Agenda
City Council Regular Meeting
Tuesday, February 16, 2016
City Hall Council Chamber | 505 Swift Boulevard

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

Agenda Item:

1. Executive Session per RCW 42.30.110 (1) (ii): Discuss Current or Potential Litigation with Legal Counsel (15 minutes)
   - Heather Kintzley, City Attorney

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

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

3. Seasonal Hires (10 minutes)
   - Allison Jubb, Human Resources Director

4. Annual Report of the Planning Commission (10 minutes)
   - Rick Simon, Development Services Manager

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

5. Amending the 2016 Capital Facilities Plan to Increase Appropriations of the Parks Project Construction Fund - Ordinance No. 11-16
   - Phil Pinard, Planning and Capital Projects Manager

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:

6. Council Meeting Minutes for the Meeting Held February 2, 2016
   - Heather Kintzley, City Attorney

Ordinances - First Reading:

7. Ordinance No. 11-16, Proposed Increase in Appropriation of the Parks Project Construction Fund for ORV Park Improvements and Revising the 2016 Capital Improvement Plan
   - Phil Pinard, Planning and Capital Projects Manager

Ordinances - Second Reading/Passage:

8. Ordinance No. 03-16, Amending RMC Title 3: Finance, Relating to Utility Low-Income Program
   - Brandon Allen, Finance Director

Resolutions – Adoption:

9. Resolution No. 32-16, Authorizing the City Manager to Utilize the Public Art Fund to Purchase Public Art
   - Joe Schiessl, Parks and Public Facilities Director

10. Resolution No. 33-16, Authorizing an Interlocal Agreement with Benton County for Construction of a Parking Lot at Trailhead Park
    - Phil Pinard, Planning and Capital Projects Manager

11. Resolution No. 35-16, Amending Contract No. 68-14 - Standard Loan Agreement with Washington State Department of Transportation
    - Kerwin Jensen, Community Development Director

12. Resolution No. 38-16, Authorizing a Contract with RGW Enterprises for Engineering and Project Management Services
    - Kerwin Jensen, Community Development Director

13. Resolution No. 40-16, Setting Pubic Hearing Date for Vacation of a Portion of Wellhouse Loop
    - Pete Rogalsky, Public Works Director

Expenditures - Approval:

14. Expenditures from January 25, 2016 - February 5, 2016 for $3,773,258.40 including Check Nos. 230935-231254, Wire Nos. 6087-6093, Payroll Check Nos. 101269-102264, and Payroll Wire/ACH Nos. 9309-9322
    - Cathleen Koch, Administrative Services Director

Items of Business:

15. Resolution No. 43-16, Authorizing the City Manager to Sign and Execute a Second Amendment to the Purchase and Sale Agreement (Contract No. 54-15) with the Crown Group Inc. for 650 George Washington Way
    - Kerwin Jensen, Community Development Director

Reports and Comments:

1. City Manager

2. City Council

3. Mayor

Adjournment

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/16/2016

Agenda Category: Agenda Item

Key Element:

Subject:

Executive Session per RCW 42.30.110 (1) (ii): Discuss Current or Potential Litigation with Legal Counsel (15 minutes)

Department:	Ordinance/Resolution Number:	Document Type:
City Attorney		Executive Session Item

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/16/2016

Agenda Category: Agenda Item

Key Element:

Subject:
Discuss Meeting Agenda Items (15 minutes)

Department:	Ordinance/Resolution Number:	Document Type:
City Manager		Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/16/2016

Agenda Category: Presentations

Key Element:

Subject:
Seasonal Hires (10 minutes)

Department:
Administrative Services

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:
Richland's 2016 Seasonal Job Fair will be held on February 26, 2016 from 1:00 p.m. to 6:00 p.m. at the City Shops facility, 2700 Duportail.

The event will be presented to Council this evening.

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/16/2016

Agenda Category: Presentations

Key Element: Multiple Keys

Subject:
Annual Report of the Planning Commission (10 minutes)

Department: Community & Development Services	Ordinance/Resolution Number:	Document Type: Planning Commission Item

Recommended Motion:
None

Summary:
Richland Municipal Code calls for the Planning Commission to prepare and present an annual report on planning and development activities. Kent Madsen, Chair of the Planning Commission will provide a summary of the Commission's 2015 report. A complete copy of the report is attached.

Fiscal Impact:

Attachments:
1. 2015 Annual Planning Commission Report
2. Appendix

RICHLAND PLANNING COMMISSION

2015 ANNUAL REPORT

2015 Annual Planning Commission Report

Introduction

The first section of this report focuses on the progress the City made in 2015 towards achieving its goals as identified in the City's Strategic Plan. Only those goals that are directly or indirectly related to the Planning Commission functions are considered in this report, which summarizes both the progress made by the City in achieving its strategic goals and suggests further actions that the City should take to fully implement its goals in the coming year.

The second section of the report addresses the development activity that occurred throughout the City in 2015 and briefly analyzes development trends.

The largest change to the Planning Commission that occurred in 2015 was the City's implementation of a hearing examiner system. With the new system, the Commission's role in reviewing land use permits is significantly reduced, only retaining the review of applications pertaining to sidewalk use licenses and deviations from building design standards in the Central Business District. The Commission's primary focus in 2015 were code changes and the new responsibility they inherited from the Housing Advisory Committee regarding the annual award of Community Development Block Grant funds.

Moving ahead in 2016, the Commission's efforts will largely be focused on updating the City's Comprehensive Plan.

Section 1 – Strategic Keys

Of the seven strategic keys that Council has adopted for the City, six relate in some way to the work that the Planning Commission is involved in. (Key #1- Financial Stability and Operational Effectiveness is excluded from this report because the Commission's activities in 2015 did not address this area.) Each goal that is part of a strategic key that relates to the Planning Commission's functions is listed below, with a summary of the progress made in 2015 towards implementation of the goal. The discussion for each key ends with the Commission's recommendations for activities that the City should pursue in 2016 to further implement the strategic keys.

Key 2 – Infrastructure and Facilities

Goal 2.1 – Plan and provide infrastructure essential to community growth

Progress made in 2015 –

A. The Commission completed its annual review of the Transportation Improvement Program (TIP), following it's hearing in May, recommending approval of the plan to the City Council.

B. The Commission held a public hearing and made recommendations to City Council concerning the City's Stormwater Retrofit Program.
C. Construction of a new cell tower at 1621 Terminal Drive and upgrades to an existing tower at 1100 Glenwood Court were both completed.

Key 2 Recommendations for 2016:

- The Planning Commission should be apprised of progress made in the acquisition of the GSA parking lot and associated redevelopment efforts.
- The Commission should have the opportunity to review the study that the City will undertake concerning the future extension of the Rachel Road corridor.
- The Commission should review transportation and utilities planning as part of the City's comprehensive plan update process.

Key 3 – Economic Vitality

Progress made in 2015-

A. Construction of the Preferred Freezer Storage facility in North Richland was completed. Valued at $69 million, the project has added significantly to the City's tax base.
B. The City worked with its development partners, Tridec, the Port of Benton and Benton County to complete the transfer of 1341 acres of DOE land to the City and Port for future industrial development.
C. The Washington Corn Growers completed work on their rail loop system and continue construction on their processing facilities.
D. The Wine Sciences Center on the WSU Tri-Cities campus opened.
E. Commercial development in Vintner's Square continued in 2015 with the addition of Q doba and Hop Jacks restaurants, along with Carter's and Jamba Juice.
F. Development along the Queensgate corridor included the completion of the Queensgate 12 Cinema, Dickey's Restaurant and the Krispy Kreme Donut shop.
G. The City completed two annexations in 2015 – the Westchester annexation of 15 acres located along Dallas Road and the Whitfield annexation of 24 acres located south of and adjacent to Shockley Road. The Commission recommended single family zoning for both of these annexations.
H. Development continued along Columbia Point Drive as construction of a new boutique hotel – Escape at Columbia Point began along with a new restaurant – Lulu's. Additionally, Budd's Broiler also opened in the former location of Anthony's Event Center.
I. The Commission recommended approval of a comprehensive plan amendment for property located near the Steptoe Street corridor to provide for the expansion of a future neighborhood commercial center.

Key 3 Recommendations for 2016:

- The Planning Commission should work to develop a specific plan for the extension of the Urban Growth Area to encompass the lands transferred from the Department of Energy.
- The Commission should review the economic development plan as part of the City's comprehensive plan update process.

Key 4 – Central Richland and Island View District Revitalization

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

Progress made in 2015-

A. Kadlec Regional Hospital is working to upgrade and expand its facilities, including construction of the four remaining floors of its main tower as well as construction of a four story parking garage. In total, Kadlec is spending over $61 million in 2015 for the remodeling and expansion of its facilities.

B. The Commission issued a sidewalk use license to permit to Paper Street Ale House to operate a sidewalk café in the Parkway.

C. Development activities along the Swift corridors included three new buildings at the northeast corner of Jadwin Avenue and Swift, including the new Dupus Boomer's restaurant and lounge, a second restaurant building housing both Taco Time and Jimmy John's and an office building.

D. Development within the Island View area included two new medical office buildings in the Spaulding Business Park valued at over $8.7 million and two new office buildings on Fowler Street.

Key 4 Recommendations for 2016:

- The City should develop modified street standards and/or street patterns in Island View area to encourage redevelopment.
- The Commission should be provided an opportunity to review the Waterfront plan.

Key 5 – Natural Resources Management

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

Progress made in 2015 -

A. The Commission reviewed and approved a shoreline substantial development plan for the construction of a low concrete or rock wall in Howard Amon Park near the shoreline to reduce erosion and provide for a swim beach.

Key 5 Recommendations for 2016:

- The Commission should review the City's Critical Areas Ordinance for compliance with the Best Available Science standard as part of the overall comprehensive plan update.

Key 6 – Community Amenities

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

Progress Made in 2015 –

A. The Richland School District finished construction of the rebuilt Sacajawea and Lewis and Clark Elementary Schools as well as the new Orchards Elementary School and the Three Rivers Home Link facility. The District is currently constructing a new Marcus Whitman Elementary School.
B. The City is building an outdoor stage facility at the John Dam Plaza.
C. WSDOT completed an upgrade to its park and ride lot located at 655 Windmill Road.

Key 6 Recommendations for 2016:

- The Commission should review the City's pedestrian and bike plans as part of the City's comprehensive plan update process.
- The Commission should review the City's parks and open space plan as part of the City's comprehensive plan update process.
- The Commission should review City sign standards for the Central Business District.

Key 7 – Neighborhood & Community Safety

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

Progress made in 2015 -

A. The Commission reviewed and recommended approval of code amendments relating to updating standards for wireless communication facilities; setbacks for swimming pools on residential lots; residential development standards applicable to the Business Research Park district; frontage improvement requirements for industrial districts; creating a process for the vacation of a binding site plan and standards for food vendors operating in City parks.
B. The Commission recommended amendments to the Land Use and Development Regulations in place for the Badger Mountain South Master Planned Community and have recommended changes designed to assist the developers in creating a

product that is more salable and affordable in the current market, while still maintaining the original intent of a walkable, sustainable community.

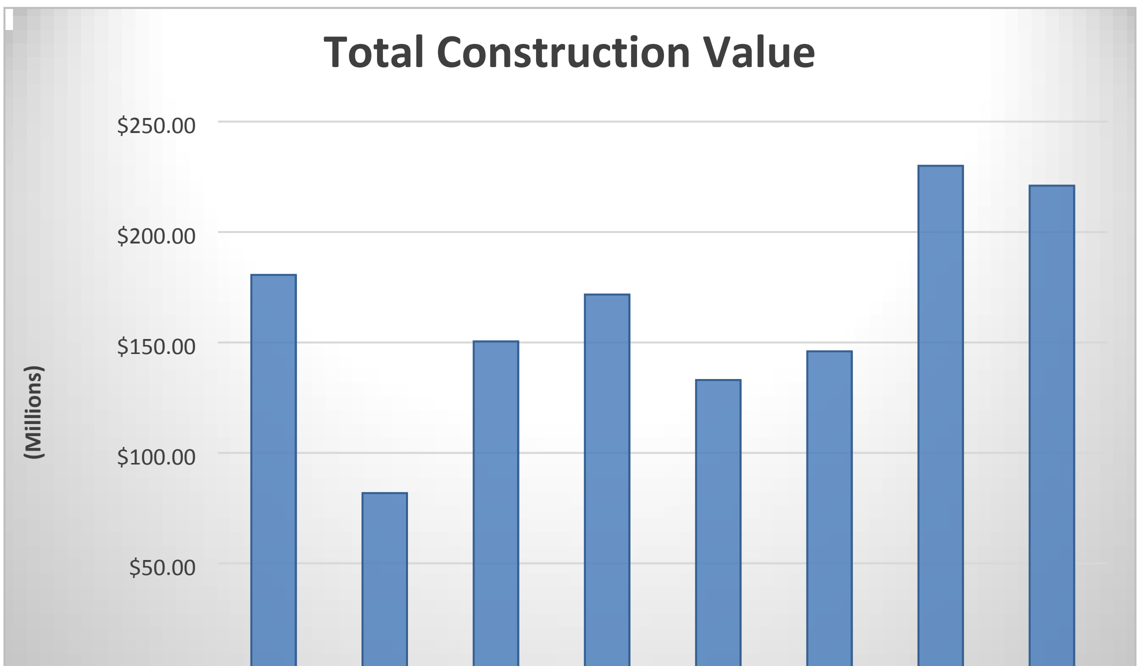
Key 7 Recommendations for 2016:

- The Commission should consider incorporating CPTED (Crime Prevention Through Environmental Design) Standards as part of the comprehensive plan update process.
- The Commission should consider development of sustainability goals in the comprehensive plan update.
- The Commission should review the City's housing plan as part of the comprehensive plan update process.
- The Commission should develop a plan for the areas designated in the current land use plan as "urban reserve" as part of the comprehensive plan update process.

Section 2 – City Wide Development Trends

Overview

The level of development activity in 2015 was similar to 2014 in that several large projects boosted the overall total construction value significantly. In 2014, total construction valuation was over $230 million, compared to $221 million in 2015, significantly over the eight year average of $164 million. Several factors keyed the increase in construction valuation. Most importantly were the improvements initiated by Kadlec Regional Hospital, which included construction of four additional floors on the hospital tower and construction of a new parking garage. In total, Kadlec projects totaled over $61 million. The Richland School District is in the midst of a school rebuilding and began construction of a $16 million rebuild of Marcus Whitman Elementary School. Finally, the Queensgate 12 Cinemas, at $10.3 million completed the list of the largest construction projects undertaken in the City in 2015.

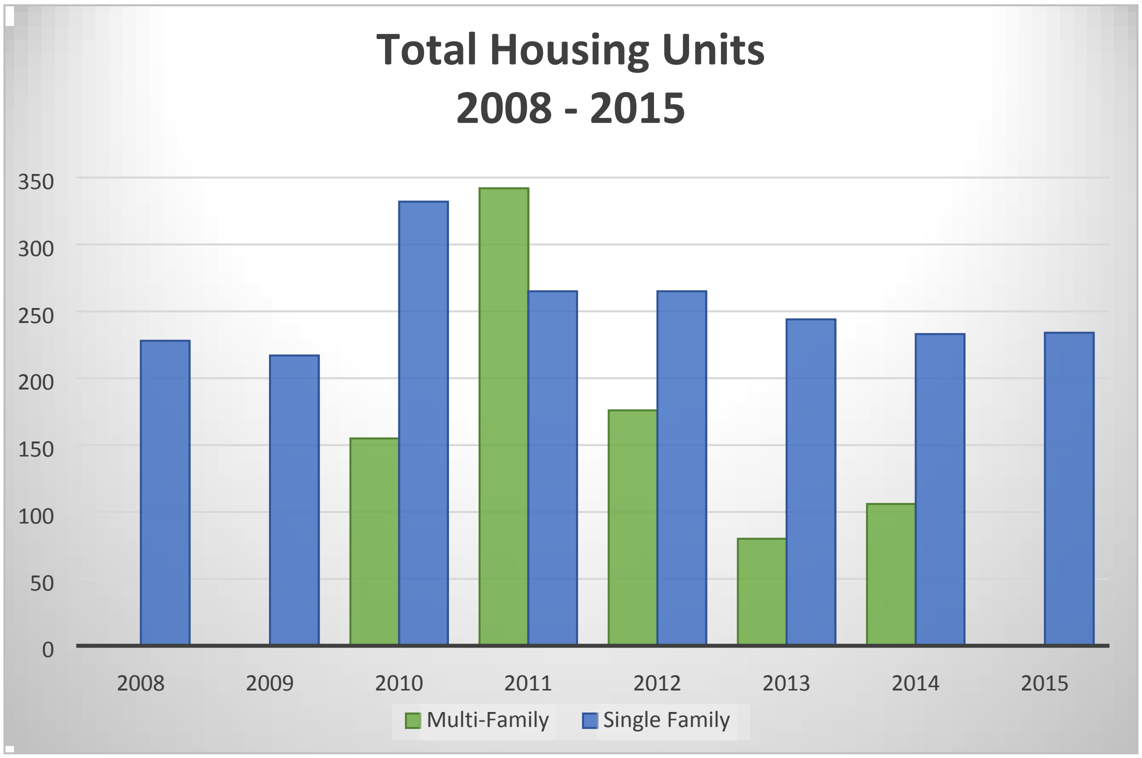


	2008	2009	2010	2011	2012	2013	2014	2015
Total Value	$180.60	$81.80	$150.50	$171.70	$133.00	$146.00	$230.00	$221.00

Residential Activity

The number of single family permits issued in 2015 remained fairly constant with 2014 totals, with 234 permits issued in 2015 and 233 permits in 2014. The average number of single family permits issued over the past eight years has been 252 permits. For the first time in six years, the City did not issue any permits for multi-family housing. The eight year average for new multi-family units is 112 units,

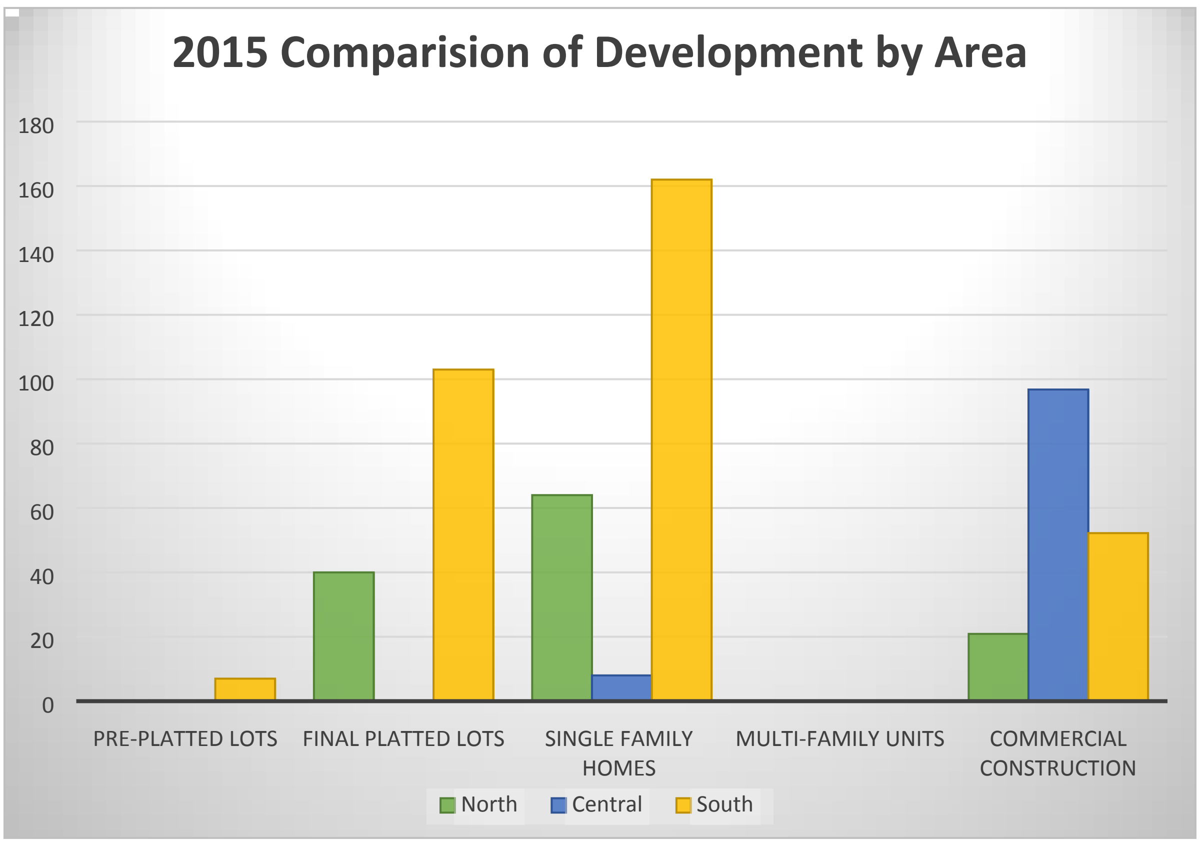
So the total number of new dwelling units constructed in 2015 was 234, or 136 units less than the eight year average of 370 units.



Distribution of Residential Construction Activity

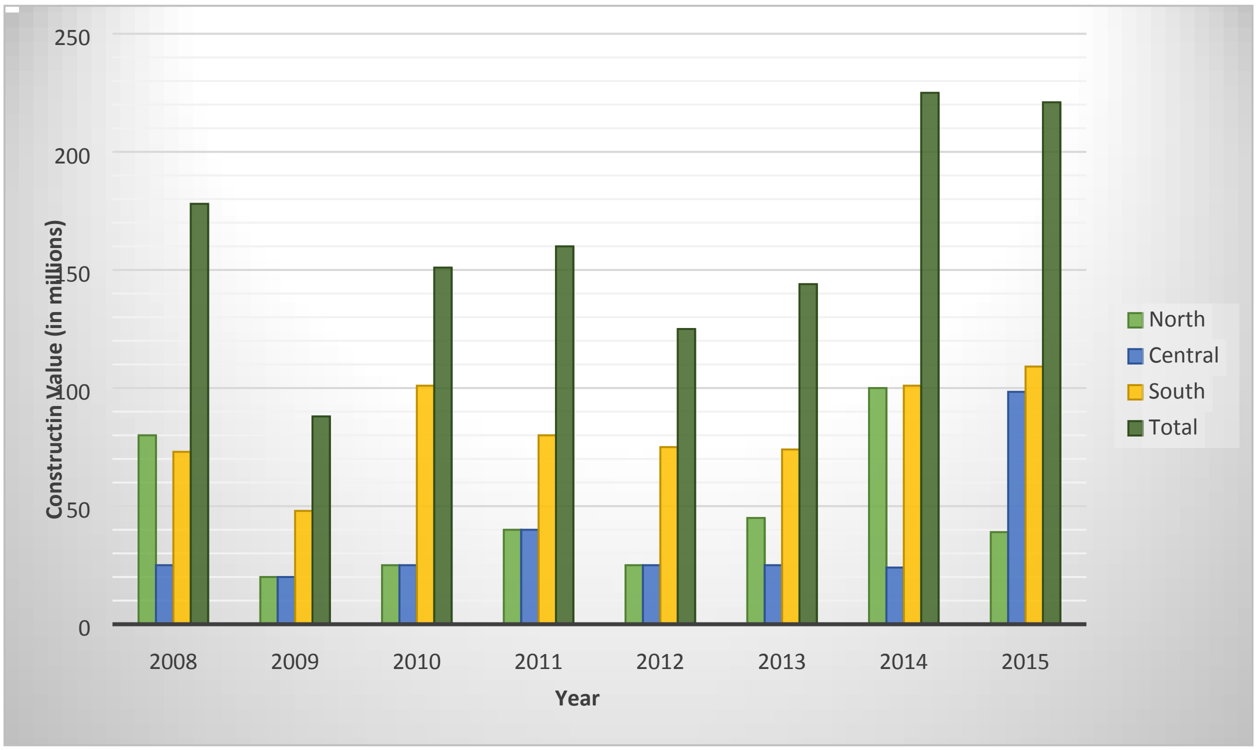
In a continuing trend, the vast majority of residential construction occurred in South Richland (south of the Yakima River). Of the 234 permits issued in 2015 for single family residences, 162 homes were located in South Richland, 64 permits were issued in the North Richland area (North of Van Giesen Street), and 8 permits were issued in Central Richland. Platting activity was distributed exclusively between North and South Richland, with 40 new lots created in North Richland and 103 lots created in South Richland.

The average value of single family residence in 2015 was $327,525, a 1.9% decrease from new home values in 2014. (Note: Home values included in this report are based on standard permit valuation tables and do not necessarily reflect market value.) Home values varied by location, with South Richland containing the most expensive homes (average value of $351,522) and Central Richland the least expensive (average value of $201,127) while the average value in North Richland was in the middle at $282,584.



Commercial Activity

The number of commercial projects increased significantly from the prior year (76 projects in 2015 compared to 36 projects in 2014); but the overall value of commercial construction only increased slightly: $136 million in 2014, compared to $144 million in 2015.



The most significant commercial projects in Richland were located in Central Richland, with the improvements made to Kadlec facilities and re-build of the Marcus Whitman Elementary School. The largest projects in North Richland consisted of a lab and testing facility at 2011 Saint Street, a new office building at 851 Smartpark Street; and the Richland's Three Rivers Homelink facility on Van Giesen. In South Richland the largest projects were the Queensgate 12 Cinemas, and two medical offices buildings in the Spaulding Business Park.

APPENDIX

2015 Richland Development Activity Statistics

Table 1
2015 CITY OF RICHLAND
CONSTRUCTION ACTIVITY TOTALS - BY AREA

Construction Type	Number of Projects/Units	Total Building Valuation
North Richland		
Commercial	24	20,981,411
Multi-Family Residential	0	
Single Family Residential	64	18,085,397
Preliminary Platted Lots	0	
Final Platted Lots	40	
Subtotal		*39,066,808*
Central Richland		
Commercial	31	96,838,603
Multi-Family Residential	0	
Single Family Residential	8	1,609,022
Preliminary Platted Lots	0	
Final Platted Lots	0	
Subtotal		*98,447,625*
South Richland		
Commercial	21	52,266,026
Multi-Family Residential	0	
Single Family Residential	162	56,946,566
Preliminary Platted Lots	7	
Final Platted Lots	*103*	
Subtotal		*108,138,567*
City Wide Totals		
Commercial	76	144,003,027
Multi-Family Residential	0	
Single Family Residential	230	76,640,985
Preliminary Platted Lots	7	
Final Platted Lots	143	
Total		**220,644,012**

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

Address	Valuation	Type of Building Project
35 Apollo Boulevard	100,000	Construct 16 RV spaces in MH Park
851 Smartpark	2,462,054	Shell Building
851 Smartpark	1,457,120	TI for Office Building
2004 Butler Loop	506,100	Airplane Hangar
2720 Crimson Way	249,847	Exhaust System Upgrade
800 Dalton Street	120,000	TI for Ethos Restaurant
2699 First Street	224,400	Warehouse
2151 Henderson Loop	326,462	Warehouse/Food Processing
2277 Henderson Loop	388,800	Storage Building
2325 Horn Rapids Road	337,000	Enclosure for Test Facility
1890 Jadwin Avenue	978,010	O'Reilly's Auto Parts
2746 Kingsgate Way	669,539	Office/Shop Building
2016 Logston Boulevard	1,247,181	Shell Building
2884 Logston Boulevard	706,860	Corn Processing Building & Silos
1807 McMurray	792,111	Remodel Church
2011 Saint Street	6,109,335	Lab & Testing Facility
2013 Saint Street	265,612	Remodel Truck Dock
2701 Salk Avenue	250,000	Office Remodel
2345 Stevens Drive	500,000	Renovate Modular Detritiation Facility
1621 Terminal Drive	110,000	Cell Tower
1720 Thayer	135,980	Re-roof Church
1710 Van Giesen Street	1,000,000	Demo Existing Park Lot/Playground
1710 Van Giesen Street	1,570,000	Three Rivers Homelink
2917 Waterfront Drive	475,000	Wastewater Storage Tank
TOTALS	**20,981,411**	**24 Projects**

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

Subdivision Name	Housing Starts	Total Valuation	Average Valuation
Copperleaf	34	9,509,336	**279,686**
Eagleridge	4	1,591,537	**397,884**
Eaglewatch	7	1,423,729	**203,390**
Hearthwood	2	513,364	**256,682**
Horn Creek	12	2,727,919	**227,326**
Short Plats	2	818,769	**409384**
Willow Pointe	2	875,547	**437,773**
Unplatted	1	625,196	**625,196**
Totals	**64**	**18,085,397**	**282,584**

Table 4
FINAL PLATS APPROVED – North Richland

Subdivision Name	Lots	Acres	Housing Starts	Current Status
Copperleaf 3	31	7.42	23	Final Phase of Multi-Phase Project
Hearthwood	9	1.58	2	Project Complete
Totals	**40**	**9**	**25**	

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

Address	Valuation	Type of Building Project
59 Columbia Point Drive	160,000	Remodel Starbucks
915 By Pass Highway	950,000	Addition to Funeral Home
25 Columbia Point Drive	350,000	Oil Can Henry’s
101 Columbia Point Drive	150,000	Deli Remodel
450 Columbia Point Drive	150,000	Cochere Addition to Anthony’s
450 Columbia Point Drive	250,000	Remodel Budd’s Broiler Restaurant
530 Columbia Point Drive	8,538,957	Boutique Hotel
606 Columbia Point Drive	1,400,000	Lulu’s Restaurant

815 George Washington	632,800	Outdoor Stage
1275 George Washington	1,100,000	McDonald's Restaurant
945 Goethals Drive	170,000	Remodel Medical Building
1100 Goethals Drive	120,000	Office Building Remodel
1704 Gray Street	16,000,000	Replace Marcus Whitman Elementary
1030 Jadwin Avenue	462,833	Shell Building
555 Lacy Road	304,429	Wastewater Treatment Facility Upgrade
89 Lee Boulevard	114,588	Remodel Gallery
1268 Lee Boulevard	699,911	Remodel for Kadlec Building
1346 Lee Boulevard	300,000	Replace Existing Bleachers
797 Stevens Drive	346,623	Change of Occupancy/Reroof
502 Swift Boulevard	1,280,000	Dupus Boomer's Restaurant
530 Swift Boulevard	801,247	Taco Time Restaurant
534 Swift Boulevard	150,000	Jimmy John's Restaurant
780 Swift Boulevard	1,680,000	Remodel of Medical Office Bldg.
780 Swift Boulevard	200,000	Remodel Imaging Facility
808 Swift Boulevard	19,544,316	Kadlec Parking Garage
833 Swift Boulevard	153,899	Remodel Infectious Diseases Clinic
888 Swift Boulevard	35,000,000	Hospital Addition
888 Swift Boulevard	4,000,000	Kadlec Tennant Improvements
888 Swift Boulevard	1,194,000	Remodel Existing Lab
201 Wellsian Way	485,000	Remodel Goodwill Industries
343 Wellsian Way	150,000	TI – Office Building
TOTALS	**96,838,603**	**31 Projects**

Table 6
Single Family Housing Starts by Subdivision – Central Richland

Subdivision Name	Housing Starts	Total Valuation	Average Valuation
Plat of Richland	7	1,480,614	**211,516**
First Add to Richland	1	128,408	**128,408**
Totals	**8**	**1,609,022**	**201,127**

Table 7

South Richland Commercial Construction Projects over $100,000 Valuation

	Valuation	Type of Building Project
89 Gage Boulevard	1,000,000	Office Building
2805 Duportail Street	337,000	Krispy Kreme Donut Shop
1351 Fowler Street	7,000,000	Medical Office Building
1751 Fowler Street	109,000	Motel 6 Remodel
1790 Fowler Street	531,977	Office/Warehouse Building
1824 Fowler Street	1,000,000	Office Building
631 Gage Boulevard	200,000	HAPO Credit Union Remodel
735 Gage Boulevard	125,000	TI for Office Building
1100 Glenwood Court	163,000	Upgrades to Existing Cell Tower
412 Keene Road	600,000	Elephant Car Wash
2880 Lincoln Landing	10,333,219	Queensgate 12 Cinemas
1040 Queensgate Drive	151,407	Greenhouse
1040 Queensgate Drive	128,610	Fruit Stand
2530 Queensgate Drive	100,000	Dickey's BBQ Restaurant
2673 Queensgate Drive	385,000	Qdoba Restaurant
2727 Queensgate Drive	100,000	TI for Jamba Juice
2947 Queensgate Drive	95,000	TI for Carter's
179 Reata Road	456,800	Mini Storage Building
1341 Spaulding Avenue	1,700,000	Medical Office Building
2469 Steptoe Street	1,017,000	Railroad Bridge Improvements
655 Windmill Road	650,000	WSDOT Parking Lot Improvements
TOTALS	**26,183,013**	**21 Projects**

Table 8
Single Family Housing Starts by Subdivision – South Richland

Subdivision Name	Housing Starts	Total Valuation	Average Valuation
Apple Valley Ranch	1	209,633	**209,633**
Badger Den	1	349,855	**349,855**
Brantingham Heights	14	4,820,817	**344,344**
Brookshire Estates	8	2,886,841	**360,855**
Carr Plat	4	1,211,074	**302,768**
Clearwater Creek	18	5,130,879	**285,048**

Country Glen	2	441,556	**220,778**
Country Heights	1	686,036	**686,036**
Crested Hills	4	1,593,077	**398,269**
Falconcrest	1	486,274	**486,274**
Heritage Hills	2	1,000,387	**500,193**
Lexington Heights	8	2,754,770	**344,346**
Meadowbrook	1	494,062	**494,062**
Reata Ridge	10	3,897,187	**389,719**
River View Pointe	1	207,614	**207,614**
Short Plats	1	359,976	**359,976**
Silver Meadows	1	280,453	**280,453**
Skyline Meadows	4	1,478,048	**369,512**
Sundance Ridge	4	1,697,549	**424,387**
The Dwellings	2	710,471	**355,235**
The Heights @ Meadow Springs	10	3,505,076	**350,508**
West Vineyards	18	5,738,044	**318,780**
Westcliffe	23	9,626,373	**418,537**
White Bluffs	22	6,790,808	**308,673**
Unplatted	1	589,706	**589,706**
Totals	**162**	**56,946,566**	**351,522**

Table 9

PRELIMARY PLATS APPROVED – South Richland

Subdivision Name	Lots	Acres
Sunshine Ridge	**7**	6.2

Table 10
FINAL PLATS APPROVED – South Richland

Subdivision Name	Lots	Acres	Housing Starts	Current Status
Clearwater Creek	30	27.9	18	First Phase of Multiphase Project
Skyline Meadows	23	9.65	3	Final Phase of Skyline Meadows
Westcliffe 13	16	7.2	2	Multi-Phase Project
White Bluffs 2	34	10.79	13	Multi-Phase Project
Totals	**103**	**55.54**	**36**	

Table 11
DEVELOPMENT ACTIVITY COMPARISON 2005-2014

*Valuation reported in millions

Construction Type	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	Total
North Richland												
Commercial Projects	18	19	23	22	17	17	26	18	21	14	24	219
Multi-Family Res. Units	10	0	0	0	0	0	0	80	80	0	0	170
Single Family Residential Units	79	117	66	39	59	86	49	60	66	47	64	732
Total Construction Valuation*	67	81	42	78	22	28.5	37	32	45	102	39	573
Preliminary Platted Lots	50	367	120	0	0	0	0	0	0	9	0	546
Final Platted Lots	158	172	153	0	0	70	86	0	0	0	40	679
Central Richland												
Commercial Projects	21	10	11	18	14	15	18	13	14	13	31	178
Multi-Family Res. Units	20	2	12	0	0	11	180	0	0	4	0	229
Single Family Residential Units	23	8	15	9	7	38	20	9	4	5	8	146
Total Construction Valuation*	62	47	10	29	12	18	45	22	25	23	98	392
Preliminary Platted Lots	0	37	0	0	0	0	0	0	0	0	0	37
Final Platted Lots	91	0	0	0	0	0	0	0	0	0	0	91
South Richland												
Commercial Projects	13	20	21	13	11	12	15	18	22	12	21	177
Multi-Family Res. Units	0	8	164	0	0	320	162	96	0	106	0	856
Single Family Residential Units	220	180	219	180	151	208	197	196	180	181	162	2,074
Total Construction Valuation*	64	88	102	73	46	104	89	79	77	95	109	926
Preliminary Platted Lots	490	192	165	16	0	50	156	44	253	615	7	1,832
Final Platted Lots	224	209	263	162	16	42	210	230	131	106	103	1,696
City Wide Totals												
Commercial Projects	52	49	55	53	42	44	59	49	57	39	76	574
Multi-Family Res. Units	30	10	176	0	0	331	342	176	80	110	0	1,255
Single Family Residential Units	322	305	300	228	217	332	265	265	250	233	234	2,951
Total Construction Valuation*	193	215	154	181	82	150	172	133	147	230	221	1,878
Preliminary Platted Lots	540	596	285	16	0	50	156	44	253	624	7	2,571
Final Platted Lots	473	381	416	162	16	112	296	230	131	106	143	2,466

Table 12
2005-20015 SINGLE FAMILY RESIDENTIAL BUILDING PERMITS by SUBDIVISION

Subdivision Name	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	Total	Total Value in 1000's	Avg. Value in 1,000's
Applewood	28	9	13	6	0	0	0	0	0	0	0	56	14,178	**253**
Apple Valley Ranch	0	0	0	0	0	0	0	5	1	3	1	10	2,668	**267**
April Addition	0	0	0	0	0	0	0	1	0	0	0	1	316	**316**
Aspen Meadows	4	0	1	0	0	0	0	0	0	0	0	5	1,301	**260**
Badger Den	0	0	4	3	2	6	1	2	2	3	1	24	8,159	**340**
Badger Heights	0	0	0	1	0	0	0	0	1	0	0	2	939	**469**
Badger Mt. Village	0	0	8	9	14	46	37	30	8	3	0	155	36,185	**233**
Badger Park Estates	0	0	0	0	0	0	16	9	13	3	0	41	13,343	**325**
Bellerive Springs	3	11	5	15	20	10	8	16	10	0	0	98	14,400	**147**
Bordeaux Grove	0	0	0	0	0	1	2	6	7	0	0	16	4,18	**259**
Brantingham Green	0	1	13	20	18	13	3	0	0	0	0	68	18,569	**273**
Brantingham Heights	0	0	0	0	0	10	7	10	13	33	14	87	27,653	**318**
Brookshire Estates	5	18	23	6	5	13	10	7	9	10	8	114	33,006	**289**
Canyon Rim	0	0	8	6	16	6	0	3	0	0	0	39	9,065	**232**
Carr Plat	0	0	0	0	0	0	0	0	0	2	4	6	1,777	**296**
Cherrywood Estates	38	3	16	3	2	3	0	0	0	0	0	65	18,607	**286**
Clearwater Creek	0	0	0	0	0	0	0	0	0	0	18	18	5,131	**285**
Copperleaf	0	0	0	0	0	11	15	24	29	18	34	131	34,611	**264**
Country Estates	5	3	3	3	2	0	4	0	1	0	0	21	12,035	**573**
Country Glen	3	2	1	0	0	1	1	0	2	1	2	13	3,267	**251**
Country Heights	7	6	9	0	1	1	3	5	1	1	1	35	16,031	**458**
Country Home Est.	0	1	0	0	0	0	0	0	0	0	0	1	397	**398**
Country Ridge	0	0	0	0	0	0	1	0	0	0	0	1	290	**290**
Country View Estates	0	0	0	0	0	0	1	0	0	0	0	1	327	**328**
Crested Hills	3	7	8	7	1	4	7	9	3	0	4	53	18,049	**341**
Crosswater	0	0	0	0	14	22	3	2	4	0	0	45	11,747	**261**
Dellacourt	0	5	4	0	0	0	0	0	0	0	0	9	2,030	**225**
Desert Summit	0	0	3	8	9	16	2	2	0	1	0	41	13,117	**320**
Eagleridge	0	0	0	0	0	0	5	4	1	1	4	15	5,580	**372**
Eaglewatch	0	1	0	0	12	11	2	0	0	1	7	34	6,727	**198**
Falconcrest	0	0	0	0	0	0	0	0	0	1	1	2	896	**448**
First Add Richland	0	0	0	0	0	0	0	0	0	0	1	1	128	**128**
Gage Galaxy	1	0	0	0	0	0	0	0	1	0	0	2	327	**164**
Gleneagle	15	0	0	0	0	0	0	0	0	0	0	15	2,255	**150**
Harris Avenue	1	0	0	0	0	0	0	0	0	0	0	1	285	**286**
Hearthstone	2	0	0	1	0	1	0	0	0	0	0	4	1,032	**258**
Hearthwood	0	0	0	0	0	0	0	0	0	0	2	2	513	**256**
Heritage Hills	5	3	3	4	1	4	1	1	0	0	2	24	10,373	**432**
Hills Mobile Park	0	1	0	0	0	0	0	3	0	0	0	4	53	**13**
Hills West	2	0	0	1	0	0	0	0	0	1	0	4	1,483	**371**
Horizon Heights	18	12	6	27	5	0	2	3	3	3	0	79	11,391	**144**

Horn Creek	0	0	0	6	3	6	7	2	2	18	12	56	13,320	**234**
Island View (Wye)	0	0	2	0	0	0	0	0	0	0	0	2	170	**85**
Laird's Plat	0	0	0	0	0	0	0	0	1	0	0	1	237	**238**
Lexington Heights	0	0	0	0	2	4	11	14	12	13	8	64	23,170	**362**
Liberty Lane	4	1	0	1	0	0	1	0	0	0	0	7	1,721	**246**
Meadowbrook	0	0	0	0	0	0	0	0	0	0	1	1	494	**494**
Meadow Hills	4	0	1	0	0	0	0	0	0	0	0	5	1,800	**360**
Meadow Park Estates	0	4	4	2	5	5	3	3	2	2	0	30	6,990	**233**
Newcomer	0	0	0	0	0	0	0	6	0	0	0	6	608	**101**
Plat of Richland	0	5	4	1	3	3	3	3	3	4	7	36	6,557	**182**
Reata Ridge	0	0	0	0	0	0	17	16	16	7	10	66	22,037	**334**
Richland MH Park	0	0	0	0	0	0	0	5	0	0	0	5	283	**56**
Rivercrest Terrace	0	1	0	0	0	0	0	0	0	0	0	1	447	**447**
River View Pointe	25	12	8	11	24	21	6	6	3	7	1	124	27,063	**218**
Sandpiper	0	13	14	1	3	3	4	6	8	0	0	52	9,905	**190**
Sanford Avenue	1	0	0	0	0	0	0	0	0	0	0	1	134	**134**
Sawgrass	54	20	0	0	0	0	0	0	0	0	0	74	16,154	**218**
Sedona	8	51	1	0	0	0	0	0	1	0	0	61	14,520	**238**
Sedona II	0	0	28	8	1	3	0	0	1	0	0	41	10,672	**260**
Sequoia Springs	0	14	14	1	0	1	0	0	1	0	0	31	8,338	**267**
Short Plats	0	0	0	3	2	4	2	6	6	2	3	28	8,322	**297**
Sienna Sky	2	1	0	3	11	2	7	5	5	3	0	39	8,761	**225**
Silver Meadows	0	0	0	0	1	1	6	4	4	1	1	18	6,050	**336**
Skyline Meadows	4	2	0	1	2	5	3	1	4	5	4	31	11,489	**370**
South Haven	0	0	0	0	1	0	0	0	0	0	0	1	139	**140**
Sundance Ridge	1	6	7	6	3	4	4	1	5	1	4	42	14,437	**344**
Tanglewood	22	3	7	8	4	36	17	5	1	0	0	103	17,664	**171**
Temple Meadows	2	2	1	0	0	2	2	2	0	1	0	12	3,378	**281**
The Bluffs	0	18	16	3	5	6	3	2	6	3	0	62	18,382	**296**
The Dwellings	0	0	0	0	0	0	0	0	0	0	2	2	710	**355**
The Heights @ Meadow Springs	0	0	6	12	5	11	14	15	10	22	10	105	35,241	336
The Plateau	10	23	15	5	5	4	4	1	4	0	0	71	24,402	**344**
Tri-City Estates	0	1	0	0	1	0	0	0	0	0	0	2	611	**306**
West Vineyards	0	0	0	0	0	0	0	0	6	7	18	30	9,569	**309**
Westcliffe	30	24	27	22	9	27	19	18	32	27	23	258	92,137	**357**
White Bluffs	0	0	0	0	0	0	0	0	0	14	22	36	10,579	**294**
Willowbrook Heights	9	2	4	0	0	0	0	0	0	0	0	15	4,076	**272**
Willowbrook II	6	12	8	4	4	3	1	1	0	0	0	39	12,144	**311**
Willow Pointe	0	6	4	9	0	3	0	0	0	2	2	26	7,171	**276**
Unplatted	0	1	1	1	1	1	2	1	0	2	2	12	3,464	**288**
Totals	**322**	**305**	**300**	**228**	**217**	**334**	**267**	**266**	**250**	**233**	**234**	**2940**	**811,609**	**276**

2015
SUMMARY OF SUBDIVISION ACTIVITY

Table 13A summarizes the preliminary plats that the City approved in 2015. Preliminary plat approval gives a developer the legal right to subdivide property. Additional work is required to construct the infrastructure necessary to provide access and utility connections to each lot created. Once constructed and inspected by the City, a plat is granted final approval. Table 13B summarizes projects that were granted final plat approvals in 2015. The current status column in Table 13B indicates whether the project is a part of a larger multi-phase project.

Table 13A
PRELIMARY PLATS APPROVED IN 2015

Subdivision Name	Lots	Acres
Sunshine Ridge	**7**	6.2

Table 13B FINAL PLATS APPROVED IN 2015

Subdivision Name	Lots	Acres	Housing Starts	Current Status
Clearwater Creek	30	27.9	18	First Phase of Multiphase Project
Copperleaf 3	31	7.42	23	Final Phase of Multi-Phase Project
Hearthwood	9	1.58	2	Project Complete
Skyline Meadows	23	9.65	3	Final Phase of Skyline Meadows
Westcliffe 13	16	7.2	2	Multi-Phase Project
White Bluffs 2	34	10.79	13	Multi-Phase Project
Totals	**143**	**64.54**	**61**	

While the first two tables detail the development approved and constructed in 2015, the next two tables identify the inventory of projects that have been approved in the City in previous years. Oftentimes, subdivisions are constructed in multiple phases over a period of years. The original preliminary plat approval is granted for the entire project, and final plats are developed one phase at a time. The projects listed in Table 13C are multi-phase projects that have been partially but not fully completed.

Table 13C
MULTI-PHASE PROJECTS IN PROGRESS IN 2015

Subdivision Name	**Lots Already Final Platted**	**Remaining Lots Authorized by Preliminary Plat**	**Total Lots**
Clearwater Creek	30	290	320
Falconcrest	27	17	44
Heritage Hills	21	108	129

Horn Creek	66	50	116
Meadow Hills	56	14	70
Westcliffe	331	84	415
Willowbrook II	47	48	95
White Bluffs	64	156	220
Totals	***642***	***767***	***1409***

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

Table 13D
PRELIMINARY PLATS – APPROVED BUT NOT YET CONSTRUCTED

Subdivision Name	Number of Lots
Birkdale at Horn Rapids	**48**
Cascade at Columbia Point	**22**
Canyon Creek	**27**
Highlands at Horn Rapids	**109**
Sandpiper II at Horn Rapids	**11**
South Orchards	**281**
Total Lots	***507***

Table 14
PLANNING COMMISSION PERMIT ACTIVITY LEVELS 2005 – 2015

2015 was the first year that the City implemented a system of hearing examiner permit review. Prior to 2015, the Planning Commission conducted permit review as well as the activities that are listed in this table. 2015 was also the first year that the Commission reviewed the Community Development Block Grant (CDBG) grant applications and recommended funding levels to the City Council. Previously, this work was completed by the Housing Advisory Committee, which has since been disbanded.

Permit Type	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	
Zoning Applications												
Zoning Text Amendments	3	3	4	5	3	4	8	2	1	5	6	
Annexations	2	1	0	1	1	1	1	2	2	1	1	
Bldg. Height Reviews	1	0	0	1	0	0	0	1	0	0	0	
Subdivision Applications												
Subdivision Code	0	0	1	0	0	0	0	1	0	1	1	

Amendments												
Comprehensive Plan Applications												
Comprehensive Plan Amendments	7	8	7	6	3	5	0	4	5	3	1	
Review of other Planning Documents	3	2	2	4	1	2	2	2	3	1	2	
Other Applications												
Surplus of City Owned Properties	0	0	2	1	0	1	1	1	3	1	2	
Sign Code Reviews/Variances	0	0	2	0	0	0	0	0	0	0	0	
Sidewalk Use Licenses	0	0	0	0	0	0	2	1	2	1	1	
CDBG Program Grant Awards	0	0	0	0	0	0	0	0	0	0	1	
Other Code Amendments	0	1	1	2	0	1	2	2	1	3	1	
TOTALS	**16**	**15**	**19**	**20**	**8**	**14**	**16**	**16**	**17**	**16**	**16**	

The work accomplished by the Planning Commission was conducted during 8 regular meetings, 3 special meetings, 8 workshops and the annual tour. The Commission also had opportunities to attend City sponsored training for Board and Commission members.

Table 15
HEARING EXAMINER PERMIT ACTIVITY LEVELS 2015

In Table 15, the years 2005-2014 show the permit review activity that was conducted by the Planning Commission. The year 2015 shows permit applications reviewed by the Hearing Examiner.

Permit Type (Red text denotes years that Planning Commission performed land use review.)	**2005**	**2006**	**2007**	**2008**	**2009**	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**
Zoning Applications											
Zoning Map Amendments	8	2	4	6	2	6	4	0	2	4	5
Preliminary PUDs	2	7	2	0	0	1	0	1	0	0	0
Final PUDs	1	0	0	0	0	0	0	0	0	0	0
Special Use Permits	3	6	2	2	2	2	1	4	4	3	3
Site Plan Reviews	4	0	0	1	0	4	4	2	2	0	0
Subdivision Applications											
Preliminary Plats New	8	8	5	1	0	2	2	0	2	4	3
Preliminary Plats – Revisions	0	0	0	0	1	1	0	0	0	0	0
Binding Site Plans	0	0	0	0	0	0	0	0	0	2	0
Short Plat Appeals	0	0	0	0	0	0	0	0	0	0	0
Short Plat Variances	0	0	0	0	0	0	0	0	0	0	0
Other Applications											
Shoreline Permits	2	2	1	0	2	0	2	2	1	2	2*
TOTALS	**28**	**25**	**14**	**10**	**7**	**16**	**13**	**9**	**11**	**15**	**13**

*One shoreline permit application was reviewed by the Planning Commission.

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/16/2016

Agenda Category: Public Hearing

Key Element: Key 6 - Community Amenities

Subject:

Amending the 2016 Capital Facilities Plan to Increase Appropriations of the Parks Project Construction Fund - Ordinance No. 11-16

Department:	Ordinance/Resolution Number:	Document Type:
Parks & Public Facilities	11-16	Presentation

Recommended Motion:

None

Summary:

State law requires that a public hearing be held prior to consideration of an ordinance to increase the appropriation of existing fund balance. Ordinance No. 11-16 is on this evenings consent calendar for first reading, and proposes to appropriate unbudgeted funds to Parks Project Construction Fund for the Richland ORV Park.

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/16/2016

Agenda Category: Minutes

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Council Meeting Minutes for the Meeting Held February 2, 2016

Department:	Ordinance/Resolution Number:	Document Type:
City Attorney		Minutes

Recommended Motion:
Approve the minutes of the Council meeting held on February 2, 2016

Summary:
None.

Fiscal Impact: None.

Attachments:
1. Draft 020216 Council Mtg Minutes

MINUTES
RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, February 2, 2016

Draft

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

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Administrative Services Director Koch and City Clerk Hopkins.

Discussion of Meeting Agenda Items:
Council and staff briefly reviewed the proposed agenda scheduled for the regular meeting.

Councilmembers Lemley and Rose wanted more discussion on the retention of the Benton-Franklin Bi-County Judicial District before the resolution on the agenda supporting the retention was approved. Councilmember Lemley said he would pull the resolution from the consent calendar and request that it be brought to a workshop for discussion.

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

Welcome and Roll Call:
Mayor Thompson welcomed those in the audience and expressed appreciation for their attendance.

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

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Energy Services Director Hammond, Fire and Emergency Services Director Huntington, Community Development Director Jensen, 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 Thompson led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda:

COUNCILMEMBER ROSE MOVED AND COUNCILMEMBER LEMLEY SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 7-0.

Presentations:

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

Ms. Jubb announced the retires Leslie Kuhlman, HR Analyst, 14 years with the City and Gary Stredwick, Equipment Operator, 11 years with the City. She introduced Jessica Rettig, HR Generalist who was in attendance at the meeting and read the list of the other new hires not present at the meeting: Kimberly Blasdel, Customer Service Representative, Calvin Nash IV, Police Officer and Lionel Carmona, Police Officer.

2. The For Inspiration and Recognition of Science and Technology (FIRST) Lego Team, Entitled "The Munchkin Mechanics," Presents the "Plastic Bag Alternatives and Recycling" (5 minutes)
   - Jason McDermott, Team Coach

The members of the Munchkin Mechanics introduced themselves and presented their topic, “Plastic Bag Alternatives and Recycling.” The Councilmembers congratulated them on an excellent presentation.

3. Presentation of the 2014 Comprehensive Annual Financial Report (CAFR) Award (5 minutes)
   - Brandon Allen, Finance Director

Mr. Allen introduced Dan Legard, Finance Director for the City of Kennewick and Board Member of the Washington Finance Officers Association, who on behalf of the Association, presented the 2014 Comprehensive Annual Financial Report to the City. Mr. Legard explained how an institution earns the award.

Council commended the Administrative Services staff on earning the award.

Public Comments:
City Clerk Hopkins read the public comments procedure.

Mayor Thompson gave the background on the Waterfront Vision plan that is currently under discussion by the City. He explained the plan in looking at ways to tie the downtown area with the waterfront and other economic development ideas, but said no decisions have been made. Mayor Thompson said the project will take a lot of time and planning and to develop and will include numerous public meetings. He said Mr. Brault has brought forward an idea of building a public market on the 650 George Washington Way property that the Crown Group is in the process of purchasing. He said the Council is willing to have a meeting with the Crown Group and hear their ideas.

Adam Brault, 348 Soaring Hawk, Richland, WA, had a petition requesting a public meeting for the Tri Cities Public Market Feasibility Study and Site Analysis signed by approximately 90 people to present to Council. He said he was pleased that the City will schedule the meeting in the near future.

Consent Calendar:
City Clerk Hopkins read the Consent items.

Minutes:

1. Approve the Council Meeting Minutes Held January 19, 22 and 26, 2016
   - Heather Kintzley, City Attorney

Ordinances - First Reading:

2. Ordinance No. 03-16, Amending RMC Title 3: Finance, Relating to Utility Low-Income Program
   - Brandon Allen, Finance Director

Ordinances - Second Reading/Passage:

3. Ordinance No. 04-16, Vacating a Portion of Sky Meadows Avenue and Greenview Drive Right-of-Way
   - Pete Rogalsky, Public Works Director

4. Ordinance No. 06-16, Vacating a Portion of Wellhouse Loop Right-of-Way
   - Pete Rogalsky, Public Works Director

5. Ordinance No. 09-16, 2016 Budget Amendment for the Stormwater Fund
   - Pete Rogalsky, Public Works Director

Resolutions – Adoption:

6. Resolution No. 12-16, Approving the Preliminary Plat of West Village
   - Rick Simon, Development Services Manager

7. Resolution No. 28-16, Authorizing Purchase and Sale Agreement with Charlene Saiz for the Purchase of Duportail Street Reconstruction Project Right-of-Way
   - Pete Rogalsky, Public Works Director

8. Resolution No. 29-16, Authorizing Purchase and Sale Agreement with Yuksel, Inc. for Duportail Bridge Right-of-Way
   - Pete Rogalsky, Public Works Director

9. Resolution No. 30-16, Authorizing Interlocal Agreement for Automatic Aid Response
   - Tom Huntington, Fire and Emergency Services Director

10. Resolution No. 31-16, Accepting a $121,375 Grant from the Washington State Recreation and Conservation Office (RCO) and Authorizing Execution of Agreement with RCO
- Phil Pinard, Planning and Capital Projects Manager

11. Resolution No. 34-16, Authorizing an Agreement with Parametrix, Inc. for Landfill Environmental Monitoring, Sampling and Reporting Services
- Pete Rogalsky, Public Works Director

12. Resolution No. 36-16, Authorizing an Agreement with Parametrix, Inc. for Assessment Monitoring Work Plan Preparation and Implementation
- Pete Rogalsky, Public Works Director

PULLED 13. Resolution No. 37-16, Supporting Retention of the Benton-Franklin Bi-County Judicial District
- Heather Kintzley, City Attorney

Expenditures - Approval:

14. Expenditures from January 11, 2016 - January 22, 2016 for $6,356,541.28 including Check Nos. 230512-230934, Wire Nos. 6079-6086, Payroll Check Nos. 101256-101268, and Payroll Wire/ACH Nos. 9289-9308
- Cathleen Koch, Administrative Services Director

COUNCILMEMBER KENT MOVED AND COUNCILMEMBER ANDERSON SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED LESS ITEM NO. 13. THE MOTION CARRIED 7-0.

Items of Business:

1. Resolution No. 19-16, Approving the City Council Assignments for 2016-2017
- Sandra Kent, Councilmember

Councilmember Kent said she and Councilmembers Anderson and Rose made up the Council Assignment Committee and briefly explained the purpose and function of the Council committee assignments.

Mayor Pro Tem Christensen thanked the committee for their work.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUZZO GILMOUR SECONDED A MOTION TO ADOPT RESOLUTION NO. 19-16. THE MOTION CARRIED 7-0.

2. Resolution No. 37-16, Supporting Retention of the Benton-Franklin Bi-County Judicial District
- Heather Kintzley, City Attorney

Councilmember Lemley said he would like further discussion on this resolution.

COUNCILMEMBER LEMLEY MOVED AND COUNCILMEMBER ROSE SECONDED THE MOTION TO TABLE RESOLUTION NO. 37-16 TO THE NEXT AVAILABLE WORKSHOP FOR DISCUSSION. THE MOTION CARRIED 7-0.

Reports and Comments:

1. City Manager Reents pointed out the new commemorative plaque in the Council Chamber that displays documents and pictures of the signing ceremony of the agreement with the Secretary of Interior and the Secretary of Energy to create the Manhattan Project National Historical Park and B Reactor National Historic Landmark.

2. Council:

Mayor Pro Tem Christensen thanked the Munchkin Mechanics for their presentation and thanked the citizens for their involvement in the Waterfront Vision plan and assured them that the project is in its planning stages and that public participation will be included.

3. Mayor Thompson thanked Mr. Jerome Delvin, Benton County Commissioner, for attending the Council meeting.

Adjournment:
Mayor Thompson adjourned the meeting at 8:03 p.m.

Respectfully Submitted,

____
Marcia Hopkins, City Clerk

FORM APPROVED: ____________________________________
Robert J. Thompson, Mayor

DATE APPROVED: ____________________________________

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/16/2016

Agenda Category: Ordinances - First Reading

Key Element: Key 6 - Community Amenities

Subject:

Ordinance No. 11-16, Proposed Increase in Appropriation of the Parks Project Construction Fund for ORV Park Improvements and Revising the 2016 Capital Improvement Plan

Department:	Ordinance/Resolution Number:	Document Type:
Parks & Public Facilities	11-16	Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 11-16, Proposed Increase in Appropriation of the Parks Project Construction Fund.

Summary:

State law requires that an ordinance be adopted to increase budgeted appropriations. Ordinance No. 11-16 proposes to amend the Parks Project Construction Fund.

On December 15, 2015 Council accepted a Washington State Recreation and Conservation Office (RCO) grant for ORV Park entry and office building improvements in the amount of $243,500 and on January 5, 2016, Council accepted an RCO, ORV Park maintenance and operation grant in the amount of $96,600.

Neither of these grants were anticipated in the 2016 Capital Improvement Plan.

Fiscal Impact: The proposed ordinance will increase the appropriations in the Parks Project Construction Fund by $340,100 for the ORV Park. This additional funding will come from RCO grants.

Attachments:

1. Ordinance No. 11-16
2. ORV Park 2016-2021 CIP Sheet

ORDINANCE NO. 11-16

AN ORDINANCE of the City of Richland amending the 2016 Budget to provide for additional appropriations and declaring that a public emergency exists in the City's Parks Project Construction Fund.

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

WHEREAS, on December 15, 2015 and January 5, 2016 Council accepted two Non-Highway and Off-Road Vehicle Activities (NOVA) grants from the Washington State Recreation and Conservation Office in the amount of $340,100 for ORV Park operations and maintenance, replacing the office building and entry improvements; and

WHEREAS, the projects funded by these grants will enhance the user experience at the ORV Park, provide for operation and maintenance, provide a new modern office building and improve the efficiency and appearance of the main entry; and

WHEREAS, no funds were appropriated in the 2016 Parks Project Construction Fund for ORV Park maintenance, operations and improvements; and

WHEREAS, a public hearing was held pursuant to RCW 35.33.091 on February 16, 2016, regarding the increase in appropriations from beginning fund balance in the Parks project Construction Fund.

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

<u>Section 1</u>. Facts Constituting Emergency. The expenses contained within this ordinance were not anticipated when the 2016 budget was approved.

<u>Section 2</u>. Declaration of Public Emergency. Due to circumstances described above, the City Council declares that a public emergency exists in the Parks Project Construction Fund.

<u>Section 3</u>. Amendment of the 2016 Budget. The 2016 Budget is hereby amended to provide additional appropriations in the Parks Project Construction Fund from unappropriated fund balance in the amount of $96,600 and from grant revenues in the amount of $243,500 as follows:

<u>Parks Project Construction Fund</u>	
Current Appropriation:	$ 818,500
Increase in Appropriation:	$ 340,100
Amended Appropriation:	$1,158,600

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:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

Date Published: ________________

ORV Park

Type of Project: Parks Project

Partnership Project? YES

Waterfront Project? NO

Project #

Key #	Goal #
6	3

Strategic Leadership Plan Project? ***Yes***

PROJECT NAME: ORV Park

PROJECT ADMINISTRATION: Parks & Public Facilities

PROJECT LOCATION: ORV Park

PROJECT TIMELINE: 2016-2018

RESPONSE TO *GMA LEVEL OF SERVICE? NO

PROJECT DESCRIPTION

The 2016-2018 improvements consist of replacing the 30 year old modular office building with a new stick framed building, improving and expanding the number of entry gates and enhancing maintenance and operation through the purchase of a used backhoe.

PROJECT ASSUMPTIONS

BENEFITS

The proposed improvements will enhance the appearance of the ORV park, provide a more efficeint office building and provide additional equipment for park maintenance.

PROJECT COST ESTIMATE	Total Estimated Project Cost	Project Costs To-Date 12/31/14	Authorized Budget Remaining in 2015	2016	2017	2018	2098	2020	2021
DESIGN	10,000								
CONSTRUCTION MANAGEMENT	4,000								
CONSTRUCTION	292,300								
BACKHOE PURCHASE	205,000								
OTHER ENG. SERVICES	-								
	-								
TOTAL	$ 511,300	$ -		$ -	$ -	$ -	$ -	$ -	$ -

RECOMMENDED FUNDING SOURCES	Total Estimated Project Revenues	Project Revenue To-Date 12/31/14	Authorized Budget Remaining in 2015	2016	2017	2018	2019	2020	2021
RCO NOVA GRANT	243,500			243,500					
RCO NOVA GRANT	96,600			96,600					
IN KIND DONATION	152,200			152,200					
HRMC LEASE FEES	19,000			19,000					
TOTAL	$ 511,300	$ -	$ -	$ 511,300	$ -	$ -	$ -	$ -	$ -

OPERATING & MAINTENANCE COSTS (IMPACTS)	Total Estimated Project Operating & Maint. Costs			2016	2017	2018	2019	2020	2021
	-								
	-								
	-								
	-								
	-								
TOTAL	$ -	-	-	$ -	$ -	$ -	$ -	$ -	$ -

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/16/2016 | Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Ordinance No. 03-16, Amending RMC Title 3: Finance, Relating to Utility Low-Income Program

Department:	Ordinance/Resolution Number:	Document Type:
Administrative Services	03-16	Ordinance

Recommended Motion:
Give second reading and pass Ordinance No. 03-16, amending Title 3: Finance, of the Richland Municipal Code regarding utility low income program.

Summary:
On September 1, 2015, Council adopted Ordinance No. 39-15, which amended RMC Chapter 14.24, Rates and Charges. Proposed Ordinance 03-16 includes the required amendments necessary as it relates to the utility low income program.

The current RMC offers a 33% discount on a flat percentage to each customer's total electric bill. This approach did not empower customers to receive discounts based on energy efficiency methods.

Proposed Ordinance 03-16 includes a new discount structure allowing recipients to eliminate the daily service fee and to receive a 15% discount on the regular energy charge. This structure would accomplish the same 33% average savings at the same annual cost but encourages the customer to be more energy efficient to receive the highest possible discount. Based on 2014 usage amongst the low income group, the discount percentage would range from 20% for the consumers with the highest use to nearly 100% for those who utilize almost no electricity at all.

First reading was given at the February 2, 2016, Council meeting.

Fiscal Impact:	
Yes	This amendment would change the calculation for discounted electrical services rates for residential customers qualifying for low income senior or low income citizens. This change in structure is not expected to change overall average savings or annual costs.

Attachments:
1. Proposed Ordinance No. 03-16

ORDINANCE NO. 03-16

AN ORDINANCE of the City of Richland amending Title 3: Finance, of the Richland Municipal Code regarding utility low income program.

WHEREAS, on September 1, 2015, the City adopted Ordinance No. 39-15, which amended RMC Chapter 14.24, Rates and Charges; and

WHEREAS, this amendment changed the calculation for discounted electrical service rates for residential customers qualifying as low income senior or low income disabled citizens, as described in Schedule 10, Section F, of RMC 14.24.060; and

WHEREAS, RMC Chapter 3.29, Utility Low Income Program needs to be amended to reflect the amendments to RMC Chapter 14.24, Rates and Charges.

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

Section 1. RMC Chapter 3.29, Utility Low Income Program, as enacted by Ordinance No. 40-02 and last amended by Ordinance No. 12-07, is hereby amended to read as follows:

Sections:
3.29.010 Special residential rates – Low income senior citizens and low income disabled citizens.
3.29.020 Special residential rates – Discounts for low income senior citizens and low income disabled citizens.
3.29.030 Special residential rates – Qualification as low income senior citizen or low income disabled citizen.

3.29.010 Special residential rates – Low income senior citizens and low income disabled citizens.
There shall be a discount applied to rates for services provided to residential customers qualifying as low income senior citizens or low income disabled citizens. [Ord. 40-02].

3.29.020 Special residential rates – Discounts for low income senior citizens and low income disabled citizens.
The discounts shall be as follows:

Service	**Discount**
Residential Electrical Rate Schedule 10 per RMC 14.24.060	~~33%~~ The service charge shall be waived, and the energy charge

Service	Discount
	<u>shall be discounted 15% of Schedule 10</u>
Residential Solid Waste per RMC 15.20.020	60%
Residential Stormwater Rate per RMC 16.08.035	33%
Residential Sewer Schedule 1 per RMC 17.56.010	60%
Residential Water Table 1 per RMC 18.24.020	60%

Provided that such water discount shall not apply to any billing cycle that water consumption exceeds 5,000 cubic feet.

[Ord. 40-02; Ord. 12-07].

3.29.030 Special residential rates – Qualification as low income senior citizen or low income disabled citizen.

A. The special residential rate for low income senior citizens or low income disabled citizens specified in RMC 3.29.020 shall be available to each person who shows satisfactory proof to the finance manager, or his designee, that he or she:

1. a. Is 62 years of age or over; or

   b. Is a citizen qualifying for special parking privileges under RCW 46.16.381(1)(a) through (f) or a blind citizen as defined in RCW 74.18.020(4), or developmentally disabled as defined in RCW 71A.10.020(2) or a mentally ill person as defined in RCW 71.05.020(1); and
2. Has a maximum annual income of not more than 125 percent of the poverty level established by the federal office of management and budget; and
3. Is the sole occupant or the head of a household; and
4. Resides in a dwelling unit served directly by the city's utility; and
5. Is billed in his or her name by the city's utility.

B. All information presented in support of such application shall be verified by the applicant who shall provide such other data as deemed appropriate upon forms and in a manner determined by the finance manager or his designee. [Ord. 40-02].

<u>Section 2.</u> 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 16th day of February, 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: 02/16/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 6 - Community Amenities

Subject:

Resolution No. 32-16, Authorizing the City Manager to Utilize the Public Art Fund to Purchase Public Art

Department:	Ordinance/Resolution Number:	Document Type:
Parks & Public Facilities	32-16	Resolution

Recommended Motion:

Authorize the City Manager to purchase artwork using the City's Public Art Fund in an amount not to exceed $6,000.

Summary:

Past practice dictates that Council authorize significant expenditures from the City's Public Art Fund prior to the purchase of public art. Last year, the City removed a carved tree artwork from Howard Amon Park south of Lee Boulevard and east of the Sturgeon Cove Playground due to wood rot. The removal creates an opportunity for new public art.

The Richland Arts Commission recommends the installation of up to four outdoor musical instruments in the location of the former tree carving. Resolution 32-16 would authorize $5,227 to purchase an "imbarimba" instrument, similar to a xylophone, and another $773 for site work. Total funds requested equal $6,000. Additional outdoor instruments will be considered in the future.

Fiscal Impact: Resolution 32-16 would authorize $5,227 to purchase an "imbarimba" instrument, similar to a xylophone, and another $773 for site work for a total of $6,000.

Attachments:

1. 1) Resolution No. 32-16
2. 2) Product Images

RESOLUTION NO. 32-16

A RESOLUTION of the City of Richland authorizing the use of the Public Art Fund to purchase an imbarimba outdoor musical instrument.

WHEREAS, there exists a Public Art Fund used to acquire and maintain public art; and

WHEREAS, a tree carving artwork in Howard Amon Park was recently removed due to wood rot and a space now exists for a replacement artwork; and

WHEREAS, the Richland Arts Commission reviewed all available options and recommends a phased project to install several outdoor musical instruments in one grouping; and

WHEREAS, outdoor musical instruments are highly compatible with the adjacent Sturgeon Cove Playground; and

WHEREAS, the Richland Arts Commission recommends an imbarimba as the first purchase for the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to utilize up to $6,000 from the City's Public Art Fund to purchase an outdoor imbarima instrument representing $5,227 for the purchase and the remainder for site development costs.

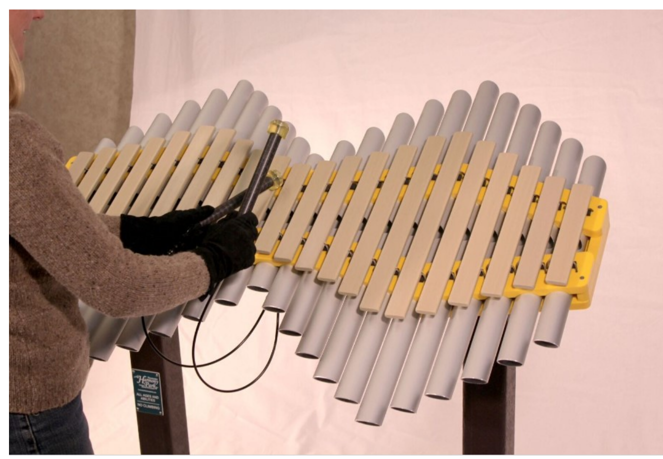
BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 16th day of February, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:	APPROVED AS TO FORM:
MARCIA HOPKINS City Clerk	HEATHER KINTZLEY City Attorney


Freenotes
Harmony
Park



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/16/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 6 - Community Amenities Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 33-16, Authorizing an Interlocal Agreement with Benton County for Construction of a Parking Lot at Trailhead Park

Department:	Ordinance/Resolution Number:	Document Type:
Parks & Public Facilities	33-16	Resolution

Recommended Motion:

Adopt Resolution No. 33-16, authorizing an interlocal cooperative agreement with Benton County for construction of a parking lot at Trailhead Park.

Summary:

On May 5, 2015, Council adopted the Trailhead Park Master Plan which included a new 76 stall parking lot.

Benton County desires to assist with the construction of the parking lot and has committed up to $35,000 for construction.

The proposed interlocal cooperative agreement is necessary for the County to convey these funds to the City.

The funds contributed by the County, added to those contributed by the Port of Kennewick, provide adequate funds to construct and pave the parking lot, which provides additional off-street parking and lessens parking impacts on Queensgate Drive.

The parking lot project is complete and there are adequate Park Reserve Funds to cover the expense until the City is reimbursed by the County.

Fiscal Impact: The total project funding is now $185,000 which will cover the project construction costs. On September 9, 2015 Council approved ordinance 54-15 increasing the appropriation in the Parks Project Construction Fund for this project which included the contribution from Benton County.

Attachments:

1. Resolution 33-16
2. Interlocal Cooperatve Agreement

RESOLUTION NO. 33-16

A RESOLUTION of the City of Richland authorizing execution of an interlocal cooperative agreement with Benton County for the construction of a parking lot at Trailhead Park.

WHEREAS, in 2015 the City of Richland adopted a master plan for Trailhead Park; and

WHEREAS, the park master plan includes a parking lot; and

WHEREAS, Benton County desires to contribute funds toward the construction of the parking lot at Trailhead Park; and

WHEREAS, on September 22, 2015 the Benton County Commissioners authorized an interlocal agreement to contribute up to $35,000 toward construction of the parking lot; and

WHEREAS, the City of Richland considers it in the best public interest to enter into an interlocal cooperative agreement with Benton County to accept this contribution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute an interlocal cooperative agreement with Benton County to accept contribution of funds up to $35,000 toward construction of a parking lot at Trailhead Park.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 16th day of February, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

INTERLOCAL COOPERATIVE AGREEMENT
between
THE CITY OF RICHLAND AND BENTON COUNTY, WASHINGTON,
for
NEW TRAILHEAD PARK PARKING LOT

THIS INTERLOCAL COOPERATIVE AGREEMENT is effective as of the date signed by the following parties: the City of Richland, Washington, a Washington Municipal Corporation, hereinafter "CITY", and Benton County, Washington, a political subdivision of the State of Washington, hereinafter "COUNTY," hereinafter jointly referred to as the "Jurisdictions".

WHEREAS, the Jurisdictions are, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), authorized to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Jurisdictions; and,

WHEREAS, Trailhead Park is a publicly-accessible park owned and operated by the CITY, and Badger Mountain Centennial Preserve is a publicly-accessible park owned and operated by the COUNTY; and,

WHEREAS, the two parks share a common boundary; and the primary access into the Badger Mountain Centennial Preserve is across and through Trailhead Park; and,

WHEREAS, the Jurisdictions have determined that constructing an additional paved parking area at Trailhead Park would benefit both the users of Badger Mountain Centennial Preserve and Trailhead Park, and is in the best interest of the Jurisdictions and the public; and,

WHEREAS, said additional parking area will support and serve visitors to the two parks and facilitate increased access to and usage of them; and,

WHEREAS, the Port of Kennewick is also contributing to the parking lot project under separate agreement with the CITY; and,

WHEREAS, the Jurisdictions, by their respective governing bodies, have determined this project is best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Jurisdictions agree as follows:

Section 1. Purpose. The purpose of this Agreement is to establish the respective roles of the Jurisdictions in the construction, financing and maintenance of an additional paved parking area within Trailhead Park, a park owned by CITY and managed within its Department of Parks and Recreation. This additional paved parking area shall be hereinafter referred to as the "NEW LOT."

Section 2. Designated Contacts. The designated contacts for the purposes of administration of this agreement shall be:

CITY: Phil Pinard
Richland Parks and Recreation Department
2700 Duportail Street
Richland, Washington 99352
509-942-7529 / ppinard@ci.richland.wa.us

COUNTY: Adam J. Fyall
Benton County Commissioners' Office
7122 West Okanogan Place
Kennewick, Washington 99336
509-736-3053 / adam.fyall@co.benton.wa.us

Section 3. Planning and Construction. The CITY shall do the following, utilizing any of its elected officials, employees, or agents as it sees fit to accomplish the task:

(a) Create any plans necessary and engage in any engineering, soil testing, or any other process or procedure upon which initiation or completion of the NEW LOT is made necessary by operation of any ordinance, statute or administrative rule;
(b) Put the project out for bid in compliance with all laws governing public works;
(c) Sign an appropriate contract with an appropriate contractor or contractors for purposes of constructing the NEW LOT;
(d) Oversee and administer the construction of the NEW LOT including resolving any disputes which may come about with the contractor;
(e) Inspect the NEW LOT at stages required by contract, inspection ordinances or laws, including at the final stage;
(f) Certify the NEW LOT for occupancy if and when appropriate;
(g) Maintain and clean the NEW LOT, after it is placed into service, as it does and would any other parking area located in one of its city parks;
(h) Repaint the lines within the surface parking area of the NEW LOT on a regular schedule so as to keep them easily visible for public users under normal daytime and low-light conditions; and,
(i) Safeguard the NEW LOT, in the same manner as it safeguards other parking areas within City parks;

Section 4. New Lot Standards. The CITY is responsible for the ultimate planning and engineering of the NEW LOT including method of construction and materials used; PROVIDED the parking surface and the two ingress/egress areas shall be paved with a standard asphalt product, and painted with lines such that the NEW LOT will have parking spaces for at least 75 passenger vehicles.

Section 5. Funding. COUNTY shall reimburse the CITY for direct costs the CITY incurs in the planning and construction of the NEW LOT, up to a maximum amount of $35,000, after the CITY has been reimbursed by the Port of Kennewick for the first $150,000 of costs incurred in the planning and construction of the NEW LOT. PROVIDED, that COUNTY shall not be required to, and will not, reimburse any portion of the salary of any CITY elected official, employee or agent, even if such elected official, employee or agent devotes substantial time to the NEW LOT. The reimbursement of costs is further subject to the following conditions:

(a) The COUNTY is not obligated to provide any reimbursement unless and until the CITY has sought and obtained reimbursement of $150,000 from the Port of Kennewick for costs to construct the NEW LOT;
(b) Reimbursement shall be for actual costs incurred in the planning and construction, including any site surveys, design work, engineering or other incidental work, only; and
(c) Reimbursement shall not be sought until the NEW LOT has been certified for occupancy, the NEW LOT has been placed into service to the public, all contractors and sub-contractors have been paid and retainage has been released, and CITY has provided COUNTY with an accounting of the costs incurred in the planning and construction of the project.

Section 6. Ownership and Consideration. Nothing in this Agreement is intended to modify or impede CITY'S ownership of the property upon which NEW LOT will be located, and CITY, at all times, shall retain full title to the property as well as the NEW LOT, at all stages of construction and upon completion. As consideration for COUNTY'S reimbursement of CITY'S construction costs as set out above, CITY agrees to the following conditions on the operation of the NEW LOT:

(a) Once the NEW LOT is completed, certified for occupancy and placed into service, the CITY shall allow users of Badger Mountain Centennial Preserve, a County park, reasonable access to NEW LOT in accordance with the same rules and restrictions as users of Trailhead Park, so long as Trailhead Park continues to be a City park. The CITY will not construct, nor, to the extent authorized by law, allow others to construct any physical impediments to access to the NEW LOT by users of Badger Mountain Centennial Preserve, such as fences and the like. The CITY shall allow the COUNTY, if it so wishes, to place signs or other indicators at Trailhead Park indicating the availability of the NEW LOT to users of the Badger Mountain Centennial Preserve. Such signs or other indicators shall be acquired at COUNTY'S own cost, and subject to review and approval of the City's Parks & Public Facilities Director. City approval shall not be unreasonably withheld.
(b) CITY shall operate Trailhead Park and the NEW LOT for at least ten (10) years or it shall repay to the COUNTY all funds paid by the COUNTY to the CITY under this Agreement.

Section 7. Modification. This Agreement may be modified only by written amendment signed by both Jurisdictions.

Section 8. Indemnification. CITY shall indemnify, hold harmless and defend COUNTY, its elected officials, employees and agents, from all claims, lawsuits, or any liability whatsoever, including costs and attorney's fees, for property loss or damage, bodily injury, sickness or death, personal and advertising injury, and any other tort loss, related to or arising from:

(a) CITY'S planning and construction of the NEW LOT;

(b) The use of the NEW LOT by any person;

The CITY'S responsibilities under this indemnification provision include investigating, adjusting and defending the alleged loss. PROVIDED, the CITY shall have no obligation to indemnify COUNTY to the extent that the alleged loss is caused by the sole negligence of the COUNTY, its elected officials, employees, or agents.

Section 9. Term of Agreement and Termination.

(a) The term of this Agreement shall become effective on full execution hereof.

(b) This Agreement shall continue so long as the CITY allows the NEW LOT to be used by the public and shall not be terminated prior to thereto except by mutual agreement of the Jurisdictions.

Section 10. Inspection of Records. The records and documents with respect to all matters covered by this Agreement shall be available for inspection by either Jurisdiction during the term of this Agreement and for three years after its expiration.

Section 11. Administration and Manner of Holding Property. The CITY shall acquire, hold, and dispose of the NEW LOT pursuant to the terms of this Agreement and shall manage and administer the NEW LOT and the obligations associated with its operation.

Section 12. No Separate Legal Entity. It is not the intention of this Agreement to create a separate legal entity to conduct the cooperative undertaking and none of the provisions of this Agreement should be construed as such. The acquiring, holding or disposing of real or personal property is not contemplated by or authorized by this Agreement.

Section 13. Severability. In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not effect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

Section 14. Filing. Per RCW 39.34.040, the County shall record this Agreement with the Benton County Auditor.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year written below.

CITY OF RICHLAND

____
Cynthia D. Reents, ICMA-CM
City Manager

Date: ____________________ 2016

ATTEST:

____
City Clerk

Date: ____________________ 2016

APPROVED AS TO FORM:

____
Heather Kintzley, City Attorney

Date: ____________________ 2016

STATE OF WASHINGTON)
) **ss.**
COUNTY OF BENTON)

I certify that I know or have satisfactory evidence that ______________________________________ is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this__________ day of __________, 2016

____
Signature of Notary

____
Print or stamp name of Notary
Notary Public for the State of
Washington, residing at

____
My appointment expires __________

BENTON COUNTY

____
Shon Small, Chairman
Board of County Commissioners

Date: ____________________ 2016

ATTEST:

____
Clerk to the Board

Date: ____________________ 2016

APPROVED AS TO FORM:

Ryan K Brown
____
Deputy Prosecuting Attorney

Date: January 19, 2016

STATE OF WASHINGTON)
) **ss.**
COUNTY OF BENTON)

I certify that I know or have satisfactory evidence that ____________________________ is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this__________ day of _________, 2016.

____
Signature of Notary

____
Print or stamp name of Notary
Notary Public for the State of
Washington, residing at

____
My appointment expires _________

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/16/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:
Resolution No. 35-16, Amending Contract No. 68-14 - Standard Loan Agreement with Washington State Department of Transportation

Department:	Ordinance/Resolution Number:	Document Type:
Community & Development Services	35-16	Resolution

Recommended Motion:
Motion to adopt Resolution 35-16, authorizing the City Manager to sign and execute Amendment No. 1 to the Standard Loan Agreement (Contract No. 68-14) to amend the loan repayment schedule to match the actual charges made against the Agreement for the construction of a rail siding project in the Horn Rapids Industrial Park.

Summary:
In March 28, 2014, the City entered into a Loan Agreement (Contract No. 68-14) with the Washington State Department of Transportation to help fund the construction of a rail siding project in the Horn Rapids Industrial Park.

The amount of the loan was for $400,000 to be paid over ten years. After completion of the rail siding project, the invoices submitted to the WSDOT indicated a difference between the actual costs incurred and the estimated costs provided in the repayment schedule in the Agreement.

The amendment to the Loan Agreement is needed to match the actual charges made against the Agreement for the construction of this rail project.

Fiscal Impact: The amendment to the Standard Loan Agreement with the Washington State Department of Transportation will reduce the total loan amount from $400,000 to $399,981.71. The loan will be paid from lease revenues from the rail siding project.

Attachments:
1. Amendment No. 1 - Contract No. 68-14
2. Contract No. 68-14
3. Resolution No. 35-16

AMENDMENT NO. 1

Between

CITY OF RICHLAND

And

THE STATE OF WASHINGTON

AGREEMENT RRB-1070

This AMENDMENT No.1 ("AMENDMENT") is between the CITY OF RICHLAND, ("RECIPIENT") and the STATE OF WASHINGTON, DPEARTMENT OF TRANSPORTATION ("STATE") and amends the Agreement for the Project RRB-1070 ("AGREEMENT") effective March 28, 2014, between the PARTIES.

WHEREAS, the PARTIES are authorized by Section XXVIII, "AMENDMENT," of the original AGREEMENT to amend the terms and conditions of the original AGREEMENT; and

WHEREAS, the Scope of Work as described in Exhibit A has been completed and all invoices submitted to WSDOT indicating a difference in actual costs than the original estimated costs; and

WHEREAS, both PARTIES desire to amend the loan repayment schedule to match the charges made against this Agreement;

NOW THEREFORE, the PARTIES hereto agree to amend the AGREEMENT as follows:

1. In Title Block, revise the Not to exceed amount to "Three Hundred Ninety Nine Thousand Nine Hundred Eighty One Dollars And Seventy One Cents ($399,981.71)".
2. Delete the entire "Exhibit C Repayment Schedule" and replace it with "Exhibit C-1 Repayment Schedule".
3. Except as expressly modified herein, all other terms and conditions of the original Agreement RRB-1070 shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have executed this AMENDMENT NO. I to AGREEMENT RRB-1055 as the date last signed below by the PARTIES.

STATE OF WASHINGTON
Department of Transportation

By: ______________________________ Date: ________________________

Ron Pate
Director
WSDOT Rail Division

CITY OF RICHLAND

By: ______________________________ Date: ________________________

~~Bill King~~ Kerwin Jensen, Director

By: ______________________________ Date: ________________________

~~Cynthia D Johnson~~
Cynthia D. Reents, ICMA-CM

By: ______________________________ Date: ________________________

Marcia Hopkins

Approved as to form:

By: ______________________________ Date: 11/19/2015

Scott Lockwood
Assistant Attorney General
State of Washington

Any modification, change or revision to this AGREEMENT requires the further approval as to form by the Office of the Attorney General.

EXHIBIT C-1
REPAYMENT SCHEDULE

Payments are based on a LOAN amount of $399,981.71 for 10 years

Principle = $399,981.71 No. of Payments = 10
First Payment Due = July 1, 2016

No	Payment Date	Beginning Balance	Yearly Payment	Ending Balance
1	7/1/2016	$399,981.71	$39,998.17	$359,983.54
2	7/1/2017	$359,983.54	$39,998.17	$319,985.37
3	7/1/2018	$319,985.37	$39,998.17	$279,987.20
4	7/1/2019	$279,987.20	$39,998.17	$239,989.03
5	7/1/2020	$239,989.03	$39,998.17	$199,990.86
6	7/1/2021	$199,990.86	$39,998.17	$159,992.68
7	7/1/2022	$159,992.68	$39,998.17	$119,994.51
8	7/1/2023	$119,994.51	$39,998.17	$79,996.34
9	7/1/2024	$79,996.34	$39,998.17	$39,998.17
10	7/1/2025	$39,998.18	$39,998.18	$0.00

CONTRACT NO. 68-1L)

Washington State Department of Transportation

Loan Standard Form Agreement

Agreement	Organization CITY OF RICHLAND
	Description of Work Construct a rail siding in the Horn Rapids Industrial Park
Agreement Number **RRB** 1070	
State Loan Funds Not to exceed	Four Hundred Thousand Dollars ($400,000.00)

This AGREEMENT is between the STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION hereinafter referred to as the "STATE", and CITY OF RICHLAND, hereinafter referred to as the "RECIPIENT," collectively referred to as the "PARTIES" and individually the "PARTY."

WHEREAS, the Legislature recognizes that rail abandonment can increase the burden on STATE highways and county roads by increasing highway maintenance and repair costs; and

WHEREAS, the Legislature recognizes that rail abandonment can increase highway-related air pollution and dependence on imported petroleum; and

WHEREAS, the Legislature, pursuant to chapter 47.06A RCW, determined that freight rail systems are important elements of the STATE'S multimodal transportation system and that Washington's economy benefits from the freight rail system by helping to ensure movement of the STATE'S agricultural, chemical, and natural resource products to local, national, and international markets; and

WHEREAS, the Legislature recognizes that the STATE, counties, local communities, railroads, labor and shippers all benefit from continuation of essential rail service for economic development purposes; and that abandonment of rail lines, reduction in rail freight service, and the resultant motor vehicle freight traffic increases the burden on state highways and roads; and

WHEREAS, the Legislature finds that in many cases, the cost of upgrading the roads exceeds the cost of maintaining rail freight service. Thus, the economy of the State of Washington will be best served by a policy of maintaining and encouraging a healthy rail freight system by creating a mechanism which keeps rail freight lines operating if the benefits of the service outweigh the cost; and

WHEREAS, chapter 47.76 RCW permits the STATE to provide financial assistance to cities, counties, ports, and railroads for the purposes of acquiring, rebuilding, rehabilitating, or improving rail lines necessary to maintain use of the essential rail service; and

WHEREAS, RCW 47.76.250(9) provides that repayment of loans made under this section shall occur within a period not longer than fifteen years, as set by the STATE, and that the repayment schedule and rate of interest, if any, shall be determined before disbursement of the loans; and

WHEREAS, the RECIPIENT shall follow all federal, state and local laws, regulations and ordinances which are applicable; and

WHEREAS, the Scope of Work defined in this AGREEMENT is hereinafter referred to as "PROJECT"; and

WHEREAS, the RECIPIENT is the local public entity for administering the PROJECT funds; and

WHEREAS, the RECIPIENT has requested, and the STATE has authorized and appropriated STATE funds to loan up to Four Hundred Thousand Dollars ($400,000.00) in recognition of the PROJECT's contribution to the public good; and

WHEREAS, pursuant to ESSB 5024 Section 310 (1), the STATE is authorized to charge interest in the amount necessary to recoup the STATE's costs to administer the loans; and

NOW, THEREFORE, pursuant to the above recitals that are incorporated herein as if fully set forth below and in consideration of the terms, conditions, covenants and performances contained in this AGREEMENT, or attached hereto and by this reference made a part of this AGREEMENT, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION I
SCOPE OF WORK

The general Scope of Work is defined in the Description of Work, above, which the STATE has determined to be a project that will improve the STATE's multimodal transportation system, and benefit the STATE and local economy. Complete details are included in EXHIBIT A SCOPE OF WORK, which is attached hereto and by this reference made a part of this AGREEMENT.

SECTION II
LOAN TO THE RECIPIENT

The STATE has estimated that the cost to recover its actual direct and related indirect costs is One Percent (1%) of the loan value. Therefore the amount of loan moneys available shall be the initial loan amount less One Percent (1%), which is Three Hundred Ninety Six Thousand Dollars ($396,000.00). Should the STATE not require the entire One Percent (1%) then the remaining balance shall become available for PROJECT work, if needed.

Subject to the terms and conditions in this Agreement, the STATE agrees to loan the RECIPIENT up to a maximum amount of Three Hundred Ninety Six Thousand Dollars ($396,000.00) for the actual direct and related indirect costs incurred by the RECIPIENT in the course of completing the PROJECT required under this AGREEMENT.

Prior to initiating any reimbursable PROJECT work under this Agreement, the RECIPIENT shall provide the STATE with the proposed schedule for each item of work to be performed. The schedule shall be arranged in such a manner as to form a basis for comparison with progress billings for work performed. In the event of a change in the method or time for performance of any work, the RECIPIENT shall update the schedule, subject to the STATE's prior written approval, to reflect the changed circumstances.

It is understood that the actual PROJECT costs under this AGREEMENT are based on preliminary estimates and that if unforeseen circumstances cause the PROJECT costs to exceed the PROJECT estimate, the RECIPIENT shall complete the PROJECT and assume the entire cost overrun without any increase of the STATE's maximum loan commitment made herein.

Any costs incurred by the RECIPIENT prior to the execution of this AGREEMENT will be borne by the RECIPIENT and will not be eligible for reimbursement from the STATE.

The RECIPIENT shall comply with all provisions of the most recent version of 48 CFR § 31 or as subsequently amended, regarding accounting conventions.

The RECIPIENT shall provide the STATE with documentation confirming local matching share amounts have been secured and used for the PROJECT.

If the STATE, at the sole discretion, determines that the PROJECT is not progressing in a satisfactory manner, the STATE may refuse to loan STATE monies for reimbursement to the RECIPIENT for parts or all of the work performed to date.

If the PROJECT is not completed by June 30, 2015, the RECIPIENT and STATE agree that the entire expense for the completion of the PROJECT will be borne solely by the RECIPIENT. The RECIPIENT shall then also be automatically in default and will be obligated to reimburse the STATE for the full amount of LOAN funds paid to the RECIPIENT to date, per the terms of SECTION VIII - OBLIGATIONS TO REPAY LOANED MONIES. Any required repayment shall be due within thirty (30) calendar days after receipt of an invoice from the STATE.

SECTION III
PROGRESS PAYMENT

The RECIPIENT may submit progress billings to the STATE for reimbursement by STATE loaned monies for PROJECT related work performed pursuant to EXHIBIT A.

The STATE shall loan monies for eligible PROJECT costs incurred and paid related to work performed during the invoice period. The RECIPIENT may submit invoices at any time, but not more frequently than once per ☐ Month ☒ Quarter . The STATE will reimburse the RECIPIENT for properly billed and supported amounts within thirty (30) calendar days of receipt of a progress billing.

The RECIPIENT shall submit these invoices detailing work completed and a PROJECT status report. The STATE shall make periodic payments to the RECIPIENT for costs incurred under this AGREEMENT. Supporting documentation for all costs being invoiced shall be submitted with the invoice. Payment by the STATE shall not relieve the RECIPIENT of any obligation to make good any defective work or material upon PROJECT completion.

At the time the final PROJECT invoice is submitted, the RECIPIENT shall provide the STATE with a written statement confirming the RECIPIENT is in compliance with the terms of the AGREEMENT. The STATE will provide an example of this written statement upon request.

The RECIPIENT shall receive reimbursement for the actual cost of items identified in EXHIBIT A, less net salvage value of any material being replaced in carrying out the PROJECT construction. Labor, materials, and/or other PROJECT costs supplied by the RECIPIENT will only be reimbursed at actual cost without markup to the STATE or profit.

Any materials salvaged under this PROJECT will be stockpiled, inventoried, and sold with the proceeds credited to the PROJECT. Documentation shall include the amount of materials salvaged, the amount actually sold, and amount received which will be credited back to the PROJECT on the final submitted invoice.

Reimbursement for RECIPIENT rented or leased equipment, if any, will be based on actual cost as supported by original receipts. Reimbursement for RECIPIENT owned equipment shall be based on rates per 23 CFR 104.910(a) and approved FRA reference sources.

Reimbursement for overhead costs will not be allowed unless specified in this AGREEMENT.

Reimbursement for travel, subsistence, and lodging expenses will not be eligible under this AGREEMENT unless specifically preapproved in writing by the STATE. If preapproved, the RECIPIENT shall comply with the rules and regulations regarding travel costs in accordance with the Washington State Department of Transportation Accounting Manual M 13-82 Chapter 10 "Travel Rules and Procedures" and revisions thereto, and by this reference incorporated herein as if it were attached hereto. Online access to Accounting Manual (M 13-82) Chapter 10 "Travel Rules and Procedures" and subsequent revisions are available at the Washington State Department of Transportation's Internet Site. The online access address for the current Travel Reimbursement Rates is contained in EXHIBIT B, WSDOT ACCOUNTING MANUAL CHAPTER 10, TRAVEL RULES AND PROCEDURES, attached hereto and by this reference made a part of this AGREEMENT. If online access is not available, contact the Washington State Department of Transportation headquarters office in Olympia to obtain copies of the "Travel Rules and Procedures" and any updates.

Billing for non-salary cost, directly identifiable with the PROJECT, if any, shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts and miscellaneous supporting data submitted by the RECIPIENT with each invoice. All above charges must be essential to the work conducted under this AGREEMENT. Crew travel time between normal workstation and jobsites will not be considered travel under this restriction.

Lending monies by the STATE for any work completed shall not relieve the RECIPIENT of any obligation to make good any defective work or material.

It is agreed that any money loaned by the STATE, pursuant to any RECIPIENT payment request, will not constitute agreement as to the appropriateness of any item, and that required adjustments, if any, will be made at the time of STATE's final payment. In the event that the STATE and/or their representatives conducts an audit, and that audit indicates an overpayment of moneys loaned against costs incurred by the RECIPIENT, the RECIPIENT agrees to pay the overpayment to the STATE within thirty (30) calendar days after being billed therefore. Amounts paid for any overpayment pursuant to this section will be in addition to the RECIPIENT's repayment obligation under Section VIII of this AGREEMENT.

SECTION IV
LOAN REPAYMENTS BY THE RECIPIENT

The STATE agrees to loan the RECIPENT up to a maximum principal amount of Three Hundred Ninety Six Thousand Dollars ($396,000.00) for the purpose of completing the PROJECT. The RECIPIENT shall repay the STATE in accordance with the EXHIBIT C, LOAN REPAYMENT SCHEDULE, attached hereto, and by this reference is made part of this AGREEMENT. The annual loan repayment to be made by the RECIPIENT shall commence on the first day of the following month: July, 2016 .

SECTION V
OWNERSHIP OF PROJECT EQUIPMENT

The STATE shall hold legal title to all vehicles the RECIPIENT acquires or modifies and have legal ownership of any non-vehicle equipment the RECIPIENT acquires or modifies using STATE LOAN funds provided under this AGREEMENT. The RECIPIENT accepts the STATE's legal ownership of such PROJECT equipment throughout the period of the PROJECT and until the LOAN has been fully repaid by the RECIPIENT to the STATE.

SECTION VI
EMPLOYMENT AND INSPECTION OF WORK

The RECIPIENT shall employ all persons or contractors necessary to perform the PROJECT work and agrees to be responsible for the management, control, operation, construction, maintenance, and repairs that are essential to this PROJECT. The STATE may place an Engineer, Project Manager, and/or other inspection personnel on the work site during the term of this AGREEMENT to monitor progress of the PROJECT and/or to monitor adherence to the required provisions of this AGREEMENT. The RECIPIENT shall make the site accessible to STATE inspection personnel. This may include providing transportation to remote, inaccessible work sites, at the expense of the RECIPIENT.

The STATE will inspect progress at the work site, as it deems appropriate. In the event that the RECIPIENT subcontracts to obtain material, equipment, and/or any work necessary to complete any PROJECT related track work, the RECIPIENT will be responsible for certifying that all track work is in compliance with Federal Railroad Administration Track Standards.

Upon completion of the PROJECT, a joint inspection shall be made by the authorized representatives of each of the PARTIES to determine that the work has been completed within the terms of this AGREEMENT.

SECTION VII
TERM

This AGREEMENT shall become effective upon the date the last party signs the AGREEMENT. The AGREEMENT shall continue in full force for the useful life of the equipment and materials installed with STATE funds or until the loan and interest have been completely repaid to the STATE, whichever is longer. It is the expectation of the parties that the useful life of the materials is ten (10) years, and the loan shall be repaid over these ten (10) years. Accordingly, this AGREEMENT shall continue in full force and effect until June 30, 2024 .

SECTION VIII
OBLIGATIONS TO REPAY LOANED MONIES

At the STATE's sole option, the RECIPIENT shall immediately repay the full amount of any loans paid to the RECIPIENT up to that date, if any of the following events occur:

1. If the RECIPIENT does not complete the PROJECT tasks specified in EXHIBIT A by June 30, 2015 ;
2. Sale, conveyance or transfer of the RECIPIENT property underlying the PROJECT rail improvements within the loan re-payment period;
3. Any sale, conveyance, transfer, or removal of all or any of the PROJECT capital improvements or equipment purchased with the funds from this AGREEMENT within the loan re-payment period;

4. Any transfer, conveyance, or sale of all or any of the PROJECT capital improvements or equipment purchased with monies loaned under this AGREEMENT to any person or entity, public or private, that at any time subsequent to that transfer, conveyance, or sale removes the PROJECT rail improvements or equipment purchased with loaned monies from this AGREEMENT, or significant portions thereof, from operation within the loan re-payment period; and
5. Any abandonment or other liquidation by the RECIPIENT or its successor of the PROJECT capital improvements or equipment purchased with monies loaned under this AGREEMENT for any reason whatsoever within the loan re-payment period.

Any payment by the RECIPIENT to the STATE pursuant to this Section shall be payable in U.S. Funds and sent via certified mail to the STATE contact person identified in the NOTICES Section of this AGREEMENT not more than thirty (30) calendar days from receipt of written notice from the STATE that repayment is required.

SECTION IX
USE AND MAINTENANCE OF PROJECT CAPITAL IMPROVEMENTS AND OTHER EQUIPMENT PURCHASED WITH FUNDS FROM THIS AGREEMENT

The RECIPIENT agrees that PROJECT property, equipment, and supplies shall be used solely for the PROJECT activity for the duration of its useful life. Should the RECIPIENT unreasonably delay or fail to use PROJECT property, equipment, or supplies during its useful life, the RECIPIENT understands that the STATE may require the return of the entire amount of STATE assistance expended on that property, equipment, or supplies.

The RECIPIENT will give timely notice and receive prior written approval from the STATE for any proposal to use PROJECT property, equipment or supplies in a manner substantially different than set forth in this AGREEMENT.

The RECIPIENT shall make all necessary repairs and reasonably maintain the capital improvements and equipment purchased with the funds from this AGREEMENT so long as the STATE retains rights as specified in the SECTION X, CONTINGENT INTERESTS. The costs of service, materials, and repairs in connection with the use and operation of the PROJECT shall be at the RECIPIENT's expense.

SECTION X
CONTINGENT INTERESTS

The RECIPIENT agrees that the STATE retain a Contingent Interest in a form consistent with RCW 47.76.250(10) in the PROJECT's capital improvements and the equipment purchased with the funds from this AGREEMENT as described in EXHIBIT A, which binds the RECIPIENT, and its successor(s), to continue and maintain the PROJECT in an operating condition that is viable for use in rail line.

The STATE shall maintain its contingent interest until the RECIPIENT fully repays the loan. During this time the RECIPIENT may not (a) use the rail line, property or equipment purchased with funds from this AGREEMENT as collateral, (b) remove track, or associated elements for salvage, (c) perform any of the activities listed in Section VIII, or (d) use the PROJECT capital improvements or equipment in any manner subordinating the STATE's Contingent Interests without obtaining prior written permission from the STATE.

The requirement that the PROJECT capital improvements and equipment be maintained for rail service shall also be required of all subsequent purchasers, persons, or entities acquiring all, or a material portion of, the line upon which the PROJECT is constructed. The RECIPIENT shall be obligated to include in any contract of sale or other dispositional agreement for all, or any portion of, the PROJECT provisions sufficient to perpetuate the STATE's Contingent Interest to the PROJECT capital improvements and equipment upon the consummation of any such conveyance. The RECIPIENT further agrees that, as a precondition to the RECIPIENT's execution of any agreement to transfer ownership of all, or a material or equipment portion of, the line upon which the PROJECT is constructed to a subsequent purchaser, assignee, or recipient, the entire outstanding balance of the loaned monies will become immediately due and payable by the RECIPIENT.

The RECIPIENT shall execute and deliver to the STATE all agreements, instruments and documents that the STATE requests as necessary to perfect and maintain the STATE's contingent interests as set forth in this section, in a form and substance acceptable to the STATE, as a condition precedent to the RECIPIENT's right to seek loan monies under this AGREEMENT. The RECIPIENT shall make appropriate entries upon its financial statements and its books and records disclosing the STATE's contingent interests under this section.

SECTION XI
LOSS OR DAMAGE TO PROJECT EQUIPMENT

The RECIPIENT, at its own expense, shall cover any loss, theft, damage, or destruction of the PROJECT equipment. The RECIPIENT agrees that any loss, theft, damage, or destruction of the PROJECT equipment does not relieve the RECIPIENT of any obligations to repay STATE loan monies. If RECIPIENT does not replace or repair any PROJECT equipment that has been lost, stolen, damaged, or destroyed within sixty (60) calendar days of such, the RECIPIENT shall then be automatically in default and will be obligated to reimburse the STATE for the full amount of loan funds already paid to the RECIPIENT.

SECTION XII
MAINTENANCE OF RECORDS AND AUDIT REQUIREMENTS

During the progress of the work, and for a period of not less than six (6) years from the date of final payment to the STATE by the RECIPIENT, records and accounts of the RECIPIENT are to be kept available for inspection and audit by representatives of the STATE.

Copies of the records shall be furnished to the STATE upon request and shall be maintained in accordance with accepted job cost accounting procedures as established in 48 CFR § 31. All costs must be supported by actual invoices and canceled checks. The RECIPIENT agrees to comply with the audit requirements contained herein, and to impose the same requirement on any consultant, contractor, or subcontractor who may perform work funded by this AGREEMENT.

The records to be maintained by the RECIPIENT shall include, but are not limited to, the following:

(a) Records that identify the sources and applications of funds for this AGREEMENT and contain information pertaining to outlays;
(b) Supporting source documents;
(c) All documentation underlying the preparation of the financial reports;
(d) Any other records which are required following notification of an amendment to State of Washington or federal regulations which takes effect during the period in which costs are allowable; and
(e) Any other records necessary to disclose fully the amount and disposition of the funds provided to the RECIPIENT under this AGREEMENT and charged to the PROJECT, supported by documents evidencing in detail the nature and propriety of the charges, the total cost of each undertaking for which the assistance was given or used, the amount of the costs of the undertaking supplied by other sources, and other books, records, and documents needed for a full and complete verification of the RECIPIENT's responsibilities and all payments and charges under this AGREEMENT.

In the event that any litigation, claim or audit is initiated prior to the expiration of said six-year period, the records shall be retained until such litigation, claim, or audit involving the records is complete.

SECTION XIII
REPRESENTATIONS AND WARRANTIES

The following representations and warranties by the PARTIES hereto shall be considered conditions precedent to the effectiveness of this AGREEMENT.

The RECIPIENT represents and warrants the following:

(a) That it is a public corporation duly organized, validly existing and in good standing under the laws of the State of Washington;
(b) That the monies the RECIPIENT will derive through this AGREEMENT will be used solely for the PROJECT as defined in this AGREEMENT;
(c) That it has the full power and authority to enter into this AGREEMENT, and to carry out the obligations, which it has hereby undertaken;
(d) That all corporate and other proceedings required to be taken by or on the part of the RECIPIENT to authorize its entrance into this AGREEMENT, have been or will be duly taken;
(e) That execution of this AGREEMENT and the performance of the improvement hereunder will not violate any statute, rule, regulation, order, writ, injunction or decree of any Court, administrative agency or government body;
(f) It is the intent of the STATE to partially reimburse the RECIPIENT for its actual PROJECT costs. It is understood that if unforeseen circumstances cause the PROJECT cost to exceed the PROJECT estimate, the RECIPIENT shall complete the PROJECT and assume the entire cost overrun;
(g) That the RECIPIENT has not employed or retained any company or person to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, any fee, commission percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the STATE shall have the right to terminate this AGREEMENT without liability;
(h) That the RECIPIENT shall not engage on a full, part-time, or other basis, during the period of the AGREEMENT, any professional or technical personnel, to work on this AGREEMENT, who are, or have been, at any time during the period of the AGREEMENT in the employ of the STATE without written consent of the employer of such person; and
(i) That the RECIPIENT shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee, agent, or officer of the STATE nor will the RECIPIENT rent or purchase any equipment or materials from any employee or officer of the STATE.

SECTION XIV
TERMINATION FOR FAULT

Should either the STATE or the RECIPIENT substantially fail to perform their obligations under this AGREEMENT, and continue in such default for a period of sixty (60) calendar days, the PARTY not in default shall have the right at its option, after first giving thirty (30) calendar days written notice thereof by certified mail to the PARTY in default, and notwithstanding any waiver by the PARTY giving notice of any breach thereof, to terminate this AGREEMENT. The termination of this AGREEMENT shall not impair any other rights of the terminating PARTY under this AGREEMENT or any rights of action against the defaulting PARTY for the recovery of damages. For purposes of this provision, a substantial failure to perform on the part of the RECIPIENT shall be deemed to include, but shall not be limited to, any action of the RECIPIENT that jeopardizes its ability to perform pursuant to this AGREEMENT.

SECTION XV
ASSIGNMENT AND SUCCESSION

Neither the STATE nor the RECIPIENT may assign or in any manner transfer either in whole or in part this AGREEMENT or any right or privilege granted to it hereunder, nor permit any person or persons, company or companies to share in any such rights or privileges without the prior written consent of the other PARTY hereto, except as otherwise herein provided. Nothing in this AGREEMENT shall be construed to permit any other railway company or any other person, corporation, or association, directly or indirectly, to possess any right or privilege herein.

SECTION XVI
FORCE MAJEURE

It is further understood and agreed that neither the RECIPIENT nor the STATE, as the applicable case may be, shall be required to keep this AGREEMENT in effect during any period(s) it is prevented from doing so by governmental action, war, strikes, riots, terrorism, or civil commotion, or if the rail facilities or any portion thereof is made unserviceable by Acts of God including, but not limited to, floods, high water, or other damage by the elements.

SECTION XVII
NOTICES

Any notice, request, consent, demand, report, statement or submission which is required or permitted to be given pursuant to this AGREEMENT shall be in writing and shall be delivered personally to the respective PARTY set forth below, or if mailed, sent by certified United States mail, postage prepaid and return receipt required, to the respective PARTIES at the addresses set forth below, or to such other addresses as the PARTIES may from time to time advise by written notice to the other PARTY. The date of personal delivery or of execution of the return receipt in the case of delivery by certified U.S. mail, of any such notice, demand, request, or submission shall be presumed to be the date of delivery.

NOTICES IN THE CASE OF THE RECIPIENT:

Bill King, Deputy City Manager
City of Richland
975 George Washington Way
Richland, WA 99352

Should the above Registered Agent become unavailable, the RECIPIENT consents to allowing the legal notices to be sent to the Secretary of State of the State of Washington.

NOTICES IN THE CASE OF THE STATE:

Ron Pate, Director
WSDOT Rail Division
310 Maple Park Avenue SE
Olympia, WA 98504-7407

SECTION XVIII
INTERPRETATION

This AGREEMENT shall be construed liberally so as to secure to each PARTY hereto all of the rights, privileges, and benefits herein provided or manifestly intended. This AGREEMENT, and each and every provision hereof, is for the exclusive benefit of the PARTIES hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right of a third party to recover by way of damages or otherwise against the PARTIES hereto.

If any covenant or provision, or part thereof, of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, which in itself is valid, if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other provisions except as herein allowed.

All remedies provided in the AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively therewith.

Any forbearance of the PARTIES in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of that or any other right or remedy hereunder.

Each PARTY hereby agrees to immediately notify the other PARTY of any change in conditions or any other event, which may significantly affect the TERM of this AGREEMENT or the PARTY's ability to perform the PROJECT in accordance with the provisions of this AGREEMENT.

SECTION XIX
SUBCONTRACTING

It is understood that the RECIPIENT may choose to subcontract all or portions of the work. The RECIPIENT must obtain the STATE's advanced written approval of all subcontractors it shall employ on the PROJECT.

No contract between the RECIPIENT and its contractors and/or their subcontractors, and/or material suppliers shall create any obligation or liability of the STATE with regard to this AGREEMENT without the STATE's specific written consent to such obligation or liability notwithstanding any concurrence with, or approval of, the award, solicitation, execution, or performance of any contract or subcontract. The RECIPIENT hereby agrees to include the provisions of this AGREEMENT in all contracts entered into by the RECIPIENT for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

SECTION XX
LAWS TO BE OBSERVED

1. General Compliance. The RECIPIENT shall comply with all applicable federal, State, and local laws, rules, regulations, and orders pertaining to the PROJECT, including but not limited to 48 CFR Part 31 and 49 CFR Part 18. If any action or inaction by the RECIPIENT results in a fine, penalty, cost, or charge being imposed or assessed on or against the RECIPIENT and/or the STATE, the RECIPIENT shall assume and bear any such fine, penalty, cost, or charges. In the event the STATE, for any reason, is required to pay the same, the RECIPIENT, upon demand, shall promptly reimburse, indemnify, and hold harmless the STATE for or on account of such fine, penalty, cost or charge and shall also pay all expenses and attorney's fees incurred in defending any action that may be brought against the STATE on account thereof. The RECIPIENT shall, in the event of any such action and upon notice thereof from the STATE, defend any such action(s) free of cost, charge and expense to the STATE.
2. Permits and Compliance with land use and environmental laws. The RECIPIENT shall be responsible for obtaining all necessary permits from federal, state, and local agencies of government and compliance with land use and environmental regulations pertaining to the performance of work under this AGREEMENT.
3. Compliance with Social Laws. During the term of the AGREEMENT, the RECIPIENT and its contractors, subcontractors, and lessees shall comply with all applicable STATE and FEDERAL workmen's compensation, employer's liability and safety and other similar laws applicable to the RECIPIENT.
4. Equal Employment Opportunity. In connection with the execution of this AGREEMENT, the RECIPIENT or its Contractor shall not discriminate against any employee or applicant for employment because of race, creed, marital status, age, color, sex or national origin, or disability, except for a bona fide occupational qualification.

SECTION XXI
INDEPENDENT CONTRACTOR

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, lessees and the employees thereof, shall not in any manner be deemed the employees or agents of the STATE.

SECTION XXII
SAFETY AND LIABILITIES

1. Safety. The RECIPIENT shall do all things necessary and proper for the safe operation of the PROJECT and shall comply with all regulations prescribed by law or any public authority with respect thereto for the safety of the public or otherwise.
2. Personal Liability of Public Officers. No officer or employee of the STATE or RECIPIENT shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of the STATE or RECIPIENT.
3. Responsibility for Damage. The STATE, Transportation Commission, Secretary of Transportation, and all officers and employees of the STATE including, but not limited to, those of the Department of Transportation shall not be responsible in any manner for: any loss or damage to the work or any part thereof; for any loss of material or damage to any of the materials or other things used or employed in the performance of the work; for any injury to or death of any persons, either workers or the public, or for damage to the public for any cause due to the intentional acts or negligence of the RECIPIENT or its workers, or anyone employed by it.
4. Indemnification. The RECIPIENT shall indemnify and hold the STATE and all its officers and employees harmless from, and shall process and defend at its own expense all claims, demands, or suits at law or equity arising out of this AGREEMENT caused by the performance or failure to perform by the RECIPIENT, its agents, employees and/or its subcontractors of any and all duties prescribed by, or incidental to its performance under, this AGREEMENT; provided that nothing herein shall require the RECIPIENT to indemnify or hold the STATE harmless against claims, demands, or suits based solely upon the negligent conduct of the STATE, its officers or employees; and provided further that if the claims, demands or suit is caused by or results from the concurrent negligence of (a) the RECIPIENT 's agents or employees and (b) the STATE's agents or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision with respect to claims or suits based upon such negligence shall be valid and enforceable only to the extent of the RECIPIENT's negligence or the negligence of the RECIPIENT's agents or employees.

The RECIPIENT agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing construction and/or maintenance for the PROJECT. For this purpose, the RECIPIENT, by mutual negotiation, hereby waives with respect to the STATE only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

This indemnification and waiver shall survive the termination of this AGREEMENT.

SECTION XXIII
NO WAIVER OF STATE'S RIGHTS

The STATE shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore from showing the true amount and character of the work performed and materials furnished, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the AGREEMENT. Neither the granting of an extension of time nor acceptance of and/or payment for, the whole or any part of the work by the STATE shall bar the STATE from seeking recovery of damages or any money wrongfully or erroneously paid to the RECIPIENT. A waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.

SECTION XXIV
VENUE

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 Thurston County. The PARTIES also agree that each PARTY shall be responsible for its own attorney's fees and other legal costs.

SECTION XXV
DISPUTES RESOLUTION

In the event that a dispute arises under this AGREEMENT which cannot be resolved between the PARTIES, the dispute shall be settled in the following manner: Each PARTY to this AGREEMENT shall appoint a member to a dispute board. The members so appointed shall jointly appoint a third member who is not employed by or affiliated in any way with the two PARTIES to this AGREEMENT. The dispute board shall evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the PARTIES hereto. The PARTIES agree to each be responsible for its own costs and further agree to equally share the cost of the third member of the dispute board.

SECTION XXVI
COMPLETE AGREEMENT

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

SECTION XXVII
EXECUTION OF ACCEPTANCE

The PARTIES accepts all statements, representations, warranties, covenants, and EXHIBITS to this AGREEMENT.

SECTION XXVIII
AMENDMENT

Either PARTY may request changes in these provisions. Such changes that are mutually agreed upon shall be incorporated as written amendments to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto prior to beginning or continuing any work to be covered by the amendment.

SECTION XXIX
COUNTERPARTS

This AGREEMENT may be executed in two counterparts, each of which shall be deemed to be an original having identical legal effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the date signed last by the PARTIES below.

STATE OF WASHINGTON
Department of Transportation
By: Ron Pate Date: 3/28/14
Ron Pate, Director
WSDOT Rail Division

City of Richland
By: William King Date: 3/20/14
Printed Name: Bill King

City of Richland
By: C. Johnson Date: 3-20-14
Printed Name: Cynthia D Johnson

City of Richland, City Clerk
By: Marcia Hopkins Date: 3-24-14
Printed Name: MARCIA HOPKINS

Approved as to form:

By: /s/ Scott Lockwood Date: October 11, 2013
Scott Lockwood
Assistant Attorney General
State of Washington

Any modification, change or revision to this AGREEMENT requires the further approval as to form by the Office of the Attorney General.

EXHIBIT A
SCOPE OF WORK

Containing
PROJECT DESCRIPTION
SCHEDULE
COST ESTIMATE

PROJECT Description

Construct an approximate 2,850-foot rail siding

Schedule

Complete Project Definition	July, 2013
Complete PS&E	March, 2014
Award Construction Contract	June, 2014
Start Construction	June, 2014
Construction Complete	October, 2014

Cost Estimate

Total project: $888,500
- PE: $64,000
- Environmental Clearances: $12,000
- CN: $812,500

Award: $396,000 loan ($400,000 less $4,000 administration fee)
Local match: $492,000 (55%)

EXHIBIT B

WSDOT ACCOUNTING MANUAL CHAPTER 10
TRAVEL RULES AND PROCEDURES

Online access available at:

http://www.wsdot.wa.gov/NR/rdonlyres/95D3F802-2333-46C2-A656-8287CC05F5F6/37951/QuickReferenceGuide.pdf

CURRENT TRAVEL REIMBURSEMENT INFORMATION

Per Diem Rates as of October 2013, are available online at:

http://www.ofm.wa.gov/resources/travel/colormap.pdf

Please review the Office of Financial Management Website for periodic updates to these rates http://www.ofm.wa.gov/.

EXHIBIT C
REPAYMENT SCHEDULE

Payments are based on a LOAN amount of $400,000 for 10 years

Principle = $400,000 No. of Payments = 10
First Payment Due = July 1, 2016

No	Payment Date	Beginning Balance	Yearly Payment	Ending Balance
1	7/1/2016	$400,000.00	$40,000.00	$360,000.00
2	7/1/2017	$360,000.00	$40,000.00	$320,000.00
3	7/1/2018	$320,000.00	$40,000.00	$280,000.00
4	7/1/2019	$280,000.00	$40,000.00	$240,000.00
5	7/1/2020	$240,000.00	$40,000.00	$200,000.00
6	7/1/2021	$200,000.00	$40,000.00	$160,000.00
7	7/1/2022	$160,000.00	$40,000.00	$120,000.00
8	7/1/2023	$120,000.00	$40,000.00	$80,000.00
9	7/1/2024	$80,000.00	$40,000.00	$40,000.00
10	7/1/2025	$40,000.00	$40,000.00	$0.00

RESOLUTION NO. 35-16

A RESOLUTION of the City of Richland authorizing execution of Amendment No. 1 to Standard Loan Agreement with the Washington State Department of Transportation (Contract No. 68-14).

WHEREAS, on March 28, 2014, the Richland City Council authorized execution of a Standard Loan Agreement with the Washington State Department of Transportation (Contract No. 68-14) to help fund the City's construction of the Rail Loop in the Horn Rapids Industrial Park; and

WHEREAS, the City of Richland and the Washington State Department of Transportation are authorized by Section XXVIII, "Amendment," to amend the terms and conditions of the original Agreement; and

WHEREAS, the Scope of Work for the construction of the Rail Loop as described in Exhibit A of the Agreement has been completed, and all invoices submitted to the Washington State Department of Transportation indicate a difference in actual costs from the original cost estimates cited in the Agreement; and

WHEREAS, the City of Richland and the Washington State Department of Transportation desire to amend the loan payment schedule to match the actual charges made against the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute Amendment No. 1 to the Standard Loan Agreement with the Washington State Department of Transportation (Contract No. 68-14).

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 16th day of February, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/16/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 38-16, Authorizing a Contract with RGW Enterprises for Engineering and Project Management Services

Department:	Ordinance/Resolution Number:	Document Type:
Community & Development Services	38-16	Contract/Agreement/Lease

Recommended Motion:

Adopt Resolution No. 38-16, authorizing the City Manager to sign and execute an agreement with RGW Enterprises for Engineering and Project Management services.

Summary:

Roger Wright, RGW Enterprises, has provided engineering, planning and economic development services for the City for more than ten years. In the absence of an Economic Development Manager position since December 2013, Mr. Wright's services have been instrumental in advancing a number of key projects, including Preferred Freezer, Central Washington Corn Processor's Rail Loop track, SiSteel steel fabrication facility, and many others.

The City anticipates continued utilization of RGW Enterprises' assistance for a number of additional projects in the Horn Rapids Industrial Park and other economic centers and key development areas throughout the City. Furthermore, the services provided will also offer background and expertise to the incoming Economic Development Manager.

Fiscal Impact: The total cost of the proposed contract will not exceed $80,000. The 2016 Industrial Development Fund anticipated the expense and has budgeted accordingly.

Attachments:

1. Resolution No. 38-16
2. Proposed Professional Services Agreement
3. Scope of Work
4. RGW Enterprises - Hourly Rates

RESOLUTION NO. 38-16

A RESOLUTION of the City of Richland authorizing the execution of an agreement with RGW Enterprises to provide project management and economic development services to the City or Richland.

WHEREAS, the City of Richland is actively involved with the development and sale of industrial and commercial properties, and requires consultant support to execute these activities; and

WHEREAS, RGW Enterprises has worked in the past with the City of Richland on projects located in Horn Rapids and various economic and business centers throughout the city, and is familiar with the project history and transactions of these areas; and

WHEREAS, RGW Enterprises is an authorized sole source vendor for the City of Richland for this type of work; and

WHEREAS, RGW Enterprises has consistently performed well as project manager for Horn Rapids development for the City of Richland in the absence of an Economic Development Manager; and

WHEREAS, the funding necessary for payment of this contract had been budgeted in the 2016 Industrial Development Fund for Expert Services; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland hereby authorizes the City Manager to sign and execute an agreement with RGW Enterprises to provide project management and economic development services to 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 a regular meeting on the 16th day of February, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST: APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Richland
Washington

AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this _____ day of __________ , 2016 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and RGW Enterprises, PC, 3250 Port of Benton Blvd., Richland, Washington (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK

a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide engineering, planning and economic development assistance for the Economic Development Office on an "on-call" basis.

b) The following exhibit(s) are attached hereto and made a part of this Agreement:

(i) Exhibit A: Scope of Work

c) This Agreement consists of this Agreement, the above referenced Exhibit(s) and other documents listed below. These form the entire Agreement between the parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:

(i) City of Richland Agreement No. _______
(ii) Exhibit A: Scope of Work

2) GENERAL REQUIREMENTS

a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Richland representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.

b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2016.

4) PAYMENT

a) For services rendered under this Agreement, the City shall pay the Consultant an amount not to exceed eighty thousand dollars and no cents ($80,000.00). Payment shall be made on a “time and materials” basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A: Scope of Work.

b) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.

c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.

d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.

e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.

f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers’ Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Consultant.

6) OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement shall become the property of the City upon payment to the Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

7) TERMINATION

a) This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event this Agreement is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.

b) If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

8) AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

a) As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.

b) Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within 30 days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay $.10 per page. Payment for paper copies shall be rendered to Consultant within 20 days of receipt.

c) All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at its sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.

d) Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9) DISPUTE RESOLUTION

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

b) All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolved by legal action.

10) DEBARMENT CERTIFICATION

The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:
www.sam.gov and
http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp

11) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12) ATTORNEY'S FEES

The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13) INSURANCE

The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

   1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

   2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

   3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

   4. Professional Liability insurance appropriate to the Consultant's profession.

c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

   1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

   2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

   3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

d) Other Insurance Provisions. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited, to the additional insured endorsement.

g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.

h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

14) INDEMNIFICATION / HOLD HARMLESS

a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15) STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

16) SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

17) NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
2700 Duportail Street, Bldg. 200
PO Box 190, M/S #11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Roger G. Wright
RGW Enterprises, PC
3250 Port of Benton Blvd.
Richland, Washington 99352
Email: roger@rgwenterprises.com
Phone: (509) 375-3565
Fax: (509) 375-3566

18) EQUAL OPPORTUNITY AGREEMENT

The Consultant agrees that s/he will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

19) PARTIAL INVALIDITY

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

20) AMENDMENTS

All amendments must be in writing and be approved and signed by both parties.

21) CHANGE IN LAW

The parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) days following written notice by either party to the other party of such adverse change in law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible. If, despite good faith attempts, the parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Agreement may be terminated by either party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.

22) CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

23) CHANGES OF WORK

a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement.

b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

24) EXTRA WORK

The City may desire to have the Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

(Signature page to follow)

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

CITY OF RICHLAND, WASHINGTON

____
CYNTHIA D. REENTS, ICMA-CM
City Manager

ATTEST:

____
MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

____
HEATHER D. KINTZLEY
City Attorney

CONSULTANT

____
Signature

____
Printed Name & Title

____

____
Address

Phone: __________________________

Email: ___________________________

Fax: ____________________________

EXHIBIT A: Detailed Scope of Work

See attached Table of 2016 Proposed Work and Hourly Rates Schedule

RGW Enterprises, PC
City of Richland – Economic Development
2016 Proposed Work
January 2016

Project Name	Project Description	2016 RGW tasks	Schedule
Chill Build – Preferred Freezer	Sale of property and construction of an agricultural products commercial freezer	Assist with coordination of utilities, i.e. final irrigation and electrical modifications. Tour of public officials.	1st Quarter 2016
Central Washington Corn Processors (CWCP)	Sale of property and construction of a rail loop and associated off-loading infrastructure and buildings	Continued coordination of rail loop final construction. Including completion of Wetland mitigation, coordination of leasehold payments, additional building construction, and marketing additional rail traffic. Work with CWCP on possible expansion of Loop Track including development of interior loop. Monitoring of CWCP lease including insurance and performance requirements. .	All of 2016.
SI Steel – Shadow Mountain Industrial	Sale of property, construction of road and utilities, and development of site including 240,000 sf concrete tilt up steel plant	Assist with permitting of buildings and extension of utilities. Coordinate installation of railroad track turnout required by land sale. Coordination of design and construction of interior roadway as required by land sale.	All of 2016.
Horn Rapids Industrial Park Master Plan	Revision to Master Plan including roads and utilities, public comment	Coordination of consultant to update master plan and preparation of SEPA checklist.	Should be complete in 2nd Quarter 2016.

	process and submission of SEPA checklist	Re-dedication of railroad and Logston rights of way Creation of parcels, clean up the remaining remnant parcels into sale ready parcels.	
Horn Rapids Business Center	Sale and development of lots	Coordination of utilities and other infrastructure to lots being sold in HRBC. Creation of lots for newly developed lots. Preliminary design of relocated road through the Business Center west of Logston. Preparation and marketing of Commercial Lots west of Logston	Ongoing
Horn Rapids Commercial Property	Development of land and lots	Master plan of HR Commercial Property adjacent to Kingsgate is in draft stage. Propose designing and constructing first ~400 ft of roadway and sale of lots, or market parcel for developer construction of improvements at reduced sale price.	Ongoing
LRF Funding	Remaining LRF funds to be spent on infrastructure, reporting of results required.	Coordination of design for remaining roadways. Currently working on the design of Road B (Logan) and Road C (ARP driveway) Remaining Broadband construction	Completion of all projects will likely take all of 2016.
Tiegs Lease	Tiegs leases approximately 900 acres of City farm parcels in Horn Rapids	Ongoing coordination of lease and irrigable ground, annual review and approval of crop planting and preparation of costs for lease. Provide wet acres to Public Works annually. Miscellaneous requests	Ongoing
Horn Rapids Residential	Development of parcels by Northstone	Creation of parcels annually, general coordination of development on demand.	Ongoing

		Monitoring of development agreements between Northstone and City, including completion of second sewer service and road access, development of remaining phases.	
DOE Land Transfer	Transfer of 1,641 acres from DOE to City and POB	Coordination of Master Planning of City parcel and coordination with the Port of Benton on this work.	2016-2017
Project Domino	Retention and development of additional manufacturing project	Work with company proposing expansion in North Richland.	2016
Steptoe Commercial Development	Tapteal Properties Commercial Property	Assist with marketing and development of this 29 acre site on Steptoe. Assist Grant Young with marketing of site.	2016
General Engineering		General engineering requests on call	

rgw ENTERPRISES, PC

Engineering | Planning | Development

January 2016

RGW Enterprises, PC – City of Richland General Engineering
Hourly Rates - 2016

General Engineering Services – On call assistance as directed by the City's Economic Development Office. See attached scope of work for projects in 2016.

Principal Engineer	$100/hr
Project Manager	$70/hr
Drafting Services	$65/hr
Expenses	at cost plus 10%
Mileage	at IRS rates (currently $0.54 per mile) For projects more than 15 miles from office

Roger G. Wright

RGW Enterprises, PC
Roger G. Wright, P.E.

EIN 20-0212375

RGW Enterprises, PC | 3250 Port of Benton Blvd Richland, WA 99354 | PH 509.375.3565 | FAX 509.375.3566

RGW Enterprises, PC
City of Richland – Economic Development
2016 Proposed Work
January 2016

Project Name	Project Description	2016 RGW tasks	Schedule
Chill Build – Preferred Freezer	Sale of property and construction of an agricultural products commercial freezer	Assist with coordination of utilities, i.e. final irrigation and electrical modifications. Tour of public officials.	1st Quarter 2016
Central Washington Corn Processors (CWCP)	Sale of property and construction of a rail loop and associated off-loading infrastructure and buildings	Continued coordination of rail loop final construction. Including completion of Wetland mitigation, coordination of leasehold payments, additional building construction, and marketing additional rail traffic. Work with CWCP on possible expansion of Loop Track including development of interior loop. Monitoring of CWCP lease including insurance and performance requirements. .	All of 2016.
SI Steel – Shadow Mountain Industrial	Sale of property, construction of road and utilities, and development of site including 240,000 sf concrete tilt up steel plant	Assist with permitting of buildings and extension of utilities. Coordinate installation of railroad track turnout required by land sale. Coordination of design and construction of interior roadway as required by land sale.	All of 2016.
Horn Rapids Industrial Park Master Plan	Revision to Master Plan including roads and utilities, public comment	Coordination of consultant to update master plan and preparation of SEPA checklist.	Should be complete in 2nd Quarter 2016.

	process and submission of SEPA checklist	Re-dedication of railroad and Logston rights of way Creation of parcels, clean up the remaining remnant parcels into sale ready parcels.	
Horn Rapids Business Center	Sale and development of lots	Coordination of utilities and other infrastructure to lots being sold in HRBC. Creation of lots for newly developed lots. Preliminary design of relocated road through the Business Center west of Logston. Preparation and marketing of Commercial Lots west of Logston	Ongoing
Horn Rapids Commercial Property	Development of land and lots	Master plan of HR Commercial Property adjacent to Kingsgate is in draft stage. Propose designing and constructing first ~400 ft of roadway and sale of lots, or market parcel for developer construction of improvements at reduced sale price.	Ongoing
LRF Funding	Remaining LRF funds to be spent on infrastructure, reporting of results required.	Coordination of design for remaining roadways. Currently working on the design of Road B (Logan) and Road C (ARP driveway) Remaining Broadband construction	Completion of all projects will likely take all of 2016.
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Horn Rapids Residential	Development of parcels by Northstone	Creation of parcels annually, general coordination of development on demand.	Ongoing

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RGW ENTERPRISES, PC

Engineering | Planning | Development

January 2016

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EIN 20-0212375

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/16/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:
Resolution No. 40-16, Setting Pubic Hearing Date for Vacation of a Portion of Wellhouse Loop

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	40-16	Resolution

Recommended Motion:
Approve Resolution 40-16 setting March 15, 2016 as the date for a public hearing on the proposed vacation of a portion of Wellhouse Loop.

Summary:

The Duportail Street Extension project will establish a new street segment between Wellsian Way and Thayer Drive, a portion of which will lie on the current alignment of the north end of Wellhouse Loop. This project is a component of the larger Duportail - Stevens corridor strategy.

The designed alignment for the Duportail Extension modifies the north end of Wellhouse Loop in such a way that portions of the current right-of-way will no longer be used for a public street. These unused portions of street right-of-way may contribute more value to the City in private ownership than as retained excess right-of-way. These same portions also are adjacent to properties from which right-of-way is required for completion of the project. Staff have begun acquiring parcels needed to assemble the right-of-way for the project, and it is timely to consider vacating unneeded right-of-way while these other property transactions are in progress.

Staff is proposing to vacate two sections of Wellhouse Loop right-of-way as described in the attached exhibits. Ownership of adjacent properties lies with the Richland School District, Dave and Monika Rose, and David and Ofelia Bowls. Staff has acquired appraisals establishing the fair market value of the proposed vacated properties. Council direction is needed to determine if fair market value compensation should be a condition of the vacation action.

The proposed resolution sets March 15, 2016 as the date for the required public hearing. Required advertisements and postings will occur to support that date.

Fiscal Impact:
No

Attachments:
1. Resolution No. 40-16 - Wellhouse Loop Vacation
2. Exhibit - Wellhouse Loop Vacation - RSD
3. Exhibit - Wellhouse Loop Vacation - Rose and Bowls

RESOLUTION NO. 40-16

A RESOLUTION of the City of Richland setting a public hearing date to receive public comments on the proposed vacation of a portion of Wellhouse Loop.

WHEREAS, the City has begun efforts to extend Duportail Street between Thayer Drive and Wellsian Way; and

WHEREAS, right-of-way plans have been developed to establish the new Duportail Street right-of-way; and

WHEREAS, a result of the Duportail Street Extension project is that portions of Wellhouse Loop are no longer needed or viable for public streets; and

WHEREAS, the City desires to vacate said portions of this street pursuant to Chapter 35.79 of the Revised Code of Washington; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that a public hearing date is hereby set for March 15, 2016 at the City Council meeting in the Council Chamber, Richland, Washington, at 7:30 p.m. to receive public comments regarding the vacation of a portion of Wellhouse Loop.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 16th day of February, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

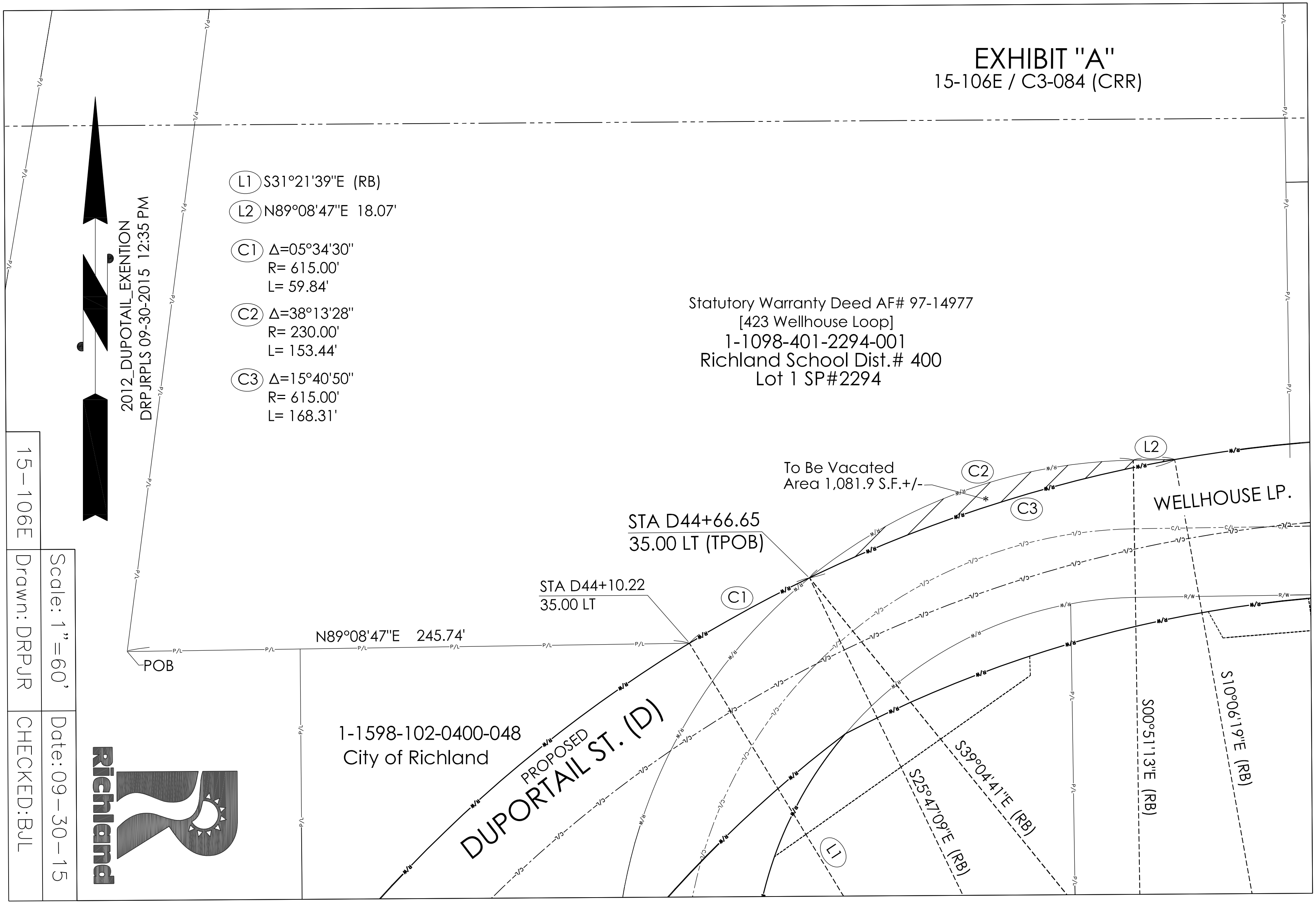
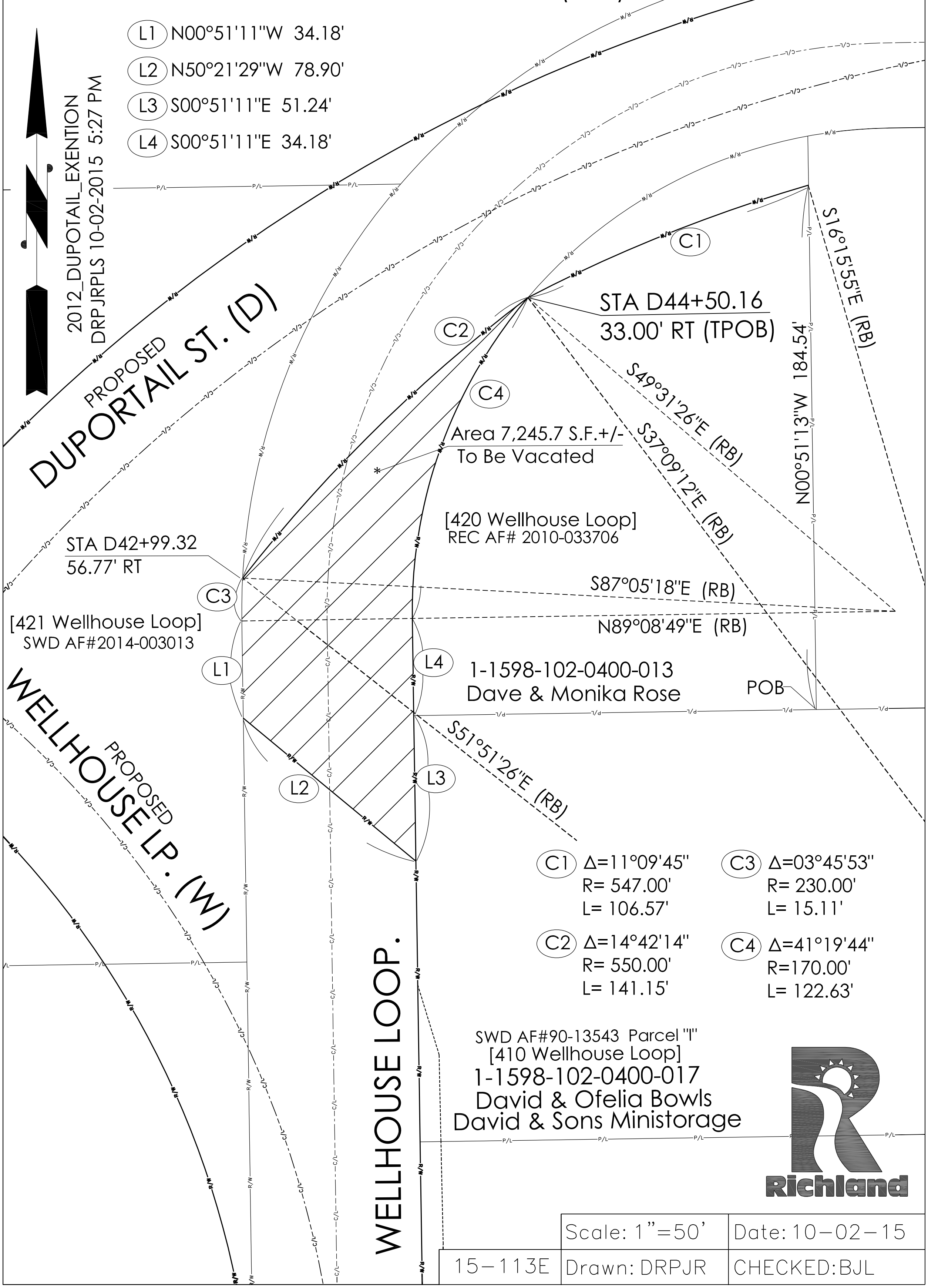


EXHIBIT "A"
15-106E / C3-084 (CRR)
L1 S31°21'39"E (RB)
L2 N89°08'47"E 18.07'
C1 Δ=05°34'30" R= 615.00' L= 59.84'
C2 Δ=38°13'28" R= 230.00' L= 153.44'
C3 Δ=15°40'50" R= 615.00' L= 168.31'
Statutory Warranty Deed AF# 97-14977
[423 Wellhouse Loop]
1-1098-401-2294-001
Richland School Dist.# 400
Lot 1 SP#2294
To Be Vacated
Area 1,081.9 S.F.+/-
STA D44+66.65
35.00 LT (TPOB)
STA D44+10.22
35.00 LT
N89°08'47"E 245.74'
POB
WELLHOUSE LP.
PROPOSED
DUPORTAIL ST. (D)
1-1598-102-0400-048
City of Richland
S25°47'09"E (RB)
S39°04'41"E (RB)
S00°51'13"E (RB)
S10°06'19"E (RB)
2012_DUPOTAIL_EXENTION
DRPJRPLS 09-30-2015 12:35 PM
15-106E
Scale: 1"=60'
Date: 09-30-15
Drawn: DRPJR
CHECKED:BJL
Richland

EXHIBIT "A"

15-113E / C3-084 (CRR)



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/16/2016

Agenda Category: Expenditures - Approval

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Expenditures from January 25, 2016 - February 5, 2016 for $3,773,258.40 including Check Nos. 230935-231254, Wire Nos. 6087-6093, Payroll Check Nos. 101269-102264, and Payroll Wire/ACH Nos. 9309-9322

Department:
Administrative Services

Ordinance/Resolution Number:

Document Type:
Expenditures

Recommended Motion:
Approve the expenditures from January 25, 2016, to February 5, 2016 in the amount of $3,773,258.40.

Summary:
Breakdown of Expenditures:

Check Nos.	230935-231254	1,187,895.30
Wire Nos.	6087-6093	448,302.50
Payroll Check Nos.	101269-102264	22,653.87
Payroll Wires/ACH	9309-9322	2,114,406.73
TOTAL		$3,773,258.40

Fiscal Impact:
Yes

Total Disbursements: $3,773,258.40.

Attachments:
1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
JANUARY 25, 2016 - FEBRUARY 5, 2016

Payee	Wire Description		Amount
Claim Wires - Wire No. 6087 to 6093			
AW Rehn Insurance	Fire Health Reimbursement Account		20,437.50
Conover	Section 125		8,639.61
LEOFF Trust	Fire Health Premiums		70,366.83
Payment Processing, Inc.	Landfill Merchant Service Fees		611.09
Richland Public Facilities District	Transfer to PFD Operating Acct		50,000.00
Zenith Administrators/Matrix/Sedgwick	Insurance Claims		298,247.47
	Total Claim Wire Transfers	$	448,302.50
Payroll Wires & Direct Deposits (ACH) - Wire No. 9309 to 9322			
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	$	2,114,406.73
Total Claim & Payroll Wires/ACH		**$**	**2,562,709.23**

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

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
WA STATE DEPARTMENT OF REVENUE		REFUND BNG #8	231218	REFUND OF BROKERED NATURAL GAS	$10,000.00
WASHINGTON STATE TREASURER		2015 FORFEIT	231033	ANNUAL FORFEITED PROPERTY 2015	$4,380.10
				UNASSIGNED TOTAL****	**$14,380.10**
Division: 001 CITY COUNCIL					
ASSOCIATION OF WASHINGTON CITIES		2016 DUES	230941	AWC 2016 MEMBERSHIP DUES	$36,807.00
				CITY COUNCIL TOTAL****	**$36,807.00**
Division: 100 CITY MANAGER					
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$49.14
				CITY MANAGER TOTAL****	**$49.14**
Division: 101 CITY CLERK					
CODE PUBLISHING INC		51821	231117	RMC SUPPLEMENT UPDATE 15	$265.53
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$32.01
				CITY CLERK TOTAL****	**$297.54**
Division: 102 CITY ATTORNEY					
BELL BROWN & RIO PLLC		721	231058	PROSECUTION SRVCS-JANUARY	$21,667.70
KINTZLEY, HEATHER		16-013 KINTZLEY	230994	16-013 WCIA FULL BOARD MTG	$56.00
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$50.93
				CITY ATTORNEY TOTAL****	**$21,774.63**
Division: 110 ASSISTANT CITY MANAGER					
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$33.44
				ASSISTANT CITY MANAGER TOTAL****	**$33.44**
Division: 111 COMMUNICATIONS & MARKETING					
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$0.27
				PHONE CHARGES 1/23-2/22/16	$12.28
				PHONE CHARGES 1/23-2/22/16	$12.41
				COMMUNICATIONS & MARKETING TOTAL****	**$24.96**
Division: 112 CABLE COMMUNICATIONS					
VECTOR BROADCAST LLC	S016713	3905	231028	QUARTERLY MAINTENANCE FOR CABL	$1,867.29
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$13.63
				CABLE COMMUNICATIONS TOTAL****	**$1,880.92**
Division: 113 HANFORD COMMUNITIES					
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$8.90
				HANFORD COMMUNITIES TOTAL****	**$8.90**
Division: 120 FIRE					
AUSTIN, STEVE		012816 AUSTIN	231090	NFA LEADERSHIP II	$95.36
BOWEN, NOAH		16 CLASS A REIMB	231233	2016 CLASS A UNIFORM REIMB 50%	$337.75

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DAWSON, JENNIFER		16 CLASS A REIMB	231236	2016 CLASS A UNIFORM REIMB 50%	$337.75
FRONTIER		01/16 2530045365	231147	SILVER CLOUD PHONE LINE	$66.64
HARRINGTON'S TROPHIES		74993	231150	NAME TAG/PLATE-JOHNSON	$62.45
JT AUTOMOTIVE PARTS INC DBA		347030	231160	D EARTH ABSORBENT	$87.42
		349994		D EARTH ABSORBENT	$52.45
		350392		CLIP LIGHTS E1711 VEH 5033	$3.70
MARROQUIN, RAUL		16 CLASS A REIMB	231243	2016 CLASS A UNIFORM REIMB 50%	$250.65
NATIONAL FIRE PROTECTION ASSN		6567962X	231179	CODES ON LINE 2016 RENEWAL	$1,450.00
SABIN, ANDREW		16 CLASS A REIMB	231248	2016 CLASS A UNIFORM REIMB 50%	$337.75
STOVALL, JAMES			231249	2016 CLASS A UNIFORM REIMB 50%	$233.88
WALLACE, ZACHARY			231252	2016 CLASS A UNIFORM REIMB 50%	$291.76
WALLING, JON			231253	2016 CLASS A UNIFORM REIMB 50%	$337.75
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$180.61
				FIRE TOTAL****	**$4,125.92**
Division: 130 POLICE					
BENSON, ROBERT		16-009 BENSON	230943	16-009 CHIP OFF/J TAG CLASS	$112.00
CENTRAL LAKE ARMOR EXPRESS INC	P055979	0083164-IN	230952	HALO IIIA VEST PACKAGE(2 PANEL	$746.08
CITY OF KENNEWICK		012083	231112	BIPIN COMP SUPPORT MNT-1ST QTR	$10,959.25
ERICKSON ORCHARDS INC		02/16-00064	230972	MONTHLY STORAGE 15-18349 FEB	$65.00
FRONTIER	S016752	01/16 2061882614	231146	TELEPHONE CHARGE 1/19/16-2/18/	$64.30
	S016712	01/16 2530035792	230978	TELEPHONE CHARGES 1/7/16-2/6/1	$636.63
INTERNATIONAL ASSN OF CHIEFS OF POLICE		1001179837	231156	2016 IACP DUES-COBB	$150.00
		1001180920		2016 IACP DUES-SKINNER	$150.00
		1001188066		2016 IACP DUES-J TAYLOR	$150.00
		1001195965		2016 IACP DUES-SMITH	$150.00
KENNEWICK EMERGENCY PHYSICIANS PS		FINFO00033308	231164	MED RELEASE 14-14795 FINGER	$286.00
MATHENY, RODNEY C		16-020 MATHENY	231172	16-020 CJTC ACADEMY PAT	$29.00
RIVER CITY TOWING INC		14502	231194	TOW CHARGE	$48.87
		14507		TOW CHARGE	$48.87
		14508		TOW CHARGE/IMMEDIATE RESPONSE	$292.68
TREASURE VALLEY COFFEE CO		105185	231210	RPD COFFEE DELIVERY	$201.44
UNITED UNIFORM CO INC	S016591	326761	231215	PROTECH INTRUDER G2 LED SHIELD	$2,280.60
WASHINGTON ASN OF SHERIFFS & POLICE CHIEFS		DUES 2016-00339	231220	2016 WASPC DUES-SKINNER	$365.00
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$303.95
				PHONE CHARGES 1/23-2/22/16	$6.77
				POLICE TOTAL****	**$17,046.44**
Division: 210 ADMINISTRATIVE SERVICES					
US LINEN & UNIFORM DBA		158953	231216	COR LANYARDS	$209.06
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$19.84
				ADMINISTRATIVE SERVICES TOTAL****	**$228.90**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 211 FINANCE					
POSTMASTER		PERMIT 153-01/22	231008	POSTAGE 01/08-01/22/16	$7,562.35
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$131.62
				PHONE CHARGES 1/23-2/22/16	$0.22
				PHONE CHARGES 1/23-2/22/16	$75.40
				FINANCE TOTAL****	**$7,769.59**
Division: 212 PURCHASING					
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$43.04
				PHONE CHARGES 1/23-2/22/16	$59.09
				PURCHASING TOTAL****	**$102.13**
Division: 213 INFORMATION TECHNOLOGY					
APOLLO SHEET METAL INC	P055753	156604	231088	GOVERNAIR RTU-WEST CONDENSER F	$2,076.43
	P055753			FREIGHT	$149.33
	P055753			TAX ADJUSTMENT	($0.01)
BOARDSYNC INC	P056144	1037	230947	Agenda Management System 2016	$5,988.00
BUILDERS HARDWARE & SUPPLY CO INC	P055741	S3432185-002	231103	VANDERBILT VRINX READER INTERF	$1,971.18
CERIUM NETWORKS INC	P056110	051092	230954	ENGINEER REMOTE SYS PROGRAMMIN	$173.76
DLT SOLUTIONS LLC	P056066	SI311596	231132	Autodesk AutoCAD Map 3D Part N	$794.73
	P056066			Autodesk AutoCAD Map 3D Part N	$1,589.47
MICROFLEX INC	P056075	00022182	231000	Annual Online Service fee 1/1/	$1,303.20
MSDS ONLINE INC	P056111	133085	231002	MSDS ONLINE HQACCOUNT RNWL- IN	$2,048.00
SWAGIT PRODUCTIONS LLC	P056130	6688	231015	VIDEO STREAMING SERVICES, 1/20	$6,468.00
TELE WORKS INC	P056068	8550	231017	Hosted Infinity.Teleconnect An	$23,794.00
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$247.82
ZAYO GROUP HOLDINGS INC DBA	P056100	01/2016-008113	231040	INTERNET SERVICES CHARGES PAID	$859.44
				INFORMATION TECHNOLOGY TOTAL****	**$47,463.35**
Division: 220 HUMAN RESOURCES					
BI STATE OCCUPATIONAL SAFETY & HEALTH		2077-B	230946	DOT EXAMS/UA'S/INFLUENZA	$480.00
				DOT EXAMS/UA'S/INFLUENZA	$735.00
		2173-B		DOT EXAM/UA'S/MEDICAL	$130.00
				DOT EXAM/UA'S/MEDICAL	$448.00
CITY VIEW MINI STORAGE		2016-UNIT 14	230959	STORAGE UNIT FEE 1/1-12/31/16	$1,100.00
JUBB, ALLISON		012916	231163	INTERVIEW LUNCH-HR GENERALIST	$22.08
		012916 BOXES		OFFICE SUPP/BOXES FOR RECORDS	$80.32
		012916 RETIREMENT		SUPPLIES FOR KUHLMAN RETIREMEN	$40.88
REHN & ASSOCIATES INC		756489-2016	231191	HRA PLAN RENEWAL 1/1-12/31/16	$250.00
WASHINGTON CITIES INSURANCE AUTHORITY		RI-101	231221	HARASSMENT TRAINING DVDS	$100.00
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$71.32
				HUMAN RESOURCES TOTAL****	**$3,457.60**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 300 COMMUNITY &DEVELOPMENT SERVICE					
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$20.09
				COMMUNITY &DEVELOPMENT SERVICE TOTAL****	**$20.09**
Division: 301 DEVELOPMENT SERVICES					
SHOCKEY PLANNING GROUP INC		201512007	231197	SHOCKEY PSA, PLANNING CONSULTI	$3,289.00
TRI CITY HERALD		2204517	231211	PUBLIC HEARING NOTICE 011016	$37.08
WASHINGTON ASN OF BUILDING OFFICIALS		WABO2016-DHIRSCH	231032	2016 DUES - D HIRSCH	$45.00
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$111.00
				PHONE CHARGES 1/23-2/22/16	$20.15
				DEVELOPMENT SERVICES TOTAL****	**$3,502.23**
Division: 302 REDEVELOPMENT					
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$6.14
				PHONE CHARGES 1/23-2/22/16	$19.78
				REDEVELOPMENT TOTAL****	**$25.92**
Division: 303 LIBRARY					
CASCADE NATURAL GAS CORP		01/16 61897100006	231108	NAT GAS 955 NRTHGT 12/17-01/19	$2,161.02
CITY OF RICHLAND		16-006 HIME	230957	16-006 LCH ALA 01 2016	$276.00
COLUMBIA INDUSTRIES SUPPORT LLC		0030154	231120	ON SITE SHREDDING WO #38551	$77.52
EBSCO		1000027633-1	231137	NOVELIST	$4,110.04
		1000027738-1		DATABASES-2016	$7,075.00
LIBRARY IDEAS LLC		43682	230997	FREEGAL MUSIC SUBSCRIPTION	$14,000.00
NEWSBANK INC		537946	231180	TC HERALD FILM SUBSCRIPTION	$6,750.00
OCLC INC		0000439167	231182	CATALOGING SRVCS - DEC	$971.69
PROQUEST LLC		70378040	231190	HERITAGE QUEST RENEWAL 2016	$879.00
		70378172		ANCESTRY DATABASE RENEWAL	$2,280.00
XEROX CORPORATION		082950464	231229	W7225 BASE CHRG/PRINTS-DEC	$178.33
		082950465		W7225 BASE CHRG/PRINTS-DEC	$257.74
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$149.54
				LIBRARY TOTAL****	**$39,165.88**
Division: 331 PARKS & REC - RECREATION					
ATOMIC SCREENPRINT & EMBROIDERY		13585	231089	YOUTH BASEBALL T-SHIRTS	$4,820.31
BENTON FRANKLIN HEALTH DISTRICT		0301-14008/2016	231059	2016 HEALTH DEPT LICENSE	$85.00
BROADCAST MUSIC INC		27436038	230949	BMI LICENSE-1/1-12/31/16	$336.00
FOSTER, CATHY I		JANUARY 2016	231145	FOOT CARE CLASSES-JAN	$855.60
FRONTIER	S016752	01/16 2061882614	231146	TELEPHONE CHARGE 1/19/16-2/18/	$184.86
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$95.34
				PHONE CHARGES 1/23-2/22/16	$6.14
				PHONE CHARGES 1/23-2/22/16	$36.85
				PARKS & REC - RECREATION TOTAL****	**$6,420.10**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 335 PARKS & REC - PARKS&FACILITIES					
ABM JANITORIAL NORTHWEST		8942948	230936	JANITORIAL SRVCS-JAN	$9,417.47
AMERICA WEST ENVIRONMENTAL SUPPLIES INC	S016710	11785	231085	30.58 TONS OF CCB DELIVERED TO	$3,011.02
CASCADE NATURAL GAS CORP		01/16-75226321539	231108	NAT GAS 2710 DUPORTAIL	$1,201.26
		01/16-80577100003		NAT GAS 200 BLDG 12/15-01/13	$4,965.12
		01/16-90577100002		NAT GAS 300 BLDG 12/15-01/13	$7,106.65
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-555328	231124	277V POWER PACK	$55.17
EWING IRRIGATION PRODUCTS INC		812592	231140	RAINBIRD ROTO	$647.74
		825712	230974	ICE MELT	$638.04
FASTENAL COMPANY		WARIC54420	231142	BACKFLOW PARTS	$9.97
FRONTIER	S016752	01/16 2061882614	231146	TELEPHONE CHARGE 1/19/16-2/18/	$1,069.27
	S016752			TELEPHONE CHARGE 1/19/16-2/18/	$30.13
JT AUTOMOTIVE PARTS INC DBA		350324	231160	TRAILER WIRE	$16.82
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		54163	230993	ICE MELT	$485.42
		54170	231165	LAVATORY REPAIR	$18.84
RICHLAND ACE HARDWARE		210718	231193	AUGER/DRAIN CLEANER	$29.30
		210738		FILE AND FILE HANDLE	$6.78
		49463		DRAIN CLEANER	$18.44
		49524		KEY STEM-4 WAY	$6.51
SHANNON & WILSON INC	P056082	7933	231012	CONSULTANT AGREEMENT FOR WELL	$920.00
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$96.72
				PARKS & REC - PARKS&FACILITIES TOTAL****	**$29,750.67**
Division: 900 NON-DEPARTMENTAL					
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$42.98
				NON-DEPARTMENTAL TOTAL****	**$42.98**
				GENERAL FUND Total ***	**$234,378.43**
FUND 101 CITY STREETS					
Division: 401 STREETS MAINTENANCE					
AMERICA WEST ENVIRONMENTAL SUPPLIES INC	S016710	11785	231085	30.58 TONS OF CCB DELIVERED TO	$3,011.02
	S016727	11826	230937	30.06 TONS IF CCB (DE-ICER)	$5,919.42
FRONTIER	S016752	01/16 2061882614	231146	TELEPHONE CHARGE 1/19/16-2/18/	$30.13
	S016752			TELEPHONE CHARGE 1/19/16-2/18/	$54.95
L-COM INC	P055943	2635066	230995	FREIGHT	$9.21
	P055943			MEDIA CONVERTER, L-COM #LCMC-S	$5,175.01
STONEWAY ELECTRIC SUPPLY		S101492518.001	231202	CONDUIT/COUPLING-TRAFFIC SIGNA	$61.76
TOTEM PACIFIC CORP	S016698	70605	231019	SALT, 35.53 TONS DELIVERED	$3,082.60
	S016698	70606		SALT, 35.87 TONS DELIVERED	$3,112.10
	S016698	70607		SALT, 35.45 TONS DELIVERED	$3,075.66
	S016698	70608		SALT, 35.98 TONS DELIVERED	$3,121.64

Vendor			P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TOTEM PACIFIC CORP			S016698	70609	231019	SALT, 35.08 TONS DELIVERED	$3,043.56
XO HOLDINGS LLC DBA				0280233804	231230	PHONE CHARGES 1/23-2/22/16	$24.57
						STREETS MAINTENANCE TOTAL****	**$29,721.63**
Division:	402	ARTERIAL STREETS					
PREMIER EXCAVATION INC			P054541	C169-14/PYMT1CORR	231188	AUXILIARY TRACK ADDITION - 169	$0.62
			P054541	C169-14/RETAINAGE		AUXILIARY TRACK ADDITION - 169	$40,654.11
						ARTERIAL STREETS TOTAL****	**$40,654.73**
						CITY STREETS Total ***	**$70,376.36**
FUND	**112**	**INDUSTRIAL DEVELOPMENT FUND**					
Division:	305	ECONOMIC DEVELOPMENT					
XO HOLDINGS LLC DBA				0280233804	231230	PHONE CHARGES 1/23-2/22/16	$27.24
						ECONOMIC DEVELOPMENT TOTAL****	**$27.24**
						INDUSTRIAL DEVELOPMENT FUND Total ***	**$27.24**
FUND	**117**	**CRIMINAL JUSTICE SALES TAX**					
Division:	131	CJST POLICE ACTIVITY					
CARMONA, LIONEL				16-019	231106	16-019 CJTC ACADEMY PAT	$18.00
GALLS, LLC			P056017	004647450	230980	LE819 SIRCHIE TRAFFIC TEMPLATE	$10.59
			P056017			SHIPPING	$0.28
			P056018	004647451		SHIPPING	$0.29
			P056018			LE819 SIRCHIE TRAFFIC TEMPLATE	$10.59
NASH, CALVIN				16-021 NASH	231178	16-021 CJTC ADADEMY PAT	$18.00
						CJST POLICE ACTIVITY TOTAL****	**$57.75**
						CRIMINAL JUSTICE SALES TAX Total ***	**$57.75**
FUND	**153**	**COMMUNITY DEV BLOCK GRANT**					
Division:	308	CDBG PROGRAM					
ELIJAH FAMILY HOMES				228	230971	4TH QTR 2015 SRVCS	$4,408.44
				229		CORRECT 3RD QTR2015 SRVCS #227	$341.45
				230		CORRECT 2ND QTR2015 SRVCS #226	$186.23
				901		CORRECT 1ST QTR2015 SRVCS #225	($141.13)
XO HOLDINGS LLC DBA				0280233804	231230	PHONE CHARGES 1/23-2/22/16	$6.43
						PHONE CHARGES 1/23-2/22/16	$6.14
						CDBG PROGRAM TOTAL****	**$4,807.56**
						COMMUNITY DEV BLOCK GRANT Total ***	**$4,807.56**
FUND	**154**	**HOME FUND**					
Division:	000						
CITY OF RICHLAND				4.013704	231064	REV CIS PYMNT APPLIED TO LOAN	$452.03

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				UNASSIGNED TOTAL****	**$452.03**
Division: 309 HOME PROGRAM					
COLUMBIA TITLE COMPANY SEWA INC		16-01	231121	HOME DPA-NILES-1323 TOTTEN	$10,000.00
ESCROW & TITLE SERVICES INC DBA			230973	HOME DPA-SLOAN-325 ROBERT AVE	$10,000.00
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$6.43
				HOME PROGRAM TOTAL****	**$20,006.43**
				HOME FUND Total ***	**$20,458.46**
FUND 301 STREETS CAPITAL CONSTRUCTION					
Division: 000					
DREAM BUILDERS LLC		3RD & 4TH QTR2015	231134	TRAFFIC IMPACT FEES-QTR 3&4'15	$1,822.02
				UNASSIGNED TOTAL****	**$1,822.02**
Division: 402 ARTERIAL STREETS					
WASHINGTON APPRAISAL SERVICES, INC	P056013	7125	231219	DUPORTAIL ST EXTENSION - APPRA	$7,450.00
				ARTERIAL STREETS TOTAL****	**$7,450.00**
				STREETS CAPITAL CONSTRUCTION Total ***	**$9,272.02**
FUND 380 PARK PROJECT CONSTRUCTION					
Division: 337 PARKS & REC PROJECTS					
DGR GRANT CONSTRUCTION INC	P055841	C73-15/PYMT 4	231131	CONSTRUCT STAGE AT JOHN DAM PL	$162,905.99
F & AO, USAED, WALLA WALLA	P056117	REF #991708	230975	CULTURAL RESOURCE INVESTIGATIO	$3,705.84
STRATA INC	P056180	PU150576-IN	231204	PERFORM MATERIAL TESTING AND	$5,621.00
				PARKS & REC PROJECTS TOTAL****	**$172,232.83**
				PARK PROJECT CONSTRUCTION Total ***	**$172,232.83**
FUND 401 ELECTRIC UTILITY FUND					
Division: 000					
ANIXTER INC	P056010	3073579-01	230938	BOLT, CARRIAGE 1/2 X 6, JOSLYN	$225.89
	P056010			WASHER, SQUARE CURVED, 11/16	$92.31
	P056015	3075519-03		ELBOW,LOADBREAK,4/0 STR.220MIL	$364.90
GENERAL PACIFIC INC	S016614	1249271	230981	METER, FM4S, 240V, CL20, 1PH,	$2,116.74
	S016614	1249556	231149	METER, FM2S, 240V, CL200, 1PH	$5,430.70
	S016614			TAX ADJUSTMENT	($0.01)
WESCO DISTRIBUTION INC	P055719	664647	231222	SLEEVE, COPPER 1/0 - 250 MCM,	$611.74
WILBERT PRECAST, INC	S016652	1055548	231038	BASE, PRECAST LIGHT POLE 40FT	$1,967.83
	S016652			BASE, PRECAST LIGHT POLE, 30FT	$1,967.83
				TOTAL****	**$12,777.93**
Division: 501 BUSINESS SERVICES					
BUSH, TIMOTHY T		2016 SETTLEMENT	230950	CLAIM SETTLEMENT	$1,500.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		16-002 WHITNEY	230957	16-002 PPC MTG/WHITNEY/010616	$439.14
		16-003 HAMMOND		16-003 PPC MTG/HAMMOND/010616	$439.14
FRONTIER	S016752	01/16 2061882614	231146	TELEPHONE CHARGE 1/19/16-2/18/	$90.17
NORTHWEST REQUIREMENTS UTILITIES INC		865	231004	2016 NRU MEMBERSHIP DUES	$48,549.00
		903		2016 NW RIVER PARTNERS SUPPORT	$10,550.00
PUBLIC POWER COUNCIL INC		2016.65	231010	PPC 2016 ANNUAL DUES	$32,176.00
SENGER, DAWN M		16-008 SENGER	231011	16-008 BPA MTG/SENGER/011316	$526.26
UNITED PARCEL SERVICE	S016747	000986641056	231214	WEIGHT CORRECTION FOR PKG TO A	$10.40
	S016747			GROUND PKG TO ABB FOR MPP SHOP	$12.24
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$53.55
				PHONE CHARGES 1/23-2/22/16	$54.39
				PHONE CHARGES 1/23-2/22/16	$102.17
				PHONE CHARGES 1/23-2/22/16	$124.10
				PHONE CHARGES 1/23-2/22/16	$118.67
				BUSINESS SERVICES TOTAL****	**$94,745.23**
Division: 502 ELECTRICAL ENGINEERING					
DLT SOLUTIONS LLC	P056066	SI311596	231132	Autodesk AutoCAD Map 3D Part N	$7,152.61
	P056066			Autodesk AutoCAD LT Part No	$182.01
PRIMESTONE TECHNOLOGIES INC	P056064	US15-1142	231009	Mntnc & Support PrimeRead ES,	$6,585.00
WA STATE DEPT OF TRANSPORTATION		RE45JE5520L016	231031	O/H POWER LINES PLANS RVW/INSP	$181.12
		RE45JE5520L017		OH POWERLINE-INSPECTION	($271.75)
		RE45JE5520L018		X/G ELECTRIC LINES INSPECTION	$439.81
				ELECTRICAL ENGINEERING TOTAL****	**$14,268.80**
Division: 503 POWER OPERATIONS					
AMERICAN ROCK PRODUCTS INC		258305	231086	5/8" MINUS TOP	$43.66
ANIXTER INC	S016621	3060834-00	230938	BODY BELT MODEL #20192M SIZE:	$447.98
	S016621			5 POCKETS HOLSTER MODEL #42266	$145.20
BEAVER BARK & ROCK		727616	231093	CONCRETE	$117.27
DLT SOLUTIONS LLC	P056066	SI311596	231132	Autodesk AutoCAD Map 3D Part N	$3,178.94
	P056066			Autodesk AutoCAD Map 3D Part N	$794.73
FASTENAL COMPANY		WARIC54451	231142	5/8 ANCHORS	$29.22
GENERAL PACIFIC INC	S016691	1249830	230981	HUSKIE CHARGER CH94	$1,120.75
	S016691			ADJUST FOR TAX	$0.01
	S016691			HUSKIE BATTERY BP84	$1,347.70
HI-LINE HOLDING COMPANY LLC DBA	S016693	1/K34040	230984	40' TELESCOPING TRIANGULAR HOT	$495.56
	S016693			DELIVERY	$32.59
KELLEY'S TELE-COMMUNICATIONS INC	P056120	022401012016	230992	AFTER HOURS EMERGENCY CALL SVC	$199.50
RICHLAND ACE HARDWARE		210712	231193	SILICONE CAULK	$27.66
				POWER OPERATIONS TOTAL****	**$7,980.77**
Division: 504 SYSTEMS DIVISION					

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FASTENAL COMPANY		WARIC54386	230976	RR STEP DRILL/DRILL BITS	$118.25
ITRON INC	P056125	397775	230985	TAX	$712.55
	P056125			MVRS SOFTWARE MAINTENANCE PER	$3,790.75
	P056125			MVRS HARDWARE MAINTENANCE PER	$4,494.70
JIM'S PACIFIC GARAGES INC		X100018619	231157	CREDIT-RACHET	($83.71)
OXARC INC		37621PS	231185	NITROGEN CYL	$14.91
REXEL INC DBA		I520116	231192	PLUG/CORD/RECEPT	$99.96
				SYSTEMS DIVISION TOTAL****	**$9,147.41**

Division: 505 ENERGY POLICY MGMT

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
APOLLO SHEET METAL INC		260028-156792	230940	523 BERKSHIRE-REBATE-HP	$1,000.00
BENTON COUNTY AUDITOR/WEATHERWISE	P056087	170600 LIEN	230944	M MARSTON-RECORD LIEN; AC# 170	$73.00
	P056181	172415 RELEASE	231096	K PAYNE-RELEASE LIEN; AC# 1724	$73.00
	P056087	172700 RELEASE	230944	DYNARSKI TRUSTEE-RELEASE LIEN;	$73.00
	P056087	182460 LIEN		J ZIMMERMAN-RECORD LIEN, AC#	$73.00
	P056087	193180 RELEASE		M CLARK-RELEASE LIEN; AC# 1931	$73.00
	P056087	20320-RELEASE		K RANKIN-RELEASE LIEN; AC# 203	$73.00
	P056087	21300 RELEASE		B DAUGHERTY-RELEASE LIEN; AC#	$73.00
	P056087	22240 RELEASE		R OAKES-RELEASE LIEN; AC# 2224	$73.00
	P056087	230620 RELEASE		E GARCIA-RELEASE LIEN; AC# 230	$73.00
	P056181	231440 LIEN	231096	K HODGES-RECORD LIEN; AC# 2314	$73.00
	P056087	241140-RELEASE	230944	G KNUTZEN-RELEASE LIEN; AC# 24	$73.00
	P056181	300500-RELEASE	231096	J RAMOS-RELEASE LIEN; AC# 3005	$73.00
	P056181	331960 RELEASE		C ELIASON-RELEASE LIEN; AC# 33	$73.00
	P056087	362080 RELEASE	230944	M BOONE-RELEASE LIEN; AC# 3620	$73.00
	P056087	362080-LIEN		M BOONE-RECORD LIEN, AC# 36208	$73.00
	P056087	370280 RELEASE		R WITTMAN-RELEASE LIEN; AC# 37	$73.00
	P056181	370520 RELEASE	231096	D WILCOX-RELEASE LIEN; AC# 370	$73.00
	P056087	401460 RELEASE	230944	M BADDLEY-RELEASE LIEN; AC# 40	$73.00
	P056087	632100-RELEASE		J PERRYMAN-RELEASE LIEN; AC#	$73.00
	P056087	691140 RELEASE		W FARRIS-RELEASE LIEN; AC# 691	$73.00
	P056181	691540-RELEASE	231096	C TIEMENS-RELEASE LIEN; AC# 69	$73.00
	P056181	71280-RELEASE		A SMITH-RELEASE LIEN; AC# 7128	$73.00
	P056181	721460 RELEASE		E GILMOUR-RELEASE LIEN; AC# 72	$73.00
	P056087	742240 RELEASE	230944	P DAVIDSON-RELEASE LIEN; AC#	$73.00
	P056181	751680 LIEN	231096	C SKINNER-RECORD LIEN; AC# 751	$73.00
	P056087	752740 RELEASE	230944	R EHR-RELEASE LIEN; AC# 752740	$73.00
	P056087	803980 RELEASE		D BRECKON-RELEASE LIEN; AC# 80	$73.00
	P056087	890700 RELEASE		W WARNER-RELEASE LIEN; AC# 890	$73.00
	P056087	970799 LIEN		RIVERSTONE DENTAL-RECORD LIEN;	$73.00
BENTON PUD		01/16-3287762373	231099	ELECTRIC SRVCS 12/20-01/20/16	$1,068.20
CITY OF RICHLAND		101640 HP	230958	414 SANFORD-REBATE-HP	$1,000.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		272660	231113	1115/1117 LONG-REBATE-WINDOWS	$1,131.84
		652040		1919 THAYER-REBATE-HP	$1,000.00
DAYCO HEATING & AIR		44623	230966	402 ROSSELL-REBATE-HP/PTCS	$1,250.00
		45717		468 COL PRK TRL-REBATE-HP	$1,000.00
DELTA HEATING & COOLING INC		23908	230967	1819 DAVISON-REBATE-HP	$1,000.00
		23975		1107 FITCH-REBATE-HP	$1,000.00
	P056089	23976	231129	EE LOAN: M MARSTON, 801 CHESTN	$8,541.39
		23977	230967	1607 DAVISON-REBATE-HP	$1,000.00
		23978		310 CULLUM-REBATE-HP	$1,000.00
	P056043	23980	231129	EE LOAN: J ZIMMERMAN, 1025 WIN	$9,502.50
	P056000	23981		EE LOAN: B SHOEMAKE, 1919 THAY	$6,407.40
EFFICIENCY SOLUTIONS LLC	P054728	12-15	230970	COMMERCIAL ENERGY EFFICIENCY	$1,591.35
GLASS NOOK INC	P055742	70444	230983	EE LOAN: A LARIVIERE, 1115 LON	$8,496.80
	P055742	70445		EE LOAN: A LARIVIERE, 1117 LON	$8,628.76
		70600		172 EDGEWOOD-REBATE-WINDOWS	$188.36
M CAMPBELL & COMPANY INC		55779	230998	159 MESA-REBATE-HP	$1,000.00
		57506		251 RIVERWOOD-REBATE-HP	$1,000.00
		61557	231171	1217 COUNTRY RIDGE-REBATE-HP	$1,000.00
NW INTERGOVERNMENTAL ENERGY SUPPLY		312	231005	2016 NIES ADM ASSESSMENTS	$34,432.00
PERFECTION GLASS		9939644848	231186	1646 BUTTERNUT-REBATE-WINDOWS	$227.67
		9939645780	231006	1703 THAYER-REBATE-WINDOWS	$696.39
		9939645782		237 GREENVIEW-REBATE-WINDOWS	$45.00
		9939645784	231186	2308 FRANZ CT-REBATE-WINDOWS	$69.27
		9939645887	231006	37 MECURY-REBATE-WINDOWS	$360.87
		9939645972		108 CRAIGHILL-REBATE-WINDOWS	$228.00
		9939645974		106 CRAIGHILL-REBATE-WINDOWS	$228.00
THE MOORINGS AT COLUMBIA POINT		11128-FY2016-0024	231207	386 COL PT DR-REBATE-COMM LIGH	$2,946.30
				ENERGY POLICY MGMT TOTAL****	**$99,157.10**
				ELECTRIC UTILITY FUND Total ***	**$238,077.24**

FUND 402 WATER UTILITY FUND

Division: 000

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BOY SCOUTS OF AMERICA		15-01629	231060	REFUND HYD MTR #363	$718.10
BROOKS CUSTOM HOMES INC		3684 NOTTINGHAM	231062	3684 NOTTINGHAM LATECOMER-WTR	$597.50
		3690 NOTTINGHAM		3690 NOTTINGHAM LATECOMER-WTR	$597.50
VARSITY DEVELOPMENT LLC		2015-002534 REFUN	231027	4776 COWLITZ 2015-002544REFUND	$2,382.79
		2015-002545 REFUN		4757 COWLITZ 2015-002545REFUND	$2,382.79
		2015-002669 REFUN		4572 COWLITZ 2015-002669REFUND	$2,382.79
		2015-002725 REFUN		4704 COWLITZ 2015-002725REFUND	$2,382.79
				UNASSIGNED TOTAL****	**$11,444.26**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 410 WATER CAPITAL PROJECTS					
STONEWAY ELECTRIC SUPPLY		S101490620.001	231202	CONDUIT-MAG METER REPLACEMENT	$47.44
				WATER CAPITAL PROJECTS TOTAL****	**$47.44**
Division: 412 WATER OPERATIONS					
CASCADE NATURAL GAS CORP		01/16-28638100009	231108	NAT GAS 110 SAINT 12/17-01/19	$16.89
UNITED PARCEL SERVICE	S016729	000986641046	231024	NDA PKG TO LAB/COR FOR WATER	$12.04
	S016729			ADDITIONAL HANDLING FOR PKG TO	$10.50
WA STATE DEPARTMENT OF ECOLOGY		2016-WAG645000	231029	WTR PLANT WW PERMIT-1ST FY2016	$3,297.00
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$62.09
				WATER OPERATIONS TOTAL****	**$3,398.52**
Division: 413 WATER MAINTENANCE					
APOLLO INC	S016690	10335	230939	CONCRETE WORK ON SIDEWALK AND	$2,390.29
BADGER METER INC	S016714	1073388	230942	GROUNDING RINGS FOR 4" COMPOUN	$429.23
BI STATE OCCUPATIONAL SAFETY & HEALTH		2077-B	230946	DOT EXAMS/UA'S/INFLUENZA	$25.00
HD FOWLER COMPANY INC		I4115998	231151	12" MEGA LUG/GASKETS	$128.64
		I4116625		VALVE CAPS	$808.64
HD SUPPLY WATERWORKS LTD	S016668	E914606	231152	PRICE ADJUSTMENT	$0.22
	S016668			1" PACK TEES, NO LEAD, FORD	$917.02
HERTZ EQUIPMENT RENTAL CORP		2824203-001	231153	PLATE COMPACTOR	$2,036.25
KELLEY'S TELE-COMMUNICATIONS INC		276301012016	230992	ANSWERING SERVICE CHARGES	$104.40
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		47679-2	231165	HYDRANT MTR DBL CHECKS	$708.54
		54351		PVC PIPE/COUPLING/CAP	$41.21
OLDCASTLE APG WEST INC DBA		110144088	231183	CONCRETE BLOCKS	$812.82
		110144261		PALLET/BLOCK REFUND	($121.97)
RICHLAND ACE HARDWARE		210709	231193	BALL VALVE	$10.85
		210710		BALL VALVE	$21.70
STAR RENTALS & SALES		89683-11	231200	SLEDGE HAMMER/FLASHLIGHT	$48.08
STONEWAY ELECTRIC SUPPLY		S101489222.001	231202	LIGHTS-BADGER PS	$286.73
		S101490599.001		LIGHTS-MAINT SHOP	$625.88
		S101491628.001		LIGHTS-SETTLING BASIN	$135.75
		S101494334.001		LIGHTS-DUKE FIELD	$141.46
TWIN CITY METALS INC		91386	231213	40' 6X065 RD TUBE	$334.05
UNITED PARCEL SERVICE	S016747	000986641056	231214	3 GROUND PKGS TO BADGER METER	$33.85
WEIXEL, JEFF		2016 CDL	231034	2016 CDL REIMBURSEMENT-WEIXEL	$102.00
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$19.55
				WATER MAINTENANCE TOTAL****	**$10,040.19**
				WATER UTILITY FUND Total ***	**$24,930.41**

FUND 403 WASTEWATER UTILITY FUND

Division: 000

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BROOKS CUSTOM HOMES INC		3684 NOTTINGHAM	231062	3684 NOTTINGHAM LATECOMER-SWR	$438.21
		3690 NOTTINGHAM		3690 NOTTINGHAM LATECOMER-SWR	$438.21
				UNASSIGNED TOTAL****	**$876.42**
Division: 421 SEWER CAPITAL PROJECTS					
CUMMINS, INC	P055921	013-88947	231128	GENERATOR AS PER ATTACHED	$28,535.74
				SEWER CAPITAL PROJECTS TOTAL****	**$28,535.74**
Division: 422 SEWER OPERATIONS					
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-555680	230964	INFLUENT-FLEX CPLG	$1,098.74
POLYDYNE INC	P056080	1019494	231007	EMULSION POLYMER, CLARIFLOC C6	$5,428.00
PRINGLES POWER VAC		202487	231189	BOILER ANNUAL CLEANING	$380.10
STONEWAY ELECTRIC SUPPLY		S101499048.001	231014	AREATION-NWLASER	$65.16
WA STATE DEPARTMENT OF ECOLOGY		2016-WA0020419 2	231029	WASTE WTR PERMIT-2ND FY 2016	$30,956.04
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$100.45
				SEWER OPERATIONS TOTAL****	**$38,028.49**
Division: 423 SEWER MAINTENANCE					
BI STATE OCCUPATIONAL SAFETY & HEALTH		2077-B	230946	DOT EXAMS/UA'S/INFLUENZA	$50.00
COLE DRAINS INC DBA		5097	231118	555 LACY-MEN'S BATHROOM REPAIR	$217.20
TACOMA SCREW PRODUCTS INC		22134091	231206	WWTF INF BLDG FITTINGS	$55.30
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$1.39
				SEWER MAINTENANCE TOTAL****	**$323.89**
				WASTEWATER UTILITY FUND Total ***	**$67,764.54**
FUND 404 SOLID WASTE UTILITY FUND					
Division: 432 SOLID WASTE COLLECTION					
TOTER INC	S016671	65392474	231020	TOTER 96 LIDS AND HARDWARE COL	$1,113.15
	S016671			TOTER 96 LIDS AND HARDWARE COL	$1,113.15
	S016671			TOTER 96 LIDS AND HARDWARE COL	$1,113.15
	S016671			SHIPPING	$479.00
	S016671			TAX ADJUSTMENT	$0.03
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$21.14
				SOLID WASTE COLLECTION TOTAL****	**$3,839.62**
Division: 433 SOLID WASTE DISPOSAL					
BENTON CLEAN AIR AUTHORITY		936	231095	ANNUAL AIR PERMIT-2016	$350.00
FRONTIER	S016752	01/16 2061882614	231146	TELEPHONE CHARGE 1/19/16-2/18/	$120.56
JT AUTOMOTIVE PARTS INC DBA		350445	231160	BATTERY FOR FLARE	$176.08
		350447		CABLE FLARE BATTERY	$4.97
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$43.42
				SOLID WASTE DISPOSAL TOTAL****	**$695.03**
				SOLID WASTE UTILITY FUND Total ***	**$4,534.65**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 405		**STORMWATER UTILITY FUND**			
Division: 000					
BROOKS CUSTOM HOMES INC		3684 NOTTINGHAM	231062	3684 NOTTINGHAM LATECOMER-STRM	$112.13
		3690 NOTTINGHAM		3690 NOTTINGHAM LATECOMER-STRM	$112.13
				UNASSIGNED TOTAL****	**$224.26**
Division: 441 STORMWATER					
WA STATE DEPARTMENT OF ECOLOGY		2016-WAR046006	231029	STRM WTR JULY 2015-JUNE 2016	$33,678.36
				STORMWATER TOTAL****	**$33,678.36**
				STORMWATER UTILITY FUND Total ***	**$33,902.62**
FUND 407		**MEDICAL SERVICES FUND**			
Division: 000					
AMBULANCE REFUND		2013-04819	231205	REFUND OVERPAYMENT	$40.00
BENTON COUNTY FIRE DIST 2		REFUND 13-00324	231098	REFUND AMB-EDER	$25.00
CITY OF RICHLAND		011416 CULLINS	230956	CUST#298613 ACT#6062756-MISAPL	$202.82
				UNASSIGNED TOTAL****	**$267.82**
Division: 121 AMBULANCE					
BENTON COUNTY FIRE DIST 1		2016-19	231097	MPD ASST ANNUAL ASSESSMENT-63	$2,746.00
				AMBULANCE TOTAL****	**$2,746.00**
				MEDICAL SERVICES FUND Total ***	**$3,013.82**
FUND 502		**EQUIPMENT MAINTENANCE FUND**			
Division: 000					
WESTERN STATES EQUIPMENT COMPANY	P056084	PC110313687	231225	HYD HOSE AEROQUIP GH781-8,1/2"	$338.83
	P056084			HYD HOSE AEROQP GH781-12, 3/4"	$462.64
				UNASSIGNED TOTAL****	**$801.47**
Division: 214 EQUIPMENT MAINTENANCE					
CENTRAL HOSE & FITTINGS INC		425493	230951	BRE6801 VEH 3315 WO 41449	$27.67
		425690		BRE6505 VEH 3320 WO 41546	$9.15
COLEMAN OIL COMPANY		0399628-IN	231119	LANDFILL DYED DIESEL FUEL	$2,449.86
		0399629-IN		LANDFILL DIESEL-CLEAR	$600.53
		0400612-IN		LANDFILLE DIESEL-DYED	$1,955.38
		CL62940	230960	CARD LOCK FUEL 01/01-01/03/16	$1,667.37
		CL63420	231119	CARD LOCK FUEL 1/4-1/10/16	$9,875.07
		CL64550		CARD LOCK FUEL 1/11-1/17/16	$9,629.98
		CL65001		CARD LOCK FUEL 1/18-1/24/16	$8,733.24
		CL65498		CARD LOCK FUEL 1/25-1/31/16	$8,709.71
COMMERCIAL TIRE INC		219450	231122	FLAT REPAIR VEH 7200 WO 41615	$3.26
		219500	230962	TIRE VEH 3309 WO 41644	$241.93

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COMMERCIAL TIRE INC		219507	231122	TIRES VEH 2428 WO 41646	$293.35
		219524	230962	TIRES VEH 3284 WO 41645	$1,969.64
CONNELL OIL INC		0132882-IN	230963	MOBIL FLD VEH 7143 WO 41540	$177.56
		C136905-IN		LUBE PRODUCTS	$960.74
		C137427-IN	231123	LUBE PRODUCTS	$544.40
CORWIN OF PASCO LLC		376500	230965	ELEMENTS VEH 5040 WO 41689	$110.23
		376501		ELMNTS/EXH VEH 5043 WO 41697	$148.83
		376690	231126	TUBE VEH 2284	$209.84
		376691		VALVE VEH 2399 WO 41753	$62.53
		376697		ORDTUBE VEH 2284 WO 41755	$155.18
		CM376690		RETURN TUBE VEH 2284	($209.84)
FAST SIGNS		139-52423	231141	NUMBERS VEH 2272 WO 41423	$37.50
GENUINE AUTO GLASS OF TRI CITIES LLC		611475	230982	WS TINT VEH 3296 WO 41708	$154.01
		611491		WS REPAIR VEH 2272 WO 41423	$32.58
		611518		WS REPAIR VEH 3320 WO 41704	$32.58
JIM'S PACIFIC GARAGES INC		X100016047	230986	CREDIT SWTCH VEH 3248 WO 41330	($325.20)
		X100016666		FILTER/CLNR VEH 3269 WO 41522	$105.42
		X100016743		M GASKET VEH 3306 WO 41510	$3.34
		X100017359		INST PANEL VEH 3255 WO 41707	$243.64
		X100017558		PNL/VNT VEH 3325 WO 41713	$301.10
		X100017653	231157	MOD ASY VEH 3252 WO 41614	$134.18
		X100018226	230986	VALVE VEH 3321 WO 41651	$101.66
JT AUTOMOTIVE PARTS INC DBA		344686	231160	LAMP VEH 5032 WO 40786	$10.19
		344693	230987	HUB CAP VEH 3284 WO 41725	$45.18
		344699		TRANS FLTR VEH 3284 WO 41725	$45.46
		344736		LAMP/FS HLDR VEH 3284 WO 41725	$44.29
		344771	231160	CORE RETURN VEH 2381 WO 40685	($60.38)
		344809	230987	WIPER BLD VEH 7141 WO 41724	$20.83
		344818		FILTERS VEH 1201 WO 41723	$18.69
		34771		CORE CREDIT	($60.38)
		349320		SPK PLG/BOOT VEH 6456 WO 41189	$36.74
		349963		CAPSULE VEH 2394 WO 41558	$9.56
		349966		BRAKE CLNR VEH 3311 WO 41557	$5.63
		349969		BRAKE CLNR VEH 3320 WO 41546	$5.63
		349984		CAPSULE VEH 1104 WO 41560	$9.56
		350003		BRAKE CLNR VEH 3311 WO 41550	$11.25
		350022		BRK CLNR/EARTH VEH3283 WO41543	$63.70
		350094		FILTERS VEH 3315 WO 41570	$127.72
		350095		FILTERS VEH 3310 WO 41569	$125.44
		350096		FILTERS VEH 3320 WO 41568	$132.71
		350098		FLTRS/EXH FLD VEH3330 WO350098	$49.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		350102	230987	FILTERS VEH 3311 WO 41582	$125.44
		350103		FILTERS VEH 3312 WO 41583	$93.41
		350104		FILTERS VEH 3308 WO 41580	$125.44
		350105		FILTERS VEH 3309 WO 41581	$125.44
		350106		FILTERS VEH 3292 WO 41578	$165.15
		350108		FILTERS VEH 3285 WO 41577	$143.24
		350109		FILTERS/COOL VEH 3284 WO 41572	$143.24
		350137		T-CONN KIT VEH 2387 WO 41562	$32.57
		350141		GAS GRANDE VEH 3315 WO 41449	$128.13
		350147		FLTERS/COOL VEH 3283 WO 41585	$143.24
		350148		FLTERS/COOL VEH 3282 WO 41586	$143.24
		350150		FILTERS VEH 3280 WO 41587	$132.13
		350151		FILTERS VEH 3222 WO 41588	$177.21
		350152		FILTERS VEH 2400 WO 41589	$16.44
		350154		FILTERS VEH 2303 WO 41590	$18.09
		350160		FLTR/COOL VEH 3281 WO 41616	$152.02
		350177		OIL FILTER VEH 4300 WO 41576	$4.56
		350191		BATTERY VEH 3243 WO 41617	$90.04
		350198		FILTERS VEH 1347 WO 41596	$16.96
		350228		BATTERY VEH 3302 WO 41597	$117.65
		350229		STARTER/BATT VEH 5044 WO 41609	$288.54
		350231		DSL EXH FLD VEH 3321 WO 41564	$14.37
		350236		LED/RGHT ANG VEH 3255 WO 41593	$221.15
		350245		FILTERS VEH 2423 WO 41605	$15.50
		350261		SUPPORT VEH 2272 WO 41423	$86.30
		350270		WIPER BLADE VEH 5043 WO 41610	$22.78
		350280		TAPE VEH 2272 WO 41423	$11.72
		350297		FLTR/COOL VEH 3296 WO 41579	$145.52
		350298		WIPER BL VEH 2272 WO 41423	$20.61
		350312		BRK CLNR VEH 3255 WO 41593	$2.81
		350313		HANDLE VEH 3243 WO 41617	$33.44
		350320		ADHESIVE VEH 3255 WO 41593	$17.35
		350440		UBOLT VEH 3281 WO 41476	$15.33
		350444		BRAKE PARTS VEH 2303 WO 41640	$319.81
		350479		MONITOR MNT VEH 6000 WO 41639	$25.06
		350480		LAMP/GROMM VEH 7146 WO 41622	$42.40
		350481		CAPSULE VEH 2411 WO 41625	$9.56
		350482		WIPER BLD VEH 2418 WO 41624	$22.78
		350484		HUB CAP VEH 3280 WO 41630	$15.19
		350486		FLTRS/COOL VEH 3279 WO 41633	$209.68
		350489		RTRN PD/RTR VEH 2303 WO 41640	($117.20)

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		350545	230987	LOOM VEH 3255 WO 41593	$27.15
		350551		BRK PD VEH 2303 WO 41640	$53.42
		350578	231160	EXH FLD/CPSL VEH 3332 WO 41618	$35.56
		350589		FILTERS VEH 1104 WO 41647	$19.48
		350590		FILTERS VEH 1105 WO 41648	$19.48
		350657		WIPER BLD VEH 3279 WO 41632	$20.61
		350658		WIPER BLD VEH 2303 WO 41640	$20.61
		350663		DIESEL EXH FLD VEH3321 WO41651	$14.37
		350666		STOCKING TRAY-SHOP SUPPLIES	$99.91
		350688		COMP MTR STND VEH6000 WO41639	$225.55
		350691		FUSE/ORING/BULB/LAMP/CORE/RING	$354.36
		350738		TIRE VLV VEH 7127 WO 41677	$80.35
		350739		FUNNEL VEH 3306 WO 41635	$38.00
		350740		DSL EXH FLD VEH 3318 WO 41673	$28.74
		350742		RETURN FUSE/SHOP SUPPLIES	($3.97)
		350753		FUSE RETURN	($90.14)
		350759		FILTERS VEH 7122 WO 41676	$252.16
		350794		HALOGEN VEH 2272 WO 41658	$9.74
		350797		DSL EXH FLD VEH 7152 WO 41649	$28.74
		350798		BRKCLNR/DSC PD VEH1105 WO41638	$59.68
		350800		BRK CLNR VEH 3311 WO 41653	$16.88
		350809		CORE CREDIT	($21.72)
		350862		FILTERS VEH 2420 WO 41702	$16.56
		350863		FILTERS VEH 7146 WO 41700	$264.98
		350878		LAMP/PLUG VEH 3175 wo 41705	$15.67
		350904		FILTERS VEH 7119 WO 41711	$164.80
		350907		LAMP VEH 3312 WO 41642	$13.72
		350943		DISC PAD VEH 2420 WO 41712	$68.85
		355043	230987	TRL CONN PLG VEH 4130 WO 41636	$6.51
MCCURLEY CHEVROLET		893917	230999	FILTER VEH 9500 WO 41537	$711.40
MONARCH MACHINE & TOOL CO INC		B181686	231001	1/4X3 ALM FB VEH 6000 WO 41639	$42.47
NORCO INC		17604126	231181	CNNCTRS/HOSE VEH 4300 WO 41576	$416.36
TACOMA SCREW PRODUCTS INC		22133893	231206	ANCHORS/BIT VEH 4300 WO 41576	$22.02
		22133986	231016	SCREWS VEH 3255 WO 41593	$1.65
TIRE FACTORY INC DBA		03-111619	231018	FLAT REPAIR VEH 3212 WO 41613	$44.53
		03-111658		TIRES VEH 3304 WO 41612	$240.68
		03-111745	231209	WHL CHG OVR VEH 1347 WO 41599	$36.82
TRI CITIES BATTERY & AUTO REPAIR		017878	231022	STARTER VEH 0800 WO 41602	$111.17
TRUCKPRO HOLDING CORPORATION		06 230161	231023	FLANGE VEH 3315 WO 41449	$85.57
UNITED PARCEL SERVICE	S016747	000986641056	231214	GROUND PKG TO ROUTEWARE FOR EQ	$4.75
WESTERN PETERBILT INC		H251658	231035	KNOB VEH 3282 WO 41530	$6.94

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESTERN PETERBILT INC		H251668	231035	BRK DRUM/KIT VEH 3320 WO 41546	$318.80
		H251669	231224	CORE VEH 3320 WO 41546	$78.19
		H251731	231035	ALARM BU VEH 3284 WO 41544	$30.84
		H251864	231224	BRTR TUBE/HOSE VEH3281 WO41480	$37.98
		H251868		ANTENNA VEH 3285 WO 41536	$14.10
		H251927	231035	BRTHR TUBE VEH 3281 WO 41480	$31.81
		H252534	231224	CORE CREDIT VEH 3320 WO 41546	($78.19)
WESTERN STATES EQUIPMENT COMPANY		PC000480820	231225	COUPLING VEH 3284 WO 41544	$50.29
		PC000481124	231036	COUPLING VEH 3285 WO 41536	$39.41
		PC110313908	231225	COUPLING VEH 3283 WO 41543	$35.30
		PC110314090		SCKT/PIN/RCPT VEH3296 WO41567	$69.21
		PC110314186	231036	LADDER VEH 7090 WO 41608	$642.65
		PR110023860	231225	RETURN SEAL VEH 3306	($21.73)
		WO110108373		RADIATOR RPR VEH 7104 WO 41749	$5,317.21
WESTERN SYSTEMS & FABRICATION INC		13884	231037	PRES SWTCH VEH 3311 WO 41557	$136.91
		13889		AIR ACT VEH 3311 WO 41550	$385.66
		13923	231226	BELT ASY GRP VEH 3284 WO 41563	$155.65
		13930		ELEMENT VEH 3315 WO 41449	$138.70
XEROX CORPORATION		082046992	231039	W7225PT BASE CHRG/PRINTS-NOV	$198.18
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$69.74
				EQUIPMENT MAINTENANCE TOTAL****	**$64,518.70**
				EQUIPMENT MAINTENANCE FUND Total ***	**$65,320.17**

FUND 503 EQUIPMENT REPLACEMENT FUND

Division: 215 EQUIPMENT REPLACEMENT

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COLUMBIA FORD INC	P055683	3-G854	230961	SALES TAX	$2,541.88
	P055683			ONE (1) 2016 FORD INTERCEPTER	$30,625.00
				EQUIPMENT REPLACEMENT TOTAL****	**$33,166.88**
				EQUIPMENT REPLACEMENT FUND Total ***	**$33,166.88**

FUND 505 PUBLIC WORKS ADMIN & ENGINEER

Division: 450 PW ADMIN & ENGINEERING

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ABADAN INC		ARIN060899	231084	ASBUILTS	$171.72
		ARIN060956	230935	2 ROLLS MYLAR PLOTTER PAPER	$119.68
DLT SOLUTIONS LLC	P056066	SI311596	231132	Autodesk AutoCAD Map 3D Part N	$1,589.47
	P056066			Autodesk AutoCAD Raster Design	$318.51
	P056066			Autodesk AutoCAD Civil 3D Part	$8,301.64
TRANSOFT SOLUTIONS INC	P056062	122328	231021	AutoTURN SL Map Renewal 1 YEAR	$770.00
WA STATE DEPT OF NATURAL RESOURCES		9107392	231030	DNR WEBSITE RENEWAL-2016	$298.66
XO HOLDINGS LLC DBA		0280233804	231230	PHONE CHARGES 1/23-2/22/16	$188.33

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				PW ADMIN & ENGINEERING TOTAL****	**$11,758.01**
				PUBLIC WORKS ADMIN & ENGINEER Total ***	**$11,758.01**
FUND 520 **HEALTH CARE/BENEFITS PLAN**					
Division: 222 EMPLOYEE BENEFIT PROGRAM					
BI STATE OCCUPATIONAL SAFETY & HEALTH		2077-B	230946	DOT EXAMS/UA'S/INFLUENZA	$100.00
DEPARTMENT OF ENTERPRISE SERVICES		8419811	230968	SELF INSUR ASSESS 1/1-6/30/16	$1,202.62
				EMPLOYEE BENEFIT PROGRAM TOTAL****	**$1,302.62**
				HEALTH CARE/BENEFITS PLAN Total ***	**$1,302.62**
FUND 611 **FIREMAN'S PENSION**					
Division: 216 FIRE PENSION					
ANDERS, PETER		AP00003702011601	231087	MEDICARE PREMIUM/ANDERS	$104.90
BARTON DENTAL LLC		110115RL	231041	DENTAL DOS 11/10,11/20	$78.40
BOWLS, DAVID		AP00003502011601	231100	MEDICARE PREMIUM/BOWLS	$104.90
CANFIELD, HARRY R		AP00000402011601	231105	MEDICARE PREMIUM/CANFIELD	$104.90
CARRICK, HENRY		AP00000502011601	231107	MEDICARE PREMIUM/CARRICK	$104.90
CLARK, FRANK M		AP00000602011601	231114	MEDICARE PREMIUM/CLARK	$104.90
DOWNS, DANNY		AP00005102011601	231133	MEDICARE PREMIUM/DOWNS	$121.80
ELIASON, CURTIS		AP00003302011601	231138	MEDICARE PREMIUM/ELIASON	$104.90
ESTY, RAYMOND J		010616RE	231043	NON COVERED RX DOS 1/06/16	$58.25
		AP00000902011601	231139	MEDICARE PREMIUM/ESTY	$104.90
FERRIANS, ALLEN LARRY		AP00006002011601	231143	MEDICARE PREMIUM/FERRIANS	$105.80
		AP00006002011601-	231144	MEDICARE PREMIUM/FERRIANS-JAN	$0.90
HEASTON & THOMPSON VISION CLINIC		011816RC	231044	NONCOVERED VISION 01/18/16	$60.00
HOUCHIN, EARL		AP00001202011601	231155	MEDICARE PREMIUM/HOUCHIN	$104.90
HUGHES PHYSICAL THERAPY P.S.		032315RL	231045	NONCOVERED MEDICAL 3/20-10/7	$349.74
JOHNSON, NEILS E		AP00003402011601	231158	MEDICARE PREMIUM/JOHNSON	$104.90
JONES, HAROLD		AP00005502011601	231159	MEDICARE PREMIUM/JONES	$104.90
KEYS, JACK D		AP00006202011601	231166	MEDICARE PREMIUM/KEYS	$129.30
KROGER-FRED MEYER		121315JB	231047	NON COVERED RX #6301794 12/31	$628.99
LAHTI, ROGER P		AP00006402011601	231167	MEDICARE PREMIUM/LAHTI	$104.90
MITCHELL, RAYMOND L		AP00001502011601	231173	MEDICARE PREMIUM/MITCHELL	$105.80
MURRAY, DAVID		AP00008302011601	231176	MEDICARE PREMIUM/MURRAY	$104.90
MYERS, EDWARD A		AP00007602011601	231177	MEDICARE PREMIUM/MYERS ED	$104.90
OPTICAL ACCENTS		123015DB	231051	VISION DOS 12/30/15	$177.50
OWEN, MICHAEL		AP00008702011601	231184	MEDICARE PREMIUM/OWEN	$104.90
PARSONS, BRUCE C OD PC		083115JP	231052	NONCOVERED VISION 08/31/15	$445.00
POLLARD, JAMES		AP00004802011601	231187	MEDICARE PREMIUM/POLLARD	$104.90
PRESCRIPTION PHARMACY PLLC		110915CE	231053	NON COVERED RX DOS 11/09-12/23	$71.75

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PRESCRIPTION PHARMACY PLLC		120915HJ	231053	NONCOVERED RX 28401,452901	$53.75
RKSO LLC DBA		123015HC	231054	NONCOVERED RX 4000680	$959.00
RODGERS, GARY H		MEDICARE-FEB'16	231195	MEDICARE-RODGERS-FEB 2016	$104.90
RONEY, LARRY		AP00003602011601	231196	MEDICARE PREMIUM/RONEY	$104.90
SIEMENS, DONALD		010616DS	231055	NONCOVERED MEDICAL 01/06/16	$64.00
		011416DS		NONCOVERED MEDICAL 01/14/16	$509.98
		AP00008102011601	231198	MEDICARE PREMIUM/SIEMENS	$104.90
WEST RICHLAND FAMILY DENTAL CTR		120715CW	231057	NONCOVERED DENTAL 12/07/15	$638.20
WEST, ROYAL		AP00002002011601	231223	MEDICARE PREMIUM/WEST	$104.90
WILLIAMSON, CRAIG E		AP00007502011601	231227	MEDICARE PREMIUM/WILLIAMSON	$104.90
				FIRE PENSION TOTAL****	**$6,656.16**
				FIREMAN'S PENSION Total ***	**$6,656.16**

FUND 612 POLICEMEN'S PENSION

Division: 217 POLICE PENSION

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BAKER, MARSHALL R		AP00006302011601	231091	MEDICARE PREMIUM/BAKER	$104.90
BATES, LAURIE VERN JR		AP00004902011601	231092	MEDICARE PREMIUM/BATES	$104.90
BEDEN, LARRY		AP00003802011601	231094	MEDICARE PREMIUM/BEDEN	$104.90
BRADFORD, LARRY		020116 LB	231101	MEDICARE PREMIUM/BRADFORD-FEB	$127.43
BRUNSON, DALE A		AP00004202011601	231102	MEDICARE PREMIUM/BRUNSON	$104.90
BUSH, LEE		AP00008402011601	231104	MEDICARE PREMIUM/BUSH	$104.90
CASE, MIKE		MEDICARE-FEB'16	231109	MEDICARE-CASE-FEB 2016	$104.90
CLEAVENGER, WILL J		AP00007302011601	231115	MEDICARE PREMIUM/CLEAVENGER W	$105.80
CLEMENTS, JOHN M		AP00007402011601	231116	MEDICARE PREMIUM/CLEMENTS	$104.90
COUCH, LARRY		AP00006602011601	231127	MEDICARE PREMIUM/COUCH	$104.90
DEMYER, JAMES J		AP00008002011601	231130	MEDICARE PREMIUM/DEMYER	$104.90
DRIVER, DOUGLAS D		AP00008802011601	231135	MEDICARE PREMIUM/DRIVER	$121.80
DUCHEMIN, ROGER		121115RD	231042	NON COVERED VISION DOS 12/11	$415.00
		AP00000802011601	231136	MEDICARE PREMIUM/DUCHEMIN	$104.90
GANLEY, JOHN M		AP00007902011601	231148	MEDICARE PREMIUM/GANLEY	$104.90
HIGGINS, FRED C		AP00007802011601	231154	HIGGINS MEDICARE PREMIUM	$104.90
JAMES M CAREY DMD		111015HJ	231046	NONCOVERED DENTAL 11/10/15	$1,200.00
		120815LB		NONCOVERED DENTAL 12/08/15	$83.40
LARSON, SCOTT K		011316SC	231048	NONCOVERED RX 815404-09765	$902.29
LEWIS, DAVID L		AP00004302011601	231169	MEDICARE PREMIUM/LEWIS	$105.80
LOHDEFINCK, RICHARD N		AP00002302011601	231170	MEDICARE PREMIUM/LOHDEFINCK	$104.90
LOURDES HEALTH WELLNESS		080415JD	231049	NON COVERED RX DOS 8/3-8/8	$142.52
MATHESON, HAN & GIESA PLLC		111815DL	231050	NONCOVERED DENTAL 11/18/15	$732.00
MOORE, ROBERT		AP00007102011601	231174	MEDICARE PREMIUM/MOORE	$104.90
PRESCRIPTION PHARMACY PLLC		110215JC	231053	NON COV RX 11/2,11/20,12/28	$958.97
		110215RT		NONCOVERED RX 670600, 459402	$227.92

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PRESCRIPTION PHARMACY PLLC		111515WC	231053	NON COVERED RX 191102	$14.98
		120115GT		NON COVERED RX DOS 12/01/15	$5.59
SPARKS, DAVID W		AP00005902011601	231199	MEDICARE PREMIUM/SPARKS	$104.90
THOMAS, GERALD D		AP00003202011601	231208	MEDICARE PREMIUM/THOMAS G	$104.90
TURNER, ROY		AP00003102011601	231212	MEDICARE PREMIUM/TURNER	$104.90
UPTOWN VISION CENTER		120115JM	231056	NONCOVERED VISION 12/01/15	$120.00
WILMOTH, ROD		AP00004502011601	231228	MEDICARE PREMIUM/WILMOTH	$104.90
ZIMMERMAN, GERALD		AP00005002011601	231231	MEDICARE PREMIUM/ZIMMERMAN	$121.80
				POLICE PENSION TOTAL****	**$7,273.50**
				POLICEMEN'S PENSION Total ***	**$7,273.50**

FUND 634 WINE SCIENCE CENTER PDA

Division: 912 WINE SCIENCE CENTER PDA

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
STATE AUDITOR'S OFFICE		I112429	231201	AUDIT SERVICES-WINE SCIENCE DA	$708.80
				WINE SCIENCE CENTER PDA TOTAL****	**$708.80**
				WINE SCIENCE CENTER PDA Total ***	**$708.80**

FUND 641 SOUTHEAST COMMUNICATIONS CTR

Division: 600 SECOMM OPERATIONS GENERAL

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BI STATE OCCUPATIONAL SAFETY & HEALTH		2077-B	230946	DOT EXAMS/UA'S/INFLUENZA	$440.00
CENTURYLINK		0116/509-786-2112	230953	GENERAL 01/6-02/5/16	$92.73
		0116-509-624-3863	231110	GENERAL 01/16-02/16/16	$7.31
CHARTER COMMUNICATIONS		0116-180070706114	231111	CABLE SERVICE 01/30-02/29/16	$20.03
CITY OF KENNEWICK		012087	230955	1ST QTR 2016 BI-PIN S/W MAINT	$481.50
FRONTIER		01/16 2061882381	230977	E911/GENERAL 01/10-02/9/16	$240.11
		01/16 5096282600	230979	LONG DISTANCE 01/10-02/9/16	$947.32
LANDESK SOFTWARE INC	P056060	90635436	231168	SKU S-STDWSPSSS-C-R	$333.04
	P056060			SKU S-STDSVPSSS-C-R	$260.64
SPRAGUE PEST SOLUTIONS		2757957	231013	PEST CONTROL SRVCS-JAN	$42.51
VANGUARD CLEANING SYSTEM OF INLAND NW		57303	231026	BCES JANITORIAL SRVCS-JAN	$375.00
VERIZON WIRELESS		9758378565	231217	CELL PHONES 12/7-01/6/15	$284.70
				SECOMM OPERATIONS GENERAL TOTAL****	**$3,524.89**

Division: 601 E911 OPERATIONS

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CORPORATE TRANSLATION SERVICES INC		84099	231125	TRANSLATION SRVCS-DEC 2015	$197.23
FRONTIER		01/16 2061882381	230977	E911/GENERAL 01/10-02/9/16	$240.11
NETCASTERS INC		51705	231003	ONLINE TRAINING MGMT-JAN 2016	$220.00
				E911 OPERATIONS TOTAL****	**$657.34**

Division: 602 SECOMM AGENCY

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MOTOROLA SOLUTIONS INC	P055065	41217978	231175	NICE TELEPHONY LOGGING UPGRADE	$63,108.50
	P055065	41217979		NICE TELEPHONY LOGGING UPGRADE	$63,108.50

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MOTOROLA SOLUTIONS INC	P055065	41217979	231175	TAX ON PROJECT	$18,849.37
				SECOMM AGENCY TOTAL****	**$145,066.37**
				SOUTHEAST COMMUNICATIONS CTR Total ***	**$149,248.60**
FUND 642	**800 MHZ PROJECT**				
Division: 610	800 MHZ				
LANDESK SOFTWARE INC	P056060	90635436	231168	SKU S-STDSVPSSS-C-R	$260.64
	P056060			SKU S-STDWSPSSS-C-R	$333.04
LEGACY TELECOMMUNICATIONS INC	P055882	18576	230996	GOLGOTHA BUTTE COMMUNICATIONS	$340.00
	P055882			GOLGOTHA BUTTE COMMUNICATIONS	$210.00
	P055882			TAX	$47.30
				800 MHZ TOTAL****	**$1,190.98**
				800 MHZ PROJECT Total ***	**$1,190.98**
FUND 643	**EMERGENCY MANAGEMENT**				
Division: 620	STATE / LOCAL ASSISTANCE				
CHARTER COMMUNICATIONS		0116-180070706114	231111	CABLE SERVICE 01/30-02/29/16	$20.02
ECN INTERMEDIATE HOLDING COMPANY INC		ECN-021682	230969	CODE RED SRVCS 1/1-12/31/16	$10,500.00
		ECN-022111		IPAWS ANNL FEE 1/1-12/31/16	$1,000.00
FRONTIER		01/16 5096282600	230979	LONG DISTANCE 01/10-02/9/16	$236.82
VANGUARD CLEANING SYSTEM OF INLAND NW		57303	231026	BCES JANITORIAL SRVCS-JAN	$62.50
VERIZON WIRELESS		9758378565	231217	CELL PHONES 12/7-01/6/15	$98.91
				STATE / LOCAL ASSISTANCE TOTAL****	**$11,918.25**
Division: 621	RADIOLOGICAL EMGCY PREPAREDNES				
CHARTER COMMUNICATIONS		0116-180070706114	231111	CABLE SERVICE 01/30-02/29/16	$20.02
FRONTIER		01/16 5096282600	230979	LONG DISTANCE 01/10-02/9/16	$236.83
VANGUARD CLEANING SYSTEM OF INLAND NW		57303	231026	BCES JANITORIAL SRVCS-JAN	$62.50
VERIZON WIRELESS		9758378565	231217	CELL PHONES 12/7-01/6/15	$176.35
				RADIOLOGICAL EMGCY PREPAREDNES TOTAL****	**$495.70**
Division: 622	DOE EMERGENCY PREPAREDNESS				
CHARTER COMMUNICATIONS		0116-180070706114	231111	CABLE SERVICE 01/30-02/29/16	$20.03
FRONTIER		01/16 5096282600	230979	LONG DISTANCE 01/10-02/9/16	$236.83
VANGUARD CLEANING SYSTEM OF INLAND NW		57303	231026	BCES JANITORIAL SRVCS-JAN	$62.50
VERIZON WIRELESS		9758378565	231217	CELL PHONES 12/7-01/6/15	$25.36
				DOE EMERGENCY PREPAREDNESS TOTAL****	**$344.72**
Division: 623	JURISIDICTION				
CHARTER COMMUNICATIONS		0116-180070706114	231111	CABLE SERVICE 01/30-02/29/16	$20.03
ECN INTERMEDIATE HOLDING COMPANY INC		ECN-021682	230969	CODE RED SRVCS 1/1-12/31/16	$10,500.00
FRONTIER		01/16 5096282600	230979	LONG DISTANCE 01/10-02/9/16	$236.83

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LANDESK SOFTWARE INC	P056060	90635436	231168	ADJUST FOR TAX	$0.01
	P056060			SKU S-STDWSPSSS-C-R	$333.03
	P056060			SKU S-STDSVPSSS-C-R	$260.64
SPRAGUE PEST SOLUTIONS		2757957	231013	PEST CONTROL SRVCS-JAN	$42.50
VANGUARD CLEANING SYSTEM OF INLAND NW		57303	231026	BCES JANITORIAL SRVCS-JAN	$62.50
				JURISIDICTION TOTAL****	**$11,455.54**
Division: 630 HOMELAND SECURITY PREPARDNESS					
STOVALL, CAROLYN S		012616	231203	TRAVEL REIMB TO TCCC	$528.12
				HOMELAND SECURITY PREPARDNESS TOTAL****	**$528.12**
				EMERGENCY MANAGEMENT Total ***	**$24,742.33**
FUND 803 UTILITY BILL CLEARING FUND					
Division: 000					
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY11640	231071	Customer Refund	$176.25
		CISPAY11641	231066	Customer Refund	$26.88
		CISPAY11642-	231065	Customer Refund	$42.00
		CISPAY11642-1		Customer Refund	$11.85
		CISPAY11643	231067	Customer Refund	$20.00
		CISPAY11644	231070	Customer Refund	$0.20
		CISPAY11645	231061	Customer Refund	$312.85
		CISPAY11646	231082	Customer Refund	$29.30
		CISPAY11647	231076	Customer Refund	$110.26
		CISPAY11648	231080	Customer Refund	$91.70
		CISPAY11649	231069	Customer Refund	$101.51
		CISPAY11650	231078	Customer Refund	$83.13
		CISPAY11651	231072	Customer Refund	$29.52
		CISPAY11652	231079	Customer Refund	$16.65
		CISPAY11653	231073	Customer Refund	$150.00
		CISPAY11654	231083	Customer Refund	$34.32
		CISPAY11655	231077	Customer Refund	$45.70
		CISPAY11656	231068	Customer Refund	$72.50
		CISPAY11657	231075	Customer Refund	$60.76
		CISPAY11658	231063	Customer Refund	$92.03
		CISPAY11659	231074	Customer Refund	$51.18
		CISPAY11660	231241	Customer Refund	$89.07
		CISPAY11661	231242	Customer Refund	$78.72
		CISPAY11662	231234	Customer Refund	$11.56
		CISPAY11663	231238	Customer Refund	$30.87
		CISPAY11664	231246	Customer Refund	$0.02

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY11665	231250	Customer Refund	$30.82
		CISPAY11666	231239	Customer Refund	$55.78
		CISPAY11667	231247	Customer Refund	$177.46
		CISPAY11668	231251	Customer Refund	$48.01
		CISPAY11669	231235	Customer Refund	$144.89
		CISPAY11670	231232	Customer Refund	$110.06
				Customer Refund	$33.70
				Customer Refund	$86.70
		CISPAY11671	231254	Customer Refund	$106.77
		CISPAY11672	231245	Customer Refund	$0.67
		CISPAY11673	231240	Customer Refund	$129.63
				UNASSIGNED TOTAL****	**$2,693.32**
				UTILITY BILL CLEARING FUND Total ***	**$2,693.32**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				Invoice Total: ****	$1,187,895.30

	Number of Invoices	Amount
Vouchers In Richland	166	$239,271.67
Vouchers In Tri Cities	92	$132,672.38
Vouchers In WA	143	$238,832.12
Vouchers Outside WA	273	$577,119.13
Vouchers Final Total.................	674	$1,187,895.30

Ob ject Category	Title	Total	Percentage
2	BENEFITS	$18,189.85	1.53%
3	SUPPLIES	$213,535.50	17.98%
4	OTHER SERVICES & CHARGES	$462,817.70	38.96%
5	INTERGOVERNNMENTAL SERVICES	$13,705.25	1.15%
6	CAPITAL PROJECTS	$250,263.43	21.07%
	MACHINERY & EQUIPMENT	$178,280.69	15.01%
	REFUNDS	$2,693.32	0.23%
9	INTERFUND SERVICES	$5,363.25	0.45%
	INVENTORY PURCHASES	$43,046.31	3.62%
	Total	$1,187,895.30	

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/16/2016

Agenda Category: Items of Business

Key Element: Key 3 - Economic Vitality

Subject:
Resolution No. 43-16, Authorizing the City Manager to Sign and Execute a Second Amendment to the Purchase and Sale Agreement (Contract No. 54-15) with the Crown Group Inc. for 650 George Washington Way

Department:	Ordinance/Resolution Number:	Document Type:
Community & Development Services	43-16	Resolution

Recommended Motion:
Motion to approve/reject Resolution No. 43-16 authorizing the City Manager to sign and execute a second amendment to Contract No. 54-15 to extend the Initial Contingency Period for a duration of time determined at Council's discretion.

Summary:
On March 17, 2015, Council authorized the City Manager to enter into a Purchase and Sale Agreement (Contract No. 54-15) with The Crown Group for the sale and development of 650 George Washington Way. Part of that contract included a feasibility study for a public market, and a 90-day Initial Contingency Period for Purchaser to determine the suitability of the site for their proposed development.

The Crown Group is requesting a second amendment to the Purchase and Sale Agreement by requesting an extension of the Initial Contingency Period for Purchaser to determine the suitability of the site for the proposed development.

The first amendment to the Agreement was granted by the Council on August 5, 2015 to extend the first 90-day Initial Contingency Period to February 26, 2016. The Crown Group is requesting an additional extension (see attachment #3).

Fiscal Impact: Approval of this action may result in a delay in revenue received from the sale of this City-owned property.

Attachments:
1. Resolution No. 43-16
2. Second Amendment to Contract No. 54-15
3. Email from Mark Lambert_Feb 04 2016

RESOLUTION NO. 43-16

A RESOLUTION of the City of Richland authorizing execution of a second amendment to the Purchase and Sale Agreement by and between the City of Richland and The Crown Group, Inc.

WHEREAS, Richland City Council adopted Resolution No. 33-15 on March 17, 2015, authorizing execution of a Purchase and Sale Agreement ("Original Agreement") by and between the City of Richland and The Crown Group, Inc. (Contract No. 54-15); and

WHEREAS, on August 5, 2015, the City of Richland and The Crown Group, Inc. executed a First Amendment to Purchase and Sale Agreement that extended the initial 90-day contingency period under Section 4.4 of the Original Agreement to February 26, 2016; and

WHEREAS, both parties agree that an additional extension of the initial contingency period is warranted based on the timeliness of Richland's effort to gather input related to a comprehensive vision for the City's waterfront district.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Second Amendment to the Purchase and Sale Agreement by and between the City of Richland and The Crown Group, Inc. extending the initial contingency period provided for in Section 4.4 of the Original Agreement from February 26, 2016 to ________________, 2016.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 16th day February, 2016.

____
ROBERT J. THOMPSON
Mayor

ATTEST:

____
MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

____
HEATHER KINTZLEY
City Attorney

Second Amendment to Purchase and Sale Agreement

This Second **Amendment** to the March 27, 2015 Purchase and Sale Agreement ("Amendment") is made and entered it on this _____ day of __________, 2016 by and between the **City of Richland**, a Washington municipal corporation ("Seller") and **The Crown Group, Inc.**, an Illinois corporation ("Purchaser").

For valuable consideration, the receipt of which is hereby acknowledged, the City and The Crown Group, Inc. agree to modify the existing Purchase and Sale Agreement as descried below.

Section 4.4 consists of three paragraphs. The first paragraph in Section 4.4, entitled Purchaser's Right to Determine, shall be modified as follows:

> **4.4. Purchaser's Right To Determine.** Purchaser shall have until ~~February 26, 2016~~ ______________________ to determine the suitability of the Property for Purchaser's intended use, including but not limited to: (1) zoning, (2) easements, restrictions and covenants of record, (3) floodplain-floodway, (4) financing, (5) soils, (6) environmental, and (7) Governmental Approvals, as further defined in Section 4.8. Seller shall, within ten (10) business days of the date of the executed Agreement, provide to Purchaser copies of all available documentation and reports relating to the Property, including, but not limited to, soils tests, environmental reports and similar reports. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser's may, at its option, terminate this Agreement by giving Seller written notice of termination prior to the end of the initial Contingency Period. Further, if, prior to the conclusion of the initial Contingency Period, Purchaser determines in its sole and absolute discretion that the Property is not suitable for Purchaser's intended use and gives written notice thereof to Seller on or prior to the expiration of the initial Contingency Period in accordance with the notice requirement herein, then this Agreement shall terminate and be of no further force and effect, and the Earnest Money shall be immediately refunded to Purchaser. In the event Purchaser fails to give such notice, this Agreement shall remain in full force and effect and this condition shall be deemed waived by Purchaser, in which event the Earnest Money shall be non-refundable in accordance with this section, absent a default by Seller, but shall be applicable to the Purchase Price.

The remaining paragraphs in Section 4.4, along with all other terms and conditions of the Purchase and Sale Agreement executed March 27, 2015 remain unchanged and in full force and effect. All rights, obligations and liabilities arising out of the contract are the direct rights and obligations of The Crown Group, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of this ____ day of __________, 2016.

CITY OF RICHLAND – SELLER	**THE CROWN GROUP, INC. – PURCHASER**
____________________________	______________________________
By: Cynthia D. Reents, ICMA-CM	By: Mark Lambert
Its: City Manager	Its: President

APPROVED AS TO FORM

____
Heather Kintzley
Richland City Attorney

From: Mark Lambert [mailto:MarkLambert@crowngroup.com]
Sent: Thursday, February 4, 2016 8:00 AM
To: Jensen, Kerwin <kjensen@CI.RICHLAND.WA.US>
Cc: Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>; Brault Adam (adam@andyet.com) <adam@andyet.com>; Mark Lambert <MarkLambert@crowngroup.com>
Subject: Contract for 650 GWW, City of Richland and The Crown Group

Kerwin,

Please accept this email as our formal request to extend the subject contract for a minimum period of 3 months and a maximum period of 6 months. I would recommend 6 months so the City has ample time to review the River Study and to further research its interest in a Public Market.

Thank You,

Mark

Mark Lambert
President
The Crown Group
1564 W. Algonquin Road
Hoffman Estates, IL 60192
ph: 847-934-2525 ext.1
fax: 847-358-4591
e-mail: marklambert@crowngroup.com
web site: www.crowngroup.com

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/16/2016

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

Council Date: 02/16/2016

Agenda Category: Reports and Comments

Key Element:

Subject:
City Council

Department:
City Council

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/16/2016

Agenda Category: Reports and Comments

Key Element:

Subject:
Mayor

Department:
City Council

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments: