such material effect that this Agreement cannot be performed in accordance with the intent of the Member Agencies in the absence thereof.

27. VENUE. The venue for any arbitration related to this Agreement shall be in Richland, Benton County, Washington.

28. AUTHORITY. This Agreement shall be executed on behalf of each Member Agency by its authorized representative, pursuant to appropriate legislative action by such Member Agency. It shall be deemed adopted and effective upon the date of execution by the last so authorized representative.

29. RATIFICATION. All prior acts taken by the Member Agencies consistent with this Agreement are hereby ratified and confirmed.

30. AMENDMENTS. This Agreement, and any exhibits to it, may be amended by written agreement approved by appropriate legislative action by all participating Member Agencies.

31. WAIVER. Nothing herein shall be deemed to waive the immunities established pursuant to Chapter 38.52 RCW or to create third party rights or liabilities.

[Signature page to follow]

THIS AGREEMENT is approved and entered into by the undersigned local government units:

CITY OF RICHLAND, WASHINGTON

By _____
Title _____
Date _____

CITY OF KENNEWICK, WASHINGTON

By _____
Title _____
Date _____

CITY OF PASCO, WASHINGTON

By _____
Title _____
Date _____

COUNTY OF BENTON, WASHINGTON

By _____
Title _____
Date _____

COUNTY OF FRANKLIN, WASHINGTON

By _____
Title _____
Date _____

Exhibit A

The following municipalities, agencies, and entities are Member Agencies of MATRICS, and are entitled to appoint the number of Board Members identified below:

Entity	Number of Board Members
City of Richland	1
City of Kennewick	1
City of Pasco	1
County of Benton	1
County of Franklin	1

RESOLUTION NO. 49-15

A RESOLUTION of the City of Richland, Washington authorizing the execution of an Interlocal Cooperation Agreement with the Cities of Richland, Kennewick, and Pasco, and the Counties of Benton and Franklin for Multi-Agency Three Rivers Information and Communications Services (MATRICS).

WHEREAS, Chapter 39.34, RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, various municipalities, agencies, and entities located within the Counties of Benton and Franklin recognize the benefit the public would receive from providing consolidated emergency and public safety communications, records, and information technology to maximize efficiency and effectiveness of service to the public at minimum cost; and

WHEREAS, partial consolidation has been realized under the Bi-County Police Information Network (BI-PIN) Interlocal Agreement and the Benton County Emergency Services (BCES) Interlocal Agreement, both of which are superseded and replaced by this Agreement; and

WHEREAS, the undersigned Member Agencies now desire to create a single services management organization to provide law enforcement, fire and emergency medical services, communications technology, and related support services to the participants of this Agreement as the most effective and economical method to support each of the Member Agencies' respective constituents; and

WHEREAS, to these objectives these Member Agencies are, or will be, committing themselves by appropriate legislative action.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute the Multi-Agency Three Rivers Information and Communication Services Interlocal Cooperation Agreement.

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 3rd day of March, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Items for Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Approve the Transfer of \$241,945 from the Tourism Promotion Area Reserve Account to be used for 2015 Tourism Related Projects

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Approve the transfer of \$241,945 from the Tourism Promotion Area Reserve Account to be used for 2015 Tourism Related Projects.

Summary:

Each year, the Tourism Promotion Area (TPA) submits an annual Business Plan and Budget that is approved by the City of Richland and other participating agencies. Council approved the 2014 TPA Business Plan and Budget at their October 21, 2014 Council meeting.

The TPA currently has a balance of \$264,672 available in reserves for reinvestment in new projects. The TPA Commissioners voted unanimously to request \$241,945 from the reserve account for the following tourism related projects:

Project

Quick Response Fund	\$50,000
In-Flight Magazine Advertisements	\$32,000
2015/2016 Fall & Spring television Ad Campaigns in Portland and Spokane	\$60,000
Revise Television Commercial	\$10,000
Trade Show Booth	\$2,500
2015 Bring Your Meeting Home Campaign	\$24,300
Sports Industry Tradeshow Sponsorship	\$15,000
Print Advertising WACVB Western Destinations Guide	\$4,645
Internet Marketing: Cvent Enhanced Listing	\$8,500
Tri-Cities Airport Kiosk	\$20,000
Total	<u>\$241,945</u>

Fiscal Impact: No impact to the City's 2015 budget. The reserves mentioned above are funds held by the Tourism Promotion Area, administered by the Tri-Cities Visitor and Convention Bureau.

Attachments:

- I. 2015 Reserve Request Detail



TRI-CITIES

Visit

P.O. Box 2241
Tri-Cities, WA 99302-2241

509-735-8486

1-800-254-5824

Fax 509-783-9005

www.VisitTRI-CITIES.com

Info@VisitTRI-CITIES.com

Tri-City Regional Hotel-Motel Commission Tourism Reserve Balance Request

The Tri-City Regional Hotel-Motel Commission (TPA) currently has a balance of \$264,672 available in reserves for reinvestment in new projects.

The TPA Commissioners have voted unanimously to request \$241,945 from the reserve account for the following future projects, upon the Richland City Council's approval.

- **Quick Response Fund:** This pool of funds is used to provide sponsorships to conventions and sporting events which are determined to have significant visitor impact during need periods. \$50,000.00
- **In-Flight Magazine Advertisements:** The Commissioners would like to have a greater presence in quarterly publications produced by, Delta Airlines, United Express Airlines, Allegiant and Horizon Airlines. \$32,000.00
- **2015/2016 Fall & Spring Television Ad Campaigns in Portland and Spokane:** These campaigns would be similar in structure to our previous campaigns which have been placed in the greater Puget Sound Region and would increase the metropolitan markets that we advertise in to three. The campaign would be targeted to attract visitors for leisure travel during the shoulder seasons. \$60,000.00
- **Revise Television Commercial:** The new bigger, bolder, brighter television commercial produced in 2014 would be complimented by producing the same or similar ad, but incorporating fall themed events such as fall festivals, grape harvest and grape stomps. \$10,000.00
- **Trade Show Booth:** Visit TRI-CITIES has a newly updated tradeshow booth which reflects the quality of life here in the Tri-Cities with general messaging. A second tradeshow booth focused solely on the wine industry and wine experiences available in the region could be used at industry specific tradeshow. With the addition of the new Mid-Columbia Wine Tourism Council

it is likely that there will be an increase in the number of tradeshow and industry events that Visit TRI-CITIES will exhibit at. \$ 2,500.00

- **2015 Bring Your Meeting Home Campaign:** Most all destination advertising is placed outside of the Tri-Cities, where our customer base resides, however there is value in educating the local residents about the value of putting forth the effort to secure conventions that take place outside the region. A “Bring Your Meeting Home” campaign would include a direct mail piece to business leaders, local print ads and community outreach to civic groups. \$15,000.00
- **Increased Advertising for Sports:** As we become more involved in marketing to tournament directors on a national level and participating in national tradeshow, it is becoming more important to create a presence in the mind of these clients by advertising in the publications that are distributed at the tradeshow and subscribed to by these clients. \$24,300.00
- **Sports Industry Tradeshow Sponsorships:** Visit TRI-CITIES staff has identified three national sports industry tradeshow to sponsor. Top prospects attend these tradeshow and sponsorships allow more access to network and create brand awareness. The tradeshow recommended to sponsor are S.P.O.R.T.S. – The Relationship Conference; Connect Sports Marketplace; and TEAMS Conference. \$15,000.00
- **Print Advertising WACVB Western Destinations Guide** On an annual basis, the Western Association of Convention and Visitors Bureaus partners with CONVENE to produce a special *Western Destinations Guide*, a resource guide for meeting professionals planning in the west. Pricing includes Ad plus matching editorial. \$4,645.00
- **Internet Marketing: Cvent Enhanced Listing:** Cvent is an online network comprised of 200,000 suppliers worldwide. Planners can search for and compare destinations and venues, as well as find exclusive promotions. Planners send RFPs through the website to selected destinations and venues. \$8,500.00
- **Tri-Cities Airport Kiosk:** Visit Tri-Cities has secured \$40,000 in private sponsorships to design, build and maintain an interactive visitor station/kiosk at the newly renovated Tri-Cities Airport scheduled to be completed in 2016. In order to truly make the station complete with the most up-to-date technology and create the best visitor experience additional funding be needed. The Commissioners have stepped forward with additional support. \$20,000.00

TOTAL: \$241,945.00



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from February 9, 2015 - February 20, 2015 for \$4,528,036.89 including Check Nos. 220247-220585, Wire Nos. 5834-5843, Payroll Check Nos. 99878-99892, and Payroll Wire/ACH Nos. 8856-8881

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from February 9, 2015, to February 20, 2015 in the amount of \$4,528,036.89.

Summary:

Breakdown of Expenditures:

Check Nos.	220247-220585	1,926,265.52
Wire Nos.	5834-5843	558,379.03
Payroll Check Nos.	99878-99892	23,722.97
Payroll Wires/ACH	8856-8881	2,019,669.37

TOTAL		\$4,528,036.89
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Fiscal Impact:

Yes Total Disbursements: \$4,528,036.89.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
FEBRUARY 9, 2015 - FEBRUARY 20, 2015

Payee	Wire Description	Amount
Claim Wires - Wire No. 5834 to 5843		
AW Rehn Insurance	Fire Health Reimbursement Account	20,625.00
Conover	Section 125	1,773.50
Department of Licensing	Firearms Online Pmt for Concealed Licenses	291.00
LEOFF Trust	Fire Health Premiums	71,425.65
Richland Golf Management Corporation	Col. Pt. Operating Reimb 1/15	57,968.31
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	406,295.57
	Total Claim Wire Transfers	\$ 558,379.03
Payroll Wires & Direct Deposits (ACH) - Wire No. 8856 to 8881		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,019,669.37
Total Claim & Payroll Wires/ACH		\$ 2,578,048.40

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



City Of Richland

VL-1 Voucher Listing

From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
BEN FRANKLIN TRANSIT		2015031	220436	DIAL A RIDE TICKETS-JAN	\$72.00
BENTON COUNTY TREASURER		0115BC	220259	CRIME VICTIMS COMP BCDC-JAN'15	\$1,249.37
PERMIT REFUND		1515 GEORGE W WAY	220505	PERMIT REFUND-1515 GEORGE WASH	\$391.25
				PERMIT REFUND-1515 GEORGE WASH	\$136.81
RECWARE REFUND		012315	220263	REFUND-LEFT COURSE	\$6.75
		012615	220279	REFUND-CHANGED DATE	\$899.00
		020315	220325	REFUND DAMAGE DEPOSIT	\$200.00
WASHINGTON STATE TREASURER		0115WS	220377	FINES & FORFEITURES BC-JAN'15	\$52,872.14
WEBCHECK INC		5095	220379	WEBCHECK SRVCS-JAN 2015	\$482.18
UNASSIGNED TOTAL ****					\$56,309.50
Division: 001 CITY COUNCIL					
PARADISE BOTTLED WATER CO		1/15-ATTORNEY	220501	BOTTLED WATER	\$13.74
CITY COUNCIL TOTAL ****					\$13.74
Division: 100 CITY MANAGER					
MOSS ADAMS LLP	P054474	2709544	220401	COMPONENT 1:PCI DSS GAP ASSESS	\$24,332.91
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$45.83
CITY MANAGER TOTAL ****					\$24,378.74
Division: 101 CITY CLERK					
BENTON COUNTY AUDITOR		2014 GENERAL	220256	NOV 2014 GENERAL ELECTION COST	\$2,556.41
CODE PUBLISHING INC		48702	220275	RMC ORDINANCES ELECTRONIC UPDA	\$70.46
		48874	220452	2015 WEB HOSTING FEE	\$486.88
PARADISE BOTTLED WATER CO		1/15-ATTORNEY	220501	BOTTLED WATER	\$3.43
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$29.89
CITY CLERK TOTAL ****					\$3,147.07
Division: 102 CITY ATTORNEY					
COLUMBIA INDUSTRIES SUPPORT LLC		262598	220454	SHREDDING SRVCS 1/27/15	\$39.52
KENYON DISEND PLLC		182542	220483	FRONTIER COMM V COR-JAN	\$115.90
		182543		WCF MODEL CODE-JAN 2015	\$746.95
MENKE JACKSON LAW FIRM		1/2015-065	220492	GENERAL-JAN 2015	\$1,719.60
PARADISE BOTTLED WATER CO		1/15-ATTORNEY	220501	BOTTLED WATER	\$3.43
PRONTO PROCESS SERVICE INC		PTO-2015000668	220511	MESSENGER SRVCS-JAN 2015	\$40.00
WEST PUBLISHING CORPORATION DBA		831183125	220544	INFORMATION CHRGS-JAN	\$2,207.48
XEROX CORPORATION		078098865	220547	W7855 BASE CHRGS/PRINTS-JAN	\$30.73
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$47.54
CITY ATTORNEY TOTAL ****					\$4,951.15
Division: 110 ASSISTANT CITY MANAGER					
PARADISE BOTTLED WATER CO		1/15-ATTORNEY	220501	BOTTLED WATER	\$3.43



City Of Richland

VL-1 Voucher Listing

From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		078098865	220547	W7855 BASE CHRG/PRINTS-JAN	\$236.04
				W7855 BASE CHRG/PRINTS-JAN	\$30.74
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$31.25
ASSISTANT CITY MANAGER TOTAL ****					\$301.46
Division:	111	COMMUNICATIONS & MARKETING			
XEROX CORPORATION		078098882	220547	D95-PRINTSHOP COPIER USAGE	\$384.40
		078098883		C75-PRINTSHOP COPIER LSE-FIERY	\$140.31
		078098884		C75-PRINTSHOP COPIER LEASE	\$425.01
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$0.26
				PHONE CHARGES 1/23-2/22/15	\$11.58
				PHONE CHARGES 1/23-2/22/15	\$22.91
COMMUNICATIONS & MARKETING TOTAL ****					\$984.47
Division:	112	CABLE COMMUNICATIONS			
THE BUSKE GROUP		13869	220525	CABLE FRANCHISE CONSULTING	\$150.00
VMI INC	P054732	232886	220373	VADDIO 36 VOLT CAMERA POWER SU	\$299.74
	P054732			FREIGHT	\$32.87
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$12.75
CABLE COMMUNICATIONS TOTAL ****					\$495.36
Division:	113	HANFORD COMMUNITIES			
LUNDGREN, REGINA E		RCH-SB-382	220489	SPEAKERS BUREAU-JAN	\$320.00
PARADISE BOTTLED WATER CO		1/15-ATTORNEY	220501	BOTTLED WATER	\$1.72
XEROX CORPORATION		078098865	220547	W7855 BASE CHRG/PRINTS-JAN	\$30.73
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$8.37
HANFORD COMMUNITIES TOTAL ****					\$360.82
Division:	120	FIRE			
ACUITY SPECIALTY PRODUCTS INC DBA	P054835	9001448395	220431	SHIPPING	\$28.13
	P054835			#807035, ZEP POWERPLEX DETERGE	\$238.92
BENTON COUNTY FIRE DIST 1		13-81	220257	2015 ERS USER FEES-3 STATIONS	\$5,000.40
BIRKHIMER, RYAN		15-037	220392	NFA/BAGGAGE FEES/BIRKHIMER	\$60.00
CHARTER COMMUNICATIONS		1/15-11253-SUB B	220269	PERRY MTN RENT KGI-FEB	\$716.44
CITY OF RICHLAND		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$2,563.24
		15-037 BIRKHIMER	220394	NFA/EMMITSBURG/BIRKHIMER	\$300.48
EAGLE PRINTING & GRAPHIC DESIGN INC	S016127	40666	220286	4 - EA #ST310 SORT-TEK SHORT,	\$58.64
	S016127			1 - TACTICAL SWEATSHIRT, NAVY,	\$58.90
	S016127			5 - EA CUSTOMER DUFFEL BAGS,	\$46.16
	S016127			6 - EA SCREENS	\$65.16
	S016127			12 - EACH OF PC61 PORT 100% T,	\$78.19
	S016127			6 - EACH #ST310 SPORT-TEK, SHO	\$87.97
	S016127			48 - EACH #PC61T PORT 100% TAL	\$260.64
	S016127			1 - EA #4850MP JERZIE SWEAT PA	\$16.56



City Of Richland

VL-1 Voucher Listing

From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EAGLE PRINTING & GRAPHIC DESIGN INC	S016127	40666	220286	2 - EACH #K321 MOCKNECK LONG	\$10.86
	S016127			ADJUST FOR TAX	\$0.01
	S016127			5 - EA DIGITIZE NAMES	\$19.55
	S016127			2 - EACH #4850MP JERZIE SWEAT	\$33.12
	S016127			4 - EA CUSTOMER SWEATSHIRT,	\$36.92
FRONTIER		1/15-253-004-5365	220295	SILVER CLOUD PHONE LINE	\$56.20
HARRINGTON'S TROPHIES		73567	220303	DAY STAFF-NAME PLATES	\$315.97
		73672		RENUMBER E1722	\$50.17
LN CURTIS & SONS	S016144	2120960-00	220488	AKRON BRASS 2 1/2" HYDRANT BAL	\$1,479.78
RICHLAND ACE HARDWARE		208971	220516	ACETONE	\$6.51
		44950		15W BULB	\$4.88
SPRINT		891160522-131	220355	CELL PHONES 12/18-1/17/15	\$109.13
UPTOWN CLEANERS		5134	220369	LINEN/UNIFORM LAUNDRY SRVCS	\$296.21
		5194		LINE/UNIFORM LAUNDRY SRVCS	\$247.87
		5286		LINEN/UNIFORM LAUNDRY SRVCS	\$310.14
		5328		LINEN/UNIFORM LAUNDRY SRVCS	\$303.41
		5356		LABEL PANTS	\$23.82
VERIZON WIRELESS		9739130692	220372	MDT WIRELESS CHRGS 1/20-2/19	\$336.12
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$168.51
FIRE TOTAL ****					\$13,389.01
Division:	130	POLICE			
AMERICAN MESSAGING SERVICES LLC		W4100724PB	220249	PAGER RENTAL-FEB	\$52.03
BENTON COUNTY SHERIFF'S OFFICE		11/14-MED SUPPLIE	220258	MEDICAL SUPPLIES-NOV 2014	\$776.94
		12/14-MEDICAL		MEDICAL SUPPLIES-DEC 2014	\$2,765.46
BLUMENTHAL UNIFORM CO	P054746	114077	220442	#8131-1-04 SHIRT POLO SS BI CO	\$88.94
	P054746			#64360-162 PANT WOMENS KHAKI	\$108.58
CITY OF KENNEWICK		011426	220270	1ST QTR 2015 BIPIN SUPPORT	\$10,513.50
CITY OF RICHLAND		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$2,208.51
		15-006 SMITH	220394	MGMT TRAINING/SEATTLE/SMITH	\$1,002.40
INTERNATIONAL ASSN OF CHIEFS OF POLICE		1001128539	220311	2015 IACP DUES-COBB	\$150.00
		1001129790		2015 IACP DUES-SKINNER	\$150.00
		1001138097		2015 IACP DUES-J. TAYLOR	\$150.00
KADLEC REGIONAL MEDICAL CENTER		001640596	220318	H10142430005801 BLOOD DRAW	\$327.00
		100111743		H10142340005401-MED CLEARANCE	\$327.00
LEEDWAY LLC	P054659	ML01291504	220486	FREIGHT	\$21.72
	P054659			BA-3A00S-SM01 SAFARILAND SM01	\$1,520.29
OXARC INC		R321565	220498	OXYGEN TANK RENTAL	\$7.95
RADEUM INC DBA	P054825	0108812	220512	A-FMC200 SYS FA01 FREEMIC 200	\$216.11
	P054825			ADJUST FOR TAX	\$0.01
	P054825			SHIPPING	\$6.34
RECALL SECURE DESTRUCTION SERVICES INC		7346084550	220514	SHREDDING SRVCS-JAN	\$136.06



City Of Richland

VL-1 Voucher Listing

From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RIVER CITY TOWING INC		13810	220518	TOW SERVICE	\$48.87
SOUND SOLUTIONS NORTHWEST INC DBA		10344	220354	PIP VIDEO PROCESSOR	\$316.64
		10345		UPDATE INTERVIEW MIC'S	\$551.87
TIM BUSH MOTOR COMPANY DBA		1166	220528	RPD CAR WASHES-JAN 2015	\$141.75
TRANS UNION RISK & ALTERNATIVE DATA		1/15-204527	220365	RPD RECORDS SEARCH-JAN	\$110.00
TREASURE VALLEY COFFEE CO		102298	220367	RPD COFFEE DELIVERY	\$76.92
WA STATE CRIMINAL JUSTICE TRAINING		20114540	220374	BASIC ACADEMY-RAYMOND	\$3,063.00
WASHINGTON ASN OF SHERIFFS & POLICE CHIEFS		DUES 2015-00337	220376	2015 WASPC DUES-SKINNER	\$365.00
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$284.29
				PHONE CHARGES 1/23-2/22/15	\$6.33
ZARC INTERNATIONAL, INC.	P054787	044667	220409	VEXOR V-7145-3FTS-FA 1.8 OZ FU	\$1,080.00
	P054787			FREIGHT	\$22.31
POLICE TOTAL ****					\$26,595.82
Division:	210	ADMINISTRATIVE SERVICES			
PARADISE BOTTLED WATER CO		1/15-ADMIN SRVCS	220501	BOTTLED WATER	\$6.60
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$18.53
ADMINISTRATIVE SERVICES TOTAL ****					\$25.13
Division:	211	FINANCE			
CITY OF RICHLAND		021715	220560	CASHIER SHORTAGE-PALMER	\$1.00
GARDA CL NORTHWEST INC		10067639	220296	ARMORED CAR SRVCS-JAN 2015	\$409.09
		20053707	220474	EXCESS LIABILITY-JAN 2015	\$910.80
PARADISE BOTTLED WATER CO		1/15-ADMIN SRVCS	220501	BOTTLED WATER	\$13.21
				BOTTLED WATER	\$30.99
REDSSON LTD		189459	220347	PORTAL SERVICE LOCATES-JAN	\$258.00
RETAIL LOCKBOX INC		1501 4812	220349	UB PYMT PROCESSING JAN 2015	\$2,305.71
XEROX CORPORATION		078098878	220547	W7855 BASE CHRG/PRINTS-JAN	\$317.69
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$122.96
				PHONE CHARGES 1/23-2/22/15	\$0.21
				PHONE CHARGES 1/23-2/22/15	\$59.05
FINANCE TOTAL ****					\$4,428.71
Division:	212	PURCHASING			
CITY OF RICHLAND		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$732.87
GRAINGER	S016185	9650155303	220300	BUBBLE ROLL DISPENSER ITEM #36	\$35.73
	S016185	9650564843		PERFORATED BUBBLE ROLL ITEM #5	\$22.33
XEROX CORPORATION	S016120	078098880	220547	XEROX 7845 LEASE AND COPY CHAR	\$241.84
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$40.15
				PHONE CHARGES 1/23-2/22/15	\$55.35
PURCHASING TOTAL ****					\$1,128.27
Division:	213	INFORMATION TECHNOLOGY			
BMC SOFTWARE INC	P054766	1274926	220443	TRACKIT BMC CONTINUOUS SUPPORT	\$3,788.02



City Of Richland

VL-1 Voucher Listing

From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CASELLE INC	P054763	62555	220266	ANIMAL LICENSE FEE PAID MONTHL	\$169.33
	P054763	63192	220446	ANIMAL LICENSE FEE PAID MONTHL	\$169.33
CERIUM NETWORKS INC	P054904	044157	220447	ENGINEER REMOTE SYS	\$173.76
DLT SOLUTIONS LLC	P054749	SI278111	220285	AUTOCAD MAP 3D ANNUAL LICENSE	\$2,381.28
EXACTBYTE INC DBA	P054816	1413	220464	ARCHIVE SOCIAL SOFTWARE ANNUAL	\$1,788.00
MID COLUMBIA ENGINEERING INC	P054872	ST007132	220330	RICH AUSTILL, AS400 MNTNC SERV	\$160.88
MODERN OFFICE EQUIPMENT INC	P054916	117140	220494	PLOTTER REPAIR 1/28/2015	\$952.64
MSDS ONLINE INC	P054887	116638	220335	MSDS ONLINE HQ Account Renewal	\$2,048.00
PARAMOUNT COMMUNICATIONS INC	P054627	30709	220342	INSTALL PATCH PANEL AND RE-	\$390.96
UNITED PARCEL SERVICE	S016187	000986641065	220368	GROUND PKG TO BARRACUDA NETWORK	\$27.55
	S016187			ADDITIONAL CHARGES FOR PKG TO	\$0.82
VERIZON WIRELESS	P054888	9739120446	220372	WIRELESS CHARGES FOR DATA FOR	\$40.03
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$231.48
ZAYO GROUP HOLDINGS INC DBA	P054925	2/2015-008113	220550	INTERNET FEES ANNUAL COST	\$757.31
INFORMATION TECHNOLOGY TOTAL ****					\$13,079.39
Division:	220	HUMAN RESOURCES			
BI STATE OCCUPATIONAL SAFETY & HEALTH		1126-B	220391	DOT EXAMS/MEDICALS/LOGGING	\$230.00
CABOT DOW ASSOCIATES INC		C14-11/JANUARY	220445	C14-011 LABOR NEGOTIATIONS-JAN	\$5,703.50
MOON, TAE-IM PHD		020415	220496	PSYCH EVALUATION-SWANSON	\$800.00
		020915		PSYCH EVALUATION-STRIEFEL	\$850.00
TRANS UNION LLC		01549722	220531	CREDIT REPORTS-JAN	\$16.25
XEROX CORPORATION		078098879	220547	W7855 BASE CHRG/PRINTS-JAN	\$437.83
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$66.75
HUMAN RESOURCES TOTAL ****					\$8,104.33
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
PARADISE BOTTLED WATER CO		1/15-ATTORNEY	220501	BOTTLED WATER	\$3.43
XEROX CORPORATION		078098865	220547	W7855 BASE CHRG/PRINTS-JAN	\$30.74
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$18.77
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$52.94
Division:	301	DEVELOPMENT SERVICES			
ABADAN INC		CNIN095267	220387	XEROX 6605 MAINT 1/23-2/22	\$81.14
BENTON CLEAN AIR AUTHORITY		841	220437	1ST QTR 2015 ASSESSMENT PYMT	\$14,282.34
INTERNATIONAL CODE COUNCIL INC		2015 BOSC-OLIVER	220338	ICC REGISTRATION-OLIVER	\$295.00
		2015 DUES	220312	K REX DUES 2015 #0470500	\$540.00
		2015BOSC-BORING	220338	ICC TRAINING-M BORING 3-2015	\$295.00
MID COLUMBIA ENGINEERING INC	P054807	ST007133	220330	SHAUN SCHLUTER TEMPORARY INSPE	\$1,654.45
	P054807	ST007153	220493	SHAUN SCHLUTER TEMPORARY INSPE	\$1,624.00
PRINT PLUS/PSS RUBBER STAMPS		5627	220507	BLDG CODE REVIEW STAMPER	\$94.19
VERIZON WIRELESS		9739130552	220372	BLDG INSPECTOR LAPTOPS	\$200.05



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From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WATER SOLUTIONS INC	P054903	10365	220543	DCS (703) BDLG WATER UNIT RENT	\$16.29
	P054903			DCS (703) BDLG WATER UNIT RENT	\$39.63
XEROX CORPORATION		078098866	220547	W7855 BASE CHRG/PRINTS-JAN	\$37.71
				W7855 BASE CHRG/PRINTS-JAN	\$37.71
	P054899	078098868		BASEMENT XEROX #LX5-692207 (ta	\$69.29
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$18.83
				PHONE CHARGES 1/23-2/22/15	\$103.69
DEVELOPMENT SERVICES TOTAL ****					\$19,389.32
Division:	302	REDEVELOPMENT			
AMERICAN PLANNING ASSOCIATION		287463-1514	220432	2015 APA MEMBERSHIP-B MOORE	\$394.00
XEROX CORPORATION		078098866	220547	W7855 BASE CHRG/PRINTS-JAN	\$209.97
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$5.73
				PHONE CHARGES 1/23-2/22/15	\$18.48
REDEVELOPMENT TOTAL ****					\$628.18
Division:	303	LIBRARY			
FRONTIER	S016173	2/15-509-943-3152	220472	TELEPHONE CHARGE 2/4/15-3/3/15	\$403.34
UNIQUE MANAGEMENT SERVICES INC		300632	220535	COLLECTION SRVCS-JAN	\$170.05
WASHINGTON STATE PATROL		115005379	220541	VOLUNTEER BACKGROUND CHECKS	\$50.00
LIBRARY TOTAL ****					\$623.39
Division:	331	PARKS & REC - RECREATION			
CAMARENA, DANA		JANUARY 2015	220393	SALSA INSTRUCTOR-JAN'15	\$871.10
CITY OF RICHLAND		021715	220560	SHORTAGE DUE TO REFUND ERROR	\$4.00
FERGUSON, PHYLLIS M		FALL 2014	220563	C14-009 PRESCHOOL CLASS	\$1,120.00
MILESTONES ATHLETIC SUPPLY INC		82015	220400	ICE PACKS	\$23.89
		82052		ICE PACKS	\$23.89
MILLER, JO ANN		JANUARY 2015	220332	CLASS INSTRUCTOR-JAN	\$549.95
OXARC INC		R321307	220498	HELIUM TANK RENTAL	\$7.95
RICHLAND ACE HARDWARE		45018	220516	EXTENSION CORDS	\$7.58
		45037		DOOR STOP	\$4.88
TREASURE VALLEY COFFEE CO		102358	220533	RCC COFFEE DELIVERY	\$156.28
XEROX CORPORATION		078098864	220547	W7855 BASE CHRG/PRINTS-JAN	\$231.35
				W7855 BASE CHRG/PRINTS-JAN	\$86.39
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$34.37
				PHONE CHARGES 1/23-2/22/15	\$5.73
				PHONE CHARGES 1/23-2/22/15	\$89.00
ZAYO GROUP HOLDINGS INC DBA	P054925	2/2015-008113	220550	INTERNET FEES ANNUAL COST	\$102.13
PARKS & REC - RECREATION TOTAL ****					\$3,318.49
Division:	335	PARKS & REC - PARKS&FACILITIES			
APOLLO SHEET METAL INC		141915	220434	HEATER CRANK CASE	\$327.97
ARAMARK UNIFORM SERVICES INC	S016192	1/15-934962000	220553	LINEN CHARGES JANUARY 2015	\$310.93



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From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND	020515	1/2015 JANUARY	220272	PESTICIDE TESTING FEES	\$315.00
			220271	CITY UTILITY BILLS/ JAN 2015	\$116.10
				CITY UTILITY BILLS/ JAN 2015	\$1,137.23
				CITY UTILITY BILLS/ JAN 2015	\$1,162.48
				CITY UTILITY BILLS/ JAN 2015	\$1,176.13
				CITY UTILITY BILLS/ JAN 2015	\$1,199.61
				CITY UTILITY BILLS/ JAN 2015	\$188.81
				CITY UTILITY BILLS/ JAN 2015	\$165.01
				CITY UTILITY BILLS/ JAN 2015	\$159.10
				CITY UTILITY BILLS/ JAN 2015	\$152.18
				CITY UTILITY BILLS/ JAN 2015	\$1,223.23
				CITY UTILITY BILLS/ JAN 2015	\$110.24
				CITY UTILITY BILLS/ JAN 2015	\$2,757.59
				CITY UTILITY BILLS/ JAN 2015	\$1,083.97
				CITY UTILITY BILLS/ JAN 2015	\$143.62
				CITY UTILITY BILLS/ JAN 2015	\$135.97
				CITY UTILITY BILLS/ JAN 2015	\$135.03
				CITY UTILITY BILLS/ JAN 2015	\$58.46
				CITY UTILITY BILLS/ JAN 2015	\$118.47
				CITY UTILITY BILLS/ JAN 2015	\$1,407.55
				CITY UTILITY BILLS/ JAN 2015	\$273.65
				CITY UTILITY BILLS/ JAN 2015	\$762.00
				CITY UTILITY BILLS/ JAN 2015	\$734.83
				CITY UTILITY BILLS/ JAN 2015	\$854.28
				CITY UTILITY BILLS/ JAN 2015	\$857.98
				CITY UTILITY BILLS/ JAN 2015	\$858.62
				CITY UTILITY BILLS/ JAN 2015	\$620.25
				CITY UTILITY BILLS/ JAN 2015	\$587.39
				CITY UTILITY BILLS/ JAN 2015	\$448.04
				CITY UTILITY BILLS/ JAN 2015	\$438.67
				CITY UTILITY BILLS/ JAN 2015	\$428.21
				CITY UTILITY BILLS/ JAN 2015	\$368.34
				CITY UTILITY BILLS/ JAN 2015	\$1,124.32
				CITY UTILITY BILLS/ JAN 2015	\$898.29
				CITY UTILITY BILLS/ JAN 2015	\$1,122.96
				CITY UTILITY BILLS/ JAN 2015	\$1,078.29
				CITY UTILITY BILLS/ JAN 2015	\$273.01
				CITY UTILITY BILLS/ JAN 2015	\$270.71
				CITY UTILITY BILLS/ JAN 2015	\$268.06
				CITY UTILITY BILLS/ JAN 2015	\$229.00
				CITY UTILITY BILLS/ JAN 2015	\$228.21



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From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$227.78
				CITY UTILITY BILLS/ JAN 2015	\$221.75
				CITY UTILITY BILLS/ JAN 2015	\$220.44
				CITY UTILITY BILLS/ JAN 2015	\$194.85
				CITY UTILITY BILLS/ JAN 2015	\$802.05
				CITY UTILITY BILLS/ JAN 2015	\$327.61
				CITY UTILITY BILLS/ JAN 2015	\$36.14
				CITY UTILITY BILLS/ JAN 2015	\$29.23
				CITY UTILITY BILLS/ JAN 2015	\$29.82
				CITY UTILITY BILLS/ JAN 2015	\$29.95
				CITY UTILITY BILLS/ JAN 2015	\$33.04
				CITY UTILITY BILLS/ JAN 2015	\$33.85
				CITY UTILITY BILLS/ JAN 2015	\$57.16
				CITY UTILITY BILLS/ JAN 2015	\$35.88
				CITY UTILITY BILLS/ JAN 2015	\$19.70
				CITY UTILITY BILLS/ JAN 2015	\$36.19
				CITY UTILITY BILLS/ JAN 2015	\$40.21
				CITY UTILITY BILLS/ JAN 2015	\$41.59
				CITY UTILITY BILLS/ JAN 2015	\$42.00
				CITY UTILITY BILLS/ JAN 2015	\$48.03
				CITY UTILITY BILLS/ JAN 2015	\$52.33
				CITY UTILITY BILLS/ JAN 2015	\$34.35
				CITY UTILITY BILLS/ JAN 2015	\$15.61
				CITY UTILITY BILLS/ JAN 2015	\$60.04
				CITY UTILITY BILLS/ JAN 2015	\$106.45
				CITY UTILITY BILLS/ JAN 2015	\$0.30
				CITY UTILITY BILLS/ JAN 2015	\$6.29
				CITY UTILITY BILLS/ JAN 2015	\$7.48
				CITY UTILITY BILLS/ JAN 2015	\$10.29
				CITY UTILITY BILLS/ JAN 2015	\$27.16
				CITY UTILITY BILLS/ JAN 2015	\$13.61
				CITY UTILITY BILLS/ JAN 2015	\$25.29
				CITY UTILITY BILLS/ JAN 2015	\$16.28
				CITY UTILITY BILLS/ JAN 2015	\$16.59
				CITY UTILITY BILLS/ JAN 2015	\$16.81
				CITY UTILITY BILLS/ JAN 2015	\$17.31
				CITY UTILITY BILLS/ JAN 2015	\$18.38
				CITY UTILITY BILLS/ JAN 2015	\$24.72
				CITY UTILITY BILLS/ JAN 2015	\$11.28
				CITY UTILITY BILLS/ JAN 2015	\$77.78
				CITY UTILITY BILLS/ JAN 2015	\$86.53



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From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$95.00
				CITY UTILITY BILLS/ JAN 2015	\$86.50
				CITY UTILITY BILLS/ JAN 2015	\$85.51
				CITY UTILITY BILLS/ JAN 2015	\$84.52
				CITY UTILITY BILLS/ JAN 2015	\$80.13
				CITY UTILITY BILLS/ JAN 2015	\$77.70
				CITY UTILITY BILLS/ JAN 2015	\$74.33
				CITY UTILITY BILLS/ JAN 2015	\$19.60
				CITY UTILITY BILLS/ JAN 2015	\$100.75
				CITY UTILITY BILLS/ JAN 2015	\$58.51
				CITY UTILITY BILLS/ JAN 2015	\$102.78
				CITY UTILITY BILLS/ JAN 2015	\$62.79
				CITY UTILITY BILLS/ JAN 2015	\$67.95
				CITY UTILITY BILLS/ JAN 2015	\$66.36
		1/2015-24	220450	#24 LANDFILL FEES	\$3,299.03
COFFEY REFRIGERATION		067589	220276	POWER RELAY	\$374.26
EFC EQUIPMENT LLC		3992	220460	REPAIR BLOWER FUEL LINE	\$47.22
		3998		REPAIR BLOWER	\$125.93
EWING IRRIGATION PRODUCTS INC		9152285	220290	IRRIGATION SUPPLIES	\$1,932.69
		9166269	220463	TURFACE DELIVERY	\$1,433.30
		9171125		TURFACE DELIVERY	\$507.16
FARMERS EXCHANGE		136415	220466	REPAIR EDGER	\$129.82
GENSCO INC		843902910	220297	GAS VALVE, IGNITION TRANSFORME	\$742.14
GRAINGER	S016185	9654506188	220300	3M 6000 SERIES ITEM #6AP71	\$83.87
HERTZ EQUIPMENT RENTAL CORP		27849027-001	220308	TRENCHER RENTAL 1/28/15	\$113.72
MCDONALD'S & ASSOCIATES INC		012215	220491	TOPSOIL DELIVERY-14 YDS	\$152.04
OXARC INC		R321532	220498	ACETYLENE CYLINDERS	\$128.54
PRO BUILD COMPANY LLC		71454460	220344	PLYWOOD	\$26.98
REXEL INC DBA		G084196	220515	AUXILIARY CONTACT BOX	\$88.99
RICHLAND ACE HARDWARE		208948	220516	ELBOWS/PRIMER/PIPE	\$84.90
		208981		BATTERIES	\$6.51
		208985		TARP/BUNGIE CORDS	\$20.60
		45044		UTILITY PULL	\$7.59
		45045		RETURN UTILITY PULL	(\$7.59)
		45057		TAPE/EPOXY	\$18.44
ROWAND MACHINERY CO		170589	220353	CRAWLER TRACTOR RENTAL	\$130.32
STONEWAY ELECTRIC SUPPLY		S101123739.001	220357	LINEAR FLUORESCENT LAMP	\$136.03
		S101125202.002	220523	DIMMING BALLASTS	\$427.28
		S101141004.001	220357	CU WIRE, STEEL COIL, BUSHINGS	\$69.88
		S101148200.001	220523	EMT CONDUIT	\$13.04
		S101148620.001		SLIM WALLPACKS	\$537.57



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From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TACOMA SCREW PRODUCTS INC		22110532	220524	6 PT DEEP SOCKET	\$39.82
THE PERSONAL TOUCH CLEANING INC		51219	220527	JANITOR SRVCS-BLDG 100	\$4,139.98
		51220		JANITOR SRVCS-BLDG 200	\$690.55
		51221		JANITOR SRVCS-BLDG 300	\$575.19
		51258		JANITOR SRVCS-RCC	\$2,976.35
		51259		JANITOR SRVCS-LIBRARY	\$7,917.84
THE SHERWIN WILLIAMS CO		9238-1	220361	PAINT	\$282.66
		9323-0		PAINT/BRUSHES/EPOXY	\$340.71
TOPPER INDUSTRIES INC	P054818	9499	220530	PERFORM DOCK MAINTENANCE	\$43,027.59
WESMAR COMPANY INC		211715	220381	SAVERITE/CHEMICALS	\$739.87
WILBUR ELLIS COMPANY		8653831	220384	FERTILIZER	\$5,639.82
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$90.31
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$107,615.32
Division:	338	PARKS & REC - PROJECT ADMIN			
RICHLAND ACE HARDWARE		44859	220516	SPRAY PAINT	\$32.51
		44978		GORILLA GLUE/HOOKS	\$14.54
WA STATE DEPARTMENT OF ECOLOGY		VL15065001	220375	COL PARK MARINA HYDROGEOLOGIST	\$465.17
PARKS & REC - PROJECT ADMIN TOTAL ****					\$512.22
Division:	900	NON-DEPARTMENTAL			
EAST OREGONIAN PUB CO		8597	220287	BLRF-PARKS WINTER ADS	\$327.63
WASHINGTON CITIES INSURANCE AUTHORITY		JAN 2015	220540	WCIA CLAIMS PAID-JAN 2015	\$2,324.06
				WCIA CLAIMS PAID-JAN 2015	\$525.00
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$40.12
NON-DEPARTMENTAL TOTAL ****					\$3,216.81
GENERAL FUND Total ***					\$293,049.64
FUND	101	CITY STREETS			
Division:	401	STREETS MAINTENANCE			
AMERICAN ROCK PRODUCTS INC	P054937	222051	220551	50% =N.C.A.=M.B.-534	\$6.08
	P054937			5-1/2 SACK CONCRETE MIX 3/4	\$182.45
	P054937			MINIMUM LOAD	\$81.45
	P054937			ENVIRONMENTAL FEE	\$2.17
	P054937	222240		5-1/2 SACK CONCRETE MIX 3/4	\$273.67
	P054937			1%=N.C.A.=M.B.-534	\$18.24
	P054937			ENVIRONMENTAL FEE	\$3.26
	P054937			ADJUST SALES TAX	\$0.01
BENTON PUD		2/15-72866300000	220554	RICHLAND WYE LIGHTS-12/27-1/27	\$54.82
CITY OF RICHLAND		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$921.80
				CITY UTILITY BILLS/ JAN 2015	\$78.84
GRAINGER	S016185	9652446775	220300	SPIKE AND PIN DRIVER ITEM #45L	\$115.46



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
INLAND ASPHALT CO	P054910	32-2065742	220566	5/8" ASPHALTIC CONCRETE COLD	\$378.88
PRO BUILD COMPANY LLC		71455020	220577	2X12X12 BOARDS	\$26.98
		71455023		2X12X16 BOARDS	\$13.27
RICHLAND ACE HARDWARE		208997	220516	MASKING TAPE	\$10.84
		44945	220351	DOGBONE WRENCH, FASTENERS	\$29.92
		44959		RUBBER STRAPS	\$6.49
		44971		PVC COUPLERS, CEMENT	\$14.74
TRAFFIC SAFETY SUPPLY CO INC	S016122	992528	220364	30' PREMARK THERMAL TAPE, WHIT	\$17,577.56
	S016122			FREIGHT	\$410.38
UNITED PARCEL SERVICE	S016187	000986641065	220368	GROUND PKG TO ECONOLITE FOR TE	\$41.72
	S016187			WEIGHT CORRECTION FOR GROUND P	\$0.13
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$22.91
ZUMAR INDUSTRIES INC	S016142	0174127	220386	BAND-IT TYPE 201 SS BAND 3/4"	\$238.92
STREETS MAINTENANCE TOTAL ****					\$20,510.99
Division:	402	ARTERIAL STREETS			
AUBLE, JOLICOEUR & GENTRY	P054583	WA03-14-0459-000F	220252	CENTER PARKWAY EXTENSION- UPDA	\$1,375.00
INTERMOUNTAIN SLURRY SEAL INC	P054114	C107-14/RETAINAGE	220568	2014 SLURRY SEAL - #107-14	\$11,597.14
LEH APPRAISAL SERVICES LLC	P052425	1/15-DUPORTAIL	220323	DUPORTAIL BRIDGE - APPRAISAL F	\$3,250.00
PREMIER EXCAVATION INC	P054541	C169-14/PYMT 2	220506	AUXILIARY TRACK ADDITION - 169	\$197,332.37
WATTS CONSTRUCTION INC	P054412	C153-14/RETAINAGE	220584	LOGSTON BLVD CONSTRUCTION - 15	\$16,255.89
	P054412			C/O 1 ISSUED FOR FIRE HYDRANT	\$5,157.51
ARTERIAL STREETS TOTAL ****					\$234,967.91
CITY STREETS Total ***					\$255,478.90
FUND	110	LIBRARY			
Division:	303	LIBRARY			
CITY OF RICHLAND		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$2,986.42
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$139.52
LIBRARY TOTAL ****					\$3,125.94
LIBRARY Total ***					\$3,125.94
FUND	112	INDUSTRIAL DEVELOPMENT FUND			
Division:	305	ECONOMIC DEVELOPMENT			
CITY OF RICHLAND		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$232.85
PARADISE BOTTLED WATER CO		1/15-ATTORNEY	220501	BOTTLED WATER	\$5.15
XEROX CORPORATION		078098865	220547	W7855 BASE CHR/PRINTS-JAN	\$30.73
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$25.47
ECONOMIC DEVELOPMENT TOTAL ****					\$294.20
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			



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From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$58.33
ECONOMIC DEVELOPMENT PROJECTS TOTAL****					\$58.33
INDUSTRIAL DEVELOPMENT FUND Total ***					\$352.53
FUND 153		COMMUNITY DEV BLOCK GRANT			
Division:	308	CDBG PROGRAM			
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$5.73
				PHONE CHARGES 1/23-2/22/15	\$6.00
CDBG PROGRAM TOTAL****					\$11.73
COMMUNITY DEV BLOCK GRANT Total ***					\$11.73
FUND 154		HOME FUND			
Division:	309	HOME PROGRAM			
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$6.00
HOME PROGRAM TOTAL****					\$6.00
HOME FUND Total ***					\$6.00
FUND 301		STREETS CAPITAL CONSTRUCTION			
Division:	402	ARTERIAL STREETS			
FOSTER PEPPER PLLC	P054926	1093813	220471	CENTER PARKWAY-LEGAL SERVICES	\$24,654.20
	P054920	1093828		CENTER PARKWAY-LEGAL SERVICES	\$1,167.15
IMT INC		6089	220481	AUXILIARY TRACK M14380	\$1,015.00
PREMIER EXCAVATION INC	P054541	C169-14/PYMT 2	220506	C/O 1A INSTALL 6" SCH 40 PVC	\$9,969.66
	P054541			C/O 1B QUANTITY CHANGES ON BID	\$1,272.53
ARTERIAL STREETS TOTAL****					\$38,078.54
STREETS CAPITAL CONSTRUCTION Total ***					\$38,078.54
FUND 317		FIRE STATION 74 CONSTRUCTION			
Division:	900	NON-DEPARTMENTAL			
STRATA INC	P054737	TR150023-IN	220358	FIELD PROFESSIONAL/DENSITY TES	\$1,466.00
NON-DEPARTMENTAL TOTAL****					\$1,466.00
FIRE STATION 74 CONSTRUCTION Total ***					\$1,466.00
FUND 380		PARK PROJECT CONSTRUCTION			
Division:	337	PARKS & REC PROJECTS			
DESIGN WEST ARCHITECTS	P054913	C19-15/1	220459	DESIGN SERVICES FOR JOHN DAM P	\$2,470.00
FAMILY FARMS DBA	P054501	C14-38/PYMT 2	220465	CENTRAL HOWARD AMON PARK IRR	\$14,083.38
POW CONTRACTING	P054712	C176-14/PYMT 2	220343	C/O #1 FOR OIL/WATER SEPARATOR	\$4,808.25
	P054712			CONTRACT 176-14 FOR COLUMBIA	\$19,964.30
	P054712			C/O #2 ADDITIONAL AMOUNT OF BI	\$12,988.56



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ROWAND MACHINERY CO		169972	220353	CRAWLER TRACTOR RENTAL	\$1,759.32
PARKS & REC PROJECTS TOTAL ****					\$56,073.81
PARK PROJECT CONSTRUCTION Total ***					\$56,073.81
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P054856	3627-543721	220278	METER, SOCKET 13 TERM BLANK HUB	\$4,821.84
GRAYBAR ELECTRIC CO INC	S015904	976966082	220475	SLEEVE, COPPER #6 - 1/0 STR,	\$251.41
HD SUPPLY POWER SOLUTIONS LTD	S016062	2721425-02	220305	WASHER SQUARE CURVED 13/16 HOL	\$225.35
	S016062	2721425-03		PIN, FORGED STEEL, 6 1/2 SHANK	\$2,150.28
	P054655	2727368-00		GUY HOOK, COMBINATION, WIRE OR	\$149.87
	P054770	2760612-00	220478	PREFORMED SPOOL TIE, 4/0 ACSR,	\$205.25
	P054770			PREFORMED GUY GRIP, DE, 7/16	\$1,433.52
	P054770			PREFORMED GUY GRIP, 3/8, DEAD-	\$314.94
	P054773	2761091-00		CLAMP D.E., #336-477 ACSR,	\$8,829.18
	P054773	2761091-01		CUTOUT 100 AMP LOADBREAK 15KV	\$3,709.23
	P054793	2764416-00	220305	TERMINATION KIT, JACKETED 1/0,	\$1,308.09
	P054793			TERM, JACKETED, T-BODY JACKET	\$941.56
NEWARK IN ONE	P054752	26045073	220336	SHIPPING	\$28.43
	P054752			LOOM 3/4 IN. BLACK SPLIT LOOM	\$70.63
	P054752			RELAY 4PDT, 12 VDC RELAY POTTE	\$116.85
RETAIL ACQUISITION & DEVELOPMENT	P054753	25047785	220348	BATTERY MOTO HT 750 HNN9008A	\$540.00
	P054753			HANDLING FEE	\$2.00
	P054753	25056617		BATTERY, 3040mAH Li-ion 7.4V	\$216.00
	P054753	25061241		BATTERY, 3040mAH Li-ion 7.4V	\$504.00
WESCO DISTRIBUTION INC	P054654	587993	220380	GUY GRIP 3/8" LONG BAIL UNI.,	\$591.86
	P054654			GUY LIFT & LOAD PLATE, JOSLYN	\$158.66
	P054654			SALES TAX ADJUSTMENT	\$2.08
	S016106	587994		ANCHOR ROD, TWINEYE, 3/4 X 8 FT	\$398.13
	S016106			ANCHOR CROSSPLATE, X-24-3/4,	\$1,183.63
TOTAL ****					\$28,152.79
Division:	501 BUSINESS SERVICES				
CITY OF RICHLAND		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$680.53
		15-018 LARKIN	220394	NRU-NEMS MTGS/PORTLAND/LARKIN	\$442.60
		15-019 HAMMOND		NRU-PPC MTGS/PORTLAND/HAMMOND	\$418.60
KELLEY'S TELE-COMMUNICATIONS INC	P054840	022402012015	220319	AFTER HOURS EMERGENCY CALL SER	\$213.00
UNITED PARCEL SERVICE	S016187	000986641065	220368	GROUND PKG TO SPX TRANSFORMER	\$5.22
	S016195	000986641075	220583	GROUND PKG TO BRADY WORLDWIDE	\$6.41
	S016195			WEIGHT ADJUSTMENT FOR GROUND P	\$1.25
WASHINGTON CITIES INSURANCE AUTHORITY		JAN 2015	220540	WCIA CLAIMS PAID-JAN 2015	\$3,622.60



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WASHINGTON CITIES INSURANCE AUTHORITY		JAN 2015	220540	WCIA CLAIMS PAID-JAN 2015	\$647.50
XEROX CORPORATION	P054714	078098871	220547	XEROX LEASES FOR 2015:	\$246.89
	P054714	078098872		XEROX LEASES FOR 2015:	\$308.13
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$50.21
				PHONE CHARGES 1/23-2/22/15	\$115.78
				PHONE CHARGES 1/23-2/22/15	\$50.86
				PHONE CHARGES 1/23-2/22/15	\$95.53
				PHONE CHARGES 1/23-2/22/15	\$110.72
BUSINESS SERVICES TOTAL ****					\$7,015.83
Division:	502	ELECTRICAL ENGINEERING			
ABADAN INC		CNIN095267	220387	XEROX 6605 MAINT 1/23-2/22	\$20.28
DLT SOLUTIONS LLC	P054749	SI278111	220285	AUTOCAD MAP 3D ANNUAL LICENSE	\$7,937.56
	P054749			Autodesk AutoCAD Raster Design	\$318.51
	P054749			Autodesk AutoCAD LT 2015 Renew	\$182.01
HDR ENGINEERING INC		00198688-B	220480	RES LONG RANGE PLAN	\$395.78
WATER SOLUTIONS INC	P054903	10365	220543	DCS (703) BDLG WATER UNIT RENT	\$13.59
ELECTRICAL ENGINEERING TOTAL ****					\$8,867.73
Division:	503	POWER OPERATIONS			
AMERICAN ROCK PRODUCTS INC	P054937	222141	220551	1.00%=N.C.A.=M.B.-534	\$12.16
	P054937			5-1/2 SACK CONCRETE MIX 3/4	\$182.45
	P054937			MINIMUM LOAD	\$81.45
	P054937			ENVIRONMENTAL FEE	\$2.17
BEAVER BARK & ROCK		660761	220255	CONCRETE	\$519.06
		660817		CONCRETE	\$206.32
BENTON PUD	P054851	2/15-4419818251	220441	SAFETY TRAINING 2015	\$2,708.42
		2/15-72866300000	220554	BADGER REPEATER 12/24-1/27	\$11.95
BI STATE OCCUPATIONAL SAFETY & HEALTH		1126-B	220391	DOT EXAMS/MEDICALS/LOGGING	\$550.00
BOYD'S TREE SERVICE LLC	P054715	3766	220262	TREE PRUNING SERVICE FROM JANU	\$7,189.60
	P054715	3772	220444	TREE PRUNING SERVICE FROM JANU	\$5,751.68
	P054715	3790		TREE PRUNING SERVICE FROM JANU	\$3,594.80
CITY OF RICHLAND		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$85.04
				CITY UTILITY BILLS/ JAN 2015	\$2,456.64
		1/2015-28	220450	#28 RHLD COMM TONS	\$115.77
CONSTRUCTION AHEAD INC DBA		24042-13	220458	STEVENS DR TRAFFIC CONTROL	\$2,720.50
DLT SOLUTIONS LLC	P054749	SI278111	220285	AUTOCAD MAP 3D ANNUAL LICENSE	\$3,175.03
EFC EQUIPMENT LLC		36209	220460	TOP HANDLE CHAINSAW	\$340.94
FASTENAL COMPANY		WARIC47560	220291	GLOVES	\$236.40
GRAINGER	S016185	9647292722	220300	SOCKET ITEM #1AN81	\$50.91
GRAYBAR ELECTRIC CO INC	S016123	976895118	220301	CONDUX DUCT ROD 1/4 MINICOB 30	\$608.83
HI-LINE HOLDING COMPANY LLC DBA	S016156	1/H03130	220309	DELIVERY	\$16.03



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HI-LINE HOLDING COMPANY LLC DBA	S016156	1/H03130	220309	HAND BLOCK EYE HOOK #KLH268	\$491.40
HJ ARNETT INDUSTRIES LLC	S016094	INV36856	220310	REPAIR OF A HASTINGS HOT STICK	\$196.50
PARADISE BOTTLED WATER CO		1/15-POWER OPS	220501	BOTTLED WATER	\$32.50
PARAMOUNT COMMUNICATIONS INC	P054710	30745	220502	BORING AND DRILLING TWO EACH 3	\$8,640.06
	P054455	30746		BORING/DRILLING IN FIVE LOCATI	\$16,694.21
PRINTER TECH SERVICE & SUPPLIES		17326	220508	AS 400 TONER CARTRIDGE	\$84.71
PRO BUILD COMPANY LLC		71454803	220509	EXTERIOR SHEATHING	\$182.65
RICHLAND ACE HARDWARE		208978	220516	GRINDING WHEELS	\$7.58
		209003		SCREWDRIVER	\$14.11
		209007		CLAMPS/COUPLING	\$7.14
SHARI'S MANAGEMENT CORP		1330116154013	220520	OVERTIME MEALS DOS 1/16/15	\$132.76
STEEBER'S LOCK SERVICE		4005	220356	DUPLICATE KEYS	\$8.96
TYNDALE ENTERPRISES INC	P054841	861768	220534	FIRE RETARDANT CLOTHING-2015	\$2,931.72
WASTE MANAGEMENT		0091808-1819-8	220378	POL SRVCS-1032 UNIVERSITY-DEC	\$103.18
POWER OPERATIONS TOTAL****					\$60,143.63
Division:	504	SYSTEMS DIVISION			
CITY OF RICHLAND		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$1,458.82
ELR CONSULTING INC	P054775	2614	220461	PROF SERVICES PER CONTRACT SC1	\$3,611.87
ENERGY NORTHWEST	P054848	GPD00008	220289	DEMAND RESPONSE C174-14 PROJEC	\$129,268.94
GRAINGER	S016185	9648274786	220300	CABLE TIE ITEM #1TBD8	\$373.58
HD SUPPLY POWER SOLUTIONS LTD	S016136	2760613-00	220478	HASTINGS CONDUCTOR CLAMPS W/EY	\$602.73
OXARC INC		23963PS	220341	CYL NITROGEN	\$14.91
		34234PS	220498	NITROGEN CYLINDER	\$14.91
		35908PS		NITROGEN CYLINDER	\$14.91
		R321534		MULTI GASES CYLINDERS	\$63.26
REXEL INC DBA		F975837	220350	WIRE MARKING SLVS	\$52.51
		F980710		MOBILE LABEL PRINTER	\$107.22
		F987680		BRA M21-187-C-342	\$105.03
RICHLAND ACE HARDWARE		208933	220516	WIRE TIE	\$8.13
STEEBER'S LOCK SERVICE		3785	220521	2 DUPLICATE KEYS	\$5.41
UTILITIES UNDERGROUND LOCATION CENTER	P054900	5010189	220370	UTILITIES LOCATE SERVICE FOR	\$137.38
SYSTEMS DIVISION TOTAL****					\$135,839.61
Division:	505	ENERGY POLICY MGMT			
BENTON COUNTY AUDITOR/WEATHERWISE	P054921	150380 RELEASE	220438	B JOHNSON-LIEN RELEASE, AC# 15	\$72.00
	P054921	202700 RELEASE		T MERKLEY-LIEN RELEASE, AC# 20	\$72.00
	P054921	272960		J KESTNER-RECORD LIEN; AC# 272	\$72.00
	P054921	352220 RELEASE		S HOUCK-LIEN RELEASE; AC# 3522	\$72.00
	P054921	640460 RELEASE		B SHERMAN-LIEN RELEASE, AC# 64	\$72.00
	P054921	823540 RELEASE		M WINTERROSE-LIEN RELEASE; AC#	\$72.00
CABLE HUSTON BENEDICT HAAGENSEN & LLOYD LLP	P054073	360022	220558	NLDL POLICY & ELECTRIC RATE	\$795.00



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CITY OF RICHLAND		15-014 BOOTH	220394	NRJ MTG/PORTLAND/BOOTH	\$303.55
		15-016 BOOTH		CUG-CIPUG/ANAHEIM/BOOTH	\$1,075.88
		161740	220273	2101-03 SWIFT-REBATE-HPUMPS	\$2,000.00
		562250	220395	160 VAN GIESEN-REBATE-WIN	\$30,054.00
DELTA HEATING & COOLING INC		23086	220281	2101 HARRIS-REBATE-2 HPUMPS	\$2,000.00
		23090		2408 SWIFT-REBATE-HP	\$1,000.00
	P054724	23092		EE LOAN: K PITTS, 2101 SWIFT	\$8,541.31
	P054724	23093		EE LOAN: K PITTS, 2103 Swift -	\$8,541.31
EFFICIENCY SOLUTIONS LLC	P054728	1-15	220288	COMMERCIAL ENERGY EFFICIENCY	\$4,190.56
FINANCIAL CONSULTING SOLUTION GROUP	P054729	2358-21501043	220293	PROF SERVICES 1/1/15 - 12/31/1	\$545.00
GLASS NOOK INC	P054151	63925	220299	EE LOAN: TWIN DOLPHINS APTS, 1	\$33,286.73
		66264		331 CASEY-REBATE-WINDOWS	\$589.32
M CAMPBELL & COMPANY INC		694534	220326	1824 HOWELL-REBATE-HP	\$1,000.00
TOTAL ENERGY MANAGEMENT INC		52023WWR	220363	2507 BLUE HILL-REBATE-HPUMP	\$1,000.00
TRANS UNION LLC		01502893	220407	CREDIT REPORTS-JAN 2015	\$25.18
WATER SOLUTIONS INC	P054903	10365	220543	DCS (703) BDLG WATER UNIT RENT	\$17.38
ENERGY POLICY MGMT TOTAL ****					\$95,397.22
Division:	506	TECHNICAL SERVICES			
CITY OF RICHLAND		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$1,168.82
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-543435	220457	50 FT FISHTAPE	\$137.92
REXEL INC DBA		G082485	220350	18V BATTERY	\$107.51
STONEWAY ELECTRIC SUPPLY		S101131800.001	220523	CONDUIT	\$61.77
TECHNICAL SERVICES TOTAL ****					\$1,476.02
ELECTRIC UTILITY FUND Total ***					\$336,892.83
FUND	402	WATER UTILITY FUND			
Division:	000				
FOWLER GENERAL CONSTRUCTION INC		14-00060	220398	REFUND HYDRANT METER #333	\$750.00
				REFUND HYDRANT METER #333	(\$30.00)
HD FOWLER COMPANY INC	S016161	I3835310	220304	COUPLING CTS PACK JOINT, 2"	\$576.41
HD SUPPLY WATERWORKS LTD	P054817	D480478/D480827	220479	ADJUST SALES TAX	\$0.01
	P054817			TUBING, P.E. 1-1/2" CTS, SDR 9	\$258.47
NORTH STONE RICHLAND LLC		14-02138	220403	REFUND HYDRANT METER #336	(\$57.00)
				REFUND HYDRANT METER #336	(\$30.00)
				REFUND HYDRANT METER #336	\$750.00
RICHLAND SCHOOL DISTRICT #400		14-00941	220405	REFUND HYDRANT METER #338	\$750.00
				REFUND HYDRANT METER #338	(\$30.00)
UNASSIGNED TOTAL ****					\$2,937.89
Division:	410	WATER CAPITAL PROJECTS			
AMERICAN ROCK PRODUCTS INC	S016193	221098	220551	ROCK 5/8" O CRUSHED PICK UP	\$129.45



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AMERICAN ROCK PRODUCTS INC	P054937	221318	220551	ROCK 5/8" O CRUSHED PICK UP	\$158.12
	S016193	221638		ROCK 5/8" O CRUSHED PICK UP	\$293.74
	P054937	222140		ROCK 5/8" O CRUSHED PICK UP	\$495.91
BRANOM INSTRUMENT CO	S016158	544421	220557	FREIGHT	\$23.01
	S016158			OPERATOR INTERFACE TERMINAL 6"	\$1,900.50
BUILDERS HARDWARE & SUPPLY CO INC		S3366637.001	220264	REPAIR CONTROLLER-HARRISON	\$2,447.75
CITY OF RICHLAND		1/2015-26	220450	#26 LANDFILL FEES	\$300.98
FASTENAL COMPANY		WARIC48141	220467	TURNBUCKLE	\$20.35
GRAINGER	S016185	9648274760	220300	BIMETAL THERMO ITEM #1NFW6	\$132.47
HD FOWLER COMPANY INC		I3835316	220304	PVC PRIMER/CEMENT	\$41.84
LINDSAY SALES HOLDING COMPANY DBA	P052094	4675	220487	HORN RAPIDS IRRIGATION PUMP	\$3,080.00
PRO BUILD COMPANY LLC		71453581	220577	BLACK VISQUEEN	\$119.12
		71454916		2X6X10 BOARDS	\$29.76
		71455076		2X6 BOARDS	\$19.82
PRO CUT CONCRETE CUTTING		0173-15P	220510	CONCRETE SAW CUT-WTP	\$1,466.75
REXEL INC DBA		G048145	220350	ELECTRIC PARTS-WTP	\$27.28
RH2 ENGINEERING INC	P054457	61964	220578	FUTURE WATER TREATMETN PLANT S	\$2,550.38
STONEWAY ELECTRIC SUPPLY		S101143018.001	220523	CONDUIT BODIES/STEEL CONDUIT	\$487.90
		S101147732.001		90 DEGREE ELBOW	\$5.76
TWIN CITY METALS INC		86319	220582	304 PLATE-METAL	\$198.88
WASTE MANAGEMENT		0091810-1819-4	220542	POL SRVCS-100 SAINT ST	\$76.05
WATER CAPITAL PROJECTS TOTAL ****					\$14,005.82
Division:	412	WATER OPERATIONS			
ARAMARK UNIFORM SERVICES INC	S016192	1/15-934962000	220553	LINEN CHARGES JANUARY 2015	\$36.19
BACKFLOW APPARATUS & VALVE CO		697867	220435	CHECK RUBBER REPAIR KIT	\$30.65
BC SALES CO INC		B319716	220254	SAFETY VESTS-TALLEN/ANDREWS	\$25.96
BENTON RURAL ELECTRIC ASSOCIATION		1/15-38510	220261	KENNEDY BOOSTER STATION	\$1,465.10
CITY OF RICHLAND		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$27,998.13
FRONTIER	S016173	1/15-509-375-5296	220472	TELEPHONE CHARGES 1/22/15-2/21	\$59.85
OXARC INC		20169PS	220341	CHEMICALS	\$267.72
UNITED PARCEL SERVICE	S016187	000986641065	220368	WEIGHT CORRECTION FOR PKG TO N	\$2.49
	S016187			WEIGHT CORRECTION FOR PKG TO	\$0.63
	S016187			WEIGHT CORRECTION TO PKG FROM	\$4.68
	S016187			NEXT DAY AIR PKG TO NOVA	\$24.48
	S016187			COLLECT PKG FROM NOVA BIOLOGIC	\$4.39
	S016187			GROUND PKG TO SENSOREX CORP FO	\$4.52
	S016187			GROUND PKG TO BRANOM INSTRUMEN	\$4.82
	S016195	000986641075	220583	NDA PKG TO NOVA BIOLOGICALS FO	\$25.65
	S016195			COLLECT PKG FROM NOVA BIOLOGIC	\$6.49
	S016195			WEGHT ADJUSTMENT FOR NDA PKG T	\$0.02
VERIZON WIRELESS		9739123162	220372	WTP SCADA LINE 1/20-2/19	\$25.57



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XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$57.92
XYLEM WATER SOLUTIONS USA INC	S016085	3556824523	220549	CALIBRATION FOR TUV-5 BENCH TO	\$137.00
	S016085			FREIGHT	\$16.08
WATER OPERATIONS TOTAL ****					\$30,198.34
Division:	413	WATER MAINTENANCE			
AMERICAN ROCK PRODUCTS INC	P054937	221424	220551	ROCK 5/8" O CRUSHED PICK UP	\$334.49
BADGER METER INC	S016108	1028741	220253	FREIGHT	\$11.58
	S016108			REGISTER FOR 3" RCDL COMPOUND	\$292.13
	S016108	1028742		FREIGHT	\$50.86
	S016108			4" RCDL TURBO SERIES METER,	\$1,335.78
	S016148	1029779		REGISTER ONLY FOR RECORDALL M3	\$1,846.20
	S016148			FREIGHT	\$57.45
	S016108	1029967		FREIGHT	\$25.98
	S016108			METER, RCDL M25 LL DISC METER,	\$319.22
	S016108	1030603		ITRON 100W+ SERIES ENDPOINT FO	\$345.35
	S016108			REGISTER FOR 4" RCDL TURBO SER	\$198.74
	S016108			REGISTER FOR 3" RCDL TURBO SER	\$198.74
	S016108			FREIGHT	\$33.99
CITY OF RICHLAND		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$67.80
				CITY UTILITY BILLS/ JAN 2015	\$821.33
				CITY UTILITY BILLS/ JAN 2015	\$27.16
				CITY UTILITY BILLS/ JAN 2015	\$63.18
				CITY UTILITY BILLS/ JAN 2015	\$4.47
				CITY UTILITY BILLS/ JAN 2015	\$48.36
				CITY UTILITY BILLS/ JAN 2015	\$18.17
				CITY UTILITY BILLS/ JAN 2015	\$32.22
FASTENAL COMPANY		WARIC47840	220291	BOLTS	\$17.76
FOWLER GENERAL CONSTRUCTION INC		14-00060	220398	REFUND HYDRANT METER #333	(\$90.00)
G-A-P SUPPLY CORP DBA		20284524-00	220473	MOTOR FAN	\$240.91
GRAINGER	S016185	9642293923	220300	STD CAP FILTER ITEM #2W239	\$96.77
KELLEY'S TELE-COMMUNICATIONS INC	P054898	276302012015	220319	ANSWERING SERVICE CHARGES - WA	\$46.38
OXARC INC		R315678	220573	GASES CYLINDERS-DEC	\$62.35
		R321531		GASES CYLINDERS-JAN	\$62.52
RICHLAND ACE HARDWARE		209016	220516	FASTENERS	\$22.97
		45080		SPRAY PAINT	\$8.67
RICHLAND SCHOOL DISTRICT #400		14-00941	220405	REFUND HYDRANT METER #338	(\$100.00)
UNITED PARCEL SERVICE	S016195	000986641075	220583	GROUND PKG TO BADGER METER FOR	\$35.85
	S016195			GROUND PKG TO BADGER METER FOR	\$5.30
UTILITIES UNDERGROUND LOCATION CENTER	P054900	5010189	220370	UTILITIES LOCATE SERVICE FOR	\$22.90
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$18.26
WATER MAINTENANCE TOTAL ****					\$6,583.84



City Of Richland

VL-1 Voucher Listing

From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WATER UTILITY FUND Total ***					\$53,725.89
FUND 403	WASTEWATER UTILITY FUND				
Division:	421	SEWER CAPITAL PROJECTS			
CH2M HILL ENGINEERS INC	P054283	381018556	220268	MOD. #1 PILOT TESTING OF THE	\$225.13
	P054283			WWTF SOLIDS UPGRADE DESIGN - 9	\$50,766.59
MAHAFFEY ENTERPRISES INC	P054635	61777	220327	310 ABBOT SEWER REPLACEMENT	\$2,986.50
SEWER CAPITAL PROJECTS TOTAL ****					\$53,978.22
Division:	422	SEWER OPERATIONS			
APPLIED INDUSTRIAL TECH INC		7004194897	220250	2 TON PULLER/BALL BEARINGS	\$165.56
BENTON FRANKLIN HEALTH DISTRICT		7008	220440	WASTE WATER SAMPLES-JAN	\$116.00
CENTRAL HOSE & FITTINGS INC		403212	220267	CLAMPS, HOSE-INFLUENT #1	\$86.83
CITY OF RICHLAND		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$19,646.74
		1/2015-25	220450	#25 BIOSOLIDS-LANDFILL FEES	\$2,545.25
COMPLETE PEST PREVENTION INC		27063	220456	PEST CONTROL-JAN	\$108.60
FEDERAL EXPRESS CORP		2-931-18125	220469	SHIPPING-HACH	\$10.22
GRAINGER	S016185	9643572028	220300	BRASS BALL VALVE ITEM #2DCJ2	\$133.49
	S016185	9647292714		AIR COMPRESSOR ITEM #2WGX6	\$511.15
	S016185	9649827095		AUTO DRAIN VALVE ITEM #13X524	\$341.61
	S016185	9650564850		STAY OPEN VALVE ITEM #1FBF6	\$158.59
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		907265	220320	WILKINS PRESS-INFULENT #1	\$264.54
NORCO INC		15289495	220497	OXYGEN SENSORS/BATTERY PAK	\$475.87
OXARC INC		37686PS	220498	WALL HOOK/FIRE EXT SIGNS	\$9.11
		F309215		FIRE EXTINGUISHER SERVICE	\$975.40
		R321530		ACETYLENE CYLINDER	\$15.55
PARADISE BOTTLED WATER CO		1/15-WASTEWATER	220501	BOTTLED WATER	\$210.90
POLYDYNE INC	P054823	942308	220504	EMULSION POLYMER, CLARIFLOC C6	\$5,428.00
RICHLAND ACE HARDWARE		45048	220516	EXIT SIGNS	\$10.81
		45065		RUBBER Mallet	\$10.85
		45139		DE-ICER	\$10.84
		45141		TOTES	\$34.73
		45161		FASTENERS	\$15.00
STONEWAY ELECTRIC SUPPLY		S101136596.001	220357	SPRING NUTS, SHALLOW CHANNELS	\$38.52
TACOMA SCREW PRODUCTS INC		22109799	220360	SCREWS, WASHERS-SOLAR	\$13.00
		22109936		WEDGE ANCHORS, BITS,SCREWS-SOL	\$41.58
		22110130		ANCHORS, HAMMER BIT, PERCUSSIO	\$39.39
		22110294		PIPE FITTINGS, BALL VALVE-INFL	\$35.30
		22110634	220524	DRILL BITS	\$12.86
		22110697		SCREW DRIVER BIT/SOCKETS	\$20.08
		22110781		CAP SCREWS	\$83.65



City Of Richland

VL-1 Voucher Listing

From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TACOMA SCREW PRODUCTS INC		22110782	220524	CAP SCREWS	\$89.88
		22111069		ELEMENT FILTER	\$26.57
		22111217		STEP LADDER	\$162.75
TIMKEN MOTOR AND CRANE SERVICES LLC DBA		0025608	220529	MOTOR REPAIR	\$342.09
UNITED PARCEL SERVICE	S016187	000986641065	220368	ADDITIONAL HANDLING FOR PKG TO	\$9.00
	S016187			GROUND PKG TO ALS FOR WWTP	\$36.05
	S016187			GROUND PKG TO TTT ENVIRONMENTA	\$3.90
USA BLUEBOOK		560751	220537	RAIN GEAR	\$436.42
WASTE MANAGEMENT		0091809-1819-6	220378	POL SRVCS-COMPOST PAD	\$103.18
WONDRACK DISTRIBUTING INC		0452585	220546	ULTRA DUTY GREASE	\$243.45
		0452914		GENERATOR OIL	\$951.83
XEROX CORPORATION		078098838	220547	W5135 BASE CHRGS-JAN	\$120.85
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$93.74

SEWER OPERATIONS TOTAL******\$34,189.73****Division:** 423 SEWER MAINTENANCE

ABADAN INC		ARIN053333	220248	ENGINEERING COPIES	\$17.48
BI STATE OCCUPATIONAL SAFETY & HEALTH		1126-B	220391	DOT EXAMS/MEDICALS/LOGGING	\$260.00
CH2O INC		229952	220448	BOILER TESTING-JAN'15 BW LABOR	\$62.61
FASTENERS INC		S4161228.001	220292	HEX SCREWS, WASHERS	\$58.52
		S4170084.001	220468	NITRILE GLOVES	\$39.06
		S4171782.001		SOCKETS	\$21.72
KELLEY'S TELE-COMMUNICATIONS INC	P054898	276302012015	220319	ANSWERING SERVICE CHARGES - WA	\$46.37
OWEN EQUIPMENT COMPANY		00165988	220340	CABLE INSERT	\$616.97
PARTSMaster		20863409	220503	CRYOBITS-DRILL PARTS	\$135.79
RICHLAND ACE HARDWARE		208973	220516	FASTENERS/TOTE/POLISH	\$17.82
		45032		ICE SPRAY/TIRE CLEANER	\$17.35
STEEBER'S LOCK SERVICE		3777	220521	KEY STEEL CASE	\$15.74
		4015		DUPLICATE TRUCK KEYS	\$54.30
TACOMA SCREW PRODUCTS INC		22109975	220524	SCREWS/CABLE TIES	\$8.49
		22110253	220360	HEAVY DUTY GREASE GUN	\$48.75
		22111071	220524	STEEL ANCHORS	\$11.95
THE DRAIN SURGEON		32169	220526	SNAKE ROOTS-402 SNOW	\$219.92
		32181		SNAKE SEWER LINE-803 SNOW	\$489.79
		32209		SNAKE MAIN-1001 PERKINS	\$320.37
UTILITIES UNDERGROUND LOCATION CENTER	P054900	5010189	220370	UTILITIES LOCATE SERVICE FOR	\$22.90
VERIZON WIRELESS		97394123161	220538	WWTP SCADA 1/20-2/19	\$25.57
				WWTP COMPOST 1/20-2/19	\$40.01
				WWTP TV TRUCK 1/20-2/19	\$40.01
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$1.33
SEWER MAINTENANCE TOTAL****					\$2,592.82



City Of Richland

VL-1 Voucher Listing

From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WASTEWATER UTILITY FUND Total ***					\$90,760.77
FUND 404	SOLID WASTE UTILITY FUND				
Division:	430	CAPITAL PROJECTS			
PARAMETRIX INC	P053862	01-74852	220574	LANDFILL CELL-PERMITTING-C14-0	\$996.90
CAPITAL PROJECTS TOTAL ****					\$996.90
Division:	431	SOLID WASTE ADMINISTRATION			
BENTON COUNTY TREASURER	P054348	13-04-RICHLAND	220260	MODERATE RISK WASTE GRANT -	\$11,845.49
SOLID WASTE ADMINISTRATION TOTAL ****					\$11,845.49
Division:	432	SOLID WASTE COLLECTION			
BI STATE OCCUPATIONAL SAFETY & HEALTH	P054911	1126-B	220391	DOT EXAMS/MEDICALS/LOGGING	\$230.00
CITY OF RICHLAND		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$189.54
CLAYTON WARD COMPANY		7563004	220451	CURBSIDE RECYCLING-JAN	\$2,918.33
		7563007	220274	2015 DROP BOX RECYCLING SERVIC	\$7,000.00
VERIZON WIRELESS		9739167273	220372	ROUTEWARE DATA 1/20-2/19/15	\$640.16
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$19.78
SOLID WASTE COLLECTION TOTAL ****					\$10,997.81
Division:	433	SOLID WASTE DISPOSAL			
ARAMARK UNIFORM SERVICES INC	S016192	1/15-934962000	220553	LINEN CHARGES JANUARY 2015	\$100.13
CITY OF RICHLAND		021715	220560	CASHIER SHORTAGE-ELLERSTON	\$5.00
		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$2,646.81
COMPLETE PEST PREVENTION INC	S016185	A3466	220456	PEST CONTROL SERVICE-JAN	\$184.62
FASTENAL COMPANY		WARIC47920	220467	CAULKING/EXTENSION CORD	\$82.16
GRAINGER		9645101057	220300	HANDLE ITEM #15Y111	\$80.28
MOON SECURITY SERVICES INC		748951	220495	LANDFILL MONITORING-FEB	\$33.00
PARADISE BOTTLED WATER CO		1/15-LANDFILL	220501	BOTTLED WATER	\$73.62
WASTE MANAGEMENT		0091807-1819-0	220542	POL LANDFILL SRVCS	\$120.12
XEROX CORPORATION		078098841	220547	W7225 BASE CHR/PRINTS-JAN	\$170.09
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$40.51
SOLID WASTE DISPOSAL TOTAL ****					\$3,536.34
SOLID WASTE UTILITY FUND Total ***					\$27,376.54
FUND 405	STORMWATER UTILITY FUND				
Division:	000				
WA STATE DEPARTMENT OF ECOLOGY		L9700040-PYMT 21	220539	STORM LOAN L9700040-PYMT 21	\$3,771.10
				STORM LOAN L9700040-PYMT 21	\$1,878.24
UNASSIGNED TOTAL ****					\$5,649.34
Division:	440	STORMWATER CAPITAL PROJECTS			
HDR ENGINEERING INC	P054264	00433879-H	220306	STORMWATER MANAGEMENT PLAN-123	\$7,352.79



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From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TU DECIDES MEDIA INC		2015-21783	220408	SEALED BID ADS-DECANT FACILITY	\$600.00
URS CORPORATION	P054281	6162793	220536	MOD #1 ADDITION PRE-DESIGN REP	\$7,471.92
	P054281			STORMWATER OUTFALL IMPROVEMENT	\$6,148.86
STORMWATER CAPITAL PROJECTS TOTAL ****					\$21,573.57
Division:	441	STORMWATER			
CITY OF RICHLAND		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$223.77
		1/2015-17	220450	#17 STREET SWEEPINGS	\$375.00
HD FOWLER COMPANY INC		13836872	220477	12"CLAY COUPLING	\$35.19
STORMWATER TOTAL ****					\$633.96
STORMWATER UTILITY FUND Total ***					\$27,856.87
FUND 407		MEDICAL SERVICES FUND			
Division:	121	AMBULANCE			
ARROW INTERNATIONAL	P054742	92807415	220388	ESTIMATED SHIPPING	\$8.08
	P054742			#9001, EZ-IO 25MM NEEDLE SETS	\$550.00
BENTON COUNTY FIRE DIST 1		13-81	220257	2015 ERS USER FEES-3 STATIONS	\$1,666.80
CITY OF RICHLAND		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$452.34
COLUMBIA BASIN COLLEGE	P054914	25658	220453	ALS OTEP FEES - WINTER QTR 201	\$1,183.20
EAGLE PRINTING & GRAPHIC DESIGN INC		39788	220286	PRE-HOSPITAL GUIDELINES	\$277.32
SPRINT		147658811-086	220355	LIFEPAK CHRGS 12/15-1/14	\$151.24
		891160522-131		CELL PHONES 12/18-1/17/15	\$36.38
STERICYCLE INC		3002902844	220522	BIO WASTE DISPOSAL FEES	\$86.48
VERIZON WIRELESS		9739130692	220372	MDT WIRELESS CHRGS 1/20-2/19	\$224.08
AMBULANCE TOTAL ****					\$4,635.92
MEDICAL SERVICES FUND Total ***					\$4,635.92
FUND 408		BROADBAND FUND			
Division:	460	BROADBAND ADMINISTRATION			
CITY OF RICHLAND		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$174.11
BROADBAND ADMINISTRATION TOTAL ****					\$174.11
BROADBAND FUND Total ***					\$174.11
FUND 501		CENTRAL STORES FUND			
Division:	000				
FASTENERS INC	P054804	S4161924.001	220292	ADJUST SALES TAX	(\$0.01)
	P054804			CLEAR SAFETY GLASSES, NEMESIS	\$56.95
	P054804			I/O SAFETY GLASSES, NEMESIS	\$55.91
	P054804			DARK SAFETY GLASSES, NEMESIS	\$520.24
FISHER SCIENTIFIC COMPANY, LLC	P054799	03000085	220294	GLOVES, DISPOSABLE NITRILE,LG	\$178.72
NORCO INC	P054806	15228045	220337	PAINT,MARKING,REGULAR RED	\$271.07



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From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
NORCO INC	P054806	15228045	220337	ADJUST SALES TAX	(\$0.01)
	P054806			PAINT,MARKING,FLUORESCNT GREEN	\$111.03
	P054806			PAINT,MARKING,REGULAR WHITE	\$67.77
UNASSIGNED TOTAL ****					\$1,261.67
Division:	903	CENTRAL STORES			
XEROX CORPORATION		078098882	220547	D95-PRINTSHOP COPIER USAGE	\$273.84
		078098884		C75-PRINTSHOP COPIER LEASE	\$1,132.49
CENTRAL STORES TOTAL ****					\$1,406.33
CENTRAL STORES FUND Total ***					\$2,668.00
FUND	502	EQUIPMENT MAINTENANCE FUND			
Division:	214	EQUIPMENT MAINTENANCE			
A & E TOWING LLC		3007	220247	TOW VEH 1369 WO 38316	\$67.87
AMERICAN WEST CHROME INC		55912	220433	ARM CYLINDERS VEH 3284 38189	\$899.21
ARAMARK UNIFORM SERVICES INC	S016192	1/15-934962000	220553	LINEN CHARGES JANUARY 2015	\$86.07
CASCADE FIRE EQUIPMENT CORP DBA		114071	220265	ENFO 3 VEH 5036 WO 38169	\$849.43
		114101		MOTOR VEH 5032 WO 38114	\$1,098.45
CENTRAL HOSE & FITTINGS INC		403169	220267	1/2" INSTAGRIP VEH3311 WO38177	\$98.83
CITY OF RICHLAND		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$3,296.39
COMMERCIAL TIRE INC		205620	220396	TIRES VEH 3319	\$1,072.25
CONNELL OIL INC		0107263-IN	220277	OIL VEH 3222 WO 38179	\$460.54
		0107527-IN		LUBE PRODUCTS	\$1,146.63
FASTENAL COMPANY		WARIC47849	220291	10 OZ FOAM CUPS-SHOP SUPPLIES	\$56.25
FASTENERS INC		S4165844.001	220468	LAUNDRY DETERGENT	\$54.29
FINAL TOUCH UPHOLSTERY		26077	220470	SEAT REPAIR VEH 2348 WO 38056	\$347.52
GENUINE AUTO GLASS OF TRI CITIES LLC		605897	220298	WS REPAIR VEH 3282 WO 38343	\$54.15
		606274-A		TAX VEH 7123 WO 38098	\$0.73
		606531		WINDSHIELD VEH 2368 WO 38251	\$165.27
GROVER DYKES AUTO GROUP INC DBA		354154	220302	SP-O BRACKET VEH 2256 WO 38167	\$184.70
		354421		LEVER/HANDLE VEH 3265 WO 38196	\$230.00
		354734	220476	HOSES VEH 2398 WO 38326	\$13.52
		571930	220302	REPAIRS VEH 5041 WO 38231	\$1,168.95
		CM353889A		CORE RETURN VEH 5040	(\$32.58)
JIM'S PACIFIC GARAGES INC		1155772	220313	HIGHBACK VEH 3269 WO 38255	\$126.80
		1156885	220482	BRAKES VEH 3212 WO 38330	\$184.51
		1156886		BRAKES VEH 3296 WO 38184	\$184.51
		1157099		TENSIONERS VEH 3280 WO 38339	\$438.01
		1157145		WHEEL SEAL VEH 3280 WO 38339	\$44.78
JT AUTOMOTIVE PARTS INC DBA		325796	220314	BRUSHES VEH 3240 WO 37970	\$11.91
		325817		LED SIGNALS VEH 2380 WO 38195	\$86.83



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From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		325869	220314	FILTERS VEH 3251 WO 38216	\$144.60
		325871		FILTERS VEH 3290 WO 38213	\$144.18
		325872		FILTERS VEH 2386 WO 38220	\$18.14
		325873		FILTERS VEH 2387 WO 38219	\$18.14
		325874		FILTERS VEH 3232 WO 38218	\$16.90
		325875		FILTERS VEH 2365 WO 38217	\$16.33
		325877		FILTERS VEH 7127 WO 38215	\$64.16
		325878		FILTERS VEH 3305 WO 38214	\$16.33
		325899		BRAKE DRUM VEH 2329 WO 38232	\$117.95
		325923		SILICONE VEH 3265 WO 38196	\$7.05
		325967		DISC PADS VEH 1101 WO 38246	\$111.81
		325984		FILTERS VEH 6562 WO 38250	\$27.23
		325986		WIPER BLADES VEH 2365 WO 38217	\$26.04
		325987		AIR FILTER VEH 6562 WO 38250	\$6.58
		326010		BRAKE ROTOR VEH 1101 WO 38246	\$131.62
		326020		BUSHING SET VEH 3291 WO 38199	\$46.18
		326025		OIL PRES SWTCH VEH1369 WO38253	\$13.96
		326032		FILTERS VEH 1369 WO 38252	\$10.03
		326058		FILTERS VEH 3264 WO 38205	\$16.82
		326059		FILTERS VEH 2376 WO 38206	\$15.86
		326060		FILTERS VEH 2343 WO 38207	\$16.34
		326061		FILTERS VEH 2351 WO 38208	\$19.77
		326062		FILTERS VEH 3247 WO 38209	\$104.91
		326063		FILTERS VEH 3212 WO 38210	\$169.77
		326064		FILTERS VEH 3243 WO 38212	\$79.54
		326065		FILTERS VEH 2354 WO 38211	\$15.83
		326067		FILTERS VEH 3195 WO 38258	\$17.88
		326068		REMAN ST VEH 3195 WO 38259	\$192.41
		326080		BUSHING SET VEH 3284 WO 38142	\$131.99
		326128		FILTERS VEH 3285 WO 38270	\$143.92
		326129		SILICONE VEH 3240 WO 37970	\$61.27
		326161		TIE ROD VEH 3195 WO 38259	\$201.61
		326170		ROTOR VEH 2283 WO 38278	\$13.84
		326207		FILTERS VEH 2428 WO 38281	\$18.73
		326209		FILTERS VEH 2428 WO 38280	\$18.73
		326210		EXHAUS FLUID VEH 3331 WO 38282	\$10.85
		326212		FILTERS VEH 3331 WO 38283	\$34.87
		326257		D EARTH VEH 9000 WO 38300	\$117.98
		326308		CAPSULE VEH 2409 WO 38191	\$9.56
		326312		QUICK LINK VEH 3317 WO 38295	\$27.04
		326341		FILTERS VEH 2327 WO 38305	\$25.02



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From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		326346	220314	TRAILER WIRE VEH 2399 WO 38308	\$16.32
		326348		FILTERS VEH 2360 WO 38309	\$16.34
		326353		RETURN OIL COOLER MTG SET	(\$10.63)
		326369		FUEL FILTER VEH 2327 WO 38303	\$8.73
		326373		WIPER BLADES VEH 2351 WO 38208	\$15.62
KOOL SHADES WINDOW TINTING		288311	220321	WINDOW TINT VEH 2399 WO 38144	\$260.64
MCCURLEY CHEVROLET		355952	220328	RADIO REPAIR VEH 1206 38284	\$433.31
		872881		GASKETS VEH 2327 WO 38303	\$82.94
		872883		SENSORS VEH 2327 WO 38303	\$154.54
		872934		PIPE VEH 3245 WO 38247	\$15.31
		872966		CYLINDER VEH 2387 WO 38285	\$43.55
		873101		GASKETS VEH 2376 WO 38327	\$52.59
MID COLUMBIA FORKLIFT INC		340013490	220331	CPU BOX VEH 0400 WO 38151	\$1,636.97
MONARCH MACHINE & TOOL CO INC		A175541	220333	REAPIRS VEH 3284 WO 38189	\$1,618.81
MOTION INDUSTRIES INC		WA05-338809	220334	BREATHER VEH 3228 WO 37889	\$105.03
OAK HARBOR FREIGHT LINES INC	S016166	21904847	220339	FREIGHT CHARGE TO SHIP GRINDER	\$425.89
OXARC INC		27228PS	220341	SHOP GASSES	\$741.14
		R321533	220498	SHOP GASES	\$151.04
RDO EQUIPMENT CO		P40882	220345	BLADE VEH 6562 WO 38250	\$64.90
REBUILDING & HARDFACING INC		49602	220346	BLADE SAVERS VEH 6584 WO 38248	\$478.93
		49648	220513	PLOW BLADES VEH 3212 WO 38007	\$1,181.57
ROWAND MACHINERY CO		171642	220353	BOLTS VEH 7142 WO 38331	\$106.21
		171689	220519	BOLTS VEH 7142 WO 38331	\$241.22
		171691		RETURN BOLTS/WASHERS VEH 7142	(\$106.21)
TACOMA SCREW PRODUCTS INC		22110031	220360	BRASS FITTING VEH 3222 WO38153	\$17.63
		22110032		TOOL SUPPLY-AIR IMPATCH WRENCH	\$1,083.43
		22110033		AIR IMPACT WRENCH-TOOL SUPPLY	\$341.94
		22110603	220524	PINS VEH 3253 WO 37020	\$35.76
		22110606		CAP SCREWS VEH 3308 WO 38123	\$54.82
		22110796		STEEL RINGS VEH 3296 WO 38184	\$9.17
		22110966		KNEE PADS VEH 3284 WO 38189	\$31.20
TIRE FACTORY INC DBA		03-104764	220362	REPAIR FLAT VEH 2321 WO 38287	\$17.10
		03-104793		ALIGNMENT VEH 3195 WO 38259	\$59.68
TRANSPORT EQUIPMENT CO INC DBA		PASIN1207523	220366	FILTER VEH 3222 WO 38178	\$55.23
		PASIN1208321	220532	GASKET COVER VEH 3314 38185	\$136.94
		PASIN1208481		GASKET COVER VEH 3281 38186	\$136.94
		PASIN1208493		GASKET COVER VEH 3282 38188	\$136.94
		PASIN1208525		GASKET COVER VEH 3284 38189	\$136.94
		PASIN1208530		GASKET COVER VEH 3285 WO38190	\$136.94
		PASIN1213443	220366	HEADLAMP VEH 3283 WO 38233	\$6.87
		PASIN1216248		VALVE VEH 4118 WO 38154	\$65.72



City Of Richland

VL-1 Voucher Listing

From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRANSPORT EQUIPMENT CO INC DBA		PASIN1219419	220532	FILTER VEH 3285 WO 38271	\$55.23
		PASIN1221879		HOSES VEH 3285 WO 38190	\$26.53
		PASIN1222922		PULLEY VEH 3285 WO 38190	\$192.69
		PASIN1222929		COUPLINGS VEH 4118 WO 38154	\$23.22
		PASIN1229359		BRAKE SHOES VEH 3296 WO 38184	\$303.97
		PASIN1229405		BRAKE KITS VEH 3212 WO 38330	\$283.49
		PASIN1230607		STRAP KIT VEH 3222 WO 38347	\$22.19
		PASIN1231288		HEADLAMP VEH 3243 WO 38337	\$6.87
		PASIN1232539		VALVES VEH 3204 WO 38350	\$47.33
UNITED PARCEL SERVICE	S016195	000986641075	220583	GROUND PKG TO AMERICA WEST CHR	\$8.80
WESTERN CASCADE CONTAINER LLC		WCC115030	220382	ROLL-FF VEH 3240 WO 37970	\$2,159.97
WESTERN PETERBILT INC		H233718	220383	SWITCH VEH 3175 WO 38040	\$14.87
		H233808		GASKET VEH 3311 WO 38177	\$7.05
		H234095		BELT-POLY VEH 3222 WO 38153	\$23.19
		H234150		HEATER KNOB VEH 3175 WO 38040	\$12.26
		H234240	220545	FILTER VEH 3285 WO 38190	\$35.18
		H234308		SWITCH VEH 3285 WO 38190	\$48.21
		H234455		BEARINGS VEH 3296 WO 38325	\$132.78
WONDRACK DISTRIBUTING INC		0452629	220546	ON ROAD CLEAR DIESEL/LANDFILL	\$744.85
		0452651		OFF ROAD DYED DIESEL/LANDFILL	\$2,464.99
		0453074		OFF ROAD DYED DIESEL/LANDFILL	\$2,060.91
		0748699		CARD LOCK FUEL 1/23-1/31/15	\$11,974.38
		0748817		CARD LOCK FUEL 2/1-2/8/15	\$9,114.04
XEROX CORPORATION		078098836	220547	W5135 BASE CHRGS-JAN	\$115.54
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$65.10

EQUIPMENT MAINTENANCE TOTAL ****

\$54,939.24

EQUIPMENT MAINTENANCE FUND Total ***

\$54,939.24

FUND 505

PUBLIC WORKS ADMIN & ENGINEER

Division:

450

PW ADMIN & ENGINEERING

ABADAN INC		ARIN053227	220248	ASBUILTS	\$36.18
		ARIN053456	220430	ASBUILTS	\$21.08
BENTON COUNTY TREASURER		2565	220439	IMAGE -GIS	\$1.00
CITY OF RICHLAND		1/2015 JANUARY	220271	CITY UTILITY BILLS/ JAN 2015	\$947.88
COLUMBIA SNAKE RIVER IRRIGATORS ASSN		2015 DUES	220455	CSRIA 2015 MEMBERSHIP DUES	\$2,000.00
DLT SOLUTIONS LLC	P054749	SI278111	220285	AUTOCAD MAP 3D ANNUAL LICENSE	\$1,587.52
	P054749			Autodesk AutoCAD Civil 3D Rene	\$8,291.48
IMT INC		6090	220481	WESTCLIFFE PH 13 M14381	\$570.00
PENWELL, DAN		021015	220404	PENWELL-EXCISE TAX FEES	\$62.63
ROGALSKY, PETER		012415	220406	ROGALSKY-WSGRTA MTG 1/24/15	\$33.81
		15-022 ROGALSKY		WSGRTA MTG/OLYMPIA/ROGALSKY	\$183.08



City Of Richland

VL-1 Voucher Listing

From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VERIZON WIRELESS	P054905	9739168789	220372	INTERNET ACCESS ON 2 LAPTOPS (\$80.02
WATER SOLUTIONS INC	P054903	10365	220543	DCS (703) BDLG WATER UNIT RENT	\$76.01
XEROX CORPORATION	P054899	078098867	220547	1ST FLOOR XEROX #LX5-690835(ta	\$148.88
	P054899	078098868		BASEMENT XEROX #LX5-692207 (ta	\$69.29
	P054899	078098869		2ND FLOOR XEROX #MX4-343197 (t	\$303.85
XO HOLDINGS LLC DBA		0272589536	220385	PHONE CHARGES 1/23-2/22/15	\$176.05
PW ADMIN & ENGINEERING TOTAL ****					\$14,588.76
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$14,588.76
FUND 506	WORKERS COMPENSATION FUND				
Division:	221	WORKERS COMP INSURANCE RESERVE			
DEPARTMENT OF LABOR & INDUSTRIES		4THQTR 2014	220283	4TH QTR 2014 SELF INSURANCE	\$41,761.36
WORKERS COMP INSURANCE RESERVE TOTAL ****					\$41,761.36
WORKERS COMPENSATION FUND Total ***					\$41,761.36
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
DEPARTMENT OF ENTERPRISE SERVICES		8417946	220282	SELF INSUR ASSESS 1/1-6/30/15	\$1,202.62
LIFE INSURANCE COMPANY OF NORTH AMERICA		2/2015-FLI051384	220324	FLI051384 PREMIUMS-FEB	\$9,501.84
		2/2015-LK030278		LK030278 PREMIUMS-FEB	\$11,256.38
		2/2015-OK807703		OK807703 PREMIUMS-FEB	\$2,517.58
MAGELLAN BEHAVIORAL HEALTH		FEB 2015	220490	EAP PREMIUMS-FEB	\$683.91
SUMMIT LAW GROUP PLLC		71589	220359	ACA ISSUES-DEC 2014	\$295.00
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$25,457.33
HEALTH CARE/BENEFITS PLAN Total ***					\$25,457.33
FUND 521	UNEMPLOYMENT FUND				
Division:	223	UNEMPLOYEMENT COMPENSATION			
STATE OF WASHINGTON		4TH QTR 2014	220462	4TH QTR 2014 UNEMPLOYMENT	\$16,504.40
UNEMPLOYEMENT COMPENSATION TOTAL ****					\$16,504.40
UNEMPLOYMENT FUND Total ***					\$16,504.40
FUND 634	WINE SCIENCE CENTER PDA				
Division:	912	WINE SCIENCE CENTER PDA			
PACIFICA LAW GROUP LLP		21535	220500	WSCDA LEGAL COUNSEL	\$288.00
WINE SCIENCE CENTER PDA TOTAL ****					\$288.00
WINE SCIENCE CENTER PDA Total ***					\$288.00
FUND 641	SOUTHEAST COMMUNICATIONS CTR				



City Of Richland

VL-1 Voucher Listing

From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 600 SECOMM OPERATIONS GENERAL					
AT&T LONG DISTANCE		1/15-030301072100	220251	FAX LINES 12/21-1/20/15	\$32.59
CITY OF RICHLAND		3422536	220449	BCES UTILITIES 1/2-2/3/15	\$2,581.45
DEVRIES BUSINESS SERVICES		0062540	220284	SHREDDING SRVCS 1/29/15	\$4.00
FRONTIER		1/15-509-628-2609	220295	GENERAL 1/25-2/24/15	\$422.79
		2/15-509-628-1472	220472	GENERAL 2/4-3/3/15	\$66.80
		2/15-509-628-2608		GENERAL 2/4-3/6/15	\$81.19
LANGUAGE LINE SERVICES LLC		3534582	220485	NON EMERGENCY TRANSLATION-JAN	\$191.99
LETTRICK, R. KIM		011415	220399	LETTRICK-GARBAGE BAGS	\$13.46
MID COLUMBIA CONSTRUCTION INC DBA		1050027	220329	DE-ICER APPLICATION 1/4/15	\$105.88
RIGGLE PLUMBING INC		28167	220352	TOILET MAINTENANCE	\$159.10
VANGUARD CLEANING SYSTEM OF INLAND NW		49008	220371	BCES JANITORIAL SRVCS-2/1-2/28	\$375.00
WATER SOLUTIONS INC		10360	220543	WATER FILTRATION 2/4-3/6	\$33.66
XEROX CORPORATION		078098862	220547	W7855 BASE CHRG/PRINTS-JAN'15	\$107.88
SECOMM OPERATIONS GENERAL TOTAL ****					\$4,175.79
Division: 601 E911 OPERATIONS					
BARBER, JAMES		15-035 BARBER	220389	ST 911-WCIA MTGS/BARBER	\$286.25
ENTERPRISE RENT A CAR		2/15-45WA423	220397	15-035 BARBER RENTAL CAR	\$126.06
FRONTIER		1/15-253-012-0862	220295	E911 LINE 1/22-2/21/15	\$35.00
		2/15-509-735-2383	220472	E911 2/7-3/6/15	\$137.05
LANGUAGE LINE SERVICES LLC		3522179	220485	E911 TRANSLATION SRVCS-DEC	\$454.42
LEGACY TELECOMMUNICATIONS INC		15574	220322	COMM CTR-GENERATOR INSPECTION	\$270.14
E911 OPERATIONS TOTAL ****					\$1,308.92
SOUTHEAST COMMUNICATIONS CTR Total ***					\$5,484.71
FUND 642 800 MHZ PROJECT					
Division: 610 800 MHZ					
BENTON PUD		2/15-4843174575	220441	UTILITIES 12/18/14-1/27/15	\$550.09
KLICKITAT COUNTY PUD		2/15-69552623	220484	GOLGOTHA UTILITIES 12/31-1/30	\$202.27
LEGACY TELECOMMUNICATIONS INC		15572	220322	BADGER SITE-GENERATOR INSPECTI	\$1,074.60
		15573		SILLUSI SITE-GENERATOR INSPECT	\$1,074.60
		15574		COMM CTR-GENERATOR INSPECTION	\$270.14
		15575		GOLGATHA SITE-GEN INSPECTION	\$1,064.65
MOTOROLA SOLUTIONS INC	P054915	78290977	220402	SUAI 2015 MAINTENANCE AGREEME	\$530,562.12
	P054915			ADJUST SALES TAX	\$0.08
800 MHZ TOTAL ****					\$534,798.55
800 MHZ PROJECT Total ***					\$534,798.55
FUND 643 EMERGENCY MANAGEMENT					
Division: 620 STATE / LOCAL ASSISTANCE					



City Of Richland

VL-1 Voucher Listing

From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		3422536	220449	BCES UTILITIES 1/2-2/3/15	\$573.65
LEGACY TELECOMMUNICATIONS INC		15574	220322	COMM CTR-GENERATOR INSPECTION	\$180.09
MID COLUMBIA CONSTRUCTION INC DBA		1050027	220329	DE-ICER APPLICATION 1/4/15	\$105.89
PACIFIC OFFICE AUTOMATION		464410	220499	F551N FAX MAINT-2/25-5/25/15	\$53.54
RIGGLE PLUMBING INC		28167	220352	TOILET MAINTENANCE	\$159.10
VANGUARD CLEANING SYSTEM OF INLAND NW		49008	220371	BCES JANITORIAL SRVCS-2/1-2/28	\$250.00
XEROX CORPORATION		078098862	220547	W7855 BASE CHRG/PRINTS-JAN'15	\$83.90
STATE / LOCAL ASSISTANCE TOTAL ****					\$1,406.17
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
CITY OF RICHLAND		3422536	220449	BCES UTILITIES 1/2-2/3/15	\$573.65
LEGACY TELECOMMUNICATIONS INC		15574	220322	COMM CTR-GENERATOR INSPECTION	\$180.10
MID COLUMBIA ENGINEERING INC	P054796	ST007134	220330	BECKI COATS - SURVEY TAKER	\$328.90
	P054796	ST007154	220493	BECKI COATS - SURVEY TAKER	\$350.35
XEROX CORPORATION		078098862	220547	W7855 BASE CHRG/PRINTS-JAN'15	\$83.90
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$1,516.90
Division:	622	DOE EMERGENCY PREPAREDNESS			
BECK, JEREMY		15-003	220390	EMIL ACADEMY/BAGGAGE/BECK	\$82.08
CITY OF RICHLAND		15-003 BECK	220394	EMIL ACADEMY/EMMITSBURG/BECK	\$212.20
		3422536	220449	BCES UTILITIES 1/2-2/3/15	\$573.66
LEGACY TELECOMMUNICATIONS INC		15574	220322	COMM CTR-GENERATOR INSPECTION	\$180.10
PACIFIC OFFICE AUTOMATION		464410	220499	F551N FAX MAINT-2/25-5/25/15	\$53.54
XEROX CORPORATION		078098862	220547	W7855 BASE CHRG/PRINTS-JAN'15	\$83.91
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$1,185.49
Division:	623	JURISIDICITION			
AT&T LONG DISTANCE		1/15-030301072100	220251	FAX LINES 12/21-1/20/15	\$32.59
DEVRIES BUSINESS SERVICES		0062540	220284	SHREDDING SRVCS 1/29/15	\$4.00
LETTRICK, R. KIM		011415	220399	LETTRICK-GARBAGE BAGS	\$2.37
WATER SOLUTIONS INC		10360	220543	WATER FILTRATION 2/4-3/6	\$33.67
JURISIDICITION TOTAL ****					\$72.63
EMERGENCY MANAGEMENT Total ***					\$4,181.19
FUND	644	MICRO-WAVE			
Division:	611	MICROWAVE			
DAY MANAGEMENT CORPORATION DBA	P054863	566942	220280	2015 MAINTENANCE CONTRACT	\$32,580.00
MICROWAVE TOTAL ****					\$32,580.00
MICRO-WAVE Total ***					\$32,580.00
FUND	803	UTILITY BILL CLEARING FUND			
Division:	000				



City Of Richland

VL-1 Voucher Listing

From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY9583	220422	Customer Refund	\$78.80
		CISPAY9584	220426	Customer Refund	\$165.47
		CISPAY9585	220417	Customer Refund	\$20.16
		CISPAY9586	220424	Customer Refund	\$19.33
		CISPAY9587	220410	Customer Refund	\$110.29
		CISPAY9588	220419	Customer Refund	\$56.21
		CISPAY9589	220416	Customer Refund	\$93.78
		CISPAY9590	220413	Customer Refund	\$140.30
		CISPAY9591	220423	Customer Refund	\$87.83
		CISPAY9592	220415	Customer Refund	\$118.01
		CISPAY9593	220421	Customer Refund	\$21.85
		CISPAY9594	220427	Customer Refund	\$155.98
		CISPAY9595	220411	Customer Refund	\$64.42
		CISPAY9596	220428	Customer Refund	\$47.51
		CISPAY9597	220412	Customer Refund	\$88.97
		CISPAY9598	220425	Customer Refund	\$103.14
		CISPAY9599	220420	Customer Refund	\$48.36
		CISPAY9600	220414	Customer Refund	\$93.08
		CISPAY9601	220418	Customer Refund	\$60.24
		CISPAY9602	220429	Customer Refund	\$108.24
		CISPAY9603	220556	Customer Refund	\$193.25
		CISPAY9604	220575	Customer Refund	\$252.00
		CISPAY9605	220564	Customer Refund	\$178.11
		CISPAY9606	220555	Customer Refund	\$160.02
		CISPAY9607	220571	Customer Refund	\$9.00
		CISPAY9608	220572	Customer Refund	\$20.76
		CISPAY9609	220565	Customer Refund	\$162.00
		CISPAY9610	220580	Customer Refund	\$278.60
		CISPAY9611	220562	Customer Refund	\$322.50
		CISPAY9612	220559	Customer Refund	\$148.18
		CISPAY9613	220585	Customer Refund	\$16.78
		CISPAY9614	220581	Customer Refund	\$41.32
		CISPAY9615	220552	Customer Refund	\$7.00
		CISPAY9616	220569	Customer Refund	\$87.81
		CISPAY9617	220576	Customer Refund	\$101.70
		CISPAY9618	220567	Customer Refund	\$29.62
		CISPAY9619	220561	Customer Refund	\$34.45
		CISPAY9620	220570	Customer Refund	\$203.17
		CISPAY9621	220579	Customer Refund	\$19.72
UNASSIGNED TOTAL ****					\$3,947.96



City Of Richland

VL-1 Voucher Listing

From: 2/9/2015 To: 2/20/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				UTILITY BILL CLEARING FUND Total ***	\$3,947.96



City Of Richland

VL-1 Voucher Listing

From: 2/9/2015 To: 2/20/2015

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

\$1,926,265.52

Number of Invoices

Amount

Vouchers In Richland	156	\$234,441.26
Vouchers In Tri Cities	121	\$371,995.31
Vouchers In WA	191	\$360,688.20
Vouchers Outside WA	505	\$959,140.75
Vouchers Final Total.....	973	\$1,926,265.52

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$132.76	0.01%
2	BENEFITS	\$85,547.26	4.44%
3	SUPPLIES	\$150,757.17	7.83%
4	OTHER SERVICES & CHARGES	\$1,090,648.72	56.62%
5	INTERGOVERNMENTAL SERVICES	\$30,894.65	1.6%
6	CAPITAL PROJECTS	\$426,901.55	22.16%
	MACHINERY & EQUIPMENT	\$43,027.59	2.23%
	REFUNDS	\$3,947.96	0.2%
9	INTERFUND SERVICES	\$96.67	0.01%
	INVENTORY PURCHASES	\$94,311.19	4.9%
	Total	\$1,926,265.52	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/03/2015

Agenda Category: Items of Business

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 37-15, Expressing Support for Washington State Senate Transportation Revenue and Reform Package

Department:
Public Works

Ordinance/Resolution Number:
37-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 37-15, supporting the Washington State Senate's proposed Transportation Revenue and Reform package and recommending supporting votes from the eighth legislative district legislators.

Summary:

A Washington State Transportation revenue and reform package is working its way through the legislative process. This is the third legislative session in a row in which a transportation revenue package has been considered.

The City has two primary interests in the package, both of which are addressed in a far better manner in the current package than in previous versions. The first interest is additional funding capacity dedicated to maintenance and preservation of existing streets. The package addresses this by providing a direct distribution of a fraction of new gas tax revenues and by enabling a local option car tab fee of up to \$40 per year by Council action. The second interest is funding for the Duportail Bridge. The current proposal would fully fund the bridge project.

Washington State's transportation funding model functions in a similar fashion to the City's enterprise funds, in that user-derived revenues fund the operation without support from general tax revenues. The package proposes to raise the gas tax by 11.7 cents per gallon over a three year period.

Staff believes that the proposed package represents the best value likely available to Richland residents and believes that legislators representing our area would serve the City's interest best by supporting the package so that the features described above can be preserved in a package that is ultimately approved. The proposed resolution documents the reasoning for this position and provides Council's recommendation that our legislators support the package.

Fiscal Impact:

None

Attachments:

- I. Resolution No. 37-15

RESOLUTION NO. 37-15

A RESOLUTION of the City of Richland recommending that the Washington State Legislature and Governor Jay Inslee approve the proposed transportation revenue and reform package put forward by the Senate Transportation Committee Leadership.

WHEREAS, the gas tax is a transportation-specific funding source used to provide, operate and maintain the roadway network; and

WHEREAS, the Washington State Constitution, Amendment No. 18, requires that gas tax revenues be used exclusively for highway purposes, thus gas tax revenues are not absorbed for general government purposes; and

WHEREAS, the Washington State gas tax is distributed between state, county, and city governments responsible for building, operating, and maintaining public roads and highways; and

WHEREAS, since the gas tax is applied as a fixed value per gallon of purchased fuel, it functions as a user fee for individuals and institutions that use the public roads and highways; and

WHEREAS, the gas tax is generally a fair user fee since heavier, lower fuel-efficient vehicles that place a heavier maintenance burden on public roads tend to consume more fuel and pay more tax; and

WHEREAS, the federal government imposes a gas tax, the value of which has not changed since 1993; and

WHEREAS, Washington State imposes a gas tax, the value of which has not changed since 2008; and

WHEREAS, maintenance and operation of the public streets and highways is subject to cost inflation in a very similar manner to other publicly and privately delivered services; and

WHEREAS, the public roads and highways represent the largest, highest value assets owned and managed by local and state government. Responsible asset management requires that adequate resources be dedicated to preserve and maintain these assets; and

WHEREAS, the public has the right to expect that government agencies responsible for providing, operating and maintaining the public roads and highways will do so in the most efficient manner possible and that these agencies will seek to improve their performance on a regular basis; and

WHEREAS, the Tri-Cities regional economy and the Washington State economy are built on the expectation and the ongoing need for the safe, efficient movement of people and freight; and

WHEREAS, our economy is under increasing pressure to improve the safe and efficient movement of people and freight; and

WHEREAS, the Washington State Senate Transportation Committee has conducted exhaustive research into the condition of our state's roads and highways, the needs for improved mobility and safety, the methods and efficiencies in current practice for providing, operating and maintaining the public roads and highways, the environmental stewardship issues confronting the transportation system, and the financial resources dedicated to these purposes; and

WHEREAS, the Washington State Senate Transportation Committee leadership, comprised of the Republican committee chair and vice chair and the Democratic leadership, have jointly proposed a bipartisan plan to increase the Washington State gas tax and other fees. The increased revenues are to be dedicated to restoring the appropriate funding level to operate and maintain the existing roads and highways and to provide a package of road and highway system improvements needed to restore and improve the proper and desirable functioning of the road and highway network; and

WHEREAS, the Washington State Senate Transportation Committee revenue proposal is contingent on the adoption of a series of measures intended to improve the efficiency of project delivery and fiscal management for transportation revenues and programs; and

WHEREAS, the portion of current gas tax revenues available to the City of Richland is not sufficient to operate and maintain the City's public roads; and

WHEREAS, each year the City supplements gas tax revenues with several local revenue sources to fulfill the budget needs for operation and maintenance of its public roads. The City uses several dedicated funding sources, including a dedicated fraction of utility occupation tax approved by Richland voters in September, 1996 and a street charge collected from businesses through the business licensing process, to supplement the gas tax revenues. Even with these funds assembled the City must add General Fund revenues derived from property taxes, sales taxes, and utility occupation taxes to complete the funding needed to maintain and operate its roads; and

WHEREAS, the City's recent road condition survey indicates that current funding levels, as assembled from the sources described above, are insufficient to maintain its roads in a serviceable condition; and

WHEREAS, the City's Comprehensive Plan, which incorporates the 2005 City-Wide Transportation Plan, includes improved connectivity across the Yakima River as the highest priority system capacity improvement; and

WHEREAS, a thorough alternatives analysis, led by an ad-hoc advisory committee to the City Council, concluded in 2007 that the Duportail / Stevens corridor improvement, including the Duportail Bridge, was the most cost-effective solution to providing the needed connectivity between downtown Richland and the portion of the City south of the Yakima River. The City Council ratified the conclusions of the ad-hoc committee, selecting the Duportail / Stevens corridor for implementation; and

WHEREAS, the City has invested significant funds to complete the National Environmental Policy Act review for the Duportail Bridge; and

WHEREAS, the City has further invested significant funds to acquire right of way needed to complete the Duportail Bridge; and

WHEREAS, the City is presently working to advance the design readiness of the Duportail Bridge; and

WHEREAS, the Duportail Bridge will include replacement of the water pipeline crossing the Yakima River that is the only water supply pipeline linking the City's drinking water treatment sources with water users on the south side of the Yakima River; and

WHEREAS, the City has executed a funding agreement with the Federal Emergency Management Agency to complete the water line replacement in a timely manner; and

WHEREAS, completion of the water line replacement is dependent on full funding of the Duportail Bridge project; and

WHEREAS, the remaining segments of the Duportail / Stevens Corridor improvement plan are fully funded and scheduled for completion no later than the end of 2016; and

WHEREAS, the City is poised to move toward swift completion of the Duportail Bridge, subject only to available construction funds; and

WHEREAS, the Washington State Senate Transportation Committee revenue proposal includes full funding for the Duportail Bridge; and

WHEREAS, since the Washington State Senate Transportation Committee's proposal addresses the City's most pressing street system needs, including funding for the Duportail Bridge, increased maintenance and operations funding, and improved project delivery efficiency and fiscal management transparency; and

WHEREAS, the Washington State Senate Transportation Committee's proposal includes funding for the highest priority street system needs in our neighboring communities, namely the U.S. 395 / Ridgeline Interchange in Kennewick, the Lewis Street Overpass in Pasco, and the Red Mountain Interchange in Benton City and unincorporated Benton County; and

WHEREAS, adoption of a gas tax increase package that does not include the Duportail Bridge would result in Richland residents and businesses paying higher gas taxes without the benefit of receiving the most important roadway system improvement needed in the City; and

WHEREAS, eighth district legislators' support for the gas tax increase will likely ensure that funding for the Duportail Bridge remains a part of a final transportation revenue package adopted by the legislature and approved by Governor Inslee.

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

1. Expresses its support to the Washington State Legislature and Governor Jay Inslee for the transportation revenue package proposed by the Washington State Senate Transportation Committee.
2. Encourages and supports Senator Sharon Brown, the eighth district senator, entering a supportive vote to the proposed revenue package.
3. Encourages and supports Representative Larry Haler and Representative Brad Klippert to review and support a transportation revenue proposal presented to the Washington State House of Representatives, so long as the proposal includes full funding for the Duportail Bridge, increased maintenance and operations funding distributed directly to local agencies, and efficiency and fiscal transparency measures applied to transportation funds and programs.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 3rd day of March, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney