



Agenda
City Council Regular Meeting
Tuesday, January 19, 2016
City Hall Council Chamber | 505 Swift Boulevard

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

Agenda Item:

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

City Council Regular Meeting - 7:30 p.m. (City Hall Council Chamber)

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

2. New Hire
 - Jon Amundson, Assistant City Manager
3. Benton County Moderate Risk Waste Planning Update - Resolution No. 13-16, Benton County Solid Waste Interlocal Agreement (5 minutes)
 - Pete Rogalsky, Public Works Director
4. CityView Videos: 1) Richland Public Library Makerspace and 2) Growth Management Act Governor's Award
 - Joe Schiessl, Parks and Public Facilities Director
 - Kerwin Jensen, Community Development Director

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

5. 2016 Budget Amendment for Charter Communication Franchise - Ordinance No. 08-16
 - Jon Amundson, Assistant City Manager
6. Proposed Vacation of a Portion of Sky Meadows Avenue and Greenview Drive Right-of-Way – Ordinance No. 04-16
 - Pete Rogalsky, Public Works 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:

7. Approve the Council Meeting Minutes Held January 5, 2016
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

8. Ordinance No. 04-16, Vacating a Portion of Sky Meadows Avenue and Greenview Drive Right-of-Way
- Pete Rogalsky, Public Works Director
9. Ordinance No. 06-16, Vacating a Portion of Wellhouse Loop Right-of-Way
- Pete Rogalsky, Public Works Director
10. Ordinance No. 07-16, Extending the Cable Television Franchise with Charter Communications
- Heather Kintzley, City Attorney
11. Ordinance No. 08-16, 2016 Budget Amendment for Charter Communication Franchise Negotiations
- Jon Amundson, Assistant City Manager
12. Ordinance No. 09-16, 2016 Budget Amendment for the Stormwater Fund
- Pete Rogalsky, Public Works Director

Ordinances - Second Reading/Passage:

13. Ordinance No. 01-16, Amending RMC Chapter 11.30, Stopping, Standing, or Parking Restricted or Prohibited
- Pete Rogalsky, Public Works Director

Resolutions – Adoption:

14. Resolution No. 03-16, Approving Amendment No. 2 to the Facility Use Agreement with the Tri-City Tournament Committee
- Phil Pinard, Planning and Capital Projects Manager
15. Resolution No. 04-16, Approving Amendment No. 4 to the ORV Park Operating Lease Agreement with HRMC, Inc.
- Phil Pinard, Planning and Capital Projects Manager
16. Resolution No. 11-16, Expressing Appreciation to Dori Luzzo Gilmour for Service on the Arts Commission
- Heather Kintzley, City Attorney
17. Resolution No. 13-16, Authorizing Execution of Benton County Solid Waste Interlocal Agreement
- Pete Rogalsky, Public Works Director
18. Resolution No. 18-16, Approving Purchase and Sale Agreement with Justin Stoker Related to Duportail Bridge Project
- Pete Rogalsky, Public Works Director
19. Resolution No. 22-16, Authorizing the Execution of a Solid Waste Collection Agreement with Waste Management of Washington, Inc. for the Premiere Columbia Properties, LLC & Whitfield Annexations
- Pete Rogalsky, Public Works Director
20. Resolution No. 23-16, Authorizing the Execution of a Solid Waste Collection Agreement with Basin Disposal, Inc. & Ed's Disposal, Inc. for the Premiere Columbia Properties, LLC & Whitfield Annexations
- Pete Rogalsky, Public Works Director
21. Resolution No. 24-16, Authorizing Execution of Interlocal Agreement with the City of West Richland for Water and Sewer Services to Properties at Keene Road and Kennedy Road
- Pete Rogalsky, Public Works Director

22. Resolution No. 25-16, Authorizing a Cost Sharing Agreement with Tapteal Properties and Authorizing Consultant Agreements with JUB Engineers, Inc. and CTC, Inc. for Design Development and Analysis of Potential Revisions to the Tapteal Drive/Steptoe Street Intersection
 - Kerwin Jensen, Community Development Director
23. Resolution No. 26-16, Expressing Appreciation to Councilmember Rose for His Service as Mayor, 2014-2015
 - Robert Thompson, Mayor
24. Resolution No. 27-16, Expressing Appreciation to Councilmember Lemley for His Service as Mayor Pro Tem, 2014-2016
 - Robert Thompson, Mayor

Item for Approval:

25. Authorize Travel for Mayor Thompson and Councilmember Anderson
 - Cindy Reents, City Manager

Expenditures - Approval:

26. Expenditures from December 28, 2015 - January 8, 2016 for \$3,186,487.03 including Check Nos. 230112-230511, Wire Nos. 6069-6078, Payroll Check Nos. 100737-101255, and Payroll Wire/ACH Nos. 9270-9288
 - Cathleen Koch, Administrative Services Director

Items of Business:

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

City Council Meetings are broadcast live on CityView Channel 192 and online at CL.RICHLAND.WA.US/CITYVIEW

Richland City Hall is ADA accessible. Council Chamber parking and access is available at the entrance facing George Washington Way. Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the City Council Meeting by calling the City Clerk's Office at 942-7388.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Agenda Item

Key Element:

Subject:

Discuss Meeting Agenda Items (15 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Presentations

Key Element:

Subject:
New Hire

Department:
Assistant City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:
Introducing Hollie Logan, Communications and Marketing Manager

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Presentations

Key Element:

Subject:

Benton County Moderate Risk Waste Planning Update - Resolution No. 13-16, Benton County Solid Waste Interlocal Agreement (5 minutes)

Department:
Public Works

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

A Benton County staff member managing the solid waste program will provide Council with an update on efforts to re-establish a regional household hazardous waste facility and associated services. An item on this evening's consent agenda proposes to renew the interlocal agreement committing to Richland's participation in this County-led program.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Presentations

Key Element:

Subject:

CityView Videos: 1) Richland Public Library Makerspace and 2) Growth Management Act Governor's Award

Department:

Assistant City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Public Hearing

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

2016 Budget Amendment for Charter Communication Franchise - Ordinance No. 08-16

Department:

Assistant City Manager

Ordinance/Resolution Number:

08-16

Document Type:

Presentation

Recommended Motion:

Summary:

Please refer to the staff report associated with Ordinance 08-16 under Ordinances for First Reading on the Consent Calendar.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Public Hearing

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Proposed Vacation of a Portion of Sky Meadows Avenue and Greenview Drive Right-of-Way – Ordinance No. 04-16

Department:
Public Works

Ordinance/Resolution Number:
04-16

Document Type:
Presentation

Recommended Motion:

Summary:

This is a public hearing to receive comments on the proposed vacation of an underlying, duplicate right-of-way on a portion of Sky Meadows Avenue and Greenview Drive.

Council adopted Resolution No. 203-15 at the December 15, 2015 Regular Council meeting setting the public hearing date for January 19, 2016.

Notices were posted on site and at City Hall, Richland Public Library, and the Community Center on December 28, 2015. Notice was also provided by letter to the adjacent property owner. Notifications meet the 20 day minimum requirement in accordance with RCW 35.79.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Approve the Council Meeting Minutes Held January 5, 2016

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Minutes

Recommended Motion:

Approve the minutes of the Council meeting held on January 5, 2016

Summary:

None.

Fiscal Impact:

None.

Attachments:

I. Draft 010516 Council Minutes



MINUTES
RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, January 6, 2016

Draft

Pre-Meeting:

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

Attendance:

Mayor Rose, Mayor Pro Tem Lemley, Councilmembers Anderson, Christensen, Kent, Luzzo Gilmour and Thompson were present.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Parks and Public Facilities Director Schiessl and City Clerk Hopkins.

Discussion of Meeting Agenda Items:

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

Ms. Reents noted the Council pictures will be taken on February 2, and she gave an update regarding the Hanford Advisory Board.

Mr. Schiessl updated Council on the proposed City View property trade with Milo Bauder, stating that the presence of gas, oil and mineral rights owned by other individuals may complicate the deal. Mr. Schiessl said that another option for the City's property was to sell it, as opposed to trading it, since private parties have been inquiring about the property.

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, Councilmembers Anderson, Christensen, Luzzo Gilmour, Kent and Thompson were present.

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

Pledge of Allegiance:

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

Approval of Agenda:

MAYOR PRO TEM LEMLEY MOVED AND COUNCILMEMBER THOMPSON SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 7-0.

Special Business:

1.

1. Swearing-In of Councilmembers:

Brad Anderson, Position No. 2, Re-Elected, 4-Year Term

Phil Lemley, Position No. 5, Re-Elected, 4-Year Term

Terry Christensen, Position No. 6, Re-Elected, 4-Year Term

Dori Luzzo Gilmour, Position No. 7, Newly Elected, 2-Year Term

Ms. Hopkins swore-in the re-elected and new Councilmembers.

2. Selection of Mayor

- David Rose, Mayor

~~Mayor Rose nominated himself for Mayor. The motion was not seconded.~~

Mayor Rose expressed his interest and willingness to serve as Mayor again.

COUNCILMEMBER ANDERSON NOMINATED COUNCILMEMBER THOMPSON FOR MAYOR AND COUNCILMEMBER CHRISTENSEN SECONDED THE MOTION. THE MOTION CARRIED 7-0 TO ELECT COUNCILMEMBER THOMPSON AS MAYOR.

3. Selection of Mayor Pro Tem

- Bob Thompson, Mayor

Councilmember Kent nominated Councilmember Rose for Mayor Pro Tem and Councilmember Lemley seconded the nomination.

Mayor Thompson nominated Councilmember Christensen for Mayor Pro Tem and Councilmember Rose seconded the nomination.

The vote was done by ballot.

COUNCILMEMBER CHRISTENSEN WAS ELECTED AS MAYOR PRO TEM (5-2 VOTE).

4. Selection of Members to the Council Assignments Committee

- Sandra Kent, Councilmember

Mayor Thompson nominated Councilmembers Kent, Anderson and Rose. Councilmember Luzzo Gilmour nominated herself.

The vote was done by ballot.

COUNCILMEMBERS ROSE (6 VOTES), KENT (7 VOTES) AND ANDERSON (6 VOTES) WERE ELECTED TO THE COUNCIL ASSIGNMENTS COMMITTEE.

Presentations:

1. "What NOT to Recycle" Presentation From the "For Inspiration and Recognition of Science and Technology" (FIRST) Lego League Team (5 minutes)
 - Christine McKinnon & Bill Webber, Team Coaches

The team presented a skit on what they learned about trash and recycling in the City of Richland and how to properly recycle trash and why recycling is important.

2. TRIDEC Quarterly Update (7 minutes)
 - Carl Adrian, TRIDEC President/CEO

Mr. Adrian gave a year-end report that highlighted the 2015 activities. He detailed the branding, recruitment, retention and expansion, federal programs, community and workforce development.

3. New Hire/Retirements (5 minutes)
 - Allison Jubb, Human Resources Director

Ms. Jubb acknowledged retiring employee John Morrell, a Police Officer with over 37 years of service to the City. She introduced the new hires: Derek Johnson, Fire Fighter; Kristen Lenkersdorfer, Emergency Communication Dispatcher; Shane O'Neil, Senior Planner; Mark Melton, Civil Engineer 1; Katie Nash, HR Executive Assistant; and Paul Harrison, Risk & Safety Program Administrator.

Public Comments:

City Clerk Hopkins read the public comments procedure.

Adam Brault, 348 Soaring Hawk, Richland, WA, said he believes the proposed Richland public market project was a strong candidate for the Regional Public Facilities District to consider and he would like to have conversations with the Councilmembers and community members about this project.

Consent Calendar:

City Clerk Hopkins read the Consent items.

Minutes:

1. Adopt the Minutes of the Council Meeting Held December 15, 2015
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

2. Ordinance No. 01-16, Amending RMC Chapter 11.30, Stopping, Standing, or Parking Restricted or Prohibited
- Pete Rogalsky, Public Works Director

Ordinances - Second Reading/Passage:

3. Ordinance No. 02-16, Dedicating Right-of-Way for Wellhouse Loop and Wyman Street
- Pete Rogalsky, Public Works Director

Resolutions – Adoption:

4. Resolution No. 01-16, Authorizing Execution of Contract No. 22-86 Modification No. 2 with GTP Acquisition Partners II, LLC for Badger Mountain Lease
- Bob Hammond, Energy Services Director
5. Resolution No. 05-16, Approving the Final Plat of Horn Creek Phase 2
- Rick Simon, Development Services Manager
6. Resolution No. 06-16, Approving the Final Plat of Westcliffe, Phase 14
- Rick Simon, Development Services Manager
7. Resolution No. 08-16, Accepting a \$96,600 Grant from the Washington State Recreation and Conservation Office (RCO) and Authorizing Execution of Agreement with RCO
- Phil Pinard, Planning and Capital Projects Manager
8. Resolution No. 09-16, Executing an Agreement with RC of Washington, LLC for Reimbursement of White Bluffs Phase 2 Latecomer Fees
- Pete Rogalsky, Public Works Director
9. Resolution No. 10-16, Authorizing Execution of a Second Amendment to Contract No. 136-13, Ground Lease between the City of Richland and Central Washington Corn Processors, Inc.
- Jon Amundson, Assistant City Manager

Expenditures - Approval:

10. Expenditures from December 7, 2015 - December 25, 2015 for \$8,481,917.18 including Check Nos. 229532- 230111, Wire Nos. 6053-6068, Payroll Check Nos. 100239-100736, and Payroll Wire/ACH Nos. 9257-9269
- Cathleen Koch, Administrative Services Director

COUNCILMEMBER KENT MOVED AND MAYOR PRO TEM CHRISTENSEN SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THE MOTION CARRIED 7-0.

Reports and Comments:

1. City Manager Reents thanked Councilmembers Rose and Lemley for their service as Mayor and Mayor Pro Tem. She welcomed the Mayor Thompson and Mayor Pro Tem Christensen and said she was excited to start the New Year.

2. Council:

Councilmember Anderson thanked the voters for electing him for another term and thanked Councilmembers Rose and Lemley for their service as Mayor and Mayor Pro Tem. He said he was looking forward to his new term as Councilmember.

Councilmember Kent thanked Councilmember Rose and Lemley for their service as Mayor and Mayor Pro Tem and is looking forward to working with the new Mayor and Mayor Pro Tem as well as the new Council Assignment Committee members. She also said she attended the new movie theater in Lincoln Landing at Queensgate and enjoyed the lounge chair seating.

Mayor Pro Tem Christensen thanked Councilmembers Rose and Lemley for their service and congratulated new Councilmember Luzzo Gilmour. He also thanked the citizens for re-electing him. He said he also attended the new movie theater in Lincoln Landing at Queensgate and enjoyed the lounge chairs as well.

3. Mayor Thompson welcomed the new Councilmember Luzzo Gilmour and looked forward to her fresh outlook on City government. He thanked Councilmember Rose and Lemley for their service as Mayor and Mayor Pro Tem.

Adjournment:

Mayor Thompson adjourned the meeting at 8:18 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Bob Thompson, Mayor

DATE APPROVED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Ordinances - First Reading

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Ordinance No. 04-16, Vacating a Portion of Sky Meadows Avenue and Greenview Drive Right-of-Way

Department:
Public Works

Ordinance/Resolution Number:
04-16

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 04-16, vacating a portion of Sky Meadows Avenue and Greenview Drive right-of-way.

Summary:

The rights-of-way for this portion of Sky Meadows Avenue and Greenview Drive were originally dedicated on the Plat of Sky Meadows Phase 3 which was recorded on July 14, 2008. However, the streets were not constructed at that time, nor were adjacent lots created. The rights of way were dedicated to fulfill a preliminary plat condition intended to facilitate connectivity to other development south of the Kennewick Irrigation District Canal.

The developer of the Falcon Crest plat constructed portions of Baum Street and Sky Meadows Avenue in the dedicated rights of way, thus completing the intended connectivity.

On September 30, 2015, the Plat of Sky Meadows Phase 5 was recorded which established new alignments for Sky Meadows Avenue and Greenview Drive. The roadways were completed with this phase, including curb and gutters on the segments completed earlier by the Falcon Crest developer.

The 2015 work created slightly different, but overlapping dedicated rights-of-way. Vacating the original rights-of-way that were recorded with the Phase 3 project will rectify this situation. The lots were established abutting the rights-of-way dedicated with Sky Meadows Phase 5 and none of the lots have been sold to date. Therefore, no adjustment of lot boundaries are necessary.

A public hearing will be held as part of this evening's Council meeting. Staff does not anticipate any opposing testimony because no properties are impacted by the proposed vacation. If opposing testimony is received staff will consider deferring the second reading of this ordinance.

Fiscal Impact:

No

Attachments:

I. Ordinance No. 04-16

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 04-16

An ORDINANCE of the City of Richland vacating a portion of Sky Meadows Avenue and Greenview Drive.

WHEREAS, Sky Meadows Avenue and Greenview Drive were originally dedicated on the Plat of Skyline Meadows Phase 3 recorded on July 14, 2008; and

WHEREAS, a portion of these roads were not constructed during Skyline Meadows Phase 3; and

WHEREAS, a new alignment for a portion of Sky Meadows Avenue and Greenview Drive was defined during Skyline Meadows Phase 5 that provided a better fit to the lot layouts of Phase 5; and

WHEREAS, the new alignments for Sky Meadows Avenue and Greenview Drive were dedicated on the Plat of Skyline Meadows Phase 5 and recorded on September 30, 2015; and

WHEREAS, there are now two separate, overlapping rights-of-way dedicated for these two roads; and

WHEREAS, the City desires to vacate the original right-of-way as dedicated on the Plat of Skyline Meadows Phase 3; and

WHEREAS, this will leave a single right-of-way as dedicated on the Plat of Skyline Meadows Phase 5; and

WHEREAS, Chapter 35.79 of the Revised Code of Washington (RCW) provides the authority for a city to initiate a vacation action by resolution; and

WHEREAS, State law requires that a public hearing be held to allow public consideration of this proposal; and

WHEREAS, at a regularly scheduled Council meeting on December 15, 2015, the Richland City Council, by Resolution No. 203-15, set the time and place of a hearing thereon for the 19th day of January, 2016, at the hour of 7:30 p.m., local time, in the City Hall Council Chambers, located at 505 Swift Boulevard in Richland, Washington; and

WHEREAS, at the time and place fixed and designated in the notice, a hearing was held by the City Council to receive public testimony.

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

Section 1. The portion of Sky Meadows Avenue right-of-way, as described and shown in Exhibit A is hereby ordered to be vacated, subject to the provisions of RCW 35.79.

Section 2. The portion of Greenview Drive right-of-way, as described and shown in Exhibit A is hereby ordered to be vacated, subject to the provisions of RCW 35.79.

Section 3. 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 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 _____, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

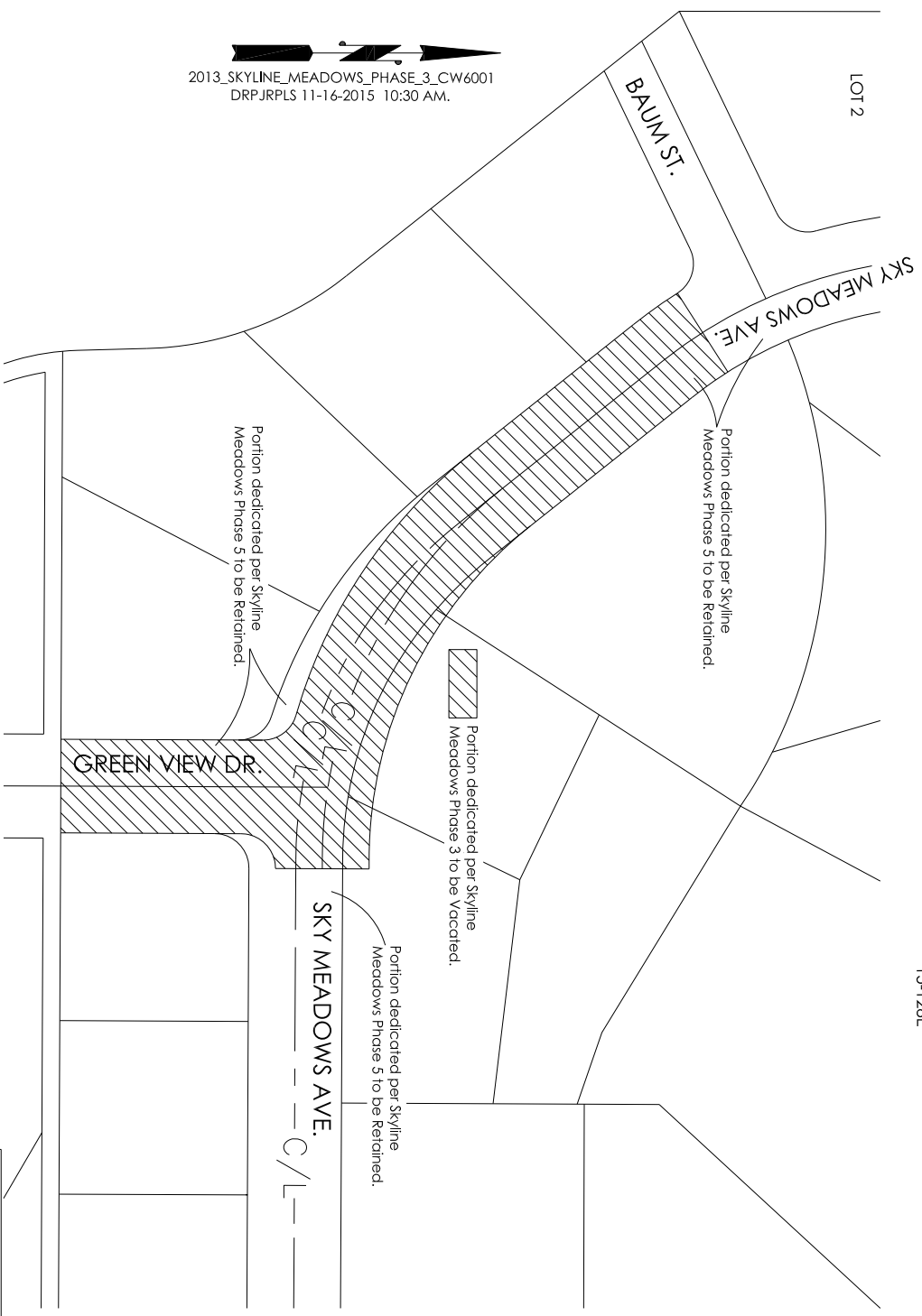
MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____

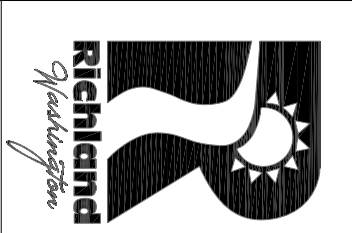
EXHIBIT "A"

15-128E



2013_SKYLINE_MEADOWS_PHASE_3_CW6001
DRPJRPPLS 11-16-2015 10:30 AM.

15-128E	Scale: 1"=100'	10-16-2015
	Drawn: DRPJRPPLS	Checked: B.J.L





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Ordinances - First Reading

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Ordinance No. 06-16, Vacating a Portion of Wellhouse Loop Right-of-Way

Department:
Public Works

Ordinance/Resolution Number:
06-16

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 06-16, vacating a portion of Wellhouse Loop right-of-way.

Summary:

Wyman Street and a portion of Wellhouse Loop were constructed by Local Improvement District No. 126 as adopted by Council on September 18, 1978. The remaining portion of Wellhouse Loop was constructed by Local Improvement District No. 139 as adopted by Council on October 15, 1979.

The rights-of-way for these roads were not dedicated at that time. On January 5, 2016, Council adopted Ordinance No. 02-16 dedicating both the Wellhouse Loop and Wyman Street rights-of-way.

In 2006, Lawless Drive was constructed which created a new intersection with Wellhouse Loop. This new intersection modified the right-of-way in this location which was dedicated by Ordinance No. 18-06 and Ordinance No. 02-15.

The new intersection created some excess right-of-way on the northeast quadrant that is adjacent to Goodwill Industries and contains Richland Energy Services (RES) electrical utilities.

Goodwill Industries has petitioned the City to vacate a portion of this Wellhouse Loop right-of-way to enable expansion of their facility. They will pay the cost for RES to relocate the utilities into a new proposed utility easement running parallel to the back of the sidewalk.

Notice of a public hearing for this proposed vacation was provided and the hearing was held on December 1, 2015 in accordance with RCW 35.79. No comments were received. Staff recommends approval of this ordinance.

Fiscal Impact:

All of the Wellhouse Loop and Wyman Street right-of-way was acquired by Quit Claim Deed for a nominal fee of \$10.00. Goodwill Industries has committed to paying all costs associated with relocating the electrical utilities and staff recommends the right-of-way be vacated at no cost to Goodwill Industries.

Attachments:

1. Ordinance No. 06-16
2. Proposed Wellhouse Loop vacation

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 06-16

An ORDINANCE of the City of Richland vacating a portion of Wellhouse Loop.

WHEREAS, on September 18, 1978, City Council adopted Ordinance No. 53-78 establishing Local Improvement District No. 126, known as Wellhouse Loop Road LID, to construct Wyman Street and a portion of Wellhouse Loop; and

WHEREAS, on October 15, 1979, Council adopted Ordinance No. 84-79 establishing Local Improvement District No. 139, known as Wellhouse Loop Phase 2 LID, to complete the construction of Wellhouse Loop and Wyman Street; and

WHEREAS, construction of these two roadways was completed but the rights-of-way were not established and dedicated at that time; and

WHEREAS, on January 5, 2016, Council adopted Ordinance No. 02-16 establishing and dedicating the rights-of-way for Wellhouse Loop and Wyman Street; and

WHEREAS, acquisition of the rights of way for Wellhouse Loop and Wyman Street came without cost to the City; and

WHEREAS, Lawless Drive was constructed in 2006 and created a new intersection with Wellhouse Loop which was dedicated by Ordinance No. 18-06 and Ordinance No. 02-15; and

WHEREAS, the new intersection of Lawless Drive/Wellhouse Loop leaves excess right-of-way on the northeast corner of the intersection; and

WHEREAS, Goodwill Industries abuts a portion of Wellhouse Loop at the northeast corner of the intersection with Lawless Drive; and

WHEREAS, Goodwill Industries has petitioned the City to vacate a portion of Wellhouse Loop right-of-way abutting their property on October 7, 2015; and

WHEREAS, Richland Energy Services currently has electrical utilities within this area; and

WHEREAS, Goodwill Industries has committed to paying the costs associated with Richland Energy Services relocating those utilities within a proposed utility easement adjacent to the proposed new right-of-way; and

WHEREAS, the City Engineer and Energy Services have reviewed the proposed vacation and new utility easement location and have determined it to be acceptable; and

WHEREAS, RCW 35.79 provides the authority and process for the City to vacate street rights-of-way when petitioned by an adjacent property owner; and

WHEREAS, at a regularly scheduled Council meeting on November 3, 2015, the Richland City Council, by Resolution No. 201-15, set the time and place of a hearing thereon for the 1st day of December, 2015, at the hour of 7:30 p.m., local time, in the City Hall Council Chambers, located at 505 Swift Boulevard in Richland, Washington; and

WHEREAS, at the time and place fixed and designated in the notice, a hearing was held by the City Council to receive public testimony. No testimony was received.

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

Section 1. The portion of Wellhouse Loop right-of-way, as described and shown in Exhibit A is hereby ordered to be vacated, subject to the provisions of RCW 35.79. No monetary compensation will be required from Goodwill Industries to effect this process.

Section 2. Utility easements will be retained on the vacated parcel as shown in Exhibit A.

Section 3. The vacated portion of Wellhouse Loop right of way will be vacated and transferred to private ownership only after the electrical utilities have been relocated in the new utility easement area.

Section 4. 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 5. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, at a regular meeting on the _____ day of _____, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____

10/7/15

Jeff Peters
City of Richland
505 Swift Boulevard
Richland, WA 99352

RE: Utility Easement Request to Vacate for Goodwill Industries - 201 Wellsian Way, Richland, WA 99352

Parcel Number: 115981020400034

Mr. Peters,

We intend to submit a petition to the Richland City Council seeking to vacate the public interest in the easement at the above location. Included is a sketch and legal description of the requested vacation for your review.

Please contact me with any question or concerns.

Warm Regards,



Marcy Fisher
Goodwill Industries
Facilities & Special Projects Manager

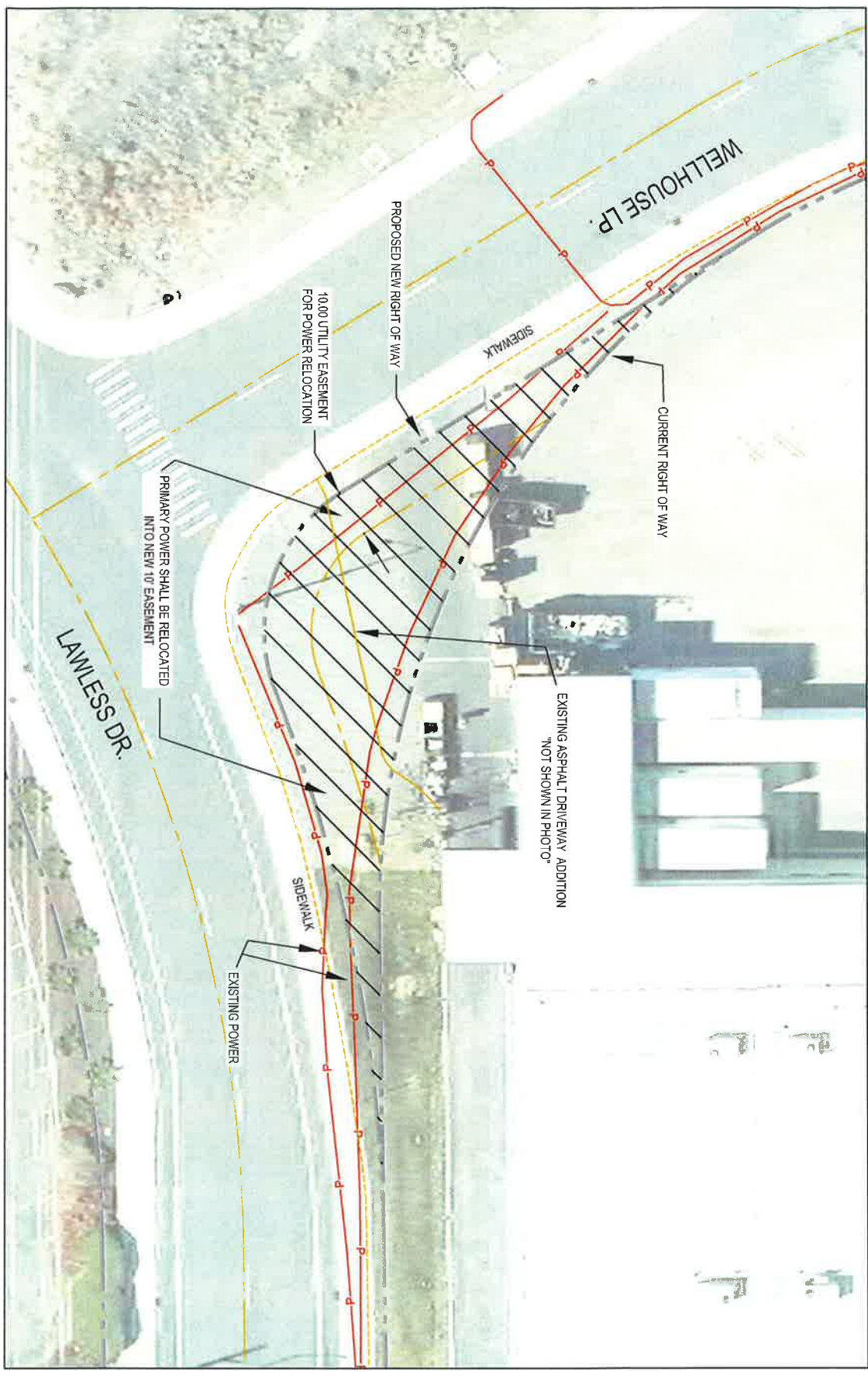
Attachment:
Proposed Right of Way Vacation



PROPOSED RIGHT OF WAY VACATION (LAWLESS DR. & WELLHOUSE LP.)



PROPOSED VACATED AREA
3152 S.F. +/- (.07AC)





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 07-16, Extending the Cable Television Franchise with Charter Communications

Department:
City Attorney

Ordinance/Resolution Number:
07-16

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 07-16, extending the Cable Television Franchise Agreement with Charter Communications to and through July 31, 2016.

Summary:

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

Richland's current cable franchise agreement is set to expire on February 1, 2016. The original term of this fifteen-year franchise was through September 30, 2013, but Council previously approved four extensions of the agreement to accommodate the negotiations process.

The cities of Pasco and Richland began diligently negotiating with Charter for a renewed cable franchise agreement in 2012, and pursued both the informal and formal process in an effort to secure a new agreement. However, in 2014, the parties placed active negotiations on hold and entered into a transfer agreement with Charter and Comcast that ultimately fell through. The parties have since resumed informal negotiations, and in the past several months have made significant progress toward reaching agreement on a renewed contract.

This extension is needed in order to continue to pursue informal negotiations with Charter. In the event the parties cannot agree to a new franchise agreement through the informal negotiations process, the City reserves the right to pursue the formal renewal process by making a preliminary decision on Charter's 2013 proposal.

Staff recommends approval of the extension of the existing cable franchise agreement to and through July 31, 2016, and believes that no further extensions will be required. The City is not prejudiced in any way by granting the extension.

Fiscal Impact:

Extended provisions include Charter's \$12,500 quarterly capital contributions to the City supporting equipment purchases for the Cityview TV channel, and the requirement that the City repay any unspent contributions at the termination of the franchise agreement.

Attachments:

I. Ordinance No. 07-16

ORDINANCE NO. 07-16

AN ORDINANCE of the City of Richland extending the Cable Television Franchise Agreement with Falcon Video Communications L.P., locally known as Charter Communications, hereinafter referred to as "Grantee," to and through July 31, 2016.

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

WHEREAS, the current cable franchise agreement ("Cable Franchise") was entered into pursuant to Cable Television Franchise Ordinance No. 17-98 on September 8, 1998, and was subsequently amended by Ordinance Nos. 33-99, 59-99, 14-00, 30-00, 24-13, 23-14, 41-14, and 52-15; and

WHEREAS, the Cable Franchise is due to expire February 1, 2016; and

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

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

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

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

WHEREAS, the City is willing to grant an extension of the current Cable Franchise until July 31, 2016 to give the parties additional time to complete the renewal process.

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

Section 1. Extension of the Term of the Cable Franchise to and through July 31, 2016.

The Cable Franchise, as amended, is hereby extended, subject to the terms and conditions set forth below, until the earlier of July 31, 2016, or when a new franchise agreement is agreed to by the parties and enacted by the City.

Section 2. Terms and Conditions of Extension of the Cable Franchise.

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

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

Section 3. 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 January, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____

EXHIBIT A

Acceptance of Ordinance No. 07-16

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

This is to advise the City of Richland that Falcon Video Communications, L.P. (the "Grantee"), hereby unqualifiedly accepts Ordinance No. 07-16, passed by the City Council on January ____, 2016, regarding the extension of the Cable Television Franchise Agreement between Grantee and the City to and through July 31, 2016.

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

By: _____

Name: _____

Title: _____

Date: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 08-16, 2016 Budget Amendment for Charter Communication Franchise Negotiations

Department:

Assistant City Manager

Ordinance/Resolution Number:

08-16

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 08-16, amending the 2016 Budget to provide for additional appropriations in the City's General Fund.

Summary:

In September 2011, the City began the process of negotiating a cable franchise agreement with Charter Communications. At the time, the fifteen-year franchise was set to expire in September 2013. However, since that time the Council has approved four extensions to the agreement to accommodate the negotiations process.

Through an interlocal agreement, the City has partnered with the City of Pasco and jointly entered into a consulting services contract with The Buske Group for its professional services in negotiating a successor cable franchise agreement.

During 2014, the negotiations were on hold and parties entered into a transfer agreement, which ultimately fell through. Recently, the franchise agreement renewal process has resumed, and additional professional services are needed to continue to pursue the informal negotiation process.

Fiscal Impact:

The proposed Ordinance would increase 2016 appropriations as follows:

Increase the General Fund by \$12,000, from unappropriated fund balance.

Attachments:

- I. Proposed Ordinance 08-16

ORDINANCE NO. 08-16

AN ORDINANCE of the City of Richland amending the 2016 Budget to provide for additional appropriations in the City's General Fund.

WHEREAS, on November 17, 2015, the Richland City Council approved Ordinance No. 74-15 approving the 2016 Budget; and

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

WHEREAS, the cities of Pasco and Richland (Cities) began diligently negotiating with Charter for a renewed cable franchise agreement in 2012, and pursued both the informal and formal processes in an effort to secure a new agreement; and

WHEREAS, in 2014, the parties placed active negotiations on hold and entered into a transfer agreement with Charter and Comcast that ultimately fell through; and

WHEREAS, the parties have since resumed informal negotiations, and in the past several months have made significant progress toward reaching agreement on a renewed contract; and

WHEREAS, no funds were appropriated in the General Fund for continued informal negotiations during 2016; and

WHEREAS, sufficient unappropriated funds are available in the Beginning General Fund Balance to support the required budget adjustment; and

WHEREAS, a public hearing was held pursuant to RCW 35.33.091 on January 19, 2016, regarding the increase in appropriations from beginning fund balance in the General 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 2016 budget was approved.

Section 2. Declaration of Public Emergency. Due to circumstances described above, the City Council declares that a public emergency exists in the General Fund.

Section 3. Amendment of the 2016 Budget. The 2016 Budget is hereby amended to provide additional appropriations in the General Fund from unappropriated fund balance as follows:

Fund

Current Appropriation: \$ 49,068,548

Increase in Appropriation: \$ 12,000

Amended Appropriation: \$ 49,080,548

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 _____ 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 09-16, 2016 Budget Amendment for the Stormwater Fund

Department:
Public Works

Ordinance/Resolution Number:
09-16

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 09-16, 2016 budget amendment for the Stormwater Fund

Summary:

In late 2015 the Public Works department was notified by the Washington State Department of Ecology of the award of a Water Quality Stormwater Capacity grant for \$50,000. These funds have been received in past years and were used for enhancements to basic public outreach and education and pollution prevention/good housekeeping activities, specifically street sweeping.

The 2016 budget includes funding to support street sweeping and a basic level of public outreach and education. Staff reviewed stormwater program needs and is recommending that this year's grant be applied again to enhanced public outreach and education and to offset ongoing street sweeping costs. These two elements of the stormwater program meet important objectives by partially funding street sweeping, one of the more basic and effective pollution prevention activities, while keeping financial pressure on Richland ratepayers down. The grant funds will also be used to expand and enhance public outreach and education efforts to raise awareness of the pollution loadings generated to our area rivers by our everyday activities. The City's National Pollution Discharge Elimination System permit requires expanded and targeted outreach efforts in the years to come and these funds will help prepare for those requirements.

Staff recommends that Council accept the grant award and authorize staff to increase the Stormwater Utility operating budget for education and outreach purposes by \$5,000.

Fiscal Impact:
Yes

Increase the Stormwater division Operating Supplies & Materials (3102) budget by \$5,000 which is funded by the \$50,000 Stormwater Capacity grant to cover education and outreach materials. The remaining grant funds will be used to offset street sweeping expenses.

Attachments:

I. ORD 09-15

ORDINANCE NO. 09-16

AN ORDINANCE of the City of Richland amending the 2016 Budget to provide for additional appropriations in the Stormwater Fund.

WHEREAS, on November 17, 2015, Richland City Council approved Ordinance No. 74-15 approving the 2016 Budget, including the 2016–2030 Capital Improvement Plan (CIP). The Budget includes the Stormwater divisions of the Stormwater Utility Fund; and

WHEREAS, Public Works engineering has been notified by the Department of Ecology of a grant agreement award. The Water Quality Stormwater Capacity Grant for \$50,000 will be used to cover education, public outreach and street sweeping expenses; and

WHEREAS, staff recommends that City Council accepts this grant for continued public outreach and education costs, and to offset street sweeping expenses, allowing staff to execute the grant agreement; and

WHEREAS, a budget increase of \$5,000 is necessary to cover outreach and education materials. The street sweeping expense is currently budgeted and will be offset by the grant revenue; and

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

Section 1. Amendment of the 2016 Budget. The 2016 Budget is hereby amended in the Stormwater Fund to provide for \$5,000 in additional appropriations into the Stormwater division of the Stormwater Utility Fund from an Ecology grant. The aforementioned changes to appropriations are summarized as follows:

Stormwater Fund

Current Appropriation:	\$1,857,817
Increase in Appropriation:	<u>\$ 5,000</u>
Amended Appropriation:	\$1,862,817

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 _____, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Ordinance No. 01-16, Amending RMC Chapter 11.30, Stopping, Standing, or Parking Restricted or Prohibited

Department:
Public Works

Ordinance/Resolution Number:
01-16

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 01-16, amending Title 11, Traffic, of the Richland Municipal Code for the purpose of prohibiting on-street parking on various City streets within the Westcliffe Plat.

Summary:

The City's street construction standards include a single-frontage street design that is intended to support development on steep terrain where lots are not accessible on both sides of the street. There have been a number of single-frontage streets constructed within the Westcliffe Plat over several different phases. These streets are designed to have on-street parking available only on the side of the street fronting the houses because the width of the street will not support parking on both sides and the required emergency vehicle traveled way. Single-frontage roadways have a designed width of 27 feet.

This design feature is noted on the final plats for each phase, but the streets need to be listed in Richland Municipal Code Section 11.40.030 in order to have signs placed and the parking requirements enforced. There have been complaints from residents in this area regarding people parking on both sides of the streets causing a safety concern. Staff therefore recommends codifying the parking restriction on these streets to fulfill the intent of the subdivision design. Effectuated residents have been contacted by letter and staff has not received any comments.

Council approved first reading of this ordinance and the final plat of Westcliffe Phase 14 on January 5, 2016. This plat included two additional single frontage roads within the Westcliffe subdivision which have been added to this ordinance for the second reading. Other modifications to the ordinance since 1st reading have been to organize the street names by alphabetical order for ease of reference.

Fiscal Impact:

Yes

The cost to erect no parking signs is estimated at \$3,000. Funds to erect the signs are collected from developers as each phase of a subdivision are finalized. The Streets Division operating budget will fund placement of the signs.

Attachments:

I. Ordinance No. 01-16

ORDINANCE NO. 01-16

AN ORDINANCE of the City of Richland amending Title 11, Traffic, of the Richland Municipal Code for the purpose of prohibiting on-street parking on various City streets in the Westcliffe Plat.

WHEREAS, a number of streets have been constructed in the Westcliffe Plat with single-frontage roads that are designed to have on-street parking on one side only; and

WHEREAS, these locations are noted on the final plats for each phase that Council has previously approved; and

WHEREAS, signing and enforcement of these restrictions can only be accomplished once codified.

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

Section 1. Richland Municipal Code Section 11.40.030, entitled Schedule III – Parking prohibited at all times of certain streets, as enacted by Ordinance No. 413, and last amended by Ordinance No. 64-15, is hereby amended to read as follows:

11.40.030 Schedule III – Parking prohibited at all times on certain streets.

A. In accordance with RMC 11.30.020, and when signs are erected giving notice thereof, no person shall at any time park a vehicle upon any of the following described places, streets or parts of streets:

1. North side of Aaron Drive from 1,150 feet south of Abbot Street to Goethals Drive;
- [2. Both sides of Amon Park Drive from 330 feet north of Lee Boulevard to 830 feet north of Lee Boulevard;](#)
- [3. Both sides of Amon Park Drive north of Newton Street;](#)
- [4. East side of Amon Park Drive from Lee Boulevard to 385 feet south of Lee Boulevard;](#)
- [5. West side of Amon Park Drive from Lee Boulevard to 760 feet south of Lee Boulevard;](#)
- ~~6.~~ South side of Banyon Street;
- ~~3~~7. East side of Barth Avenue from Falley Street to Benham Street;
- ~~4~~8. Both sides of Bellerive Drive from 200 feet north of Gage Boulevard to 200 feet south of Gage Boulevard;
- ~~5~~9. South side of Benham Street from George Washington Way to Goethals Drive;

- ~~6~~10. East side of Bernard Avenue from Davenport Street to Comstock Street;
- ~~7~~11. Both sides of Bradley Boulevard;
- ~~8~~12. East side of Casey Avenue from Comstock Street to Benham Street;
- ~~9~~13. North side of Cherokee Street;
- ~~10~~14. Columbia Center Boulevard from Columbia Park Trail to Fowler Street;
- ~~11~~15. South side of Columbia Park Trail from Columbia Center Boulevard to 1,040 feet east of Columbia Center Boulevard;
- ~~12~~16. Both sides of Columbia Point Drive from George Washington Way to the southerly entrance of Columbia Point Marina Park;
- ~~13~~17. Both sides of Comstock Street from George Washington Way to Bradley Boulevard;
- ~~14~~18. South side of Comstock Street from George Washington Way to Goethals Drive;
- ~~15~~19. East side of Craighill Avenue from Davenport Street to Comstock Street;
- ~~16~~20. North side of Davenport Street from George Washington Way to Goethals Drive;
- ~~17~~21. Both sides of Duportail Street from State Route 240 to Riverstone Drive;
- ~~18~~22. Northwest side of Duportail Street from Riverstone Drive to 80 feet southwest of Riverstone Drive;
- ~~19~~23. North side of Duportail Street from Wright Avenue to Hartford Street;
- ~~20~~24. East side of Elementary Street from Keene Road to 280 feet north of Keene Road;
- ~~21~~25. West side of Elementary Street from Keene Road to 210 feet north of Keene Road;
- ~~22~~26. North side of Endress Street from Jadwin Avenue to 100 feet west of Abert Street;
- ~~23~~27. South side of Endress Street from Abert Street to 100 feet west of Abert Street;
- ~~24~~28. South side of Falley Street from George Washington Way to Jadwin Avenue;
- ~~25~~29. West side of Farrell Lane from Torbett Street to Williams Boulevard;
- ~~26~~30. North side of Fort Street;
- ~~27~~31. North side of Fowler Street from Columbia Center Boulevard to Florida Avenue;
- ~~28~~32. South 70 feet of Frankfort Street starting 150 feet west of Wright Avenue;
- ~~29~~33. North side of Gage Boulevard from 550 feet east of Leslie Road to 670 feet west of Keene Road;

~~30~~34. South side of Gage Boulevard from Steptoe Street to 3,590 feet west of Keene Road;

~~31~~35. Both sides of George Washington Way from 400 feet south of Spengler Street to Horn Rapids Road;

~~32~~36. East side of George Washington Way from Columbia Point Drive to 400 feet north of McMurray Street;

~~33~~37. West side of George Washington Way from 110 feet south of Falley Street to 400 feet north of McMurray Street;

~~34~~38. West side of George Washington Way from Adams Street to 230 feet north of Adams Street;

~~35~~39. East side of Gillmore Avenue from Swift Boulevard to Goethals Drive, except from 1,290 feet north of Swift Boulevard to 1,590 feet north of Swift Boulevard;

~~36~~40. West side of Gillmore Avenue from Swift Boulevard to Goethals Drive, except from 840 feet north of Swift Boulevard to 1,515 feet north of Swift Boulevard;

~~37~~41. North side of Glen Briar Lane from Riverstone Drive to Tanglewood Drive;

~~38~~42. Both sides of Goethals Drive from Gillmore Avenue to Williams Boulevard;

~~39~~43. Both sides of Goethals Drive from Swift Boulevard to 680 feet north of Swift Boulevard;

~~40~~44. East side of Goethals Drive from Swift Boulevard to 300 feet south of Swift Boulevard;

~~41~~45. West side of Goethals Drive from Swift Boulevard to Mansfield Street;

~~42~~46. West side of Goethals Drive from Symons Street to 350 feet south of Symons Street;

~~43~~47. West side of Goethals Drive from Van Giesen Street to Torbett Street;

~~44~~48. North side of Greentree Court;

~~45. Repealed by Ord. 18-13.~~

~~46~~49. East side of Guyer Street from Williams Boulevard to 730 feet south of Williams Boulevard;

~~47~~50. West side of Guyer Street from 330 feet south of Williams Boulevard to 830 feet south of Williams Boulevard;

~~48~~51. East side of Hains Avenue from 250 feet south of Van Giesen Street to a point 500 feet from George Washington Way;

~~49~~52. East side of Hains Avenue from Van Giesen Street to 275 feet south of Van Giesen Street;

~~50~~53. Both sides of Harris Avenue from Sprout Road to 150 feet south of Sprout Road;

~~51~~54. East side of Harris Avenue from Snyder Road to Saint Street;

~~52~~55. West side of Haupt Avenue from Thomas Street to George Washington Way;

~~53~~56. Both sides of Amon Park Drive from 330 feet north of Lee Boulevard to 830 feet north of Lee Boulevard;

~~54~~57. Both sides of Amon Park Drive north of Newton Street;

~~55~~58. East side of Amon Park Drive from Lee Boulevard to 385 feet south of Lee Boulevard;

~~56~~59. West side of Amon Park Drive from Lee Boulevard to 760 feet south of Lee Boulevard;

~~57. Repealed by Ord. 18-13.~~

60. South side of Ferrara Lane from Sicily Lane to the end of curve 570 feet east of Sicily Lane;

~~58~~61. East side of Hunt Avenue from North Gaillard Place to George Washington Way;

~~59~~62. West side of Hunt Avenue from 275 feet southwest of Davison Street to 175 feet north of Gaillard Place;

~~60~~63. West side of Jadwin Avenue from 200 feet south of McMurray Street to Stevens Drive;

~~61~~64. West side of Jadwin Avenue from 340 feet north of Torbett Street to 255 feet south of Torbett Street;

~~62~~65. East side of Jadwin Avenue from George Washington Way to Stevens Drive, except from 325 feet north of McMurray Street to 395 feet north of McMurray Street;

~~63~~66. West side of Jadwin Avenue between the bypass and the Shelterbelt and east side of Jadwin from the bypass to 150 feet north of the bypass;

~~64~~67. West side of Jadwin Avenue from Knight Street to George Washington Way except from 35 feet south of Knight Street to 85 feet south of Knight Street;

~~65~~68. West side of Jadwin Avenue from Symons Street to 180 feet south of Mansfield Street;

~~66~~69. West side of Jadwin Avenue from 260 feet south of Mansfield Street to Knight Street except from 160 feet north of Knight Street to 60 feet north of Knight Street;

~~67~~70. East side of Jason Loop and included, along the loop interior lots and tracts;

- ~~68-71~~. East side of Kimball Street from 225 feet south of Symons Avenue to 260 feet south of Symons Avenue;
- ~~69-72~~. West side of Kimball Avenue from Van Giesen Street to Symons Street;
- ~~70-73~~. North side of Knight Street from Stevens Drive to George Washington Way except from 55 feet west of Jadwin Avenue to 165 feet west of Jadwin Avenue;
- ~~71-74~~. South side of Knight Street from Stevens Drive to George Washington Way;
- ~~72-75~~. East side of Laurelbrook Court north of Glen Briar Lane;
- ~~73-76~~. Both sides of Lawless Drive;
- ~~74-77~~. Both sides of Lee Boulevard from Jadwin Avenue to 200 feet east of George Washington Way;
- ~~75-78~~. Both sides of Lee Boulevard from Thayer Drive to 340 feet east of Thayer Drive;
- ~~76-79~~. North side of Lee Boulevard from Stevens Drive to 220 feet east of Stevens Drive;
- ~~77-80~~. South side of Lee Boulevard from Stevens Drive to 220 feet west of Stevens Drive;
- ~~78-81~~. South side of Lee Boulevard from Cullum Avenue to Jadwin Avenue;
- ~~79-82~~. South side of Lee Boulevard from Wellsian Way to 220 feet west of Wellsian Way;
- ~~80-83~~. Both sides of Leslie Road;
- ~~81-84~~. East side of Long Avenue from Stevens Drive to 185 feet south of Stevens Drive;
- ~~82-85~~. East side of Long Avenue from 450 feet south of Stevens Drive to 660 feet south of Stevens Drive;
- ~~83-86~~. East side of Long Avenue from Swift Boulevard to 240 feet north of Stevens Drive;
- ~~84-87~~. East and south sides of Long Avenue from Swift Boulevard to 325 feet east of Thayer Drive;
88. West side of Lucca Lane from Venice Lane to Gala Way;
- ~~85-89~~. West side of Mahan Avenue from Van Giesen Street to Williams Boulevard;
- ~~86-90~~. North side of Mansfield Street from Goethals Drive to 272 feet west of Goethals Drive;
- ~~87-91~~. West side of McPherson Avenue from Torbett Street to Symons Street;
- ~~88-92~~. West side of Meriwether Avenue;
93. West side of Milan Lane from Meadow Hills Drive to end of road;

~~89-94~~. South side of Mint Loop between its eastern and western terminus with Rosemary Street;

~~90-95~~. Both sides of Morency Drive from south end of road to 2,100 feet south of Meadow Hills Drive;

~~91-96~~. Both sides of Mountain View Lane from Leslie Road to 120 feet west of Leslie Road;

97. West side of Naples Lane from Venice Lane to Gala Way;

~~92-98~~. North side of Park Street from Harris Avenue easterly 300 feet;

~~93-99~~. Both sides of Piper Street from end of road to 40 feet north of end of road;

100. West side of Pisa Lane from Meadow Hills Drive to Gala Way;

101. East side of Queensgate Drive from 20 feet south of Alla Vista Street to White Bluffs Street;

~~94-102~~. North side of Roberdeau Street from Long Avenue to 150 feet west of Long Avenue;

~~95-103~~. North side of Rosemary Street from the end of street cul-de-sac, including within the cul-de-sac, to Penny Royal Avenue;

~~96-104~~. East side of Sacajawea Avenue from south end of road to Satus Street;

105. West side of Salerno Lane from Meadow Hills Drive to Gala Way;

~~97-106~~. West side of Satus Street from 100 feet east of Rimrock Avenue to Canyon Street;

~~98-107~~. West side of Sawgrass Loop between its northern and southern terminus with River Valley Drive;

~~99-108~~. West side of Sedgwick Place;

~~100-109~~. East side of Sedona Circle between its northern and southern terminus with River Valley Drive;

~~101-110~~. North side of Sibert Avenue from Hunt Avenue to Hains Avenue;

111. West side of Sicily Lane from Venice Lane to Gala Way;

~~102-112~~. East end of Skyline Drive within the cul-de-sac;

113. West side of Sorrento Lane from Venice Lane to Gala Way;

~~103-114~~. Both sides of Sprout Road from 200 feet west of Harris Avenue to 300 feet east of Harris Avenue;

- ~~104.~~ 115. North side of Stanley Street from Goethals Drive to Jadwin Avenue;
- ~~105.~~ 116. Both sides of Steptoe Street from Columbia Park Trail to the south city limits;
- ~~106.~~ 117. Both sides of Stevens Drive from Van Giesen Street to 230 feet north of Van Giesen Street;
- ~~107.~~ 118. East side of Stevens Drive from Williams Boulevard to 175 feet south of Williams Boulevard;
- ~~108.~~ 119. East side of Stevens Drive from Van Giesen Street to 140 feet south of Van Giesen Street;
- ~~109.~~ 120. East side of Stevens Drive from Swift Boulevard to 175 feet south of Swift Boulevard;
- ~~110.~~ 121. East side of Stevens Drive from Swift Boulevard to 1,200 feet north of Swift Boulevard;
- ~~111.~~ 122. East side of Stevens Drive from Mansfield Street to 220 feet south of Mansfield Street;
- ~~112.~~ 123. East side of Stevens Drive from Knight Street to 175 feet south of Knight Street;
- ~~113.~~ 124. West side of Stevens Drive from Van Giesen Street to 210 feet south of Van Giesen Street;
- ~~114.~~ 125. West side of Stevens Drive from Swift Boulevard to 175 feet north of Swift Boulevard;
- ~~115.~~ 126. West side of Stevens Drive from Mansfield Street to 125 feet north of Mansfield Street;
- ~~116.~~ 127. West side of Stevens Drive from Lee Boulevard to 310 feet north of Lee Boulevard;
- ~~117.~~ 128. North side of Stonecreek Drive;
- ~~118.~~ 129. Both sides of Swift Boulevard from State Route 240 to 100 feet east of State Route 240;
- ~~119.~~ 130. Both sides of Swift Boulevard from George Washington Way to Stevens Drive;
- ~~120.~~ 131. Both sides of Swift Boulevard from Stevens Drive to 250 feet west of Stevens Drive;
- ~~121.~~ 132. North side of Symons Street from Hunt Avenue to Hains Avenue;
- ~~122.~~ 133. South side of Symons Street from Sanford Avenue to Goethals Drive;
- ~~123.~~ 134. Both sides of Tapteal Drive from Columbia Center Boulevard to Steptoe Street;

- ~~124.~~ [135.](#) Both sides of Tapteal Loop from Tapteal Drive to the south city limits;
- ~~125.~~ [136.](#) East side of Terminal Drive from Aileron Drive to 350 feet south of Aileron Drive;
- ~~126.~~ [137.](#) West side of Terminal Drive from 185 feet south of Aileron Drive to 325 feet south of Aileron Drive;
- ~~127.~~ [138.](#) Both sides of Thayer Drive from 220 feet north of Lee Boulevard to 220 feet south of Lee Boulevard;
- ~~128.~~ [139.](#) East side of Thayer Drive from Lee Boulevard to 10 feet north of Longfitt Street;
- ~~129.~~ [140.](#) East side of Thayer Drive from 200 feet south of Long Avenue to 150 feet north of Long Avenue;
- ~~130.~~ [141.](#) West side of Thayer Drive from 70 feet north of Longfitt Street to 70 feet south of Longfitt Street;
- ~~131.~~ [142.](#) West side of Thayer Drive from 70 feet north of Kuhn Street to 70 feet south of Kuhn Street;
- ~~132.~~ [143.](#) South side of Thomas Street from Hunt Avenue to Hains Avenue;
- ~~133.~~ [144.](#) West side of Tilden Court from the end of street cul-de-sac to Sawgrass Loop;
- ~~134.~~ [145.](#) South side of Torbett Street from Goethals Drive to Jadwin Avenue;
- ~~135.~~ [146.](#) South side of Torbett Street from Thayer Drive to Stevens Drive;
- ~~136.~~ [147.](#) East side of Truman Avenue from Kennedy Road to Queensgate Drive;
- ~~137.~~ [148.](#) Both sides of Van Giesen Street from 310 feet east of Wright Avenue to 310 feet west of Wright Avenue;
- ~~138.~~ [149.](#) North side of Van Giesen Street from Jadwin Avenue to 200 feet east of Jadwin Avenue;
- ~~139.~~ [150.](#) North side of Van Giesen Street from State Route 240 to 300 feet east of State Route 240;
- ~~140.~~ [151.](#) South side of Van Giesen Street from George Washington Way to 200 feet west of George Washington Way;
- ~~141.~~ [152.](#) South side of Van Giesen Street from Stevens Drive to 200 feet west of Stevens Drive;
- [153. South and West side of Venice Lane from Meadow Hills Drive to end of road at Lucca Lane;](#)
- [154. West side of Verona Lane from Meadow Hills Drive to Gala Way;](#)

~~142-~~155. South side of Wellhouse Loop from 470 feet west of Wellsian Way to 750 feet west of Wellsian Way;

~~143-~~156. West side of Wellhouse Loop from 250 feet south of Wyman Street to 360 feet south of Wyman Street;

~~144-~~157. Both sides of Wellsian Way from Lee Boulevard to State Route 240;

~~145-~~158. North side of Williams Boulevard from Stevens Drive to 170 feet east of Stevens Drive;

~~146-~~159. North side of Williams Boulevard from Farrell Lane to 170 feet east of Farrell Lane;

~~147-~~160. North side of Williams Boulevard from Goethals Drive to 170 feet east of Goethals Drive;

~~148-~~161. North side of Williams Boulevard from Jadwin Avenue to 170 feet east of Jadwin Avenue;

~~149-~~162. North side of Williams Boulevard from Kimball Avenue to 170 feet east of Kimball Avenue;

~~150-~~163. South side of Williams Boulevard from George Washington Way to 170 feet west of George Washington Way;

~~151-~~164. South side of Williams Boulevard from Goethals Drive to 170 feet west of Goethals Drive;

~~152-~~165. South side of Williams Boulevard from Guyer Avenue to 170 feet west of Guyer Avenue;

~~153-~~166. South side of Williams Boulevard from Jadwin Avenue to 170 feet west of Jadwin Avenue;

~~154-~~167. East side of Wright Avenue from Duportail Street to 200 feet south of Duportail Street;

~~155-~~168. West side of Wright Avenue from the intersection of Wright Avenue and Duportail Street to 350 feet north of said intersection.

~~156- East side of Queensgate Drive from 20 feet south of Alla Vista Street to White Bluffs Street.~~

[Ord. 413; Ord. 17-75; Ord. 32-75; Ord. 31-76; Ord. 46-76; Ord. 60-76; Ord. 45-77; Ord. 46-79; Ord. 63-79; Ord. 83-79; Ord. 19-80; Ord. 27-81; Ord. 47-81; Ord. 63-81; Ord. 14-82; Ord. 7-84; Ord. 10-84; Ord. 11-85; Ord. 11-86; Ord. 13-86; Ord. 11-87; Ord. 32-90; Ord. 27-91; Ord. 48-91; Ord. 36-92; Ord. 21-94; Ord. 62-94; Ord. 7-97; Ord. 12-97; Ord. 24-97; Ord. 2-98; Ord. 15-98; Ord. 22-98; Ord. 17-99; Ord. 22-99; Ord. 37-99; Ord. 24-00; Ord. 36-00; Ord. 06-01; Ord. 16-02; Ord. 23-02; Ord. 33-02; Ord. 07-03; Ord. 27-03; Ord. 28-03; Ord. 34-03; Ord. 38-03; Ord. 03-04; Ord. 12-04; Ord. 32-04; Ord. 40-04; Ord. 02-05; Ord. 14-05; Ord. 34-05; Ord. 46-05; Ord. 14-06; Ord. 27-07; Ord. 07-08; Ord. 16-08; Ord. 24-08; Ord. 21-09; Ord. 18-13 § 1.01; Ord. 40-13 § 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 19th day of January, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: January 24, 2016



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 03-16, Approving Amendment No. 2 to the Facility Use Agreement with the Tri-City Tournament Committee

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

03-16

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 03-16, and authorize the City Manager to sign and execute the Second Amendment to the Facility Use Agreement with the Tri-City Tournament Committee.

Summary:

The Tri-City Tournament Committee recruits collegiate softball tournaments to the Tri-Cities area. They are successful in sponsoring 1-2 tournaments per year at Columbia Playfield. In 2015, their tournament brought in 18 teams for a two-day tournament, which produces a valuable economic benefit.

The current Facility Use Agreement expires at the end of 2016 and they wish to extend it now, as they are looking beyond 2016 to recruit tournaments.

The proposed agreement is for five (5) years and staff supports this extension.

Fiscal Impact:

The 2015 tournament sponsored by the Tri-City Tournament Committee generated \$61,380 of economic benefit to the Tri-Cities area based on information provided by Visit Tri-Cities.

Attachments:

1. Res No 03-16
2. Amendment 2 to Contract SC12-18
3. Contract SC12-18 and Amendment 1

RESOLUTION NO. 03-16

A RESOLUTION of the City of Richland authorizing execution of a Second Amendment to a Facility Use Agreement, Contract No. SC12-18, with the Tri-City Tournament Committee.

WHEREAS, since March of 2012, the Tri-City Tournament Committee has contracted with the City of Richland to sponsor tournaments at Columbia Playfield, providing recreational activity and promoting tourism within the City; and

WHEREAS, the Facility Use Agreement expires on December 31, 2016; and

WHEREAS, the Tri-City Tournament Committee desires to extend the agreement for an additional three (3) years as they are soliciting tournaments beyond 2016; and

WHEREAS, the City of Richland considers it in the best public interest to extend the agreement with the Tri-City Tournament Committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute the Second Amendment to the Facility Use Agreement with the Tri-City Tournament Committee.

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 19th day of January, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

SECOND AMENDMENT TO FACILITY USE AGREEMENT

**Between
CITY OF RICHLAND**

**And
TRI-CITY TOURNAMENT COMMITTEE**

This **Second Amendment** to the February 22, 2012 Facility Use Agreement (hereinafter “Original Agreement”) is made and entered into on this ____ day of January, 2016, by and between the **Tri-City Tournament Committee** (“TCTC”) and the **City of Richland**, a Washington municipal corporation (“City”).

I. Recitals

WHEREAS, the City of Richland and the Tri-City Tournament Committee entered into a Facility Use Agreement on February 22, 2012, Richland Contract #SC12-18, with respect to field use at Columbia Playfield; and

WHEREAS, on January 15, 2013, a First Amendment was executed which extended the Term of the Original Agreement to December 31, 2016; and

WHEREAS, the Parties to the Original Agreement desire to extend said Original Agreement for continued use of Columbia Playfield under the existing terms and conditions.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and TCTC hereby agree as follows:

II. Agreement

1. Section 1 Term is modified to extend the term of the Original Agreement to December 31, 2019.
2. Except as expressly amended and modified by this Amendment, the Original Agreement is and shall continue to be in full force and effect in accordance with the terms thereof.
3. This Amendment shall be construed in accordance and governed by the laws of the state of Washington.
4. The headings contained in this Amendment are for ease of reference only and shall not be considered in construing this Amendment.

[This Space Intentionally Left Blank – Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the ____ day of January, 2016.

CITY OF RICHLAND

TRI-CITY TOURNAMENT COMMITTEE

CYNTHIA D. REENTS, ICMA-CM
City Manager

By:
Its:

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER D. KINTZLEY
City Attorney

Contract No.

812-18

**CITY OF RICHLAND
FACILITY USE AGREEMENT**

THIS AGREEMENT, entered into this 22nd day of February by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter called the "City"), and the Tri-City Tournament Committee, (hereinafter called the "TCTC"), a Washington non-profit organization tax ID # 91-1424960.

WITNESSETH:

1. TERM

This agreement shall be for a term commencing March 1, 2012 and terminating at midnight, May 31, 2015. Upon application of the TCTC, the City may renew this Agreement subject to the right of the City to revise any of the conditions contained herein.

2. USE OF PREMISES

The TCTC is granted the right to utilize Columbia Playfield to host Collegiate Softball Tournaments.

The TCTC tournament season varies. Tournament dates will be submitted to the Parks and Recreation Department no later than January 31st of each year. TCTC sponsored tournament requests proposed after March 15 will require coordination with the Tri-Cities Girls Fastpitch Softball Association.

3. LICENSES, PERMITS & TAXES

Before commencing the performance of any of the work under this Agreement, TCTC shall procure all necessary permits and licenses as may be necessary and comply with all the laws, ordinances, codes and regulations now or hereafter in effect promulgated by any Federal, State, or local governmental agency relating to the performance of work under this Agreement.

All sales taxes, admission taxes and other applicable taxes will be coded to the City of Richland.

4. RESPONSIBILITY FOR PREMISES

The City shall furnish the space in its existing condition. TCTC shall make no major repair, alteration, or physical change to any part of the premises without prior written permission from the City. TCTC shall maintain the premises in a clean, orderly and inviting condition satisfactory to the City.

TCTC shall :

- 1) **Notify all participants, coaches, umpires, vendors, rental companies, etc. that vehicles are not allowed outside the parking lots.**
- 2) Administer tournament including but not limited to field maintenance
- 3) Groom infields in a generally accepted manner. **NO TRUCKS OR CARS SHALL BE USED FOR INFIELD GROOMING.**
- 4) Reimburse the City of Richland for any equipment or facility damage that occurs during the tournament.
- 5) Pick up a key to the facility the week prior to the tournament.
- 6) Provide the City with a proposed schedule no less than 3 days prior to the tournament.

The City shall:

- 1) Provide garbage pick-up at the conclusion of each tournament
- 2) Provide electrical power
- 3) Provide use of ballfield prep equipment including rake, chalker, chalk and field drag. Field dragging machine is NOT provided.
- 4) Provide access to the upper room of the 2 story building.
- 5) Provide access to infield sprinkler controls.

5. ASSIGNMENT AND SUBLETTING

It is mutually agreed that this Agreement is not transferable.

6. SPONSORS AND ADVERTISING

The TCTC may solicit sponsors and advertising. The TCTC shall not place any type of signage or advertising without permission from the City. All advertising placed in the parks shall face into the field area unless otherwise approved by the City. Any expense for such signage or advertisement will be at the TCTC's sole expense. All signage and advertising shall be removed at the end of the tournament.

7. RECYCLING

The City supports and encourages recycling. The TCTC shall promote recycling by discussing with each team and spectators the importance of recycling.

8. TERMINATION

TERMINATION FOR CONVENIENCE:

This Agreement may be terminated by either party upon thirty (30) days written notice, by registered mail, or mailed to the other party at his usual place of business.

TERMINATION FOR CAUSE:

The Agreement may be terminated by the City for default according to law or lack of performance of any conditions or covenants of this agreement.

All dates specified within this Agreement shall be strictly observed. All terms, conditions and provisions of this Agreement are specifically conditioned upon all

plans, reports, agreements, sub-agreements and approvals being obtained and provided as set forth in this Agreement. The failure of the TCTC to obtain and/or provide any of the plans, reports, agreements, sub-agreements or approvals required by this Agreement shall constitute full and adequate cause for the City to immediately terminate this Agreement subject to the notice and cure provisions of the following paragraph.

Timely and full performance of all terms and conditions of this Agreement is made the essence hereof. In the event the TCTC fails to keep or perform any terms or conditions required herein to be kept or performed by it, the City shall have the right to promptly notify the TCTC of such failure and request that the TCTC take immediate action to correct such failure. If the TCTC fails to take the appropriate corrective action within an mutually agreed period of time (which shall not be less than ten (10) calendar days, except in an emergency), the City may, at its option, take such action as is reasonably necessary to correct the failure and charge the cost thereof to the TCTC or declare this Agreement forfeited and resume possession of the premises.

9. DISPUTE RESOLUTION

The City and the TCTC agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.

All disputes between the City and the TCTC not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the TCTC. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action. Arbitration of all claims will be in accordance with the Arbitration Rules of the American Arbitration TCTC.

10. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Benton County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The TCTC hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in Benton County.

11. ATTORNEY'S FEES

Attorney's fees which are reasonable and costs, including those on appeal, if appeal is taken, shall be allowed to the prevailing party by any court hearing a dispute under this Agreement.

12. **INSURANCE**

The TCTC shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Premises.

User shall provide a certificate of insurance evidencing:

General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. A \$2,000,000 products-completed operations aggregate is required for Concessionaires that prepare food. The City shall be named as an additional insured by endorsement on Users General Liability insurance policy.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it.

The User shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.

13. **INDEMNIFICATION/HOLD HARMLESS**

The TCTC shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises out of its use of the Premises or from any activity, work or thing done, permitted, or suffered by the TCTC in or about the premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

14. **ANNUAL REPORTING**

An annual report will be submitted to the parks and recreation department in august of each year highlighting event dates, team participation numbers, TCTC officers for the forth coming year, facility improvements completed and suggested future facility improvements. The TCTC shall also present a verbal report the Parks and recreation Commission at their September meeting.

15. **INDEPENDENT CONTRACTOR**

It is understood and agreed that this is not a contract of employment and that the TCTC is an independent entity with respect to the business hereunder. Nothing in the Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Any assistants or other help used by TCTC are and shall be deemed the employees of TCTC and in no manner employees of the City.

16. **CONTACTS**

City:

Phil Pinard

TCTC:

Tim Adrian

Planning and Construction Manager
500 Amon Park Drive
Richland, WA 99352
ppinard@ci.richland.wa.us

800 N. Reed Place
Kennewick, WA 99336
736-3586

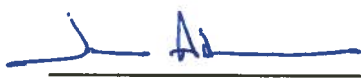
17. **Park Rules.** The attached park rules shall be posted at the registration table (minimum size 8½" x 11).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND, WASHINGTON



JOHN NOBLE
Contracts Officer

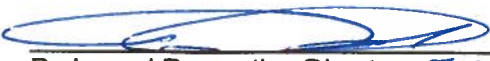


Tri-City Tournament Committee

APPROVED AS TO FORM:



THOMAS O. LAMPSON
City Attorney



Parks and Recreation Director FOR



Planning & Capital Projects Manager

**AMENDMENT NUMBER 1
TO THE
FACILITY USE LEASE AGREEMENT**

WHEREAS, the City of Richland and the Tri-City Tournament Committee (TCTC) entered into a Facility Use Lease Agreement on February 22, 2012, Contract #SC12-18, with respect to field use at Columbia Playfield; and

WHEREAS, the parties to that Agreement desire to amend said Agreement: and

WHEREAS, this Amendment will include the following changes to the lease Agreement:

1. Section 1, "Term", shall be modified to extend the "Term" of the agreement to December 31, 2016

NOW THEREFORE, the Facility Use Lease Agreement is amended to incorporate the modifications noted above.

IN WITNESS WHEREOF, the parties have executed the Amendment on this 15th day of JANUARY, 2012. 3

CITY OF RICHLAND

TCTC



JOHN NOBLE
Purchasing Manager

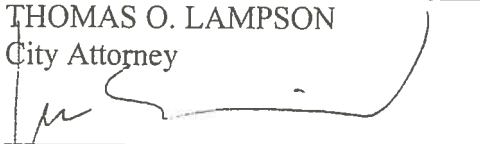


President

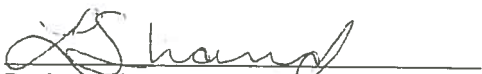
APPROVED AS TO FORM:



THOMAS O. LAMPSON
City Attorney



Parks and Recreation Director



Parks and Recreation Manager



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness and Key 6 - Community Amenities

Subject:

Resolution No. 04-16, Approving Amendment No. 4 to the ORV Park Operating Lease Agreement with HRMC, Inc.

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

04-16

Document Type:

Resolution

Recommended Motion:

Approve Resolution No. 04-16, authorizing the City Manager to sign and execute Amendment No. 4 to the City of Richland's operating agreement with HRMC, Inc.

Summary:

On April 6, 2007, the City of Richland and HRMC entered into an ORV Park Operating Lease Agreement, Contract #47-07, with respect to operating and maintaining the ORV Park. On March 4, 2008, Council approved Amendment #1 to the operating lease agreement which added property to the lease area. On September 2, 2008, Council approved an increase in the ORV park fees, and on August 17, 2010, Council approved extending the term of the agreement to 15 years and amended the renewal periods from five to 10 years.

The City, as the property owner of the ORV park, has and will continue to apply for Washington State Recreation and Conservation Office, Non-Highway and Off-Road Vehicle Activities grants on behalf of HRMC, Inc. Both parties agree that language needs to be included in the contract addressing the ownership of grant purchased equipment and improvements and to clarify the responsibility of grant match requirements. Amendment No. 4 adds the language necessary to identify the legal obligations of each party respective to application and receipt of RCO grants.

Fiscal Impact:

The addition of the proposed language to the contract will not have a financial impact to the City.

Attachments:

1. Resolution No. 04-16
2. Contract 47-07, Amendment #4

RESOLUTION NO. 04-16

A RESOLUTION of the City of Richland authorizing execution of Amendment No. 4 to the ORV Park Operating Lease Agreement with HRMC, Inc., Contract No. 47-07.

WHEREAS, on March 20, 2007, Richland City Council authorized the City Manager to enter into a Lease Agreement (Contract No. 47-07) with Ray Coffman and Steve Baze, HRMC, Inc. for operation of the Horn Rapids ORV Park; and

WHEREAS, on March 16, 2008, a First Amendment to the Lease was executed which incorporated additional property into the leased area and removed Ray Coffman and Steve Baze, in their individual capacity, from the Lease; and

WHEREAS, on September 2, 2008, Richland City Council approved a one-time 37.5 percent increase to the Horn Rapids ORV Park Fee Schedule (referred to as the Second Amendment to the Lease); and

WHEREAS, on August 18, 2010, a Third Amendment was executed which extended the term of the Lease to April 6, 2022 and increased the renewal terms to 10 years; and

WHEREAS, both parties agree that the Lease should be modified to address the ownership of grant-purchased equipment and improvements, and to clarify the responsibility of grant match requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute Amendment No. 4 to the ORV Park Operating Lease Agreement with HRMC, Inc.

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 19th day of January, 2016.

ROBERT THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

FOURTH AMENDMENT TO ORV PARK OPERATING LEASE AGREEMENT

**Between
CITY OF RICHLAND
And
HRMC, INC.**

This **Fourth Amendment** to the April 6, 2007 ORV Park Operating Lease Agreement (hereinafter “Original Agreement”) is made and entered into on this 19th day of January, 2016, by and between **HRMC, Inc.** (“HRMC”) and the **City of Richland**, a Washington municipal corporation (“City”).

I. Recitals

WHEREAS, on March 20, 2007, Richland City Council authorized the City Manager to enter into a Lease Agreement (“Lease”) with Ray Coffman and Steve Baze, HRMC, Inc. for operation of the Horn Rapids ORV Park; and

WHEREAS, said Lease was executed on April 6, 2007 and identified as Richland Contract #47-07; and

WHEREAS, on March 16, 2008, a First Amendment to the Lease was executed which incorporated additional property into the leased area and removed Ray Coffman and Steve Baze, in their individual capacity, from the Lease; and

WHEREAS, on September 2, 2008, Richland City Council approved a one-time 37.5 percent increase to the Horn Rapids ORV Park Fee Schedule (referred to as the Second Amendment to the Lease); and

WHEREAS, on August 18, 2010, a Third Amendment was executed which extended the term of the Lease to April 6, 2022 and increased the renewal terms to 10 years; and

WHEREAS, both parties now agree that the Lease should be modified to address the ownership of grant-purchased equipment and improvements, and to clarify the responsibility of grant match requirements.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and HRMC hereby agree as follows:

II. Agreement

1. Incorporation of Recitals and Ratification. The recitals set forth above are hereby incorporated by reference, and the actions described therein are hereby ratified by the Parties to the Lease.

2. A new Section 33 shall be added to the Lease and shall read as follows:

33. **Grants.** The City, on behalf of HRMC, may apply for Washington State Recreation and Conservation Office (RCO) and other grants as applicable for development and maintenance of the ORV Park. The City and HRMC shall jointly agree on the scope of the project and grant match responsibilities. Upon receipt of the grant, HRMC shall be responsible for providing all HRMC grant match amounts as specified in the grant application, including but not limited to cash, in-kind services, and materials. HRMC shall be responsible for providing all the necessary documentation to the City to support grant payment invoices. All improvements to the Premises and/or equipment purchased utilizing grant funds are and shall remain the property of the City.

3. Except as expressly modified by this Amendment or previous Amendments, the Lease is and shall continue to be in full force and effect in accordance with the terms thereof.

4. This Amendment shall be construed in accordance with and governed by the laws of the state of Washington.

5. The headings contained in this Amendment are for ease of reference only and shall not be considered in construing this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the ____ day of January, 2016.

CITY OF RICHLAND

HRMC, INC.

CYNTHIA D. REENTS, ICMA-CM
City Manager

By:
Its:

APPROVED AS TO FORM:

HEATHER D. KINTZLEY
City Attorney

STATE OF WASHINGTON)

County of _____) ss.
)

On this day personally appeared before me _____, to me known to be the _____ of **HRMC, INC.** and the individual who executed the within and foregoing Fourth Amendment to ORV Park Operating Lease Agreement, and acknowledged that said instrument is to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN under my hand and official seal this ____ day of _____, 2016.

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

STATE OF WASHINGTON)
County of Benton) ss.
)

On this day personally appeared before me CYNTHIA D. REENTS, known to be the CITY MANAGER for the **CITY OF RICHLAND** and the person who executed the within and foregoing Fourth Amendment to ORV Park Operating Lease Agreement and acknowledged that the said instrument is to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

GIVEN under my hand and official seal this ____ day of _____, 2016.

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



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 11-16, Expressing Appreciation to Dori Luzzo Gilmour for Service on the Arts Commission

Department:
City Attorney

Ordinance/Resolution Number:
11-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 11-16, expressing appreciation to Dori Luzzo Gilmour for her service on the Arts Commission.

Summary:

Dori Luzzo Gilmour was appointed to the Arts Commission December 2011 and served until December 31, 2015, when she took a seat on the Richland City Council as a Councilmember.

Fiscal Impact:

None.

Attachments:

I. Proposed Resolution

RESOLUTION NO. 11-16

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Dori Luzzo Gilmour for the service she rendered to the City as a member of the Arts Commission.

BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to Dori Luzzo Gilmour, their appreciation for the service she rendered to the City during her tenure as a member of the Arts Commission.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 19th day of January 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 13-16, Authorizing Execution of Benton County Solid Waste Interlocal Agreement

Department:
Public Works

Ordinance/Resolution Number:
13-16

Document Type:
Resolution

Recommended Motion:

Approve Resolution No. 13-16, authorizing execution of an interlocal agreement to administer and implement the Benton County Solid Waste Management Plan and Moderate Risk Waste Plan.

Summary:

The Revised Code of Washington requires local planning for solid waste services and assigns primary responsibility to counties. Cities are required to cooperate in preparation of a county's plan or commit to an independent planning process. The City of Richland has, since the 1990's, cooperated in preparation of a Benton County Solid Waste Management Plan and in the implementation of programs included in the Plan. The most basic participation is membership and attendance at the Benton County Solid Waste Advisory Committee, a state-mandated public process advising the Benton County Commissioners on solid waste issues. The most visible and effective County program has been the Moderate Risk Waste, or Household Hazardous Waste Management program.

The most recent update to Benton County's Solid Waste Management Plan was completed in 2013 and includes Richland's 2011 Solid Waste Management Plan as contributing and approved material.

Washington State regularly provides grant funding to counties for planning and implementation of solid waste programs. The grant typically covers 75% of eligible expenses, with local participants required to supply the 25% matching funds. Benton County and the five participating Cities regularly enter interlocal agreements to commit to the grant-funded programs. The vast majority of funding since the 1990's has been dedicated to Moderate Risk Waste collection and disposal.

The proposed interlocal agreement would commit Richland to providing a proportion, based on population, of the 25% matching funds to Benton County needed to support the solid waste program through 2017. Since late 2015 Benton County has been advancing planning to improve Moderate Risk Management services by re-establishing a fixed facility from which to base these services. Staff supports this planning effort and Richland's continued participation in the interlocal program.

Fiscal Impact:
Yes

The City's population-based share of expenses for the Benton County Solid Waste Plan implementation is estimated at \$27,000. The 2016 Solid Waste Utility budget includes funding to cover these expenses.

Attachments:

1. Res. No. 13-16
2. Benton County Solid Waste Interlocal Agreement

RESOLUTION NO. 13-16

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

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

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

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

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

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

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

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

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

WHEREAS, the proposed interlocal agreement authorizes the City's participation in the County solid waste programs through the end of calendar year 2017, coinciding with the term of the Washington State funding grant agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to execute an interlocal agreement with Benton County and the Cities of Kennewick, West Richland, Benton City and Prosser for administration and implementation of solid waste programs for calendar years 2016 and 2017.

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 19th day of January, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

INTER-LOCAL AGREEMENT
REGARDING SOLID WASTE MANAGEMENT
BENTON COUNTY

This Agreement addresses City-County joint participation in the countywide Solid Waste Plan and joins public agencies to exercise their powers, thereby maximizing their ability to provide services and facilities which will best fulfill the needs of the community as a whole, and is made and entered into effective the first day of January 2016, by and between Benton County, a political subdivision of the State of Washington, hereafter referred to as the Lead Agency, and the cities of Benton City, Kennewick, Richland, Prosser, and West Richland, political subdivisions of the State of Washington, and hereafter referred to as Participating Jurisdictions. The Participating Jurisdictions and Lead Agency may be referred to herein collectively as the Parties.

I. RECITALS

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

WHEREAS, the parties have developed the Benton County Comprehensive Solid Waste Plan with public involvement; and

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

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

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

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

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

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

II. AGREEMENTS

A. AUTHORITIES

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

B. PURPOSE

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

C. DEFINITIONS

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

‘Fair Share’ - the amount owed by each of the Parties, based upon April 1 population figures for the given year supplied by the Washington State Office of Financial Management (OFM), and the corresponding population percentage applied to the Solid Waste Program Budget.

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

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

‘Participating Jurisdictions’ - any City who has entered into the County-wide Solid Waste Inter-local Agreement with the Lead Agency and who has agreed to

Interlocal Agreement – 2015-2017
Benton County Solid Waste Management

mutually support and financially contribute to the administration, planning, and implementation of the Plan.

‘Parties’ - the collective term for all Participating Jurisdictions and Lead Agency.

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

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

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

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

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

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

D. LOCAL ADOPTION OF PLAN

Under the authority of RCW 70.95.080, each Participating Jurisdiction elected to enter into this agreement with the County pursuant to those jurisdictions that participated in preparing and adopting the joint City-County Plan.

E. PLAN IMPLEMENTATION

Pursuant to RCW 70.95.080 and RCW 70.105.220, the Participating Jurisdictions and Lead Agency jointly prepared the Plan in accordance with “Guidelines for the Development of Local Solid Waste Plans and Plan Revisions” (i.e. Department of Ecology (WDoE) Publication No. 90-11) and will implement the Plan’s recommendations, as approved by the Department of Ecology pursuant to RCW 70.95.094.

F. BENTON COUNTY SOLID WASTE ADVISORY COMMITTEE

The Parties hereto recognize and support the SWAC as an advisory board created under authority of RCW 70.95.165. The SWAC is an ongoing advisory committee. The SWAC is the focal point of the public involvement effort used in the planning,

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Benton County Solid Waste Management

development and implementation of the Plan. The SWAC also provides advice to the Parties on solid and hazardous waste issues and assists the Parties in developing solid waste ordinances, rules, guidelines, and policies prior to their adoption.

G. REGIONAL PLANNING AREA

The Parties hereto recognize the geographical planning area covered by this Agreement to be the incorporated areas of the Participating Jurisdictions and the unincorporated area of Benton County. The Hanford Nuclear Reservation is exempted from the Plan and this Inter-local Agreement.

H. ROUTINE OPERATING AGREEMENT IMPLEMENTATION

Two months prior to the biennial Solid Waste Program Budget workshop, all task managers are required to submit their ROA. As a minimum, an ROA will include: 1) Task Introduction Statement; 2) Task Scope of Work; 3) Task Responsibilities; 4) Annual Task Cost; and 5) Quality Control. Eligibility of an ROA request is based on task cost and meeting recommendations set forth in the Plan. The ROA request should include both activities undertaken by the Participating Jurisdiction submitting the ROA and any activities that the Participating Jurisdiction believes the Lead Agency should implement on a countywide basis. The SWAC will approve tasks based on a supermajority (*i.e.* 5 of 6) in-favor vote.

I. SOLID WASTE PROGRAM BUDGET

The Parties agree to mutually and financially support the administration, planning and operations of the Plan recommendations or as specified in RCW 70.95. The Lead Agency shall prepare a Solid Waste Program Budget each year for the upcoming budget year. The budget will also include Routine Operating Agreements that provide information on projects funded by the annual budget.

J. FAIR SHARE

The Parties agree to pay a Fair Share of the administration, planning and operation of the Solid Waste Program, as determined and voted-on by the SWAC and approved by the Benton County Commissioners. Said Fair Share shall be a percentage of all program costs that are not covered by Coordinated Prevention Grant Funds, share percentages to be updated each April of the Agreement, being based on the most recent population figures as supplied by the Washington State OFM. The Parties agree to remit their fee to the Lead Agency within sixty (60) days of receiving an invoice from the Lead Agency. The Lead Agency's fair share shall be based on the population for the unincorporated areas of the County.

K. DISBURSEMENT OF ASSETS AND DEBTS

If this Agreement is terminated, all Parties to this Agreement shall determine the disbursement of any outstanding debts and the allocation of any assets. If the Parties cannot agree to the disbursement of any outstanding debts and the allocation of any assets, the issues are to be submitted for arbitration, pursuant to state law, RCW 7.04 *et seq.* The Lead Agency and the contesting jurisdiction agree that such arbitration shall be conducted before one (1) disinterested arbitrator.

L. DURATION

This Agreement shall commence on the date set forth above and will continue in effect to December 31, 2017, or until superseded by another Interlocal Agreement. As stipulated within RCW 70.95.110(1), each Plan shall be maintained in a current condition and reviewed and revised periodically as may be required by the WDoE. Upon each review such plans shall be extended to show long-range needs for solid waste handling facilities for twenty (20) years in the future, and a revised implementation schedule and implementation budget for six (6) years in the future.

M. REVIEW AND RENEGOTIATION

Any Party may request a review and/or renegotiations on any provision of the Agreement during the six-month period immediately preceding the ending date for the Agreement. Such request must be made in writing to the Lead Agency and must specify the provision(s) of the Agreement for which review/renegotiation(s) are requested. Review and/or renegotiation(s) pursuant to such a written request shall be immediately referred to the SWAC for their review and recommendation. Notwithstanding any other provisions in this paragraph to the contrary, the Parties may, pursuant to the procedure outlined within the Solid Waste Advisory Committee Members Bylaws, modify or amend any provision(s) of this Agreement at any time during the term of this Agreement.

N. TERMINATION

This Agreement may be terminated by any Participating Jurisdiction, by written notice to the Lead Agency no less than thirty (30) days immediately preceding the implementation date of the next Solid Waste Program Budget. The Parties agree: (1) that the termination will not absolve a terminating Party of any financial responsibility to the extent a financial responsibility continues to exist pursuant to the provisions of this Agreement; and (2) that prior to termination, a withdrawing City shall submit to the SWAC how it intends on meeting its planning obligation under RCW 70.95.080.

O. WAIVER

No waiver by any of the Parties of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or a different provision of this Agreement.

P. ENTIRE AGREEMENT

Interlocal Agreement – 2015-2017
Benton County Solid Waste Management

This Agreement, including the recitals and all subsequent attachments and addendums, constitutes the entire Agreement between the Parties and shall be governed by the laws of the State of Washington. There are no other oral or written agreements or understanding between the Parties as to the subject matter contained herein. The venue for any action of law, suit in equity and judicial proceeding for the enforcement of this Agreement shall be instituted and maintained only in the courts of competent jurisdiction in Benton County, Washington.

Q. SEVERABILITY

Any provisions of this Agreement that is determined to be illegal, invalid or unenforceable for any reason shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

FOR THE CITY OF BENTON CITY, WASHINGTON.

Linda Lehman, Mayor

Date

Attest:

Stephanie Haug, CMC, City Clerk/Treasurer

Date

Approved as to Form:

Lee Kerr, City Attorney

Date

I certify that on this _____ day of _____, _____, before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Lloyd Carnahan and Stephanie Haug, to me known to be the Mayor and City Clerk-Treasurer, respectively, of the City of Benton City, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of the City of Benton City.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of
Washington residing at _____
My commission expires: _____

FOR THE CITY OF KENNEWICK, WASHINGTON.

Steve C. Young, Mayor

Date

Attest:

Terri L. Wright, City Clerk

Date

Approved as to Form:

Lisa Beaton, City Attorney

Date

I certify that on this _____ day of _____, _____, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steve C. Young and Terri L. Wright, to me known to be the Mayor and City Clerk, respectively, of the City of Kennewick, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of the City of Kennewick.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of
Washington residing at Kennewick
My commission expires:_____

FOR THE CITY OF PROSSER, WASHINGTON.

Paul Warden, Mayor

Date

Attest:

Rachel Shaw, City Clerk

Date

Approved as to Form:

Howard Saxton, City Attorney

Date

I certify that on this _____ day of _____, _____, before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Paul Warden and Rachel Shaw, to me known to be the Mayor and City Clerk, respectively, of the City of Prosser, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of the City of Prosser.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of
Washington residing at _____
My commission expires: _____

FOR THE CITY OF RICHLAND, WASHINGTON.

Cindy Reents , City Manager

Date

Attest:

Marcia Hopkins , City Clerk

Date

Approved as to Form:

Heather Kintzley, City Attorney

Date

I certify that on this _____ day of _____, _____, before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Cindy Reents and Marsha Hopkins, to me known to be the City Manager and City Clerk, respectively, of the City of Richland, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of the City of Richland.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of
Washington residing at _____
My commission expires: _____

FOR THE CITY OF WEST RICHLAND, WASHINGTON.

Brent Gerry, City Mayor

Date

Attest:

Julie Richardson, City Clerk

Date

Approved as to Form:

Bronson Brown, City Attorney

Date

I certify that on this _____ day of _____, _____, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Brent Gerry and Julie Richardson, to me known to be the Mayor and City Clerk, respectively, of the City of West Richland, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of the City of West Richland.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of
Washington residing at _____
My commission expires: _____

FOR BENTON COUNTY, WASHINGTON.

Jerome Delvin, Chairman
Board of County Commissioners

Date

Attest:

Clerk of the Board

Date

Approved as to Form:

Deputy Prosecuting Attorney

Date

I certify that on this _____ day of _____, _____, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jerome Delvin, to me known to be the Chairman of the Board of Commissioners for Benton County, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of Benton County.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of
Washington residing at _____
My commission expires: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 18-16, Approving Purchase and Sale Agreement with Justin Stoker Related to Duportail Bridge Project

Department:
Public Works

Ordinance/Resolution Number:
18-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 18-16, authorizing the City Manager to sign and execute a Purchase and Sale agreement, and other necessary documents, to acquire property from Justin Stoker for Duportail Bridge right-of-way.

Summary:

The Duportail Bridge project was identified as a legislative priority by Council in 2009 as the top priority project. Since then, the City has invested more than \$1.7 million to make the Duportail Bridge project construction ready, including completion of all of the environmental reviews and fully funding the right-of-way acquisition for the project.

When completed, the Duportail Bridge will provide many benefits to the community including more efficient vehicle travel, improved emergency response times, improved access for transit, bicycles, and pedestrians, improved access to the Chamna open space, and economic development.

City staff have initiated right-of-way acquisition procedures for this project. Staff activities are guided by State and Federal regulations and include purchase offers based on fair market value appraisals.

The proposed agreement reflects completion of successful negotiations with Justin Stoker on his property being impacted by the project. The amount to be paid to Mr. Stoker will be \$8,300, the same amount as the fair market appraisals.

Fiscal Impact:
Yes

The total cost of the property acquisition is estimated to be \$8,300 plus all closing costs, or approximately \$12,000. These costs were anticipated in the project budget and funding is available to complete these acquisitions. There is currently \$2,490,358.60 available in the Duportail Bridge project budget.

Attachments:

1. Resolution No. 18-16
2. Purchase and Sale Agreement - Stoker

RESOLUTION NO. 18-16

A RESOLUTION of the City of Richland authorizing the acquisition of real property interests from Justin Stoker by negotiated voluntary purchase for the purpose of constructing the Duportail Bridge project.

WHEREAS, the Richland City Council's Strategic Leadership Plan prioritizes completion of the Duportail Bridge as a high priority contribution to the City's transportation infrastructure; and

WHEREAS, since 2007 the Richland City Council has invested to make the Duportail Bridge project construction ready, including completion of all environmental reviews and funding of right-of-way acquisition; and

WHEREAS, the Duportail Bridge, when completed, will provide many benefits to the community including more efficient vehicle travel, improved access for transit, bicycle and pedestrian travel, improved emergency response, improved management of Chamna open space access and economic development; and

WHEREAS, the City has identified several properties that must be acquired to complete the Duportail Bridge project; and

WHEREAS, property acquisitions for the Duportail Bridge project will be completed in accordance with state and federal process requirements; and

WHEREAS, in accordance with state and federal regulations, the City of Richland completed appraisals to determine the fair market value of the properties and has negotiated in good faith with the owners of the properties to be acquired; and

WHEREAS, Justin Stoker has one (1) property affected by the Duportail Bridge project and has agreed to terms allowing the City to acquire the portion of his property required for this project; and

WHEREAS, the funds necessary to acquire the property shall be paid by Duportail Bridge Project funds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland authorizes the City Manager to sign and execute the purchase and sale agreement and statutory warranty deed, and all other documents necessary to complete the purchase of the required portion of Justin Stoker's property.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 19th day of January, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this ____ day of _____, 2015 between the **CITY OF RICHLAND**, a Washington municipal corporation ("Purchaser"), and **JUSTIN STOKER**, a single man ("Seller").

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, all of the following described property (collectively, the "Property"):

1.1. The Property. The land involved in this transaction is located in the City of Richland, Benton County, Washington, and is legally described as follows:

See Exhibit A

1.2. Scrivener's Errors. In the event of an error in the legal description, the parties agree that either party or a scrivener may correct the error.

1.3. Laws and Rights. It is understood that the sale and conveyance to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights of record or which are open and obvious on the ground.

1.4. Timing of Conveyance. The Property described in Section 1.1 shall be conveyed to Purchaser by a Statutory Warranty Deed ("Deed") subject to the permitted exceptions and at the time of payment. The Deed shall be delivered to Purchaser at closing.

2. Purchase Price. Purchaser shall pay to Seller as the Purchase Price for the Property or Property Rights the sum of eight thousand three hundred dollars and no cents (\$8,300), which is a rounded total that includes seven thousand eight hundred sixty dollars and no cents (\$7,860) for land in fee, and four hundred thirty-six dollars and no cents (\$436) for improvements.

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

3.1. Executed Contract. The "Executed Contract Date" is the date that both parties have signed this Purchase and Sale Agreement. If the Purchase and Sale Agreement is signed on different days, the Executed Contract Date is the date of the last

signing party. Both Purchaser and Seller must sign this Purchase and Sale Agreement within fifteen (15) business days of approval from the City Council. If signatures are not received by both parties within fifteen (15) business days, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Title Review. Within ten (10) business days after the date of execution of this Agreement by both parties ("Execution Date"), Purchaser, at its sole cost and expense, shall order from Tri-City Title & Escrow (the "Title Company") a preliminary title report on the Property, and copies of all documents referred to therein, and upon receipt, furnish same to Seller.

3.3. Due Diligence. Upon execution of this Agreement by both parties, Purchaser is granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.2. Said due diligence period may be extended an additional thirty (30) business days upon written mutual agreement by both Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.4. Council Approval. The closing of this transaction is contingent upon approval of this Agreement by the City Council of the City of Richland. In the event the Richland City Council determines not to approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

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

4.1. Closing Costs. Purchaser shall pay all attorney's fees, recording costs, escrow closing costs, if applicable, and the full premium for a standard owner's policy of title insurance.

4.2. Closing Date. The Closing of the transaction and delivery of all items shall occur at Tri-City Title & Escrow, and shall occur on a date specified by Tri-City Title & Escrow with written notice to Seller and Purchaser.

5. Title. Upon closing of escrow as set forth in Section 4, title to the Property shall be conveyed by Seller to Purchaser by a duly-executed Statutory Warranty Deed.

6. Covenants, Representations and Warranties.

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

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

6.1.2. During the contract period, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, easement or the like against the title to the Property without Purchaser's prior consent.

6.1.3. Seller shall use its best efforts to remove all disapproved exceptions within the preliminary title report.

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

6.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the date hereof and on the date of closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below incorrect or untrue, and upon receipt of such notice, Purchaser may elect to terminate this Agreement. Upon Purchaser's election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either party to the other.

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

6.2.2. Seller has not received any written notice from any governmental authorities

or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

6.2.3. Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or regulatory agency which would materially and adversely affect the Property.

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

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

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

6.2.7. Seller is a single individual owning fee title to the Property as his sole and separate property.

6.3. Purchaser's Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the date hereof and on the date of closing:

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

6.3.2. Purchaser represents that it has sufficient funds to close this transaction.

6.4. Survival of Covenants. The covenants, representations, and warranties contained in Section 6 of this Agreement shall survive the delivery and recording of the Deed from the Seller to the Purchaser.

7. Casualty and Condemnation.

7.1. Material Casualty or Condemnation. If prior to the closing date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000.00) or more to repair or replace, or (ii) if a taking or condemnation of any portion

of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller may, at its option, terminate this Agreement by written notice to the other party within two (2) days' notice of such event. If, prior to the closing date, neither party provides said termination notice within such two-day period, the closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller. At closing, Seller shall assign to Purchaser Seller's full interest in any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

7.2. Immaterial Casualty or Condemnation. If, prior to the closing date, the Property shall sustain damage caused by casualty which is not described in Section 7.1., or a taking or condemnation has occurred, or is imminently threatened, which is not described in Section 7.1., neither Purchaser nor Seller have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to the cost to repair that portion of the Property so damaged by insured casualty, or an amount equal to the anticipated condemnation award, as applicable. At closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

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

9. Miscellaneous.

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

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

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

TO SELLER:

Justin Stoker
393 Cottonwood Drive
Richland, WA 99352
Phone: (509) 845-5112
Email: justinstoker34@gmail.com

TO PURCHASER:

City of Richland
Attn: Mr. Jeff Peters
840 Northgate Drive, P.O. Box 190
Richland, WA 99352
Phone: (509) 942-7500
Fax: (509) 942-7468
Email: jpeters@ci.richland.wa.us

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

9.4. Assignments and Successors. Purchaser may not assign this Agreement without Seller's consent. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder.

9.5. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

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

9.7. Binding Effect. Regardless of which party prepared or communicated this Purchase and Sale Agreement, this Purchase and Sale Agreement shall be of binding effect between Purchaser and Seller only upon its execution by an authorized representative of each such party.

9.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction providing that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto.

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

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

9.11. Merger. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchaser and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the closing.

9.12. Complete Agreement. This Agreement represents and contains the entire understanding between the parties related to the acquisition of the Property. The parties acknowledge that no other oral or written collateral agreements, understandings, or representations exist outside of this document, with the exception of any documents expressly incorporated by reference in this Agreement. Any prior agreements, whether verbal or written, not specifically referred to in this Agreement are hereby terminated.

9.13. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement, and Seller expressly agrees to submit to personal jurisdiction in Benton County Superior Court.

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

[Signature page to follow]

IN WITNESS WHEREOF, the Purchaser has executed this Agreement on the date shown next to its signature, and Seller has accepted on the date shown next to its signature.

JUSTIN STOKER - SELLER

CITY OF RICHLAND - PURCHASER

By: _____ Date _____
Its: _____

By: Cynthia D. Reents, ICMA-CM Date _____
Its: City Manager

Approved by Legal Counsel:

By: _____ Date _____
Its: _____

By: Heather Kintzley Date _____
Its: City Attorney

Exhibit A
Legal Description of Subject Property

That portion of Lot 1, Block 169, PLAT OF RICHLAND, according to the Plat thereof, recorded in Volumes 6 and 7 of Plats (Records of Benton County, Washington) located in the Northwest 1/ 4 of Section 15, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, and more particularly described as follows:

Commencing at a Brass Cap monumenting the centerline intersection of Duportail Street and Cottonwood Drive (East of Duportail Street) from which a Brass Cap monumenting the centerline intersection of Duportail Street and Riverstone Drive bears South 38 ° 05'12" West, 652.77 feet;

Thence along the centerline of Duportail Street South 38°05'12" West, 27.80 feet;

Thence leaving said centerline South 51°54'48" East, 30.00 feet to the Northwest corner of said Lot 1, Block 169 being on the existing Easterly right-of-way of Duportail Street and the existing Southerly right-of-way of Cottonwood Drive and also being the POINT OF BEGINNING.

Thence along said existing Southerly right-of-way South 51°52'19" East, 14.25 feet; Thence leaving said existing Southerly right-of-way South 64° 22'43" West, 9.95 feet;

Thence South 34°16'56" West, 111.33 feet to a point on the Southerly boundary of said Lot 1, Block 169;

Thence along said Southerly boundary North 51°52'19" West, 17.23 feet to the Southwest corner of said Lot 1, Block 169 on the existing Easterly right-of-way of Duportail Street;

Thence along said Easterly right-of-way North 38°05'12" East, 120.00 feet to the POINT OF BEGINNING. Containing 0.04 acres, more or less.

TOGETHER WITH AND SUBJECT TO covenants, easements, and restrictions of record.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 22-16, Authorizing the Execution of a Solid Waste Collection Agreement with Waste Management of Washington, Inc. for the Premiere Columbia Properties, LLC & Whitfield Annexations

Department:
Public Works

Ordinance/Resolution Number:
22-16

Document Type:
Resolution

Recommended Motion:

Approve Resolution No. 22-16, authorizing execution of a Solid Waste Collection Agreement with Waste Management of Washington, Inc. for properties within the Premiere Columbia Properties and Whitfield Annexations.

Summary:

Washington State, through the Utilities and Transportation Commission (WUTC), regulates solid waste collection services. WUTC oversees the terms and rates for services delivered within geographic permit boundaries. For most of Washington State, private-sector solid waste collection companies hold WUTC permits and deliver services. Washington State law empowers Cities to assume authority over solid waste collection services within their boundaries. The Cities' authority can be exercised by providing services as a municipal operation, as Richland does, or by contracting.

An annexation by a city brings property once under the authority of the WUTC's process under the city's authority. To address the potential disruption to a solid waste collection companies' business State law requires that cities completing annexations contract with the WUTC permit holders for a period of at least seven years. Current best practice is to extend this minimum contracting period to ten years because the extension enables a release of all damage claims by the collection companies.

Two annexations in 2015 added property to the City that is included in a WUTC permit held by Waste Management of Washington, Inc. The proposed agreement enables Waste Management of Washington, Inc. to continue to operate under the terms of their WUTC permit until December 31, 2025, after which the City may choose how services are provided to these properties. The proposed agreement follows a template negotiated and implemented over the past several years. Staff recommends approval.

Fiscal Impact:
Yes

There will be virtually no fiscal impact in the near term related to this agreement. If land development occurs within these annexed properties the resulting solid waste services will generate utility tax revenues, paid by Waste Management, Inc., to the general fund. In addition, the agreement allows the City's Solid Waste Utility to collect a surcharge from Waste Management customers in these annexations to support the customer's use of the City's landfill at City resident rates.

Attachments:

1. Resolution No. 22-16
2. Solid Waste Collection Agreement - Waste Management

RESOLUTION NO. 22-16

A RESOLUTION of the City of Richland authorizing the execution of a Solid Waste Collection Agreement with Waste Management of Washington, Inc. for the Premiere Columbia Properties and Whitfield Annexations.

WHEREAS, by Ordinance No. 38-15, dated August 5, 2015, the City annexed property known as the Premiere Columbia Properties Annexation; and

WHEREAS, by Ordinance No. 58-15, dated October 6, 2015, the City annexed property known as the Whitfield Annexation; and

WHEREAS, Waste Management of Washington, Inc. holds Certificate No. G-237 issued by the Washington State Utilities and Transportation Commission (WUTC) for the collection of solid waste in certain areas, including the property included in the Premiere Columbia Properties and Whitfield Annexations; and

WHEREAS, under RCW 35.13.280, the WUTC regulates the collection of solid waste within the Premiere Columbia Properties and Whitfield Annexations until such time as the City notifies the WUTC, in writing, of its decision to contract for solid waste collection or provide solid waste collection itself pursuant to RCW 81.77.020; and

WHEREAS, the City has given written notice to the WUTC of its intention to collect solid waste in the Premiere Columbia Properties and Whitfield Annexations; and

WHEREAS, RCW 35.13.280 requires the City to grant to Waste Management of Washington, Inc. a franchise for collection of solid waste in the Premiere Columbia Properties and Whitfield Annexations for a term of not less than seven years; and

WHEREAS, the proposed Solid Waste Collection Agreement with Waste Management of Washington, Inc. grants a franchise for a ten-year term to comply with RCW 35.13.280 and resolve any potential claim against the City for damages; and

WHEREAS, the proposed agreement requires Waste Management of Washington, Inc. to pay City Utility Occupation Tax and such other fees as required by the municipal code; and

WHEREAS, the proposed agreement includes a transition planning process that will allow the City to evaluate the best path forward for its residents at the expiration of the ten-year agreement term.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute the Solid Waste Collection Agreement with Waste Management of Washington, Inc. for customers within the Premiere Columbia Properties and Whitfield Annexations.

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 19^h day of January, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

**SOLID WASTE COLLECTION AGREEMENT
(Annexation Transition RCW 35.13.280)**

Premiere Columbia Properties Annexation & Whitfield Annexation

This SOLID WASTE COLLECTION AGREEMENT (“Agreement”) is made and entered into between WASTE MANAGEMENT OF WASHINGTON, INC. (“WMW”) and the CITY OF RICHLAND, WASHINGTON (“City”). The parties shall be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This Agreement shall be effective upon the date that all Parties have executed this Agreement (the “Effective Date”), as evidenced by the signatures below. The Parties agree as follows.

RECITALS

WHEREAS by Ordinance No. 38-15, dated August 5, 2015 (the “Ordinance”) and attached hereto as **Exhibit A**, the City has annexed certain territory identified in the Ordinance and commonly referred to as the **Premiere Columbia Properties Annexation**;

WHEREAS by Ordinance No. 58-15, dated October 6, 2015 (the “Ordinance”) and attached hereto as **Exhibit B**, the City has annexed certain territory identified in the Ordinance and commonly referred to as the **Whitfield Annexation**;

WHEREAS the Premier Columbia Properties Annexation and the Whitfield Annexation are referred to herein as the “Annexed Territories”;

WHEREAS WMW holds Certificate No. G-237 issued by the Washington Utilities and Transportation Commission (“WUTC”) for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territories;

WHEREAS Basin Disposal, Inc. (“Basin Disposal”) holds Certificate No. G-118 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territories;

WHEREAS Ed’s Disposal, Inc. (“Ed’s Disposal”) holds Certificate No. G-110 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territories;

WHEREAS under RCW 35.13.280, the WUTC regulates the collection of solid waste within the Annexed Territories until such time as the City notifies the WUTC, in writing, of its decision to contract for solid waste collection or provide solid waste collection itself pursuant to RCW 81.77.020;

WHEREAS the City has given notice under RCW 35.13.280 to the WUTC and the City intends to undertake the collection of municipal solid waste (“MSW”), as defined in WAC 173-350-100, from residents and businesses within the Annexed Territories, and is therefore required by RCW 35.13.280 to grant to WMW a franchise for the collection of MSW in the Annexed Territories for a term of not less than SEVEN (7) years;

WHEREAS in addition to the requirement to grant to WMW a 7-year franchise for the collection of MSW in the Annexed Territories, RCW 35.13.280 also grants to WMW a right of action to recover any measurable damages resulting from the City's decision to contract for MSW collection or provide MSW collection itself;

WHEREAS the City and WMW agree to satisfy the requirements of RCW 35.13.280, including the requirement to grant a 7-year franchise and the waiver of any claims for measureable damages, by entering into this Agreement to grant to WMW the exclusive right (shared with Basin Disposal and Ed's Disposal) to collect MSW from residential and commercial customers within the Annexed Territories during the Transition Period (as defined herein);

WHEREAS the Parties wish to enter into this Agreement setting forth the terms and conditions governing WMW's MSW collection within the Annexed Territories during the Transition Period;

TERMS AND CONDITIONS

1. The "Transition Period". The Parties agree that the "Transition Period" shall commence on the Effective Date and shall terminate on **December 31, 2025**, unless extended by written agreement of the Parties. The Parties agree and acknowledge that the Transition Period is longer than the 7-year franchise period required under RCW 35.13.280 in order to compensate WMW for any and all measurable damages WMW has incurred as a result of the annexation and cancellation of its MSW collection business within the Annexed Territories.

2. Grant of Exclusive Franchise. Except with respect to Basin Disposal and Ed's Disposal (as discussed in Section 3 below), the City hereby grants to WMW the exclusive right and obligation to collect MSW from residential and commercial customers within the Annexed Territories during the Transition Period (hereinafter the "Collection Services"). During the Transition Period, the City agrees that, it shall not contract for Collection Services or provide Collection Services within the Annexed Territories.

3. Non-Exclusivity re Basin Disposal, Inc. and Ed's Disposal, Inc. Notwithstanding any other provision in this Agreement, the Parties agree that nothing in this Agreement, including the grant of an exclusive franchise for the Annexed Territories, shall interfere with the existing rights of Basin Disposal or Ed's Disposal under RCW 35.13.280 to provide Collection Services within the Annexed Territories.

4. Rates and Compensation. WMW shall be compensated for the Collection Services hereunder by charging its residential and business customers within the Annexed Territories the same rates and charges authorized under the tariffs approved by the WUTC for WMW's customer's located within WMW's G-237 service territory in Benton County (the "WUTC Tariff"), subject to the following adjustments:

4.1. WMW shall increase the rates and charges to include any taxes, fees, or charges applicable to WMW's Collection Services within the Annexed Territories that are not otherwise included within the WUTC Tariff; and

4.2. WMW shall decrease the rates and charges to exclude any taxes, fees, or charges that are included in the WUTC Tariff, but are not applicable to WMW's Collection Services within the Annexed Territories.

5. Notification of Taxes, Fees, and Other Charges. If, as a result of the City's annexation of the Annexed Territories, the City imposes any taxes, fees, or charges on WMW's Collection Services within the Annexed Territories, the City shall notify WMW of such taxes, fees, or other charges.

6. Revisions to WUTC Tariffs. Nothing in this Agreement is intended to restrict or prohibit WMW from seeking approval from the WUTC for new and/or revised WUTC Tariffs applicable to MSW collection within its Certificate No. G-237 territory in Benton County. In the event that the WUTC approves revisions to WMW's WUTC Tariff, WMW shall adjust the rates and charges applicable to the Collection Services within the Annexed Territories.

7. Additional Services. If the City elects to offer additional solid waste collection services to residential and commercial customers within the Annexed Territories, the City shall notify WMW in writing of the additional services requested, and WMW shall have the right to provide such additional services during the Transition Period. If WMW elects to provide such additional services, WMW shall notify the City in writing within THIRTY (30) days of receipt of the City's notice and shall offer such services either

7.1. consistent with the rates under its WUTC Tariff; or

7.2. if WMW does not offer similar services under its WUTC Tariff, pursuant to written agreement between the Parties.

If WMW either (a) notifies the City in writing of its decision not to provide such additional services, or (b) fails to notify the City in writing within THIRTY (30) days of receipt of the City's notice, the City may contract for those services or provide those services itself within the Annexed Territories

8. Billing. WMW shall be responsible for billing its residential and commercial customers within the Annexed Territories for the Collection Services. WMW shall bill its customer consistent with the WUTC procedures in WAC 480-70-396 through WAC 480-70-416.

9. Delinquent Accounts and Refusal of Service. WMW shall have and retain all rights authorized by law to collect delinquent accounts (as defined WAC 480-70-396), including, but not limited to, the right to cancel Collection Services for any of the reasons under WAC 480-70-376(1). WMW shall have and retain all rights authorized by law to refuse or cancel service to a customer, including the right to refuse or cancel service for any reason under WAC 480-70-366(2).

10. Collection Service Requirements. Except as otherwise stated herein or unless inconsistent with any provision herein, WMW shall provide the Collection Services consistent with the requirements of Chapter 480-70 WAC and WMW's WUTC Tariff.

11. Transition of WMW's Collection Services to City. After the end of the Transition Period,

11.1. the City shall assume full responsibility for MSW collection within the Annexed Territories as authorized under RCW 81.77.020, either by contracting for MSW collection or provide MSW collection itself;

11.2. unless otherwise agreed to in writing by the Parties, WMW shall have no further obligation or right under this Agreement to provide the Collection Services within the Annexed Territories;

11.3. WMW waives all claims under RCW 35.13.280 to enter into a franchise to continue its MSW collection business within the Annexed Territories; and

11.4. WMW waives all claims under RCW 35.13.280 to any measurable damages resulting from the cancellation of its MSW collection business within the Annexed Territories.

Upon request of the City, the Parties shall meet prior to the end of the Transition Period to plan for the transition of the Collection Services within the Annexed Territories. WMW shall cooperate with the City by providing all reasonably necessary information required by the City to allow for an orderly transition of the Collection Services from WMW to the City or its contractor. Such information shall include service account addresses, billing addresses, current service levels, frequency and types of services, customer container sizes, and other similar information requested by the City and reasonably necessary to the transition of service.

12. Required Notices to WUTC. The City shall be responsible for submitting any and all notices to the WUTC of its decision to contract for MSW collection or provide MSW collection itself within the Annexed Territories pursuant to RCW 81.77.020. As required by WAC 480-70-141(3), WMW shall be responsible for notifying the WUTC that WMW and the City have entered into this Agreement, including submission of this executed Agreement to the WUTC.

13. Cooperation in Execution of Documents. The Parties agree cooperate in preparing, executing, and delivering any and all additional documents that may be necessary to render this Agreement legally and practically effective, provided, however, that this provision shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

14. Force Majeure. If either Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a Party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Services hereunder.

15. Successors and Assigns. Neither Party shall assign this Agreement without the prior written consent of the other Party, except that WMW may assign this Agreement to any subsidiary, parent or affiliated company without the other Party's consent. If this Agreement is

assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

16. Notice. Any notice required or permitted hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address shown below:

If to	Waste Management of	If to	City of Richland
WMW:	Washington, Inc.	City:	505 Swift Boulevard, MS-26
	720 Fourth Avenue, Suite 400		Richland, Washington 99352
	Kirkland, WA 98033-8136		Pete Rogalsky,
	Director of Public Sector		Public Works Director
Attention:	Services	Attention:	

17. Alternative Dispute Resolution/Legal Fees. Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding breach, termination or invalidity thereof shall be resolved by arbitration (unless both Parties agree to mediation) in Richland, Washington or such other location as agreed to by the Parties, and in accordance with the American Arbitration Association or Judicial Dispute Resolution rules which are deemed to be incorporated by reference in this clause. The maximum number of arbitrators shall be one in any claim, suit, action or other proceeding relating in any way to this Agreement or any claims arising out of this Agreement, except as otherwise agreed to by the Parties. Other than mediation costs, in the event any arbitration or legal action is taken by either Party against the other to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful Party to such action shall pay to the prevailing Party therein all court and/or arbitration costs, reasonable attorney's fees and expenses incurred by the prevailing Party.

18. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Agreement may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all the Parties.

19. Advice of Counsel. This Agreement was negotiated at arms-length with each Party receiving advice from independent legal counsel. It is the intent of the Parties that no part of this Agreement be construed against either of the Parties because of the identity of the drafter.

20. No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.

21. Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been contained in it.

22. Governing Law. This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * *

IN WITNESS WHEREOF, the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

CITY OF RICHLAND

**WASTE MANAGEMENT OF
WASHINGTON, INC.**

By: _____
Name: Cynthia D. Reents, ICMA-CM
Title: City Manager
Date: _____

By: _____
Name: Jason S. Rose
Title: Vice President
Date: _____

ATTEST

By: _____
Name: Marcia Hopkins
Title: City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

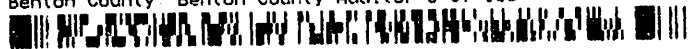
By: _____
Name: Heather Kintzley
Title: City Attorney

By: _____
Name: Andrew M. Kenefick
Title: Senior Legal Counsel

Attachment:

Exhibit A - Ordinance No. 38-15

Exhibit B – Ordinance No. 58-15



WHEN RECORDED RETURN TO:

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

PID#1-120983000001001

ORDINANCE NO. 38-15

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 15.6 acres of land located east of Dallas Road and south of I-82, providing for assumption of existing City indebtedness and amending the Official Zoning Map.

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

WHEREAS, a meeting was held October 7, 2014, between the initiating parties of this annexation and the City 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 legally described in Exhibit A attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No.151-14 further authorized and directed the Richland Planning Commission to propose and forward a recommendation to the City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, a notice of intention to annex was duly filed with the Benton County Boundary Review Board. Jurisdiction of the Boundary Review Board was not invoked within 45 days of filing, and thus the proposed annexation was deemed approved by the Boundary Review Board on February 6, 2015; and

WHEREAS, the Richland Planning Commission held a public hearing on October 22, 2014, to consider an appropriate zoning designation for the proposed annexation area; and

WHEREAS, on March 3, 2015, Council passed Resolution No. 47-15, authorizing the circulation of an annexation petition for annexation of the real property legally described in Exhibit A attached hereto; and

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

WHEREAS, the City Council held a public hearing to consider the annexation on July 7, 2015, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

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

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

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

Section 1.02 The Richland Comprehensive Plan, adopted October 6, 1997 by Ordinance No. 26-97 shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as "low density residential" under the land use map that is part of the comprehensive plan.

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

Section 1.04 Title 23 of the City of Richland Municipal Code (RMC) and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, hereby amends Sectional Map No. 59 which is one of a series of maps constituting said Official Zoning Map, bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 1.05 It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R1-12 Single Family Residential, as depicted on Exhibit B, when consideration is given to the interest of the general public.

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

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

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

PASSED by the City Council of the City of Richland on this 5th day of August, 2015.



DAVID W. ROSE
Mayor

ATTEST:



MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:



HEATHER KINTZLEY
City Attorney

Date Published: August 9, 2015

EXHIBIT A

Legal Description for Premiere Columbia Properties, LLC 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°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:

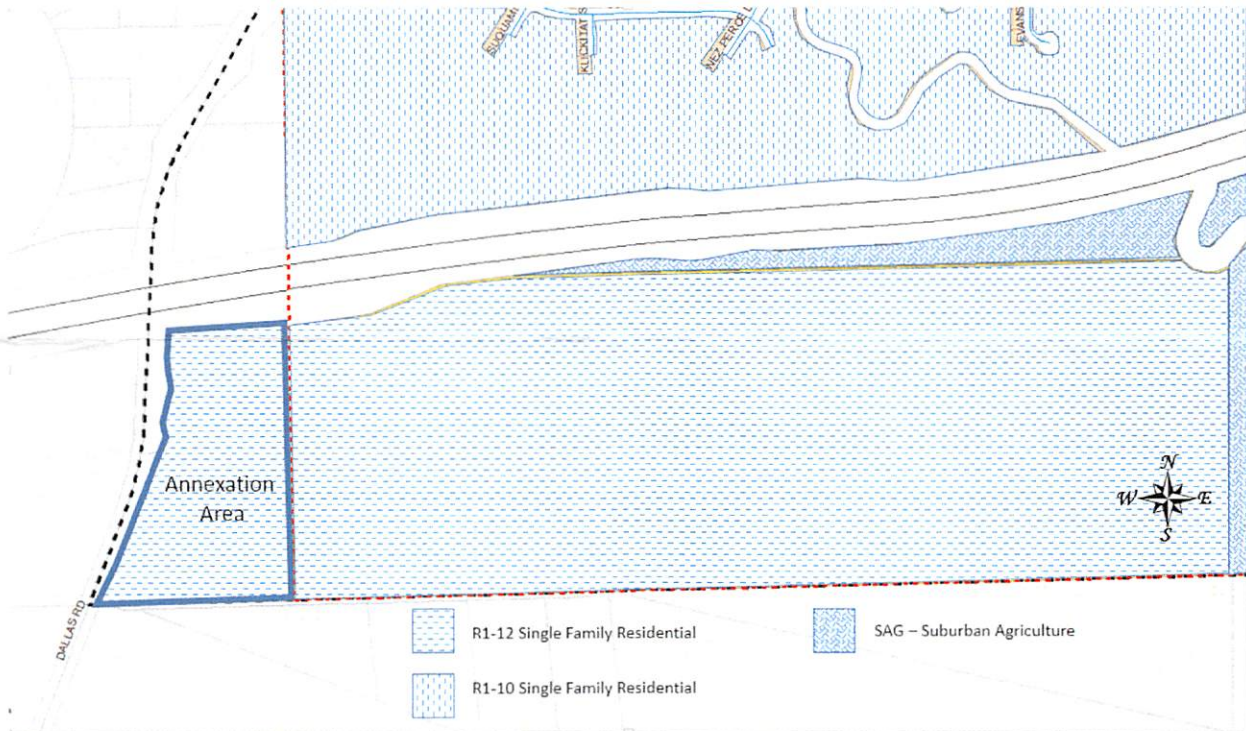
*North 21°20'20" East a distance of 0.32 feet;
North 21°18'28" East a distance of 214.22 feet;
South 68°41'32" East a distance of 15.00 feet;
North 21°18'28" East a distance of 100.00 feet;
North 21°19'12" East a distance of 410.22 feet;
North 02°23'45" East a distance of 166.33 feet;
South 87°36'15" East a distance of 10.00 feet;
North 02°23'45" East a distance of 150.00 feet;
North 87°36'15" West a distance of 10.00 feet;
North 02°23'45" East a distance of 146.00 feet to a point on the South right-of-way line of the LR line of SR 182; Thence North 86°40'09" East a distance of 500.97 feet along said South line to the East line of said subdivision; Thence South 00°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

EXHIBIT B



ZONING FOR PREMIERE COLUMBIA PROPERTIES ANNEXATION

WHEN RECORDED RETURN TO:

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

PID# 1-27982000009000

ORDINANCE NO. 58-15

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 26.3 acres of land located south of Shockley Road, east of Queensgate Drive and west of the plat of Bordeaux Grove, providing for assumption of existing City indebtedness and amending the Official Zoning Map.

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

WHEREAS, a meeting was held March 17, 2015, between the initiating parties of this annexation and the City Council of the City of Richland, at which time the Council adopted Resolution No. 54-15, accepting the notice of intention to commence annexation proceedings for the real property legally described in Exhibit A attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 54-15 further authorized and directed the Richland Planning Commission to propose and forward a recommendation to the City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, a notice of intention to annex was duly filed with the Benton County Boundary Review Board. Jurisdiction of the Boundary Review Board was not invoked within 45 days of filing, and thus the proposed annexation was deemed approved by the Boundary Review Board on June 8, 2015; and

WHEREAS, the Richland Planning Commission held a public hearing on March 25, 2015, to consider an appropriate zoning designation for the proposed annexation area; and

WHEREAS, on June 16, 2015, Council adopted Resolution No. 119-15, authorizing the circulation of an annexation petition for annexation of the real property legally described in Exhibit A attached hereto; and

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

WHEREAS, the City Council held a public hearing to consider the annexation on September 15, 2015, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

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

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

Section 1. The real property legally described in Exhibit A attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County Washington (the "Annexed Area").

Section 2. The Richland Comprehensive Plan, adopted October 6, 1997 by passage of Ordinance No. 26-97, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as "low density residential" under the land use map that is part of the comprehensive plan.

Section 3. The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 4. Title 23 of the City of Richland Municipal Code (RMC) and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, hereby amends Sectional Map Nos. 47 and 60 which is one of a series of maps constituting said Official Zoning Map, bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 5. It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R1-10 Single Family Residential, as depicted on Exhibit B, when consideration is given to the interest of the general public.

Section 6. The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington a copy of this ordinance and shall attach the amended sectional map as necessary and an amended Annexation map, duly certified by the Clerk as a true copy.

Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that complies with the City's Solid Waste Management Plan.

Section 8. This ordinance shall be effective immediately following the day after its publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland on this 6th day of October, 2015.



DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:



MARCIA HOPKINS
City Clerk



HEATHER KINTZLEY
City Attorney

Date Published: October 11, 2015

EXHIBIT A

Legal Description for Whitfield Annexation

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 EAST LATERAL OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28. LESS THE WEST 465 FEET THEREOF: LESS THAT PORTION DEFINED AS FOLLOWS: THE NORTH 295 FEET OF THE EAST 283' OF THE WEST 748' (FOOTAGE CORRECTED 2/3/69& 8/25/69), AS MEASURED PARALLEL WITH THE NORTH AND WEST LINES OF THE NORTHWEST QUARTER NORTHWEST QUARTER, EXCEPT ROAD RIGHT OF WAY: ALSO LESS THE EAST 283 FEET OF THE WEST 748 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AS MEASURED PARALLEL TO THE WEST LINE OF SAID SUBDIVISION, LYING NORTH OF THE BADGER EAST LATERAL CANAL KENNEWICK DIVISION YAKIMA RECLAMATION PROJECT, EXCEPT THE NORTH 295 FEET THEREOF RESERVING TO GRANTOR AND ASSIGNS AND EASEMENT FOR INGRESS AND EGRESS OVER A STRIP ETC. LESS PORTION BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION WHICH IS SOUTH 89°52'30" EAST 748 FEET FROM THE NORTHWEST CORNER THEREOF. THENCE SOUTH 1° 25' WEST PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION 1060.50 FEET. THENCE NORTH 38° 25' EAST 276 FEET. THENCE NORTH 57° 07' EAST 166.10 FEET. THENCE NORTH 39° 02' EAST 293.80 FEET. THENCE NORTH 1° 31'25" EAST 524.63 FEET TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION. THENCE NORTH 89° 52'30" WEST ALONG SAID NORTH LINE 483.75 FEET TO THE POINT OF BEGINNING; EXCEPT THE NORTH 10 FEET THEREOF: TOGETHER WITH EASEMENT. ALSO THAT PORTION OF THE SOUTH 10 FEET OF THE NORTH 20 FEET OF THE NORTHWEST QUARTER LYING EAST OF PARCEL A, TOGETHER WITH EASEMENTS LESS ALL THAT PORTION OF NORTHWEST QUARTER LYING EAST & NORTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE WESTERLY ALONG THE NORTH LINE THEREOF 25.43 FEET TO THE TRUE POINT OF BEGINNING OF SAID DESCRIBED LINE. THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER NORTHWEST QUARTER, 571.10 FEET. THENCE SOUTHEASTERLY IN A STRAIGHT LINE 1676.39 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 1020.65 FEET NORTH OF THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER AND TERMINUS OF SAID DESCRIBED LINE: ALSO THE SOUTH 10 FEET OF NORTH 30 FEET OF THE NORTHEAST NORTHWEST AND THE SOUTH 10 FEET OF THE NORTH 30 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER LYING EAST OF A POINT 1291.5 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER. N P CONT #W-10936: AGREEMENT 6/3/70: SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD 10/30/70, 1/16/80: TOGETHER WITH EASEMENTS 11/19/70: MINERAL RIGHTS RESERVED: PUD EASEMENT 4/23/58. EXCEPT A PORTION OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: A PORTION OF PARCEL "B" AS DESCRIBED IN AN INDENTURE DOCUMENT RECORDERD UNDER AUDITOR'S FILE NUMBER 86-5404, RECORDS OF BENTON COUNTY WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION WHICH IS SOUTH 89° 52' 30" EAST 1231.75 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH 01° 31' 25" WEST 20.01 FEET LEAVING SAID NORTH LINE ALONG THE WEST LINE OF SAID PARCEL "B" AND THE EAST LINE OF PARCEL "A" AS DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 680225, RECORDS OF BENTON COUNTY WASHINGTON, TO THE NORTHWEST CORNER OF SAID PARCEL "B" AND THE TRUE POINT OF BEGINNING;

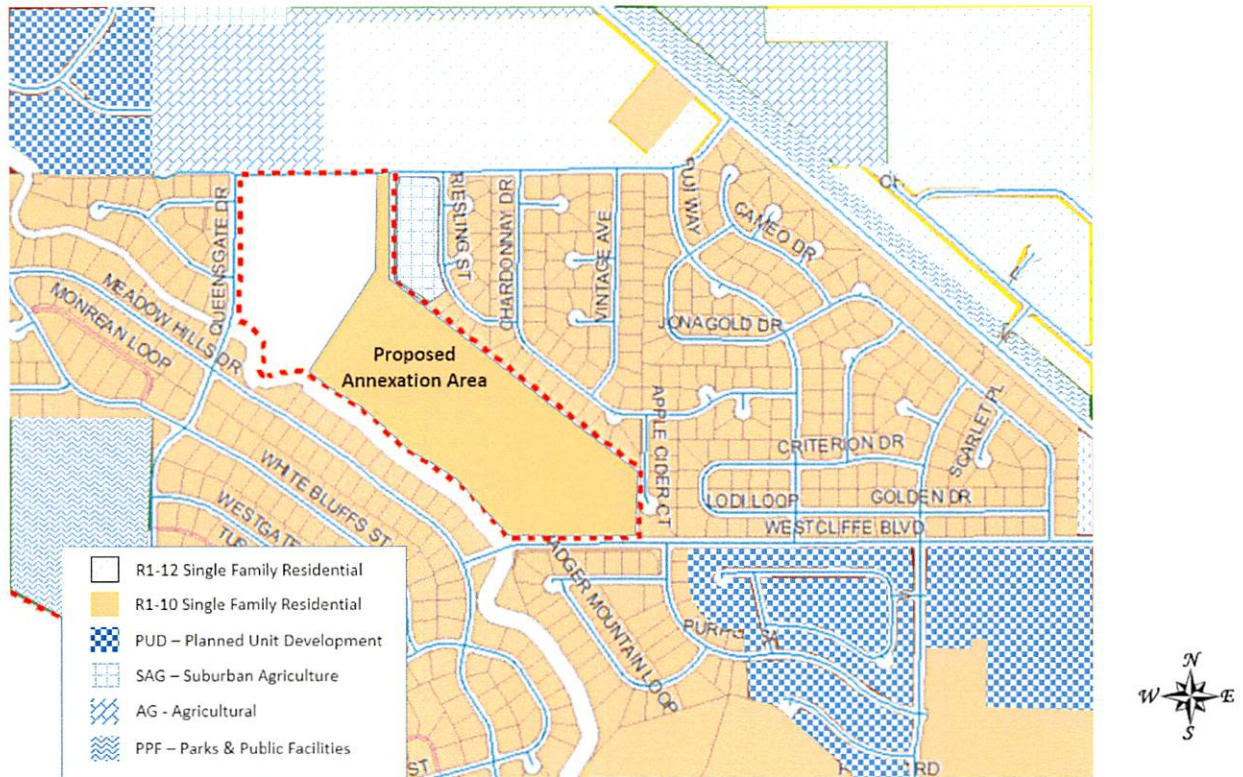
THENCE CONTINUING SOUTH 01° 31' 25" WEST 10.00 FEET ALONG SAID EAST AND WEST LINES; THENCE LEAVING SAID EAST AND WEST LINES SOUTH 89° 52' 30" EAST 60.02 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL "B"; THENCE NORTH 01° 31' 25" EAST 10 FEET ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL "B"; THENCE NORTH 89° 52' 30" WEST 60.02 FEET ALONG THE NORTH LINE OF SAID PARCEL "B" BACK TO THE TRUE POINT OF BEGINNING. CONTAINS APPROXIMATELY 600.2 SQUARE FEET. BOUNDARY LINE ADJUSTMENT PER QUIT CLAIM DEED AUDITORS FILE #2003-013623 DATED 3/26/2003. SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD 3/26/03.

Contains 26.38 acres more or less.

*This description includes the following **County Parcel Identification Number:***

1-27982000009000

EXHIBIT B



ZONING FOR WHITFIELD ANNEXATION



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 23-16, Authorizing the Execution of a Solid Waste Collection Agreement with Basin Disposal, Inc. & Ed's Disposal, Inc. for the Premiere Columbia Properties, LLC & Whitfield Annexations

Department:
Public Works

Ordinance/Resolution Number:
23-16

Document Type:
Resolution

Recommended Motion:

Approve Resolution No. 23-16, authorizing execution of a Solid Waste Collection Agreement with Ed's Disposal, Inc. and Basin Disposal, Inc. for properties within the Premiere Columbia Properties and Whitfield Annexations.

Summary:

Washington State, through the Utilities and Transportation Commission (WUTC), regulates solid waste collection services. WUTC oversees the terms and rates for services delivered within geographic permit boundaries. For most of Washington State, private-sector solid waste collection companies hold WUTC permits and deliver services. Washington State law empowers Cities to assume authority over solid waste collection services within their boundaries. The Cities' authority can be exercised by providing services as a municipal operation, as Richland does, or by contracting.

An annexation by a city brings property once under the authority of the WUTC's process under the city's authority. To address the potential disruption to a solid waste collection companies' business State law requires that cities completing annexations contract with the WUTC permit holders for a period of at least seven years. Current best practice is to extend this minimum contracting period to ten years because the extension enables a release of all damage claims by the collection companies.

Two annexations in 2015 added property to the City that is included in WUTC permits held by Ed's Disposal, Inc. and Basin Disposal, Inc. The proposed agreement enables Ed's Disposal, Inc. and Basin Disposal, Inc. to continue to operate under the terms of their WUTC permit until December 31, 2025, after which the City may choose how services are provided to these properties. The reason a single agreement was prepared for the two companies is that they have common ownership. The proposed agreement follows a template negotiated and implemented over the past several years. Staff recommends approval.

Fiscal Impact:
Yes

There will be virtually no fiscal impact in the near term related to this agreement. If land development occurs within these annexed properties the resulting solid waste services will generate utility tax revenues, paid by Ed's Disposal, Inc. and Basin Disposal, Inc., to the general fund. In addition, the agreement allows the City's Solid Waste Utility to collect a surcharge from Ed's and Basin customers in these annexations to support the customer's use of the City's landfill at City resident rates.

Attachments:

1. Resolution No. 23-16
2. Solid Waste Collection Agreement - Ed's and Basin

RESOLUTION NO. 23-16

A RESOLUTION of the City of Richland authorizing the execution of a Solid Waste Collection Agreement with Basin Disposal, Inc. and Ed's Disposal, Inc. for the Premiere Columbia Properties and Whitfield Annexations.

WHEREAS, by Ordinance No. 38-15, dated August 5, 2015, the City annexed property known as the Premiere Columbia Properties Annexation; and

WHEREAS, by Ordinance No. 58-15, dated October 6, 2015, the City annexed property known as the Whitfield Annexation; and

WHEREAS, Basin Disposal, Inc. holds Certificate No. G-118 issued by the Washington State Utilities and Transportation Commission (WUTC) for the collection of solid waste in certain areas, including the property included in the Premiere Columbia Properties and Whitfield Annexations; and

WHEREAS, Ed's Disposal, Inc. holds Certificate No. G-110 issued by the Washington State Utilities and Transportation Commission (WUTC) for the collection of solid waste in certain areas, including the property included in the Premiere Columbia Properties and Whitfield Annexations; and

WHEREAS, under RCW 35.13.280, the WUTC regulates the collection of solid waste within the Premiere Columbia Properties and Whitfield Annexations until such time as the City notifies the WUTC, in writing, of its decision to contract for solid waste collection or provide solid waste collection itself pursuant to RCW 81.77.020; and

WHEREAS, the City has given written notice to the WUTC of its intention to collect solid waste in the Premiere Columbia Properties and Whitfield Annexations; and

WHEREAS, RCW 35.13.280 requires the City to grant to Basin Disposal, Inc. and Ed's Disposal, Inc. a franchise for collection of solid waste in the Premiere Columbia Properties and Whitfield Annexations for a term of not less than seven years; and

WHEREAS, the proposed Solid Waste Collection Agreement with Basin Disposal, Inc. and Ed's Disposal grants a franchise for a ten-year term to comply with RCW 35.13.280 and resolve any potential claim against the City for damages; and

WHEREAS, the proposed agreement requires Basin Disposal, Inc. and Ed's Disposal to pay City Utility Occupation Tax and such other fees as required by the municipal code; and

WHEREAS, the proposed agreement includes a transition planning process that will allow the City to evaluate the best path forward for its residents at the expiration of the ten-year agreement term.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute the Solid Waste Collection Agreement with Basin Disposal, Inc. and Ed's Disposal for customers within the Premiere Columbia Properties and Whitfield Annexations.

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 19th day of January, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

**SOLID WASTE COLLECTION AGREEMENT
(Annexation Transition RCW 35.13.280)**

Premiere Columbia Properties Annexation & Whitfield Annexation

This SOLID WASTE COLLECTION AGREEMENT (“Agreement”) is made and entered into between BASIN DISPOSAL, INC. (“BDI”) and ED’S DISPOSAL, INC. (“ED’s”) and the CITY OF RICHLAND, WASHINGTON (“City”). The parties shall be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This Agreement shall be effective upon the date that all Parties have executed this Agreement (the “Effective Date”), as evidenced by the signatures below. The Parties agree as follows.

RECITALS

WHEREAS by Ordinance No. 38-15, dated August 5, 2015 (the “Ordinance”) and attached hereto as **Exhibit A**, the City has annexed certain territory identified in the Ordinance and commonly referred to as the Premiere Columbia Properties Annexation;

WHEREAS by Ordinance No. 58-15, dated October 6, 2015 (the “Ordinance”) and attached hereto as **Exhibit B**, the City has annexed certain territory identified in the Ordinance and commonly referred to as the Whitfield Annexation;

WHEREAS the Premier Columbia Properties Annexation and the Whitfield Annexation are referred to herein as the “Annexed Territories”;

WHEREAS BDI hold Certificate No. G-118 issued by the WUTC for the collection of solid waste in certain areas of Washington State, including within Benton County and in the Annexed Territories;

WHEREAS Ed’s holds Certificate No. G-110 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territories;

WHEREAS Waste Management of Washington, Inc. (“WMW”) holds Certificate No. G-237 issued by the Washington Utilities and Transportation Commission (“WUTC”) for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territories;

WHEREAS under RCW 35.13.280, the WUTC regulates the collection of solid waste within the Annexed Territories until such time as the City notifies the WUTC, in writing, of its decision to contract for solid waste collection or provide solid waste collection itself pursuant to RCW 81.77.020;

WHEREAS the City has given notice under RCW 35.13.280 to the WUTC and the City intends to undertake the collection of municipal solid waste (“MSW”), as defined in WAC 173-350-100, from residents and businesses within the Annexed Territories, and is therefore required

by RCW 35.13.280 to grant to BDI and Ed's a franchise for the collection of MSW in the Annexed Territories for a term of not less than SEVEN (7) years;

WHEREAS in addition to the requirement to grant to BDI and ED's a seven-year franchise for the collection of MSW in the Annexed Territories, RCW 35.13.280 also grants to BDI and Ed's a right of action to recover any measurable damages resulting from the City's decision to contract for MSW collection or provide MSW collection itself;

WHEREAS the City and BDI and Ed's agree to satisfy the requirements of RCW 35.13.280, including the requirement to grant a seven year franchise and the waiver of any claims for measureable damages, by entering into this Agreement to grant to BDI and Ed's the exclusive right (shared with WMW in overlapping territory) to collect MSW from residential, commercial and industrial customers within the Annexed Territories during the Transition Period (as defined herein);

WHEREAS the Parties wish to enter into this Agreement setting forth the terms and conditions governing BDI and Ed's MSW collection within the Annexed Territories during the Transition Period;

TERMS AND CONDITIONS

1. The "Transition Period". The Parties agree that the "Transition Period" shall commence on the Effective Date and shall terminate on **December 26, 2025**, unless extended by written agreement of the Parties. The Parties agree and acknowledge that the Transition Period is longer than the seven-year franchise period required under RCW 35.13.280 in order to compensate BDI and Ed's for any and all measurable damages BDI and Ed's has incurred as a result of the annexation and cancellation of their MSW collection business within the Annexed Territories.

2. Grant of Exclusive Franchise. Except with respect to WMW (as discussed in Section 3 below), the City hereby grants to BDI and Ed's the exclusive right and obligation to collect MSW from residential and commercial customers within the Annexed Territories during the Transition Period (hereinafter the "Collection Services"). During the Transition Period, the City agrees that, it shall not contract for Collection Services or itself provide Collection Services within the Annexed Territories.

3. Non-Exclusivity re WMW. Notwithstanding any other provision in this Agreement, the Parties agree that nothing in this Agreement, including the grant of an exclusive franchise for the Annexed Territories, shall interfere with the existing rights of WMW, under RCW 35.13.280, to provide Collection Services within the Annexed Territories.

4. Rates and Compensation. BDI and Ed's shall be compensated for the Collection Services hereunder by charging their residential, commercial and industrial customers within the Annexed Territories the same rates and charges authorized under the tariffs approved by the WUTC for BDI and Ed's customer's located within Ed's Certificates G-118 and G-110 service territory in Benton County (the "WUTC Tariffs"), subject to the following adjustments, which shall be independent of WUTC tariff jurisdiction:

4.1. BDI and Ed's shall increase the rates and charges to include any taxes, fees, or charges applicable to Ed's Collection Services within the Annexed Territories that are not otherwise included within the WUTC Tariffs; and

4.2. BDI and Ed's shall decrease the rates and charges to exclude any taxes, fees, or charges that are included in the WUTC Tariffs, but are not applicable to Ed's Collection Services within the Annexed Territories.

5. Notification of Taxes, Fees, and Other Charges. If, as a result of the City's annexation of the Annexed Territories, the City imposes any taxes, fees, or charges on BDI and Ed's Collection Services within the Annexed Territories, the City shall notify BDI and Ed's a minimum of THIRTY (30) days before the taking effect of such taxes, fees, or other charges.

6. Revisions to WUTC Tariffs. Nothing in this Agreement is intended to restrict or prohibit BDI and Ed's from seeking approval from the WUTC for new and/or revised WUTC Tariffs applicable to MSW collection within their Certificate Nos. G-118 and G-110 territory in Benton County. In the event that the WUTC approves revisions to BDI and Ed's WUTC Tariffs, BDI and Ed's shall similarly adjust the rates and charges applicable to the Collection Services within the Annexed Territories.

7. Additional Services. If the City elects to offer additional solid waste collection services to residential and commercial customers within the Annexed Territories, the City shall notify BDI and Ed's in writing of the additional services requested, and BDI and Ed's shall have the right to provide such additional services during the Transition Period. If BDI and Ed's elect to provide such additional services, BDI and Ed's shall notify the City in writing within THIRTY (30) days of receipt of the City's notice and shall offer such services either

7.1. consistent with the rates under its WUTC Tariff; or

7.2. if BDI and Ed's do not offer similar services under their WUTC Tariffs, pursuant to written agreement between the Parties.

If BDI and Ed's either (a) notify the City in writing of its decision not to provide such additional services, or (b) fail to notify the City in writing within THIRTY (30) days of receipt of the City's notice, the City may contract for those Additional Services or provide those services itself within the Annexed Territories

8. Billing. BDI and Ed's shall be responsible for billing their residential, commercial and industrial customers within the Annexed Territories for the Collection Services. BDI and Ed's shall invoice their customers generally consistent with the WUTC procedures in WAC 480-70-396 through WAC 480-70-416.

9. Delinquent Accounts and Refusal of Service. BDI and Ed's shall have and retain all rights authorized by law to collect delinquent accounts (as defined WAC 480-70-396), including, but not limited to, the right to cancel Collection Services for any of the reasons under WAC 480-70-376(1). BDI and Ed's shall have and retain all rights authorized by law to refuse or cancel service to a customer, including the right to refuse or cancel service for any reason under WAC 480-70-366(2).

10. Collection Service Requirements. Except as otherwise stated herein or unless inconsistent with any provision herein, BDI and Ed's shall provide the Collection Services consistent with the requirements of Chapter 480-70 WAC and BDI and Ed's WUTC Tariffs.

11. Transition of BDI and Ed's Collection Services to City. After the end of the Transition Period:

11.1. the City shall assume full responsibility for MSW collection within the Annexed Territories as authorized under RCW 81.77.020, either by contracting for MSW collection or providing MSW collection itself;

11.2. unless otherwise agreed to in writing by the Parties, BDI and Ed's shall have no further obligation or right under this Agreement to provide the Collection Services within the Annexed Territories;

11.3. BDI and Ed's acknowledge that by entering into this franchise, they intend to waive all claims under RCW 35.13.280, including those for measurable damages which waiver shall be fully effective immediately after the expiration of the transition period.

Upon request of the City, the Parties shall meet prior to the end of the Transition Period to plan for the transition of the Collection Services within the Annexed Territories. BDI and Ed's shall cooperate with the City by providing all reasonably necessary information required by the City to allow for an orderly transition of the Collection Services from BDI and Ed's to the City or its contractor. Such information shall include service account addresses, billing addresses, current service levels, frequency and types of services, customer container sizes, and other similar information requested by the City and reasonably necessary to the transition of service.

12. Required Notices to WUTC. The City shall be responsible for submitting any and all notices to the WUTC of its decision to annex an area pursuant to RCW 81.77.020, and commence services as described in the No. 1 above. As required by WAC 480-70-141(3), BDI and Ed's shall be responsible for notifying the WUTC that BDI and Ed's and the City have entered into this Agreement, including submission of this executed Agreement to the WUTC.

13. Cooperation in Execution of Documents. The Parties agree to cooperate in preparing, executing, and delivering any and all additional documents that may be necessary to render this Agreement legally and practically effective, provided, however, that this provision shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

14. Force Majeure. If any Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a Party shall not be excused from performance under this Agreement for events relating to

increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Services hereunder.

15. Successors and Assigns. No Party shall assign this Agreement without the prior written consent of the other Party, except that BDI and Ed's may assign this Agreement to any subsidiary, parent, sister or affiliated company without the other Party's consent. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

16. Notice. Any notice required or permitted hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address shown below:

If to		If to	
BDI and		City:	City of Richland
Ed's:	<u>Basin Disposal Inc.</u>		<u>505 Swift Boulevard, MS-26</u>
	<u>PO Box 3850</u>		<u>Richland, Washington 99352</u>
	<u>Pasco, WA 99302-3850</u>		<u>Pete Rogalsky, Public Works</u>
Attention:	<u>Darrick Dietrich, President</u>	Attention:	<u>Director</u>

17. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Agreement may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all the Parties.

18. Advice of Counsel/Full Understanding. This Agreement was negotiated at arms-length with each Party receiving advice from independent legal counsel. It is the intent of the Parties that no part of this Agreement be construed against either of the Parties because of the identity of the drafter. Moreover, the parties each acknowledge, represent and agree that they have read this Agreement; that they fully understand the terms thereof; that they have been fully advised by their independent legal counsel, accountants and other advisors with respect thereto.

19. No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.

20. Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been contained in it.

21. Alternative Dispute Resolution/Legal Fees. Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding breach, termination or invalidity thereof shall be resolved by mediation or arbitration in Pasco or Richland, Washington in accordance with the American Arbitration Association or Judicial Dispute

Resolution rules which are deemed to be incorporated by reference in this clause. The maximum number of arbitrators shall be one in any claim, suit, action or other proceeding relating in any way to this Agreement or any claims arising out of this Agreement, except as otherwise ordered or agreed to by the parties. Other than mediation costs, in the event any arbitration or legal action is taken by either party against the other to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party of such action shall pay to the prevailing party therein all court costs, reasonable attorney's fees and expenses incurred by the prevailing party.

22. Governing Law. This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. Authority. The Parties each represent and warrant that they have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement. All persons executing this Agreement in representative capacities represent and warrant that they have full power and authority to bind their respective corporation.

25. No Admission of Liability. This Agreement does not constitute and shall not be construed as an admission of liability, fault or responsibility on the part of any of the Parties.

26. Binding Effect; Assignability. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective officers, employees and agents, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns.

27. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or in violation of any statute, rule, regulation or common law such provision shall be considered null and void, with the remaining provisions remaining viable and in effect. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement, and the releases provided for above, are each necessary to this Agreement; without any of these, the Parties would not enter this Agreement.

28. Headings Not Controlling. The paragraph headings included herein are for reference only and are not parts of this Agreement. The headings shall not control or alter the meaning of this Agreement as set forth in the text.

29. Equal Participation in Drafting. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party based upon a claim that that party drafted the ambiguous language.

30. Waiver. Any of the terms or conditions of this Agreement may be waived, but only by a written notice signed by the Party waiving such terms or conditions. A waiver or any breach of, or failure to enforce, any of the terms or conditions of this Agreement shall not in any way affect, limit or waive a party's rights to enforce compliance thereafter with each and every term and condition of this Agreement.

31. Agreement Not Legal Precedent. The Parties acknowledge and agree that this Agreement is not intended to constitute legal precedent in any future dispute or litigation regarding any unrelated matter involving the Parties or any other municipality, government entity or third party related to any damages that may result from the annexation of territories for which a solid waste collection company has previously been granted operating authority by the Washington Utilities and Transportation Commission.

IN WITNESS WHEREOF, the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

CITY OF RICHLAND

BDI and ED's DISPOSAL, INC.

By: _____
Name: Cynthia D. Reents, ICMA-CM
Title: City Manager
Date: _____

By: _____
Name: Darrick Dietrich
Title: President
Date: _____

ATTEST

By: _____
Name: Marcia Hopkins
Title: City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

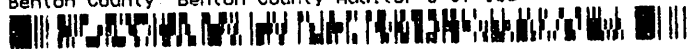
By: _____
Name: Heather Kintzley
Title: City Attorney

By: _____
Name: David W. Wiley
Title: _____

Attachment:

Exhibit A – Ordinance No. 38-15

Exhibit B – Ordinance No. 58-15



WHEN RECORDED RETURN TO:

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

PID#1-120983000001001

ORDINANCE NO. 38-15

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 15.6 acres of land located east of Dallas Road and south of I-82, providing for assumption of existing City indebtedness and amending the Official Zoning Map.

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

WHEREAS, a meeting was held October 7, 2014, between the initiating parties of this annexation and the City 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 legally described in Exhibit A attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No.151-14 further authorized and directed the Richland Planning Commission to propose and forward a recommendation to the City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, a notice of intention to annex was duly filed with the Benton County Boundary Review Board. Jurisdiction of the Boundary Review Board was not invoked within 45 days of filing, and thus the proposed annexation was deemed approved by the Boundary Review Board on February 6, 2015; and

WHEREAS, the Richland Planning Commission held a public hearing on October 22, 2014, to consider an appropriate zoning designation for the proposed annexation area; and

WHEREAS, on March 3, 2015, Council passed Resolution No. 47-15, authorizing the circulation of an annexation petition for annexation of the real property legally described in Exhibit A attached hereto; and

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

WHEREAS, the City Council held a public hearing to consider the annexation on July 7, 2015, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

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

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

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

Section 1.02 The Richland Comprehensive Plan, adopted October 6, 1997 by Ordinance No. 26-97 shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as "low density residential" under the land use map that is part of the comprehensive plan.

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

Section 1.04 Title 23 of the City of Richland Municipal Code (RMC) and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, hereby amends Sectional Map No. 59 which is one of a series of maps constituting said Official Zoning Map, bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

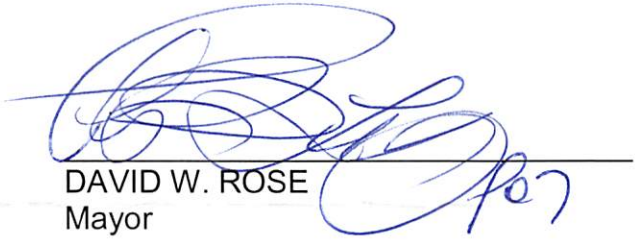
Section 1.05 It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R1-12 Single Family Residential, as depicted on Exhibit B, when consideration is given to the interest of the general public.

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

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

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

PASSED by the City Council of the City of Richland on this 5th day of August, 2015.



DAVID W. ROSE
Mayor

ATTEST:



MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:



HEATHER KINTZLEY
City Attorney

Date Published: August 9, 2015

EXHIBIT A

Legal Description for Premiere Columbia Properties, LLC 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°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:

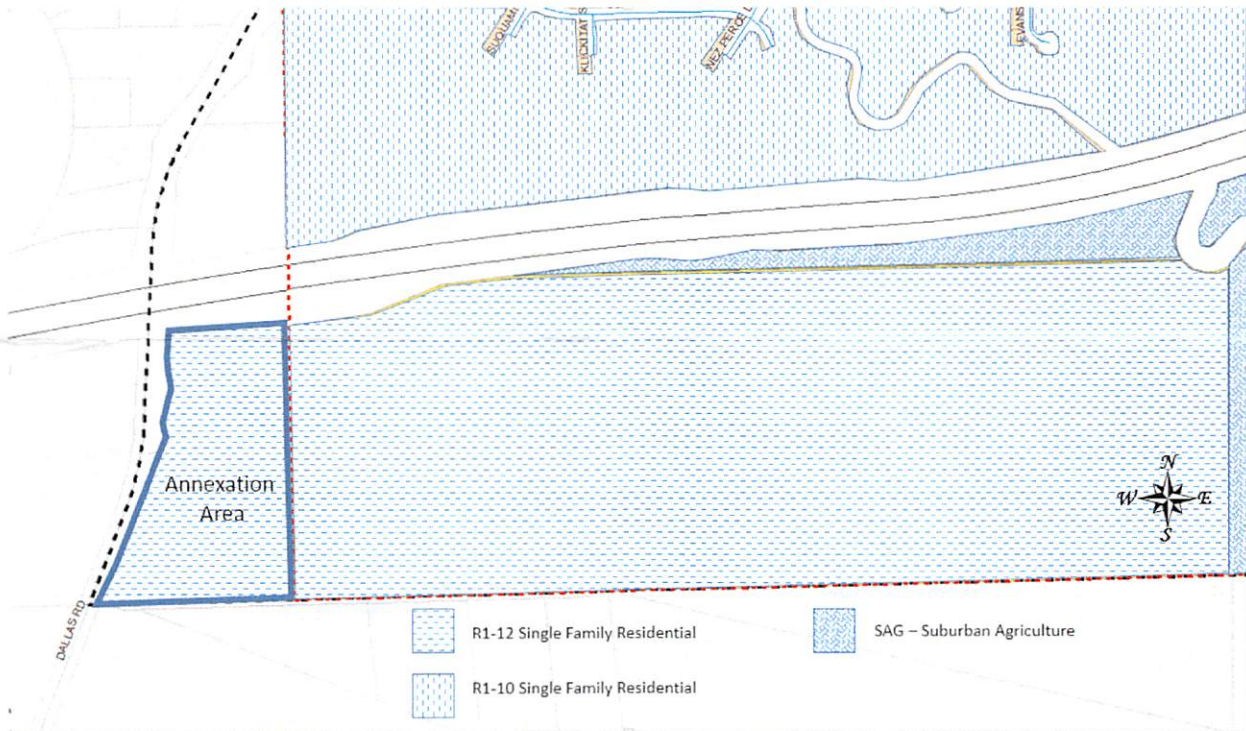
*North 21°20'20" East a distance of 0.32 feet;
North 21°18'28" East a distance of 214.22 feet;
South 68°41'32" East a distance of 15.00 feet;
North 21°18'28" East a distance of 100.00 feet;
North 21°19'12" East a distance of 410.22 feet;
North 02°23'45" East a distance of 166.33 feet;
South 87°36'15" East a distance of 10.00 feet;
North 02°23'45" East a distance of 150.00 feet;
North 87°36'15" West a distance of 10.00 feet;
North 02°23'45" East a distance of 146.00 feet to a point on the South right-of-way line of the LR line of SR 182; Thence North 86°40'09" East a distance of 500.97 feet along said South line to the East line of said subdivision; Thence South 00°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

EXHIBIT B



ZONING FOR PREMIERE COLUMBIA PROPERTIES ANNEXATION

WHEN RECORDED RETURN TO:

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

PID# 1-27982000009000

ORDINANCE NO. 58-15

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 26.3 acres of land located south of Shockley Road, east of Queensgate Drive and west of the plat of Bordeaux Grove, providing for assumption of existing City indebtedness and amending the Official Zoning Map.

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

WHEREAS, a meeting was held March 17, 2015, between the initiating parties of this annexation and the City Council of the City of Richland, at which time the Council adopted Resolution No. 54-15, accepting the notice of intention to commence annexation proceedings for the real property legally described in Exhibit A attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 54-15 further authorized and directed the Richland Planning Commission to propose and forward a recommendation to the City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, a notice of intention to annex was duly filed with the Benton County Boundary Review Board. Jurisdiction of the Boundary Review Board was not invoked within 45 days of filing, and thus the proposed annexation was deemed approved by the Boundary Review Board on June 8, 2015; and

WHEREAS, the Richland Planning Commission held a public hearing on March 25, 2015, to consider an appropriate zoning designation for the proposed annexation area; and

WHEREAS, on June 16, 2015, Council adopted Resolution No. 119-15, authorizing the circulation of an annexation petition for annexation of the real property legally described in Exhibit A attached hereto; and

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

WHEREAS, the City Council held a public hearing to consider the annexation on September 15, 2015, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

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

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

Section 1. The real property legally described in Exhibit A attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County Washington (the "Annexed Area").

Section 2. The Richland Comprehensive Plan, adopted October 6, 1997 by passage of Ordinance No. 26-97, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as "low density residential" under the land use map that is part of the comprehensive plan.

Section 3. The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 4. Title 23 of the City of Richland Municipal Code (RMC) and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, hereby amends Sectional Map Nos. 47 and 60 which is one of a series of maps constituting said Official Zoning Map, bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 5. It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R1-10 Single Family Residential, as depicted on Exhibit B, when consideration is given to the interest of the general public.

Section 6. The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington a copy of this ordinance and shall attach the amended sectional map as necessary and an amended Annexation map, duly certified by the Clerk as a true copy.

Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that complies with the City's Solid Waste Management Plan.

Section 8. This ordinance shall be effective immediately following the day after its publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland on this 6th day of October, 2015.



DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:



MARCIA HOPKINS
City Clerk



HEATHER KINTZLEY
City Attorney

Date Published: October 11, 2015

EXHIBIT A

Legal Description for Whitfield Annexation

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 EAST LATERAL OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28. LESS THE WEST 465 FEET THEREOF: LESS THAT PORTION DEFINED AS FOLLOWS: THE NORTH 295 FEET OF THE EAST 283' OF THE WEST 748' (FOOTAGE CORRECTED 2/3/69& 8/25/69), AS MEASURED PARALLEL WITH THE NORTH AND WEST LINES OF THE NORTHWEST QUARTER NORTHWEST QUARTER, EXCEPT ROAD RIGHT OF WAY: ALSO LESS THE EAST 283 FEET OF THE WEST 748 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AS MEASURED PARALLEL TO THE WEST LINE OF SAID SUBDIVISION, LYING NORTH OF THE BADGER EAST LATERAL CANAL KENNEWICK DIVISION YAKIMA RECLAMATION PROJECT, EXCEPT THE NORTH 295 FEET THEREOF RESERVING TO GRANTOR AND ASSIGNS AND EASEMENT FOR INGRESS AND EGRESS OVER A STRIP ETC. LESS PORTION BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION WHICH IS SOUTH 89°52'30" EAST 748 FEET FROM THE NORTHWEST CORNER THEREOF. THENCE SOUTH 1° 25' WEST PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION 1060.50 FEET. THENCE NORTH 38° 25' EAST 276 FEET. THENCE NORTH 57° 07' EAST 166.10 FEET. THENCE NORTH 39° 02' EAST 293.80 FEET. THENCE NORTH 1° 31'25" EAST 524.63 FEET TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION. THENCE NORTH 89° 52'30" WEST ALONG SAID NORTH LINE 483.75 FEET TO THE POINT OF BEGINNING; EXCEPT THE NORTH 10 FEET THEREOF: TOGETHER WITH EASEMENT. ALSO THAT PORTION OF THE SOUTH 10 FEET OF THE NORTH 20 FEET OF THE NORTHWEST QUARTER LYING EAST OF PARCEL A, TOGETHER WITH EASEMENTS LESS ALL THAT PORTION OF NORTHWEST QUARTER LYING EAST & NORTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE WESTERLY ALONG THE NORTH LINE THEREOF 25.43 FEET TO THE TRUE POINT OF BEGINNING OF SAID DESCRIBED LINE. THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER NORTHWEST QUARTER, 571.10 FEET. THENCE SOUTHEASTERLY IN A STRAIGHT LINE 1676.39 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 1020.65 FEET NORTH OF THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER AND TERMINUS OF SAID DESCRIBED LINE: ALSO THE SOUTH 10 FEET OF NORTH 30 FEET OF THE NORTHEAST NORTHWEST AND THE SOUTH 10 FEET OF THE NORTH 30 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER LYING EAST OF A POINT 1291.5 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER. N P CONT #W-10936: AGREEMENT 6/3/70: SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD 10/30/70, 1/16/80: TOGETHER WITH EASEMENTS 11/19/70: MINERAL RIGHTS RESERVED: PUD EASEMENT 4/23/58. EXCEPT A PORTION OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: A PORTION OF PARCEL "B" AS DESCRIBED IN AN INDENTURE DOCUMENT RECORDERD UNDER AUDITOR'S FILE NUMBER 86-5404, RECORDS OF BENTON COUNTY WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION WHICH IS SOUTH 89° 52' 30" EAST 1231.75 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH 01° 31' 25" WEST 20.01 FEET LEAVING SAID NORTH LINE ALONG THE WEST LINE OF SAID PARCEL "B" AND THE EAST LINE OF PARCEL "A" AS DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 680225, RECORDS OF BENTON COUNTY WASHINGTON, TO THE NORTHWEST CORNER OF SAID PARCEL "B" AND THE TRUE POINT OF BEGINNING;

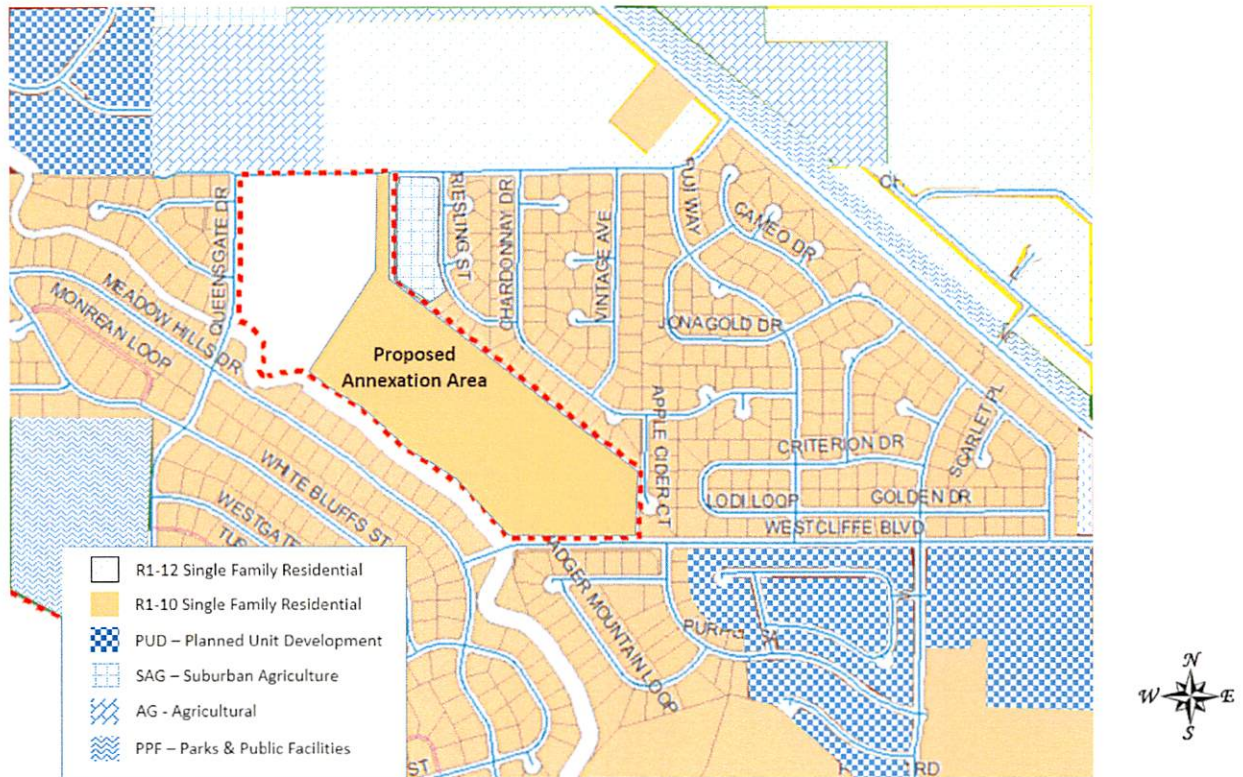
THENCE CONTINUING SOUTH 01° 31' 25" WEST 10.00 FEET ALONG SAID EAST AND WEST LINES; THENCE LEAVING SAID EAST AND WEST LINES SOUTH 89° 52' 30" EAST 60.02 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL "B"; THENCE NORTH 01° 31' 25" EAST 10 FEET ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL "B"; THENCE NORTH 89° 52' 30" WEST 60.02 FEET ALONG THE NORTH LINE OF SAID PARCEL "B" BACK TO THE TRUE POINT OF BEGINNING. CONTAINS APPROXIMATELY 600.2 SQUARE FEET. BOUNDARY LINE ADJUSTMENT PER QUIT CLAIM DEED AUDITORS FILE #2003-013623 DATED 3/26/2003. SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD 3/26/03.

Contains 26.38 acres more or less.

*This description includes the following **County Parcel Identification Number:***

1-27982000009000

EXHIBIT B



ZONING FOR WHITFIELD ANNEXATION



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 24-16, Authorizing Execution of Interlocal Agreement with the City of West Richland for Water and Sewer Services to Properties at Keene Road and Kennedy Road

Department:
Public Works

Ordinance/Resolution Number:
24-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 24-16, authorizing the City Manager to sign and execute an interlocal agreement with the City of West Richland for water and sewer services to properties at Keene Road and Kennedy Road.

Summary:

The municipal boundary with West Richland, in the vicinity of Keene Road, was set by annexation in the late 1970's. In 2005 the City of West Richland, with support from the City of Richland, realigned Keene Road and Kennedy Road near this municipal boundary. The street realignment resulted in parcels located within West Richland at the intersection of Keene Road and Kennedy Road. Richland water pipelines were present in both streets to support nearby existing development whereas West Richland pipelines were somewhat remote. Since the street realignment project the property owner of several of the parcels has extended Richland sewer pipelines to the intersection to support development of his properties.

The City of West Richland has received development proposals for several of the parcels at the intersection and has requested utility services from Richland. Staff supports this request because it accomplishes services without costly duplication by the cities, it will result in retail services being available to nearby Richland residents, it will have a negligible impact to Richland utility capacities, and it will provide revenues to Richland's water and sewer utilities and general fund through utility taxes. The proposed agreement expands the scope of an earlier agreement by including more properties and sewer services. The expanded scope of this proposed agreement is the logical completion of the concept that drove the earlier agreement.

Fiscal Impact:
Yes

Approval of the agreement will allow for future water and sewer revenues from commercial customers outside the City limits and within the area of existing infrastructure. These utility customers will pay 50% higher rates than in City customers, as required by the Municipal Code.

Attachments:

1. RES 24-16
2. Interlocal Agreement - West Richland

RESOLUTION NO. 24-16

A RESOLUTION of the City of Richland authorizing the execution of an Interlocal Agreement with the City of West Richland related to administration of an Interlocal Utility Agreement.

WHEREAS, the City of West Richland received a request for domestic water and sanitary sewer service for the following properties located in the vicinity of the intersection of Keene Road and Kennedy Road within the city limits of West Richland: Parcel Nos. 1-1798-400-0005-003, 1-1798-400-0004-004, 1-1798-400-0004-003 and 1-1798-400-0006-000; and

WHEREAS, West Richland desires to issue permits for development on these four parcels; and

WHEREAS, West Richland does not own or operate a water main or a sewer main in the vicinity of the intersection of Keene Road and Kennedy Road to serve said parcels; and

WHEREAS, the City of Richland does own and operate a domestic water main and sanitary sewer main in the vicinity of the intersection of Keene Road and Kennedy Road within the city limits of West Richland that can service the above-mentioned nearby properties; and

WHEREAS, West Richland desires to enter into an interlocal agreement with the City of Richland allowing the City to sell potable water service and sanitary sewer service, in accordance with the Richland Municipal Code, to the following properties located in West Richland: Benton County Parcel Nos. 1-1798-400-0005-003, 1-1798-400-0004-004, 1-1798-400-0004-003 and 1-1798-400-0006-000; and

WHEREAS, the City has capacity in both systems and is willing to provide potable water service and sanitary sewer service to said properties located in West Richland; and

WHEREAS, the City and West Richland are authorized to enter into interlocal cooperation agreements as set forth in Chapter 39.34 RCW.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with West Richland allowing for the sale of domestic water and sanitary sewer service to the above-mentioned parcels.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 19th day of January, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

WATER AND SEWER SERVICE INTERLOCAL AGREEMENT

***between* CITY OF RICHLAND *and* CITY OF WEST RICHLAND**

THIS INTERLOCAL AGREEMENT ("Agreement"), which shall be effective upon execution by both parties, is entered into by and between the **CITY OF RICHLAND**, a municipal corporation of the state of Washington (hereinafter referred to as "Richland"), and the **CITY OF WEST RICHLAND**, a municipal corporation of the state of Washington (hereinafter referred to as "West Richland"). Richland and West Richland may be referred to collectively in this Agreement as the "Parties."

WHEREAS, the City of Richland and the City of West Richland are authorized to enter into interlocal cooperation agreements as set forth in Chapter 39.34 RCW; and

WHEREAS, both the City of Richland and the City of West Richland are political subdivisions located within Benton County, Washington; and

WHEREAS, the City of West Richland does not own or operate within its city limits a water main or a sewer main in the vicinity of the intersection of Keene Road and Kennedy Road; and

WHEREAS, the City of Richland does own and operate a water main and sewer main in the vicinity of the intersection of Keene Road and Kennedy Road that can service nearby properties located within the city limits of West Richland; and

WHEREAS, West Richland desires to enter into an agreement allowing Richland to sell potable water service and sanitary sewer service to the following properties located in West Richland: Benton County Parcel #1-1798-400-0005-003, #1-1798-400-0004-004, #1-1798-400-0004-003 and #1-1798-400-0006-000; and

WHEREAS, Richland has capacity in both systems and is willing to sell potable water service and sanitary sewer service to the following properties located in West Richland: Benton County Parcel #1-1798-400-0005-003, #1-1798-400-0004-004, #1-1798-400-0004-003 and #1-1798-400-0006-000; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, Richland and West Richland agree to the following terms and conditions as follows:

Section 1. GENERAL TERMS AND CONDITIONS

- 1.1 Purpose: The purpose of this Interlocal Agreement is to establish authority for the City of Richland to provide potable water and sanitary sewer services to parcels falling within the city limits of the City of West Richland.

- 1.2 Richland agrees to provide potable water service and sanitary sewer service to the following properties located in West Richland, Benton County: Parcel #1-1798-400-0005-003, #1-1798-400-0004-004, #1-1798-400-0004-003 and #1-1798-400-0006-000, consistent with Richland's service rates as described in the current Richland Municipal Code, or as amended in the future.
- 1.3 West Richland agrees that Richland's utility regulations and policies shall apply to the services provided by Richland. West Richland acknowledges Richland's authority to enforce compliance with Richland's utility regulations and policies, and with this Agreement, transfers jurisdictional authority for providing potable water and sanitary sewer services to Richland with respect to the parcels identified in paragraph 1.1 above and the customers occupying said parcels. Richland's enforcement action may include, but is not limited to, disconnection of service for non-payment per the Richland Municipal Code.
- 1.4 West Richland agrees to route development proposals for the subject properties that wish to connect to, and/or any development proposals that may have an impact on, the domestic water and sanitary sewer mains that are the property of the City of Richland. West Richland shall also allow Richland staff appropriate time to review and comment on the proposed plans. Richland's review of these development proposals shall be limited to the utility and public infrastructure elements. West Richland shall condition its approval of proposed developments on compliance with Richland plan review comments.

Section 2. TERM OF AGREEMENT

- 2.1 This Agreement shall take effect upon approval by the respective legislative bodies and execution by both parties. This Agreement shall remain in effect unless terminated as set forth below.
- 2.2 Either party may terminate this Agreement by giving written notice to the other party no less than twelve (12) months prior to the date on which the terminating party desires Richland's service to these properties to end.

Section 3. NOTICES

- 3.1 Written notice shall be directed to the parties as follows:

To Richland:

City of Richland
505 Swift Boulevard, MS#26
Richland, WA 99352
Attn: Public Works Director

To West Richland:

City of West Richland
3801 W. Van Giesen
West Richland, WA 99353
Attn: City Clerk

Section 4. DISPUTE RESOLUTION

- 4.1 The parties desire to avoid and settle without litigation future disputes which may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such disputes. Such negotiations shall first be conducted at the water utility staff level, and if unsuccessful, may then proceed to the level of water utility management (Public Works Directors), then to the City's City Manager, Mayor or City Administrator. Should settlement negotiations prove unsuccessful or not be resolved within ninety (90) days, either party may proceed with other legal remedies including, but not limited to litigation.
- 4.2 Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this Agreement shall be in Benton County Superior Court.
- 4.3 This Agreement shall be construed, and the legal relations between the parties hereto shall be determined in accordance with the laws of the State of Washington.
- 4.4 The substantially prevailing party in any litigation brought to enforce rights or obligations of either party under this Agreement or any appeal of judgment in such litigation shall be entitled to its costs and reasonable attorney fees.

Section 5. LIABILITY / HOLD HARMLESS

- 5.1 West Richland shall indemnify, defend, and hold harmless the City of Richland, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of the City of West Richland, its officers, agents and employees, in the performance of the Agreement. With respect to the performance of this Agreement and as to claims against Richland, its officers, agents and employees, West Richland expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided in this paragraph extends to any claim brought by or on behalf of any employee of West Richland. This paragraph shall not apply to any damage resulting from the negligence of Richland, its agents, and employees. To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of Richland and West Richland, their respective agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of West Richland, its officers, agents, and employees.

- 5.2 Richland shall indemnify, defend, and hold harmless the City of West Richland, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of the City of Richland, its officers, agents and employees, in the performance of the Agreement. With respect to the performance of this Agreement and as to claims against West Richland, its officers, agents and employees, Richland expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided in this paragraph extends to any claim brought by or on behalf of any employee of Richland. This paragraph shall not apply to any damage resulting from the negligence of West Richland, its agents, and employees. To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of West Richland and Richland, their respective agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of negligence of Richland, its officers, agents, and employees.

Section 6. WAIVER AND ENTIRETY

- 6.1 Waiver: No waiver by either party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or conditions, nor shall the waiver of any breach be deemed to construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.
- 6.2 Entirety: This Agreement contains all the terms and conditions agreed upon. No other understanding, oral or otherwise, regarding this Agreement or its subject matter shall be deemed to exist or bind the Parties. There shall be no modification of this Agreement except in writing and referencing this Agreement.
- 6.3 Severability: If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.
- 6.4 Counterparts: This Agreement shall be executed in two duplicate counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

Section 7. MISCELLANEOUS PROVISIONS

- 7.1 Evidence of Authority: Upon execution of this Agreement, each party shall provide the other with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as Exhibit A (Richland) and Exhibit B (West Richland).

A copy of the executed Agreement shall be filed with the Benton County auditor as provided in RCW 39.34.040.

- 7.2 Entity status: This Agreement shall not require formation of any new governance entity. No property will be acquired or held, and no joint board or administrator is necessary to accomplish the purpose of this Agreement.
- 7.3 Budget: This Agreement does not require establishment of a budget or any manner of financing. End users will pay Richland's established rates for water and sewer service directly to the City of Richland.

[Signature Page to Follow]

Dated this _____ day of _____, 2016

City of Richland

By: _____
CYNTHIA D. REENTS
City Manager

Attest: _____
MARCIA HOPKINS
City Clerk

Approved As to Form: _____
HEATHER KINTZLEY
City Attorney

City of West Richland

By: _____
BRENT GERRY
Mayor

Attest: _____
JULIE RICHARDSON
City Clerk

Approved As to Form: _____
BRONSON BROWN
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 25-16, Authorizing a Cost Sharing Agreement with Tapteal Properties and Authorizing Consultant Agreements with JUB Engineers, Inc. and CTC, Inc. for Design Development and Analysis of Potential Revisions to the Tapteal Drive/Steptoe Street Intersection

Department:

Community & Development Services

Ordinance/Resolution Number:

25-16

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 25-16, authorizing the City Manager to sign and execute a cost sharing agreement with Tapteal Properties, and consultant agreements with JUB Engineers, Inc. and CTC, Inc. for design development and analysis of potential revisions to the Tapteal Drive/Steptoe Street intersection.

Summary:

In December 2010, the City entered into a Developer Extension Agreement with Tapteal Properties, LP (Contract No. 124-10) to construct and realign the Tapteal Drive/Steptoe Street intersection as part of Tapteal's proposed development of their property along Steptoe Street, known as the "Quarry Development."

The development of the realigned intersection will be a benefit to the Quarry Development, and of general benefit to the City and its residents in the form of improved accessibility. The City recognizes that the various complex issues associated with this intersection warrants the City's participation in its design.

The City has received scope of services from both JUB Engineers, Inc. and CTC, Inc., to determine the design concept, traffic engineering evaluation and railroad preemption operation requirements for the intersection, totaling a cost of approximately \$60,000.

To facilitate Tapteal Properties' development of their property, the City is agreeing to share one half (50%) of the cost in the design development of the realignment of the Tapteal Drive/Steptoe Street intersection by JUB Engineers, Inc. and CTC, Inc.

Fiscal Impact:

No direct fiscal impact from executing the cost sharing agreement with Tapteal Properties. The city's share of the overall \$60,000 cost for the design services by JUB Engineering, Inc. and CTC, Inc., will total approximately \$30,000, which will be paid out of the Industrial Development Fund.

Attachments:

1. Resolution No. 25-16 Cost Sharing Agreement
2. CTC, Inc. Proposal - Oct. 15 2015
3. JUB Engineers Proposal - Nov. 10 2014
4. Cost Sharing Agreement_01132016

RESOLUTION NO. 25-16

A RESOLUTION of the City of Richland authorizing the execution of a Cost Sharing Agreement with Tapteal Properties, LP for the purpose of design development for realignment of the Tapteal Drive/Steptoe Street intersection.

WHEREAS, Tapteal Properties, LP ("Tapteal") entered into a Developer Extension Agreement (Contract No. 124-10) to construct and realign the Tapteal Drive/Steptoe Street intersection as part of Tapteal's proposed development of certain property located west of Steptoe Street and north and south of the Columbia Irrigation canal, known as the "Quarry Development"; and

WHEREAS, under the aforementioned Developer Extension Agreement, Tapteal will construct said realigned intersection to design standards approved by the City; and

WHEREAS, the development of the realigned Tapteal Drive/Steptoe Street intersection will not only benefit the property, but will also be of general benefit to the City and its residents in the form of improved accessibility, highest and best use of development in accordance with the City's Comprehensive Land Use Plan, and increased property values; and

WHEREAS, the City recognizes that the proximity of the at-grade railroad crossing of Steptoe Street with the Port of Benton Railroad introduces complexity to the intersection design that warrants the City's participation in the design development; and

WHEREAS, previous review of this area with railroad staff and Washington State railroad crossing safety staff have suggested that the work identified in the JUB Engineers, Inc. and the CTC, Inc. proposals will lead to design of a modified Tapteal Drive/Steptoe Street intersection that meets the railroads' and the City's standards for safety and operational efficiency; and

WHEREAS, the City desires to facilitate Tapteal's development by sharing in the cost of the design development for realignment of the Tapteal Drive/Steptoe Street intersection.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Richland authorizes the City Manager to sign and execute a Cost Sharing Agreement with Tapteal Properties, LP for the services described above.

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 19th day of January, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



October 15, 2015

Mr. Pete Rogalsky
Public Works Director
City of Richland
840 Northgate Avenue
P.O. Box 190, MS-26
Richland, Washington 99352

RE: CTC Steptoe Concept Development Proposal

Dear Mr. Rogalsky:

CTC, Inc. is pleased to submit this proposal to provide engineering services to determine railroad preemption operation requirements for Steptoe Street and Tapteal Drive roadway modifications. This proposal includes review of both the traffic signal alternative (preferred by the railroad) and the roundabout design.

Scope of Services – Traffic Signal Alternatives (Split T/Single intersection)

Our proposed scope of services for the engineering services will consist of the following work tasks:

1. Kick Off Meeting with City of Richland and consultant to review project requirements
2. Coordinate with City's consultant to obtain project documents for review
3. Obtain circuit design plans & rail operations from the railroads
4. Review both proposed traffic signal designs to determine operational requirements for railroad preemption and submit recommendations to City for review
5. Provide recommendations to improve traffic operations for both alternatives
6. Develop preemption times for both traffic signal alternatives
7. Prepare draft design report for both traffic signal alternatives
8. Prepare final design report for both traffic signal alternatives
9. Develop cost estimate of railroad work for both traffic signal alternatives
10. Project conference calls & status meetings
11. Coordination w/Tri-City and Olympia Railroad, UPRR & BNSF regarding proposed options
12. On-site meeting to discuss traffic preemption
13. Project management, accounting and administration

Scope of Services – Roundabout Alternative

Our proposed scope of services for the engineering services will consist of the following work tasks:

1. Develop preemption times for roundabout alternative
2. Prepare draft design report for roundabout alternative
3. Prepare final design report for roundabout alternative
4. Develop cost estimate of railroad work for roundabout alternative
5. Project conference calls & status meetings

www.ctcinc.com



6. Coordination w/Tri-City and Olympia Railroad, UPRR & BNSF regarding proposed options
7. Project management, accounting and administration

Deliverables

1. Design report for each alternative
2. Statement of probable cost of railroad work for each alternative
3. Railroad approval of preferred alternative and conceptual plan

Fee for Services

We propose to complete the review of the traffic signal alternative for a fee estimated to be \$29,839. The proposed fee for the roundabout alternative is estimated to be \$12,506. Any additional amount in excess of the estimated fee for this project must be authorized by you, the client. I am attaching our proposal worksheet which includes our rates for consulting services. Billing will be monthly on an actual time and expense basis.

We appreciate the opportunity to provide this proposal. If you have any questions or need additional information, please do not hesitate to call me at (817) 886-8215.

Sincerely,

A handwritten signature in black ink that reads 'Kurt Anderson'.

Kurt Anderson
CTC, Inc.

www.ctcinc.com

Description: Concept development for Steptoe Street/Tapteal Drive - Traffic Signal Alternative (Split T/Single Intersection)

Task	Principal	Sr Proj Mgr	Sr Signal Engr	Sr Traffic Engr	Project Mgr	Traffic Engr	Signal Engr	Sr. Tech	Tech	Proj Acctg	Clerical	Totals
Kick Off Meeting with City of Richland and consultant to review project requirements				2	2							4
Coordinate with City's consultant to obtain project documents for review					3							3
Obtain circuit design plans & rail operations from the railroads					2							2
Review both traffic signal designs to determine operational requirements for RR preemption and submit recommendations to City for review				2		8						10
Evaluate traffic signal controller capability and determine recommended circuits to improve preemption operation for each traffic signal alt.					14							14
Provide recommendations to improve traffic operations	2			2	6							10
Develop preemption times for both traffic signal alternatives	1			2		8		2				13
Prepare draft design report for both traffic signal alternatives	2			12	32	8						54
Prepare final design report for both traffic signal alternatives				4	8							12
Develop cost estimate of railroad work for both traffic signal alternatives	2		1				2					5
Project conference calls & status meetings				3	3							6
Coordination w/Tri-City and Olympia Railroad, UPRR & BNSF regarding proposed options					4							4
On-site meeting to discuss traffic preemption					24							24
Project mgmt, acctng, admin		4		2						12		18
	7	4	1	29	98	24	2	2	0	12	0	179

Classification	Hours	Billing Rate	Totals
Principal (Engineer IX)	7	\$390.65	\$2,734.55
Sr. Project Manager (Engineer VII)	4	\$231.56	\$926.24
Sr. Signal Engineer (Engineer VII)	1	\$234.36	\$234.36
Sr. Traffic Engineer (Engineer VII)	29	\$195.33	\$5,664.57
Project Mgr (Engineer VII)	98	\$140.62	\$13,780.76
Traffic Engr (Engineer III)	24	\$129.00	\$3,096.00
Signal Engineer (Engineer III)	2	\$129.00	\$258.00
Sr. Technician (Technician VI)	2	\$117.20	\$234.40
Technician (Technician V)	0	\$105.46	\$0.00
Project Accounting (Administrator IV)	12	\$125.03	\$1,500.36
Clerical Support (Administrator III)	0	\$82.81	\$0.00
Totals	179		\$28,429.24

Direct Expenses	Number	Cost
Airline Travel	1 Trips	\$ 750.00
Car Rental	3 days	\$ 300.00
Automobile expense	miles at .55	\$ -
Lodging	2 man-days	\$ 240.00
Meals	3 man-days	\$ 120.00
Total Direct Expenses		\$ 1,410.00

Total Labor	\$28,429
Total Direct Expenses	\$1,410
Total Project Fee =	\$29,839

TIME FRAME: per schedule

Description: Concept development for Steptoe Street/Tapteal Drive - Roundabout Alternative

Task	Principal	Sr Proj Mgr	Sr Signal Engr	Sr Traffic Engr	Project Mgr	Traffic Engr	Signal Engr	Sr. Tech	Tech	Proj Acctg	Clerical	Totals
Develop preemption times for roundabout alternative	1			1		4		1				7
Prepare draft design report for roundabout alternative	2			10	24	4						40
Prepare final design report for roundabout alternative				2	4							6
Develop cost estimate of railroad work for roundabout alternative	2		1				2					5
Project conference calls & status meetings				1	1							2
Coordination w/Tri-City and Olympia Railroad, UPRR & BNSF regarding proposed options					2							2
Project mgmt, acctng, admin		4		2						4		10
	5	4	1	16	31	8	2	1	0	4	0	72

Classification	Hours	Billing Rate	Totals
Principal (Engineer IX)	5	\$390.65	\$1,953.25
Sr. Project Manager (Engineer VII)	4	\$231.56	\$926.24
Sr. Signal Engineer (Engineer VII)	1	\$234.36	\$234.36
Sr. Traffic Engineer (Engineer VII)	16	\$195.33	\$3,125.28
Project Mgr (Engineer VII)	31	\$140.62	\$4,359.22
Traffic Engr (Engineer III)	8	\$129.00	\$1,032.00
Signal Engineer (Engineer III)	2	\$129.00	\$258.00
Sr. Technician (Technician VI)	1	\$117.20	\$117.20
Technician (Technician V)	0	\$105.46	\$0.00
Project Accounting (Administrator IV)	4	\$125.03	\$500.12
Clerical Support (Administrator III)	0	\$82.81	\$0.00
Totals	72		\$12,505.67

Direct Expenses	Number	Cost
Airline Travel	Trips	\$ -
Car Rental	days	\$ -
Automobile expense	miles at .55	\$ -
Lodging	man-days	\$ -
Meals	man-days	\$ -
Total Direct Expenses		\$ -

Total Labor	\$12,506
Total Direct Expenses	\$0
Total Project Fee =	\$12,506

TIME FRAME: per schedule

Steptoe Street/Tapteal Intersection Study Update
Scope of Work
November 10, 2014

The City of Richland, working with private land developers and the Tri-City Olympia Railroad (TCRY) has previously secured approvals from the Washington Utilities and Transportation Commission to install a roundabout at a proposed new location for the intersection of Steptoe Street/Tapteal Drive in close proximity to the railroad tracks owned by the Port of Benton and leased by TCRY. Previous studies forecast traffic conditions with significant commercial development west of Steptoe Street and investigated multiple options for connecting the area with the street network. The option selected, and subsequently designed, was the relocation of Tapteal Drive to intersect Steptoe Street at the same location as the railroad crossing, with Tapteal Drive extending westward into the property.

Due to opposition of the roundabout design by Union Pacific and Burlington Northern Railroads, who also have access to the Port of Benton tracks; the City of Richland has requested an evaluation of an offset “T” concept. The initial task is to update the previous Traffic Impact Study forecasts (former 10 year forecast was for year 2015) and evaluation of the traffic operational conditions of retaining existing Tapteal Drive in its current location and creating an offset “T” intersection to the south of the railroad to provide access to the commercial development on the west side. After discussion with the City and Railroad Operations consultant (CTC) it was determined that a comparison of the off-set “T” with a 4-legged intersection would be beneficial. Services to be performed for the Traffic Analysis update would include the following:

- 1) Discuss study needs and issues with City of Richland staff and with the Railroad Operations consultant to determine appropriate Scope of Work.
- 2) Manual field collection of PM peak period traffic volumes at Steptoe Street/Tapteal Drive and Steptoe Street/Canyon Street. Review previous data and determine appropriate growth rate for background traffic and prepare a year 2025 “No-Build” forecast volumes.
- 3) Revisit development assumptions and update PM peak hour trip generation assumptions for the Tapteal West development. Distribute trips to/from the development to the transportation network under two scenarios: 1) existing network plus future T intersection south of railroad tracks and 2) a 4-legged intersection of Steptoe Street/Tapteal Drive; each scenario accounting for trips to/from access at Columbia Park Trail.
- 4) Perform capacity analysis for the two traffic forecasts prepared in Task 3 using Synchro software.
- 5) Coordinate with Railroad consultant to determine appropriate signal timing coordination during a train event. Prepare an analysis showing the effects on the transportation network of a roadway closure due a railroad crossing train event. Closure time will be provided by railroad operations consultant.
- 6) Prepare for and provide support to City staff at two meetings or others to explain the analysis and pros and cons of the two alternatives evaluated.
- 7) Prepare for and attend railroad crossing diagnostic meeting on site where the safety issues of the crossing modification will be discussed.
- 8) Prepare a draft report, prior to the diagnostic meeting, with appropriate graphics and tables summarizing the study’s methodology and conclusions. The report will be finalized to incorporate comments and a summary of the diagnostic meeting.

- 9) Assist City in preparation of a crossing modification petition to be submitted to the WUTC. The petition will be reviewed by City and revised at their discretion by JUB.

LUMP SUM FEE: \$ 28,700

Items NOT included in the Study:

- Coordination of meeting participants and scheduling of all meetings.
- Evaluation of all-day traffic volumes and traffic signal warrant analysis.
- Data collection or analysis of intersections on Columbia Park Trail.
- Out of town travel.

It is assumed that this study will take a phased approach and future phases will be determined based on the results of this effort.

Potential Supplemental Work

- Evaluation of intersections with roundabout configuration.
- A detailed analysis of the two alternatives using VISSIM software (instead of Synchro in Tasks 4 and 5), complete with video simulation of the two options including videos of the closure during train event.
- Engineers Opinion of Probable Cost of crossing modifications or other improvements.
- Design engineering of determined crossing modification.
- Public Involvement, or additional meetings

COST SHARING AGREEMENT

Between the

CITY OF RICHLAND

And

TAPTEAL PROPERTIES, LP

This Cost Sharing Agreement ("Agreement") is made and entered into on this _____ day of January, 2016 by and between the **CITY OF RICHLAND**, a municipal corporation of the State of Washington, hereinafter referred to as the "City," and **TAPTEAL PROPERTIES, LP**, or assigns, hereinafter referred to as "Tapteal." The City and Tapteal are referred to collectively hereinafter as the "Parties."

I. RECITALS

WHEREAS, Tapteal entered into a Developer Extension Agreement (Contract No. 124-10) to construct and realign the Tapteal Drive/Steptoe Street intersection as part of Tapteal's proposed development of certain property located west of Steptoe Street and north and south of the Columbia Irrigation canal, known as the "Quarry Development"; and

WHEREAS, under the aforementioned Developer Extension Agreement, Tapteal will construct said realigned intersection to design standards approved by the City; and

WHEREAS, the development of the realigned Tapteal Drive/Steptoe Street intersection will not only benefit the property, but it will also be of general benefit to the City and its residents in the form of improved accessibility, highest and best use of development in accordance with the City's Comprehensive Land Use Plan, and increased property values; and

WHEREAS, the City recognizes that the proximity of the at-grade railroad crossing of Steptoe Street with the Port of Benton Railroad introduces complexity to the intersection design that warrants the City's participation in the design development; and

WHEREAS, previous review of this area with railroad staff and Washington State railroad crossing safety staff have suggested that the work identified in the JUB Engineers, Inc. and the CTC, Inc. proposals will lead to design of a modified Tapteal Drive/Steptoe Street intersection that meets the railroads' and the City's standards for safety and operational efficiency; and

WHEREAS, the City desires to facilitate Tapteal's development by sharing in the cost of the design development for realignment of the Tapteal Drive/Steptoe Street intersection.

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

II. AGREEMENT

1. COST SHARING OBLIGATIONS

- 1.1 The City and Tapteal shall each expend funds in an amount equal to fifty percent (50%) of the total cost of design concept development and traffic engineering evaluation of the realigned Tapteal Drive/Steptoe Street completed by JUB Engineers, Inc., and fifty percent (50%) of the total cost of the design concept development review and engineering of railroad preemption operation requirements for the Tapteal Drive/Steptoe Street intersection completed by CTC, Inc.
- 1.2 The total cost to be shared pursuant to this Agreement shall not exceed \$58,539 (\$29,269.50 each party) without execution of an addendum to this Agreement increasing the “not to exceed” value.
- 1.3 Tapteal shall pay its 50% contribution (a total of \$29,269.50) to the City before execution of the consulting agreements contemplated with JUB Engineers, Inc. and CTC, Inc. No contracts shall be issued until the City is in receipt of Tapteal’s 50% contribution.

2. PROJECT MANAGEMENT

- a. The City is responsible for executing and administering the consulting agreements with JUB Engineers, Inc. and CTC, Inc., and shall ensure that the scope of work is successfully completed by each firm.
- b. The City, as the contracting and administering party, shall determine whether the consultants have rendered satisfactory performance. City may take input from Tapteal on the issue of satisfactory performance, but is not required to do so in making this determination.
- c. Once the consultant work is complete, the City will present the completed engineering studies to the Port of Benton and the three railroads operating over the Port of Benton railroad tracks. The goal of these presentations is to solicit and obtain railroad concurrence with the proposed intersection design and any proposed modifications to the at-grade railroad crossing. The City makes no representations to any party that it will obtain railroad concurrence.

3. TERM OF AGREEMENT

- 3.1 Term: This Agreement shall become effective on the date identified above, and shall remain in effect until all consulting work contemplated by this Agreement is completed and fully compensated, unless terminated earlier in accordance with Section 3.2, below. Each party’s respective obligation to pay

50% of the contracted work contemplated by this Agreement shall survive termination.

- 3.2 Termination: This Agreement may be terminated by either party at any time, without cause and without penalty, prior to execution of the first consulting agreement between the City and the intended consultants. If terminated by Tapteal prior to execution of the first consulting contract, the City shall promptly return Tapteal's 50% contribution. After the first consulting agreement is executed, this Agreement may not be terminated except by mutual agreement of the Parties.

4. MISCELLANEOUS PROVISIONS

- 4.1. Notice: Any notices required to be given under this Agreement shall be in writing and shall be deemed served when mailed via certified mail, return receipt requested. The Parties may, upon mutual agreement set forth in writing, determine to accept notice via email. Notice shall be directed as follows:

For the City of Richland:

Mr. Kerwin Jensen
Community Development Director
840 Northgate Drive
Richland, Washington 99352
(509) 942-7586
Email: kjensen@ci.richland.wa.us

For Tapteal Properties, LP:

Mr. Grant Young
Tapteal Properties, LP
5 Presidio Terrace
San Francisco, California 94118
(415) 823-1403
Email: gyoung@younginv.com

- 4.2 Governing Law/Forum Selection: Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The Parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement. The Parties hereby agree to submit to personal jurisdiction in Benton County Superior Court in any action concerning the interpretation or enforcement of this Agreement.
- 4.3 Dispute Resolution: The Parties desire to avoid and settle without litigation future disputes which may arise between them relative to this Agreement. Accordingly, the Parties agree to engage in good faith negotiations to resolve

any such disputes. Good faith negotiations shall first be conducted at the staff level. If agreed resolution cannot be achieved, the Parties shall proceed to non-binding mediation/dispute resolution. Should settlement negotiations or mediation prove unsuccessful, either party may proceed to litigation.

- 4.4 Legal Relationship: No partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and, except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other.
- 4.5 Assignment: Tapteal shall not assign, convey or transfer this Agreement or any interest herein without the prior written consent of the City of Richland. Any assignment made without the City's consent is null and void, and does not relieve Tapteal of any liability or obligation hereunder.
- 4.6 Exhibits: All exhibits attached hereto, if any, shall be incorporated by reference as if set out in full herein.
- 4.7 Captions: Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.
- 4.8 Binding Effect: Regardless of which party prepared or communicated this Agreement, this Agreement shall be of binding effect between the City and Tapteal only upon its execution by an authorized representative of each such party, and after receiving approval of the Richland City Council.
- 4.9 Warranty of Authority: The persons executing and delivering this Agreement on behalf of SMI and the City of Richland each represent and warrant that each of them is duly authorized to do so, and that execution of this Agreement is the lawful and voluntary act of the person or entity on whose behalf they purport to act.
- 4.10 Legal Action: In the event legal action is necessary to enforce any of the provisions of this Agreement, the Parties agree that the substantially prevailing party will be awarded its reasonable attorney's fees and costs in such action.
- 4.11 Construction: The Parties acknowledge that each party and its counsel have reviewed this Agreement with opportunity to comment, and that the normal rule of construction providing that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto.
- 4.12 Complete Agreement: This Agreement represents and contains the entire understanding between the Parties. The Parties acknowledge that no other

oral or written collateral agreements, understandings, or representations exist outside of this document, with the exception of any documents expressly incorporated by reference in this Agreement. Any prior agreements, whether verbal or written, not specifically expressly incorporated by reference in this Agreement are hereby terminated.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year written below.

CITY OF RICHLAND

TAPTEAL PROPERTIES, LP

By: Cynthia D. Reents
Its: City Manager

By: Eric McCrea
Its: Manager

APPROVED AS TO FORM:

Heather Kintzley
Richland City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 26-16, Expressing Appreciation to Councilmember Rose for His Service as Mayor, 2014-2015

Department:
City Council

Ordinance/Resolution Number:
26-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 26-16, Expressing appreciation to Councilmember Rose for his service as Mayor of the City of Richland, 2014-2015.

Summary:

A resolution of appreciation to Councilmember Rose for his service as Mayor of the City of Richland, 2014-2015.

Fiscal Impact:

None.

Attachments:

I. Res No. 26-16

RESOLUTION NO. 26-16

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to DAVID W. ROSE for the service he rendered to the City as Mayor 2014-2015.

BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to David W. Rose, their appreciation for the service he rendered to the City during his 2014-2015 tenure as Mayor of the City of Richland.

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

ADOPTED by the City Council of the City of Richland at its regular meeting on the 19th day of January 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 27-16, Expressing Appreciation to Councilmember Lemley for His Service as Mayor Pro Tem, 2014-2016

Department:
City Council

Ordinance/Resolution Number:
27-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 27-16, Expressing Appreciation to Councilmember Lemley for service as Mayor Pro Tem 2014-2016

Summary:

Expressing Appreciation to Councilmember Lemley for service as Mayor Pro Tem 2014-2016

Fiscal Impact:

None.

Attachments:

I. Res No 27-16

RESOLUTION NO. 27-16

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Philip Lemley for the service he rendered to the City as Mayor Pro Tem 2014-2015.

BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to Philip Lemley, their appreciation for the service he rendered to the City during his 2014-2015 tenure as Mayor Pro Tem of the City of Richland.

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

ADOPTED by the City Council of the City of Richland at its regular meeting on the 19th day of January 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Item for Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Authorize Travel for Mayor Thompson and Councilmember Anderson

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Authorize Travel for Mayor Bob Thompson to attend the ECA Peer Exchange, February 16-18, 2016 and Mayor Thompson and Councilmember Brad Anderson to attend the Tri-Cities Legislative Council's annual trip to Olympia, January 28-29, 2016.

Summary:

Mayor Bob Thompson plans to attend the Energy Communities Alliance (ECA) peer exchange on February 17-18, 2016. The purpose of the peer exchange is to facilitate discussion of DOE's new efforts to develop consent-based siting for nuclear waste facilities, policies related to the development of nuclear technologies, and how to maintain momentum from administration to administration. The peer exchange will specifically look at the role of local governments in defining consent in siting nuclear waste storage and disposal facilities and supporting new nuclear innovation like advanced reactors.

Both Mayor Thompson and Councilmember Anderson plan to attend the Tri-Cities Legislative Council's annual trip to Olympia, January 28-29, 2016. The purpose of their participation is to promote the Tri-Cities region and discuss critical issues affecting our region's businesses.

Richland Municipal Code, Sections 1.01.040 and 2.26.062, require Council approval when Councilmembers request permission for out-of-state travel, when expenses exceed \$500 or when travel requires an overnight stay.

Fiscal Impact:

Estimated expenses for Mayor Thompson to attend the ECA Peer Exchange (\$1,609) and Tri-Cities Legislative trip to Olympia (\$618) are \$2,227. Estimated expenses for Brad Anderson to attend the Legislative trip are \$618. Total estimated expenses are \$2,845. The majority of expenses for the ECA Peer Exchange are reimbursable. There are enough funds in Council's tuition and travel budgets to cover expenses.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from December 28, 2015 - January 8, 2016 for \$3,186,487.03 including Check Nos. 230112-230511, Wire Nos. 6069-6078, Payroll Check Nos. 100737-101255, and Payroll Wire/ACH Nos. 9270-9288

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from December 28, 2015, to January 8, 2016 in the amount of \$3,186,487.03.

Summary:

Breakdown of Expenditures:

Check Nos.	230112-230511	992,937.28
Wire Nos.	6069-6078	326,494.83
Payroll Check Nos.	100737-101255	52,223.87
Payroll Wires/ACH	9270-9288	<u>1,814,831.05</u>
TOTAL		\$3,186,487.03

Fiscal Impact:

Yes

Total Disbursements: \$3,186,487.03.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
DECEMBER 28, 2015 - JANUARY 8, 2016

Payee	Wire Description	Amount
Claim Wires - Wire No. 6069 to 6078		
AW Rehn Insurance	Fire Health Reimbursement Account	20,437.50
Conover	Section 125	6,951.28
Department of Licensing	Firearms Online Pmt for Concealed Licenses	1,284.00
Payment Processing, Inc.	Landfill Merchant Service Fees	784.25
Richland Golf Management Corporation	Col. Pt. Operating Reimb	67,977.79
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	229,060.01
	Total Claim Wire Transfers	\$ 326,494.83
Payroll Wires & Direct Deposits (ACH) - Wire No. 9270 to 9288		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 1,814,831.05
Total Claim & Payroll Wires/ACH		\$ 2,141,325.88

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



City Of Richland

VL-1 Voucher Listing

From: 12/28/2015 To: 1/8/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
CITY OF KENNEWICK		1043151.002	230283	SENIOR PICNIC BUTTONS	\$1,050.00
JANDI ENTERPRISES INC		1204	230178	2016 ANNUAL MAINT	\$660.00
P.V.SUPA INC	P055973	11638	230336	EXTENDED WARRANTY 1ST YEAR AFT	\$1,320.00
PERMIT REFUND		MH-15-02474	230132	REFUND BLDG PERMIT/CANCELLED	\$39.08
RECWARE REFUND		010416	230490	REFUND-UNSATISFIED W/INSTRUCTO	\$37.00
WA STATE DEPARTMENT OF REVENUE		REFUND BNG #7	230500	REFUND OF BROKERED NATURAL GAS	\$10,000.00
WASHINGTON ASN OF BUILDING OFFICIALS		WABO2016	230242	SPECIAL INSPECTOR RENEW-REX	\$95.00
UNASSIGNED TOTAL ****					\$13,201.08
Division: 100 CITY MANAGER					
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$36.66
CITY MANAGER TOTAL ****					\$36.66
Division: 101 CITY CLERK					
CODE PUBLISHING INC		51572	230145	RMC SUPPLEMENT UPDATE 14	\$186.36
CITY CLERK TOTAL ****					\$186.36
Division: 102 CITY ATTORNEY					
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$34.85
WEST PUBLISHING CORPORATION DBA		833011489	230247	INFORMATION CHARGES-NOV 2015	\$2,207.48
CITY ATTORNEY TOTAL ****					\$2,242.33
Division: 110 ASSISTANT CITY MANAGER					
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	(\$5.43)
	P056048			VERIZON WRLS CHARGES 10/29-11/	\$34.85
ASSISTANT CITY MANAGER TOTAL ****					\$29.42
Division: 111 COMMUNICATIONS & MARKETING					
PITNEY BOWES INC		1278325-DC15	230212	4TH QTR 2015 PB SORTER/POSTAGE	\$8,702.13
COMMUNICATIONS & MARKETING TOTAL ****					\$8,702.13
Division: 112 CABLE COMMUNICATIONS					
INGHAM, MARK		2015-MILEAGE	230319	INGHAM-MILEAGE 11/2-12/01	\$24.73
WASHINGTON ASN OF TELECOMMUNICATIONS OFFICERS	P056079	01-2016-RICH	230503	WATOA MEMBERSHIP DUES FOR 2016	\$100.00
CABLE COMMUNICATIONS TOTAL ****					\$124.73
Division: 113 HANFORD COMMUNITIES					
LARSEN, PAM BROWN		16-005A LARSEN	230451	16-005A DOE WSTE MGT CNF PL	\$379.20
LUNDGREN, REGINA E		RCH-SB-445	230327	SPEAKERS BUREAU-DEC	\$320.00
HANFORD COMMUNITIES TOTAL ****					\$699.20
Division: 120 FIRE					
SEA WESTERN INC	P056008	188298	230219	HAIX XR1 STATION WEAR BOOT	\$271.50
	P056008			HAIX FIRE HUNTER XTREME BUNKER	\$358.38



City Of Richland

VL-1 Voucher Listing

From: 12/28/2015 To: 1/8/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$795.80
FIRE TOTAL ****					\$1,425.68
Division: 130 POLICE					
BENTON COUNTY SHERIFF'S OFFICE		11/15-CUSTODY	230128	CUSTODY COSTS-NOV 2015	\$73,815.86
CHARTER COMMUNICATIONS		01/16-0309703POL	230397	RPD INTERNET SRVCS 12/29-01/28	\$65.12
DOMESTIC VIOLENCE SERVICES		23557	230158	DOMESTIC VIOLENCE SRVCS-NOV'15	\$888.50
ERICKSON ORCHARDS INC		01/16-00064	230423	MONTHLY STORAGE 15-18349 JAN	\$65.00
		11/15-00064	230297	MONTHLY STORAGE 15-18349 NOV	\$65.00
		12/15-00064		MONTHLY STORAGE 15-18349 DEC	\$65.00
FRONTIER	S016683	12/15 2061882614	230305	TELEPHONE CHARGE 12/19/15 - 1/	\$63.99
GALLS, LLC	P055925	004557817	230307	ZA954 NAV 175 36 FLYING CROSS	\$67.28
	P055925			SHIPPING	\$11.89
	P055925			CUSTOMER SPECIFIC EMBLEM	\$1.09
	P055925			CUSTOMER SPECIFIC EMBLEM	\$1.09
	P055925			ADJUST FOR TAX	(\$0.01)
	P055287	004579237	230167	SHIPPING	\$2.17
	P055287			#4409MG COLLAR ORN, GOLD SM LI	\$30.36
	P055287	004588135	230307	#4409MG COLLAR ORN, GOLD SM LI	\$45.55
	P055287			SHIPPING	\$3.26
	P055833	004614996		CS907 RHD MALE A367 POLICE DEP	\$254.12
	P055539	152048-01		ADJUST FOR TAX	(\$0.01)
	P055539			SHIPPING	\$11.95
	P055673	154613-01		UVS102 SHIRT SS UNDER VEST NAV	\$86.77
	P055673			UVS101 SHIRT LS UNDER VEST NAV	\$97.63
	P055673			UVS101 SHIRT LS UNDER VEST NAV	\$97.63
	P055673			UVS102 SHIRT SS UNDER VEST NAV	\$86.77
	P055673			SEW EMBLEM EACH SLEEVE - MEYER	\$4.34
	P055673			SEW EMBLEM EACH SLEEVE - MCCAUI	\$4.34
	P055673			SEW EMBLEM EACH SLEEVE - MCCAUI	\$4.34
	P055673			SEW EMBLEM EACH SLEEVE - DOSS	\$4.34
	P055673			ADJUST FOR TAX	\$0.02
	P055673			TAX ADJUSTMENT	\$0.01
	P055673			SEW EMBLEM EACH SLEEVE - DOSS	\$4.34
	P055673			UVS102 SHIRT SS UNDER VEST NAV	\$86.77
	P055673	154613-02		SHIPPING	\$11.95
	P055673	154613-03		47W66-86 SHIRT MENS LS DEL	\$67.28
	P055673			97R66-86 SHIRT MENS SS DEL	\$59.68
	P055673			74326-750 PANT MENS CARGO PDU	\$54.29
	P055673			SEW EMBLEM EACH SLEEVE -KOE	\$2.17
	P055673			SEW EMBLEM EACH SLEEVE -KOE	\$2.17
	P055673			TAX ADJUSTMENT	(\$0.01)



City Of Richland

VL-1 Voucher Listing

From: 12/28/2015 To: 1/8/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GALLS, LLC	P055673	154613-03	230307	32278-86 PANT MENS DK NAVY POL	\$97.69
	P055673			SEW ON YEAR OF SERVICE INSIGNI	\$1.63
	P055679	154615		SHIPPING	\$15.20
	P055679			74273-162 PANT MENS KHAKI TACL	\$54.29
	P055679			74273-190 PANT MENS TDUGREEN	\$54.29
	P055679			74273-070 PANT MENS STONE TACL	\$54.29
	P055679			74273-120 PANT MENS COYOTE TAC	\$108.58
	P055679			48112-191 JACKET MENS MOSS SAB	\$271.49
	P055679			59340-019 GLOVE BLACK TAC A2 S	\$30.40
	P055679	154615-80		48112-191 JACKET MENS MOSS SAB	(\$271.49)
	P055678	154616		8131-1-04 SHIRT POLO SS BI COM	\$44.47
	P055678			8131-1-04 SHIRT POLO SS BI COM	\$44.47
	P055678	154616-01		SHIPPING	\$13.03
	P055678			2173 BOOT ALPHA FORCE W/SIDE Z	\$124.84
LEEDWAY LLC	P055756	09261504	230188	CUSTOM ID PATCH: POLICE 4X8 10	\$36.82
	P055756			GSMCM-D45 GRAY SUN TACTICAL	\$146.45
	P055756			RP24-M-YB SAFARILAND MOLLE POU	\$28.18
	P055756			CUSTOM ID PATCH: POLICE 1X5 10	\$21.61
	P055756			FREIGHT	\$16.29
	P055756	12041504		CUSTOM ID PATCH: DOSS 1X5 1011	\$15.15
MOON SECURITY SERVICES INC		797252	230201	SVC CALL/BATTERY REPLACEMENT	\$59.90
NW REGIONAL CRIME ANALYST NETWORK		15-007	230470	NORCAN 2016 DUES-GROW/STRIEFEL	\$50.00
OXARC INC		R369128	230206	CYLINDER RENTAL-SEPT	\$7.76
		R375176		CYLINDER RENTAL-OCT	\$8.00
PDR DISTRIBUTION LLC		65305122	230209	PHYSICIANS DESK REFERENCE 2016	\$65.11
RADEUM INC DBA	P056027	0109686	230339	C-FLDTC SINGLE UNIT DESK CHARG	\$50.00
	P056027			SHIPPING	\$5.35
RIVER CITY TOWING INC		14343	230343	TOW CHARGE	\$48.87
		14428	230217	TOW CHARGE	\$48.87
		14429		TOW CHARGE	\$48.87
SOFTWARE ONE INC	P056022	US-SCO-462227	230222	Adobe Acrobat Pro DC 2015 Lice	\$308.98
SOUND UNIFORM GROUP LLC	P055790	17386	230223	UNDER ARM ZIPPERED VENTS	\$27.15
	P055790			EMBROIDERED NAME TAG LAST NAME	\$8.69
	P055790			ZIPPERED "A" POCKETS	\$13.03
	P055790			SHIPPING	\$16.83
	P055790			B. MEYER-JMP932PCLTDN 2 PIECE	\$407.25
TRI CITY HERALD		121947/2016	230496	TC HERALD 1 YR SUBSCRIPTION	\$196.52
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$1,982.54
		9757510791	230359	DATA CHARGES 11/20-12/19	\$1,617.88
WASHINGTON STATE PATROL		00059617	230360	ACCESS USER FEE 10/1-12/31/15	\$534.00
POLICE TOTAL ****					\$82,545.32



City Of Richland

VL-1 Voucher Listing

From: 12/28/2015 To: 1/8/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 210	ADMINISTRATIVE SERVICES				
VERIZON WIRELESS		9755868040	230240	CREDIT/WIRELESS CANCEL KOCH	(\$20.32)
	P056048	9756355953		VERIZON WRLS CHARGES 10/29-11/	\$34.85
ADMINISTRATIVE SERVICES TOTAL ****					\$14.53
Division: 211	FINANCE				
ALLIED ENVELOPE	P056045	164498	230118	UTILITY BILLING STATEMENT, 20#	\$406.98
	P056045			INSIDE DELIVERY AND STACKING O	\$54.30
	P056045	164499		INSIDE DELIVERY AND STACKING O	\$54.30
	P056045			RETURN ENVELOPE WITH SECURITY	\$759.66
	P056045	164500		INSIDE DELIVERY AND STACKING O	\$54.30
	P056045			WINDOW ENVELOPE, REVERSE FLAP,	\$620.92
	P056054	165226	230263	WINDOW ENVELOPE, REVERSE FLAP,	\$620.92
	P056054			INSIDE DELIVERY AND STACKING O	\$54.30
	P056054	165227		RETURN ENVELOPE WITH SECURITY	\$759.66
	P056054			INSIDE DELIVERY AND STACKING O	\$54.30
	P056054	165228		INSIDE DELIVERY AND STACKING O	\$54.30
	P056054			UTILITY BILLING STATEMENT, 20#	\$406.98
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$35.63
	P056048			VERIZON WRLS CHARGES 10/29-11/	\$34.85
FINANCE TOTAL ****					\$3,971.40
Division: 212	PURCHASING				
COLUMBIA INDUSTRIES SUPPORT LLC	S016682	0029158	230288	SHRED SERVICES, INVOICE #00291	\$159.12
ORKIN EXTERMINATING INC	S016501	106476635	230334	PEST CONTROL SERVICES FOR BUIL	\$27.15
	S016501			PEST CONTROL SERVICES FOR BUIL	\$27.15
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$37.50
PURCHASING TOTAL ****					\$250.92
Division: 213	INFORMATION TECHNOLOGY				
AUTODESK INC	P056074	2016DEV1731	230379	Autodesk Developer NW Annual R	\$1,520.40
CERIUM NETWORKS INC	P055978	050816	230137	SHIPPING	\$20.09
	P055978			CISCO CATALYST 2960X FOR FS74	\$4,709.87
COLLABWARE	P056065	235	230405	Annual Renewal for Records Mng	\$10,800.00
DAKTRONICS INC	P056073	E91335-3	230409	Annual Maintenance Reader	\$999.12
DELL COMPUTER CORPORATION	P055970	XJTNJ5J34	230294	LAPTOP, DELL LATITUDE E7450/74	\$3,363.78
	P055971	XJTNJ91K2	230156	LAPTOP, Latitude E6440 CTO	\$1,364.95
	P055967	XJT NX4J75		LAPTOP, LATITUDE E6540 CTO AS	\$20,443.95
	P055969	XJT PP49M9		TABLET, VENUE 11 PROF	\$989.39
	P055969			DELL TABLET KEYBOARD- MOBILE	\$128.57
	P055983	XJTR2N771		DELL USB SOUNDBAR-AC511	\$277.36
	P055983	XJTRKP876		DELL FLAT PANEL MONITOR	\$5,386.56
	P055983			DELL FLAT PANEL MONITOR	\$1,091.36



City Of Richland

VL-1 Voucher Listing

From: 12/28/2015 To: 1/8/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	P056026	93069264	230296	ESRI ROADS AND HIGHWAYS FOR	\$10,860.00
	P056026			ESRI ROADS AND HIGHWAYS FOR SE	\$10,860.00
GOVERNMENTJOBS.COM INC	P056067	INV16546	230429	Insight & PE SW License Rnwl,	\$16,398.60
HEWLETT PACKARD COMPANY	P056031	56710195	230315	HP 5 year Next Business Day +	\$3,387.47
	P056031	56710196		HP DESIGNJET T2500PS CR359A,	\$11,940.57
MID COLUMBIA ENGINEERING INC	P054872	ST008013	230195	RICH AUSTILL, AS400 MNTNC SERV	\$143.00
	P054872	ST008031	230330	RICH AUSTILL, AS400 MNTNC SERV	\$160.88
N HARRIS COMPUTER CORPORATION	P056077	MN00087931	230467	GEMS-CAFR SUPPORT Annual Mntnc	\$4,027.50
TELEMATE NET SOFTWARE	P056076	28044	230493	Annual Mntnc Call Accounting S	\$2,796.00
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$329.99
WEBSense INC	P056005	100093105	230504	PREMIUM SUPPORT AND PREMUM	\$2,787.00
	P056005			ANNUAL RENEWAL OF WEBSense WEB	\$13,737.90
INFORMATION TECHNOLOGY TOTAL ****					\$128,524.31
Division:	220	HUMAN RESOURCES			
BROWN, CHRISTIE		122315-REIMB	230276	BROWN TUITION REIMB PRSNL FNCE	\$304.97
MID COLUMBIA ENGINEERING INC	P055890	ST008005	230195	EXECUTIVE ASSISTANT, KATHERINE	\$1,080.00
	P055890	ST008028	230330	EXECUTIVE ASSISTANT, KATHERINE	\$1,080.00
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$54.58
HUMAN RESOURCES TOTAL ****					\$2,519.55
Division:	300	COMMUNITY & DEVELOPMENT SERVICE			
PLANNING ASSOCIATION OF WASHINGTON		601/2016 DUES	230474	2016 PLANNING ASSOC OF WA	\$450.00
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$35.36
COMMUNITY & DEVELOPMENT SERVICE TOTAL ****					\$485.36
Division:	301	DEVELOPMENT SERVICES			
BENTON CLEAN AIR AUTHORITY		855	230386	1ST QTR 2016 ASSESSMENT PYMT	\$14,556.77
INTERNATIONAL ASSN OF PLUMBING &		201601-923	230434	REX 2016 MEMBERSHIP IAPMO DUES	\$200.00
MID COLUMBIA ENGINEERING INC	P055297	ST008010	230195	JOSEPH MINNICK, BLDG INSPECTOR	\$1,568.00
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$217.37
WATER SOLUTIONS INC	P054903	12335	230502	DCS (703) BDLG WATER UNIT RENT	\$16.29
	P054903			DCS (703) BDLG WATER UNIT RENT	\$39.63
DEVELOPMENT SERVICES TOTAL ****					\$16,598.06
Division:	302	REDEVELOPMENT			
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$34.85
REDEVELOPMENT TOTAL ****					\$34.85
Division:	303	LIBRARY			
CASCADE NATURAL GAS CORP		12/15 61897100006	230134	NAT GAS 955 NRTHGT 11/14-12/16	\$1,558.29
ENVISION WARE INC	P056072	INV-US-23307	230422	Annual Mntnc for Envisionware	\$4,458.02
HUDSON, ROBIN		2015 SHARED VALUE	230318	STAFF LUNCH - SHARED VALUES	\$66.77



City Of Richland

VL-1 Voucher Listing

From: 12/28/2015 To: 1/8/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MOKLER, EARLENE		15-512-MOKLER	230199	15-512 EM STEM 12 2015	\$474.25
P.V.SUPA INC	P055973	11638	230336	SHIPPING FOR 3 UNITS	\$650.00
	P055973			SELF-CHECK UNIT, REMOTE	\$1,500.00
	P055973			SELF-CHECK UNIT, LIBMASTER PIL	\$16,500.00
XEROX CORPORATION		082534676	230252	W7225PT BASE CHR/PRINTS-NOV	\$172.90
		082534677	230253	W7225PT BASE CHR/PRINTS-NOV	\$231.94
LIBRARY TOTAL ****					\$25,612.17
Division:	330	PARKS & RECREATION ADMIN			
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$915.60
PARKS & RECREATION ADMIN TOTAL ****					\$915.60
Division:	331	PARKS & REC - RECREATION			
DAHL, STEPHANIE MARIE		FALL 2015	230154	PRESCHOOL CLASS #9690 FALL 15	\$693.63
FRONTIER	S016683	12/15 2061882614	230305	TELEPHONE CHARGE 12/19/15 - 1/	\$183.98
MILESTONES ATHLETIC SUPPLY INC		83749	230196	BASKETBALLS	\$789.74
MILLER, JO ANN		DECEMBER 2015	230197	DANCE INSTRUCTOR-DEC	\$73.50
RICHLAND ACE HARDWARE		48848	230216	BLUE PAINTERS TAPE	\$9.75
PARKS & REC - RECREATION TOTAL ****					\$1,750.60
Division:	335	PARKS & REC - PARKS&FACILITIES			
ABM JANITORIAL NORTHWEST		8814733	230115	JANITORIAL SRVCS-DEC	\$9,417.47
		8844478		JANITORIAL-CITY POOL-NOV	\$1,006.20
		8848619		JANITORIAL-CITY POOL-NOV	\$223.60
APPLIED INDUSTRIAL TECH INC		7006755266	230268	SPEEDI SLEEVE SHAFT	\$84.76
BEAVER BARK & ROCK		721585	230270	SOIL	\$58.58
		721593		SOIL	\$58.58
		721602		SOIL	\$58.58
BENTON COUNTY SHERIFF'S OFFICE		11/15-WORKCREW II	230128	WORKCREW II-NOVEMBER 2015	\$10,907.33
BOYD'S TREE SERVICE LLC		4270	230274	TREE CLEANUP STORM WORK	\$2,221.85
		4327	230131	TREE PRUNING SERVICE FROM JANU	\$7,925.81
CASCADE NATURAL GAS CORP		12/15-51897100007	230279	NAT GAS 1005 SWIFT 11/14-12/15	\$444.83
		12/15-73638100005	230277	NAT GAS 1005 SWIFT 11/14-12/16	\$2,361.42
		12/15-75226321539	230279	NAT GAS 2710 DUORTAIL	\$981.63
		12/15-75997100005	230278	NAT GAS 871 GW WAY 11/14-12/16	\$1,237.56
		12/15-80577100003	230279	NAT GAS 200 BLDG 11/13-11/12	\$5,302.76
		12/15-90577100002		NAT GAS 300 BLDG 11/13-12/14	\$6,797.58
		12/15-96738100005		NAT GAS 505 SWIFT 11/14-12/16	\$2,199.74
COMPLETE CLEANING SYSTEMS		71928	230147	MACHINE SCRUB WAREHOUSE	\$175.00
EWING IRRIGATION PRODUCTS INC		715937	230163	UV REG	\$638.04
		731342	230298	REPAIR RADIO TRANSMITTER	\$43.44
		731343		REPAIR RADIO TRANSMITTER	\$236.74
		775344		TEES/BUSHING/VALVES/NIPPLES	\$3,653.96



City Of Richland

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From: 12/28/2015 To: 1/8/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EWING IRRIGATION PRODUCTS INC		784146	230298	200 PEB RAINBIRD	\$249.98
		789854		ESP-LXBASIC 12STA	\$248.32
FASTENAL COMPANY		WARIC53975	230302	3VLI COIN CELL BATTERY	\$2.24
FRONTIER	S016683	12/15 2061882614	230305	TELEPHONE CHARGE 12/19/15 - 1/	\$1,064.38
	S016683			TELEPHONE CHARGE 12/19/15 - 1/	\$30.02
GENSCO INC		845521706	230310	SENSOR THERMISTOR	\$20.89
		845527439		MODULE	\$166.80
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		48259	230323	CART PLAST CHAT TROL	\$49.39
MONARCH MACHINE & TOOL CO INC		B181292	230200	IRRIGATION VAULT LIDS	\$1,482.82
REXEL INC DBA		I031757	230340	IMAT FD30MWC WHI 30 MIN	\$54.80
		I281896	230214	ULTRASONIC CEIL	\$267.96
		I286849	230340	RACO 203 4SQ EXT	\$5.40
		I424859		PORTABLE HEAT/FUSE BLOCK	\$193.88
RICHLAND ACE HARDWARE		049225	230216	CABLE/CONNECTOR	\$23.43
		049288	230342	CONCRETE	\$26.02
		48944		CONCRETE	\$19.52
		49015	230216	FASTENERS	\$1.50
		49182		CAULK/METAL TAPE	\$22.01
		49217		FLASHLIGHT/PAINTBRUSH	\$15.84
SPRAGUE PEST SOLUTIONS		2702417	230346	PEST CONTROL SRVCS-OCT	\$146.61
STONEWAY ELECTRIC SUPPLY		S101444023.001	230347	LITHONIA 388087	\$62.59
		S101465115.001	230226	18W LED COOL LGT-300 BLDG	\$579.27
		S101465115.002	230347	RAB FFLED 18	\$172.67
		S101470483.001	230226	COMPACT FLUORESCENT LAMP	\$131.75
		S101473564.001	230347	MINI CIRCUIT/ALUM COIL/CU WIRE	\$37.86
STRAIGHT LINE CONCRETE SAWING & DRILLING INC		001164	230349	FLAT SAWING CONCRETE	\$162.45
TACOMA SCREW PRODUCTS INC		22132106	230228	GROMMETS/WIRE BUSHINGS/FUSE	\$56.59
THE DRAIN SURGEON		33993	230230	SNAKED MAIN LINE-LIBRARY	\$667.89
THE SHERWIN WILLIAMS CO		3324-5	230231	PAINT PAIL/LINER	\$23.97
WALLA WATER INC DBA		15273	230241	REPAIR FREIGHT DOOR AT SHOPS	\$124.89
WON-DOOR CORP		204381	230367	REPAIR DOOR-ATTACH CHAIN/GREAS	\$1,024.82
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$63,172.02
Division:	900	NON-DEPARTMENTAL			
FAMILY FARMS DBA	P053589	C14-002/RETAINAGE	230300	CONTRACT WITH 2F ENTERPRISES F	\$403.53
	P053589			C/O #1 ISSUED TO REMOVE AN	\$1,624.50
NON-DEPARTMENTAL TOTAL ****					\$2,028.03
GENERAL FUND Total ***					\$355,070.31
FUND	101	CITY STREETS			
Division:	401	STREETS MAINTENANCE			



City Of Richland

VL-1 Voucher Listing

From: 12/28/2015 To: 1/8/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED SIGNAL & CONTRACTING LLC	P054957	2428	230116	RAILROAD CROSSING INSPECTIONS	\$360.00
AMERICAN ROCK PRODUCTS INC	P056056	257580	230266	5/8" MINUS TOP COURSE, INV:257	\$103.76
BENTON PUD		12/15-72866300000	230129	WYE LIGHTS-BADGER REPEATER	\$59.35
DENNY'S		11/24/15	230295	OVERTIME MEALS 11/24/15	\$24.00
FASTENAL COMPANY		WARIC54162	230302	BOLTS	\$43.35
FRONTIER	S016683	12/15 2061882614	230305	TELEPHONE CHARGE 12/19/15 - 1/	\$30.03
	S016683			TELEPHONE CHARGE 12/19/15 - 1/	\$54.74
INLAND ASPHALT CO	P056055	32-2201515	230320	5/8 ASPHALTIC CONCRETE HOT MIX	\$57.56
	P056055	32-2201957		5/8 ASPHALTIC CONCRETE HOT MIX	\$85.19
METROPOLITAN TRANSPORTATION COMMISSION	P056063	4926-AR9856	230460	STREETSAVER Annual Mntnc Renew	\$3,500.00
RICHLAND ACE HARDWARE		210633	230216	ANTI-FREEZE	\$25.98
TRAFFIC SAFETY SUPPLY CO INC	S016624	106396	230233	FREIGHT	\$108.64
	S016624			30" X 36" .080 ALUMINUM SIGN B	\$263.90
	S016624			PREMARK COMBINATION LEFT ARROW	\$948.21
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$94.04

STREETS MAINTENANCE TOTAL ****

\$5,758.75

CITY STREETS Total ***

\$5,758.75

FUND 112

INDUSTRIAL DEVELOPMENT FUND

Division:

305

ECONOMIC DEVELOPMENT

REXEL INC DBA		I381667	230340	LGD LED	\$319.28
RGW ENTERPRISES PC	P055364	11/15-CITY HALL	230341	#116-15 ECON DEV CONSULTANT	\$427.50
	P055364	11/15-CWCP		#116-15 ECON DEV CONSULTANT	\$1,092.50
	P055364	11/15-DOE TXFR		#116-15 ECON DEV CONSULTANT	\$357.50
	P055364	11/15-HRBC		#116-15 ECON DEV CONSULTANT	\$547.50
	P055364	11/15-LRF		#116-15 ECON DEV CONSULTANT	\$1,092.50
	P055364	11/15-POLAR		#116-15 ECON DEV CONSULTANT	\$427.50
	P055364	11/15-SI STEEL		#116-15 ECON DEV CONSULTANT	\$332.50
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$34.85

ECONOMIC DEVELOPMENT TOTAL ****

\$4,631.63

Division:

306

ECONOMIC DEVELOPMENT
PROJECTS

INLAND BATH & KITCHEN, INC		IBK REIMB 12-15	230321	REIMB COST FOR 580 CP DR	\$4,246.57
MACKAY & SPOSITO INC		026827	230191	HORN RAPIDS MASTER PLAN UPDATE	\$562.50

ECONOMIC DEVELOPMENT PROJECTS TOTAL ****

\$4,809.07

INDUSTRIAL DEVELOPMENT FUND Total ***

\$9,440.70

FUND 117

CRIMINAL JUSTICE SALES TAX

Division:

131

CJST POLICE ACTIVITY

BICKFORD, JEFF		15-540 BICKFORD	230130	15-540 ICAC OPERATION	\$352.00
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City Of Richland

VL-1 Voucher Listing

From: 12/28/2015 To: 1/8/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GALLS, LLC	P056017	004568763	230167	SHIPPING	\$4.87
	P056017			TR643 DKNV MD SHT 5.11 TACTICA	\$146.58
	P056017			ST882 ASH MD SWEATPANTS ASH GR	\$17.35
	P056017			TA019 BLK HEAVY WEIGHT HAND	\$9.72
	P056018	004568765		SHIPPING	\$6.80
	P056018			TR643 DKNV MD REG 5.11 TACTICA	\$146.58
	P056018			TS717 WHT XL SPORT TEK DR MESH	\$47.74
	P056018			ST291 NAV LG SPORT TEK JERSEY	\$34.71
	P056018			TA019 BLK HEAVY WEIGHT HAND TR	\$9.72
	P056017	004579099		TS717 WHT MD SPORT TEK DR MESH	\$47.74
	P056017			SHIPPING	\$1.31
	P056017	004588121		ZA2730 NAV MD REG RED KAP UTIL	\$61.74
	P056017			ADD NAME TAG - NASH	\$3.26
	P056017			ADD PATCHES TO SHOULDER	\$3.26
	P056018	004588122		ADD NAME TAG - CARMONA	\$3.26
	P056018			SHIPPING	\$1.91
	P056018			ADD PATCHES TO SHOULDER	\$3.26
	P056018			ZA2730 NAV XL REG RED KAP UTIL	\$61.74
	P056018			TAX ADJUSTMENT	\$0.01
	P056017	004596637	230307	ST291 NAV MD SPORT TEK JERSEY	\$17.35
	P056017	004604132		ST175 ASH MD JERZEES CREWNECK	\$13.01
	P056017			SHIPPING	\$2.32
	P056017			PRINT LAST NAME ON FRONT OF SH	\$5.43
	P056017			PRINT LAST NAME ON BACK OF SHI	\$16.29
	P056017			PRINT LAST NAME ON FRONT OF SH	\$16.29
	P056017			TS530 WHT MD HANES SHORT SLEEV	\$29.26
	P056017			PRINT LAST NAME ON BACK OF SHI	\$5.43
	P056018	004604133		PRINT LAST NAME ON FRONT OF SH	\$10.86
	P056018			TS530 WHT XL HANES SHORT SLEEV	\$19.50
	P056018			ST175 ASH XL JERZEES CREWNECK	\$13.01
	P056018			PRINT LAST NAME ON BACK OF SHI	\$10.86
	P056018			PRINT LAST NAME ON FRONT OF	\$5.43
	P056018			PRINT LAST NAME ON BACK OF SHI	\$5.43
	P056018			SHIPPING	\$1.81
	P056018			TAX ADJUSTMENT	(\$0.01)
	P056018	004604141		SHIPPING	\$0.49
	P056018			ST882 ASH LG SWEATPANT ASH GRY	\$17.35
	P055539	152048-01		#32278-86 PANT MENS DK NAVY PO	\$97.69
LARSEN GUNSMITHING & FIREARMS	P056041	8576	230325	#21210 ACADIA NON INSULATED 9.	\$255.21
	P056041			#21210 ACADIA NON-INSULATED 10	\$255.21
PUBLIC SAFETY TESTING INC		2015-6572	230338	4TH QTR 2015 SUBSCRIPTION FEES	\$412.50



City Of Richland

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From: 12/28/2015 To: 1/8/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TAYLOR, JEFFERY M		15-541 TAYLOR	230229	15-541 ICAC INVESTIGATION	\$74.00
CJST POLICE ACTIVITY TOTAL ****					\$2,248.28
CRIMINAL JUSTICE SALES TAX Total ***					\$2,248.28
FUND 154	HOME FUND				
Division:	309	HOME PROGRAM			
BENTON FRANKLIN TITLE COMPANY		DPA 15-23	230387	DPA CHAMBERLIN/505 BARTH	\$10,000.00
HOME PROGRAM TOTAL ****					\$10,000.00
HOME FUND Total ***					\$10,000.00
FUND 301	STREETS CAPITAL CONSTRUCTION				
Division:	402	ARTERIAL STREETS			
ARROW CONSTRUCTION SUPPLY INC	S016515	166762	230124	2014 CRAFTCO SS125D 125 GALLON	\$4,344.00
FOSTER PEPPER PLLC	P056049	1119702	230166	CENTER PARKWAY LEGAL SERVICES:	\$110.00
	P056049	1119712		CENTER PARKWAY LEGAL SERVICES:	\$385.00
	P056049	1119716		CENTER PARKWAY LEGAL SERVICES:	\$802.71
VALMONT INDUSTRIES INC	S016608	CD289000350	230358	PEDESTRIAN PUSH BUTTON POLE, P	\$5,424.57
WESTERN CONCRETE ACCESSORIES		31625	230249	SPEEDCRETE	\$53.87
ARTERIAL STREETS TOTAL ****					\$11,120.15
STREETS CAPITAL CONSTRUCTION Total ***					\$11,120.15
FUND 317	FIRE STATION 74 CONSTRUCTION				
Division:	900	NON-DEPARTMENTAL			
CRAFTSMAN CABINETS & FLOORCOVERING INC		8679	230153	DESK CABINETS	\$4,950.00
NON-DEPARTMENTAL TOTAL ****					\$4,950.00
FIRE STATION 74 CONSTRUCTION Total ***					\$4,950.00
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
BEDROCK SPECIALTY STONE PRODUCTS		47311	230271	BROWN BASALT BALLAST	\$733.05
PARKS & REC PROJECTS TOTAL ****					\$733.05
PARK PROJECT CONSTRUCTION Total ***					\$733.05
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
ADVANCED TRAFFIC PRODUCTS INC	P056034	0000013996	230261	LAMP TRAFFIC 12" RED BALL LED	\$752.73
ANIXTER INC	P055625	2976510-06	230267	FUSE, S&C, SM4 100E AMP 14.4KV	\$188.37
	S016640	3067000-00		CLAMP DEADEAD, BOLTED, 2/0-556	\$529.10
	P056010	3073579-00	230123	WASHER, SQUARE CURVED, 11/16	\$46.16
	P056010			BOLT, MACHINE 5/8 X 10, JOSLYN	\$57.02



City Of Richland

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From: 12/28/2015 To: 1/8/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ANIXTER INC	P056010	3073579-00	230123	BOLT DOUBLE ARMING, 5/8 X 24,	\$89.60
	P056010			BOLT, MACHINE 5/8 X 12,JOSLYN	\$117.29
	P056015	3075519-00		TERM, JACKETED, T-BODY JACKET	\$570.80
	P056015			STANDOFF INSULATOR, 200A,	\$1,526.92
	P056015	3075519-01	230267	TERMINATION KIT, JACKETED 1/0,	\$1,360.22
	P056015			TERM, JACKETED, T-BODY JACKET	\$95.13
	P056015	3075519-02		TERM, JACKETED 750, 3M QT III	\$5,424.57
	P056015			SPLICE, 3-M 750 KC MIL, INLINE	\$2,040.55
	P056015			TERM, JACKETED, T-BODY JACKET	\$475.67
	P056015			TERM, 1/0 STEM CONNECTOR	\$198.74
	P056015			SPLICE, 3-M CONNECTOR, 1/0 STR	\$82.54
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P055911	3627-553343	230150	TAPE PHASING - YELLOW, 3M #35,	\$173.76
	P055911			TAPE PHASING - RED, 3M #35,	\$173.76
	P055911			PVC SOLVENT CEMENT, QUART SIZE	\$475.02
	P055911			SEALANT POLYCEL 100 EXPANDING	\$776.71
	P055911			ROPE HAND LINE, 3/4", POLY/DAC	\$241.09
	P055911			TAPE PHASING - BLUE, 3M #35,	\$173.76
	P055911			ROPE HAND LINE, 1/2", POLY/DAC	\$114.03
	P055911			TAPE PHASING - WHITE, 3M #35,	\$69.50
	P055911			TAPE 3M #88, 1 1/2 X 44FT	\$649.43
	P055927	3627-553422		BALLAST, ELECTRONIC, DIMMABLE	\$954.27
	P055927			BALLAST, PARKWAY, 150W -175W	\$47.21
	P055927			BALLAST, WHS & EQUIP HI-BAY	\$64.99
	P055927			BALLAST, NEMA PREMIUM 120-277V	\$86.66
	P055911	3627-553904		UNISTRUT BRACKET 24"	\$1,478.32
GENERAL PACIFIC INC	P056003	1248357	230168	COUPLING,PVC,4",SPLIT ADPTR,	\$76.89
	P055624	1248602	230309	XFMR,PAD,3-PH 300 KVA 480Y/277	\$9,768.57
H2 PRE-CAST INC	P055958	128921	230312	VAULT COVER V19 SWITCHRING 12"	\$3,258.00
	P055958			VAULT COVER V11/V13, 36 X 36	\$2,063.40
	P055958			VAULT COVER V11 OR V13, 12X28	\$1,303.20
	P055958			VAULT COVER V19 SWITCH RING 6"	\$868.80
	P055958			VAULT V19, 84X56X48, BASE,	\$2,932.20
	P055958	128978		VAULT COVER V3, 12X25 KNOCKOUT	\$1,954.80
	P055958			VAULT COVER V19 SWITCHRING 12"	\$651.60
	P055958			VAULT COVER V19 SWITCH RING 6"	\$434.40
	P055958			VAULT V19, 84X56X48, BASE,	\$2,932.20
PARAMOUNT SUPPLY COMPANY	P055855	253438	230208	ADJUST FOR TAX	(\$0.06)
	P055855			LUBRICANT, CORROSION-X	\$597.91
WESCO DISTRIBUTION INC	P055915	661383	230505	GUY GRIP 7/16" TYPE D BAIL	\$622.55
	P055915	663129		WIRE, GUY 7/16 UTILITY GRADE,	\$776.49
TOTAL ****					\$47,274.87



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From: 12/28/2015 To: 1/8/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 501 BUSINESS SERVICES					
CERIUM NETWORKS INC	P055972	050821	230137	ACCESS POINTS, CISCO 2702I PER	\$1,497.25
FRONTIER	S016683	12/15 2061882614	230305	TELEPHONE CHARGE 12/19/15 - 1/	\$89.93
NORTHWEST PUBLIC POWER ASSOCIATION		12985	230469	2016 NWPPA MEMBERSHIP DUES	\$30,000.00
		13051		2016 NW WAGE & HR DUES	\$645.00
UNITED PARCEL SERVICE	S016681	000986641525	230236	GROUND PKG W/INSURANCE TO	\$41.62
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	(\$10.75)
	P056048			VERIZON WRLS CHARGES 10/29-11/	\$127.76
BUSINESS SERVICES TOTAL ****					\$32,390.81
Division: 502 ELECTRICAL ENGINEERING					
GRAINGER	S016677	9908093116	230172	MARKING FLAG RED ITEM #3JUR9	\$36.88
GROHS, SHANE		15-530-GROHS	230173	15-530 EUCI SOLAR GROHS 121415	\$945.09
SPIDAWEB LLC	P056058	834	230488	SpidaCalc Annual Mntnc & Suppo	\$1,250.00
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$225.36
WATER SOLUTIONS INC	P054903	12335	230502	DCS (703) BDLG WATER UNIT RENT	\$13.59
ELECTRICAL ENGINEERING TOTAL ****					\$2,470.92
Division: 503 POWER OPERATIONS					
AMERICAN ROCK PRODUCTS INC		256190	230122	5/8 MINUS TOP	\$80.50
		256984		5/8" MINUS TOP	\$65.17
BEAVER BARK & ROCK		718448	230127	CONCRETE	\$108.58
		718818		MIDNIGHT ROCK LG#4	\$37.99
		718849		MIDNIGHT ROCK LG#4	\$18.99
BENTON PUD	P054851	12/15-2940995135	230272	FOREMAN TRAINING-C155-15	\$2,416.20
		12/15-4419818251		SAFETY TRAINING 2015	\$2,764.00
		12/15-72866300000	230129	WYE LIGHTS-BADGER REPEATER	\$13.03
BLUE TARP FINANCIAL INC	S016684	34438191	230273	18V BATTERY, DEWALT, 2/PACK, P	\$198.00
BOYD'S TREE SERVICE LLC	P054715	4340	230274	TREE PRUNING SERVICE FROM JANU	\$7,267.88
COLUMBIA RIGGING CORP		27355	230289	MECH SPLICED EYE-3/8"WINCH CBL	\$21.72
		27384		MECH SPLICED EYE-3/8"WINCH CBL	\$21.72
CONSTRUCTION AHEAD INC DBA	P055478	25069-01	230292	2015 FLAGGING & TRAFFIC CONTRO	\$2,427.21
GENERAL PACIFIC INC	S016651	1248492	230168	HUSKIE BP-84 BATTERIES	\$224.62
GRAINGER	S016677	9912616159	230172	SOCKET ADAPTER ITEM #5ECC0	\$130.94
HJ ARNETT INDUSTRIES LLC	S016635	INV41524	230316	GLOVE ACCEPTANCE TEST LOW VOLT	\$316.75
	S016635			FREIGHT	\$128.78
	S016635			NEW GLOVE LOW VOLTAGE SIZES:	\$561.15
	S016635			GLOVES ACCEPTANCE TEST HIGH VO	\$371.05
	S016635			ACCEPTANCE TEST HOSES	\$129.80
	S016635			16" 20KV, YB, SZ9	\$165.53
	S016635			BLANKET 36"X36" 40KV ORANGE	\$106.90
	S016635			ACCEPTANCE TEST BLANKETS	\$105.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HJ ARNETT INDUSTRIES LLC	S016635	INV41524	230316	NEW GLOVE ACCEPTANCE TEST	\$90.50
INLAND ASPHALT CO	P056055	32-2201031	230320	5/8 ASPHALTIC CONCRETE HOT MIX	\$1,094.75
	P056055	32-2201515		5/8 ASPHALTIC CONCRETE HOT MIX	\$595.15
LAKESIDE INDUSTRIES INC	S016655	3259637MB	230324	FREIGHT	\$352.88
	S016655			COLD PATCH MATERIAL, EZ STREET	\$733.05
	S016655			COLD PATCH MATERIAL, EZ STREET	\$575.58
NORCO INC	S016664	17476333	230203	BAND-IT HEADGEAR SWEATBANDS	\$55.26
SCHWEITZER ENGINEERING LABORATORIES INC	S016612	2474-17120	230218	UNDERGROUND AUTORANGER, THREE	\$3,920.46
SHERMAN & REILLY INC	S016628	17295	230221	UNDERGROUND CONNECTORS MODEL	\$723.54
TYNDALE ENTERPRISES INC	P054841	1000097	230235	FIRE RETARDANT CLOTHING-2015	\$3,389.84
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$344.08
WESCO DISTRIBUTION INC	S016636	661384	230361	PATRIOT PATCUT245CUAL-18V CUTT	\$3,061.43
POWER OPERATIONS TOTAL ****					\$32,618.03
Division:	504	SYSTEMS DIVISION			
ACCENT SIGNS INC		15062	230260	4 LABELS-8X11 HIGH VOLTAGE	\$38.01
HOME DEPOT CREDIT SERVICES	S016679	3033053	230176	MAGNETS FLEX TAPE	\$35.69
SOFTWARE ONE INC	P056023	US-SCO-462616	230222	VISIOPRO 2016 SNGL MVL, PART	\$338.49
STORAGE BATTERY SYSTEMS INC	S016661	562735	230348	TUBULAR PLATE 2 VOLT 22AH CELL	\$3,840.00
	S016661			FREIGHT	\$590.00
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$283.89
WEIDMANN ELECTRICAL TECHNOLOGY INC	S016658	5900117899	230245	LTC, MINERAL OIL SAMPLE FROM	\$148.00
	S016658	5900117900		TRANSFORMER OIL TEST - DISSOLV	\$40.00
SYSTEMS DIVISION TOTAL ****					\$5,314.08
Division:	505	ENERGY POLICY MGMT			
7 ELEVEN INC		11128-FY2016-0017	230112	415 WRIGHT-REBATE-COMM LIGHTIN	\$2,047.00
A AND R SOLAR CORPORATION	P055862	2345	230113	EE LOAN: M SHRIVASTAVA, 1399	\$15,000.00
AIR TIGHT REMODELING		170-181	230262	1329/31 FARRELL-REBATE-WINDOWS	\$886.08
		170-182		303 GAGE #128-REBATE-WINDOWS	\$292.50
		170-201		2024 BLUE-REBATE-ES DOOR	\$40.00
AIRPORT MINI STORAGE		11128-FY2016-0018	230117	2008 BUTLER LP-REBATE-COMM LIG	\$13,760.00
BENTON PUD		12/15-3287762373	230272	ELECTRIC SRVCS 11/20-12/20/15	\$973.48
CHINOOK HEATING & AIR INC	P055378	23883	230282	EE LOAN: D CARROLL, 1816 MARSH	\$7,468.42
CITY OF RICHLAND		220800	230144	1617 ALDER-REBATE-HP	\$1,000.00
		613480	230284	1816 MARSHALL-REBATE-HP	\$1,000.00
		621480		2105 DAVISON-REBATE-WINDOWS	\$848.55
CLEARRESULT CONSULTING	P055144	078300	230285	DUCTLESS HEAT PUMP PROGRAM	\$80.00
DAYCO HEATING & AIR		44542	230155	628 BIRCH-REBATE-HP/PTCS	\$1,250.00
DELTA HEATING & COOLING INC		23789	230157	317 ABERT-REBATE-DHP	\$800.00
		23790		319 ABERT-REBATE-DHP	\$800.00
EFFICIENCY SOLUTIONS LLC	P054728	11-15	230161	COMMERCIAL ENERGY EFFICIENCY	\$2,440.07



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GILROY FAMILY THREE, LLC		11128-FY2016-0019	230170	3869 KENNEDY-REBATE-COMM LIGHT	\$3,360.00
GLASS NOOK INC		70144	230171	1316 BIRCH-REBATE-WINDOWS	\$274.11
IWI INC		72722	230322	637 BASSWOOD-REBATE-INSULATION	\$341.38
M CAMPBELL & COMPANY INC		17358236	230190	303 GAGE #311-REBATE-HP	\$1,000.00
PERFECTION GLASS		9939644537	230210	1600 BRANTINGHAM-REBATE-WINDOW	\$666.00
		9939645434		1116 ENGLEWOOD-REBATE-WINDOWS	\$202.50
SOFTWARE ONE INC	P056023	US-SCO-462616	230222	VISIOPRO 2016 SNGL MVL, PART	\$338.50
TOTAL ENERGY MANAGEMENT INC		54422WWR	230354	2307 INVERNESS CT-REBATE-HP	\$1,000.00
WATER SOLUTIONS INC	P054903	12335	230502	DCS (703) BDLG WATER UNIT RENT	\$17.38
ENERGY POLICY MGMT TOTAL ****					\$55,885.97
Division:	506	TECHNICAL SERVICES			
STONEWAY ELECTRIC SUPPLY		S101474587.001	230347	BITS-#2 PHILLIPS 1/4 SLOTTED	\$4.02
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$152.73
TECHNICAL SERVICES TOTAL ****					\$156.75
ELECTRIC UTILITY FUND Total ***					\$176,111.43
FUND	402	WATER UTILITY FUND			
Division:	000				
CITY OF RICHLAND		CUST#20781	230139	CUST#20781 INV#25544	\$30.00
		CUST#20923	230140	CUST#20923 INV#25695/25966	\$276.60
		CUST#21163	230141	CUST#21163 INVOICE#25707	\$66.10
		CUST#21226	230142	CUST#21226 INV#25708	\$120.25
		CUST#21673	230143	CUST#21673 INV#25535/696/967	\$291.40
DULE MEHIC		15-00736	230159	REFUND HYDRANT METER #318	(\$30.00)
				REFUND HYDRANT METER #318	\$750.00
EINAR FRIMODT & SONS		15-00182	230162	REFUND HYDRANT METER #348	\$683.90
				REFUND HYDRANT METER #348	(\$1.90)
FAIRCHILD CINEMAS INC		15-00251	230299	REFUND HYDRANT METER #337	(\$30.00)
				REFUND HYDRANT METER #337	\$750.00
		15-00259		REFUND HYDRANT METER #309	\$750.00
				REFUND HYDRANT METER #309	(\$30.00)
FOWLER GENERAL CONSTRUCTION INC		14-00869	230303	REFUND HYDRANT METER #367	(\$30.00)
				REFUND HYDRANT METER #367	\$750.00
KR CONSTRUCTION		15-01273	230187	REFUND HYDRANT METER #330	(\$30.00)
				REFUND HYDRANT METER #330	\$458.60
NORTH STONE RICHLAND LLC		14-02146	230204	REFUND HYDRANT METER #353	\$720.00
				REFUND HYDRANT METER #353	(\$30.00)
P & R CONSTRUCTION		15-01420	230207	REFUND HYDRANT METER #349	(\$30.00)
				REFUND HYDRANT METER #349	(\$28.50)
				REFUND HYDRANT METER #349	\$629.75



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VARSITY DEVELOPMENT LLC		15-01465	230238	REFUND HYDRANT METER #329	\$473.40
				REFUND HYDRANT METER #329	(\$30.00)
				REFUND HYDRANT METER #329	(\$6.65)
UNASSIGNED TOTAL ****					\$6,472.95
Division:	410	WATER CAPITAL PROJECTS			
AMERICAN ROCK PRODUCTS INC	P056051	256907	230266	5/8" MINUS TOP COURSE, INV:256	\$458.14
	P056051	257333		5/8" MINUS TOP COURSE, INV:257	\$836.43
BUILDERS HARDWARE & SUPPLY CO INC		S3445614.001	230133	TAP II PS CARD READER	\$2,285.93
		S3452103.001		WTP ACCESS CONTROLLER	\$298.60
CERIUM NETWORKS INC	P055980	050815	230137	SHIPPING	\$20.09
	P055980			Switch for UV Controls Cisco I	\$843.55
GROUNDWATER SOLUTIONS INC DBA	P055952	0367.003-1	230174	NEW SOUTH RHLD WELL WATER SOUR	\$1,624.98
HD FOWLER COMPANY INC		I4103414	230175	30X40 REDUCER-CHLORINE BLDG	\$4,225.51
		I4104307		FREIGHT-CHLORINE BLDG	\$108.60
LINDSAY SALES HOLDING COMPANY DBA	P052094	5704	230189	HORN RAPIDS IRRIGATION PUMP	\$500.00
REXEL INC DBA		I281632	230214	CONTACTOR-CHLORINE BLDG	\$39.62
RH2 ENGINEERING INC	P054457	63953	230215	FUTURE WATER TREATMETN PLANT S	\$2,400.34
STONeway ELECTRIC SUPPLY		S101463903.001	230226	QO FILLER-CHLORINE BLDG	\$8.45
		S101464200.001		RED BUSHING-CHLORINE BLDG	\$4.36
		S101464200.002		MINI CIRCUIT-CHLORINE BLDG	\$227.30
		S101469004.001		120-277V BAL-CHLORINE BLDG	\$48.28
		S101473681.002	230347	COVER-MAG MTR REPLACEMENT	\$345.97
		S101473681.003		PANEL-MAG MTR REPLACEMENT	\$23.40
		S101473726.001		CONDUIT-HR PS RADIO	\$47.10
		S101483357.001		CONDUIT-MAG METER REPLACEMENT	\$68.48
WATER CAPITAL PROJECTS TOTAL ****					\$14,415.13
Division:	411	WATER ADMINISTRATION			
CITY OF KENNEWICK		012010	230138	WATER FRCST/CONSER 10/26-11/22	\$725.87
RH2 ENGINEERING INC	P055760	64041	230215	WATER SYSTEM PLAN-2015: #180-	\$6,555.74
WATER ADMINISTRATION TOTAL ****					\$7,281.61
Division:	412	WATER OPERATIONS			
AMBRO INC DBA		250-109651-01	230121	BATTERY-MEADOW HILLS RES	\$259.99
CASCADE NATURAL GAS CORP		12/15-28638100009	230279	NAT GAS 110 SAINT 11/14-12/16	\$19.50
CORRECT EQUIPMENT INC	S016670	32405	230151	FREIGHT	\$291.61
	S016670			CHLORINATION TABLETS, 55LB PAI	\$5,755.20
GREEN RIVER COMMUNITY COLLEGE/WOW		B5274/2016	230430	BAT 2016 CERT RENEWAL-TALLENT	\$42.00
		B5884/2016		BAT 2016 CERT RENEWAL-ANDREWS	\$42.00
RICHLAND ACE HARDWARE		49066	230216	ICE MELT/JUG/BINOCULAR/PUSHER	\$92.13
UV DOCTOR LAMPS LLC	S016665	9392	230237	UVDRX 1614- AMALGAM LAMP, WEDE	\$16,290.00
	S016665			FREIGHT	\$263.37



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$158.59
WA STATE DEPARTMENT OF HEALTH		005707/2016	230499	WW OPERATOR 2016 CERT-TALLENT	\$42.00
		006666/2016		WW OPERATOR 2016 CERT-FINCH	\$42.00
		007014/2016		WW OPERATOR 2016 CERT-ANDREWS	\$42.00
		007472/2016		WW OPERATOR 2016 CERT-EGGERS	\$42.00
		007927/2016		WW OPERATOR 2016 CERT-DESPARTE	\$42.00
		010568/2016		WW OPERATOR 2016 CERT-CLARK	\$42.00
		010769/2016		WW OPERATOR 2016 CERT-ROGALSKY	\$42.00
		011578/2016		WW OPERATOR 2016 CERT-FATELEY	\$42.00
		013226/2016		WW OPERATOR 2016 CERT-MASTERS	\$42.00
WATER METRICS CO WEST		IVC52359	230244	GAUGE CALIBRATION	\$102.03
WATER OPERATIONS TOTAL ****					\$23,694.42
Division:	413	WATER MAINTENANCE			
AMERICAN ROCK PRODUCTS INC	P056051	256565	230266	ENVIRONMENTAL FEE, INV:256565	\$10.86
	P056051			5-SACK CONCRETE MIX, 3/4	\$944.82
BEAVER BARK & ROCK		718448	230127	CONCRETE	\$162.88
		724046	230270	LANDSCAPE ROCK	\$32.53
		724107		LANDSCAPE ROCK	\$32.53
		724546		CONCRETE-1130 APPALOOSA	\$108.58
E H WACHS COMPANY		INV117245	230160	VALVE TURNER BLUETOOTH	\$551.22
GC SYSTEMS, INC		32486	230308	8" REPAIR KIT	\$434.51
GRAINGER	S016677	9918341802	230172	GATE VALVE ITEM #4EMJ1	\$9.76
GREEN RIVER COMMUNITY COLLEGE/WOW		B4096/2016	230430	BAT 2016 CERT RENEWAL-CRATER	\$42.00
HD FOWLER COMPANY INC		I4106015	230175	SADDLE W/STRAPS	\$191.28
HD SUPPLY WATERWORKS LTD	S016644	E877200	230314	4" DISMANTLING JOINT, STYLE DJ	\$798.54
	S016644			4" RESTRAINED FLANGED COUPLING	\$131.18
	S016646	E877264		6" RESTRAINED FLANGED COUPLING	\$168.55
	S016646			10" MECHANICAL JOINT 90DEG BEN	\$168.38
	S016646			10" MJ X IPS TRANSITION GASKET	\$14.14
	S016646			8 X 8 MECHANICAL JOINT TEE, C1	\$158.18
	S016646			10" MJ ACCESSORY PACK FOR DUCT	\$30.03
	S016646			8" COUPLING, STYLE 501, 8.55-8	\$153.08
	S016646			6" MJ RESTRAINT KIT WITH COMPL	\$36.39
	S016646			6" DOUBLE STRAP SERVICE SADDLE	\$86.13
	S016646			8" MECHANICAL JOINT 90DEG BEND	\$317.52
	S016646			10 X 8 MECHANICAL JOINT TEE, C	\$197.86
	S016646			12" MJ RESTRAINT KIT WITH COMP	\$217.59
	S016646			10 X 10 MECHANICAL JOINT TEE,	\$226.13
	S016646			8" MECHANICAL JOINT 45DEG BEND	\$258.00
	S016646			10 X 8 MECHANICAL JOINT REDUCE	\$261.62
	S016646			12 X 10 MECHANICAL JOINT REDUC	\$119.08



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HD SUPPLY WATERWORKS LTD	S016646	E877264	230314	12 X 8 MECHANICAL JOINT TEE, C	\$313.33
	S016646			12" COUPLING, STYLE 501, 12.70	\$337.47
	S016646			10" DUCTILE IRON PIPE, CLASS 5	\$398.97
	S016646			8" MJ RESTRAINT KIT WITH COMPL	\$1,088.04
	S016646			8" RESTRAINED FLANGED COUPLING	\$673.59
	S016646			8" DUCTILE IRON PIPE, CLASS 50	\$1,747.59
	S016646			8" DOUBLE STRAP SERVICE SADDLE	\$294.91
	S016646			10" MJ RESTRAINT KIT WITH COMP	\$700.80
	S016646			10" COUPLING, STYLE 501, 10.70	\$574.60
INLAND ASPHALT CO	P056055	32-2201031	230320	5/8 ASPHALTIC CONCRETE HOT MIX	\$115.12
	P056055	32-2201515		5/8 ASPHALTIC CONCRETE HOT MIX	\$16.12
JT AUTOMOTIVE PARTS INC DBA		348398	230180	BEARINGS-WILLOWBROOK WELL	\$46.65
KELLER SUPPLY COMPANY		S009222143.001	230185	NO LEAD ELBOWS	\$27.74
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		47679	230186	HYDRANT MTR DBL CHECKS	\$778.58
RICHLAND ACE HARDWARE		210648	230342	PADLOCK/KEY RING	\$14.64
		49117	230216	COUPLERS-UV SALT IN	\$61.53
		49142		COUPLERS/CLAMPS/POLY PIPE	\$9.81
		49249	230342	FASTENERS/SCRAPER	\$15.58
		49251		FASTENERS	\$28.84
STONEWAY ELECTRIC SUPPLY		S101431736.001	230347	LIGHTING-TAP II PUMP STATION	\$111.89
UNITED RENTALS INC		133980627-001	230357	WINTER SHORING FLUID	\$192.81
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$215.50
WA STATE DEPARTMENT OF HEALTH		007535/2016	230499	WW OPERATOR 2016 CERT-WEIXEL	\$42.00
		010634/2016		WW OPERATOR 2016 CERT-SIEFKEN	\$42.00
WATER MAINTENANCE TOTAL ****					\$13,711.48
WATER UTILITY FUND Total ***					\$65,575.59
FUND 403	WASTEWATER UTILITY FUND				
Division:	421	SEWER CAPITAL PROJECTS			
HOME DEPOT CREDIT SERVICES	S016679	6031281	230176	WHITEWOOD, GOLD SCREWS	\$63.22
SHARPE & PRESZLER CONSTRUCTION	S016617	C237-15/PYMT 2	230220	550 COLUMBIA POINT DRIVE SEWER	\$3,795.57
SUNBELT RENTALS INC		56752142-001	230227	SOLIDS BLDG-HEATER RENTAL	\$1,385.39
SEWER CAPITAL PROJECTS TOTAL ****					\$5,244.18
Division:	422	SEWER OPERATIONS			
ALS GROUP USA CORP DBA	P055771	51-322510-0	230119	COR WWTP BIO-SOLIDS 10/5/15	\$140.00
	P055771			OTHER DRY: 8082A POLYCHLORINAT	\$95.00
	P055771			OTHER DRY: 1631APP TOTAL MERCU	\$60.00
	P055771			OTHER DRY: 8270D SEMIVOL ORG C	\$215.00
	P055771			OTHER DRY: 8081 B ORGANOCHLORI	\$160.00
	P055771			OTHER DRY: 9065 MODIFIED PHENO	\$45.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ALS GROUP USA CORP DBA	P055771	51-322510-0	230119	OTHER DRY: SM4500-CN-E CYANIDE	\$45.00
	P055771			OTHER DRY: ASTM D1426-081 TOT.	\$35.00
	P055771			OTHER DRY: 9056A SULFATE	\$25.00
	P055771			OTHER DRY: 365.3M PHOSPHORUS	\$18.00
	P055771			OTHER DRY: 350.1M NITROGEN AMM	\$25.00
	P055771			OTHER DRY: 353.2M NITROGEN,	\$25.00
	P055771			OTHER DRY: 353.2M NITROGEN, NI	\$25.00
	P055771			OTHER DRY: 8260C VOLATILE ORG	\$160.00
	P055771			OTHER DRY: 6010C MODIFIED-META	\$32.00
	P055771			OTHER DRY: SM2540B MODIFIED TO	\$30.00
	P055826	51-323552-0		WATER: 625 SEMIVOL. ORGANIC CO	\$215.00
	P055826			US LINEN & UNIFORM 10/13/15	\$60.00
	P055826			WATER: 624 VOLATILE ORGANIC CO	\$400.00
	P055826			WATER: 420.1 PHENOLICS	\$45.00
	P055826			WATER: 200.8 TRACE ELEMENTS	\$130.00
	P055826			WATER: 608 ORGANCHLOR. PEST./P	\$160.00
	P055826			WATER: 1631E TOTAL MERCURY	\$60.00
	P055826			WATER: 335.4 TOTAL CYANIDE	\$40.00
	P055826			WATER: OIL & GREASE TOTAL HEM	\$200.00
	P055868	51-323574-0		WATER: 335.4 TOTAL CYANIDE	\$40.00
	P055868			WATER: 420.1 PHENOLICS	\$45.00
	P055868			BATTELLE 003 10/20/15 SAMPLING	\$60.00
	P055868			WATER: 200.8 TRACE ELEMENTS	\$130.00
	P055868			WATER: 608 ORGANCHLOR. PEST./P	\$160.00
	P055868			WATER: 625 SEMIVOL. ORGANIC CO	\$215.00
	P055868			WATER: 624 VOLATILE ORGANIC CO	\$400.00
	P055868			WATER: 1631E TOTAL MERCURY	\$60.00
	P055867	51-324467-0	230264	UNITECH 10/20/15 SAMPLING EVEN	\$60.00
	P055867			WATER: 1631E TOTAL MERCURY	\$60.00
	P055867			WATER: 624 VOLATILE ORGANIC CO	\$400.00
	P055867			WATER: 625 SEMIVOL. ORGANIC CO	\$215.00
	P055867			WATER: OIL & GREASE TOTAL HEM	\$200.00
	P055867			WATER: 608 ORGANCHLOR. PEST./P	\$160.00
	P055867			WATER: 200.8 TRACE ELEMENTS	\$130.00
	P055867			WATER: 335.4 TOTAL CYANIDE	\$40.00
	P055867			WATER: 420.1 PHENOLICS	\$45.00
	P055894	51-324489-0		WATER: 335.4 TOTAL CYANIDE	\$40.00
	P055894			WATER: 624 VOLATILE ORGANIC CO	\$200.00
	P055894			WATER: 608 ORGANCHLOR. PEST./P	\$160.00
	P055894			WATER: 200.8 TRACE ELEMENTS	\$130.00
	P055894			WATER: 1631E TOTAL MERCURY	\$60.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ALS GROUP USA CORP DBA	P055894	51-324489-0	230264	EMSL 11/4/15 SAMPLING EVENT-	\$60.00
	P055894			WATER: OIL & GREASE TOTAL HEM	\$50.00
	P055894			WATER: 420.1 PHENOLICS	\$45.00
	P055894			WATER: 625 SEMIVOL. ORGANIC CO	\$215.00
	P055886	51-324490-0		WATER: 335.4 TOTAL CYANIDE	\$80.00
	P055886			WATER: 420.1 PHENOLICS	\$90.00
	P055886			WATER: 1631E TOTAL MERCURY	\$120.00
	P055886			WATER: OIL & GREASE TOTAL HEM	\$200.00
	P055886			COR WWTP INFLUENT/EFFLUENT 11/	\$260.00
FEDERAL EXPRESS CORP		2379-9313-6	230165	SHIPPING-ALS SAMPLES	\$8.47
HOME DEPOT CREDIT SERVICES	S016679	9032206	230176	HOMER BUCKET/SPRAY PAINT/SHOVE	\$232.87
POLYDYNE INC	P055987	1013980	230337	EMULSION POLYMER, CLARIFLOC C6	\$5,428.00
STEEBER'S LOCK SERVICE		564485	230225	WWTF LOCK REPAIR	\$97.74
UNITED PARCEL SERVICE	S016681	000986641525	230236	GROUND PKG TO GREEN MOUNTAIN	\$5.77
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$157.66
SEWER OPERATIONS TOTAL ****					\$12,505.51
Division:	423	SEWER MAINTENANCE			
GRAINGER	S016677	9918341810	230172	VIBRATION METER FLUKE ITEM #39	\$2,096.52
OWEN EQUIPMENT COMPANY	P055807	00170303	230335	CRAWLER REPAIR AS PER QUOTE	\$988.26
TACOMA SCREW PRODUCTS INC		22132822	230350	WWTF VALVE TURNERS-FLAT STK	\$8.97
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$145.23
SEWER MAINTENANCE TOTAL ****					\$3,238.98
WASTEWATER UTILITY FUND Total ***					\$20,988.67
FUND	404	SOLID WASTE UTILITY FUND			
Division:	000				
ROUTEWARE INC	P056044	96975	230344	ANNUAL SUPPORT AGREEMENT	\$2,762.78
UNASSIGNED TOTAL ****					\$2,762.78
Division:	432	SOLID WASTE COLLECTION			
THE SHERWIN WILLIAMS CO		1692-6	230351	GRAFFITI REMOVER	\$28.21
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$34.85
SOLID WASTE COLLECTION TOTAL ****					\$63.06
Division:	433	SOLID WASTE DISPOSAL			
BENTON COUNTY SHERIFF'S OFFICE		11/15-WORKCREW II	230128	WORKCREW II-NOVEMBER 2015	\$1,090.71
FASTENAL COMPANY		WARIC54013	230302	SAFETY GLASSES	\$52.50
FRONTIER	S016683	12/15 2061882614	230305	TELEPHONE CHARGE 12/19/15 - 1/	\$119.99
MITCHELL, FRANK		DECEMBER 2015	230332	MITCHELL-MILEAGE DEC 2015	\$36.23
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$54.84
SOLID WASTE DISPOSAL TOTAL ****					\$1,354.27



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SOLID WASTE UTILITY FUND Total ***					\$4,180.11
FUND 405	STORMWATER UTILITY FUND				
Division:	441	STORMWATER			
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$19.73
STORMWATER TOTAL ****					\$19.73
STORMWATER UTILITY FUND Total ***					\$19.73
FUND 407	MEDICAL SERVICES FUND				
Division:	121	AMBULANCE			
ON SCENE MEDICAL SERVICES, P.C.	P056050	0034	230205	FLU VACCINATIONS	\$1,120.00
	P056050			ANNUAL TB TESTING	\$87.00
PUBLIC SAFETY TESTING INC		2015-6572	230338	4TH QTR 2015 SUBSCRIPTION FEES	\$412.50
SEA WESTERN INC	P056007	188299	230345	PANT HEMMING	\$29.87
	P056007			LION #BDU1951P-20 PANT W/EMS	\$912.24
	P056007			SHIPPING	\$11.02
AMBULANCE TOTAL ****					\$2,572.63
MEDICAL SERVICES FUND Total ***					\$2,572.63
FUND 408	BROADBAND FUND				
Division:	460	BROADBAND ADMINISTRATION			
HANFORD AREA ECONOMIC INVESTEMENT FUND		58-01-01/PYMT 3	230313	C120-13 FIBER LOAN 58-01-01	\$1,840.00
				C120-13 FIBER LOAN 58-01-01	\$14,104.66
BROADBAND ADMINISTRATION TOTAL ****					\$15,944.66
BROADBAND FUND Total ***					\$15,944.66
FUND 501	CENTRAL STORES FUND				
Division:	000				
HORIZON DISTRIBUTION INC	P056040	902428	230317	SHACKLE, 3/8 SCREW PIN,1.5 TON	\$16.94
	P056040			TWIN CLEVIS LINK, 3/8", 6600	\$9.38
	P056040			GRAB HOOK, 3/8", CLEVIS,	\$46.70
	P056040			SHACKLE, 1" SCREW PIN, 8.5 TON	\$100.13
	P056040			HAMMER, SLEDGE, 8LB, 32" FIBER	\$89.79
	P056040			SHACKLE, 3/4 SCREW PIN,6.5 TON	\$29.84
	P056046	902988		SCREWDRIVER,SLOTTED,3/16"X 4",	\$15.83
	P056046			PLIERS, 10" TONGUE & GROOVE,	\$110.42
	P056046			PLIERS, COMBIN. SLIP JOINT 6",	\$27.40
	P056046			SCREWDRIVER,SLOTTED,5/16"X 6",	\$24.00
INTERLINE BRANDS INC DBA	P055974	354881914	230177	CLEANER, NON-ACID DISINFECTANT	\$1,759.32
	P055974			CLEANER DISINFECTANT QUAT.BASE	\$229.10



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INTERLINE BRANDS INC DBA	P055974	354881914	230177	CLEANER NEUTRAL FLOOR NO RINSE	\$262.38
	P055974			SOAP, CARTRIDGE LOTION W/PCMX,	\$1,741.73
WEST COAST PAPER COMPANY		9355793	230246	WCP SOLS-67#BRTWHT	\$304.08
	P055590	9358184	230362	PAPER BOND, 20#,8.5 X 11, DNR	\$368.15
	P055590	9358185		PAPER BOND, 20#,8.5 X 11, DNR	\$368.15
UNASSIGNED TOTAL ****					\$5,503.34
CENTRAL STORES FUND Total ***					\$5,503.34
FUND 502	EQUIPMENT MAINTENANCE FUND				
Division:	214	EQUIPMENT MAINTENANCE			
ALTEC INDUSTRIES INC		10489465	230120	HYDRAUL VLV VEH 3325 WO 41202	\$215.76
		10490082		HYD CYL VEH 3325 WO 41202	\$1,321.03
		1049171	230265	HYD CYL VEH 3325 WO 41533	\$1,445.34
		9180924		CREDIT HYD CYL VEH3325 WO41533	(\$1,124.28)
ATOMIC AUTO BODY INC		29142	230125	BUMPER RPR VEH 1380 WO 41471	\$2,374.79
		29144		DOOR RPR VEH 3266 WO 41467	\$965.66
BRAUN NORTHWEST INC		18726	230275	AUTO CHARGE VEH 5042 WO 41318	\$722.03
CENTRAL HOSE & FITTINGS INC		424869	230135	FITTINGS VEH 3325 WO 41202	\$11.29
		425153	230280	FITTINGS VEH 3285 WO 38517	\$64.29
		425154		HYD ASSY VEH 6539 WO 41191	\$46.88
		425179		FITTINGS VEH 3285 WO 38517	\$29.19
		425278		RTRN FTTNGS VEH 3285 WO 38517	(\$64.29)
COLEMAN OIL COMPANY		0397425-IN	230146	LANDFILL FUEL	\$2,236.85
		CL58342	230286	CARD LOCK FUEL 12/14-12/20/15	\$11,048.62
COLUMBIA GRAIN & FEED INC		138491	230287	GCBMT VEH 3247 WO 41362	\$585.35
		138519		FUEL SO/HOSE VEH 5033 WO 41247	\$193.79
COMMERCIAL TIRE INC		218903	230290	TIRE VEH 3292 WO 41484	\$830.40
		218919		TIRE REPAIR VEH 3310 WO 41483	\$1,992.76
		218925		WHEEL VEH 3302 WO 41486	\$141.84
		218929		TIRES VEH 3301 WO 41485	\$268.08
		218935		TIRE VEH 3296 WO 41482	\$830.40
CONNELL OIL INC		0133508-IN	230148	LUBE PRODUCTS	\$1,174.34
		0134647-IN	230291	LUBE PRODUCT VEH 3325 WO 41202	\$92.15
		132812B-IN	230148	LUBE PROD VEH 7143 WO 41311	\$212.56
CORWIN OF PASCO LLC		375052	230152	WPR BLD VEH 2412 WO 41418	\$15.42
CUMMINS NORTHWEST LLC		013-88560	230293	CONDENSER VEH 6456 WO 41189	\$40.63
FAST SIGNS		139-52341	230164	NUMBERS VEH 6598 WO 41450	\$27.15
		139-52377	230301	NUMBERS VEH 3335 WO 41504	\$27.15
GENUINE AUTO GLASS OF TRI CITIES LLC		609687	230169	WS REPAIR VEH 3293 WO 41491	\$32.58
		609692		WS REPAIR VEH 2341 WO 41490	\$32.58
HOME DEPOT CREDIT SERVICES	S016679	1902625	230176	CRIMPTOOL	\$31.91



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HOME DEPOT CREDIT SERVICES	S016679	9720077	230176	1/4" DRIVE	\$6.48
	S016679	9830328		CRIPMP/CUTTER TOOL	\$35.77
	S016679	9943666		SCREWADAPTER/M18 AND M12 FUEL	\$1,158.73
JIM'S PACIFIC GARAGES INC		R100002325	230179	ENGINE REPR VEH 3253 WO 41398	\$223.33
		X100015486		SPLASH GRD VEH 3230 WO 40821	\$23.48
JT AUTOMOTIVE PARTS INC DBA		348386	230180	TRANS FLTR VEH 3230 WO 41394	\$8.82
		348396		AIR FILTERS VEH 3230 WO 40370	\$188.78
		348430		FUEL FILTER VEH 6553 WO 40222	\$12.86
		348432		GSKT CLNG TOOL VEH3248 WO41285	\$22.11
		348440		CARB TUN VEH 2378 WO 41375	\$21.93
		348441		CREDIT FUEL FILTER	(\$9.71)
		348462		WTR PUMP VEH 3234 WO 41376	\$133.59
		348529		MARK LMP VEH 4111 WO 41324	\$20.29
		348536		FILTERS VEH 2408 WO 41388	\$16.93
		348561		BTRY/CRE DEP VEH 1370 WO 41393	\$106.16
		348584		V-BELT VEH 3234 WO 41376	\$40.77
		348589		AIR FILTERS VEH 1202 WO 41396	\$19.48
		348592		WPR BLD VEH 3226 WO 41250	\$17.35
		348593		TLR CON SCKT VEH 2341 WO 41383	\$8.46
		348594		LAMP/PLUG VEH 4142 WO 41386	\$7.65
		348595		SVR DTY VEH 3283 WO 41273	\$24.96
		348597		AIR FILTERS VEH 2414 WO 41399	\$28.30
		348609		GAS CAP VEH 3278 WO 41411	\$17.83
		348624		BRAKE CLNR VEH 3317 WO 41407	\$28.02
		348626		DISC PADS VEH 3317 WO 41407	\$182.89
		348627		FILTERS VEH 3271 WO 41410	\$72.71
		348633		AIR FILTERS VEH 3230 WO 40821	\$81.10
		348634		CREDIT V-BELT	(\$37.96)
		348637		GRINDER VEH 3230 WO 40821	\$54.29
		348648		BATTERY VEH 3266 WO 41405	\$106.16
		348663		WRENCH/SCKT VEH 3291 WO 41395	\$225.89
		348664		FILTERS VEH 2324 WO 41415	\$27.31
		348683		GAS CAP VEH 3297 WO 41421	\$8.92
		348684		PIPE SEA VEH 3320 WO 41419	\$15.41
		348699		CABIN AIR FLTR VEH3328 WO41252	\$14.69
		348700		FILTERS VEH 2272 WO 41424	\$8.71
		348706		FILTERS VEH 3271 WO 41410	\$11.89
		348722		SOCKET VEH 2364 WO 41430	\$5.05
		348731		PADS/CLEANER VEH 1107 WO 41426	\$160.48
		348741		FILTERS VEH 1107 WO 41427	\$19.48
		348747		AIR FILTER VEH 3271 WO 41425	\$57.78



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		348755	230180	COUPLING VEH 3271 WO 41410	\$3.49
		348760		FILTERS VEH 6370 WO 41432	\$115.04
		348767		FILTERS VEH 3265 WO 41433	\$106.69
		348774		HALOGEN LAMP VEH 5039 WO 41436	\$13.19
		348787		TOOLS VEH 3275 WO 41465	\$595.54
		348842		WIPER BLD VEH 2376 WO 41256	\$69.46
		348851		FILTERS VEH 1103 WO 41429	\$19.48
		348853		BRK PADS VEH 1103 WO 41442	\$422.30
		348856		BRK FLD TSTR VEH 1103 WO 41442	\$35.41
		348864		FILTERS VEH 2413 WO 41447	\$16.93
		348882		AIR FILTER VEH 3230 WO 40821	\$31.12
		348899		GAS ADD VEH 6370 WO 41432	\$10.85
		348904		DISC PAD VEH 2413 WO 41440	\$74.68
		348905		BRK RTR VEH 2413 WO 41440	\$91.81
		348934		FILTERS VEH 1201 WO 41451	\$19.48
		348943		GASKET VEH 5033 WO 41247	\$15.62
		348975		CLNR/PAD VEH 1201 WO 41452	\$108.37
		348976		6 PT D SKT VEH 3275 WO 41465	\$9.37
		348978		PENETRANT VEH 3292 WO 41466	\$76.17
		348980		CONTACTS VEH 6456 WO 41189	\$18.81
		349012		CAPSULE VEH 2410 WO 41446	\$9.56
		349041		WIPER BLD VEH 2387 WO 41459	\$18.22
		349130		TRANS FILTER VEH 3175 WO 41364	\$46.40
		349157		BEAM BLADE VEH 1105 WO 41474	\$18.45
		349172		TRLR CON PLG VEH 4099 WO 41475	\$6.29
		349201		FILTERS VEH 2428 WO 41478	\$19.33
		349206		FILTERS VEH 1209 WO 41477	\$19.48
		349269		FLAP WHLS VEH 3285 WO 38517	\$12.36
		349272		BRK CLNR VEH 3325 WO 41202	\$18.68
		349273		SUPPORT VEH 2371 WO 41497	\$46.68
		349305		DSL EXH FLD VEH 3321 WO 41479	\$14.37
		349330		SOCKET/WARRANTY PURCHASE	\$0.00
		349339		CREDIT VLV CVR SET VEH 2352	(\$12.48)
		349374		FILTERS VEH 6428 WO 41503	\$63.17
		349486		FUSE HLDR VEH 3284 WO 41506	\$23.10
MCCURLEY CHEVROLET		386308	230192	FUEL PUMP VEH 1206 WO 41420	\$57.02
		389537	230328	DIFF BEARNGS VEH 2364 WO 41430	\$1,827.70
		891740	230192	KEY VEH 2389 WO 41352	\$41.67
		892201		BELT KIT VEH 1108 WO 41338	\$170.71
		892360		SEALS VEH 2378 WO 41375	\$20.64
		892986		WEAW VEH 2401 WO 41494	\$58.31



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MCCURLEY CHEVROLET		893016	230192	MOTOR VEH 1201 WO 41452	\$165.95
		893024		MOTOR VEH 1201 WO 41452	\$165.95
		893066		SEALS VEH 2324 WO 41455	\$19.78
		893087		COVER/HOSE VEH 2352 WO 41044	\$118.15
		893169		PUMPS VEH 3267 WO 41454	\$209.76
		893186		PULLEY VEH 3267 WO 41454	\$31.30
		893233	230328	COVER VEH 3281 WO 41476	\$129.91
		893362		RADIATOR VEH 1204 WO 41492	\$637.89
		893518		HANDLE/BEZEL VEH 2303 WO 41502	\$146.05
		893562		CHANNEL VEH 2303 WO 41502	\$46.73
		893916		FILTERS VEH 9500 WO 41537	\$304.88
		CM880560	230192	CORE CREDIT VEH 3266 WO 39410	(\$21.72)
		CM881941		HOSE RETURN VEH 2375 WO 39566	(\$138.22)
		CM882670		BELT KIT VEH 1382 WO 39743	(\$198.35)
		CM886579		RET MOD/PIPE VEH 1105 WO 40386	(\$137.61)
		CM887405		CORE CREDIT VEH 3195 WO 40488	(\$21.72)
		CM887801		RET HEAT ACT VEH 2325 WO 40629	(\$103.78)
		CM893169		CORE CREDIT VEH 3267	(\$21.72)
MID COLUMBIA FORKLIFT INC		345006425	230331	MSTR CYL VEH 7069 WO 41187	\$726.26
MONARCH MACHINE & TOOL CO INC		B181290	230200	RPR BCKT DR VEH 3265 WO 41434	\$38.01
NORCO INC		17454149	230203	WELDING SUPP VEH 3275 WO 41465	\$132.21
PARAMOUNT SUPPLY COMPANY		264524	230208	BLK NIP IMP VEH 3286 WO 41040	\$22.59
PETERSON PACIFIC CORP		CI-000031852	230211	PUMP/ORING VEH 7143 WO 41472	\$633.53
REXEL INC DBA		H967039	230214	PANEL VEH 7116 WO 40661	\$79.09
		I186311		CONT BLOCK VEH 3228 WO 41070	\$39.35
SPRAY CENTER ELECTRONICS INC		234543	230224	RADAR KIT VEH 3266 WO 41305	\$673.33
TACOMA SCREW PRODUCTS INC		22132708	230228	SLEDGE HAMMER VEH 3243 WO 4146	\$39.06
		22133124	230350	DISC/SHANK VEH 3285 WO 38517	\$37.53
		22133157		BIT/SOCKET VEH 3311 WO 41443	\$22.31
TIRE FACTORY INC DBA		01-125971	230353	SVC CALL/RPR VEH 7141 WO 41523	\$294.36
		03-111275	230232	WHL SWTCH VEH 3283 WO 41461	\$69.50
		03-111293		TIRES VEH 4129 WO 41499	\$296.54
		03-111391		TIRES VEH 1211 WO 41460	\$1,212.33
		03-111394		TIRES VEH 0071 WO 41481	\$377.89
		03-111447	230352	7 TIRES VEH 5040 WO 41495	\$1,520.17
		03-111448		TIRES VEH 2415 WO 41498	\$609.34
		03-111509		SENSOR VEH 2428 WO 41551	\$46.59
		03-111529		FLAT REPAIR VEH 3188 WO 41552	\$201.65
		PASIN1637039	230355	MISC TOOLS VEH 3243 WO 41464	\$1,468.92
TRANSPORT EQUIPMENT CO INC DBA		PASIN1638465		FILTER VEH 3291 WO 41416	\$49.93
		PASIN1644631		DRAIN VLV/FLAP VEH3175 WO41364	\$19.88



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TRUCKPRO HOLDING CORPORATION		06 229732	230234	MUNCIE PTO VEH 3291 WO 41395	\$2,485.41
		06 229920	230356	CAP/ORING/PLUG VEH0072 WO41481	\$32.46
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$34.85
WESTERN CASCADE CONTAINER LLC		WCCI15454	230248	FLW CONT VLV VEH 3175 WO 41364	\$396.08
WESTERN PETERBILT INC		H242653	230363	CORE CREDIT VEH 3282 WO 39710	(\$48.85)
		H244197		CORE CREDIT VEH 3309 WO 40135	(\$156.38)
		H244781		CORE CREDIT VEH 3309 WO 40135	(\$156.38)
		H245286		CORE CREDIT VEH 3284 WO 40271	(\$78.19)
		H248770		CORE CREDIT VEH 3240 WO 40793	(\$48.21)
		H249701		CORE VEH 3283	\$78.19
		H250184		CORE CREDIT VEH 3283	(\$581.75)
		H250186		CORE RETURN VEH 3296	(\$48.88)
		H250187		CORE RETURN VEH 3205	(\$97.74)
		H250188		CORE RETURN VEH 3283	(\$78.19)
		H250189		CORE RETURN VEH 3296	(\$48.88)
		H250233		BLOWERS VEH 3308 WO 41011	\$89.68
		H250266		PIN/PLT ASSY VEH 3283 WO 41293	\$57.33
		H250403		CABLE VEH 3312 WO 41290	\$75.57
		H250452		MOTOR-BLOWER VEH 3212 WO 41317	\$79.05
		H250753		SLACK VEH 3230 WO 41409	\$299.54
		H250818		TEMP SEN VEH 3311 WO 40571	\$72.10
		H250988		BRAKE KIT VEH 3230 WO 40821	\$327.49
		H250989		CORE CREDIT VEH 3230 WO 40821	\$195.48
		H251040		DIFFUSER VEH 3244 WO 41462	\$69.90
		H251057		BRK KIT VEH 3230 WO 41470	\$285.80
		H251058		CORE/CREDIT VEH 3230 WO 41470	\$0.00
		H251097		BRAKE KIT VEH 6000 WO 41469	\$285.80
		H251098		CORE VEH 6000 WO 41469	\$156.38
		H251246		CORE CREDIT VEH 3230	(\$285.80)
		H251250		CORE CREDIT VEH 3230	(\$327.49)
		H251251		CORE CREDIT VEH 3230	(\$195.48)
		H251380		POWER STRNG VEH 3281 WO 41476	\$1,964.81
		H251381		CORE VEH 3281 WO 41476	\$733.06
WESTERN STATES EQUIPMENT COMPANY		PC110312623	230250	5G 10W TDTO VEH 7143 WO 41311	\$408.81
		PC110312665		SLEEVE/CPLNG VEH 3309 WO 41358	\$131.19
		PC110313120	230365	TUBE/ELBOW VEH 7113 WO 41431	\$757.29
		PC110313121		SEAL/O-RING VEH 7113 WO 41505	\$5.43
		PC110313122		COUPLING VEH 3291 WO 41395	\$13.77
		PC110313267		PIN/SCKT/KIT VEH 5033 WO 41295	\$129.10
WESTERN SYSTEMS & FABRICATION INC		13650	230251	GEAR ASSY VEH 3285 WO 38517	\$9,667.72
		13651		FLLWR PNL VEH 3285 WO 41246	\$1,922.85



City Of Richland

VL-1 Voucher Listing

From: 12/28/2015 To: 1/8/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESTERN SYSTEMS & FABRICATION INC		13697	230251	CLAMP ASSY VEH 6000 WO 41412	\$48.75
		13716	230366	BELT ASY GRP VEH 3281 WO 41367	\$155.27
		13727		DENS PUMP VEH 3315 WO 41449	\$5,323.77
		13732		TURNBUCKLE VEH 3203 WO 41326	\$521.99
		13753		TLGT PROP KIT VEH3203 WO41326	\$332.11
		13755		AIR ACT VEH 3283 WO 41293	\$197.48
		13795		CLR QUAD SWTCH VEH3311 WO41443	\$281.70
		13798		MICRON ELEM VEH 3296 WO 40689	\$125.43
		13799		BELT ASY GRP VEH 3282 WO 41487	\$162.48
		13809		FUSES VEH 3284 WO 41506	\$47.01
		13810		RLLR GRAB ASY VEH3311 WO41443	\$49.28
EQUIPMENT MAINTENANCE TOTAL ****					\$69,124.68
EQUIPMENT MAINTENANCE FUND Total ***					\$69,124.68
FUND 503	EQUIPMENT REPLACEMENT FUND				
Division:	215	EQUIPMENT REPLACEMENT			
WESTERN PETERBILT INC	P055642	P107390	230363	ONE (1) 2016 PETERBILT 320	\$141,395.00
	P055642			SALES TAX	\$12,159.97
EQUIPMENT REPLACEMENT TOTAL ****					\$153,554.97
EQUIPMENT REPLACEMENT FUND Total ***					\$153,554.97
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING			
ABADAN INC		ARIN060450	230114	ASBUILTS	\$3.64
AMERICAN WATER WORKS ASSOCIATION		2614-DUES	230472	AWWA 2016 DUES	\$1,500.00
GEOLINE INC		335105	230311	SURVEY EQP REPAIR/TSC3 RANGER	\$928.24
MODERN OFFICE EQUIPMENT INC		120119	230198	PLOTTER SERVICE REPAIR	\$790.61
VERIZON WIRELESS	P056048	9756355953	230240	VERIZON WRLS CHARGES 10/29-11/	\$17.41
	P056048			VERIZON WRLS CHARGES 10/29-11/	\$459.18
	P054905	9757510792	230498	C/O 1- 3 ADDITIONAL MONTHLY	\$80.02
WATER SOLUTIONS INC	P054903	12335	230502	DCS (703) BDLG WATER UNIT RENT	\$76.01
PW ADMIN & ENGINEERING TOTAL ****					\$3,855.11
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$3,855.11
FUND 506	WORKERS COMPENSATION FUND				
Division:	221	WORKERS COMP INSURANCE RESERVE			
CONOVER INSURANCE INC		1058227	230149	POLICY EWC008827 ADJUSTMENT	\$1,105.00
MATRIX ABSENCE MANAGEMENT INC		1037810	230459	QTRLY ADMIN FEES 12/1-02/28/16	\$9,250.00
WORKERS COMP INSURANCE RESERVE TOTAL ****					\$10,355.00



City Of Richland

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From: 12/28/2015 To: 1/8/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WORKERS COMPENSATION FUND Total ***					\$10,355.00
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
MERCER (US) INC	S016580	102210002583	230194	PROVIDE BENEFITS CONSULTNG AND	\$7,083.33
	S016580	102210002617		PROVIDE BENEFITS CONSULTNG AND	\$7,083.33
REHN & ASSOCIATES INC		NOV 2015	230213	HRA PREMIUM-NOVEMBER	\$309.75
VERDE SERVICES INC		1058420	230239	4TH QTR 2015 FLEX BENEFIT PLAN	\$840.00
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$15,316.41
HEALTH CARE/BENEFITS PLAN Total ***					\$15,316.41
FUND 611	FIREMAN'S PENSION				
Division:	216	FIRE PENSION			
ANDERS, PETER		AP00003701011601	230372	MEDICARE PREMIUM/ANDERS	\$104.90
BOWLS, DAVID		AP00003501011601	230389	MEDICARE PREMIUM/BOWLS	\$104.90
CANFIELD, HARRY R		AP00000401011601	230394	MEDICARE PREMIUM/CANFIELD	\$104.90
CARRICK, HENRY		AP00000501011601	230395	MEDICARE PREMIUM/CARRICK	\$104.90
CLARK, FRANK M		AP00000601011601	230402	MEDICARE PREMIUM/CLARK	\$104.90
DOWNS, DANNY		AP00005101011601	230417	MEDICARE PREMIUM/DOWNS	\$121.80
ELIASON, CURTIS		AP00003301011601	230421	MEDICARE PREMIUM/ELIASON	\$104.90
ESTY, RAYMOND J		AP00000901011601	230424	MEDICARE PREMIUM/ESTY	\$104.90
FERRIANS, ALLEN LARRY		AP00006001011601	230425	MEDICARE PREMIUM/FERRIANS	\$104.90
HOUCHIN, EARL		AP00001201011601	230432	MEDICARE PREMIUM/HOUCIN	\$104.90
JOHNSON, NEILS E		AP00003401011601	230443	MEDICARE PREMIUM/JOHNSON	\$104.90
JONES, HAROLD		AP00005501011601	230445	MEDICARE PREMIUM/JONES	\$104.90
KEYS, JACK D		AP00006201011601	230448	MEDICARE PREMIUM/KEYS	\$129.30
LAHTI, ROGER P		112515RL	230257	NON COVERED MED 11/25-12/23	\$195.00
		121615RL		NON-CEOVERED RX DOS 12/16-17	\$102.69
		AP00006401011601	230450	MEDICARE PREMIUM/LAHTI	\$104.90
MITCHELL, RAYMOND L		AP00001501011601	230462	MEDICARE PREMIUM/MITCHELL	\$105.80
MURRAY, DAVID		AP00008301011601	230465	MEDICARE PREMIUM/MURRAY	\$104.90
MYERS, EDWARD A		AP00007601011601	230466	MEDICARE PREMIUM/MYERS ED	\$104.90
OWEN, MICHAEL		AP00008701011601	230471	MEDICARE PREMIUM/OWEN	\$104.90
POLLARD, JAMES		AP00004801011601	230475	MEDICARE PREMIUM/POLLARD	\$104.90
RKSO LLC DBA		112815HC	230259	4000680 RX DOS 11/28/15	\$959.00
RODGERS, GARY H		MEDICARE-JAN'16	230480	MEDICARE-RODGERS-JAN 2016	\$104.90
RONEY, LARRY		AP00003601011601	230481	MEDICARE PREMIUM/RONEY	\$104.90
SIEMENS, DONALD		AP00008101011601	230486	MEDICARE PREMIUM/SIEMENS	\$104.90
WEST, ROYAL		AP00002001011601	230506	MEDICARE PREMIUM/WEST	\$104.90
WILLIAMSON, CRAIG E		AP00007501011601	230508	MEDICARE PREMIUM/WILLIAMSON	\$104.90



City Of Richland

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From: 12/28/2015 To: 1/8/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FIRE PENSION TOTAL ****					\$3,816.49
FIREMAN'S PENSION Total ***					\$3,816.49
FUND 612	POLICEMEN'S PENSION				
Division:	217	POLICE PENSION			
BAKER, MARSHALL R		AP00006301011601	230382	MEDICARE PREMIUM/BAKER	\$104.90
BARTON DENTAL LLC		110415RL	230254	DENTAL DOS 11/04/15	\$60.40
BATES, LAURIE VERN JR		AP00004901011601	230383	MEDICARE PREMIUM/BATES	\$104.90
BEDEN, LARRY		AP00003801011601	230384	MEDICARE PREMIUM/BEDEN	\$104.90
BRUNSON, DALE A		AP00004201011601	230391	MEDICARE PREMIUM/BRUNSON	\$104.90
BUSH, LEE		AP00008401011601	230393	MEDICARE PREMIUM/BUSH	\$104.90
CASE, MIKE		MEDICARE-JAN'16	230396	MEDICARE-CASE-JAN 2016	\$104.90
CLEAVENGER, WILL J		AP00007301011601	230403	MEDICARE PREMIUM/CLEAVENGER W	\$105.80
CLEMENTS, JOHN M		AP00007401011601	230404	MEDICARE PREMIUM/CLEMENTS	\$104.90
COUCH, LARRY		AP00006601011601	230406	MEDICARE PREMIUM/COUCH	\$104.90
DEMYER, JAMES J		AP00008001011601	230413	MEDICARE PREMIUM/DEMYER	\$104.90
DRIVER, DOUGLAS D		AP00008801011601	230418	MEDICARE PREMIUM/DRIVER	\$121.80
DUCHEMIN, ROGER		AP00000801011601	230419	MEDICARE PREMIUM/DUCHEMIN	\$104.90
GANLEY, JOHN M		AP00007901011601	230427	MEDICARE PREMIUM/GANLEY	\$104.90
HENAGER BLACK DENTISTRY		110315JG	230255	DENTAL DOS 11/3/15	\$2.00
HIGGINS, FRED C		AP00007801011601	230431	HIGGINS MEDICARE PREMIUM	\$104.90
LAGERGREN, KENNETH E DDS		111715RT	230256	DENTAL DOS 11/17/15	\$18.00
LEWIS, DAVID L		AP00004301011601	230453	MEDICARE PREMIUM/LEWIS	\$105.80
LOHDEFINCK, RICHARD N		AP00002301011601	230455	MEDICARE PREMIUM/LOHDEFINCK	\$104.90
MALLEY'S PHARMACY		112115MC	230258	NONCOVERED RX #925606 11/30/15	\$218.00
MOORE, ROBERT		AP00007101011601	230463	MEDICARE PREMIUM/MOORE	\$104.90
SPARKS, DAVID W		AP00005901011601	230487	MEDICARE PREMIUM/SPARKS	\$104.90
THOMAS, GERALD D		AP00003201011601	230494	MEDICARE PREMIUM/THOMAS G	\$104.90
TURNER, ROY		AP00003101011601	230497	MEDICARE PREMIUM/TURNER	\$104.90
WILMOTH, ROD		AP00004501011601	230509	MEDICARE PREMIUM/WILMOTH	\$104.90
ZIMMERMAN, GERALD		AP00005001011601	230511	MEDICARE PREMIUM/ZIMMERMAN	\$121.80
POLICE PENSION TOTAL ****					\$2,641.80
POLICEMEN'S PENSION Total ***					\$2,641.80
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division:	600	SECOMM OPERATIONS GENERAL			
APOLLO SHEET METAL INC	P056078	42306C	230377	FALL HEATING MAINTENANCE	\$1,416.28
AT&T LONG DISTANCE		03030107210 CRED	230269	10/21-11/21/15 OVERPAYMENT	(\$0.10)
		12/15 03030107210		FAX LINES 11/21-12/21/15	\$35.09
CENTURYLINK		1215-509-624-3863	230281	GENERAL 12/16-1/16/16	\$7.31



City Of Richland

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From: 12/28/2015 To: 1/8/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FRONTIER		12/15 2061881060	230304	GENERAL 12/19-1/18/16	\$406.95
		12/15 2530120862	230306	GENERAL 12/22-01/21/16	\$37.81
PUBLIC SAFETY TESTING INC		2015-6572	230338	4TH QTR 2015 SUBSCRIPTION FEES	\$125.00
WASHINGTON STATE PATROL		00059549	230243	ACCESS USER FEE 10/1-12/31/15	\$5,331.00
SECOMM OPERATIONS GENERAL TOTAL ****					\$7,359.34
Division:	601	E911 OPERATIONS			
MID COLUMBIA CONSTRUCTION INC DBA		1055016	230329	DE-ICER APPLICATION 12/22/15	\$63.12
E911 OPERATIONS TOTAL ****					\$63.12
Division:	602	SECOMM AGENCY			
CENTURYLINK		70287059	230136	LABOR-REPLACE UPS	\$4,908.72
	P055066	70319289		E911 NORTEL AND ANCILLIARY	\$6,950.40
SECOMM AGENCY TOTAL ****					\$11,859.12
SOUTHEAST COMMUNICATIONS CTR Total ***					\$19,281.58
FUND	642	800 MHZ PROJECT			
Division:	000				
BATTELLE MEMORIAL INSTITUTE		51963	230126	REFUND OVERPAY OF 800MHZ RADIO	\$3,883.65
UNASSIGNED TOTAL ****					\$3,883.65
Division:	610	800 MHZ			
LEGACY TELECOMMUNICATIONS INC	P055879	18244	230326	SILLUSI BUTTE COMMUNICATIONS S	\$170.00
	P055879			SILLUSI BUTTE COMMUNICATIONS S	\$43.00
800 MHZ TOTAL ****					\$213.00
800 MHZ PROJECT Total ***					\$4,096.65
FUND	643	EMERGENCY MANAGEMENT			
Division:	620	STATE / LOCAL ASSISTANCE			
CHARTER COMMUNICATIONS		1215-180070706114	230398	CABLE SERVICE 12/30-01/29/16	\$25.03
STATE / LOCAL ASSISTANCE TOTAL ****					\$25.03
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
CHARTER COMMUNICATIONS		1215-180070706114	230398	CABLE SERVICE 12/30-01/29/16	\$25.03
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$25.03
Division:	622	DOE EMERGENCY PREPAREDNESS			
CHARTER COMMUNICATIONS		1215-180070706114	230398	CABLE SERVICE 12/30-01/29/16	\$25.03
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$25.03
Division:	623	JURISIDICITION			
APOLLO SHEET METAL INC	P056078	42306C	230377	FALL HEATING MAINTENANCE	\$1,416.28
AT&T LONG DISTANCE		03030107210 CRED	230269	10/21-11/21/15 OVERPAYMENT	(\$0.10)
		12/15 03030107210		FAX LINES 11/21-12/21/15	\$35.10



City Of Richland

VL-1 Voucher Listing

From: 12/28/2015 To: 1/8/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CHARTER COMMUNICATIONS		1215-180070706114	230398	CABLE SERVICE 12/30-01/29/16	\$25.04
MID COLUMBIA CONSTRUCTION INC DBA		1055016	230329	DE-ICER APPLICATION 12/22/15	\$63.13
JURISIDICTIOIN TOTAL ****					\$1,539.45
EMERGENCY MANAGEMENT Total ***					\$1,614.54
FUND 644	MICRO-WAVE				
Division:	611	MICROWAVE			
MOTOROLA SOLUTIONS INC	P055995	13090826	230202	ENH: TRUNKING 9600 BAUD FLASHP	\$781.92
	P055993	13091028		BATTERY IMPRESS NIMH 2100 MAH	\$739.52
	P055992	13091460	230333	ENH: UPGRADE TO SMARTZONE G347	\$8,340.48
	P055992			ENH: PROJECT 25 9600 BAUD TRUN	\$3,127.68
MICROWAVE TOTAL ****					\$12,989.60
MICRO-WAVE Total ***					\$12,989.60
FUND 803	UTILITY BILL CLEARING FUND				
Division:	000				
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES	CISPAY11503		230411	Customer Refund	\$152.00
	CISPAY11504		230482	Customer Refund	\$121.33
	CISPAY11505		230380	Customer Refund	\$128.39
	CISPAY11506		230457	Customer Refund	\$198.31
	CISPAY11507		230437	Customer Refund	\$33.11
	CISPAY11508		230412	Customer Refund	\$139.40
	CISPAY11509		230375	Customer Refund	\$85.00
	CISPAY11510		230476	Customer Refund	\$2.01
	CISPAY11511		230390	Customer Refund	\$23.84
	CISPAY11512		230507	Customer Refund	\$141.83
	CISPAY11513		230485	Customer Refund	\$160.04
	CISPAY11514		230438	Customer Refund	\$93.66
	CISPAY11515		230371	Customer Refund	\$81.91
	CISPAY11516		230478	Customer Refund	\$46.62
	CISPAY11517		230441	Customer Refund	\$33.55
	CISPAY11518		230483	Customer Refund	\$183.05
	CISPAY11519		230440	Customer Refund	\$97.47
	CISPAY11520		230428	Customer Refund	\$72.32
	CISPAY11521		230489	Customer Refund	\$44.38
	CISPAY11522		230426	Customer Refund	\$256.22
	CISPAY11523		230473	Customer Refund	\$113.44
	CISPAY11524		230454	Customer Refund	\$145.33
	CISPAY11525		230501	Customer Refund	\$5.32
	CISPAY11526		230449	Customer Refund	\$593.11



City Of Richland

VL-1 Voucher Listing

From: 12/28/2015 To: 1/8/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY11527-1	230400	Customer Refund	\$49.95
		CISPAY11529	230392	Customer Refund	\$31.36
		CISPAY11530	230510	Customer Refund	\$22.68
		CISPAY11531	230464	Customer Refund	\$10.00
		CISPAY11532	230374	Customer Refund	\$130.16
		CISPAY11533	230446	Customer Refund	\$36.28
		CISPAY11534	230388	Customer Refund	\$58.01
		CISPAY11535	230420	Customer Refund	\$209.87
		CISPAY11536	230492	Customer Refund	\$51.81
		CISPAY11537	230381	Customer Refund	\$94.23
		CISPAY11538	230407	Customer Refund	\$42.99
		CISPAY11539	230414	Customer Refund	\$200.00
		CISPAY11540-1	230401	Customer Refund	\$148.56
		CISPAY11541	230370	Customer Refund	\$68.21
		CISPAY11542	230436	Customer Refund	\$0.11
		CISPAY11543	230477	Customer Refund	\$15.55
		CISPAY11544	230433	Customer Refund	\$30.29
		CISPAY11544-1	230468	Customer Refund	\$74.59
		CISPAY11545	230369	Customer Refund	\$110.14
		CISPAY11546	230416	Customer Refund	\$93.50
		CISPAY11547	230373	Customer Refund	\$72.76
		CISPAY11548	230495	Customer Refund	\$4.71
		CISPAY11549	230378	Customer Refund	\$56.99
		CISPAY11550	230491	Customer Refund	\$55.12
		CISPAY11551	230385	Customer Refund	\$4.35
		CISPAY11552	230415	Customer Refund	\$53.74
		CISPAY11553	230410	Customer Refund	\$136.49
		CISPAY11554	230479	Customer Refund	\$55.04
		CISPAY11555	230368	Customer Refund	\$113.88
		CISPAY11556	230456	Customer Refund	\$12.30
		CISPAY11557	230461	Customer Refund	\$28.77
		CISPAY11558	230435	Customer Refund	\$77.76
		CISPAY11559	230442	Customer Refund	\$113.55
		CISPAY11560	230447	Customer Refund	\$119.36
		CISPAY11563	230444	Customer Refund	\$78.55
		CISPAY11564	230458	Customer Refund	\$97.51
		CISPAY11565	230452	Customer Refund	\$132.22
		CISPAY11566	230439	Customer Refund	\$116.83
		CISPAY11567	230376	Customer Refund	\$85.36
		CISPAY11568	230399	Customer Refund	\$129.19



City Of Richland

VL-1 Voucher Listing

From: 12/28/2015 To: 1/8/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY11569	230484	Customer Refund	\$4.66
		CISPAY11570	230408	Customer Refund	\$93.98
UNASSIGNED TOTAL ****					\$6,073.05
UTILITY BILL CLEARING FUND Total ***					\$6,073.05



City Of Richland

VL-1 Voucher Listing

From: 12/28/2015 To: 1/8/2016

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

\$992,937.28

Number of Invoices

Amount

Vouchers In Richland	176	\$63,481.36
Vouchers In Tri Cities	119	\$175,321.41
Vouchers In WA	227	\$361,145.53
Vouchers Outside WA	499	\$392,988.98
Vouchers Final Total.....	1021	\$992,937.28

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$24.00	0%
2	BENEFITS	\$26,406.91	2.66%
3	SUPPLIES	\$245,098.86	24.68%
4	OTHER SERVICES & CHARGES	\$288,231.55	29.03%
5	INTERGOVERNMENTAL SERVICES	\$100,168.46	10.09%
6	CAPITAL PROJECTS	\$47,035.71	4.74%
	MACHINERY & EQUIPMENT	\$184,501.94	18.58%
7	DEBT SERVICE PRINCIPAL	\$14,104.66	1.42%
8	INTEREST	\$1,840.00	0.19%
	REFUNDS	\$6,073.05	0.61%
9	INTERFUND SERVICES	\$353.47	0.04%
	INVENTORY PURCHASES	\$79,098.67	7.97%
	Total	\$992,937.28	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Reports and Comments

Key Element:

Subject:
City Manager

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/19/2016

Agenda Category: Reports and Comments

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Mayor

Department:
City Council

Ordinance/Resolution Number:

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