



Agenda
City Council Regular Meeting
Tuesday, June 21, 2016
City Hall Council Chamber | 505 Swift Boulevard

City Council Pre-Meeting - 6:45 p.m. (Discussion Only – Annex Building)

Agenda Item:

1. Executive Session Per RCW RCW 42.30.110(1)(i)(iii) – Potential Litigation (30 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. Fourth of July Fireworks Update (5 minutes)
 - Chris Skinner, Police Services Director
 - Tom Huntington, Fire and Emergency Services Director
4. CityView Video: Confluent Makerspace
 - Hollie Logan, Communications & Marketing Manager

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

5. Proposed Increase in the 2016 General Fund Budget Appropriation - Ordinance No. 33-16
 - Kerwin Jensen, Community Development Director
6. Proposed Increase in 2016 Budget Appropriation in Stormwater Capital Improvement Plan - Ordinance No. 35-16
 - Pete Rogalsky, Public Works Director

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

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

Minutes:

7. Approve the Minutes of the Council Meeting Held June 7, 2016
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

8. Ordinance No. 31-16, Amending RMC Title 28, Telecommunications, Regarding Cable Video Services
 - Heather Kintzley, City Attorney
9. Ordinance No. 33-16, Amending the 2016 General Fund Budget Appropriation for Professional Services to Update the Comprehensive Plan
 - Kerwin Jensen, Community Development Director
10. Ordinance No. 34-16, Approving a 10-year Franchise Agreement with Charter Communications
 - Heather Kintzley, City Attorney
11. Ordinance No. 35-16, Amending the 2016 Budget for the Stormwater Fund
 - Pete Rogalsky, Public Works Director

Ordinances - Second Reading/Passage:

12. Ordinance No. 25-16, Amending RMC Chapter 11.30, Stopping, Standing, or Parking Restricted or Prohibited for Portions of Chelan Loop
 - Pete Rogalsky, Public Works Director
13. Ordinance No. 29-16, Amending the 2016 Budget and Revising the 2016 Capital Improvement Plan Regarding the Richland Public Library Makerspace Project
 - Joe Schiessl, Parks and Public Facilities Director
14. Ordinance No. 30-16, Amending the 2016 Budget for the Industrial Development Fund
 - Kerwin Jensen, Community Development Director
15. Ordinance No. 32-16, Amending RMC Title 9: Crime, Related to Assault-Domestic Violence
 - Heather Kintzley, City Attorney

Resolutions – Adoption:

16. Resolution No. 114-16, Authorizing Trail Lease Agreement with Washington State Department of Transportation for Vantage Highway Pathway Project
 - Pete Rogalsky, Public Works Director
17. Resolution No. 122-16, Authorizing Execution of an Interlocal Cooperative Agreement with the Port of Benton for the Development of a Master Plan and Capital Facilities Plan for the 1,341-Acre Property North of Horn Rapids Road
 - Kerwin Jensen, Community Development Director
18. Resolution No. 130-16, Adopting 2017 - 2022 Transportation Improvement Program
 - Pete Rogalsky, Public Works Director
19. Resolution No. 132-16, Setting a Public Hearing Date for the Reata Road Area Utility Local Improvement District No. 197 Final Assessment
 - Pete Rogalsky, Public Works Director
20. Resolution No. 135-16, Authorizing a First Amendment to Purchase and Sale Agreement with Columbia Basin College
 - Joe Schiessl, Parks and Public Facilities Director

Expenditures - Approval:

21. Expenditures from May 23, 2016 - June 10, 2016 for \$8,059,242.26 including Check Nos. 234417-234992, Wire Nos. 6168-6186, Payroll Check Nos. 106316-106848, and Payroll Wire/ACH Nos. 9467-9487
- Cathleen Koch, Administrative Services Director

Items of Business:

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/21/2016

Agenda Category: Agenda Item

Key Element:

Subject:

Executive Session Per RCW RCW 42.30.110(1)(i)(iii) – Potential Litigation (30 minutes)

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/21/2016

Agenda Category: Agenda Item

Key Element:

Subject:

Discuss Meeting Agenda Items (15 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/21/2016

Agenda Category: Presentations

Key Element:

Subject:

Fourth of July Fireworks Update (5 minutes)

Department:

Police Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/21/2016

Agenda Category: Presentations

Key Element:

Subject:

CityView Video: Confluent Makerspace

Department:

Assistant City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Video Profile of Confluent Makerspace

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/21/2016

Agenda Category: Public Hearing

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Proposed Increase in the 2016 General Fund Budget Appropriation - Ordinance No. 33-16

Department:

Community & Development Services

Ordinance/Resolution Number:

33-16

Document Type:

Presentation

Recommended Motion:

None.

Summary:

A public hearing has been scheduled on Ordinance No. 33-16, amending the City of Richland 2016 General Fund budget to provide an additional appropriation for the Community Development Department to hire a consultant to assist in the preparation of the City's 2017 comprehensive plan update.

Draft Ordinance No. 33-16 has been prepared to approve this budget amendment and is part of the Council's consent calendar.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/21/2016

Agenda Category: Public Hearing

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Proposed Increase in 2016 Budget Appropriation in Stormwater Capital Improvement Plan - Ordinance No. 35-16

Department:
Public Works

Ordinance/Resolution Number:
35-16

Document Type:
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. 35-16 is on this evening's consent calendar and proposes to appropriate existing fund balance in the Stormwater Fund and to make changes to the 2016 to 2030 Capital Improvement Plan

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/21/2016

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Approve the Minutes of the Council Meeting Held June 7, 2016

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the minutes of the Council meeting held on June 7, 2016.

Summary:

None.

Fiscal Impact:

None.

Attachments:

I. Draft 060716 Council Minutes



MINUTES
RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, June 7, 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 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, Public Works Director Rogalsky, Community Development Director Jensen and City Clerk Hopkins.

Agenda Items:

1. Discussion of Council Meeting Agenda Items

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

Ms. Reents presented a draft letter for Council's approval to send to the REACH stating the required actions they need to fulfill per the contract with the City. She also reviewed the talking points she had prepared to bring before the Richland Public Facilities District meeting.

Ms. Kintzley discussed a recent public records request the City received that involves email communications from several staff members and Councilmembers. She estimates it will take up to six months to fulfill.

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 Lemley, Anderson, Kent and Luzzo Gilmour were present.

Also present were City Manager Reents, 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.

COUNCILMEMBR KENT MOVED AND MAYOR PRO TEM CHRISTENSEN SECONDED A MOTION TO EXCUSE COUNCILMEMBER ROSE. THE MOTION CARRIED 6-0.

Pledge of Allegiance:

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

Approval of Agenda:

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER KENT SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 6-0.

Presentations:

1. Criminal justice Sales Tax Report (5 minutes)
- Chirs Skinner Police Services Director

Chief Skinner detailed what the funds are providing and what needs the funds will be used for, such as the new program to address the internet crimes against children. He explained how they are addressing this issue and the results they have achieved. He noted the funds will also be used to partner with other cities for public safety programs.

Council had a question/answer discussion with Chief Skinner.

2. New Hire/Retirements (5 minutes)
- Lacy Paulsen, Human Resource Analyst

Ms. Paulsen read the list of the new hires and gave their backgrounds: Roger Lowery, Plant Operator, Sewer Operations; Ukiah Petersen, Police Officer; Todd Hammack, heavy truck driver, solid waste collection; and Kaylene Walter.

Ms. Paulsen said Ted Engel, Police Office, retired after 30 years of service, but was unable to attend the Council meeting. She said Dave Byrant, Senior Park Planner has also retired after 36 years of service and he was in attendance at the meeting. Ms. Paulsen turned the presentation of Mr. Byrant retirement over to Mayor Thompson.

3. Dave Bryant Retirement Recognition (5 minutes)
- Mayor Thomson

Mayor Thompson read the letter of appreciation and plaque and presented them to Mr. Bryant. Mayor Thompson expressed his appreciation to Mr. Bryant.

Mr. Bryant described his past favorite parks projects and hopes to see the new Hanford Legacy Park developed. He expressed his appreciation for his career with the City

Public Hearing:

City Clerk Hopkins read the public hearing and public comments procedure.

1. Amending the 2016 Budget for the Purchase of Getac Tablets/Mobile Data Terminals
- Chris Skinner, Police Services Director

Police Chief Skinner said according to state law, a public hearing is required for Ordinance No. 26-16, pursuant to RMC 35.33.09, amending the City of Richland 2016 budget to provide for additional appropriations for the Richland Police Department to purchase replacement Mobile Data Terminals (MDTs) for use in the patrol vehicles.

Mayor Thompson opened the hearing at 7:54 p.m. and closed the hearing at 7:54:15 p.m. as there were no public comments.

2. Amending the 2016 Budget and Revising the 2016 Capital Improvement Plan Regarding the Richland Public Library Makerspace Project - Ordinance No. 29-16
- Joe Schiessl, Parks and Public Facilities Director

Mr. Schiessl gave the following report: Washington State law requires that an ordinance be adopted to increase appropriations. Ordinance No. 29-16 proposes to increase appropriations in the General Fund, specifically for the Richland Public Library (RPL) Makerspace project and other facility upgrades. The project will accommodate the growing emphasis on Science, Technology, Engineering and Mathematics (STEM) hands-on programming in the library and help to reinforce the facility as a significant contributor for programming within the City's Waterfront District.

Mayor Thompson opened the public hearing at 7:55 p.m.

Janis Kay Lunstad, Library Board Chair, spoke on behalf of the Board Members. She said they totally support the Library Makerspace Project and seek Council's support as well.

Mayor Thompson closed the public hearing at 7:56 p.m.

3. Amending the 2016-2021 Transportation Improvement Program – Resolution No. 126-16
- Pete Rogalsky, Public Works Director

Mr. Rogalsky gave the following report: The project will construct a roundabout at the eastbound ramp terminals, replacing the existing traffic signal and adding a lane onto the eastbound I-182 on-ramp. That construction would impact a portion of the Queensgate Pathway, thus causing a recently-constructed portion to be removed.

This proposed amendment to the Queensgate Pathway project would revise the northern limit to Columbia Park Trail. The remainder of the pathway would be incorporated into the Queensgate Drive Improvements project and would be constructed with the new roundabout. This change also removes the need for any right-of-way for the Queensgate

Pathway project.

Mayor Thompson opened the public hearing at 7:58 p.m. and closed the hearing at 7:58 p.m. as there were no public comments.

4. 2017-2022 Transportation Improvement Program - Resolution No. 130-16
- Pete Rogalsky, Public Works Director

Mr. Rogalsky gave the following report: The TIP has been presented at the May 11, 2016, Planning Commission workshop, the May 12, 2016, Parks and Recreation Commission regular meeting, and the May 25, 2016, Planning Commission regular meeting.

Both the Parks and Recreation Commission and the Planning Commission have recommended approval by Council. Resolution 130-16, adopting the 2017-2022 Six-Year TIP will be presented at the June 21, 2016 Regular Council meeting.

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

5. Amending the 2016 Budget for the Industrial Development Fund - Ordinance No. 30-16
- Kerwin Jensen, Community Development Director

Mr. Jensen gave the following report: A prior Interlocal Agreement with the Port of Benton obligates the City to share in the cost for the development of a Master Plan and a Rail Master Plan for the 1,341 acres of property north of Horn Rapids Road. In order to fund these projects, a budget adjustment is necessary. Ordinance No. 30-16 will authorize additional appropriations from the Industrial Development Fund for the following projects and activities:

- An appropriation of \$50,000 for the development of a Master Plan to address new road, utility and lot configurations with the undeveloped area.
- An appropriation of \$20,000 for the development of a Rail Master Plan to address industrial rail needs and connections between the 1,341-acre area and the Horn Rapids Industrial Park.

Mayor Thompson open the public hearing at 8:05 p.m. and closed the hearing at 8:05:15 p.m. as there were no public comments.

Public Comments:

Brad Hawk, 1101 Cedar Avenue, Richland, WA, said he has an ongoing issue with the City of Richland. He said he worked for the City 13 years and was terminated in 2013 without just cause. He came to see Ms. Koch to discuss a bill which ended with him being escorted out of the building by Police for being disruptive. He said he reported his concerns about this incident to Ms. Reents and would like an explanation.

Consent Calendar:

City Clerk Hopkins read the Consent items.

Minutes:

1. Approve the Council Minutes of the Meeting Held May 17 and 24, 2016
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

2. Ordinance No. 25-16, Amending RMC Chapter 11.30, Stopping, Standing, or Parking Restricted or Prohibited for Portions of Chelan Loop
 - Pete Rogalsky, Public Works Director
3. Ordinance No. 29-16 Amending the 2016 Budget and Revising the 2016 Capital Improvement Plan Regarding the Richland Public Library Makerspace Project
 - Joe Schiessl, Parks and Public Facilities Director
4. Ordinance No. 30-16, Amending the 2016 Budget for the Industrial Development Fund
 - Kerwin Jensen, Community Development Director
5. Ordinance No. 32-16, Amending RMC Title 9: Crime, Related to Assault-Domestic Violence
 - Heather Kintzley, City Attorney

Ordinances - Second Reading/Passage:

6. Ordinance No. 24-16, Amending RMC Chapter 11.08, Speed Regulations
 - Pete Rogalsky, Public Works Director
7. Ordinance No. 28-16, Proposed Increase in Appropriations of the Park Project Construction Fund and Revising the 2016 Capital Improvement Program
 - Joe Schiessl, Parks and Public Facilities Director

Ordinances - Third Reading/Passage:

8. Ordinance No. 26-16, Amending the 2016 Budget for the Purchase of Getac Tablets/Mobile Data Terminals (MDTs)
 - Chris Skinner, Police Services Director

Resolutions – Adoption:

19. Resolution No. 02-16, Authorizing Purchase Agreement with Virginia Transformer Corporation for Procurement of Snyder Substation Bank 2 Power Transformer
 - Bob Hammond, Energy Services Director
10. Resolution No. 105-16, Authorizing Execution of Agreement with Hyas Group, LLC to Provide Investment Consulting Services for the 401(a) Plans Nos. 107162 and 107151 and 457 Plan No. 300042

- Cathleen Koch, Administrative Services Director
- 11. Resolution No. 115-16, Authorizing Purchase and Sale Agreement with John H. Douglas and Heather N. Douglas for the Vantage Highway Pathway - Phase 1 Project
 - Pete Rogalsky, Public Works Director
- 12. Resolution No. 118-16, Authorizing Execution of an Interlocal Agreement with Benton PUD and Franklin PUD for Future Partnerships Relating to Electric Vehicle Charging Stations
 - Bob Hammond, Energy Services Director
- 13. Resolution No. 123-16, Authorizing a Water Delivery Agreement with the Kennewick Irrigation District for the Lorayne J Subdivision
 - Pete Rogalsky, Public Works Director
- 14. Resolution No. 124-16, Authorizing the City Manager to Execute a Consultant Agreement with the Langdon Group for the Rachel Road Alignment Study
 - Pete Rogalsky, Public Works Director
- 15. Resolution No. 126-16, Amending 2016-2021 Transportation Improvement Program
 - Pete Rogalsky, Public Works Director
- 16. Resolution No. 127-16, Authorizing an Administrative Services Only (ASO) Agreement with Cigna Health and Life Insurance
 - Cathleen Koch, Administrative Services Director
- 17. Resolution No. 128-16, Authorizing Execution of Agreement with Hyas Group, LLC. to Provide Investment Consulting Services for the 457 Plans No. 0036864-001-457
 - Cathleen Koch, Administrative Services Director
- 18. Resolution No. 129-16, Awarding Bid to Culbert Construction Inc. for Duportail Street Reconstruction Project
 - Pete Rogalsky, Public Works Director

Items for Approval:

- 19. Authorize Travel for Mayor Bob Thompson
 - Cindy Reents, City Manager

Expenditures - Approval:

- 20. Expenditures from May 9, 2016 - May 20, 2016 for \$4,197,019.91 including Check Nos. 233942-234416, Wire Nos. 6164-6167, Payroll Check Nos. 105783-106315, and Payroll Wire/ACH Nos. 9454-9466
 - Cathleen Koch, Administrative Services Director

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER KENT SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THE MOTION CARRIED 6-0.

Items of Business:

1. Resolution No. 131-16, Funding Recommendations for Hotel-Motel 2016 Awards
- Jon Amundson, Assistant City Manager

Ms. Logan said the Lodging Tax Advisory Committee recommends Council allocate \$2,000 from the first two percent (2%) of lodging tax funding, as described in the 2016 Hotel/Motel Fund Worksheet and meeting minutes from the May Lodging Tax Advisory Committee meeting.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER THOMPSON SECONDED A MOTION TO APPROVE RESOLUTION NO. 131-16. THE MOTION CARRIED 6-0.

2. Resolution No. 125-16, Authorizing a Third Amendment to the Purchase and Sale Agreement with The Crown Group, Inc. for 650 George Washington Way
- Kerwin Jensen, Community Development Director

Mr. Jensen gave the following report: 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, Inc. for the sale and development of 650 George Washington Way. Part of that contract included a 90-day initial contingency period for The Crown Group, Inc. to determine the suitability of the site for their proposed development, and the opportunity for The Crown to pursue the feasibility of developing a public market at 650 George Washington Way.

Two previous extensions to the existing Purchase and Sale Agreement have already been given, and the current initial 90- day contingency period is set to expire on June 25, 2016. During the time granted under each previous extension, The Crown Group, Inc. actively pursued creation of a public-private partnership with the City of Richland as a component of ascertaining the feasibility of developing a public market at 650 George Washington Way.

In an email dated May 20, 2016, The Crown Group, Inc. notified the City that it is prepared to advance with a development plan for 650 George Washington Way that aligns with Crown's original concept, which is mixed use development with a combination of office space, retail and/or residential. Based on this shift in focus, The Crown Group, Inc. has asked the City of Richland to extend the current initial 90-day contingency period to and through August 18, 2016.

The City remains supportive of the original development concept proposed by The Crown Group, Inc., and desires to see successful development at 650 George Washington Way.

Staff recommends approval of this third extension based on The Crown Group, Inc.'s representation that it is moving forward with its original development concept.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER KENT SECONDED A MOTION TO APPROVE RESOLUTION NO. 125-16. THE MOTION CARRIED 6-0.

Reports and Comments:

1. City Manager Reents had no comments.
2. Council:

Councilmembers Anderson, Kent and Lemley gave their personal appreciation to Dave Bryant for his contribution to the City.

Councilmember Kent said the Benton County household hazardous waste drop-off is schedule for Saturday, June 11, 2016, 9:00 a.m. at the Uptown Shopping Center in the west parking lot on the Jadwin Aveune side.

Councilmember Luzzo Gilmour gave details about the summer reading program at the Richland Library, the Live @ 5 performances at HAPO amphitheater, and the boat regalia event.

Councilmember Lemley said he attended the State of the Cities event at the Pasco Red Lion on June 25, 2016, and gave the details of the event.

Adjournment:

Mayor Thompson adjourned the meeting at 8:20 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PULISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/21/2016

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 31-16, Amending RMC Title 28, Telecommunications, Regarding Cable Video Services

Department:
City Attorney

Ordinance/Resolution Number:
31-16

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 31-16, amending Richland Municipal Code Title 28 related to Telecommunications.

Summary:

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

As part of the process, The Buske Group recommended that the City examine and revise the Richland Municipal Code as it relates to telecommunication companies providing cable video services. The Federal Cable Act of 1984 authorizes local government to enter into franchise agreements with video providers who utilize municipal rights-of-way, and to set certain conditions on their use.

The proposed amendments to Title 28 bring the existing code into alignment with current law and established practice throughout the country. Further, by codifying these provisions, the City is able to streamline, simplify, and ensure equity in franchise agreements with future cable providers who want to offer services within Richland's market.

Staff recommends approval of Ordinance 31-16 for first reading.

Fiscal Impact:

None.

Attachments:

- I. Ordinance 31-16

ORDINANCE NO. 31-16

AN ORDINANCE OF THE CITY OF RICHLAND amending Title 28: Telecommunications, regulating the occupancy and use of public rights-of-way by cable systems and open video systems, providing for establishment of customer service standards; establishing franchise and licensing requirements for Operators of such systems and prescribing minimum charges, terms, and conditions for and upon the construction, maintenance, and repair of such systems; amending the Richland Municipal Code by amending applicable enforcement provisions; and adding a new chapter thereto, to be known as Chapter 28.12, Cable Systems and Open Video Systems.

WHEREAS, the City of Richland wishes to promote the availability of high-quality and diverse cable services to City residents, businesses, the City of Richland, and other public institutions; and to promote the availability of diverse information resources to the community, including through the development of advanced systems that can support public, educational, and governmental programming and high-speed access to the internet; and

WHEREAS, the City of Richland wishes to provide opportunities to the public to obtain access to cable system facilities for the purpose of disseminating and receiving information; to promote competitive cable rates and services; to take advantage of opportunities presented by cable and open video systems to provide for more open government; to enhance educational opportunities throughout the community and provide opportunities for building a stronger community; and to allow flexibility to respond to changes in technology, subscriber interests, and competitive factors that will affect the health, welfare, and well-being of the community; and

WHEREAS, in light of federal and state law, and the changes to local procedures required by them, the City of Richland finds that it is necessary to enact the following requirements and further finds it appropriate to apply the provisions hereof to existing cable television franchisees, permittees, and licensees to the degree permitted by applicable law; and

WHEREAS, the City of Richland finds that it is in the interest of the public to franchise and to establish standards for franchising cable operators in a manner that promotes these objectives and otherwise protects the public interest.

NOW, THEREFORE, BE IT ORDAINED BY the City Council of the City of Richland:

Section 1. Richland Municipal Code-Title 28: Telecommunications shall be amended to establish a new chapter 28.12 entitled, "Cable Systems and Open Video Systems," in addition to amending section 28.10 - Enforcement to read as follows:

**Title 28
TELECOMMUNICATIONS**

Chapters:

- 28.02 General Provisions**
- 28.04 Administrative Provisions**
- 28.06 Fees and Compensation**
- 28.08 Conditions of Licenses, Master Permits and Leases**
- 28.10 Enforcement**
- 28.12 Cable Systems and Open Video Systems**

**Chapter 28.10
ENFORCEMENT**

Sections:

- 28.10.010 Police power.**
- 28.10.020 City remedies.**
- 28.10.030 Other remedies.**
- 28.10.040 No waiver.**

28.10.010 Police power.

In accepting any license, master permit or lease, the grantee acknowledges that its rights hereunder are subject to the legitimate rights of the police power of the city to adopt and enforce general ordinances necessary to protect the safety and welfare of the public and it agrees to comply with all applicable general laws enacted by the city pursuant to such power. [Ord. 11-98; Ord. 30-01].

28.10.020 City remedies.

Any person who has violated any provision of Title 28 shall have committed a civil infraction subject to a civil penalty as set forth in RMC 10.02.050(E). Provided, if the same violator has been found to have committed an infraction violation for the same or similar conduct two separate times, with the violations occurring at the same location and involving the same or similar sections of the Richland Municipal Code or other similar codes, the third or subsequent violation shall constitute a misdemeanor, punishable as provided in RMC 1.30.010 for criminal offenses. A separate and distinct violation shall be deemed committed each day on which a violation occurs or continues. In addition, the city may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of the applicable provisions of this title. Violation of the terms of this title may also result in the revocation of any license, master permit or lease, approval, or other permit issued or granted hereunder. [Ord. 11-98; Ord. 30-01].

28.10.030 Other remedies.

Nothing in this title shall be construed as limiting any judicial remedies that the city may have, at law or in equity, for enforcement of this title. [Ord. 11-98].

28.10.040 No waiver.

The failure of the city to enforce any provision of this title on any occasion shall not operate as a waiver or estoppel of this right to enforce any provision of this title on any other occasion, nor shall the failure to enforce any prior ordinance affecting telecommunications facilities or telecommunications system grantees act as a waiver or estoppel against application of this title or any other provision of applicable law. [Ord. 11-98].

Chapter 28.12

CABLE SYSTEMS AND OPEN VIDEO SYSTEMS

Sections:

- 28.12.010 Findings and purpose.
- 28.12.020 Definitions.
- 28.12.030 Franchise required.
- 28.12.040 Exceptions to franchise requirement.
- 28.12.050 Failure to obtain a franchise.
- 28.12.060 Existing franchises.
- 28.12.070 Form of franchise.
- 28.12.080 Filing an application.
- 28.12.090 Application Fee.
- 28.12.100 Nature of franchise.
- 28.12.110 Administration of ordinance; adoption of regulations.
- 28.12.120 Transfers.
- 28.12.130 General conditions upon construction, operation and repair and use of the public rights-of-way.
- 28.12.140 Protection of the City and residents.
- 28.12.150 Enforcement and remedies.
- 28.12.160 Books and records.
- 28.12.170 Reports.
- 28.12.180 Maps required.
- 28.12.190 Other records required.
- 28.12.200 Exemptions.
- 28.12.210 Privacy.
- 28.12.220 Procedures for paying franchise fees and fees in lieu of franchise fees.
- 28.12.230 Applications – generally.
- 28.12.240 Application for an initial franchise or renewal franchise.
- 28.12.250 Application for renewal franchise filed pursuant to 47 U.S.C. §546
- 28.12.260 Application for transfer.

28.12.270 Legal qualifications.
28.12.280 Franchise fee.
28.12.290 No exclusivity.
28.12.300 Rate regulation and consumer protection.
28.12.310 Additional definitions.
28.12.320 Applications for grant or renewal of franchises.
28.12.330 Transfers.
28.12.340 Minimum requirements.
28.12.350 Special termination rules.
28.12.360 Rate regulation.
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28.12.010 Findings and purpose.

The purpose of this title is to:

- A. Establish a local policy concerning cable systems and open video systems that use the public rights-of-way;
- B. Promote the availability of diverse multimedia information resources to the community over cable systems and open video systems; enhance educational opportunities throughout the community and build a stronger community;
- C. Encourage the provision of advanced and competitive cable or open video system services on the widest possible basis to the businesses, institutions and residents of the City;
- D. Encourage economic development while preserving aesthetic and other community values and prevent proliferation of above-ground facilities; and
- E. Encourage universal access to video programming services for all residents and businesses.

28.12.020 Definitions.

For the purposes of this chapter, the following terms, phrases, words, and abbreviations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; and words in the singular number include the plural number; and the masculine gender includes the feminine gender. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined in this chapter shall have the same meaning as in Title VI of the Communications Act of 1934, as amended, 47 USC §§ 521 et.seq., and, if not defined therein, their common and ordinary meaning. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances and regulations now in force or hereinafter enacted or amended.

"Access," "PEG access," or "PEG use" refers to the availability of a cable system or open video system for public, education or government use (including institutional network use) by various agencies, institutions, organizations, groups, and individuals, including the City of Richland and its designated access providers,

to acquire, create, and distribute programming not under a franchisee's editorial control, including, but not limited to:

- A. "Public access" or "public use" means access where organizations, groups, or individual members of the general public, on a non-discriminatory basis, are the primary or designated programmers or users having editorial control over their communications;
- B. "Educational access" or "educational use" means access where educational institutions are the primary or designated programmers or users having editorial control over their communications;
- C. "Government access" or "government use" means access where government institutions or their designees are the primary or designated programmers or users having editorial control over their communications;
- D. "PEG" means Public, Educational, and Government access collectively.

"Affiliate" means a person that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another person.

"Basic service" means any service tier regularly provided to all subscribers which includes the public, educational, and government access channels and the retransmission of local television broadcast signals.

"Cable Act" means Title VI of the Communications Act of 1934, 47 U.S.C. §§ 521 et seq., as amended by the Cable Television Consumer Protection and Competition Act of 1992, as further amended by the Telecommunications Act of 1996 and as further amended from time to time.

"Cable communications system" refers to open video systems (OVS) and cable systems.

"Cable system" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include:

- A. A facility that serves only to retransmit the television signals of one or more television broadcast stations;
- B. A facility that serves subscribers without using, or connecting to a facility that uses, any public right-of-way within the City of Richland;
- C. A facility of a common carrier which is subject, in whole or in part, to the provisions of Title II (Common Carriers) of the Communications Act of 1934, as amended, except that such facility shall be considered a cable system to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services;
- D. Any facilities of any electric utility used solely for operating its electric utility systems; or
- E. An OVS that is certified by the FCC. Any reference to a cable system includes the cable system as a whole, or any part thereof, including all facilities, pedestals, equipment cabinets, electronic equipment and devices appurtenant to the system.

"Cable service" means:

- A. The one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and

- B. Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

"Channel" means a time or frequency slot or technical equivalent on the cable system, discretely identified and capable of carrying full motion color video and audio, and may include other non-video subcarriers and digital information.

"City" means the City of Richland in its present incorporated form and all departments, divisions, and agencies thereof, or any later reorganized, consolidated, enlarged, or reincorporated form.

"City Manager" means the City Manager or the City Manager's designee.

"Construction, operation or repair" and similar formulations of that term mean the named actions interpreted broadly, encompassing, among other things, installation, extension, maintenance, replacement of components, relocation, undergrounding, grading, site preparation, adjusting, testing, make-ready, and excavation.

"Downstream channel" means a channel designed and activated to carry a transmission from the headend to other points on a cable communications system, including interconnections.

"FCC" means the Federal Communications Commission.

"Franchise" refers to an authorization granted by the City to the operator of a cable communications system giving the operator the non-exclusive right to occupy the space, or use facilities upon, across, beneath, or over public rights-of-way in the City, to provide specified services within a franchise area.

"Franchise area" means the area of the City that a franchisee is authorized to serve by the terms of its franchise or by operation of law.

"Franchisee" or "grantee" refers to a person holding a cable communications system franchise granted by the City.

"Franchise fee."

- A. In consideration of the grant and exercise of a franchise to construct, install, operate, or provide services using facilities in the public rights-of-way, a franchisee shall pay to the City a franchise fee expressed as a percentage of gross revenues. The franchise shall specify the fee to be paid, and the gross revenues to be included in the fee calculation. If a franchise granted pursuant to this chapter specifies a franchise fee established as the result of limiting applicable law, the City shall have the option to renegotiate the amount of the franchise fee upon a change in applicable law. Nothing herein requires a person to pay amounts in excess of any limits that may be established by state or federal law.
- B. UVPP Fees. A UVPP (unaffiliated video program provider) that provides services using a cable communications system for which charges are assessed to subscribers, but are not received by the franchisee, shall pay a fee in lieu of a franchise fee on such service pursuant to the franchise fee calculation contained in the franchisee's franchise.

"Gross Revenues" means all cash, credits, property, or other consideration of any kind or nature received directly or indirectly by a franchisee or its affiliates, from any source whatsoever arising from, attributable to, or in any way derived from a franchisee's operation of a cable communications system to provide cable service within the franchise area. Gross revenues include, but are not limited to, fees charged to subscribers for basic service; fees charged to subscribers for any optional, premium, per-channel, or per-program service; monthly fees charged to subscribers for any tier of service other than basic service; installation, disconnection, re-connection, and change-in-service fees; leased channel fees; fees, payments, or other payment received as consideration from programmers for carriage of programming on

the cable communications system; converter rentals or sales; studio rental, production equipment, and personnel fees; advertising revenues, including a per capita share of advertising revenues for advertising carried on more than one cable communications system; revenues from home shopping channel channels; sales of programming guides; late fees; and such other revenue sources as may now exist or hereafter develop. The definition shall be interpreted in a manner which manner that permits the City to collect the maximum franchise fee permitted by law, irrespective of the source of revenue. Gross revenues, however, shall not include any bad debt (defined as unpaid subscriber or advertiser accounts), any taxes on services furnished by a franchisee or UVPP and imposed directly upon any subscriber or user (as opposed to the franchisee or UVPP) by the state, City, or other governmental unit and collected by a franchisee or UVPP on behalf of said governmental unit. The franchise fee is not such a tax, and the amount paid as a franchise fee shall not be deducted from gross revenues.

“License” has the meaning set forth in Title 28 of the City Code. A franchise granted pursuant to this chapter shall, with respect to the cable services provided by a cable communications system operator, be in lieu of the license required by Title 28.

“Operator,” when used with reference to a system, refers to a person:

- A. Who, directly or through one or more affiliates, provides service over a cable communications system and directly or through one or more affiliates owns a significant interest in such facility; or
- B. Who otherwise controls or is responsible for, through any arrangement, the management and operation of such a system.

“OVS” means an Open Video System. A reference to an OVS includes pedestals, equipment enclosures (such as equipment cabinets), amplifiers, power guards, nodes, cables, fiber optics and other equipment necessary to operate the OVS, or installed in conjunction with the OVS.

“Person” includes any individual, corporation, partnership, association, joint stock company, trust, or any other legal entity, but does not include the City.

“Public rights-of-way” means “right-of-way” or “public way” as defined in Title 28 of the City Code.

“Public property” means “city property” as defined in Title 28 of the City Code.

“Revocation” means the City’s affirmative act of terminating a franchise.

“School” means any public accredited primary school, secondary school, college, and university.

“Subscriber” means the City or any person who is lawfully receiving, for any purpose or reason, any cable service via a cable communications system with franchisee’s express permission, whether or not a fee is paid for such service.

“Termination” means the conclusion of a franchise by any means, including, but not limited to, by expiration of its term, abandonment, or revocation.

“Transfer” means any transaction in which:

- A. All or a portion of any facilities or any rights to use or operate facilities located in the public rights-of-way are sold, conveyed, transferred, assigned, encumbered (except as set forth herein) or leased, in whole or in part, directly or indirectly, by one or more transactions to another person, whether voluntarily or by operation of law or otherwise; or
- B. There is any change, acquisition, or transfer in the identity of the person in control of the franchisee, or any person that controls franchisee, including, without limitation, forced or voluntary sale, merger, consolidation, or receivership; or

- C. The rights or obligations under the franchise are sold, conveyed, transferred, assigned, encumbered (except as set forth herein) or leased, in whole or in part, directly or indirectly, by one or more transactions to another person, whether voluntarily or by operation of law or otherwise. It will be presumed, for purposes of clause (2) above, that any transfer or cumulative transfer of a voting interest by a person or group of persons acting in concert of twenty percent (20%) or more of franchisee, or person that controls franchisee, or any change in the managing general partners of a franchisee is a change of control.

"Transfer" does not include:

- A. A lease to a UVPP pursuant to 47 U.S.C. §§ 532 or 573;
- B. The transmission of a commodity or electronic signal using facilities on a common carrier basis;
- C. A lease or other right to use a franchisee's pole or conduit facilities pursuant to 47 U.S.C. § 224, or
- D. A pledge in trust, mortgage or other encumbrance against the facilities or any portion thereof, given to a bona fide institutional lender in connection with a loan or other financing required to secure the construction, operation, or repair of the facilities ("loan"), provided that such loan is subject to the rights and powers of the City pursuant to the franchise and applicable law, including, without limitation, the right of the City to approve any transfer upon foreclosure. "Transferring," "transferor" and "transferee" shall have correlative meanings.

"Upstream channel" means a channel designed and activated to carry transmissions from a point on the cable communications system, other than the headend, to the headend or another point on the cable communications system.

"User" means a person or the City utilizing a channel, capacity or equipment and facilities for purposes of producing or transmitting material, as contrasted with the receipt thereof in the capacity of a subscriber.

28.12.030 Franchise required.

No person may construct or operate a cable communications system in the City without first obtaining a grant of a franchise from the City pursuant to this chapter.

28.12.040 Exceptions to franchise requirement.

The following persons or entities shall not be required to obtain a franchise under this Title:

- A. The City of Richland.
- B. A UVPP (unaffiliated video program provider) that is only delivering cable service or other communications service (as that term is used in 47 U.S.C. Section 542(h)) to subscribers.

28.12.050 Failure to obtain a franchise.

Consistent with the requirements of due process, any person who constructs or operates a cable communications system in the City without first obtaining a franchise as required by this chapter may, in the City's discretion, be subject to:

- A. Forfeiture, by operation of law, of the person's cable communication system located in the public rights-of-way that are not authorized by an existing franchise; and/or
- B. A requirement that the cable communication system be removed, at such person's cost, and that penalties and damages allowed by law be paid.

28.12.060 Existing franchises.

Grantees of franchises existing as of the effective date of this chapter shall, in addition to all the obligations and duties prescribed by the terms of their existing franchises, be subject to the substantive and procedural requirements herein, except as prohibited by applicable law. Nothing herein is intended to invalidate a lawful, existing franchise or to waive any obligations imposed by such a franchise, or deny any existing franchisee of any contractual or other rights it may have with respect to its existing franchise. Notwithstanding the foregoing, provisions of this chapter that expressly refer to a "franchise granted pursuant to this chapter" shall not apply to franchises initially granted prior to the effective date of this chapter.

28.12.070 Form of franchise.

A franchise shall be issued in the form of written agreement, approved by resolution of the City Council, and must be accepted by the franchisee to become effective.

28.12.080 Filing an application. A person seeking to (1) obtain a franchise; (2) transfer a franchise; (3) extend the term of an existing franchise, (4) renew a franchise, or (5) modify an existing franchise to add new services that are required to be authorized by a franchise pursuant to this chapter, shall submit a signed original of its application and six (6) copies to the City Clerk. The application must conform to all of the requirements of this chapter. Requests for other types of franchise modifications may be processed by the City without an application, and submitted for approval. However, nothing herein shall prevent the City from requiring an application in the event the City determines, based on the nature of the requested modification, that the public interest would best be served by the submission of an application pursuant to this chapter.

28.12.090 Application fee.

- A. Reasonable Costs. An Applicant shall pay all reasonable costs incurred by the City related to the processing of any application. Processing costs shall include, but not be limited to, the costs of services rendered by any City employee, agent or representative, including consultants and attorneys
- B. The initial deposit of the application fee for the consideration of an application for issuance, renewal, transfer, or modification of a franchise shall be in the amount of \$5,000.00, or for a license in the amount of \$1,000.00, which deposit shall be submitted with the application. The City of Richland may, as costs are incurred, draw upon the deposit to recover its administrative costs, including, but not limited to, the reasonable cost of outside consultants retained by the City related to the City's consideration and processing of a franchise. The City, at any time, may require the applicant to deposit additional sums if it appears that the initial deposit or subsequent deposits will be exhausted prior to the final action by the City relating to the consideration by the City of an application for issuance, renewal, transfer, or modification of a franchise. The applicant will not be entitled to further consideration by the City of Richland of its requested action until such time as the additional deposit required by the City has been deposited with the City. In the event the amount of the deposit of an applicant is in excess of the amount of the administrative expenses of the City related to the action requested, then the applicant shall be entitled to a return of any such excess amount. In addition, an applicant that is awarded a franchise shall pay the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of a franchise or license. Such payment shall be made to the Administrative Services Director of the City within 30 days after the City furnishes the franchisee or licensee with a statement of such expenses.

28.12.100 Nature of Franchise.

- A. Scope. A franchise granted pursuant to this chapter shall authorize and permit a franchisee to construct, operate, maintain and repair a cable communications system, or an OVS (as applicable) to provide cable service in the City, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain facilities appurtenant to such system in, on, over, under, upon, across, and along the public rights-of-way, and along such other public property that the City may authorize a franchisee to use.

- B. Nothing passes by implication. A franchise shall not convey rights other than as specified in this chapter, or in a franchise agreement; no rights shall pass by implication.
- C. Franchise not in lieu of other authorizations. A franchise shall not include, or be a substitute for:
 - 1. Compliance with requirements for the privilege of transacting and carrying on a business within the City, including, but not limited to, complying with the conditions the City may establish before constructing facilities for, or providing, non-cable services;
 - 2. Any permit, agreement or authorization required in connection with operations on or in public rights-of-way or public property, including by way of example and not limitation, encroachment permits for street construction;
 - 3. Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by the franchise.
- D. Franchisee must comply with other laws. A franchise does not relieve a franchisee of its duty to comply with all the City ordinances and regulations, and every franchisee must comply with the same. Likewise, the rights granted under a franchise are subject to the exercise of police and other powers the City now has or may later obtain, including but not limited to the power of eminent domain. Every franchise shall be deemed to incorporate all the requirements of the CityCode.
- E. Franchise not a grant of property rights. A franchise does not convey title, equitable or legal, in the public rights-of-way. Rights granted may not be subdivided or subleased.
- F. Franchise non-exclusive. No franchise shall be exclusive, or prevent the City from issuing other franchises or authorizations, or prevent the City from itself constructing, operating, or repairing its own cable communications system with or without a franchise.
- G. Franchise term. Every franchise shall be for a term of years, which term shall be ten (10) years, unless a franchise specifies otherwise.
- H. Costs borne by franchisee. Unless otherwise specifically stated in a franchise, or required by law, all acts which a franchisee is required to perform under the franchise or applicable law must be performed at the franchisee's expense.
- I. Failures to perform. If a cable communications system operator fails to perform work that it is required to perform within the time provided for performance, the City may perform the work and bill the operator therefor. The operator shall pay the amounts billed within 30 days.

28.12.110 Administration of ordinance; adoption of regulations.

- A. Adoption of regulations. The City of Richland may from time to time adopt regulations to implement the provisions of this chapter. This chapter, and any regulations adopted pursuant to this ordinance, are not contracts with any franchisee, and may be amended at any time.
- B. Delegation. The City Manager or his/her designees are hereby authorized to administer the provisions of this chapter and any franchise issued pursuant thereto, and to provide any notices (including noncompliance notices) and to take any action on the City's behalf that may be required hereunder or under applicable law.
- C. No waiver. The failure of the City, upon one or more occasions, to exercise a right or to require compliance or performance under a franchise or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing.

- D. Administration of public, educational and government access. The City may designate one or more entities, including itself, to control and manage the use of public, educational and governmental access channels, facilities and equipment.

28.12.120 Transfers.

- A. Prior approval required. Every franchise shall be deemed to be held in trust, and to be personal to the franchisee. Any transfer that is made without the prior approval of the City shall be deemed invalid. A transfer is any transaction pursuant to which:
 - 1. A cable communications system is sold or assigned (except the term does not include sale of portions of the cable system that are removed).
 - 2. There is any change, acquisition, or transfer of control of the franchisee or its direct or indirect parents, whether voluntary or by operation of law; or by merger, consolidation, voluntary or involuntary forced sale of assets or ownership interests, or by any other means. A transfer will be deemed to have occurred whenever there is a change, acquisition or transfer of control of more than a 20% ownership in the franchisee or its direct or indirect parents by any entity, or a group of entities acting in concert. However, a transfer also occurs whenever there is a change in actual working control, in whatever manner exercised, over the affairs of a franchisee or its direct or indirect parents. Without limiting the above, any change in the general partners of a franchisee will be presumed a change in control.
 - 3. The rights and/or obligations held by the franchisee under the franchise are transferred, sold, assigned, or leased, in whole or in part, directly or indirectly, to another party.
- A. Exception for mortgages. Notwithstanding any other provision of this chapter, pledges in trust or mortgages of the assets of a cable communications system to secure the construction, operation, or repair of the system may be made without application and without the City's prior consent. However, no such arrangement may be made without the City's prior consent if it would in any respect under any condition: (A) prevent the cable communications system operator or any successor from complying with the franchise or applicable law; or (B) permit a third party to succeed to the interest of the operator, or to own or control the system, without the prior consent of the City. Any mortgage, pledge or lease shall be subject to and subordinate to the rights of the City under any franchise, this chapter, or other applicable law.
- B. Transferee acceptance required. No City consent to a transfer shall be valid unless the transferee has, in writing, accepted and agreed to abide by all of the terms and conditions of the franchise and this chapter and to assume all obligations and liabilities thereunder, whether arising before or after the date of transfer, of its predecessor franchisee.

28.12.130 General conditions upon construction, operation and repair and use of the public rights-of-way.

- A. Franchisee must follow local rules. The construction, operation, and repair of cable communications systems shall be performed in compliance with chapter 14.31 RMC, RMC Title 12, RMC Title 14, applicable provisions of RMC Title 28, and all other applicable laws, ordinances, departmental rules, regulations, and practices affecting such system. By way of example, and not limitation, this includes zoning and safety codes, construction standards, regulations for providing notice to persons that may be affected by system construction, and directives governing the time, place and manner in which facilities may be installed in the public rights-of-way. Persons engaged in the construction, operation, or repair of communications facilities shall exercise reasonable care in the performance of all their activities and shall use commonly accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.
- B. No permit without franchise. A franchise is required before a permit may be issued for work associated with the construction of a cable communications system. Any permit issued for such work to a person providing cable service that does not hold a franchise shall vest no rights in the permittee; the permit

may be revoked at will, and the permittee shall remove all facilities installed under the permit upon the City's demand.

- C. Permits must be obtained. As required in RMC 14.31.030, construction, operation, or repair of a cable communications system shall not commence until all required permits have been obtained from the proper City officials and all required fees have been paid. All work performed will be performed in strict accordance with the conditions of the permit. Upon order of the City, any work and/or construction undertaken that is not completed in compliance with the City's requirements, or which is installed without obtaining necessary permits and approvals shall be removed.
- D. No interference. Interference with the use of the public rights-of-way by others, including others that may be installing cable communications systems, must be minimized. The City may require a person using the public rights-of-way to cooperate with others through joint trenching and other arrangements to minimize adverse impacts on the public rights-of-way. The requirements of RMC 28.08.090 must be met to satisfy this subsection (D).
- E. Plans for and publicizing work. Work shall be publicized as the City may direct from time to time. The publication of work may be used to notify the public and operators of other communications systems of the impending work in order to minimize inconvenience and disruption to the public.
 - 1. Each cable communications system operator shall provide the City a plan for any initial system construction or for any substantial rebuilds, upgrade or extension of its facility, which shall show its timetable for construction of each phase of the project, and the areas of the City that will be affected.
 - 2. The City may from time to time, when the City receives an application for a permit to use a particular route or, upon the City's own initiative, designate by published order a route or proposed route for installation of cable communications system facilities and may
 - a. Require all persons who wish to emplace underground facilities along that route or any part thereof to install them during a specified period, and
 - b. Otherwise prohibit emplacement of such facilities along the route or any part thereof for 24 months or after such other, longer period as is necessary to protect the public interest.
- F. Existing poles to be used. To the extent possible, operators of cable communications systems shall use existing poles and conduit. Additional poles may not be installed in the right-of-way, nor may pole capacity be increased by vertical or horizontal extenders, without the permission of the City.
 - 1. To minimize disruption of public passage or infrastructure, refer to requirements of RMC 28.02.070.
- G. Undergrounding.
 - 1. Whenever all existing utilities are located underground in an area in the City, every cable communications system operator in the same area must locate its cable communications system underground.
 - 2. Whenever the owner of a pole locates or relocates underground within an area of the City, every cable communications system operator in the same area shall concurrently relocate its facilities underground.
 - 3. The City may, for good cause shown, exempt a particular system or facility or group of facilities from the obligation to locate or relocate facilities underground, where relocation is impractical, where ordinary engineering practices make undergrounding impractical, or where the City and the

subscriber's interest can be protected in another manner. Nothing in this section (G) prevents the City from ordering communications facilities to be located or relocated underground under other provisions of the City Code.

- H. Prompt repairs. Any and all public rights-of-way, other public property, or private property that is disturbed or damaged during the construction, operation, maintenance or repair of a cable communications system shall be promptly repaired by the operator at the operators' cost. Public property and public rights-of-way must be restored to the satisfaction of the City and to a condition as good as or better than before the disturbance or damage occurred. No tree trimming shall be performed without the permission of the City and other affected authorities, and any tree trimming must be performed in strict accordance with the City Code.
- I. Movement of facilities for government.
 - 1. A cable communications system operator shall, by a time specified by the City, but not sooner than seven (7) working days, protect, support, temporarily disconnect, relocate, or remove any of its property when required by the City by reason of traffic conditions; public safety; public rights-of-way construction and repair (including regrading, resurfacing or widening); public right-of-way vacation; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, tracks, or any other type of government-owned system or utility, public work, public facility, or improvement; or for any other purpose where the work involved would be aided by the removal or relocation of the cable communications system. Collectively, such matters are referred to below as the "Public Work."
 - 2. Except in the case of emergency, the City shall provide written notice describing where the public work is to be performed at least one week prior to the deadline by which a cable communications system operator must protect, support, temporarily disconnect, relocate or remove its facilities. Such action on the part of the franchisee shall be undertaken at no cost to the City. Provided that, in an emergency, or where a cable communications system creates or is contributing to an imminent danger to health, safety, or property, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the cable communications system without further notice, and charge the cable communications system operator for costs incurred.
- J. Movement for others.
 - 1. To accommodate the construction, operation, or repair of the facilities of another person authorized to use the public rights-of-way or public property, a franchisee shall, by a time specified by such person, protect, support, temporarily disconnect, temporarily relocate or remove its facilities. The franchisee must be given written notice describing where the construction, operation or repair is to be performed at least fifteen (15) days prior to the time by which its work must be completed. The City may resolve disputes as to responsibility for costs associated with removal, relaying, or relocation of facilities among entities authorized to install facilities in the streets or on public property if such entities are unable to do so themselves.
 - 2. A cable communications system operator shall, on the request of any person holding a valid permit issued by a governmental authority, temporarily raise or lower its wires by a time specified to permit the moving of buildings or other objects. A cable communications system operator shall be given not less than seven (7) days advance notice to arrange for such temporary wire changes. The expense of such temporary removal, relaying, relocation, or raising or lowering of wires shall be paid by the person requesting the same.
- K. Abandonment in place. Refer to RMC 28.08.140 in regards to abandoning facilities.
- L. System subject to inspection. Every cable communications system shall be subject to inspection and testing by the City. Each operator must respond to requests for information regarding its system and plans for the system as the City may from time to time issue, including requests for information

regarding its plans for construction, operation and repair and the purposes for which the plant is being constructed, operated, or repaired.

- M. Underground services alert. Each operator of a cable communications system that places facilities underground shall be a member of the regional notification center for subsurface installations (Utility Notification Center) and shall field mark the locations of its underground communications facilities upon request. The operator shall identify the location of its cable communication system for the City at no charge.
- N. Plan for construction. Every franchisee shall specify for the City a construction schedule that will apply to any required construction, upgrade, or rebuild of the cable communications system. The schedule shall provide for the prompt completion of the project, and shall show its timetable for construction of each phase of the project, with benchmarks for deliverables and the areas of the City that will be affected. The City shall have the right to impose penalties on the operator for a failure to meet the accepted timetable and benchmarks.
- O. Use of facilities by the City. The City shall have the right to install and maintain, free of charge, upon any poles or in any conduit owned by a franchisee, any wire and pole fixtures that do not unreasonably interfere with the Cable service operations of the franchisee and as per requirements of RMC 28.02.070.

28.12.140 Protection of the City and Residents.

- A. RMC 28.08.060 provides the requirements for general indemnification of the City and its residents.
- B. Insurance required. A franchisee (or those acting on its behalf) shall not commence construction or operation of the system without obtaining insurance in amounts and of a type satisfactory to the City as set forth in RMC 28.08.050. The required insurance must be obtained and maintained for the entire period the franchisee has facilities in the public rights-of-way. If the franchisee, its contractors, or subcontractors do not have the required insurance, the City may order such entities to stop operations until the insurance is obtained and approved.
- C. Construction bond. Every operator of a cable communications system shall obtain and maintain a bond to ensure the faithful performance of its responsibilities under this chapter and any franchise as required by RMC 28.08.070.
- D. Security fund. Every cable communications system operator shall establish and maintain a cash security fund or provide the City an irrevocable letter of credit in the amount of \$100,000 to secure the payment of fees owed, to secure any other performance promised in a franchise, and to pay any taxes, fees, penalties or liens owed to the City. The letter of credit shall be in a form and with an institution acceptable to the City. Should the City draw upon the cash security fund or letter of credit, the cable communications system operator shall, within 10 days, restore the fund or the letter of credit to the full required amount. This security fund/letter of credit may be waived or reduced by the City for a franchisee where the City determines in its discretion that a particular franchisee's operations are sufficiently limited that a security fund/letter of credit is not necessary to secure the required performance. The City may from time to time require a franchisee to change the amount of the required security fund/letter of credit to reflect changed risks to the City and to the public, including delinquencies in taxes or other payments to the City. The cash security fund or letter of credit must be obtained prior to the effective date of any franchise, transfer or franchise renewal, unless a franchise specifically provides otherwise.

28.12.150 Enforcement and remedies.

- A. Franchise Violation-Notice and Procedures. Before revoking a franchise or issuing an order to assess liquidated damages, the City shall follow the procedures set forth below:
 - 1. The City shall notify a cable communications system operator in writing of any alleged violation ("Violation Notice") of a franchise or this chapter. The violation notice shall:

- a. Identify the violation;
 - b. Direct the cable communications system operator to cure the violation or show cause why the violation cannot or should not be cured; and
 - c. State the time for the cable communications system operator's response, which shall be at minimum thirty (30) days from the date of issuance of the violation notice, except for violations that present a danger to public health, safety or welfare, in which case the time for response may be shortened.
 2. Within the time period designated for response, the cable communications system operator shall respond in writing to the City indicating that:
 - a. The cable communications system operator contests the violation notice and describing all facts relevant to its claim; or
 - b. The cable communications system operator has completely cured the violation, in which case the cable communications system operator shall provide documentation demonstrating that the violation has been completely cured; or
 - c. The cable communications system operator has begun to correct the violation; however, the violation cannot be corrected immediately despite the cable communications system operator's continued due diligence, in which case the operator shall describe in detail the steps already taken and operator's proposed plan and time schedule for completely curing the violation. Correction of the violation is not complete until all damages and penalties owed are paid in full.
 3. If the cable communications system operator contests the violation notice or the City determines that the cable communications system operator has failed to completely cure the violation, to submit an acceptable plan to cure the violation, or to work diligently to cure the violation, the City shall schedule a hearing before the City Council ("violation hearing"). The City shall provide cable communications system operator written notice of the violation hearing at least twenty (20) days prior to the hearing ("Hearing Notice").
 4. The hearing notice shall indicate:
 - a. The time and place of the Violation Hearing;
 - b. The nature of the violation; and
 - c. The cable communications system operator's right to present oral and written testimony at an open and public meeting.
 5. At the violation hearing, the City Council shall hear and consider evidence from the cable communications system operator, City staff and members of the public regarding the alleged violation. The cable communications system operator shall be given an opportunity to present any and all evidence relating to the alleged violation.
 6. If, based upon the evidence presented at the violation hearing, the City Council finds that the cable communications system operator has violated its franchise, this chapter or any applicable state or federal law, the City Council may issue an order assessing liquidated damages if provided for by the cable communications system operator's franchise, or, subject to Section 28.12.150 (B) of this chapter and the terms of the cable communications system operator's franchise, revoke or shorten the franchise.
- B. Revocation and termination. The City Council may revoke a franchise or reduce the term of a franchise if it finds, after complying with procedures set forth above, that a cable communications system operator has violated this chapter or its franchise; has defrauded or attempted to defraud the

City or subscribers; or has attempted to evade the requirements of this chapter or its franchise. Except as to violations that are impossible to cure, and as provided in Section 28.12.150 (C) and (D), the franchise may only be revoked if the franchisee:

1. Was given notice of the default; and (B) 30 days to cure the default; and
 2. The franchisee failed to cure the default, or to propose a schedule for curing the default acceptable to the City where it is impossible to cure the default in 30 days.
- C. Exception for certain acts. No opportunity to cure is required for repeated violations, and fraud and attempted fraud shall be deemed incurable. Further, the City may declare a franchise forfeited without opportunity to cure where a franchisee:
1. Voluntarily stops providing service it is required to provide; or
 2. Transfers the franchise without the prior consent of the City.
- D. Exception for bankruptcy. A franchise will terminate automatically by force of law 120 calendar days after an assignment for the benefit of creditors or the appointment of a receiver or trustee to take over the business of the franchisee, whether in a receivership, reorganization, bankruptcy assignment for the benefit of creditors, or other action or proceeding. However, the franchise may be reinstated within that 120 day period, if:
1. Such assignment, receivership or trusteeship has been vacated; or
 2. Such assignee, receiver or trustee has fully complied with the terms and conditions of this chapter and the franchise, and has executed an agreement, approved by any court having jurisdiction, assuming and agreeing to be bound by the terms and conditions of this chapter and the franchise. In the event of foreclosure or other judicial sale of any of the facilities, equipment or property of a franchisee, the City may revoke the franchise following a public hearing before the City Council by serving notice upon the franchisee and the successful bidder at the sale, in which event the franchise and all rights and privileges thereunder will be revoked and will terminate 30 calendar days after serving such notice, unless:
 - a. The City has approved the transfer of the franchise to the successful bidder; and
 - b. The successful bidder has covenanted and agreed with the City to assume and be bound by the terms and conditions of the franchise and this chapter and the obligations and liabilities of its predecessor franchisee.
- E. Effect of termination or forfeiture. Upon termination or forfeiture of a franchise, whether by action of the City as provided above, or by passage of time, the franchisee must stop using the cable communications system for the purposes authorized by the franchise. The City may take possession of some or all of franchisee's facilities, or require the franchisee or its bonding company to remove some or all of the franchisee's facilities from the City, and restore affected property to its same or better condition. This provision does not permit the City to remove facilities that are used to provide any non-cable service for which the franchisee holds a valid franchise issued by the City or for which the franchisee is otherwise authorized by operation of State law to use the public rights-of-way to provide.
- F. Remedies cumulative. Remedies provided for under this chapter or under a franchise shall be cumulative. Recovery by the City of any amounts under insurance, the performance bond, the security fund or letter of credit, does not limit a franchisee's duty to indemnify the City; or relieve a franchisee of its franchise obligations or limit the amounts owed to the City.
- G. Liquidated damages in franchise: A franchise granted pursuant to this chapter may require liquidated damages, in an amount to be specified in the franchise, for specified breaches of the franchise

including but not limited to, failure to commence construction, failure to meet construction plan benchmarks, failure to comply with rebuild plan benchmarks, failure to commence service, and material breach of any other franchise obligation(s) for which the amount of monetary damages is not readily ascertainable. The franchise shall also provide that the City may withdraw liquidated damages owed from the franchisee's security deposit, after complying with the procedures set forth in Section 28.12.150. Liquidated damages shall commence on the date that performance was due and/or failed, and continue until the franchisee demonstrates to the satisfaction of the City that the franchisee has fully performed its obligations giving rise to the payment of liquidated damages. Any obligation to pay liquidated damages does not in any way affect the franchisee's obligation to pay franchise fees or perform other franchise obligations and such liquidated damages do not constitute franchise fees and are not subject to any limitations on franchise fees contained in 47 U.S.C. § 542(b). Any obligation to pay liquidated damages are not costs of satisfying Franchise requirements as provided in 47 C.F.R. § 76.925. A franchisee may not pass the cost of any liquidated damages to subscribers through subscriber rates or itemize or otherwise identify on subscriber bills any obligation franchisee may have to pay liquidated damages.

- H. Penalties, Fines and Other Monetary Sanctions. In addition to all other remedies available at law and in equity, violations of this chapter shall be subject to the enforcement provisions of RMC 28.10.020.

28.12.160 Books and Records.

Generally. Each cable communications system operator shall provide the City access to, and permit copying of, books and records related in whole or in part to the construction, operation, or repair of the cable communications system, or a group of systems of which the system is a part that may be relevant to the City's monitoring and enforcement of the operator's franchise or this chapter, so that the City may inspect and copy these books and records. The records shall include, but are not limited to, revenue records and other records related to compliance with any provision of this chapter or a franchise. A franchisee is responsible for obtaining or maintaining the necessary possession or control of all such books and records, so that it can produce the documents upon request. Books and records must be maintained for a period of five years, except that a franchise may specify a shorter period for certain categories of voluminous books and records where the information contained therein can be derived simply from other materials. The phrase "books and records" shall be read expansively to include information in whatever format stored.

- A. Production. Books and records requested shall be produced to the City by a time and at a location in the City designated by the City Manager. However, if the requested books and records are too voluminous, or for security reasons the franchisee reasonably believes they cannot be copied and moved, then the franchisee may request that the inspection and, if necessary, copying take place at some other location mutually agreed to by the City and the franchisee, provided that
1. The franchisee must make necessary arrangements for copying documents selected by the City after its review; and
 1. The franchisee must pay all travel and additional copying expenses incurred by the City (above those that would have been incurred had the documents been produced in the City) in inspecting those documents or having those documents inspected by its designee.

28.12.170 Reports.

- A. Obligation to submit. The City Manager may from time to time direct a franchisee to prepare reports and to submit those reports by a date certain, in a format prescribed by the City Manager, in addition to those required by this chapter.
- B. Quarterly reports. Unless an exemption is granted by the City Manager, within 45 days of the end of each calendar quarter, a franchisee shall submit a report to the City containing the following information:

1. The number of service calls (calls requiring a truck roll) received during the prior quarter and the percentage of service calls compared to the subscriber base; and
 2. The total estimated hours of known outages as a percentage of total hours of operation. An outage is a loss of sound or video on any signal, or a significant deterioration of any signal affecting two or more subscribers.
- B. Annual reports. Unless an exemption is granted by the City Manager, no later than ninety (90) days after the end of the operator's fiscal year, a franchisee shall submit the following information:
1. A fully audited or certified revenue report from the previous calendar year for the cable communications system, and a certified statement setting forth the computation of gross revenues used to calculate the franchise fee for the preceding year and a detailed explanation of the method of computation showing:
 - a. Gross revenues by category (e.g., basic service, pay, pay-per-view, advertising, installation, equipment, late charges, miscellaneous, other); and
 - b. What, if any, deductions were made from gross revenues in calculating the franchise fee (e.g., bad debt, credits and refunds), and the amount of each deduction.
 2. A report showing, for each applicable customer service standard, the franchisee's performance with respect to that standard for each quarter of the preceding year. In each case where the franchisee concludes it did not comply fully, the franchisee will describe the corrective actions it is taking to assure future compliance. In addition, the report should identify the number and nature of all the customer service complaints received and an explanation of their dispositions.
 3. An ownership report, indicating all persons who at the time of filing control or own an interest in the Franchisee of ten percent (10%) or more.
- D. Contemporaneous Reports. Within 10 days of their receipt or (in the case of documents created by the operator or its affiliate) filing, a franchisee shall provide the City with copies of:
1. Notices of deficiency or forfeiture related to the operation of the system; and
 2. Any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy by the franchisee or by any partnership or corporation that owns or controls the franchisee directly or indirectly.

28.12.180 Maps required.

Reference is made to RMC 28.08.200 for the provision of facility maps to the City.

28.12.190 Other Records Required.

Unless the City waives the requirement, a franchisee shall at all times maintain:

- A. Complaint records. Records of all complaints received, including their nature and resolution. The term "complaints" refers to complaints about any aspect of the franchisee's operations or customer service.
- B. Outage records. Records of outages known to the franchisee, their cause and duration.
- C. Complaint response. Records of service calls for repair and maintenance indicating the date and time service was requested, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was solved.

- D. Installation records. Records of installation/reconnection and requests for service extension, indicating date of request, date of acknowledgment, and the date and time service was extended.
- E. Customer service. Records sufficient to show whether the franchisee has complied with each customer service standard that applies to it.

28.12.200 Exemptions.

The City Manager may exempt any franchisee from its obligations under Sections 28.12.170 - 28.12.190 if the City Manager determines that the requirement would be unduly burdensome or unnecessary, and that the City and Subscriber interests may be adequately protected in some other manner.

28.12.210 Privacy.

A franchisee shall take all reasonable steps required so that it is able to provide reports, books and records to the City, including by providing appropriate subscriber privacy notices. Each franchisee shall be responsible for redacting data that applicable law prevents it from providing to the City. Nothing in this section shall be read to require a franchisee to violate state or federal subscriber privacy laws. Notwithstanding the foregoing, and unless applicable law entitles the franchisee to withhold such information from the City, a franchisee is not entitled to withhold or redact any information on the grounds that it contains proprietary or confidential information.

28.12.220 Procedures for paying franchise fees and fees in lieu of franchise fees.

- A. Fees paid quarterly. The franchise fee paid pursuant to Section 28.12.280 or fee in lieu of franchise fee paid pursuant to Section 28.12.370 shall be paid quarterly unless otherwise specified in a franchise. Payment for each quarter shall be made to the City not later than forty-five (45) days after the end of each calendar quarter.
- B. Quarterly statement. Unless a franchise provides otherwise, a franchisee or other entity subject to a fee under Sections 28.12.280 or 28.12.370 shall file with the City within forty-five (45) days of the end of each calendar quarter a statement showing gross revenues during the preceding quarter and the number of subscribers served.
- C. Acceptance of payment not a release. No acceptance by the City of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of such payment be construed as a release of any claim the City may have for additional sums payable.
- D. Fee not in lieu of taxes. Neither the franchise fee under Section 28.12.280, nor the fee paid in lieu of the franchise fee under Section 28.12.370, is a payment in lieu of any tax, fee or other assessment of general applicability (including any such tax, fee or assessment imposed on both utilities and operators or their services, but not including a tax, fee, or assessment which is unduly discriminatory against operators or cable subscriber(s)).
- E. Failure to pay franchise fee. In the event that a fee payment is not received by the City on or before the due date set forth in this Section 1.21 or in a franchise, or the fee owed is not fully paid, the person subject to the fee will be charged interest from the due date at an interest rate equal to three percent (3%) above the rate for three-month Federal Treasury Bills at the most recent United States Treasury Department sale of such Treasury Bills occurring prior to the due date of the franchise fee payment.
- F. Final statement of gross revenues. Within ninety (90) days of the date a franchisee ceases operations under a franchise (whether because of franchise termination, transfer, bankruptcy or for any other reason), the franchisee shall file a final statement of gross revenues covering the period from the beginning of the calendar year in which the operations ceased to the date operations ceased. The statement shall contain the information and be certified as required by Section 28.12.170 (C) (1).

28.12.230 Applications - generally.

- A. Application required. An application must be filed for an initial and renewal cable system franchise, or for approval of a transfer. A request for renewal filed under 47 U.S.C. § 546(h) need not contain the information required by Section 28.12.230 (B) (1).
- B. Application contents.
 - 1. The City Manager may specify the information that must be provided in connection with an application, and the form in which the information is to be provided. At a minimum each application must identify the applicant, show that the applicant is financially, technically and legally qualified to construct, maintain and operate the cable system, contain a pro forma showing capital expenditures and expected income and expenses for the first five years the applicant is to hold the franchise, and show that the applicant is willing to comply with its franchise obligations. In addition, any application for an initial or renewal franchise or rebuild of the applicant's system and/or facilities, must describe in detail the cable system that the applicant proposes to build, show where it will be located, set out the system construction schedule, and show that the applicant will provide adequate channels, facilities and other support for public, educational and government use (including institutional network use) of the cable system. The detailed description of the physical facilities proposed shall include at least the following:
 - a. A description of the channel capacity, technical design, performance characteristics, headend, PEG access (and institutional network, if required) facilities and equipment;
 - b. The location of proposed facility and facility design, including a description of the miles of plant to be installed, and a description of the size of equipment cabinets, shielding and electronics that will be installed along the plant route, the power sources that will be used and a description of the noise, exhaust and pollutants, if any, that will be generated by the operation of the same; provided, however, that, if some of the descriptive data is not available at the time of application, the franchise may be issued subject to conditions that the data be filed and approved by the City before construction begins and that the franchise will be deemed to be forfeited if the data is not supplied and approved; provided, further, that the foregoing proviso does not authorize the grant of a franchise where there is not sufficient information to appraise the impact of the applicant's proposal;
 - c. A map of the general route the facility will follow; a designation of the portions of the system that will be placed above ground and the portions that will be placed underground, and the construction techniques that the applicant proposes to use in installing the system above ground and underground; a schedule for construction of the facility, describing when and where construction will begin, how it will proceed, benchmarks indicating the scheduled completion of portions of the system and when construction will be completed; and the expected effect on right-of-way usage, including information on the ability of the public rights-of-way to accommodate the proposed system, including, as appropriate given the system proposed, an estimate of the availability of space in conduits and an estimate of the cost of any necessary rearrangement of existing facilities;
 - d. A description, where appropriate, of how services will be converted from existing facilities to new facilities, and what will be done with existing facilities;
 - e. A demonstration of how the applicant will reasonably meet the future cable-related needs and interests of the community, including descriptions of the capacity, facilities and support for public, educational, and governmental use of the system (including institutional networks) applicant proposes to provide and why applicant believes that the proposal is adequate to meet the future cable-related needs and interests of the community;

- f. A demonstration of the financial qualifications of the applicant, including at least the following:
 - i. The proposed rate structure, including projected charges for each service tier, installation, converters, and all other proposed equipment or services;
 - ii. A statement regarding the applicant's financial ability to complete the construction to meet the time frame proposed and to operate the cable system proposed certified by the applicant's chief financial officer;
- g. A demonstration of the applicant's technical ability to construct and/or operate the proposed cable system;
- h. A demonstration that the applicant is legally qualified, which proof must include a demonstration that the applicant:
 - i. Has received, or is in a position to receive, necessary authorizations from state and federal authorities;
 - ii. Has not engaged in conduct (fraud, racketeering, violation of antitrust laws, consumer protection laws, or similar laws) that might lead the City to conclude that the applicant cannot be relied upon to comply with requirements of a franchise or provisions of this chapter, or to deal honestly with the City or its residents;
 - iii. Is willing to enter into a franchise, to pay required compensation and to abide by the provisions of applicable law, including those relating to the construction, operation or repair of its facilities; and has not entered into any agreement that would prevent it from doing so; and
 - iv. The applicant must not have submitted an application for an initial or renewal franchise to the City, which was denied on the ground that the applicant failed to propose a cable system meeting the cable-related needs and interests of the community, or as to which any challenges to such franchising decision were finally resolved (including any appeals) adversely to the applicant, within three years preceding the submission of the application.
- i. The extent that the applicant is in any respect relying on the financial or technical resources of another person, including another affiliate; proofs should be provided for that person.
- j. A description of the applicant's prior experience in cable system ownership, construction, and operation, and identification of cities and counties in Washington in which the applicant or any of its principals have a cable franchise or any interest therein, provided that an applicant that holds a franchise for the City and is seeking renewal of that franchise need only provide this information for other cities and counties in Washington where its franchise is scheduled to expire during the 12-month period prior to the date its application is submitted to the City and for other cities and counties in Washington where its Franchise had been scheduled to expire during the 12-month period after the date its application is submitted to the City. If an applicant has no other franchise in Washington, it shall provide the information for its operations in other states; and
- k. An affidavit or declaration of the applicant or authorized officer thereof certifying the truth and accuracy of the information in the application, and certifying that the application meets all requirements of applicable law.

2. To be accepted for filing, an original and six copies of a complete application must be submitted. All applications shall include the names and addresses of persons authorized to act on behalf of the applicant with respect to the application.
 3. An applicant (and the transferor and transferee, in the case of a transfer application) shall respond to any request for information from the City, by the time specified by the City.
- C. Incomplete applications. An application may be rejected if it is incomplete, or if the response to the City's requests for information is not timely and complete.

28.12.240 Application for an initial franchise or renewal franchise.

- A. Scope. This section establishes additional provisions that apply to an application for an initial franchise, or a renewal franchise application that is not governed by 47 U.S.C. §546(a)-(g).
- B. Process. Any person may apply for an initial or renewal franchise by submitting an application therefore on that person's own initiative, or in response to a request for proposals issued by the City. If the City receives an unsolicited application, it may choose to issue a request for additional proposals, and require the applicant to amend its proposal to respond thereto. The City shall promptly conduct such investigations as are necessary to act on an application.
- C. Consideration of application. In determining whether to grant a franchise, the City may consider:
1. The extent to which an applicant for renewal has substantially complied with the applicable law and the material terms of any existing cable franchise;
 2. Whether an applicant's quality of service under its existing Franchise, including signal quality, response to customer complaints, billing practices, and the like has been reasonable in light of the needs of the community;
 3. Where the applicant has not previously held a cable system franchise in the City, whether the applicant's record in other communities indicates that it can be relied upon to provide high-quality service throughout any franchise term;
 4. Whether the applicant has the financial, legal, and technical ability to provide the services, facilities, and equipment set forth in an application, and to satisfy any minimum requirements established by the City;
 5. Whether the applicant's application is reasonable to meet the future cable-related needs and interests of the City, taking into account the cost of meeting such needs and interests;
 6. Whether issuance of a franchise is in the public interest considering the immediate and future effect on the public rights-of-way, public property, and private property that will be used by the applicant's cable system;
 7. Whether issuance of the franchise would reduce or increase competition in the provision of cable service in the City;
 8. Such other matters as the City is authorized or required to consider.
- D. Issuance of Franchise. If the City determines that issuance of a franchise would be in the public interest considering the factors described above, it may offer a franchise agreement to the applicant. No franchise shall become effective until the franchise is unconditionally accepted by the applicant, approved by the City Council, and the franchise agreement is signed by both parties.

28.12.250 Application for renewal franchise filed pursuant to 47 U.S.C. §546.

- A. Scope. This section establishes additional provisions that apply to applications for renewal governed by 47 U.S.C. §546(a)-(g).
- B. Process. A franchisee that intends to exercise rights under 47 U.S.C. § 546(a)-(g) shall submit a notice in writing to the City in a timely manner clearly stating that it is activating the procedures set forth in those sections. The City shall thereafter commence any proceedings that may be required under federal law, and upon completion of those proceedings, the City may issue a request for renewal proposals and an application may be submitted for renewal. The City may preliminarily deny the application by resolution, and if the application is preliminarily denied, the City may conduct such proceedings and by resolution establish such procedures and appoint such individuals as may be necessary to conduct any proceedings to review the application.

28.12.260 Application for transfer.

- A. Scope. This section establishes additional provisions that apply to applications for transfer approval.
- B. Information. An application for transfer must contain all the information required by the City Manager, by Section 2.1, and all information required by any FCC franchise transfer form.
- C. Consideration of application. In determining whether a transfer application should be granted, denied, or granted subject to conditions, the City may consider the legal, financial, and technical qualifications of the transferee to operate the cable system; any potential impact of the transfer on subscriber rates or services; whether the transferor franchise is in compliance with its franchise; whether the transferee owns or controls any other cable system in the City, whether operation by the transferee may eliminate or reduce competition in the delivery of cable service in the City; and whether operation by the transferee or approval of the transfer would otherwise adversely affect subscribers, the public, or the City's interest under this chapter, the franchise, or other applicable law. The proposed transferee shall pay all reasonable costs incurred by the City in reviewing and evaluating the applications.
- D. Minimum conditions. In order to obtain approval of a transfer, an applicant must show, at a minimum, that: the transferee is qualified; the transfer will not adversely affect the interests of subscribers, the public, or the City; and that all franchise non-compliance issues have been resolved or, alternatively, that the transferee will assume all liability for or such franchise non-compliance issues, known or unknown, arising before the date of the transfer. No transfer application shall be granted unless the transferee agrees in writing that it will abide by and accept all terms of this chapter and the franchise, and that it will assume all of the obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of its predecessor franchisee, whether arising before or after the date of the transfer, for all purposes.

28.12.270 Legal qualifications.

- A. Standards.
 - 1. The applicant must be willing to comply with the provisions of this chapter and applicable laws; and to comply with such requirements of a franchise as the City may lawfully require.
 - 2. The applicant must not have had any cable system or OVS franchise validly revoked (including any appeals) by the City within three (3) years preceding the submission of the application.
 - 3. The applicant must not have had an application to the City for an initial or renewal cable system franchise denied on the ground that the applicant failed to propose a cable system meeting the cable-related needs and interests of the community, or as to which any challenges to such franchising decision were finally resolved (including any appeals) adversely to the applicant, within three (3) years preceding the submission of the application; and must not have had an application for an initial or renewal OVS franchise denied on any ground within three years of the application.

4. The applicant shall not be issued a franchise if, at any time during the ten (10) years preceding the submission of the application, applicant was convicted of fraud, racketeering, anticompetitive actions, unfair trade practices or other conduct of such character that the applicant cannot be relied upon to deal truthfully with the City and the Subscribers, or to substantially comply with its obligations.
 5. Applicant must have the necessary authority under Washington and federal law to operate a cable system, or show that it is in a position to obtain that authority.
 6. The Applicant shall not be issued a franchise if it files materially misleading information in its application or intentionally withholds information that the applicant lawfully is required to provide.
 7. For purposes Section 2.5.1(B)-(D), the term applicant includes any affiliate of applicant.
- B. Exception. Notwithstanding Section 2.5.1, an applicant shall be provided a reasonable opportunity to show that a franchise should issue even if the requirements of Section 2.5.1(C)-(D) are not satisfied, by virtue of the circumstances surrounding the matter and the steps taken by the applicant to cure all harms flowing therefrom and prevent their recurrence, the lack of involvement of the applicant's current principals, or the remoteness of the matter from the operation of a cable system.

28.12.280 Franchise fee.

A cable system operator shall pay to the City a franchise fee in an amount equal to five percent (5%) of gross revenues, or such other amount as may be specified in the franchise; provided, however, that if the franchise specifies an amount, that amount shall be subject to increase should federal limits on fee payments be eliminated or changed and other operators are subject to a higher fee.

- A. "Bundled Services." In the event that the franchisee, during the term of the franchise, offers bundled, tied, or combined cable services (which are subject to the franchise fee) with non-cable services (which may not be subject to the franchise fee) to subscribers, the combined revenues from such bundled services shall be allocated consistent with the standalone rates or prices for each individual bundled service advertised by the franchisee through its marketing materials or on its published rate card. In the event the franchisee does not advertise or publish separate standalone prices for any or all the individual services in the bundled service, the percentage that the price for the combined services is discounted from the regular retail rates of the individual standalone services shall be pro-rated across all of the services in the bundled package; provided, however, that the net revenues derived from services subject to mandatory tariff rates imposed by the Washington Public Utilities Commission (or other governmental entity having such authority) shall be deducted from the combined bundled service revenue to determine the revenue subject to the franchise fee. As an example, a franchisee may offer a "bundle" of video, voice and data services for a flat fee of \$75.00 where the standalone retail rate for each of the services purchased on an individual basis would equal \$100.00. Assuming that there is no service subject to the mandated tariff rate, the franchisee would apply a twenty-five percent (25%) discount to each service in the bundle. Thus, if the franchisee's standalone retail rate for the cable service portion of the bundle were \$50.00, for franchise fee computation purposes Grantee would recognize cable service revenue in the amount of \$37.50 and pay a franchise fee on that revenue.
- B. The definition of gross revenue is to be as inclusive as possible consistent with existing applicable law. If a change in federal law occurs subsequent to the effective date of this chapter, such change shall not impact the gross revenues definition in such a way to reduce gross revenues, unless the change in law specifically preempts the affected portion of the definition above.

28.12.290 No exclusivity.

A franchisee may not require a subscriber or a building owner or manager to enter into an exclusive contract as a condition of providing or continuing service. However, nothing herein prevents a franchisee from entering into an otherwise lawful, mutually desired exclusive arrangement with a building owner or manager of a multiple dwelling unit or commercial subscriber.

28.12.300 Rate regulation and consumer protection.

- A. All rates subject to regulation. The City may regulate the operator's rates and charges, to the extent it is not prohibited from doing so by law. The City will regulate rates in accordance with FCC rules and regulations, where applicable. Except to the extent FCC rules provide otherwise, all rates and charges that are subject to regulation, and changes in those rates or charges must be approved in advance. The City Manager may take any required steps to file complaints, toll rates, and issue accounting orders or take any other steps required to comply with FCC rate regulation rules. The City Council shall be responsible for issuing rate orders that establish rates or order refunds.
- B. No rate discrimination. Except to the extent preempted by federal or state law, an operator is prohibited from discriminating in its rates or charges or from granting undue preferences to any subscriber, potential subscriber, or group of subscribers or potential subscribers; provided, however, that a franchisee may offer temporary, bona fide promotional discounts in order to attract or maintain subscribers, so long as such discounts are offered on a non-discriminatory basis to similar classes of subscribers throughout the franchise area; and a franchisee may offer discounts for the elderly, the disabled, or the economically disadvantaged, and such other discounts as it is expressly entitled to provide under federal law, if such discounts are applied in a uniform and consistent manner.
- C. Redlining prohibited. An operator shall not deny access or charge different rates to any group of subscribers or potential subscribers because of the income of the residents of the local area in which such group resides.
- D. Customer service.
 - 1. Each operator must satisfy FCC, state and the City's cable customer service standards and consumer protection standards. The City cable customer service standards may be adopted by resolution. In the case of a conflict among standards, the stricter standard shall apply to the full extent permitted by law.
 - 2. For violation of cable customer service standards, penalties will be imposed as follows:
 - a. Two hundred dollars (\$200) for each day of each material breach, not to exceed six hundred dollars (\$600) for each occurrence of material breach.
 - b. If there is a subsequent material breach of the same provision within twelve (12) months, four hundred dollars (\$400) for each day of each material breach, not to exceed twelve hundred (\$1200) for each occurrence of the material breach.
 - c. If there is a third or additional material breach of the same provision within twelve (12) months of the first, one thousand dollars (\$1000) for each day of each material breach, not to exceed three thousand dollars (\$3,000) for each occurrence of the material breach.
 - 3. Any penalty assessed under this section will be reduced dollar for dollar to the extent any liquidated damage provision of a franchise imposes a monetary obligation on a franchisee for the same customer service failures.

28.12.310 Additional definitions.

"OVS Agreement" means a contract entered into in accordance with the provisions of this chapter between the City and an OVS franchisee setting forth the terms and conditions under which the OVS franchise will be exercised.

28.12.320 Applications for grant or renewal of franchises.

- A. Initial and renewal Franchise: application.

1. A written application shall be filed with the City for grant of an initial or renewal OVS franchise.
 2. To be acceptable for filing, a signed original of the application shall be submitted together with six (6) copies. The application must conform to any applicable request for proposals, and contain all information required under Section 3.2.2. All applications shall include the names and addresses of persons authorized to act on behalf of the applicant with respect to the application.
- B. Contents of Applications. The City Manager may specify the information that must be provided in connection with a request for proposals or an application for an initial or renewal franchise. At a minimum, each application must: identify the applicant, where it plans to construct its system, and the system construction schedule; show that the applicant will provide adequate channels, facilities and other support for public, educational and government use (including institutional network use) of the OVS; and show that the applicant is financially, technically and legally qualified to construct and operate the OVS. The application must contain the following information;
1. Identity of the applicant; the persons who exercise working control over the applicant; and the Persons who control those persons, to the ultimate parent.
 2. A proposal for construction of the OVS that includes at least the following:
 - a. A description of the services that are to be provided over the facility.
 - b. Identification of the area of the City to be served by the proposed system, including a description of the proposed franchise area's boundaries.
 - c. The location of proposed facility and facility design, including a description of the miles of plant to be installed, and a description of the size of equipment cabinets, shielding and electronics that will be installed along the plant route, the power sources that will be used and a description of the noise, exhaust and pollutants, if any, that will be generated by the operation of the same.
 - d. A map of the route the facility will follow a designation of the portions of the system that will be placed aboveground and the portions that will be placed underground, and the construction techniques that the applicant proposes to use in installing the system aboveground and underground; a schedule for construction of the facility, describing when and where construction will begin, how it will proceed, benchmarks for completion of phases, and when it will be completed; expected effect on rights-of-way usage, including information on the ability of the public rights-of-way to accommodate the proposed system, including, as appropriate given the system proposed, an estimate of the availability of space in conduits and an estimate of the cost of any necessary rearrangement of existing facilities.
 - e. e. A description, where appropriate, of how services will be converted from existing facilities to new facilities, and what will be done with existing facilities.
 3. Evidence satisfactory to the City that the applicant has the financial resources to complete the proposed project, and to construct, operate and repair the proposed facility over the franchise term. It is not the intent of the City to require an applicant to prove that the services it proposes to offer will succeed in the marketplace.
 4. Evidence satisfactory to the City that applicant is technically qualified to construct, operate and repair the proposed facility. At a minimum, the applicant must show that it has experience or resources to ensure that work is to be performed adequately, and can respond to emergencies during and after construction is complete.

5. Evidence satisfactory to the City that the applicant is legally qualified, which proof must include a demonstration that the applicant:
 - a. Has received, or is in a position to receive, necessary authorizations from state and federal authorities;
 - b. Has not engaged in conduct (fraud, racketeering, violation of antitrust laws, consumer protection laws, or similar laws) that allows City to conclude the applicant cannot be relied upon to comply with requirements of franchise, or provisions of this chapter;
 - c. Is willing to enter into a franchise, to pay required compensation and to abide by the provisions of applicable law, including those relating to the construction, operation or maintenance of its facilities, and has not entered into any agreement that would prevent it from doing so;
6. An affidavit or declaration of the applicant or authorized officer thereof certifying the truth and accuracy of the information in the application, and certifying that the application meets all requirements of applicable law.
7. To the extent that the applicant is in any respect relying on the financial or technical resources of another person, including another affiliate, the proofs should be provided for that person. An applicant will be presumed to have the requisite financial, or technical or legal qualifications to the extent such qualifications have been reviewed and approved by a state agency of competent jurisdiction; or if applicant is a holder of a franchise in the City for a cable system or open video system, and conduct under such other franchise provides no basis for additional investigation.

C. Procedure for Applying for Grant of a Franchise.

1. A person may apply for an initial or renewal franchise on its own initiative or in response to a request for proposals. Upon receipt of an application, the City shall promptly proffer the applicant a proposed OVS agreement, which shall be mailed to the person requesting its issuance and made available to any other interested party. The City may request such additional information, as it deems appropriate.
2. An applicant shall respond to requests for information completely, and within the time directed by the City, and must strictly comply with procedures, instructions, and requirements the City may establish.
3. An application may be rejected if it is incomplete or the applicant fails to follow procedures or respond fully to information requests.

D. Evaluation. In evaluating a franchise application, the City may consider the following:

1. The extent to which the applicant has substantially complied with the applicable law and the material terms of any existing City OVS franchise;
2. Whether the applicant has the financial, technical, and legal qualifications to hold an OVS franchise;
3. Whether the application satisfies any minimum requirements established by the City for, or will otherwise provide adequate public, educational, and governmental use capacity, facilities, or financial support (including with respect to institutional networks);
4. Whether issuance of a franchise would require replacement of property or involve disruption of property, public services, or use of the public rights-of-way;

5. Whether the approval of the application may eliminate or reduce competition in the delivery of cable service in the City.
- E. Issuance. If the City finds that it is in the public interest to issue a franchise considering the factors above, and such other matters as it is required or entitled to consider, and subject to the applicant's entry into an appropriate OVS agreement, it shall issue a franchise. Prior to deciding whether or not to issue a Franchise, the City may hold one or more public hearings or implement other procedures under which comments from the public on an application may be received.
- F. Legal qualifications. In order to be legally qualified:
1. The applicant must be willing to comply with the provisions of this chapter and applicable laws, and to comply with such requirements of an OVS agreement as the City may lawfully require.
 2. The applicant must not hold a cable system franchise, or have pending an application for a Cable system Franchise.
 3. The applicant must not have had any cable system or OVS franchise validly revoked (including any appeals) by the City within three (3) years preceding the submission of the application.
 4. The applicant may not have had an application for an initial or renewal cable system franchise to the City denied on the ground that the applicant failed to propose a cable system meeting the cable-related needs and interests of the community, or as to which any challenges to such franchising decision were finally resolved (including any appeals) adversely to the applicant, within three (3) years preceding the submission of the application.
 5. The applicant may not have had an application for an initial or renewal OVS franchise denied on any grounds within three (3) years of the applications.
 6. The applicant shall not be issued a franchise if, at any time during the ten (10) years preceding the submission of the application, applicant was convicted of fraud, racketeering, anticompetitive actions, unfair trade practices or other conduct of such character that the applicant cannot be relied upon to deal truthfully with the City and the subscribers or to substantially comply with its obligations.
 7. Applicant must have the necessary authority under Washington and federal law to operate an OVS, and must be certified by the FCC under Section 653 of the Cable Act, 47 U.S.C. § 573.
 8. The Applicant shall not be issued a franchise if it files materially misleading information in its application or intentionally withholds information that the applicant lawfully is required to provide.
 9. For purposes of Section 3.2.6 (B)-(E), the term applicant includes any affiliate of applicant.
- G. Exception. Notwithstanding Section 3.2.6, an applicant shall be provided a reasonable opportunity to show that a franchise should issue even if the requirements of Section 3.2.6 (D)-(E) are not satisfied, by virtue of the circumstances surrounding the matter and the steps taken by the applicant to cure all harms flowing therefrom and prevent their recurrence, the lack of involvement of the applicant's principals, or the remoteness of the matter from the operation of a cable system.

28.12.330 Transfers.

- A. City Approval Required. No transfer shall occur without prior written notice to and approval of the City.
- B. Application.
1. A franchisee shall promptly notify the City of any proposed transfer, and submit an application for its approval.

2. The City may specify information that must be provided in connection with a transfer application. At a minimum, an application must: describe the entities involved in the transaction and the entity that will hold the franchise; describe the chain of ownership before and after the proposed transaction; show that the entity that will hold the franchise will be legally, financially, and technically qualified to do so; attach complete information on the proposed transaction, including the contracts or other documents that relate to the proposed transaction, and all documents, schedules, exhibits, or the like referred to therein; and attach any shareholder reports or filings with the Securities and Exchange Commission ("SEC") that discuss the transaction.
3. For the purposes of determining whether it shall consent to a transfer, the City or its agents may inquire into all qualifications of the prospective transferee and such other matters as the City may deem necessary to determine whether the transfer is in the public interest and should be approved, denied, or conditioned. If the transferee or franchisee refuses to provide information, or provide incomplete information, the request for transfer may be denied.

C. Determination by the City.

1. In deciding whether a transfer application should be granted, denied or granted subject to conditions, the City may consider the legal, financial, and technical qualifications of the transferee to operate the OVS; whether the incumbent OVS operator is in compliance with its OVS agreement and this chapter and, if not, the proposed transferee's commitment to cure such noncompliance; whether the transferee owns or controls any other OVS or cable system in the City, and whether operation by the transferee may eliminate or reduce competition in the delivery of cable service in the City; and whether operation by the transferee or approval of the transfer would adversely affect Subscribers, the public, or the City's interest under this chapter, the OVS agreement, or other applicable law.
2. In order to obtain approval of a transfer, an applicant must show, at a minimum, that: the transferee is qualified; the transfer will not adversely affect the interests of subscribers, the public, or the City; and that non-compliance issues have been resolved. No application shall be granted unless the transferee agrees in writing that it will abide by and accept all terms of this chapter and the franchise, and that it will assume the obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of the previous franchisee, whether arising before or after the transfer, for all purposes. The proposed transferee shall pay all reasonable costs incurred by the City in reviewing and evaluating the applications.

28.12.340 Minimum requirements.

- A. PEG Access. No OVS Operator shall be issued a franchise, or may commence construction of an OVS system, until:
 1. It agrees to match in all respects the highest PEG obligations borne by any franchised cable system operator in the City; or
 2. It agrees to PEG obligations acceptable to the City.
- B. Institutional network. Any OVS operator that constructs an I-Net must match in all respects the highest institutional network obligations borne by any franchised cable system operator in the City, unless it agrees to alternative institutional network obligations acceptable to the City.
- C. Construction Provisions. Every OVS agreement shall specify the construction schedule that will apply to any required construction, upgrade, or rebuild of the OVS. The schedule shall provide for prompt completion of the project, considering the amount and type of construction required.

- D. Testing. Each OVS operator shall perform at its expense such tests as may be necessary to show whether or not it is in compliance with its obligations under this chapter or a franchise.
- E. Consumer protection provisions. Every franchisee must satisfy customer service consumer protection requirements established from time to time under state or local law and applicable to OVS.

28.12.350 Special termination rules.

If a franchisee's FCC OVS certification is revoked or otherwise terminates as a result of the passage of time or as a matter of law, the City may revoke the OVS franchise after a hearing. The OVS franchise may also be revoked if federal regulations or statutory provisions governing OVS are declared invalid or unenforceable, or are repealed.

28.12.360 Rate regulation.

The City may regulate a franchisee's rates and charges except as prohibited by law, and may do so by amendment to this chapter, separate ordinance, by amendment to an OVS agreement, or in any other lawful manner.

28.12.370 Fee in lieu of franchise fee.

- A. OVS Operators. In lieu of the franchise fee required by Section 28.12.280, an OVS franchisee shall pay a fee of five percent (5%) of the gross revenues of the franchisee, its affiliates or any OVS operator of the OVS.
- B. Persons leasing OVS capacity.
 - 1. A person leasing capacity from an OVS operator, other than a person whose revenues are included in the payment made under Section 3.7.1., shall pay the City a fee, in lieu of the franchise fee required by Section 28.12.280, of five percent (5%) of the gross revenues of such person.
 - 2. Notwithstanding the foregoing, where the OVS franchisee charges a person, other than an affiliate, to use its OVS (the "use payments"); and that person recovers those use payments through charges to its subscribers that are included in that person's gross revenues; and that person fully recovers the use payments through the charges to its subscribers and pays a fee on those charges pursuant to Section 3.7.1., then franchisee may deduct from its gross revenues the use payments it receives from that person.

28.12.380 Exclusive contracts.

A franchisee may not require a subscriber or a building owner or manager to enter into an exclusive contract as a condition of providing or continuing service, nor, subject to applicable law, may a franchisee enter into any arrangement that would effectively prevent other persons from using the OVS to compete in the delivery of cable services with a franchisee or its affiliates.

28.12.410 Captions. The captions to sections throughout this chapter are intended solely to facilitate reading and reference to the sections and provisions of this chapter. Such captions shall not affect the meaning or interpretation of this chapter.

28.12.420 Calculation of time.

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required under this chapter or any franchise, and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time.

28.12.430 Severability.

If any term, condition, or provision of this chapter shall, to any extent, be held to be invalid or unenforceable by a valid order of any court or regulatory agency, the remainder hereof shall be valid in all other respects and continue to be effective. In the event of a subsequent change in applicable law so that

the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding on the franchisee and the City.

28.12.440 Connections to cable system; use of antennae.

- A. Subscriber right to attach. To the extent consistent with federal law, subscribers shall have the right to attach VCR's, receivers, and other terminal equipment to a franchisee's cable system. Subscribers also shall have the right to use their own remote control devices and converters, and other similar equipment.
- B. Removal of existing antennae. A franchisee shall not, as a condition of providing service, require a subscriber or potential subscriber to remove any existing antenna, or disconnect an antenna except at the express direction of the subscriber or potential subscriber, or prohibit installation of a new antenna, provided that such antenna is connected with an appropriate device and complies with applicable law.

28.12.450 Discrimination prohibited.

- A. No retaliatory actions. A cable communications system operator shall not discriminate among persons or the City or take any retaliatory action against a person or the City because of that entity's exercise of any right it may have under federal, state, or local law, nor may the operator require a person or the City to waive such rights as a condition of taking service.
- B. Employment and hiring practices. A cable communications system operator shall not refuse to employ, discharge from employment, or discriminate against any person in compensation or in terms, conditions, or privileges of employment because of race, color, creed, national origin, sex, sexual orientation, age, disability, religion, ethnic background, or marital status. A cable communications system operator shall comply with all federal, state, and local laws and regulations governing equal employment opportunities, and hiring practices, as the same may be amended from time to time.

28.12.460 Transitional provisions.

- A. Persons operating without a Franchise. The operator of any cable communications system facility installed as of the effective date of this chapter, for which a franchise is required under this chapter, shall have three months from the effective date of this chapter to file one or more applications for a franchise. Any operator timely filing such an application under this Section 4.6.1 shall not be subject to a penalty for failure to have such a franchise so long as said application remains pending; provided, however, nothing herein shall relieve any cable communications system operator of any liability for its failure to obtain any permit or other authorization required under other provisions of the City Code, and nothing herein shall prevent the City from requiring removal of any facilities installed in violation of the City Code.
- B. Persons holding Franchises. Any person holding an existing franchise for a cable communications system may continue to operate under its existing franchise to the conclusion of its present term (but not any renewal or extension thereof) with respect to those activities expressly authorized by the franchise; provided that, such person shall be subject to the other provisions of this chapter to the extent permitted by law.
- C. Persons with pending applications. Pending applications shall be subject to this chapter. A person with a pending application shall have 30 days from the effective date of this chapter to submit additional information to comply with the requirements of this chapter governing applications.

28.12.470 Relation to Title 28 of the Richland Municipal Code.

This chapter shall apply to cable communications systems and cable communications system operators in lieu of the following provisions of RMC Title 28: §§ 28.02.020, 28.02.080, 28.04.010, 28.06.040, 28.08.210, 28.08.220, 28.08.230 - 28.08.270. Except as provided in the preceding sentence, RMC Title 28 shall apply to all cable communications systems and cable communications system operators, and RMC Title 28 shall

apply fully, without these limitations, to the extent any cable communications system operator uses its system to provide any non-cable services.

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

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

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER D. KINTZLEY
City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/21/2016

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 33-16, Amending the 2016 General Fund Budget Appropriation for Professional Services to Update the Comprehensive Plan

Department:

Community & Development Services

Ordinance/Resolution Number:

33-16

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 33-16, Amending the 2016 General Fund Budget Appropriation.

Summary:

In accordance with the Washington State Growth Management Act, Benton County and all of its cities, including Richland, are obligated to review and update their respective comprehensive plans by June of 2017. Under the 2016 General Fund budget, the City made no specific appropriations to fund this project. The assumption made was that City staff would be able to complete this project without requiring additional funding; however, it has become apparent that given the existing daily work load, staff does not have enough capacity to devote the time and attention that the plan update project requires. The proposed budget appropriation would provide the funding necessary for the City to hire a consultant to assist in the plan update process. The total estimated cost for the project is \$150,000. Half of this amount would be included in the 2017 budget, and the other half, \$75,000, requires an additional 2016 budget appropriation. The general fund has adequate resources to absorb this additional expense.

Staff is working through a process of consultant selection and is confident that the funds requested will be adequate to complete the comprehensive plan update.

Fiscal Impact:

The proposed budget amendment will increase appropriations by \$75,000 in the General Fund. Sufficient unappropriated reserves are available to cover this expense.

Attachments:

I. Ordinance No. 33-16

ORDINANCE NO. 33-16

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 General fund.

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

WHEREAS, funds were not appropriated in the General Fund for hiring a land use consultant to assist the City in preparing an update to the City's Comprehensive Plan; and

WHEREAS, pursuant to RCW 36.70A.130(5)(c), the City is mandated to review and update as needed its comprehensive plan and development regulations by June 30, 2017; and

WHEREAS, given current staffing levels and land use permitting activity, staff has determined that it lacks the capacity to complete the work needed for the required plan and development regulation update within the required time frame; and

WHEREAS, a total of \$150,000 is estimated to be sufficient for the hiring of a consultant to complete the required comprehensive plan update, half of which may be included in the 2017 annual budget while the remaining half requires an amendment to the 2016 budget; and

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

WHEREAS, a public hearing was held pursuant to RCW 35.33.091 on June 21, 2016, regarding the increase in appropriations from existing fund balance in the General Fund.

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

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

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

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

General Fund

Current Appropriation: \$50,346,783

Increase in Appropriation: \$ 75,000

Amended Appropriation: \$50,421,783

Section 4. This ordinance shall be effective immediately following the day after its publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland on this ____ day of _____, 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: 06/21/2016

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 34-16, Approving a 10-year Franchise Agreement with Charter Communications

Department:
City Attorney

Ordinance/Resolution Number:
34-16

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 34-16, approving a 10-year Franchise Agreement with Charter Communications.

Summary:

Please see the attached memo containing information relevant to the proposed franchise renewal.

Staff recommends approval of Ordinance No. 34-16 for first reading.

Fiscal Impact:

The City will receive 5% franchise fees for the duration of the 10-year agreement, which is essentially the same as currently received under the previous agreement.

The Public, Education and Government (PEG) access contribution received by the City for use in purchasing and maintaining CityView broadcasting equipment will change from a flat \$50,000 annually, to \$0.35 per subscriber per month, resulting in a decrease of approximately \$14,000 the first year of the agreement.

Attachments:

1. Proposed Ordinance 34-16 (Franchise Agreement)
2. Staff Report - Charter Franchise Renewal

FRANCHISE AGREEMENT

BETWEEN

THE CITY OF RICHLAND

AND

**FALCON VIDEO COMMUNICATIONS, L.P. locally known as
CHARTER COMMUNICATION, INC.**

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ORDINANCE NO. 34-16

AN ORDINANCE OF THE CITY OF RICHLAND granting a 10-year cable communications system franchise to Falcon Video Communications, L.P., locally known as Charter Communications.

WHEREAS, Falcon Video Communications, L.P., locally known as Charter Communications ("Franchisee") has requested a franchise from the City to provide Cable Services; and

WHEREAS, as a condition of receiving said franchise, Franchisee has agreed to abide by the City's current and future lawful policies, ordinances and regulations contained herein and in Richland Municipal Code Title 28, Telecommunications, as existing or hereinafter amended.

NOW THEREFORE, be it ordained by the City Council of the Richland, Washington, as follows:

SECTION 1. GRANT OF FRANCHISE

1.1 Grant. The City of Richland, Washington (hereinafter called the "City") enters into this Agreement with Falcon Video Communications, L.P., locally known as Charter Communications (hereinafter "Franchisee") for the provision of Cable Service within the Franchise Area for the benefit of the residents of the City and to ensure that Franchisee meets the cable-related needs and interests of the City in light of costs. The City hereby grants to Franchisee a non-exclusive Franchise to operate a Cable System to provide Cable Service in the City, and to use the Streets and Public Ways to install, construct, repair, reconstruct, maintain in, on, over, under, upon, across and along any street or highway, such poles, wires, cable, conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, attachments, and other property as may be necessary and appurtenant to said Cable System for that purpose, subject to the terms and conditions of this Agreement, and applicable law. Nothing in this Franchise shall be construed to prohibit the Franchisee from offering any communications service over its Cable System so long as Franchisee complies with all applicable law in so doing.

1.2 Term. The Franchise granted hereby shall expire ten (10) years after its Effective Date unless lawfully terminated in accordance with its terms and other applicable law.

1.3 Effective Date. This Franchise shall become effective on the 31st day following execution of the Franchise by both parties, provided that prior to that date the Franchisee: (a) accepts in writing this Franchise Agreement; and (b) provides all warranties, proofs, and other documents required by the Franchise.

1.4 Franchise Area. The Franchise Area for which this Franchise is granted consists of all areas located within the Richland City limits as they exist on the Effective Date of the Franchise, as well as any areas which are annexed by the City during the term of this Agreement, subject to Section 7.10(C) herein.

1.5 Effect of Acceptance. By accepting the Franchise, the Franchisee and the City: (a) acknowledge and accept the City's legal right to issue and enforce the Franchise; (b) agree that Franchisee will not oppose intervention by the City in any proceeding affecting the enforcement of its rights under this Franchise; (c) accept and agree to each and every provision contained herein; and (d) agree that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and agrees that it will not raise any claim or defense to the contrary.

1.6 Rights Reserved. The rights granted in this Franchise are subject to the City's exercise of its police powers, and nothing in this Franchise shall be read to limit the exercise of those powers. The

City does not waive requirements of various codes, ordinances, and resolutions, including zoning codes and codes regarding building permits and fees, or time or manner of construction, as long as they shall apply under the City's police powers. Any such fees or charges paid, so long as they are consistent with applicable law, shall be paid in addition to the Franchise Fee required under this Franchise.

1.7 Franchisee Compliance. The Franchisee agrees to comply with and is subject to all the terms, conditions, and provisions of the Richland City Code Title 28 regarding Cable Systems and Open Video Systems, and all generally applicable ordinances and regulations of the City necessary to the safety, health, and welfare of the public which are lawfully adopted pursuant to the City's police power, including but not limited to generally applicable zoning ordinances and ordinances establishing construction standards or procedures for use of the Streets. This Franchise is a contract and except as to those changes that are the result of the City's lawful exercise of its police powers, the City may not take any unilateral action that materially changes the explicit terms and conditions of this Franchise, or that materially limits the benefits or materially expands the obligations of the Franchisee that are granted or imposed by this Franchise. In the event of a conflict between the terms and conditions of this Franchise and any City ordinance or regulation, this Franchise will prevail. Any changes to this Franchise must be made in writing signed by the Franchisee and the City.

1.8. Affiliates. Any Affiliate of the Franchisee involved with managing or operating the Cable system in the City, such that it constitutes a Cable Operator of the Cable System in the City, shall be subject to the limitations of, and shall comply with the terms and conditions of this Franchise. The Franchisee shall be fully liable for any act or omission of an Affiliate that controls the Franchisee or is responsible in any manner for the management of the Cable System that results in a breach of this Agreement or a violation of applicable law, as if the act or omission was the Franchisee's act or omission.

1.9 Legal Qualifications. The Franchisee affirms that it meets all the legal qualifications currently set forth in Section 28.12.230(h) of Richland City Code Title 28 Cable Systems and Open Video Systems and in the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, *et seq.*

SECTION 2. SHORT TITLE AND DEFINITIONS

2.1 This Franchise Agreement shall be known and be cited as the "City of Richland and Falcon Video Communications. L.P., locally known as Charter Communications Franchise Agreement." The following terms, phrases, words and their derivations shall have the meaning ascribed to them herein.

"Affiliate" is defined as set forth in Section 522(2) of Title 47 of the United States Code.

"Cable Act" shall refer to the Cable Communications Policy Act of 1984, 47 U.S.C. § 521 *et seq.*, as amended by the Cable Television Consumer Protection and Competition Act of 1992, the Telecommunications Act of 1996, and as it may be further amended during the term of the Franchise.

"Cable Operator" is defined as set forth in Section 522(5) of Title 47 of the United States Code.

"Cable Service" is defined as the one-way transmission to Subscribers of either Video Programming, or other programming service, and subscriber interaction, if any, which is required for the selection or use of Video Programming or other programming service, as set forth in Section 522(6) of Title 47 of the United States Code.

"Cable System" is defined as set forth in Section 522(7) of Title 47 of the United States Code.

“Channel” is defined as set forth in Section 522(4) of Title 47 of the United States Code.

“City”, when used to refer to a geographic area, means the City of Richland, a political subdivision of the State of Washington, in its present incorporated form or in any later recognized, consolidated, enlarged, or *reincorporated* form; when used to refer to an action taken by an entity, the term refers to the governing body of the City of Richland or any entity authorized to act on its behalf.

“Enabling Ordinance” means the Ordinance of the City Council of the City of Richland known as Richland City Code Title 28 Cable Systems and Open Video Systems (*insert City cite*).

“FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.

“Franchise Agreement” or **“Agreement”** shall refer to this contract between the City and the Franchisee entered into in accordance with applicable law.

“Franchisee” means Falcon Video Communications. L.P., locally known as Charter Communications, the entity to which this Cable Franchise is granted by the Richland City Council, and its lawful and permitted successors, assigns, and transferees.

“Gross Revenues” means all revenue actually received by the Franchisee, as determined in accordance with generally accepted accounting principles, that is derived from the operation of Franchisee’s network to provide Cable Service within the Franchise Area, including all of the following:

- a. All charges billed to Subscribers for any and all Cable Service provided by the Franchisee, including all revenue related to programming provided to the Subscriber, equipment rentals, late fees, and insufficient fund fees.
- b. Franchise Fees imposed on the Franchisee by this Franchise that are passed through to, and paid by, the Subscribers.
- c. Compensation received by the Franchisee that is derived from the operation of the Franchisee’s network to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Franchisee’s network such as a “home shopping” or similar Channel subject to paragraph 4 below.
- d. A pro rata portion of all revenue derived by the Franchisee or its Affiliates pursuant to compensation arrangements for advertising derived from the operation of the Franchisee’s network to provide Cable Service within the Franchise Area subject to paragraph 1 below. The allocation shall be based on the number of Subscribers in the local entity divided by the total number of Subscribers in relation to the relevant regional or national compensation arrangement.

For purposes of this Franchise, the term “gross revenues” set forth above does not include any of the following:

1. Amounts not actually received, even if billed, such as bad debt; refunds, rebates, or discounts to Subscribers or other third parties; or revenue imputed from the provision of Cable Services for free or at reduced rates to any person as required or allowed by law, including, but not limited to the provision of these services to public institutions, public schools, governmental agencies, or employees except that forgone revenue chosen not

to be received in exchange for trades, barters, services, or other items of value shall be included in gross revenue.

2. Revenues received by an Affiliate or any other person in exchange for supplying goods or services used by the Franchisee to provide Cable Services. However, revenue received by an Affiliate of the Franchisee from the Affiliate's provision of Cable Service shall be included in gross revenues as follows:
 - (i) To the extent that treating the revenue as revenue of the Affiliate, instead of revenue of the Franchisee, would have the effect of evading the payment of fees that would otherwise be paid to the City.
 - (ii) The revenue is not otherwise subject to fees to be paid to the City.
3. Revenue derived from services classified as noncable services under federal law, including, but not limited to, revenue derived from telecommunications services and information services, other than Cable Services, and any other revenues attributed by the Franchisee to noncable services in accordance with FCC rules, regulations, standards, or orders.
4. Revenue paid by Subscribers to "home shopping" or similar networks directly from the sale of merchandise through any home shopping Channel offered as part of the Cable Services. However, commissions or other compensation paid to the Franchisee by "home shopping" or similar networks for the promotion or exhibition products or services shall be included in gross revenue.
5. Revenue from the sale of Cable Services for resale in which the reseller is required to collect a fee similar to the Franchise Fee from the reseller's Subscribers.
6. Amounts billed to, and collected from, Subscribers to recover any tax, fee, or surcharge imposed by any governmental entity on the Franchisee, including, but not limited to, sales and use taxes, gross receipts taxes, excise taxes, utility users taxes, public service taxes, communication taxes, and any other fee not imposed by this section.
7. Revenue from the sale of capital assets or surplus equipment not used by the purchaser to receive Cable Services from the seller of those assets or surplus equipment.
8. Revenue from directory or Internet advertising revenue, including, but not limited to, yellow pages, white pages, banner advertisement, and electronic publishing.
9. Revenue received as reimbursement by programmers of specific, identifiable marketing costs incurred by the Franchisee for the introduction of new programming.
10. Security deposits received from Subscribers, excluding security deposits applied to the outstanding balance of a Subscriber's account and thereby taken into revenue.

For purposes of this Franchise, in the case of a Cable Service that may be bundled or integrated functionally with other services, capabilities, or applications, the Franchise Fee shall be applied only to the gross revenue, as defined in subsections a-d above, attributable to Cable Service. Where the Franchisee or any Affiliate bundles, integrates, ties, or combines Cable Services with noncable services creating a bundled package, so that Subscribers pay a single fee for more than one class of service or receive a discount on Cable Services, gross revenues shall be determined based on an equal allocation

of the package discount, that is, the total price of the individual classes of service at advertised rates compared to the package price, among all classes of service comprising the package. The Franchisee's offering a bundled package shall not be deemed a promotional activity. If the Franchisee does not offer any component of the bundled package separately, the Franchisee shall declare a stated retail value for each component based on reasonable comparable prices for the product or service for the purpose of determining Franchise Fees based on the package discount.

For the purposes of determining gross revenue, Franchisee shall use the same method of determining revenues under generally accepted accounting principles as that which Franchisee uses in determining revenues for the purpose of reporting to national and state regulatory agencies.

"Normal Business Hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and some weekend hours.

"Other Programming Service" means information that a Cable Operator makes available to all Subscribers generally, as set forth in Section 522(14) of Title 47 of the United States Code.

"Signal" means any analog or digital electrical or light impulses carried on the Cable System, whether one-way or bidirectional.

"State" shall mean the State of Washington.

"Street", "Public Way" or "Right of Way" means land acquired or dedicated for roads and public streets and easements, including but not limited to Utility Easements, which, under the City Charter, the municipal code, city ordinances, and applicable laws, the City has authority to grant permits, licenses, or leases for use thereof, or has regulatory authority over. "Street", "Public Way" or "Right of Way" does not include buildings, parks, poles, conduits or similar facilities or property owned by or leased to the City, including, by way of example and not limitation, structures in the public way such as utility poles, light poles and bridges.

"Subscriber" or "Customer" shall mean any person lawfully receiving Cable Service from the Franchisee.

"Tri-Cities Area" shall include the Cities of Pasco, Richland, West Richland, Kennewick, Benton County and Franklin County.

"Utility Easement" means any easement owned by the City and acquired, established, dedicated or devoted for public utility purposes not inconsistent with telecommunications facilities, excluding easements not specifically allowing license, franchise or lease holders.

"Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station, as set forth in Section 522(20) of Title 47 of the United States Code.

"Video Service" means Video Programming services, Cable Service, or Open Video System service provided through facilities located at least in part in public rights-of-way without regard to delivery technology, including Internet protocol or other technology. This definition does not include (1) any Video Programming provided by a commercial mobile service provider defined in Section 322(d) of Title 47 of the United States Code, or (2) Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

2.2 All words appearing in this Agreement which are identical to the words defined in Section 2.1 shall have the meanings set forth in Section 2.1. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined herein shall be given the meanings set forth in the Cable Act, and, if not defined therein, shall be given their common and ordinary meaning.

SECTION 3. FRANCHISE – LIMITATIONS

3.1 The Franchise does not confer rights other than as provided by this Franchise Agreement, or as provided by federal or State law.

3.2 No privilege or exemption is granted or conferred except those specifically prescribed herein, or provided for by State or federal law.

3.3 The City may delegate its authority except as prohibited by federal or State law.

3.4. The City reserves the right to assert all immunities and defenses that the City may have under applicable law.

3.5 The Franchisee shall at all times be subject to the lawful exercise of the police power of the City, and its other lawful authority, subject to Section 1.7 herein.

3.6 This Franchise is only for the provision of Cable Services. It shall not act as a bar or in any respect prevent imposition of additional or different conditions, including additional fees related to the provision of, or the use or occupancy of the Rights-of-Way to provide, noncable services, subject to applicable law. Nothing in this section is intended to expand or contract the City's rights to regulate noncable services nor Franchisee's right to provide lawful services over its Cable System.

3.7 Nothing in this Franchise Agreement shall be read to create an expectancy of renewal or to in any respect entitle the Franchisee to renewal or extension of this Franchise, except as may be expressly required by applicable law. The City and Franchisee agree that any proceedings undertaken by the City that relate to the renewal of the Franchisee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

3.8 Any privilege claimed under any Franchise by the Franchisee in any Street or other public property where there exists prior lawful occupancy of the Streets or other public property by another person shall be subject to Section 8.2.G. of this Franchise.

3.9 The Franchisee shall, by acceptance of the Franchise granted herein, defend the City, its officers, boards, commissions, agents, and employees for all claims for injury to any person or property caused by the negligence of the Franchisee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold the City, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any person or property as a result of the negligence of the Franchisee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System. The City shall give the Franchisee written notice of its obligation to indemnify the City within fifteen (15) days of receipt of a lawsuit or similar action pursuant to this section. In the event any such lawsuit or similar action arises, the City shall tender the defense thereof to the Franchisee, and Franchisee shall have the right to defend, settle or compromise any claims arising hereunder. If the City determines in good faith that its interests cannot be represented by the Franchisee, the Franchisee shall

be excused from any obligation to represent the City. Notwithstanding the foregoing, the Franchisee shall not be obligated to indemnify the City for any damages, liability or claims resulting from the willful misconduct or negligence of the City or for the City's use of the Cable System, including any Public, Education and Government ("PEG") Channels.

3.10 City and Franchisee shall have all rights afforded them pursuant to 47 U.S.C. § 555.

SECTION 4. NON-EXCLUSIVE FRANCHISE AND COMPETITION ENCOURAGED

4.1 This Franchise Agreement and the right it grants to use and occupy the public Right of Way is not exclusive and does not explicitly or implicitly preclude the issuance of other franchises to operate Cable Systems within the City, affect the City's right to authorize use of the public Right of Way by other persons to operate Cable Systems, or affect the City's right to itself construct, operate or maintain a Cable System, in which case the City's rights shall not differ from any other provider of Cable Service or Video Service subject to Section 19.8.

SECTION 5. NO WAIVER

5.1 The failure of the City or the Franchisee, upon one or more occasions, to exercise a right or to require compliance or performance under this Franchise Agreement or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing.

5.2 Waiver of a breach of this Franchise Agreement or the Enabling Ordinance is not a waiver of any similar or different breach. Neither the grant of this Franchise nor any provision herein shall constitute a waiver or bar to the exercise of any governmental right or power of the City, including, without limitation, the power to exercise eminent domain, subject to Section 1.7 of this Franchise.

SECTION 6. CUSTOMER PROTECTION

6.1 Customer Protection. The Franchisee hereby represents and warrants that on the Effective Date of this Franchise it meets or exceeds the FCC Customer Service Standards (47 C.F.R. § 76.309(c), 47 C.F.R. § 76.1602-1604, and 47 C.F.R. § 76.1619 attached as Appendix A), and agrees to comply with FCC Customer Service Standards throughout the term of this Agreement as they may be amended or modified from time to time.

6.2 Privacy. The City and the Franchisee shall comply with the requirements of Cable Act Section 631 (47 U.S.C. § 551).

6.3 Sale of Subscriber Lists and Personalized Data.

A. The Franchisee shall be subject to the provisions of federal law regarding limitations on the Franchisee's collection and use of personally identifiable information, and the protection of Subscriber privacy.

B. Nothing in this Franchise shall be read to limit the City's right to adopt other laws pursuant to its general police powers, and to apply those laws to Franchisee, subject to Section 1.7 and applicable law.

6.4 Maintenance and Complaints.

A. The Franchisee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. The Franchisee shall, at all times, employ

ordinary care and shall use commonly accepted methods and devices to prevent failures and accidents which are likely to cause damage.

B. Complaints concerning billing, employee courtesy, programming, safety, or the Franchisee's operational policies, as well as all other complaints, including complaints about outages, Signal quality, and service disruptions, shall be recorded where practicable. The Franchisee will maintain records of complaints for three (3) years. Copies of the complaint records shall be provided to the City on request.

C. The Franchisee shall maintain a repair force of technicians sufficient to comply with this Franchise which includes the FCC Customer Service Standards under normal operating conditions and to respond to Subscriber complaints, loss of service, or requests for service. The Franchisee shall have in place at all times the equipment necessary to locate and correct Cable System malfunctions.

D. All Subscribers and members of the general public in the City may direct complaints and inquiries regarding the Franchisee's service or performance to the City. In addition to such other actions it may take to enforce this Franchise, upon the request of all parties involved in a dispute, the City may act as a board of review of a complaint or dispute, and recommend action for resolution.

6.5 Non-discrimination and Equal Employment Opportunity.

A. Throughout the term of this Franchise, the Franchisee shall fully comply with the equal employment opportunity requirements of federal, State, and local law and, in particular, FCC rules and regulations relating thereto. Upon request by the City, the Franchisee shall furnish the City a copy of the Franchisee's annual statistical report filed with the FCC, along with proof of the Franchisee's annual certification of compliance. In the event the Franchisee is at any time determined by the FCC not to be in compliance with said FCC rules or regulations, the Franchisee shall notify the City within 15 days of its notice of such noncompliance from the FCC.

B. The Franchisee shall not deny, delay, or otherwise burden service or discriminate against Subscribers within its Franchise Area on the basis of age, race, creed, religion, color, sex, national origin, marital status, sexual orientation, physical or mental disability, or political affiliation.

C. The Franchisee shall not deny Cable Service to any group of potential Subscribers because of the income of the residents of the area in which the group resides.

D. The Franchisee shall ensure that its services are accessible, as far as reasonably practical, to people with disabilities. All programming received by the Franchisee with closed-captioning shall be retransmitted by the Cable System including the closed-caption Signal. The Franchisee shall comply with all applicable federal, State and local laws.

6.6 Parental Control Device. Upon request, the Franchisee shall provide parental control devices or technology to any Subscriber.

SECTION 7. SYSTEM FACILITIES, EQUIPMENT, AND SERVICES

7.1 Cable System Design and Functionality

A. As of the Effective Date of this Agreement, the Franchisee operates, maintains and makes available to all residents of the City its existing 860 MHz Hybrid Fiber-Coax Cable System. The Franchisee agrees that, throughout the term of this Agreement, subject to applicable law, it will operate, maintain and make available to all residents of the City a Cable System that has comparable or greater capacity than that which it provided on the Effective Date of this Agreement.

B. The Headend has 24-hour backup power supply. Each node power supply has a minimum four-hour backup and hub sites and optical transfer nodes have six-hour backup power supplies. Such equipment has been constructed and will be maintained so as to cut in automatically upon failure of the commercial utility power, and to revert automatically to a standby mode when alternating current power returns, and complies with all utility and other safety regulations to prevent the alternate power supply from powering a “dead” utility line in order to prevent injury to any person.

C. Franchisee shall install and maintain necessary equipment to ensure that all closed captioning programming received by the Cable System shall include the closed caption Signal so long as the closed caption Signal is provided consistent with FCC standards.

D. Franchisee agrees to maintain the Cable System in a manner which meets or exceeds FCC technical quality standards at 47 C.F.R. § 76 Subpart K as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.

E. The Franchisee shall comply with all applicable federal and State laws, as they may from time to time be amended, concerning system compatibility with Subscribers’ consumer electronics equipment.

F. Pre-existing PEG Access Transport. As of the Effective Date of this Agreement the Franchisee provides transport of PEG programming between the currently existing demarcation points at the addresses listed below and the Franchisee’s headend. The Franchisee agrees to continue to provide and maintain this PEG transport at no cost to the City throughout the term of this Agreement.

1. Richland City Hall, 505 Swift Blvd., Richland, WA 99352, or, after Richland relocates City Hall to 625 Swift Blvd., Richland, WA 99352, between a mutually agreeable demarcation point at 625 Swift Blvd. and the Franchisee’s headend.
2. Pasco City Hall, 525 N. 3rd Ave., Pasco, WA 99301.
3. Washington State University, 2710 Crimson Way, Richland, WA 99354.
4. Richland School District Special Projects Building, 615 Snow Ave., Richland, WA 99352.

G. During the term of this Franchise, the City shall deliver PEG video programming to the currently existing or mutually agreed upon demarcation points for the addresses listed in Section 7.1.F. above, using Franchisee-provided transport described in Section 7.1.F., in a format reasonably acceptable to Franchisee.

H. Additional or Replacement PEG Transport. During the term of this Franchise, the City may request replacement (of any of the locations listed in Section 7.1.F) or additional PEG transport within the Franchise Area. If the City chooses to move a location identified in Section 7.1.F to a new address, deliver PEG video programming from an address not identified in Section 7.1.F, or create a new access center, the City may elect to have the Franchisee provide and maintain an electronic connection between the moved or new location and the Cable System headend. At the City’s request and at its expense, this connection shall be designed so that the City can: (a) send Signals to the headend on multiple channels simultaneously; (b) receive Signals from other locations on multiple channels simultaneously; (c) remotely route Signals originated at the access center or at other locations onto any PEG access or institutional use channels on the Cable System; and (d) otherwise control the Signals to allow for smooth breaks, transitions, and insertion of station IDs and other material. The City shall request and Franchisee shall provide a written estimate of the costs associated with such PEG construction, equipment, maintenance, and transport, and if approved by the City, Franchisee shall complete the moved or new PEG connection at the expense of the City. Franchisee shall construct such

PEG connections to the extent feasible within one hundred and twenty (120) days of receiving written request from the City, or as otherwise agreed upon by the City and Franchisee.

7.2 Interconnection.

A. Interconnection with Other Systems Serving the City.

1. At the City's request, the Franchisee shall interconnect its Cable System with other Cable Systems serving this Service Area or an area adjacent to the Service Area for the purpose of sharing PEG programming, provided the Franchisee is able to reach agreement with the other operator for the interconnection on reasonable terms and conditions, and the City obtains any necessary consent from the other Cable System's franchising authority. Nothing in this subsection shall be construed as requiring the Franchisee to increase the number of Channels for PEG programming beyond the maximum number agreed to herein.

2. The Franchisee and the City agree that on the Effective Date there are no Cable Systems or Open Video Systems, not owned by the Franchisee, operating within the City of Richland. However, if in the future a Cable System or Open Video System is constructed in the City, Franchisee will negotiate in good faith with the City to interconnect its Cable System with such other Cable System or Open Video System for the exchange of PEG access programming. The costs of such interconnection shall be fully borne by the Cable Operator or Open Video System operator seeking interconnection. There shall be no charge to the City or its Designated Access Provider for the use of the interconnection for delivery of PEG access programming from the Cable System to other Cable Systems or Open Video Systems.

B. Cooperation. The City understands that interconnection requires cooperation from other Cable System operators. The City shall make every reasonable effort to assist Franchisee in achieving the cooperation necessary to realize interconnection.

C. Franchisee Not a Common Carrier. Nothing in this Agreement shall be deemed to require the Franchisee to assume the status of a common carrier as defined under applicable law.

7.3 Cable System Rebuild.

A. During any future major rebuild of the Cable System and no later than one-hundred and twenty (120) days prior to the date construction on the rebuild of any portion of the system is scheduled to begin, the Franchisee shall provide a detailed Cable System design and construction plan and timeline, which shall include at least the following elements or their contemporary equivalent to the extent necessary:

1. Design type; fiber, HFC (hybrid fiber coax) cable, or other design; number and location of hubs or nodes.
2. Distribution system – cable, fiber, equipment to be used.
3. Headend design and reception facilities.
4. Plans for standby power at headend, hubs/nodes, and satellite terminals. The plan should state the make and model number of equipment to be used as well as standby time capacity.
5. Longest amplifier cascade in the Cable System (number of amplifiers, number of miles, type of cable/fiber).

6. Construction maps for the rebuild, subject to confidentiality to the extent authorized by law. If the City cannot guarantee the confidentiality of Franchisee's construction maps, Franchisee will make those maps available for inspection during normal business hours. The rebuild will be shown on maps of industry standard scale using standard symbols, and shall depict all electronic and physical features of the cable plant.

B. The City shall have forty-five (45) days from the date the Franchisee provides the City the design and construction plans for review to submit comments on the plans. The Franchisee agrees to consider any comments which are timely submitted, and to submit a written response to the City's comments prior to commencing the rebuild.

7.4 Performance Testing.

A. Franchisee shall perform the following tests on its Cable System:

1. All tests required by the FCC; and
2. All other tests reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Franchise.

B. Franchisee shall maintain written records of all results of its Cable System tests as required by this Franchise, performed by or for the Franchisee, for a period of three (3) years. Such test results shall be available for inspection by the City upon reasonable request.

C. Tests may be witnessed by representatives of the City, provided the City provides advance written notice of its intent to witness such tests.

7.5 System Inspections. The City may inspect the Franchisee's Cable System and any construction or installation work performed under this Franchise in a manner that does not result in interruption of service to determine compliance with the Franchise Agreement, and applicable federal, State and local law, subject to Section 1.7.

7.6 Other Construction Procedures. The Franchisee:

A. shall follow a Cable System design and construction plan consistent with its obligations under this Franchise, and use the equipment specified (or substitute equipment of equivalent or better quality) in such distribution system design plan and construction plan (except insofar as those plans, if carried out, would result in construction of a system which would not meet requirements of applicable law, subject to Section 1.7; and except for such minor modifications as are typical in the industry);

B. shall use equipment of good and durable quality;

C. shall notify City residents in any construction area at least one day in advance before first entering onto private property to perform any work which will involve excavation, replacement of poles, tree trimming, or other major work on that private property, subject to applicable law, except in case of emergencies;

D. shall ensure that any contractor or subcontractor used for work and construction, operation, or repair of Cable System equipment must be properly licensed under laws of the State and any generally applicable law, and each contractor or subcontractor shall have the same obligations with respect to its work as Franchisee would have under this Agreement and other applicable law if the work were performed by Franchisee;

E. shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with this Franchise Agreement and applicable law, shall be responsible for all acts or omissions of contractors or subcontractors, shall be responsible for promptly correcting acts or omissions by any contractor or subcontractor, and shall implement a quality control program (this section is not meant to alter tort liability of Franchisee to third parties);

F. shall provide as-built and design maps in electronic format for the City's review after the completion of system construction in the City; and

G. shall make available to the City upon request maps showing the actual location of additions or extensions to its lines within thirty (30) days of completion of Cable System construction in any geographic area.

7.7 System Maintenance.

A. Interruptions to be minimized. Whenever possible, the Franchisee shall schedule maintenance so that activities likely to result in an interruption of service are performed during periods of minimum Subscriber use of the Cable System. The Franchisee shall make best efforts to minimize interruptions of service consistent with reasonable and customary construction practices.

B. Maintenance Practices. In addition to its other obligations, the Franchisee shall: (a) use replacement components of good and durable quality, with characteristics better or equal to replaced equipment; and (b) follow the more stringent of industry maintenance standards or corporate maintenance standards.

7.8 System Performance. The Cable System shall meet or exceed the standards set forth in 47 C.F.R. § 76 subpart K, as those standards may be in effect at all times. If the FCC standards are eliminated and not replaced, the City may continue to enforce the standards which existed prior to the date of elimination. If FCC standards are amended or replaced, the City may enforce such new FCC standards.

7.9 Future System Upgrades/Rebuilds. The Franchisee shall provide additional or new facilities and equipment, expand Channel capacity, and otherwise upgrade or rebuild its Cable System throughout the Franchise term as required to incorporate improvements in technology, as necessary and where financially and technically reasonable.

7.10 Service Availability.

A. The Franchisee shall construct, operate, maintain and extend its Cable System so that it is able to provide service throughout the Franchise Area described in Section 1.4 pursuant to Section 7.10.B.1.

B. System Extension Requirements.

1. Franchise Area Boundaries. For areas within the Franchise Area that are unserved and for areas that may be annexed to the City during the Franchise term pursuant to Section 7.10.C, the Franchisee must extend service upon request to any prospective Subscriber at published service rates, without any additional charge for extending service, other than service drop installation, when there are at least thirty (30) homes per linear strand mile of cable as measured from the Franchisee's closest trunk, distribution, or feeder cable that is actively delivering Cable Service as of the date of such request for service. If such residence is located within one hundred twenty-five (125) feet of the Franchisee's feeder cable, the Cable Service will be provided at the Franchisee's published rate for standard installations. Notwithstanding the foregoing, the Franchisee shall have the right, but

not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service.

2. Cost Sharing. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 7.10.B.1 above, the Franchisee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Franchisee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers who are in areas that do not meet the density requirements of Section 7.10.B.1 shall also be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence.

3. Subscriber Drops. The Franchisee shall not assess any additional cost for service drops of one hundred twenty-five (125) feet or less (a "Standard Installation") unless extraordinary circumstances justify a higher charge, subject to Section 7.10.B.4. Where a drop exceeds one hundred twenty-five (125) feet in length, the Franchisee may charge the Subscriber for the difference between the Franchisee's actual costs associated with a Standard Installation and the Franchisee's actual cost of installing the longer drop.

4. Undergrounding of Drops. In any area where the Franchisee would be entitled to install a drop above-ground, the Franchisee may provide the Subscriber the option to have the drop installed underground, but may charge the Subscriber the difference between the standard cost (or actual cost for a drop greater than one hundred twenty-five (125) feet) of the above-ground installation and the actual cost of the underground installation.

5. Time for Extension. The Franchisee shall extend service as described herein to any prospective Subscriber who requests it subject to other provisions of this Franchise. If the prospective Subscriber is located in the Franchise Area and service can be provided by a Standard Installation, service shall be provided within seven (7) business days of the request under normal operating conditions, subject to other provisions of this Franchise and Section 6.1.

C. Annexation.

1. City Notice of Annexation. In the event the City annexes any area which is being provided Cable Service by the Franchisee or otherwise modifies the Franchise Area, the City shall provide to Franchisee, within ten (10) working days of passage by City Council, a copy of the City ordinance, legal description, if not found in the ordinance, addresses and a map defining the annexed area or other changes within the Franchise Area. The Franchisee shall not be obligated to collect and remit Franchise Fees until such notice and information has been received by the Franchisee.

Every written notice served upon Franchisee for this subsection shall be delivered or sent (with proof of delivery) to:

Attn: Director, Government Relations
Charter Communications
222 NE Park Plaza Drive, #231
Vancouver, WA 98684

With a copy to:

Attn: Vice President, Government Affairs
Charter Communications

12405 Powerscourt Drive
St. Louis, MO 63131

Franchisee may indicate a different delivery address via written notice to the City, pursuant to subsection 19.7.

2. Franchisee Update of Subscriber Information. Following annexation or a modification to the Franchise Area, Franchisee shall provide written notice to the City, within ninety (90) days following an annexation or other modification to the Franchise Area, indicating that Subscriber addresses within the annexation area or modified Franchise Area have been updated to reflect the City as the new franchising authority. Franchisee shall pay the City Franchise Fees on revenue received from the operation of the Cable System to provide Cable Services in the annexation area or modified Franchise Area commencing ninety (90) days after the Franchisee's receipt of City's written notice.

3. Franchisee Service to Newly Annexed Areas. Upon the annexation of any additional area by the City, the following conditions apply:

- a. If the annexed area is unserved by a Cable Operator, Franchisee agrees to extend service pursuant to Section 7.10.B. of this Franchise Agreement.
- b. If the annexed area is served by another operator, Franchisee has the right, but not the obligation, to extend the Cable System into the annexed area.

7.11 Public, Educational, and Government Use

A. Designated Access Providers.

1. The City shall designate PEG access providers ("Designated Access Providers"), including to itself, to control and manage the use of any or all of the PEG Access Channels and/or resources provided by the Franchisee under this Agreement. The City will not designate the Franchisee to serve as a Designated Access Provider.

2. The Cities of Richland and Pasco have agreed to collaborate with regard to the development of PEG access and the identification of Designated Access Providers. Based upon public input received, the Cities wish to encourage the development of a Tri-Cities approach to the provision of PEG access programming and the delivery of PEG access services. The Cities may designate an entity (ies) to operate a community media center ("CMC") and to operate PEG Access Channel(s). The Government Access channels shall continue to be operated by the local government staff unless the City chooses to designate an entity other than itself, and other than the Franchisee, to operate the Government Access channels.

B. PEG Access Channel Capacity. On the Effective Date of this Franchise, the Franchisee provides four (4) downstream Channels to cable Subscribers for PEG access in Richland. The Franchisee shall provide throughout the term of this Agreement four (4) PEG Access Channels, subject to the provisions of this Section ("PEG Access Channel").

1. The Franchisee may seek the return of up to one (1) PEG Access Channel if any PEG Access Channel is not programmed for at least thirty-six (36) hours per week with non-repetitive locally produced PEG video programming measured on a quarterly basis through the second anniversary of this Franchise, and at least forty-eight (48) hours per week measured on a quarterly basis thereafter.

- a. For the purposes of this section, “locally produced PEG video programming” means programming produced or provided by any City resident, the City, or any local public or private agency that provides services to residents of the City; or any transmission of a meeting or proceeding of any local governmental entity within the City. A program will not be deemed to constitute “locally produced PEG video programming” if it duplicates programming otherwise carried by Franchisee on the Cable System.

Franchisee shall be required to carry three (3) PEG Access Channels pursuant to this Section so long as those Channels are utilized by the City for locally produced PEG video programming in any quantity. Time allocated to character-generated or similar programming shall be excluded from the determination of when such Channel is in use and programmed.

The City shall keep records of the amount of locally produced PEG video programming carried on the PEG Access Channels. Upon request by the Franchisee, not to exceed two (2) requests per calendar year, the City or its Designated Access Provider shall provide a report of the amount of locally produced PEG video programming carried on the PEG Access Channels.

- b. The Franchisee shall give the City four (4) months’ notice of its intent to reclaim a PEG Access Channel. If during that four (4) month period the number of hours per week of locally produced PEG video programming meets or exceeds the programming levels set forth in this Section for four (4) consecutive weeks, the City shall retain the use of the Channel for PEG access purposes.
 - c. The City may gain the return of a PEG Access Channel by providing information to the Franchisee that demonstrates that the Channel can be programmed for thirty-six (36) hours per week with locally produced PEG video programming (as defined herein). At such time, the Franchisee shall have three (3) months to restore the PEG Access Channel for the use by the City or its Designated Access Provider for PEG access purposes.
 - d. The PEG Access Channels, facilities, and equipment shall not be used for the cablecast of a program whose primary purpose is commercial or for profit, such as leasing capacity. Sponsorship recognition is permitted in the following form only. A program sponsor or underwriter may be recognized by name and/or logo in the 15 second video and/or audio acknowledgement window at the beginning and end of a sponsored or underwritten program. By way of example, allowable sponsorship recognition could be: “Support for this program was underwritten by a donation from Sponsor ABC.” Recognized sponsors may be individuals, private companies or organizations.
2. PEG Access Channel Quality and Capability.
 - a. The Franchisee shall not be required to carry any PEG Access Channel in a higher quality format than that of the Channel Signal delivered to Franchisee. Franchisee shall distribute the PEG Access Channel Signal without material degradation, provided, however, this subsection shall not apply to the conversion of PEG Access Channel Signals to a different technical format, such as when the City delivers a PEG Signal in high-definition (“HD”) format and Franchisee converts such Signal to standard definition format for cablecasting, unless Franchisee has agreed to carry the PEG Access Channel in HD pursuant to

Section 7.11.B.4 herein. The PEG Signal must be viewable by all Subscribers without the need for any equipment other than the equipment, including converters, that a Subscriber requires to receive the lowest cost level of Cable Service. The PEG Access Channel, to the extent permitted by the Signal provided to the Franchisee, shall function with the same picture and sound quality level as other like Channels.

- b. Upon request, throughout the term of the Franchise, Franchisee shall provide updated contact information for a local technical representative with local knowledge of the City's PEG operations, who shall be available to the City for consultation on technical matters as the need may arise. This technical representative shall be accessed through a direct telephone number available to the City (as opposed to a general public number). The Franchisee shall not impose any fees or charges to the City for this technical consultation. If such consultation is insufficient to diagnose the matter in question, within twenty-four (24) hours of a written request from City to the Franchisee identifying a technical problem with a PEG Access Channel Signal and requesting assistance, Franchisee will provide, free of charge to City, diagnostic services to determine whether or not a problem with a PEG Signal is the result of matters for which Franchisee is responsible and if so, Franchisee will take prompt corrective action, free of charge to City, subject to the limitations on Franchisee's responsibilities outlined in Section 7.11 herein. If the problem persists and there is a reasonable dispute about the cause, then the parties shall meet with engineering representation from Franchisee and the City in order to mutually determine the course of action to remedy the problem. Nothing herein shall be construed to obligate Franchisee to correct problems or take any other action caused by City's Signal, City's network or internal wiring, City's equipment, PEG access program content or other issues within City's reasonable control.

3. Indemnification and Restrictions. The Franchisee shall not be responsible for operating and managing the PEG Access Channel(s) including approving any PEG programming and/or for obtaining releases from programmers for any PEG programming. The City shall hold harmless the Franchisee from and against any and all liability resulting from the City's use of the aforementioned PEG Access Channel(s). The City shall require all local programmers or users of any of the PEG Access Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Franchise and to indemnify, defend, and hold harmless Franchisee and the City from and against any and all liability, claim, judgment, action, loss, cost, damage, or expense (including the cost of defending claims or litigation) arising out of or resulting from programming produced or provided by third parties which is cablecast on a PEG Access Channel.

4. High Definition PEG Access Channel. Following the third anniversary of this Franchise, Franchisee shall provide one (1) PEG Access Channel in HD format. The Franchisee shall carry the HD format Access Channel Signals provided by the City or its Designated Access Provider and the closed captioning, stereo audio, and secondary audio components associated with the programming. The City or its Designated Access Provider shall be responsible for providing the PEG Access Channel Signal in an HD format. The Franchisee shall transport and distribute the PEG Access Programming without material degradation. The City shall be responsible for the costs of all transmission equipment, including HD modulator and demodulator, and encoder or decoder equipment, and multiplex equipment, required in order for Franchisee to receive and distribute the City's HD PEG Access Channel Signal, or for the cost of any resulting upgrades to the video return line. The HD PEG Access Channel provided under this section will replace one of the [three (3)] [four (4)] PEG Access Channels described in Section 7.11.B. and will not be an additional PEG Access Channel. If Franchisee no longer provides any Channels in the City in HD, then it will have no obligation

to provide an HD PEG Access Channel under this paragraph but shall continue to have an obligation to provide PEG Access Channels consistent with this Franchise.

At such time that the Franchisee offers all Channels on its Cable System in HD format, the Franchisee shall carry all PEG Access Channels in HD format.

C. Requirements Regarding Rules and Procedures for use of PEG Access Channels.

1. The Franchisee may not exercise any editorial control over the content of programming on the designated PEG Access Channels (except for such programming the Franchisee may produce and cablecast on the same basis as other PEG Access Channel users).

2. Neither the City nor the Franchisee shall exercise editorial control over the content of programming on the designated PEG Access Channels (except for such programming that the City or Franchisee may produce and cablecast, respectively).

D. Support for Access. The City and the Franchisee agree that support of PEG Access is a partnership. It is the intent of the City to utilize Franchise Fees as necessary to defray the costs of PEG Access Channels and to support the development of a Community Media Center. The Franchisee agrees that it will commit funding in support of PEG Access as contained in Section 7.11.E. of this Agreement in accordance with applicable federal law. Franchisee may, pursuant to FCC rules, pass through to Subscribers the costs associated with meeting PEG Access obligations contained in this Franchise.

E. Financial Support for PEG Access. Franchisee shall provide to the City thirty-five (35) cents per month per Subscriber for PEG capital support (the "PEG Fee"). Each PEG Fee payment shall be due and payable no later than forty-five (45) days following the end of the quarter from when the PEG Fee takes effect. The new payment terms and conditions of this Franchise shall take effect sixty (60) days after the Effective Date of the Franchise. The Franchisee shall be obligated to provide the PEG Fee described in this Section so long as one or more PEG Access Channels are being programmed pursuant to Section 7.11.B.

The City agrees to use the PEG Fee in a manner consistent with 47 U.S.C. § 542(G)(2)(C) and any other applicable provisions of the Cable Act, applicable law, or regulations as currently written or amended in the future. The City and Franchisee agree that the PEG Fee is in addition to the Franchise Fee, and falls within the exception at 47 U.S.C. § 542(g)(2)(C). Franchisee shall be entitled to recover the PEG Fee from Subscribers, as allowed by law. The City shall permit a duly authorized representative of the Franchisee, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis, any and all records, equipment and facilities to ensure the City's compliance with this section.

F. Promotion. Franchisee shall, throughout the term of this Agreement, provide the following services to the City and its Designated Access Provider(s).

1. The parties acknowledge that Franchisee contracts with a third party or parties to provide on-screen and on-line program listings. Franchisee shall provide the City with information about and introduction to the service provider(s) so that detailed program information for each PEG Access Channel can be included in the program listings. It shall be the responsibility of the City, or its designee, to provide such detailed program information to the third-party entity or entities that produce such listings for Franchisee in accordance with each such entity's normal format and scheduling requirements and at the City's or Designated Access Provider's cost.

2. The Franchisee shall identify the Channel locations of PEG Access Channels in its print and website postings of Channel program listings for the City (i.e., annual notifications to Subscribers and printed Channel cards).

G. PEG Access Channel Locations.

1. The PEG Access Channels shall be located on Franchisee's lowest cost level of Cable Service, to the extent required by law.

2. Relocation of PEG Access Channels. Franchisee shall use reasonable efforts to minimize relocation of PEG Access Channels. Franchisee shall notify the City and/or its Designated Access Provider with a minimum of sixty (60) days written notice of any relocation of a PEG Access Channel. The Franchisee shall provide all Subscribers with as much prior written notice of any relocation of a PEG Access Channel as possible, but in no event less than thirty (30) days.

H. Complimentary Cable Drops and Cable Service to Public Buildings.

1. The Franchisee shall provide expanded basic Cable Service to a single drop, with one set-top box (if necessary), at each elementary and secondary public school building and public library building that currently receives service as of the Effective Date of this Franchise, on the school's or library's request, without charge, for as long as Charter participates in the industry supported Cable in the Classroom program.

2. Franchisee shall provide, without charge, one (1) activated outlet which includes the lowest tier of Cable Service which includes PEG Access Channels to Richland City Hall, Richland School District Special Projects Building, and Washington State University, at the addresses listed in Section 7.1.F., as well as one additional PEG access location to be identified by the City, subject to Section 7.10.B., so that City may view and monitor PEG Access Programming. The Cable Service provided pursuant to this Section shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The City shall take reasonable precautions to prevent any inappropriate use of or loss or damage to the Franchisee's Cable System. The City shall not install other outlets or make any other alterations to the Cable System installed by Franchisee.

3. On or before the date when PEG Access programming is delivered in HD format, the Franchisee shall provide HD service (including any necessary equipment [e.g., HD converter, etc.], installation of that drop, and subscription to the HD basic service tier or its equivalent) to the City to enable it to monitor the HD transmission and reception of PEG Access programming.

I. General. If Franchisee makes changes to its Cable System that necessitate modifications to PEG Access Signal transmission facilities and equipment, Franchisee shall provide thirty (30) days advance notice of such changes to the City, and shall take reasonable measures to ensure that PEG Signal transmission facilities and equipment may be used and operated as intended and without interruption, including, among other things, transmission of live and taped communications to Subscribers.

7.12 No City Control. During the term of this Franchise, the City may not prohibit the Franchisee from providing any program or class of programs, or otherwise censor communications over the Cable System, except that nothing in this section shall be read to authorize the Franchisee to engage in communications which are prohibited by law.

7.13 Emergency Alert System.

A. The Franchisee shall install and maintain an Emergency Alert System ("EAS"). Franchisee shall comply with the EAS requirements of the FCC and federal law, in order that required emergency messages may be distributed over the system.

B. To the extent the City is approved or authorized to operate the EAS, the City shall permit only appropriately trained and authorized persons to operate the EAS equipment, and shall take reasonable precautions to prevent any use of the Franchisee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the City shall hold the Franchisee, its employees, officers and assigns harmless from any claims or costs arising out of the EAS or the emergency use of its facilities by the City.

SECTION 8. CONSTRUCTION STANDARDS

8.1 Existing Poles to be Used. To the extent possible, Franchisee shall use and have the right to use existing poles, conduits, and other facilities whenever possible. Additional poles may not be installed in the right-of-way, nor may pole capacity be increased by vertical or horizontal extenders, without obtaining all legally required permits of the City. This Franchise does not confer the right to place or maintain facilities in any particular location, or in any particular manner in the rights of way or any other property occupied pursuant to this Franchise.

8.2 Without limiting the provisions of Sections 2 and 3 herein:

A. Franchisee agrees that its occupation of the rights of way and such property is subject to the lawful supervision and control of the City.

B. In the event of emergency, the City may move, relocate or remove Franchisee's facilities without prior notice to Franchisee, provided that the City provide notice to Franchisee of such action as soon as practicable. Except as specifically stated, any action that the Franchisee may reasonably be required to take shall be at Franchisee's expense.

C. Undergrounding.

1. Whenever all existing utilities are located underground in an area of the Franchise Area, Franchisee must locate its cable communications system underground in the same area.

2. Whenever the owner of a pole on which Franchisee is attached locates or relocates underground within an area of the Franchise Area, Franchisee shall concurrently relocate its facilities underground in the same area. In the event that any telephone or electric utilities are reimbursed by the City for the placement of cable underground or the movement of cable, the Franchisee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

3. The City may, for good cause shown, exempt a particular system or facility or group of facilities from the obligation to locate or relocate facilities underground, where relocation is impractical, where ordinary engineering practices make undergrounding impractical, or where the City and the Subscriber's interest can be protected in another manner. Nothing in this section prevents the City from ordering communications facilities to be located or relocated underground under generally applicable provisions of the City Code or its general police powers.

D. The construction, installation, operation, and maintenance of the Cable System and all parts thereof shall be performed in an orderly and workmanlike manner. All such work shall be performed in accordance with the following safety, construction, and technical specifications, codes and standards, as they may now exist or be amended or adopted hereafter, to the extent applicable:

1. Occupational Safety and Health Administration (OSHA) Safety and Health Standards;
2. National Electrical Code;
3. National Electrical Safety Code (NESC);
4. Obstruction Marking and Lighting, AC 70/7460, i.e., Federal Aviation Administration;
5. Construction, Marking and Lighting of Antenna Structures, FCC Rules 47 C.F.R. Part 17;
6. all federal, State and municipal construction requirements, as it pertains to the City's general police powers, including FCC Rules and Regulations and environmental regulations;
7. all building and zoning codes, and all land use restrictions and local safety codes;
8. the Enabling Ordinance, subject to Section 1.7; and
9. State or local standards for Vehicular Traffic Control.

In the event of a conflict among codes and standards, the most stringent code or standard shall apply (except insofar as those standards, if followed, would result in a Cable System which could not meet requirements of federal, State, or local law; and except for such minor modifications as are typical in the industry). The City may adopt generally applicable and reasonable additional standards as required to ensure that work continues to be performed in an orderly and workmanlike manner, or to reflect changes in standards which may occur during the Franchise term.

E. The Franchisee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities, subject to reasonable time, place and manner restrictions. If substantial alteration or removal of a tree or trees is required to safeguard Franchisee's infrastructure, Franchisee shall obtain permission from City prior to any action, and in the event of destruction or removal, compensate City for the lost value of the impacted tree(s).

F. Movement of Facilities for Government.

1. The Franchisee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Franchisee when lawfully required by the City pursuant to its general police powers, including by reason of traffic conditions; public safety; public rights-of-way construction and repair (including regrading, resurfacing or widening); public right-of-way vacation; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, tracks, or any other type of government owned system or utility, public work, public facility, or improvement; or for any other purpose where the work involved would be aided by the removal or relocation of the Cable System.

2. Except in the case of emergency, the City shall provide written notice describing where the public work is to be performed at least one week prior to the deadline by which Franchisee must protect, support, temporarily disconnect, relocate or remove its facilities. Franchisee shall be responsible for any costs associated with these obligations to the same extent all other users of the City rights-of-way are responsible for the costs related to the relocation of their facilities. Provided that, in an emergency, or where the Cable System creates or is contributing to an imminent danger to health, safety, or property, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the Cable System without further notice, but only to the extent necessary to eliminate the imminent danger, and charge the Cable System operator for costs incurred.

G. Movement for Others.

1. To accommodate the construction, operation, or repair of the facilities of another person authorized to use the public rights-of-way or public property, Franchisee shall, by a time specified by such person, protect, support, temporarily disconnect, temporarily relocate or remove its facilities, provided that the expense of such is paid by any such person benefitting from the relocation. Franchisee must be given written notice describing where the construction, operation or repair is to be performed at least fifteen (15) days prior to the time by which its work must be completed in the event of a temporary relocation, and no less than ninety (90) days for a permanent relocation. Upon request of all involved parties, the City may resolve disputes as to responsibility for costs associated with removal or relocation of facilities among entities authorized to install facilities in the Streets or on public property if such entities are unable to do so themselves.

2. Franchisee shall, on the request of any person holding a valid permit issued by a governmental authority, temporarily raise or lower its wires by a time specified to permit the moving of buildings or other objects. Franchisee shall be given not less than seven (7) days advance notice to arrange for such temporary wire changes. The expense of such temporary removal, relaying, relocation, or raising or lowering of wires shall be paid by the person requesting the same.

H. If funds are available to any person using the Streets for the purpose of defraying the cost of any of the foregoing, the City shall reimburse the Franchisee in the same manner in which other persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the City shall make application for such funds on behalf of the Franchisee.

SECTION 9. RATE REGULATION

9.1 For rates subject to rate regulation by the City under federal law, a written schedule of fees for all such regulated services shall be available upon request. The Franchisee agrees to provide each new Subscriber with prices and options for programming services and conditions of subscription to programming and other services.

9.2 The City may regulate Franchisee's rates and charges to the extent authorized by federal law. The Franchisee shall obtain prior approval before implementing or changing any regulated rate or charge, except to the extent that federal or State law preempts the City's authority to require prior approval. Where the regulation of a rate is governed or limited by federal or State law, nothing herein authorizes City to regulate the rate without complying with that law.

9.3 The Franchisee will notify Subscribers of any proposed increase at least thirty (30) days before said increase is to become effective. The Franchisee shall notify the City thirty (30) days prior to the effective date of said increase. The notice will list the FCC community identifier for the Cable System and the name, address, and phone number of a contact person or department at the City so that information regarding procedures for public participation is readily available to Subscribers.

9.4 The City reserves the right to prescribe reasonable rates and order refunds, to the extent permitted by applicable federal law, if it is determined that a rate proposed or charged is unreasonable.

SECTION 10. FRANCHISE FEES

10.1 The Franchisee shall pay to the City an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Services in the City (the "Franchise Fee").

10.2 If Cable Services subject to the Franchise Fee required under this Section 10 are provided to Subscribers in conjunction with noncable services, Franchisee shall not allocate revenue for such bundled services between Cable Services and noncable services in any manner whose purpose is unlawfully to evade or substantially reduce Franchisee's Franchise Fee obligations to the City.

10.3 Franchise Fee payments due the City under this provision shall be calculated on an annual basis consistent with federal law. The Franchisee agrees to pay Franchise Fees to the City at the end of each calendar quarter, no later than forty-five (45) days after the end of the calendar quarter. Each payment shall be accompanied by or closely followed by a statement of Gross Revenue for the quarter in connection with the operation of the Franchisee's Cable System in the City and a report showing the basis for computation of fees. The reports shall list each source of revenue from the operation of the Franchisee's Cable System. The new payment terms and conditions of this Franchise shall take effect sixty (60) days after the Effective Date of the Franchise. The Franchisee shall continue to make Franchise Fee payments under the terms of the former Franchise during the interim period.

10.4 No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the Franchise by the Franchisee.

10.5 The Franchisee shall submit to the City a late fee on Franchise Fee payments which are submitted after the due dates as described in Section 10.3, except that the Franchisee shall be granted a five day "grace" period. Any Franchise Fee payment submitted after the five-day grace period shall be subject to a late fee. In the event that a Franchise Fee payment is not received by the City on or before the due date set forth in Section 10.3, or the fee owed is not fully paid, Franchisee will be charged interest from the due date at an interest rate equal to two percent (2%) above the rate for three-month Federal Treasury Bills at the most recent United States Treasury Department sale of such Treasury Bills occurring prior to the due date of the Franchise Fee payment.

10.6 The Franchise Fee shall be paid in addition to fees, charges, or assessments required by the City under its general police powers, unless such fee, charge, or assessment falls within the definition of a Franchise Fee under the Cable Act.

10.7 Audits to verify Franchise Fee payments may be conducted by the City, no more than once every three (3) years. Franchisee will provide the records reasonably required by the City to conduct the audit to the City, at a location agreed upon by the City and Franchisee.

10.8 When the rights to operate pursuant to this Franchise terminates for any reason (other than through the issuance of a renewal or superseding Franchise), the Franchisee shall file with the City upon City's request and within ninety (90) calendar days of the request, a financial statement, certified by a certified public accountant or the Franchisee's chief financial officer, showing the Gross Revenues received by the Franchisee since the end of the previous fiscal year. Adjustments will be made at that time for Franchise Fees due to the date that the Franchisee's operations under the terminated Franchise ceased.

SECTION 11. PROTECTION OF CITY AND ENFORCEMENT – PERFORMANCE OR OTHER SIMILAR BOND

11.1 In the event the Franchisee rebuilds the system during the term of this Franchise, the Franchisee shall establish in the City's favor a performance or other similar bond in an amount not more than five percent (5%) of the estimated cost of rebuilding each portion of the Cable System at the particular time that portion of the Cable System is being rebuilt. The performance or other similar bond shall be issued by a corporate surety authorized to transact a surety business in Washington, and shall be canceled when the rebuild is complete. Franchisee shall provide thirty (30) days' notice to City of surety cancellation after construction of that portion of the Cable System is complete. The performance or other similar bond shall not be canceled until the City authorizes the release of the bond subject to City verification that the rebuild has been completed, or within thirty (30) days of Franchisee's notice that construction is complete, whichever is later.

11.2 In the event the Franchisee fails to complete the Cable System rebuild in a safe, timely, and competent manner in accord with the provisions of this Franchise, applicable law, and permits, or otherwise fails to comply with its obligations under this Franchise, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the City as a result, including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the Franchisee, or the cost of completing or repairing the Cable System rebuild, or other work, plus a reasonable allowance for attorneys' fees, up to the full amount of the bond.

11.3 The performance or other similar bond shall contain the following endorsement or a similar endorsement acceptable to the City:

"This bond may not be canceled, or allowed to lapse, until sixty (60) days after receipt by the City, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."

11.4 The performance or other similar bond required by this Section is in addition to, and not in lieu of, any bonds required consistent with the City's normal practices for similar construction projects.

11.5 Security Fund. Franchisee shall establish and maintain a cash security fund or provide the City an irrevocable letter of credit in the amount of \$50,000 to secure the payment of fees owed, to secure performance promised in the Franchise, and to pay any taxes, fees, penalties or liens owed to the City. The letter of credit shall be in a form and with an institution acceptable to the City, which acceptance shall not be unreasonably withheld. The City may not draw upon the cash security fund or letter of credit without first exhausting all of the procedures specified in Section 13.1-13.3. The cash security fund or letter of credit must be obtained prior to the Effective Date of the Franchise.

11.6 Insurance.

A. Insurance Required. Franchisee shall obtain and maintain, for the entire period Franchisee has facilities in the public rights-of-way insurance insuring the Franchisee and the City, and its elected officers, agents and employees as additional insureds, in amounts at least as provided below.

1. Commercial general liability insurance with limits not less than:
 - a. One million dollars (\$1,000,000) per occurrence limit.
 - b. Two million dollars (\$2,000,000) General Aggregate.

2. Automobile liability for owned, non-owned and hired vehicles with a limit of \$1,000,000 per occurrence.

3. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.

4. Products-Completed/Operations Aggregate of not less than \$1,000,000.

5. Umbrella liability of \$5,000,000 per occurrence limit.

B. Upon policy expiration or change of insurance carrier, a new Certificate of Insurance will be provided within thirty (30) days after policy renewal or replacement. If Franchisee's insurance carrier provides Franchisee notice of cancellation of a policy providing the insurance coverages specified in this Section 11.6, and Franchisee is not able to renew or replace the policy or otherwise provide the coverage specified in Section 11.6 prior to the effective date of the policy cancellation, then Franchisee shall provide the City with written notice of the policy cancellation within 10 business days following the effective date of such cancellation. Franchisee may provide notice of cancellation by any commercially reasonable means, including mail, electronic mail, or facsimile transmission to the contact name and email address provided by the City. It is the responsibility of the City to provide Franchisee with up-to-date contact names and email addresses.

SECTION 12. PROTECTION OF CITY AND ENFORCEMENT – APPROVAL OF SURETIES: RELATION TO OTHER REMEDIES

12.1 The insurance, bonds, and security fund or letter of credit required by this Franchise shall be issued, respectively, by an admitted insurer in Washington, acceptable to the City, and by a financial institution acceptable to the City.

12.2 Recovery by the City of any amounts under this Franchise shall not in any respect limit the Franchisee's duty to indemnify the City as provided in Section 3.9 for any unrecoverable amounts due the City; nor shall recovery of any amounts in any respect prevent the City from imposing penalties under Washington law, or exercising any other right or remedy it may have under the Franchise or at law or equity.

SECTION 13. ENFORCEMENT

13.1 Franchise Violation—Notice and Procedures. If the City believes that Franchisee has not complied with the terms of the Franchise, the City shall first informally discuss the matter with Franchisee. Before revoking the Franchise or pursuing any other remedy or enforcement action, the City shall follow the procedures set forth below:

A. The City shall notify Franchisee in writing of any alleged violation ("Violation Notice") of the Franchise. The Violation Notice shall:

1. Identify the nature of the alleged noncompliance or violation;

2. Direct Franchisee to cure the alleged noncompliance or violation or show cause why the alleged noncompliance or violation cannot or should not be cured; and

3. State the time for Franchisee's response, which shall be at minimum thirty (30) days from the date of issuance of the Violation Notice, except for violations that present a danger to public health, safety or welfare, in which case the time for response may be shortened.

13.2 Franchisee's Right to Cure or Respond. Within the time period designated for response, Franchisee shall respond in writing to the City indicating that:

- A. Franchisee contests the Violation Notice and describing facts relevant to its claim; or
- B. Franchisee has completely cured the alleged noncompliance or violation, in which case Franchisee shall provide documentation demonstrating that the alleged noncompliance or violation has been completely cured; or
- C. Franchisee has begun to correct the alleged noncompliance or violation; however, the alleged noncompliance or violation cannot be corrected immediately despite Franchisee's continued due diligence, in which case Franchisee shall describe in detail the steps already taken and Franchisee's proposed plan and time schedule for completely curing the alleged noncompliance or violation.

13.3 Public Hearing. If Franchisee contests the Violation Notice or the City believes that the Franchisee has failed to completely cure the alleged noncompliance or violation, to submit a reasonable plan to cure the alleged noncompliance or violation, or to work diligently to cure the alleged noncompliance or violation, the City shall schedule a hearing before the City Council ("Violation Hearing"). The City shall provide Franchisee written notice of the Violation Hearing at least thirty (30) days prior to the hearing ("Hearing Notice").

- A. The Hearing Notice shall indicate:
 - 1. The time and place of the Violation Hearing;
 - 2. The nature of the alleged noncompliance or violation; and
 - 3. Franchisee's right to present oral and written testimony at an open and public meeting.
- B. At the Violation Hearing, the City Council shall hear and consider evidence from Franchisee, City staff and members of the public regarding the alleged noncompliance or violation. Franchisee shall be given an opportunity to present any and all evidence relating to the alleged noncompliance or violation.
- C. If, based upon the evidence presented at the Violation Hearing, the City Council finds that Franchisee has violated the Franchise, the City Council may issue written findings and an order invoking the appropriate remedy under this Franchise.

13.4 Enforcement. Subject to applicable federal and State law, in the event the City, after the Violation Hearing set forth in subsection 13.3 above, determines that the Franchisee is in default of any provision of the Franchise, the City may take any or all of the following actions:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages.
- B. Commence an action at law for monetary damages or seek other equitable relief.
- C. Draw on the security fund specified in Section 11.5 without prejudice to either parties' rights with respect to such disputed amounts, provided the City provides the Franchisee thirty (30) days' advance notice specifying the amount and purpose of such withdrawal.

D. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.

13.5 Revocation. The City Council may revoke this Franchise or reduce the term of this Franchise if it finds, after complying with procedures set forth in Section 13.1-13.4 above, that Franchisee has substantially failed to comply or violated a material provision of this Franchise; has defrauded or attempted to defraud the City or Subscribers; has attempted to evade material requirements of this Franchise; or has abandoned its Franchise (the Franchisee shall be deemed to have abandoned its Franchise if it willfully refuses to operate the Cable System as required by its Franchise, when there is no event beyond the Franchisee's control that prevents the operation of the Cable System, and where operation would not endanger the health or safety of the public or property). Franchisee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

13.6 Upon revocation of the Franchise, or upon any other termination of the Franchise by passage of time or otherwise, the City shall have the right to require the Franchisee to remove, at the Franchisee's expense, its Cable System from Streets, public property, and any private property occupied pursuant to the revoked, canceled, or terminated Franchise. The City shall notify the Franchisee in writing that the Cable System should be removed, and identify any period during which the Franchisee will be required to continue to operate the Cable System as provided in Section 15. In removing its Cable System, the Franchisee shall refill and compact, at its expense, any excavation that shall be made and shall leave all Streets, public property, and private property in as good a condition as that prevailing prior to the Franchisee's removal of the Cable System. The provisions of Section 13.5 of this Franchise Agreement shall remain in full force and effect until the Cable System is removed.

13.7 Upon revocation or termination of the Franchise, Franchisee may, if the City declines to acquire ownership of the Cable System, sell or transfer the ownership of the Cable System, subject to Section 16 herein.

13.8 Notwithstanding the foregoing, neither the Franchisee nor the City waive any of their respective rights under federal law or regulation. Nothing herein shall be construed to waive or otherwise affect Franchisee's right to seek relief in a court of competition jurisdiction from any decision made or action taken by the City under this Franchise.

SECTION 14. REMEDIES – CUMULATIVE

14.1 All remedies provided under this Franchise Agreement shall be cumulative, unless otherwise expressly stated. The exercise of one remedy shall not foreclose use of another, nor shall it relieve the Franchisee of its obligations to comply with the Franchise. Remedies may be used singly or in combination; in addition, the City may exercise any rights it has under law or at equity.

SECTION 15. REMEDIES – CONTINUITY OF SERVICE

15.1 It is the right of all Subscribers in the Franchise Area to receive Cable Service from Franchisee as long as their financial and other obligations to Franchisee are satisfied, and subject to Franchisee's rights under the Franchise.

15.2 In the event of the termination or transfer of the Franchise, Franchisee shall make reasonable efforts to ensure that all Subscribers receive continuous, uninterrupted service in accordance with this Section 15. At the City's request, Franchisee shall cooperate with the City to operate its Cable System for a temporary period (the "Transition Period") following termination or transfer of the Franchise as necessary to maintain continuity of service to all Subscribers, and shall cooperate in the development of plans required to ensure an orderly transition from one operator to another. The Transition Period will be no longer than the reasonable period required to select another

franchisee and build a replacement Cable System. During such Transition Period, the Cable System shall be operated consistent with the terms and conditions of this Franchise Agreement and applicable law.

15.3 In the event Franchisee fails to operate the Cable System for ninety-six (96) hours during any seven (7) day period without prior approval of the City, or if the System is abandoned, as defined in Section 13.5, the City may, at its option, operate the Cable System or designate an operator until such time as Franchisee restores service under conditions acceptable to the City or until the Franchise is revoked and a permanent operator is selected. If the City is required to fulfill this obligation for Franchisee, Franchisee shall reimburse the City for all costs or damages resulting from Franchisee's failure to perform that are in excess of the revenues from the Cable System received by the City. Additionally, Franchisee will cooperate with the City to allow City employees and/or City agents free access to Franchisee's facilities and premises for purposes of continuing Cable System operation.

SECTION 16. FRANCHISE TRANSFER

16.1 The Franchise granted hereunder shall not be assigned, other than to an entity controlling, controlled by, or under common control with Franchisee, without the prior consent of the City, and such consent shall not be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Franchisee in the Franchise or Cable System to secure indebtedness.

16.2 In accordance with 47 U.S.C. § 537, the City shall have one hundred and twenty (120) days from the date of submission of a completed FCC Form 394, together with all exhibits, and any additional information required by this Franchise, to act upon an application.

16.3 If the City questions the accuracy of the information provided under Section 16.2., the City must notify Franchisee within thirty (30) days of the filing of such information, or such information shall be deemed accepted, unless Franchisee has failed to provide any additional information reasonably requested by the City within ten (10) days of such request.

16.4 If the City fails to act upon such transfer request within one hundred and twenty (120) days, such request shall be deemed granted unless the City and Franchisee otherwise agree to an extension of time.

16.5 The City may request that the transferee provide guarantees and warranties from any entity that manages, owns, or controls it, to ensure compliance with this Franchise, but the transferee's refusal to provide such guarantees or warranties shall not be a basis for denial of the transfer.

SECTION 17. BOOKS AND RECORDS – INSPECTION

17.1 Upon receipt of advance written notice, during normal business hours, the City may inspect and copy the books, records, maps, plans, and other documents, including financial documents, in the control or possession of Franchisee, Affiliates, any person that constitutes an operator of Franchisee's Cable System that are legally permissible for release and that are necessary: (1) to enforce the City's rights or assess compliance with the Franchise and applicable federal and State law; (2) in the exercise of any power the City may have under this Franchise or applicable federal or State law; or (3) as may be necessary in connection with any proceeding the City may or must conduct under applicable law with respect to Franchisee's Cable System. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Franchisee is responsible for collecting the information requested. The material shall be produced at the Office of the City Manager or his/her designee unless the City agrees to inspection and copying at another location. Material that the City requires Franchisee to produce under this section shall be produced upon reasonable notice,

no later than thirty (30) days after the request for production. Requests for extensions of time to respond shall not be unreasonably denied.

17.2 Access to Franchisee's records shall not be denied to the City on the basis that said records contain "proprietary" information. Franchisee and the City shall work in good faith to agree on alternative means of sharing such proprietary information, including but not limited to making it available for inspection but not copying, to preserve its confidentiality. The Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. To the degree permitted by State law, City will treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Franchisee makes the City aware of such confidentiality. If the City believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise the Franchisee in advance so that the Franchisee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the City agrees that, to the extent permitted by State and federal law, it shall deny access to any of the Franchisee's books and records marked confidential, as set forth above, to any person.

SECTION 18. PERFORMANCE MONITORING

18.1 Exercise of Authority. The City may exercise appropriate regulatory authority under the provisions of this Franchise and applicable federal and State law, as amended from time to time.

SECTION 19. MISCELLANEOUS

19.1 Time of Essence; Maintenance of Records of Essence. In determining whether the Franchisee has substantially complied with the Franchise, the City and the Franchisee agree that time is of essence.

19.2 Effect of Preemption; Federal and State Law. The Franchisee and the City must comply with all applicable provisions of federal and State law. If the City's ability to enforce any Franchise provision is finally and conclusively preempted by federal or State law, then the provision shall be deemed preempted but only to the extent and for the period the preemption is required by law. If, as a result of a subsequent change in law or the interpretation of that law, the provision of this Franchise would again be enforceable, it shall be enforceable, and the Franchisee will comply with all obligations thereunder after receipt of notice from the City.

19.3 Force Majeure. The Franchisee shall not be deemed in default or non-compliance with provisions of its Franchise where performance was rendered impossible by war, riots, civil disturbance, floods, other natural catastrophes, or similar events beyond the Franchisee's control, and the Franchise shall not be revoked or the Franchisee penalized for such non-compliance, provided the Franchisee takes prompt and diligent steps to bring itself back into compliance and to comply as soon as possible under the circumstances with its Franchise without unduly endangering the health, safety, and integrity of the Franchisee's employees or property, or the health, safety, and integrity of the public, Streets, public property, or private property. This provision includes work delays caused by partial or entire failure of utilities to service or monitor their utility poles to which Franchisee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform necessary work.

19.4 Severability. If any provision of this Franchise Agreement is held by a court or by any federal or State agency of competent jurisdiction to be invalid as conflicting with any federal or State law, rule, or regulation now or hereafter in effect, the validity of the remaining sections hereof shall not be affected.

19.5 Settlement and Release. As of the Effective Date of this Franchise Agreement, the prior franchise is superseded and is of no further force and effect, and the City hereby waives and forever

releases Franchisee from any claims the City had, has or may have against Franchisee under the prior franchise.

19.6 Administration of Franchise. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the City and the Franchisee.

19.7 Written Notice. Notices shall be given as follows:

To the City:

Richland City Manager
P.O. Box 190
975 George Washington Way
Richland, WA 99352

To Franchisee:

Attn: Director, Government Relations
Charter Communications
222 NE Park Plaza Drive, #231
Vancouver, WA 98684

With a copy to:

Attn: Vice President, Government Affairs
Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131

Franchisee may indicate a different delivery address via written notice to the City.

Notice shall be deemed given three (3) business days after posting with pre-paid postage, first class mail, or immediately upon hand-delivery to the person identified above, at the address specified above.

19.8 Competitive Equity. Franchisee acknowledges and agrees that the City reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the City. If following the Effective Date of this Franchise, the City grants a franchise or authorization to another provider to provide Cable Services or Video Services (without regard to the technology used to deliver such services) using facilities located wholly or partly in the public rights-of-way of the City, and the Franchisee believes the City has done so on material terms (as defined in Section 19.8.A.2. below) that are more favorable to the competing provider than the terms of this Franchise, then the Franchisee shall have the right and may take any of the following actions:

A. Seek Modification of Agreed Material Terms.

1. Franchisee may seek modification of the Agreed Material Terms by submitting a written request to the City specifying its requested modifications to this Franchise. Within thirty (30) days after the Franchisee submits a written request to the City, the Franchisee and the City shall meet to discuss the franchise modifications that the Franchisee has requested. The City and the Franchisee shall have thirty (30) days (or any longer agreed upon period) after the parties' meeting to reach agreement on the requested modifications and enter into a modified Franchise containing such mutually agreed terms and conditions.

2. For purposes of this provision, the City and Franchisee mutually agree that the following terms are material: Section 7.10.A., Section 7.10.B.1., Section 7.11.B.1.a.-c., Section 7.11.B.2, Section 7.11.B.3, Section 7.11.B.4., Section 7.11.E., Section 7.11.G., Section 10, and Section 11.5 ("Agreed Material Terms"). The City and Franchisee agree that this provision shall not require a word for word identical franchise or authorization for competitive equity so long as the regulatory and financial burdens on competing providers are substantially equivalent.

3. If the parties fail to reach mutual agreement on a modified franchise, the Franchisee's Franchise shall be deemed modified with respect to the Agreed Material Term(s) in dispute as specified in Franchisee's written request and modified to match the competing provider's franchise. Nothing in this provision prohibits the Franchisee or the City from bringing an action in a court of competent jurisdiction for a determination as to whether the disputed Agreed Material Terms are different and as to what if any Franchise amendments would be necessary to remedy the disparity.

B. Choose to terminate this Franchise and take in its place for the remaining term of this Franchise the same franchise of a competing provider of Cable or Video Services authorized by the City.

C. Choose to have this Franchise with the City be deemed expired thirty (30) months after written notice to the City, provided that the City agrees that Franchisee's written notice shall be deemed timely to invoke the renewal procedures set forth in 47 U.S.C. § 546, and that Franchisee shall retain all rights under 47 U.S.C. § 546 and applicable law.

Nothing in this Franchise is intended or shall be construed, to alter the rights or obligations of either the City or the Franchisee under applicable law. Subject to applicable law, the City will not be required to refund the value of benefits received prior to the granting of a franchise to a competing provider of Cable or Video Services.

19.9 Entire Agreement. This Franchise sets forth the entire Agreement between the parties respecting the subject matter hereof and supersedes all prior agreements, proposals, covenants, representations, and warranties, express and implied, oral and written. This Franchise cannot be changed orally but only by an instrument in writing executed by the duly authorized representatives of the parties.

19.10 Washington Law Applies. Except as to matters which are governed by federal law, this Franchise will be governed by and construed in accordance with the laws of the State of Washington.

SECTION 20. This ordinance shall take effect the day following the date of its publication in the official newspaper of the City of Richland.

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

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

APPENDIX A

FCC Customer Service Requirements

47 C.F.R. § 76.309(c) Customer service obligations.

- (c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

- (i) Franchisee will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.
 - (A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.
 - (B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.
- (ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.
- (iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.
- (iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.
- (v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

- (i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.
- (ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

- (iii) The “appointment window” alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)
 - (iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.
 - (v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.
- (3) Communications between cable operators and cable subscribers—
- (i) Refunds—Refund checks will be issued promptly, but no later than either—
 - (A) The customer’s next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or
 - (B) The return of the equipment supplied by the cable operator if service is terminated.
 - (ii) Credits—Credits for service will be issued no later than the customer’s next billing cycle following the determination that a credit is warranted.
- (4) Definitions—
- (i) **Normal business hours** - The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.
 - (ii) **Normal operating conditions** - The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are *not* within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which *are* ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.
 - (iii) **Service interruption** - The term “service interruption” means the loss of picture or sound on one or more cable channels.

47 C.F.R. § 76.1602 Customer service—general information.

- (a) A cable franchise authority may enforce the customer service standards set forth in paragraph (b) of this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.
- (b) Effective July 1, 1993, the cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:
 - (1) Products and services offered;
 - (2) Prices and options for programming services and conditions of subscription to programming and other services;
 - (3) Installation and service maintenance policies;
 - (4) Instructions on how to use the cable service;
 - (5) Channel positions of programming carried on the system, and
 - (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.
 - (7) Effective May 1, 2011, any assessed fees for rental of navigation devices and single and additional CableCARDS; and
 - (8) Effective May 1, 2011, if such provider includes equipment in the price of a bundled offer of one or more services, the fees reasonably allocable to:
 - i. The rental of single and additional CableCARDS; and
 - ii. The rental of operator-supplied navigation devices.
- (c) Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by the cable system operator, including the address of the responsible officer of the local franchising authority.

47 C.F.R. § 76.1603 Customer Service—rate and service changes.

- (a) A cable franchise authority may enforce the customer service standards set forth in paragraph (b) of this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.
- (b) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers 30 days in advance of any significant changes in the other information required by [47 C.F.R.] § 76.1602.

- (c) In addition to the requirement of paragraph (b) of this section regarding advance notification to customers of any changes in rates, programming services or channel positions, cable systems shall give 30 days written notice to both subscribers and local franchising authorities before implementing any rate or service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of channels). When the change involves the addition or deletion of channels, each channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, the operator need only identify for subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.
- (d) A cable operator shall provide written notice to a subscriber of any increase in the price to be charged for the basic service tier or associated equipment at least 30 days before any proposed increase is effective. The notice should include the name and address of the local franchising authority.
- (e) To the extent the operator is required to provide notice of service and rate changes to subscribers, the operator may provide such notice using any reasonable written means at its sole discretion.
- (f) Notwithstanding any other provision of part 76 of this chapter, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

47 C.F.R. § 76.1604 Charges for customer service changes.

If a cable operator establishes a higher charge for changes effected solely by coded entry on a computer terminal or by other similarly simple methods, as provided in [47 C.F.R.] § 76.980(d), the cable system must notify all subscribers in writing that they may be subject to such a charge for changing service tiers more than the specified number of times in any 12 month period.

47 C.F.R. § 76.1619 Information on subscriber bills.

- (a) Effective July 1, 1993, bills must be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.
- (b) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.
- (c) A cable franchise authority may enforce the customer service standards set forth in this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.



MEMORANDUM

TO: Richland City Council

FROM: Heather Kintzley, City Attorney

DATE: June 21, 2016

SUBJECT: Charter Communications Proposed Franchise Renewal

Background/Legal Framework

Falcon Video Communications (locally known as Charter Communications or “Charter”), holds a cable television franchise with the City, as well as franchises with the City of Pasco and several other cities in the Tri-City area. After a long and complex franchise renewal negotiation process, the parties have agreed to the terms and conditions of a renewed franchise agreement. Throughout this franchise renewal process, Richland worked collaboratively with the City of Pasco on a joint franchise renewal process.

During the renewal process, Charter requested the City’s approval of a transfer of ownership as well as a merger. A transfer proceeding involving Comcast Communications’ acquisition of Charter in the summer of 2014 was subsequently abandoned by Comcast. A merger between Charter, Time Warner, and Bright House was completed, resulting in an internal change of control. All of these transactions occurred at the same time as the renewal process was happening, thus creating an unusually long and complex renewal.

The Federal Cable Act establishes a three-year process that a cable operator holding a valid franchise may invoke for cable franchise renewals. If the process is invoked, the operator and the City must follow the federal procedures.

The formal renewal process under the Cable Act is a four-stage process. In the first stage, the City must conduct a proceeding to identify current and future cable-related needs and interests of the community, and to review the past performance of the cable operator serving the community. Once that proceeding is complete, the City may enter into an “informal” negotiating process with the cable operator or issue a request for renewal proposals (“RFRP”). If the City and the cable operator follow the “informal” process, negotiations can proceed until the parties either reach agreement on the terms and conditions of a renewed franchise agreement or reach an impasse. If the parties reach impasse, which was the case for Pasco and Richland, the third stage of the Federal Cable

Act renewal process begins. Under the third stage, the cable operator submits a renewal proposal in response to the City's RFRP. If an operator submits a timely and proper response, the City has four months to evaluate the proposal, and decide whether to grant a renewal franchise based on the proposal, or to preliminarily deny renewal.

Charter submitted a formal proposal on December 31, 2013 and the City proceeded to review the proposal. As the evaluation proceeded, Comcast and Charter announced the pending acquisition of Charter by Comcast. Both the Federal Communications Commission ("FCC") and the Department of Justice became involved in reviewing the requested transfer of control between Comcast and Charter. Additionally, Charter and Comcast requested approval of a transfer of ownership of the local franchise from Charter to Comcast. The parties agreed to continue both the formal and informal renewal proceedings at the same time that the transfer of control was pending.

Ultimately, Comcast withdrew its announced acquisition of Charter. A few months later, Charter announced its acquisition of Advance/Newhouse Partnership, the ultimate parent company of Bright House Networks, LLC, and its merger with Time Warner Cable Inc. and Liberty Broadband Corporation into "New Charter." This resulted in a merger of Charter Communications with New Charter, and New Charter assuming the name Charter Communications.

It was during this final phase of mergers and transfers that the City and Charter were able to reach agreement on the renewal franchise before the Council.

SUMMARY OF KEY TERMS AND CONDITIONS OF THE RENEWAL FRANCHISE AGREEMENT

Before specifically describing the key terms of the proposed new franchise, it is important to first point out several critical aspects of the agreement that ensure future needs will be met. They include provisions that require Charter to: (1) provide and maintain the cable plant with a capacity of 860 MHz; (2) provide Richland subscribers with a cable system that complies with all applicable FCC technical standards; (3) comply with all FCC customer service standards as those standards exist today or may be amended in the future; and (4) provide notice to the City when it undertakes a major rebuild of the system, to permit the City to receive a project plan, maps of the affected area(s), and other facts necessary to assure that the needs and interests of the community are addressed. The City retains the right to: (1) conduct reviews of Charter's performance under the franchise, including but not limited to programming, customer service, and Charter's general response to community needs; and (2) inspect Charter's books and records.

The following is a summary of some of the key points contained in the proposed Franchise Agreement.

Franchise Term. 10 years.

Franchise Fee. 5% of gross revenues under updated definition of gross revenues.

Franchise Service Area. Charter shall serve all areas of the City as they exist today and any areas of annexation that occur during the term of the Franchise.

PEG Access Equipment, Facilities, and/or Support. Charter to provide the following:

- \$0.35 per subscriber per month for support of local PEG access.
- Continuation of the ability to originate live programming from four locations.
- A local technical representative with knowledge of the City's PEG access operations, who shall be available to the City for consultation on technical matters as the need may arise.

Performance Guarantees.

- \$50,000 performance bond.
- Indemnification language.

Complimentary cable drops. Charter shall provide complimentary drops and subscription to Expanded Basic service to all Richland public schools, identified City-owned buildings, Washington State University, public library buildings, and one additional PEG access location to be identified by the City.

Interconnection. Charter shall interconnect its system, under certain terms, with any other cable system that serves the City.

Promotion. Charter shall provide the City with information about and introduction to its service provider(s), so that detailed programming information for each PEG access channel can be included on Charter's on-screen program listings and displayed in the same manner as other channels on the cable system.

PEG Access Channels.

- Charter shall continue to provide four (4) downstream PEG access channels to cable subscribers in Richland.
- Following the third anniversary of the Franchise, Charter shall provide one (1) PEG access channel in high definition ("HD") format. When all channels on the cable system are in HD, Charter shall provide all PEG channels in HD format.

PEG Access Link. Charter shall provide and maintain the PEG access program origination link at no cost to the City or any future designated access management entity.

Emergency Alert. Charter shall install and maintain an Emergency Alert System (“EAS”) that complies with the EAS requirements of the FCC and federal law, to enable the distribution of required emergency messages over the cable system.

Compliance with Revised Cable Communication/OVS Ordinance. Charter agrees to comply with the revised City Code Title 28 regarding Cable Systems and Open Video Systems, and all generally applicable ordinances and regulations of the City.

Settlement of Outstanding Issues

During the renewal process, the City identified, through an audit process, a good faith claim against Charter for approximately \$100,000 in underpaid franchise fees. Charter has emphatically denied liability for the unpaid fees, and the area remains a subject of debate and potential litigation between the parties. However, in an effort to resolve all outstanding issues with Charter Communications at the time of renewal, the City has proposed to resolve the issue by seeking Charter’s agreement in allowing the City to retain all unspent PEG funding as of termination of the former franchise agreement. These funds would be used to transfer the City’s television station to the new City Hall facility in Fall 2018. This particular issue has not been resolved as of the date of this memo, but resolution will be forthcoming by July 5, 2016 when second reading occurs.

Staff Recommendation

The process to get to agreement with Charter Communications was long and arduous. The City endeavored to preserve the benefits of the existing Franchise, while recognizing through the process that the landscape for cable service franchise renewal has changed since the last time the City negotiated with Charter. The City’s negotiating team believes that the proposed franchise is the result of genuine compromise between the parties, and recommends approval.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/21/2016

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 35-16, Amending the 2016 Budget for the Stormwater Fund

Department:
Public Works

Ordinance/Resolution Number:
35-16

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 35-16, amending the 2016 budget for the Stormwater Fund.

Summary:

In February 2014, the City Council accepted a grant from the Washington State Department of Ecology for retrofitting stormwater outfalls to the Columbia and Yakima Rivers with water quality treatment features. A robust public involvement process led to Council selecting a specific set of water quality retrofit projects to implement using these funds. To implement one of the selected projects, the Richardson Road outfall retrofit, the City sought additional grant funding from the Department of Ecology. Ecology awarded the City a grant to implement a water quality treatment feature on at the Richardson Road site, which is owned by the Port of Benton. An interlocal agreement with the Port of Benton and the Ecology grant were approved by Council in March, 2016 via Resolution No. 64-16. The interlocal agreement provides for Richland taking the lead to implement the Richardson Road project and the Port providing matching funds required by the grant.

The projects selected by Council have been advanced through engineering design and competitive bidding. To complete the full package of selected projects in accordance with the lowest responsible bid, additional funding is needed beyond that provided by the grants and included in the 2016 - 2030 Capital Improvement Plan.

The Stormwater fund has sufficient ending fund balance to provide the needed funds, and the Port of Benton has pledged to increase their support for the Richardson Road project. Staff recommends utilizing the available fund balance and utilizing the Port-provided funding to complete the full set of selected projects. If Council approves this proposed funding increase, staff will present the project bid award at the July 5, 2016 Council meeting.

Fiscal Impact:

The proposed ordinance will increase appropriations in the Stormwater Fund 2016 Capital Improvement Plan - Stormwater section by \$145,000. The unrestricted ending fund balance for the Stormwater fund as of December 31, 2015 was \$ 1,789,327. The Richardson Road Storm Retrofit will be increased by \$12,858.46, funded by the Port of Benton.

Attachments:

1. Ord 35-16
2. CIP Revision - Richardson Rd Storm

ORDINANCE NO. 35-16

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 Stormwater Fund.

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

WHEREAS, the CIP included the Stormwater Water Quality Retrofit Program funded by a Washington State Department of Ecology grant and the Richardson Road Stormwater Retrofit project, funded by a separate grant and the Port of Benton; and

WHEREAS, Public Works staff conducted project planning and an extensive public outreach program identifying the scope of the Stormwater Water Quality Retrofit Program. The identified projects were designed and advertised for construction bids; and

WHEREAS, completion of the Stormwater Water Quality Retrofit Program and Richardson Road Stormwater Retrofit in accordance with the received bids will require additional funding; and

WHEREAS, the Stormwater Utility Fund currently holds sufficient reserve funds to allow for completion of the projects; and

WHEREAS, the Port of Benton has identified additional funding to complete the Richardson Road Stormwater Retrofit project; and

WHEREAS, the City's investment in project development is substantial and staff recommends completion at this time; and

WHEREAS, a public hearing was held pursuant to RCW 35.33.091 on June 21, 2016, regarding the increase in appropriations from beginning fund balance in the Stormwater Utility Fund.

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

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

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

Section 3. Amendment of the 2016 Budget. The 2016 Budget is hereby amended in the Stormwater Fund to provide for \$157,858 in additional appropriations in the Stormwater Utility Fund - \$145,000 from existing fund balance, and \$12,858 from additional Port of Benton contribution. The aforementioned changes to appropriations are summarized as follows:

Stormwater Fund

Current Appropriation:	\$2,312,534
Increase in Appropriation:	<u>\$ 157,858</u>
Amended Appropriation:	\$2,470,392

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

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

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published:

Type of Project
Stormwater

Partnership Project? NO

Project #
ST150007

Key #	Goal #
2	2

Strategic Leadership Plan Project?	No
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Revised 7-05-16

PROJECT NAME:	Richardson Road Stormwater Retrofit
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PROJECT ADMINISTRATION:	Public Works Administration and Engineering
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PROJECT LOCATION:	To be determined
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PROJECT TIMELINE:	2016
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RESPONSE TO *GMA LEVEL OF SERVICE?	NO
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Construct a stormwater bio-retention pond east of the Richardson and 6th Street intersection. The stormwater system and the property are owned by the Port of Benton. This project is implementing our partnership with the Port of Benton on stormwater management.

Project funding was provided by a Washington State Department of Ecology grant.

Improves the quality of water discharged from the City to the Columbia River.

[illegible]



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/21/2016

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 7 - Neighborhoods & Community Safety

Subject:

Ordinance No. 25-16, Amending RMC Chapter 11.30, Stopping, Standing, or Parking Restricted or Prohibited for Portions of Chelan Loop

Department:
Public Works

Ordinance/Resolution Number:
25-16

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 25-16, amending RMC Chapter 11.30, Stopping, Standing, or Parking Restricted or Prohibited to prohibit parking on one side of Chelan Loop.

Summary:

The City's street construction standards include a single-frontage street design that is intended to support development where lots are not accessible on both sides of the street, eliminating the need for parking on one side of the street.

A new street in the Clearwater Creek Phase 2 subdivision has been constructed to these standards which limits the on-street parking to the side of the street fronting the houses. The width of the street will not support parking on both sides and still provide the required emergency vehicle travel way width since the roadway is only 27 feet wide.

The design feature is noted on the final plat for this phase, but the streets need to be listed in Richland Municipal Code Section 11.40.030 in order to have signs placed and the parking requirements enforced.

The ordinance also includes removing duplicate references to existing parking restrictions on Amon Park Drive.

First reading of this ordinance took place at the June 7, 2016 regular City Council meeting.

Staff recommends approval of this ordinance as it will keep the municipal code aligned with the physical environment.

Fiscal Impact:

There is a small cost, approximately \$75 per sign, associated with this issue. Signs and installation were paid for by developer during permitting, thus there will be no impact to the City's budget.

Attachments:

- I. Ordinance 25-16 - Parking Restrictions

ORDINANCE NO. 25-16

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

WHEREAS, new streets have been constructed in the Clearwater Creek Plat with single-frontage roads that are designed to have on-street parking on one side only; and

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

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

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

Section 1. Richland Municipal Code Section 11.40.030, entitled Schedule III – Parking prohibited at all times of certain streets, as enacted by Ordinance No. 413, and last amended by Ordinance No. 01-16, is hereby amended to read as follows:

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

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

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

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

- ~~33~~34. North side of Gage Boulevard from 550 feet east of Leslie Road to 670 feet west of Keene Road;
- ~~34~~35. South side of Gage Boulevard from Steptoe Street to 3,590 feet west of Keene Road;
- ~~35~~36. Both sides of George Washington Way from 400 feet south of Spengler Street to Horn Rapids Road;
- ~~36~~37. East side of George Washington Way from Columbia Point Drive to 400 feet north of McMurray Street;
- ~~37~~38. West side of George Washington Way from 110 feet south of Falley Street to 400 feet north of McMurray Street;
- ~~38~~39. West side of George Washington Way from Adams Street to 230 feet north of Adams Street;
- ~~39~~40. East side of Gillmore Avenue from Swift Boulevard to Goethals Drive, except from 1,290 feet north of Swift Boulevard to 1,590 feet north of Swift Boulevard;
- ~~40~~41. West side of Gillmore Avenue from Swift Boulevard to Goethals Drive, except from 840 feet north of Swift Boulevard to 1,515 feet north of Swift Boulevard;
- ~~41~~42. North side of Glen Briar Lane from Riverstone Drive to Tanglewood Drive;
- ~~42~~43. Both sides of Goethals Drive from Gillmore Avenue to Williams Boulevard;
- ~~43~~44. Both sides of Goethals Drive from Swift Boulevard to 680 feet north of Swift Boulevard;
- ~~44~~45. East side of Goethals Drive from Swift Boulevard to 300 feet south of Swift Boulevard;
- ~~45~~46. West side of Goethals Drive from Swift Boulevard to Mansfield Street;
- ~~46~~47. West side of Goethals Drive from Symons Street to 350 feet south of Symons Street;
- ~~47~~48. West side of Goethals Drive from Van Giesen Street to Torbett Street;
- ~~48~~49. North side of Greentree Court;
- ~~49~~50. East side of Guyer Street from Williams Boulevard to 730 feet south of Williams Boulevard;
- ~~50~~51. West side of Guyer Street from 330 feet south of Williams Boulevard to 830 feet south of Williams Boulevard;
- ~~51~~52. East side of Hains Avenue from 250 feet south of Van Giesen Street to a point 500 feet from George Washington Way;
- ~~52~~53. East side of Hains Avenue from Van Giesen Street to 275 feet south of Van Giesen Street;
- ~~53~~54. Both sides of Harris Avenue from Sprout Road to 150 feet south of Sprout Road;

~~54~~55. East side of Harris Avenue from Snyder Road to Saint Street;

~~55~~56. West side of Haupt Avenue from Thomas Street to George Washington Way;

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

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

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

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

~~60~~57. South side of Ferrara Lane from Sicily Lane to the end of the curve 570 feet east of Sicily Lane;

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

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

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

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

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

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

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

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

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

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

~~71~~68. East side of Kimball Street from 225 feet south of Symons Avenue to 260 feet south of Symons Avenue;

~~72~~69. West side of Kimball Avenue from Van Giesen Street to Symons Street;

~~73~~70. North side of Knight Street from Stevens Drive to George Washington Way except from 55 feet west of Jadwin Avenue to 165 feet west of Jadwin Avenue;

~~74~~71. South side of Knight Street from Stevens Drive to George Washington Way;

- ~~75~~72. East side of Laurelbrook Court north of Glen Briar Lane;
- ~~76~~73. Both sides of Lawless Drive;
- ~~77~~74. Both sides of Lee Boulevard from Jadwin Avenue to 200 feet east of George Washington Way;
- ~~78~~75. Both sides of Lee Boulevard from Thayer Drive to 340 feet east of Thayer Drive;
- ~~79~~76. North side of Lee Boulevard from Stevens Drive to 220 feet east of Stevens Drive;
- ~~80~~77. South side of Lee Boulevard from Stevens Drive to 220 feet west of Stevens Drive;
- ~~81~~78. South side of Lee Boulevard from Cullum Avenue to Jadwin Avenue;
- ~~82~~79. South side of Lee Boulevard from Wellsian Way to 220 feet west of Wellsian Way;
- ~~83~~80. Both sides of Leslie Road;
- ~~84~~81. East side of Long Avenue from Stevens Drive to 185 feet south of Stevens Drive;
- ~~85~~82. East side of Long Avenue from 450 feet south of Stevens Drive to 660 feet south of Stevens Drive;
- ~~86~~83. East side of Long Avenue from Swift Boulevard to 240 feet north of Stevens Drive;
- ~~87~~84. East and south sides of Long Avenue from Swift Boulevard to 325 feet east of Thayer Drive;
- ~~88~~85. West side of Lucca Lane from Venice Lane to Gala Way;
- ~~89~~86. West side of Mahan Avenue from Van Giesen Street to Williams Boulevard;
- ~~90~~87. North side of Mansfield Street from Goethals Drive to 272 feet west of Goethals Drive;
- ~~91~~88. West side of McPherson Avenue from Torbett Street to Symons Street;
- ~~92~~89. West side of Meriwether Avenue;
- ~~93~~90. West side of Milan Lane from Meadow Hills Drive to end of road;
- ~~94~~91. South side of Mint Loop between its eastern and western terminus with Rosemary Street;
- ~~95~~92. Both sides of Morency Drive from south end of road to 2,100 feet south of Meadow Hills Drive;
- ~~96~~93. Both sides of Mountain View Lane from Leslie Road to 120 feet west of Leslie Road;
- ~~97~~94. West side of Naples Lane from Venice Lane to Gala Way;
- ~~98~~95. North side of Park Street from Harris Avenue easterly 300 feet;

- ~~99~~96. Both sides of Piper Street from end of road to 40 feet north of end of road;
- ~~100~~97. West side of Pisa Lane from Meadow Hills Drive to Gala Way;
- ~~101~~98. East side of Queensgate Drive from 20 feet south of Alla Vista Street to White Bluffs Street;
- ~~102~~99. North side of Roberdeau Street from Long Avenue to 150 feet west of Long Avenue;
- ~~103~~100. North side of Rosemary Street from the end of street cul-de-sac, including within the cul-de-sac, to Penny Royal Avenue;
- ~~104~~101. East side of Sacajawea Avenue from south end of road to Satus Street;
- ~~105~~102. West side of Salerno Lane from Meadow Hills Drive to Gala Way;
- ~~106~~103. West side of Satus Street from 100 feet east of Rimrock Avenue to Canyon Street;
- ~~107~~104. West side of Sawgrass Loop between its northern and southern terminus with River Valley Drive;
- ~~108~~105. West side of Sedgwick Place;
- ~~109~~106. East side of Sedona Circle between its northern and southern terminus with River Valley Drive;
- ~~110~~107. North side of Sibert Avenue from Hunt Avenue to Hains Avenue;
- ~~111~~108. West side of Sicily Lane from Venice Lane to Gala Way;
- ~~112~~109. East end of Skyline Drive within the cul-de-sac;
- ~~113~~110. West side of Sorrento Lane from Venice Lane to Gala Way;
- ~~114~~111. Both sides of Sprout Road from 200 feet west of Harris Avenue to 300 feet east of Harris Avenue;
- ~~115~~112. North side of Stanley Street from Goethals Drive to Jadwin Avenue;
- ~~116~~113. Both sides of Steptoe Street from Columbia Park Trail to the south city limits;
- ~~117~~114. Both sides of Stevens Drive from Van Giesen Street to 230 feet north of Van Giesen Street;
- ~~118~~115. East side of Stevens Drive from Williams Boulevard to 175 feet south of Williams Boulevard;
- ~~119~~116. East side of Stevens Drive from Van Giesen Street to 140 feet south of Van Giesen Street;
- ~~120~~117. East side of Stevens Drive from Swift Boulevard to 175 feet south of Swift Boulevard;

- ~~121~~118. East side of Stevens Drive from Swift Boulevard to 1,200 feet north of Swift Boulevard;
- ~~122~~119. East side of Stevens Drive from Mansfield Street to 220 feet south of Mansfield Street;
- ~~123~~120. East side of Stevens Drive from Knight Street to 175 feet south of Knight Street;
- ~~124~~121. West side of Stevens Drive from Van Giesen Street to 210 feet south of Van Giesen Street;
- ~~125~~122. West side of Stevens Drive from Swift Boulevard to 175 feet north of Swift Boulevard;
- ~~126~~123. West side of Stevens Drive from Mansfield Street to 125 feet north of Mansfield Street;
- ~~127~~124. West side of Stevens Drive from Lee Boulevard to 310 feet north of Lee Boulevard;
- ~~128~~125. North side of Stonecreek Drive;
- ~~129~~126. Both sides of Swift Boulevard from State Route 240 to 100 feet east of State Route 240;
- ~~130~~127. Both sides of Swift Boulevard from George Washington Way to Stevens Drive;
- ~~131~~128. Both sides of Swift Boulevard from Stevens Drive to 250 feet west of Stevens Drive;
- ~~132~~129. North side of Symons Street from Hunt Avenue to Hains Avenue;
- ~~133~~130. South side of Symons Street from Sanford Avenue to Goethals Drive;
- ~~134~~131. Both sides of Tapteal Drive from Columbia Center Boulevard to Steptoe Street;
- ~~135~~132. Both sides of Tapteal Loop from Tapteal Drive to the south city limits;
- ~~136~~133. East side of Terminal Drive from Aileron Drive to 350 feet south of Aileron Drive;
- ~~137~~134. West side of Terminal Drive from 185 feet south of Aileron Drive to 325 feet south of Aileron Drive;
- ~~138~~135. Both sides of Thayer Drive from 220 feet north of Lee Boulevard to 220 feet south of Lee Boulevard;
- ~~139~~136. East side of Thayer Drive from Lee Boulevard to 10 feet north of Longfitt Street;
- ~~140~~137. East side of Thayer Drive from 200 feet south of Long Avenue to 150 feet north of Long Avenue;
- ~~141~~138. West side of Thayer Drive from 70 feet north of Longfitt Street to 70 feet south of Longfitt Street;
- ~~142~~139. West side of Thayer Drive from 70 feet north of Kuhn Street to 70 feet south of Kuhn Street;
- ~~143~~140. South side of Thomas Street from Hunt Avenue to Hains Avenue;

- ~~144~~141. West side of Tilden Court from the end of street cul-de-sac to Sawgrass Loop;
- ~~145~~142. South side of Torbett Street from Goethals Drive to Jadwin Avenue;
- ~~146~~143. South side of Torbett Street from Thayer Drive to Stevens Drive;
- ~~147~~144. East side of Truman Avenue from Kennedy Road to Queensgate Drive;
- ~~148~~145. Both sides of Van Giesen Street from 310 feet east of Wright Avenue to 310 feet west of Wright Avenue;
- ~~149~~146. North side of Van Giesen Street from Jadwin Avenue to 200 feet east of Jadwin Avenue;
- ~~150~~147. North side of Van Giesen Street from State Route 240 to 300 feet east of State Route 240;
- ~~151~~148. South side of Van Giesen Street from George Washington Way to 200 feet west of George Washington Way;
- ~~152~~149. South side of Van Giesen Street from Stevens Drive to 200 feet west of Stevens Drive;
- ~~153~~150. South and west side of Venice Lane from Meadow Hills Drive to end of road at Lucca Lane;
- ~~154~~151. West side of Verona Lane from Meadow Hills Drive to Gala Way;
- ~~155~~152. South side of Wellhouse Loop from 470 feet west of Wellsian Way to 750 feet west of Wellsian Way;
- ~~156~~153. West side of Wellhouse Loop from 250 feet south of Wyman Street to 360 feet south of Wyman Street;
- ~~157~~154. Both sides of Wellsian Way from Lee Boulevard to State Route 240;
- ~~158~~155. North side of Williams Boulevard from Stevens Drive to 170 feet east of Stevens Drive;
- ~~159~~156. North side of Williams Boulevard from Farrell Lane to 170 feet east of Farrell Lane;
- ~~160~~157. North side of Williams Boulevard from Goethals Drive to 170 feet east of Goethals Drive;
- ~~161~~158. North side of Williams Boulevard from Jadwin Avenue to 170 feet east of Jadwin Avenue;
- ~~162~~159. North side of Williams Boulevard from Kimball Avenue to 170 feet east of Kimball Avenue;
- ~~163~~160. South side of Williams Boulevard from George Washington Way to 170 feet west of George Washington Way;

~~164~~161. South side of Williams Boulevard from Goethals Drive to 170 feet west of Goethals Drive;

~~165~~162. South side of Williams Boulevard from Guyer Avenue to 170 feet west of Guyer Avenue;

~~166~~163. South side of Williams Boulevard from Jadwin Avenue to 170 feet west of Jadwin Avenue;

~~167~~164. East side of Wright Avenue from Duportail Street to 200 feet south of Duportail Street;

~~168~~165. West side of Wright Avenue from the intersection of Wright Avenue and Duportail Street to 350 feet north of said intersection.

[Ord. 413; Ord. 17-75; Ord. 32-75; Ord. 31-76; Ord. 46-76; Ord. 60-76; Ord. 45-77; Ord. 46-79; Ord. 63-79; Ord. 83-79; Ord. 19-80; Ord. 27-81; Ord. 47-81; Ord. 63-81; Ord. 14-82; Ord. 7-84; Ord. 10-84; Ord. 11-85; Ord. 11-86; Ord. 13-86; Ord. 11-87; Ord. 32-90; Ord. 27-91; Ord. 48-91; Ord. 36-92; Ord. 21-94; Ord. 62-94; Ord. 7-97; Ord. 12-97; Ord. 24-97; Ord. 2-98; Ord. 15-98; Ord. 22-98; Ord. 17-99; Ord. 22-99; Ord. 37-99; Ord. 24-00; Ord. 36-00; Ord. 06-01; Ord. 16-02; Ord. 23-02; Ord. 33-02; Ord. 07-03; Ord. 27-03; Ord. 28-03; Ord. 34-03; Ord. 38-03; Ord. 03-04; Ord. 12-04; Ord. 32-04; Ord. 40-04; Ord. 02-05; Ord. 14-05; Ord. 34-05; Ord. 46-05; Ord. 14-06; Ord. 27-07; Ord. 07-08; Ord. 16-08; Ord. 24-08; Ord. 21-09; Ord. 18-13 § 1.01; Ord. 40-13 § 1.01; Ord. 64-15 § 1; Ord. 01-16 § 1].

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

PASSED by the City Council of the City of Richland at a regular meeting on the 21st day of June 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: June 26, 2016



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/21/2016

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 6 - Community Amenities

Subject:

Ordinance No. 29-16, Amending the 2016 Budget and Revising the 2016 Capital Improvement Plan Regarding the Richland Public Library Makerspace Project

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

29-16

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass, Ordinance No. 29-16, Amending the 2016 Budget and CIP regarding the Richland Public Library Makerspace Project.

Summary:

Washington State law requires that an ordinance be adopted to increase appropriations. Ordinance No. 29-16 proposes to increase appropriations in the General Fund, specifically for the Richland Public Library (RPL) Makerspace project and other facility upgrades.

The existing Capital Improvement Plan (CIP) identifies \$70,000 from the Library Foundation, \$30,000 from private donations and \$100,000 from the Library Capital Reserve Fund for the Makerspace project in 2017. The project will accommodate the growing emphasis on Science, Technology, Engineering and Mathematics (STEM) hands-on programming in the RPL and help to reinforce the facility as a significant contributor for programming within the City's Waterfront District.

Earlier this year, the City accepted a donation from the RPL Foundation (RPLF) to fund a conceptual architectural design for the Makerspace. A study was completed that concluded that the facility will accommodate the Makerspace project, and that modest additional funding is necessary to accommodate the basic project elements of HVAC, electrical, plumbing, storage, and wall/door systems.

The RPLF recently provided the City with a generous donation, and the project may now begin in 2016 instead of 2017. As such, the funding sources in the CIP have increased to \$100,000 from the Foundation and \$135,000 from the Library Capital Reserve Fund, thereby requiring the budget adjustment and revision to the CIP. The total project budget increased by \$35,000, most of which is absorbed by the RPLF's increased donation.

An additional \$35,000 of Library Capital Reserve is being requested for library upgrades including audio-visual equipment in the Gallery and PCI compliant credit card processing capability. The total budget adjustment is \$270,000, comprised of a \$100,000 private donation from the RPLF and \$170,000 from Library Capital Reserve.

A public hearing and first reading of the ordinance occurred on June 7, 2016 with no issues.

Fiscal Impact:

Of the \$270,000 budget adjustment, \$100,000 is from additional revenue through a donation, and \$170,000 is from Library Capital Reserves in the General Fund. There is currently \$622,951 available in the Library Capital Reserve.

Attachments:

ORDINANCE NO. 29-16

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 General Fund.

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

WHEREAS, the Richland Public Library has successfully demonstrated the community demand for Science, Technology, Engineering and Math (STEM) programming; and

WHEREAS, the proposed 2017 Capital Improvement Plan (CIP) contains a Makerspace project intended for STEM programming; and

WHEREAS, the Library Foundation recently increased their anticipated donation toward the Makerspace project from \$70,000 to \$100,000 and has provided the funding to the City earlier than anticipated; and

WHEREAS, project construction may begin now begin in 2016; and

WHEREAS, the Library Capital Reserve (balance of \$622,951) was established by City Council on November 16, 2010 for purposes of library technology and facility upgrades; and

WHEREAS, \$135,000 of Library Capital Reserve funds will be utilized for the construction of the Makerspace and will be combined with the \$100,000 private donation for a grand total of \$235,000; and

WHEREAS, upgrades in software and hardware in the Richland Public Library are necessary to meet new credit card PCI security standards (\$10,000); and

WHEREAS, upgrades in audio and visual equipment are needed in the Richland Public Library Gallery to meet customer expectations for a modern meeting facility (\$25,000); and

WHEREAS, this budget amendment totaling \$270,000 represents a \$100,000 private donation and \$170,000 from Library Capital Reserve, which consists of \$135,000 for the Makerspace project; \$10,000 for PCI compliant credit card processing capability in the Library, and \$25,000 for audio-visual improvements to be made to the Library Gallery Room; and

WHEREAS, a public hearing was held pursuant to RCW 35.33.091 on June 7, 2016, regarding the increase in appropriations from beginning fund balance in the General Fund.

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

Section 1. Facts Constituting Emergency. The funding contained within this ordinance was not anticipated when the 2016 budget was approved.

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

Section 3. Amendment of the 2016 Budget. The 2016 Budget is hereby amended to provide additional appropriations in the General Fund from \$100,000 in new donations, and from \$170,000 in unappropriated balances in the Library Bond Reserve.

General Fund

Current Appropriation: \$ 50,076,783

Increase in Appropriation: \$ 270,000

Amended Appropriation: \$ 50,346,783

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 21st day of June 2016.

ROBERT J. THOMPSON

Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: June 26, 2016



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/21/2016

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 3 - Economic Vitality

Subject:

Ordinance No. 30-16, Amending the 2016 Budget for the Industrial Development Fund

Department:

Community & Development Services

Ordinance/Resolution Number:

30-16

Document Type:

Ordinance

Recommended Motion:

Give Second Reading and pass Ordinance No. 30-16, authorizing additional appropriations from the Industrial Development Fund.

Summary:

A prior Interlocal Agreement with the Port of Benton obligates the City to share in the cost for the development of a Master Plan and a Rail Master Plan for the 1,341 acres of property north of Horn Rapids Road. In order to fund these projects, a budget adjustment is necessary. Ordinance No. 30-16 will authorize additional appropriations from the Industrial Development Fund for the following projects:

- 1) An appropriation of \$50,000 for the development of a Master Plan to address new road, utility and lot configurations within the undeveloped area.
- 2) An appropriation of \$20,000 for the development of a Rail Master Plan to address industrial rail needs and connections between the 1,341-acre area and the Horn Rapids Industrial Park.

First Reading of Ordinance No. 30-16, was given at the June 7, 2016, Council meeting.

Fiscal Impact:

The proposed budget amendment will increase appropriations by \$70,000 in the Industrial Development Fund. Sufficient unappropriated reserves are available in the Industrial Development Fund to cover these expenses.

Attachments:

1. Ordinance No. 30-16
2. Budget Amendment Form

ORDINANCE NO. 30-16

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 Industrial Development Fund.

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

WHEREAS, no funds were appropriated in the Industrial Development Fund for the development of a Master Plan for the 1,341 acres of property north of Horn Rapids Road; and

WHEREAS, pursuant to the Interlocal Cooperative Agreement No. 211-15 with the Port of Benton, the City is obligated to share in the development and cost for the Master Plan; and

WHEREAS, staff has determined that creating a single master Plan for the 1,341 acres located north of Horn Rapids Road is in the best of both the City of Richland and the Port of Benton, and the public; and

WHEREAS, \$50,000 in funding is needed for the development of a Master Plan for the 1,341 acres of property located north of Horn Rapids Road to address new road, utility and lot configurations within the undeveloped area; and

WHEREAS, \$20,000 in additional funding is needed for the development of a Rail Master Plan for the 1,341-acre property; and

WHEREAS, sufficient unappropriated funds are available in the Industrial Development Fund to support the required budget adjustment; and

WHEREAS, a public hearing was held pursuant to RCW 35.33.091 on June 7, 2016, regarding the increase in appropriations from beginning fund balance in the Industrial Development Fund.

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

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

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

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

Industrial Development Fund

Current Appropriation: \$ 6,932,442

Increase in Appropriation: \$ 70,000

Amended Appropriation: \$ 7,002,442

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 21st day of June 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: June 26, 2016

City of Richland
Budget Amendment/Adjustment Request Form

☒ **New Appropriation (City Manager & City Council approval required)**

		Ordinance # 30-16	Date:
Source of funds: (revenue or fund balance):	\$ Amount	Use of funds (expense):	\$ Amount
1 Account # 112-305-0009-599900-9999	70,000	1 Account # 112-306-00074-559300-4117	70,000
Acct. Description - Unappropriated Fund Balance		Account Description - Expert Services	
2 Account #		2 Account #	
Account Description		Account Description	
3 Account #		3 Account #	
Account Description		Account Description	
4 Account #		4 Account #	
Account Description		Account Description	
5 Account #		5 Account #	
Account Description		Account Description	
	\$ 70,000		\$ 70,000

Reason for Request (include attachment, if necessary):

Pusuant to Interlocal Cooperative Agreement No. 211-15 with the Port of Benton, the City if obligated to share in the development and cost of the Master Plan.

The expenses contained within this ordinance were not anticipated when the 2016 budget was approved.

Distribution after approvals: Original to Finance (Brandon Suchy - MS-09) - Copy to department (department must process ordinance, staff report and public hearing, if applicable)

☐ **Budget Adjustment Between Basic Categories (City Manager approval required)**

Transfer from account:	\$ Amount	Transfer to account:	\$ Amount
1 Account #		1 Account #	
Account Description		Account Description	
2 Account #		2 Account #	
Account Description		Account Description	
3 Account #		3 Account #	
Account Description		Account Description	
4 Account #		4 Account #	
Account Description		Account Description	
5 Account #		5 Account #	
Account Description		Account Description	
	\$ -		\$ -

Reason for Request (include attachment, if necessary):

Requested by (Dept. Head):

Approved by Finance

Approved by City Manager

Effective: January 1, 2015

Date: June 21, 2016

Date:

Date:

*Distribution after approvals: Original to Finance (Brandon Suchy - MS-09)
Copy to Department*



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/21/2016

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 32-16, Amending RMC Title 9: Crime, Related to Assault-Domestic Violence

Department:
City Attorney

Ordinance/Resolution Number:
32-16

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 32-16, amending Title 9: Crime of the Richland Municipal Code related to Assault-Domestic Violence.

Summary:

The City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to promote the health, safety, and general welfare of the citizens of the community. The City recently recognized that a scrivener's error exists in RMC 9.05.030 that must be corrected to avoid a nonsensical result in statutory construction. Ordinance No. 32-16 is a housekeeping ordinance designed to remedy an existing scrivener's error.

First reading was given at the June 7, 2016, Council meeting. Staff recommends approval of Ordinance No. 32-16.

Fiscal Impact:

None.

Attachments:

- I. ORD 32-16 Amending Title 9 Related to Assault-DV

ORDINANCE NO. 32-16

AN ORDINANCE of the City of Richland amending
Title 9: Crime of the Richland Municipal Code related to
Assault-Domestic Violence.

WHEREAS, the City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to promote the health, safety, and general welfare of the citizens of the community; and

WHEREAS, the City recognizes that a scrivener's error exists in RMC 9.05.030 that must be corrected to avoid a nonsensical result in statutory construction.

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

Section 1. Section 9.05.030, entitled Simple assault – Domestic violence, as created by Ordinance 20-11 and subsequently amended by Ordinance 18-12, is hereby amended to read as follows:

9.05.030 Simple assault – Domestic violence.

A. No person may, as a family or household member, intentionally use or threaten to use by purposeful words or acts, unlawful physical force against another ~~the~~ family or household member ~~of another~~.

B. A person is guilty of assault in the fourth degree if, under circumstances not amounting to assault in the first, second, or third degree, or custodial assault, he or she assaults another family or household member.

C. Any defense available to a person charged with the crime of "assault in the fourth degree" under RCW 9A.36.041 shall also be a defense to the crime of simple assault under this section.

D. Any crime charged under this section shall be a gross misdemeanor.

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

PASSED by the City Council of the City of Richland, at a regular meeting on the 21st day of June, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: June 26, 2016



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/21/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 114-16, Authorizing Trail Lease Agreement with Washington State Department of Transportation for Vantage Highway Pathway Project

Department:
Public Works

Ordinance/Resolution Number:
114-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 114-16, authorizing the City Manager to sign and execute a Trail Lease agreement with Washington State Department of Transportation for Vantage Highway Pathway project.

Summary:

The City of Richland's Six-Year Transportation Improvement Program and the 2016–2030 Capital Improvement Plan prioritize completion of the Vantage Highway Pathway as a segment of the City's non-motorized transportation system. The Vantage Highway Pathway project consists of three separate phases: Robertson Drive to Hanford Legacy Park, Stevens Drive to Robertson Drive, and Twin Bridges Road to Kingsgate Way.

When completed, this project will improve bicycle and pedestrian connectivity and safety as the only current link between residential development, several recreational facilities, and employment and shopping centers is via SR240. Phase I will complete the portion of the project from Hanford Legacy Park to Robertson Avenue and requires acquisition of property rights. Property acquisition has been completed in accordance to state and federal process requirements.

Washington State Department of Transportation (WSDOT) has property affected by the pathway and has agreed to provide property for the project in the form of a trail lease. The lease is needed as the pathway enters several intersections on SR240 that are managed by WSDOT. The lease is for ten (10) years with renewal terms allowed. In lieu of paying a rent for the property, the City will provide the separation of motor vehicles traffic from pedestrians, equestrians or cyclists which will increase motor vehicle safety and increase highway efficiency.

Council approval of the trail lease will allow the Vantage Highway Pathway Phase I to proceed to construction. Staff recommends approval.

Fiscal Impact:

There is no compensation due WSDOT under the proposed lease.

Attachments:

1. Resolution No. 114-16
2. WSDOT Trail Lease

RESOLUTION NO. 114-16

A RESOLUTION of the City of Richland authorizing the execution of a trail lease agreement with Washington State Department Transportation for the purpose of constructing the Vantage Highway Pathway project.

WHEREAS, the City of Richland's Six-Year Transportation Improvement Program and the 2016–2030 Capital Improvement Plan prioritize completion of the Vantage Highway Pathway as a segment of the City's non-motorized transportation system; and

WHEREAS, the Vantage Highway Pathway project consists of three separate phases: Robertson Drive to Hanford Legacy Park, Stevens Drive to Robertson Drive, and Twin Bridges Road to Kingsgate Way; and

WHEREAS, the Vantage Highway Pathway project, when completed, will provide many benefits to the community including improved bicycle and pedestrian travel; and

WHEREAS, the Vantage Highway Pathway – Phase 1 project will complete the portion of the project from Hanford Legacy Park to Robertson Avenue; and

WHEREAS, the Vantage Highway Pathway – Phase 1 project will require acquisition of property rights to complete; and

WHEREAS, property acquisitions for the Vantage Highway Pathway project will be completed in accordance with state and federal process requirements; and

WHEREAS, Washington State Department of Transportation has property affected by the Vantage Highway Pathway project and has agreed to provide property for the project in the form of a trail lease, and have agreed to terms allowing the City to lease the necessary portion of property; and

WHEREAS, the funds necessary to acquire the properties shall be paid by Vantage Highway Pathway project funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute the trail lease agreement and all other documents necessary to complete the lease of the required portions of the Washington State Department of Transportation property.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 21st day of June, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

T R A I L L E A S E

THIS IS A LEASE made and entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereinafter WSDOT, and the CITY OF RICHLAND, a municipal corporation of the State of Washington, hereinafter TENANT.

WHEREAS, the land and premises to be leased are not presently needed exclusively for highway purposes; AND

WHEREAS, TENANT desires to construct, operate and maintain a trail segment under this Lease as part of the TENANT's local comprehensive trail plan as an interim use until the land and premises to be leased are needed exclusively for a highway purpose; AND

WHEREAS, WSDOT is granted authority to lease property under RCW 47.12.120, and WSDOT deems it to be in the best public interest to enter into this Lease,

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PREMISES. WSDOT leases to TENANT, and TENANT hereby leases from WSDOT, the premises (Premises) located in the NE ¼ of the NW ¼ in Section 28, NW ¼ of the SW ¼, SW ¼ of the SW ¼, and SE ¼ of the SW ¼ in Section 27, NE ¼ of the NW ¼ and the NW ¼ of the NE ¼ in Section 34, all in Township 10 North, Range 28 E., W.M., and known to be a portion of the highway right of way of SR 240, North Richland Road to Stevens Drive in Richland, Sheets 8,10, and 11 of 12 sheets, approved February 1, 1967, as shown hachured on Exhibit A, attached hereto and by this reference incorporated herein.

2. TERM. The term of this Lease is Ten (10) years, COMMENCING ON THE DATE OF EXECUTION OF THIS LEASE BY WSDOT (Commencement Date).

3. RENEWAL. Upon expiration of the initial term, this Lease may be renewed by TENANT for Two (2) additional Ten (10) year periods, (Renewal Period), at the discretion of WSDOT; provided that, (A.) TENANT is not in default and has not been in default during the term of this Lease; (B.) the property is not needed for a priority transportation purpose, as solely determined by WSDOT; (C.) TENANT's continued use under this Lease does not impair the

safety or operation of WSDOT's highway or facility, as solely determined by WSDOT; and (D.) the terms and conditions of this Lease conform to then-existing state policies or practices, laws, regulations and contracts, or provided, TENANT is willing to amend this Lease to bring it into compliance with such policies, practices, laws, regulations, and contracts. The Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policies, practices, laws, regulations or contracts and as reflected in a written amendment signed by both parties. TENANT shall give written notice of its intent to renew this Lease for the Renewal Period(s) not less than ninety (90) calendar days, but not more than six (6) months, prior to the expiration of the Lease, or any extension thereof.

4. CONSIDERATION. In lieu of paying economic rent for the Premises, TENANT agrees to provide other specific consideration which is deemed to be a highway benefit. The consideration is the separation of motor vehicle traffic from pedestrians, equestrians, or cyclists which will materially increase motor vehicle safety and increase highway efficiency.

5. TERMINATION BY WSDOT.

A. WSDOT may terminate this Lease, without penalty or further liability as follows:

(1) immediately, upon the unauthorized assignment of this Lease by TENANT;

(2) upon not less than thirty (30) calendar days prior written notice, for failure of TENANT to provide acceptable As-Built drawings to WSDOT within Thirty (30) calendar days of the date of completion of the trail construction; acceptability of the As-Built drawings shall be determined solely by WSDOT;

(3) upon not less than thirty (30) calendar days prior written notice, if TENANT defaults on any provision in this Lease and is notified by WSDOT of the default two (2) times within a six (6) month period. The third default shall be deemed "non-curable;"

(4) upon not less than thirty (30) calendar days prior written notice to TENANT, if TENANT defaults, and fails to cure such default within that thirty (30) day period, or such longer period, as may be reasonably determined by WSDOT, if TENANT is diligently

working to cure the default. Waiver or acceptance of any default of the terms of this Lease by WSDOT shall not operate as a release of TENANT's responsibilities for any prior or subsequent default.

(5) upon not less than thirty (30) calendar days prior written notice, if TENANT (i) does not begin construction of the improvements, as described in Section 7, Use of Premises, as shown on Exhibit B, attached hereto and by this reference incorporated herein, within One Hundred Eighty (180) calendar days from the Commencement Date of this Lease; (ii) does not complete the work within One Hundred Eighty (180) calendar days of the beginning of said construction, or (iii) fails to open the trail to the public within Sixty (60) calendar days of completing the trail construction. WSDOT and TENANT may mutually agree in writing to extend the periods provided under (i), (ii), and/or (iii) to accommodate unforeseen conditions out of the control of either party, such as, but not limited to, weather, availability of equipment, and availability of utilities;

(6) immediately, if TENANT's insurance coverage as required herein lapses for any reason. In such event, WSDOT may, at its option, barricade access to the Premises at TENANT's cost;

(7) immediately, upon issuance of any court order, legislative action, or governmental agency action having jurisdiction to take such action, which would significantly impair or effectively prohibit TENANT's use of the Premises;

(8) immediately, upon written notice, if a receiver is appointed to take possession of TENANT's assets, TENANT makes a general assignment for the benefit of creditors, or TENANT becomes insolvent or takes or suffers action under the Bankruptcy Act;

(9) upon not less than Thirty (30) calendar days prior written notice, if WSDOT determines that it is in the best interest of WSDOT to terminate this Lease;

(10) upon not less than thirty (30) calendar days prior written notice if the Premises has been abandoned, in WSDOT's sole judgment, for a continuous period of ninety (90) days; or

(11) immediately, if a transportation emergency exists as solely determined by WSDOT.

B. WSDOT may terminate the Lease in part upon not less than sixty (60) calendar days prior written notice, if WSDOT determines that a portion of the Premises may be used for, but not limited to, telecommunications purposes, which in WSDOT's sole determination are reasonably consistent with TENANT's authorized use of the Premises.

C. It is hereby acknowledged and agreed that the highway use of the Premises is paramount to any other use, including TENANT's use for a pedestrian, bicycle and other non-motorized vehicle trail. If this Lease is terminated for highway construction or reconstruction and WSDOT determines that it is necessary to relocate the trail system or acquire replacement land, TENANT hereby agrees to acquire any such necessary replacement lands promptly and at no cost to WSDOT, to reconstruct its facility at no cost to WSDOT on said replacement lands, and to indemnify and hold harmless WSDOT from any and all costs.

D. If TENANT fails to remove the trail and WSDOT determines that it is necessary to continue to maintain the trail in a safe, operable condition, then TENANT hereby agrees that WSDOT may withhold funds sufficient to reimburse WSDOT for all costs associated with the continued maintenance of said trail from TENANT's share of any Motor Vehicle Gas Tax Funds or any other funds distributed to TENANT by WSDOT to cover ongoing expenses of trail maintenance and operation.

E. TENANT agrees to pay all costs to barricade or to provide other interim safety measures, as directed by WSDOT, if closure of the trail becomes necessary to facilitate repair, reconstruction, maintenance, or modifications of the highway right of way.

6. TERMINATION BY TENANT. TENANT may terminate this Lease without penalty or further liability as follows:

A. Upon not less than Thirty (30) calendar days prior written notice for any reason; provided that, TENANT removes all traces of the trail prior to the date of termination.

B. Upon not less than thirty (30) calendar days prior written notice, if WSDOT defaults and fails to cure such default within that thirty (30) day period, or such longer period, as may be reasonably determined by TENANT, if WSDOT is diligently working to cure the default; or

C. Immediately, upon written notice, if in TENANT's judgment the Premises is destroyed or damaged so as to substantially and adversely affect TENANT's authorized use of the Premises.

7. USE OF PREMISES.

A. No use other than construction, operation and maintenance of a public pedestrian, bicycle, and other non-motorized vehicle trail under the control of TENANT is permitted without the prior written approval of WSDOT. TENANT expressly agrees that it will not charge others to use the Premises. No motorized vehicles will be allowed on the Premises except for TENANT's maintenance vehicles and emergency vehicles responding to an emergency on the Premises. In using the Premises, TENANT shall comply with all statutes, policies and regulations, including, but not limited to the Scenic Vistas Act, RCW 47.42 et seq. and WAC 468-66 et seq., heretofore adopted or hereafter promulgated by WSDOT or the state legislature relative to the location, operation, and maintenance of improvements located on the Premises. No access to the Premises will be constructed or allowed to be constructed by or for TENANT without WSDOT's prior written approval. Direct access to ramps or traveled lanes of state highways is not permitted. All grading and construction plans and any changes thereof are subject to approval by WSDOT.

B. TENANT will not allow third parties to use the trail as access to private property or improvements. Furthermore, in using the Premises, it is expressly agreed that TENANT shall: 1) comply with all applicable federal, state and local laws, ordinances, and regulations, including environmental requirements that are in force or which may hereafter be in force; and 2) secure all

necessary permits and licenses for the uses of the Premises authorized in this Lease. TENANT hereby agrees to indemnify, defend and hold harmless WSDOT from all claims or suits resulting from TENANT's failure to comply with such requirements.

C. No signs, other than directional signs or signs that are further described herein, are permitted. WSDOT owned fences in place at the time of execution of this Lease or relocated to separate the Premises from the traveled roadway will be maintained by WSDOT. Nothing is to be attached to WSDOT's fence without prior written approval. If any fence is damaged as a result of the activities authorized by this Lease, TENANT will promptly repair such damage at its cost to WSDOT's satisfaction.

D. Within thirty (30) calendar days of occupancy, TENANT at its sole expense shall erect and maintain a permanent sign at all entrances to the trail located on WSDOT right of way, stating as follows: *"This trail is located on highway right of way under a cooperative agreement between the city of Richland and the Washington State Department of Transportation."*

D. WSDOT does not warrant that the unconstructed right of way is suitable for TENANT's purposes.

8. MAINTENANCE RESPONSIBILITIES.

A. TENANT shall perform or cause to be performed at its sole expense all maintenance of the Premises that shall include, but not be limited to, keeping the Premises in good condition, both as to safety and appearance, to the satisfaction of WSDOT. TENANT shall be responsible for weed control, and reconstruction and repair of any or all components of the trail facility. TENANT shall in no way interfere with any highway operations or traffic flow on State Route 240 when performing any work on the Premises. In addition (and if applicable), TENANT is responsible for the regular inspection and repair of structures as required by the Code of Federal Regulations 23 CFR 650, subpart C, National Bridge Inspection standards (NBIS), EXCEPT any and all work that would require SR240 closure.

B. TENANT agrees that it is additionally responsible for the following specific maintenance and operational items, at its sole cost and expense, without further liability to the WSDOT:

- (1) Security and law enforcement for the Leased Premises;
- (2) Graffiti removal upon all real and personal property (including all fixtures and attachments). TENANT shall in no way interfere with any highway operations or traffic flow on State Route 240 when removing graffiti. Inspections shall be no less than once per month;
- (3) Litter control on an as needed basis in accordance with adopted TENANT maintenance standards and practices or upon WSDOT notification and/or inspections;
- (4) Sweeping of the Leased Premises on an as needed basis in accordance with adopted TENANT maintenance standards and practices; and
- (5) Removing and disposing of unauthorized signs, banners, etc. from the Leased Premises.

C. The TENANT warrants that any landscaping planted and maintained on the Leased Premises will not damage, threaten to damage, or otherwise adversely affect any part or component of the state's highway facility or operation, or adversely affect traffic safety. TENANT shall ensure that the Premises is maintained so as not to obstruct the motoring public's traffic view at each intersection; therefore, TENANT shall not plant or maintain any landscaping, or other obstruction, at the intersections along the Premises that will adversely impact the sight distances. All traffic sight distances shall remain free and clear of any obstructions to ensure the safety of the traveling public. Failure to maintain the Premises to ensure that the traffic sight distances are not adversely impacted, to the sole satisfaction of WSDOT, shall be considered a default under the terms of this Lease. TENANT warrants that any vegetation disturbed during construction shall be replanted or replaced, at TENANT's expense, to the satisfaction of the WSDOT. Application of pesticides and herbicides within WSDOT right of way shall be performed by, or under, the direct supervision of TENANT's officers, officials, employees, and/or agents who possess a current Public Operator or Commercial Pesticide Operator license. Washington State Department of Agriculture Pesticide Application Records shall be kept by the TENANT for each application in accordance with chapter 17.21 RCW and be available for review by the WSDOT within five (5) calendar days of its request.

D. If TENANT fails to maintain the trail as provided herein, the WSDOT may perform such maintenance after providing the TENANT with thirty (30) calendar days written notice of such maintenance default, and TENANT agrees to reimburse the WSDOT for such maintenance costs within thirty (30) calendar days of receipt of a WSDOT invoice, documenting the work and materials costs.

9. ENVIRONMENTAL REQUIREMENTS.

A. TENANT represents, warrants, and agrees that it will conduct its activities on and off the Premises in compliance with all applicable environmental laws. As used in this Lease, the term "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto, including all amendments and/or revisions to said laws and regulations.

B. Toxic or hazardous substances are not allowed on the Premises without the express written permission of WSDOT and under such terms and conditions as may be specified by WSDOT. For the purposes of this Lease, "Hazardous Substances," shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and regulations, and shall include gasoline and other petroleum products. In the event such permission is granted, the use and/or disposal of such materials must be done in a legal manner by TENANT.

C. TENANT agrees to cooperate in any environmental investigations conducted by WSDOT staff or independent third parties where there is evidence of contamination on the Premises, or where WSDOT is directed to conduct such audit by an agency or agencies having jurisdiction. TENANT will reimburse WSDOT for the cost of such investigations, where the need for said investigation is determined to be caused by TENANT's operations. TENANT will provide WSDOT with notice of any inspections of the Premises, notices of violations, and orders to clean up contamination. TENANT will permit WSDOT to participate in all settlement or abatement discussions. In the event that TENANT fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within ninety (90) calendar days of such notice, WSDOT may elect to perform such work, and TENANT covenants and agrees to reimburse WSDOT for all direct and indirect costs associated with WSDOT's work where those costs are determined to have resulted from TENANT's use of the Premises. TENANT further agrees that the use of the Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or discharge of any kind shall rise above the grade of the right of way.

D. For the purposes of this Lease, "Costs" shall include, but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorney fees and other litigation costs incurred in complying with state or federal environmental laws, which shall include, but not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq; the Clean Water Act, 33 U.S.C. § 1251; the Clean Air Act, 42 U.S.C. § 7401; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901; and the Washington Model Toxics Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and regulations.

E. TENANT agrees to defend, indemnify and hold harmless WSDOT from and against any and all claims, causes of action, demands and liability including, but not limited to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises, including those that may have migrated from the Premises through water or soil to other properties, including without limitation, the adjacent WSDOT property and which are caused by or result from TENANT's activities on the Premises. TENANT further agrees to retain, defend, indemnify and hold

harmless WSDOT from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any such Hazardous Substances removed from said Premises.

F. WSDOT hereby agrees to indemnify and hold harmless TENANT from any costs or liabilities associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises by the acts or omissions of WSDOT, its employees, contractors, and agents. WSDOT further agrees to retain and indemnify and hold harmless TENANT from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any such Hazardous Substances removed from said Premises.

G. The provisions of this paragraph shall survive the expiration or termination of this Lease.

10. WSDOT'S RESERVATION OF RIGHT TO MAINTAIN AND GRANT UTILITY FRANCHISES AND PERMITS AND TO LEASE FOR COMPATIBLE PURPOSES.

A. WSDOT reserves the right for utility franchise and permit holders to enter upon the Premises to maintain facilities and, for itself, to grant utility franchises and/or permits within the Premises. Such installation will be accomplished in such a manner as to minimize any disruption to TENANT. The franchise/permit holder will be required to restore paving and grading damaged by the installation. WSDOT also reserves the right to withdraw portions of the Premises for uses such as, but not limited to, telecommunications transmission sites, which WSDOT determines to be reasonably compatible with TENANT's authorized use of Premises.

B. TENANT shall not disturb markers installed by a franchise/permit holder and will contact and provide notice to any franchise/permit holder and all owners of underground facilities prior to any excavation. TENANT shall contact WSDOT and call the Underground Utility Locating Service, or its successor organization, as part of its efforts to ascertain any and all owners of underground utility facilities and to locate the utility. TENANT shall not damage

legally installed underground utilities. TENANT shall comply with all applicable provisions of chapter 19.122 RCW relating to underground facilities.

12. TAXES, ASSESSMENTS, AND UTILITIES. TENANT agrees to pay all assessments that benefit the Premises and/or which may hereafter become a lien on the interest of TENANT in accordance with RCW 79.44.010. TENANT agrees to pay all taxes that may hereafter be levied or imposed upon the interest of TENANT or by reason of this Lease. TENANT is responsible for and agrees to pay the cost for all utilities, including, but not limited to, surcharges, fuel adjustments, rate adjustments and taxes that serve the Premises.

13. WSDOT'S APPROVAL OF DESIGN AND CONSTRUCTION.

TENANT covenants that any construction on the Premises will not damage, threaten to damage, or otherwise adversely affect any part or element of the highway facility or its operation. WSDOT shall be furnished with two sets of complete plans, details, and specifications and revisions thereto for grading and all improvements proposed to be placed on the Premises, and no work shall be done without prior written approval of such plans by WSDOT. All construction work shall be done in conformity with the plans and specifications as approved. WSDOT may take any action necessary, including directing that work be temporarily stopped or directing that additional work be done, to ensure compliance with the plans and specifications, protection of all parts and elements of the highway facility, and compliance with WSDOT's construction and safety standards. The improvements shall be designed and constructed in a manner that will permit WSDOT access to the highway facility for the purposes of inspection, maintenance, and construction, when necessary.

14. LIMITATIONS. TENANT expressly acknowledges and agrees that WSDOT's rights under this Lease to review, comment on, disapprove and/or accept designs, plans specifications, work plans, construction, equipment, installation, (a) exist solely for the benefit and protection of WSDOT, (b) do not create or impose upon WSDOT any standard or duty of care toward TENANT, all of which are hereby disclaimed, (c) may not be relied upon by TENANT in determining whether TENANT has satisfied any and all applicable standards and requirements and (d) may not be asserted, nor may WSDOT's exercise or failure to exercise any such rights be asserted, against WSDOT by TENANT as a defense, legal or equitable, to

TENANT's obligation to fulfill such standards and requirements and regardless of any acceptance of work by WSDOT.

15. NON-COMPLETION OF CONSTRUCTION. TENANT shall obtain WSDOT's approval of construction drawings, complete construction of the project according to the approved plans, and open the trail to the public within Three Hundred Sixty Five (365) days of the effective date of this Lease.

16. "AS BUILT" PLANS. Within Sixty (60) days of the date the trail construction is completed, TENANT shall provide WSDOT with a complete set of dimensioned "As-Built" scale drawings showing at least the information following: (a) trail centerline; (b) ties to beginning and end of trail; (c) underground utilities; and (d) such other information as WSDOT may request. Acceptability of the As-Built drawings shall be determined solely by WSDOT. In the event TENANT fails to provide such plans within the prescribed time period, TENANT hereby agrees that WSDOT shall have the right, at its option, to contract with a consultant in order to secure such plans and TENANT agrees to reimburse WSDOT for all costs incurred in obtaining said plans within thirty (30) calendar days of the date of WSDOT's invoice.

17. LIENS.

A. TENANT shall at all times indemnify and hold harmless WSDOT from all claims for labor or materials in connection with construction, repair, alteration, maintenance or installation of structures, improvements, equipment, or facilities on or within the Premises, and from the cost of defending against such claims, including attorney fees.

B. In the event a lien is filed upon the Premises, TENANT shall: (a) Record a valid Release of Lien, or (b) Deposit sufficient cash with WSDOT to cover the amount of the claim on the lien in question, and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder claim, or (c) Procure and record a bond which releases the Premises from the claim of the lien and from any action brought to foreclose the lien.

C. Should TENANT fail to accomplish a, b, or c above within fifteen (15) calendar days after the filing of such a lien, the Lease shall be in default.

18. ENCUMBRANCES. It is expressly understood that TENANT shall not encumber the Premises.

19. WSDOT'S RIGHT OF ENTRY AND INSPECTION. WSDOT, for itself, its agents and contractors, and for the Federal Highway Administration (FHWA), reserves the right to enter upon the Premises at any time without notice to TENANT for the purpose of inspection, maintenance, construction, or reconstruction of the highway facility or any element thereof, or to perform environmental reviews. WSDOT shall in no way be responsible for any incidental or consequential damages due to such loss of use, if any, by TENANT. WSDOT and FHWA may from time-to-time go upon the Premises for the purpose of inspecting any excavation, construction, or maintenance work being done by TENANT. Further, this right shall not impose any obligation upon WSDOT to make inspections to ascertain the safety of TENANT's improvements or the condition of the Premises.

20. INSURANCE.

A. TENANT warrants that it is self-insured, and agrees to provide acceptable evidence of its self-insured status to WSDOT. TENANT's insurance policy must provide liability coverage for the Premises, including General Liability Coverage with limits no less than \$2,000,000 each occurrence and \$4,000,000 general aggregate. TENANT's membership in Washington Cities Insurance Authority satisfies the insurance requirements set forth above. Such aggregate limits shall apply for this Premises location, and coverage under said policy shall be triggered on an "occurrence basis," not on a "claims made" basis. TENANT shall increase the policy limits at its sole cost, when and if WSDOT deems it necessary due to TENANT's use of the Premises within ten (10) calendar days of WSDOT's written request to do so.

B. TENANT assumes all obligations for premium payment.

C. Coverage, if obtained by TENANT in compliance with the section, shall not be deemed as having relieved TENANT of any liability in excess of such coverage.

D. In the event TENANT, after commencement of this Lease, elects to terminate its self-insured status and secure commercial liability coverage, TENANT will promptly notify WSDOT, promptly secure insurance coverage as designated herein or as amended by WSDOT

and promptly provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington, to the satisfaction of WSDOT. WSDOT shall be named as an additional insured by endorsement of the liability policy required, utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification. The endorsement shall require the insurer to provide the WSDOT, Real Estate Services Office in Tumwater, with no less than thirty (30) calendar days written notice before any cancellation of the coverage required herein.

21. HOLD HARMLESS/INDEMNIFICATION.

A. TENANT, its successors and assigns, will protect, save, and hold harmless WSDOT, its authorized agents and employees, from all claims, actions, costs, damages (both to persons and/or property), or expenses of any nature whatsoever by reason of the acts or omissions of TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. TENANT further agrees to defend WSDOT, its agents or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or actions commenced, arising out of, or in connection with acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT or its authorized agents or employees; provided that, if the claims or damages are caused by or result from the concurrent negligence of (a) WSDOT, its agents or employees and (b) TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of TENANT or its assigns, subtenants, agents, contractors, licensees, invitees, employees.

B. TENANT specifically assumes potential liability for the actions brought by TENANT's employees and solely for the purposes of this indemnification and defense,

TENANT specifically waives any immunity under the State industrial insurance law, Title 51 RCW. TENANT recognizes that this waiver was the subject of mutual negotiations.

C. The indemnification and waiver provisions contained in this section shall survive the termination or expiration of this Lease.

22. NONDISCRIMINATION. TENANT, for itself, its successors and assigns, as part of the consideration hereof, does hereby agree to comply with all applicable civil rights and antidiscrimination requirements including, but not limited to, chapter 49.60 RCW.

23. ASSIGNMENT. Neither this Lease nor any rights created by it may be assigned, sublet, or transferred in written or oral form.

24. SURRENDER OF PREMISES AND REMOVAL OF TENANT'S IMPROVEMENTS AND PERSONAL PROPERTY.

A. Upon termination of this Lease, TENANT shall cease its operations on and/or use of the Premises. In the event TENANT fails to vacate the Premises on the date of termination, TENANT shall be liable for any and all costs to WSDOT arising from such failure. As used herein, "vacate" shall include preventing use of the Premises by the public.

B. Upon termination of this Lease, TENANT agrees, if so directed by WSDOT, to restore grades and on limited access highways also to relocate WSDOT's fences, if any, to their configurations prior to TENANT's occupancy. This work is to be done at TENANT's sole expense to the satisfaction of WSDOT.

C. Upon termination of this Lease TENANT agrees, if so requested by WSDOT, to obliterate the trail, remove all improvements and personal property, and/or provide erosion control treatment at its own expense and to WSDOT's satisfaction, returning the right of way to its original condition before the construction of the trail.

D. TENANT shall accomplish the above work by the date of termination. If, after termination of this Lease, TENANT has not removed its improvements and/or personal property and returned the right of way to its original condition, if requested to do so, within the time allowed, WSDOT may, but need not, remove and dispose of said improvements and/or personal

property and return the right of way to its original condition at the expense of TENANT, and TENANT shall reimburse WSDOT for any and all expenses incurred by WSDOT in connection with such removal, work or disposal within thirty (30) calendar days of the date of WSDOT's invoice.

25. NO RELATIONSHIP ESTABLISHED. WSDOT shall in no event be construed to be a partner with, associate or joint venturer of TENANT or any party associated with TENANT. TENANT shall not create any obligation or responsibility on behalf of WSDOT or bind WSDOT in any manner.

26. TRANSPORTATION PURPOSES.

A. TENANT and WSDOT hereby affirm that upon termination or expiration of this Lease for any reason and the subsequent use of the Premises for transportation or other purposes, such use will not be considered the use of any publicly-owned land from a public park, recreation area, or wildlife and waterfowl refuge within the meaning of 23 U.S.C. 138 and 49 U.S.C. 303 (former 49 U.S.C.1653 (f), Section "4f"). If this Lease is terminated for highway construction and WSDOT or authorized local, state or federal official having jurisdiction of the land or a court of competent jurisdiction determines that replacement of the trail is required under 23 U.S.C. 138 and 49 U.S.C. 303, TENANT agrees that it shall be responsible for and promptly replace the trail as required and pay all such costs in accordance with Paragraph 5.C. of this Lease.

B. TENANT further acknowledges, agrees, and promises not to use Outdoor Recreation Funds as provided for in the Land and Water Conservation Fund Act, 16 U.S.C. 460-l, sections 4-11 (see section 8(f)(3) within state owned right of way; such funds may be used outside of the state owned right of way).

27. CONDITION OF THE PROPERTY. WSDOT and TENANT acknowledge that they have jointly examined the Premises identified in Exhibits A and B attached hereto, and TENANT accepts said Premises in its present condition as of the Commencement Date of this Lease.

28. BINDING CONTRACT. This Lease shall not become binding upon WSDOT unless and until executed for WSDOT by the Secretary of Transportation, or her duly authorized representative.

29. ATTORNEYS' FEES. In the event of any controversy, claim, or dispute arising out of this Lease, each party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney's fees and costs.

30. MODIFICATIONS. This Lease contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by written amendment, signed by all authorized parties thereto.

31. INTERPRETATION. This Lease shall be governed by and interpreted in accordance with the laws of the State of Washington. The titles to paragraphs or sections of this Lease are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

32. SEVERABILITY. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

33. VENUE. TENANT agrees that the venue of any action or suit concerning this Lease shall be in the Thurston County Superior Court and all actions or suits thereon shall be brought therein, unless applicable law requires otherwise.

34. TOTALITY OF AGREEMENT. It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by WSDOT except to the extent that the same are expressed in this Lease.

35. MEMORANDUM OF LEASE. The parties hereby agree to execute and record a memorandum of lease, if either party so requests.

36. NOTICES. Wherever in this Lease written notices are to be given or made, they will be sent by certified or overnight mail addressed to the parties at the addresses listed below, unless a different address has been designated in writing and delivered to the other party.

WSDOT: DEPARTMENT OF TRANSPORTATION (Mailing Address)
Attn.: Property Management Program Manager
P. O. Box 47338
Olympia, WA 98504-7338

DEPARTMENT OF TRANSPORTATION (Physical Address)
Attn.: Property Management Program Manager
7345 Linderson Way SW
Tumwater, WA 98501

TENANT: City of Richland
P.O. Box 190 MS-26
Richland, WA 99352

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF RICHLAND

Signatures: Accepted and Approved by:
WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

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

By: _____
Cynthia Tremblay,
Property Management Program Manager

Dated: _____

Dated: _____

APPROVED AS TO FORM

By: _____
Senior Assistant Attorney General

_____, 20____

CITY OF RICHLAND ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF)

On this _____ day of _____, 2016 before me personally appeared Cynthia D. Reents to me known to be the City Manager of the municipal corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

(Signature)

(Print or type name)

Notary Public in and for the State of Washington
residing at_____

My commission expires _____

WSDOT ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this _____ day of _____, 2016 before me personally appeared Cynthia Tremblay, to me known to be the duly appointed Property Management Program Manager, and that she executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the _____ day of _____, 2016.

(Signature)

(Print or type name)

Notary Public in and for the State of Washington
residing at _____

My commission expires _____

Exhibit A
City of Richland
Trail Lease #TR-05-13623
ICN 5-03-14252
Page 2 of 3

LEGEND

IBITED SHOWN THUS
HIP NUMBERS

NO. 1 FOR TOTAL PARCEL DETAILS

OWNERSHIPS				
PARCEL NO.	NAME	TOTAL AREA	TAKE	LT. REMAINDER RT.
5-1168	USA (ATOMIC ENERGY COM.)	(SEE SHEET NO. 2)		
5-1171	W. J. GARTIN	36.45 AC.	1.10	35.35

ACCESS NOTES:

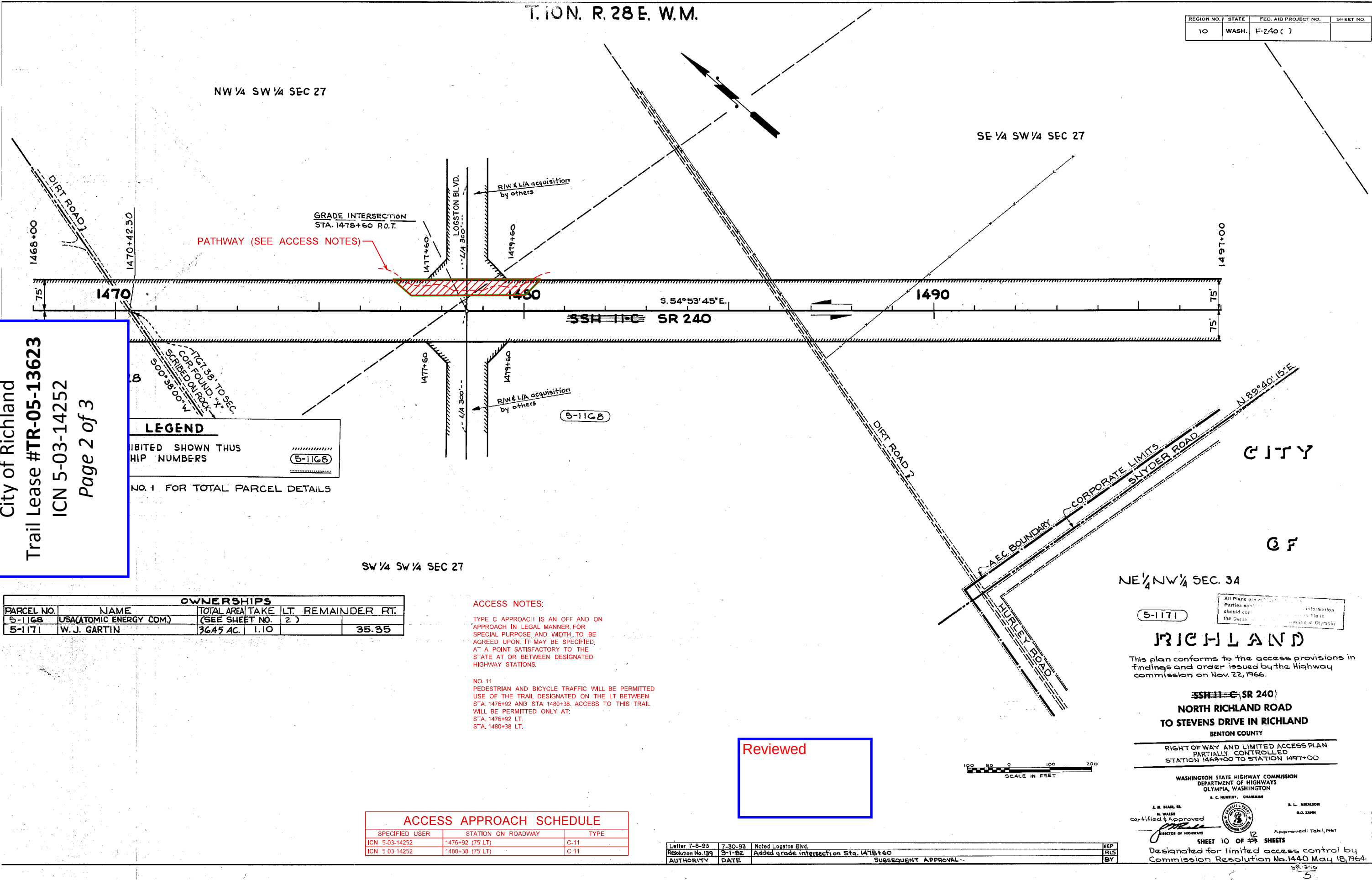
TYPE C APPROACH IS AN OFF AND ON APPROACH IN LEGAL MANNER FOR SPECIAL PURPOSE AND WIDTH TO BE AGREED UPON. IT MAY BE SPECIFIED AT A POINT SATISFACTORY TO THE STATE AT OR BETWEEN DESIGNATED HIGHWAY STATIONS.

NO. 11
PEDESTRIAN AND BICYCLE TRAFFIC WILL BE PERMITTED USE OF THE TRAIL DESIGNATED ON THE LT. BETWEEN STA. 1476+92 AND STA. 1480+38. ACCESS TO THIS TRAIL WILL BE PERMITTED ONLY AT:
STA. 1476+92 LT.
STA. 1480+38 LT.

ACCESS APPROACH SCHEDULE		
SPECIFIED USER	STATION ON ROADWAY	TYPE
ICN 5-03-14252	1476+92 (75' LT.)	C-11
ICN 5-03-14252	1480+38 (75' LT.)	C-11

Letter 7-8-93	7-30-93	Noted Logston Blvd.	HEP
Resolution No. 139	3-1-82	Added grade intersection Sta. 1478+60	RLS
AUTHORITY	DATE	SUBSEQUENT APPROVAL	BY

REGION NO.	STATE	FED. AID PROJECT NO.	SHEET NO.
10	WASH.	F-240 ()	



5-1171

All Plans on file in the Department of Highways, Olympia, Washington.

RICHLAND

This plan conforms to the access provisions in findings and order issued by the Highway commission on Nov. 22, 1966.

SR 240
NORTH RICHLAND ROAD
TO STEVENS DRIVE IN RICHLAND
BENTON COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN
PARTIALLY CONTROLLED
STATION 1468+00 TO STATION 1497+00

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

E. C. HUNTLEY, CHAIRMAN

A. M. HARRIS, JR.

H. WALSH

certified & approved

DIRECTOR OF HIGHWAYS

E. L. NIKALSON

G. D. ZAHN

Approved: Feb. 1, 1967

SHEET 10 OF 12 SHEETS

Designated for limited access control by
Commission Resolution No. 1440 May 18, 1964.

5

Exhibit A
City of Richland
Trail Lease #TR-05-13623
ICN 5-03-14252
Page 3 of 3

NOTE: SEE SHEET NO. 1 FOR TOTAL PARCEL DETAILS

LEGEND	
ACCESS TO BE PROHIBITED SHOWN THUS	//////////
PROPERTY OWNERSHIP NUMBERS	(5-1168)
PROPERTY LINES	-----

OWNERSHIPS				
PARCEL NO.	NAME	TOTAL AREA	TAKE	LT. REMAINDER RT. EASEMENT
5-1171	W.J. GARTIN	32.21 AC.	5.32 AC.	10.88 AC.
5-1172	F.C. AND A.E. HAWORTH	4.44 AC.	1.21 AC.	1.04 AC.
5-1173	J.H. RECTOR	0.55 AC.	0.17 AC.	0.38 AC.
5-1174	CITY OF RICHLAND	23.27 AC.	0.59 AC.	0.01 AC.
5-1175-A	J.R. BUDERUS & M.A. HOUSTON	6.07 AC.	4.03 AC.	0.38 AC.
5-1177	G.G. MOEN	3.37 AC.	0.02 AC.	3.35 AC.
5-1168	U.S.A. (ATOMIC ENERGY COM.)			
5-1175-B	M.A. HOUSTON			

CURVE DATA				
PI. STATION	Δ	R	T	SUPER
1523+52.98	26°56'30" RT.	1100'	263.49'	517.24' 0.10'/FT.
D16+33.85	34°30'00" RT.	320'	99.36'	192.68' 0.07'/FT.
D22+92.88	54°35'00" RT.	320'	165.11'	304.85' 0.07'/FT.

* FOR TRANSFER
NOTE:
NO TRAFFIC MOVEMENT WILL BE
PERMITTED BETWEEN THE A.E.C.
RAILWAY R/W AND TRAVELED HIGHWAY LANES.

OWNERSHIPS				
PARCEL NO.	NAME	TOTAL AREA	TAKE	LT. REMAINDER RT. EASEMENT
5-1176	U.S.A. (ATOMIC ENERGY COM.)			

ACCESS APPROACH SCHEDULE		
SPECIFIED USER	STATION ON ROADWAY	TYPE
ICN 5-03-14252	1500+22 (75' LT.)	C-11

Reviewed

Letter 9-18-75	6-8-75	Noted property conveyed to City of Richland by deed dated 7-9-76	DT
Letter 5-21-75	6-8-75	Added turnback lines D-Line, E-Line, Saint Street, noted areas for relinquishment	WLM
AUTHORITY	DATE	SUBSEQUENT APPROVAL	BY

T.ION., R.28E.W.M.

CITY

GF

RICHLAND

SW 1/4 NE 1/4 Sec 34

SE 1/4 NE 1/4 Sec 34

BLOCK 918

SSHHHC SR 240
NORTH RICHLAND ROAD
TO STEVENS DRIVE IN RICHLAND
BENTON COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN
PARTIALLY CONTROLLED
STATION 1497+00 TO STATION 1526+00

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON
E.C. HUNTLEY, CHAIRMAN

J.M. BLAIR, SE
N. WASH
Certified & Approved
Director of Highway



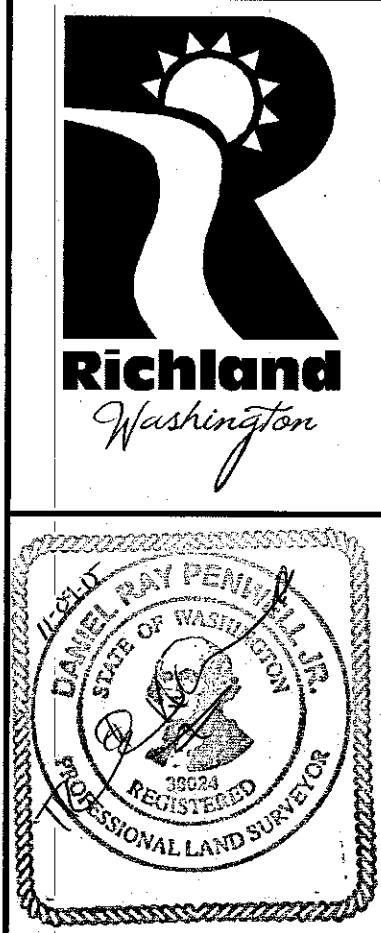
E.L. HICKSON
D.D. ZAHN

SHEET 11 OF 19 SHEETS

Designated for limited access control by
Commission Resolution No. 1440 May 18, 1964

5

RIGHT OF WAY PLANS FOR:
VANTAGE HIGHWAY PATHWAY



CITY OF RICHLAND
PUBLIC WORKS DEPARTMENT
CIVIL & UTILITY ENGINEERING DIV.

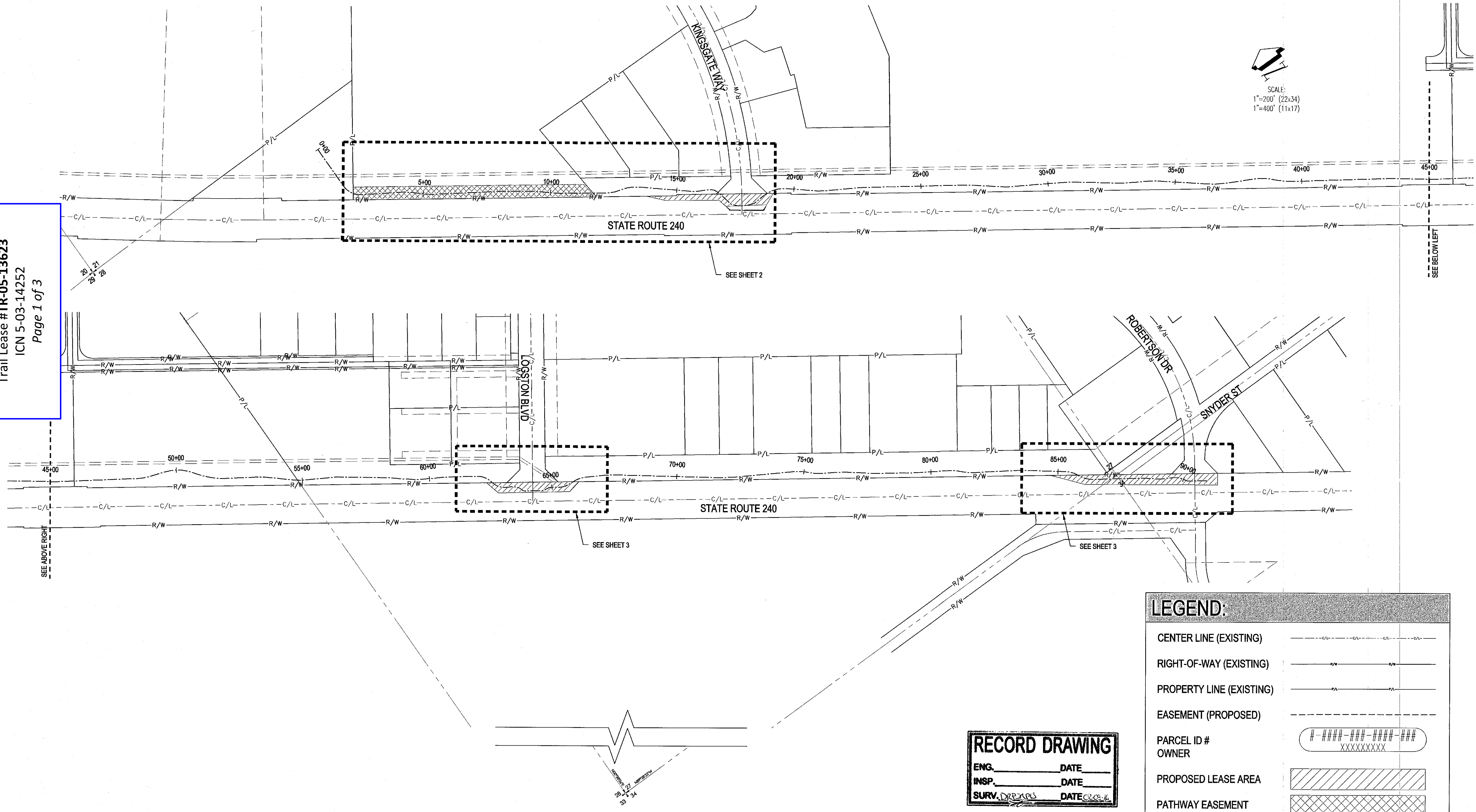
NO.	REVISION	DESCRIPTION	BY	DATE

Vantage Highway Pathway
City of Richland

Right Of Way Plan

CAD DWG: vantage pathway_right of way
PROJ. NO. 11-2-2015
DATE: 11-2-2015
DRAWN BY: LD
DESIGN BY: DTP
CHECKED BY: DTP
HOR SCALE: As Shown
VER SCALE: N/A
SHEET 1 OF 3

Exhibit B
City of Richland
Trail Lease #TR-05-13623
ICN 5-03-14252
Page 1 of 3



SCALE:
1"=200' (22x34)
1"=400' (11x17)

LEGEND:

CENTER LINE (EXISTING)	---
RIGHT-OF-WAY (EXISTING)	---
PROPERTY LINE (EXISTING)	---
EASEMENT (PROPOSED)	---
PARCEL ID # OWNER	#####
PROPOSED LEASE AREA	
PATHWAY EASEMENT	

RECORD DRAWING
ENG. _____ DATE _____
INSP. _____ DATE _____
SURV. DRAWDG. DATE 02/06/16

LEGEND:

CENTER LINE (EXISTING)

RIGHT-OF-WAY (EXISTING)

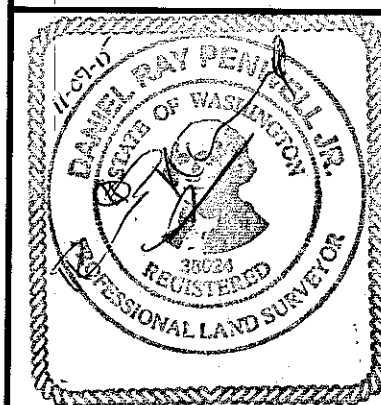
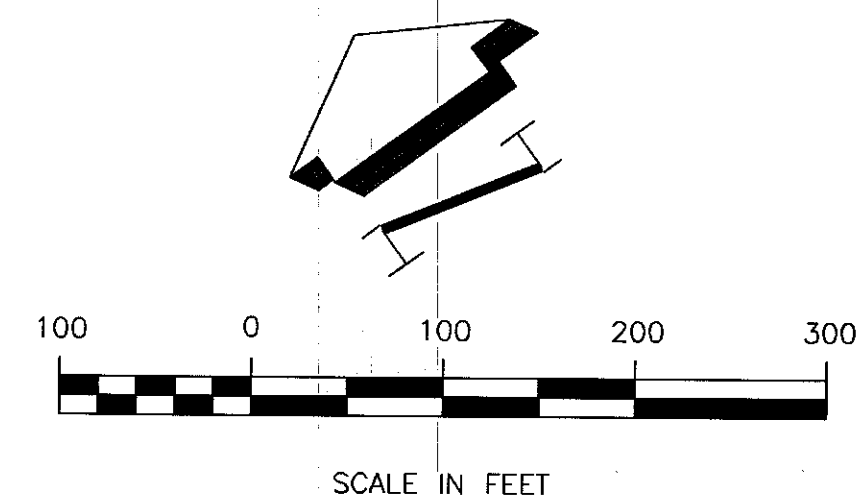
PROPERTY LINE (EXISTING)

EASEMENT (PROPOSED)

PARCEL ID # OWNER

PROPOSED LEASE AREA

PATHWAY EASEMENT



CITY OF RICHLAND
PUBLIC WORKS DEPARTMENT
CIVIL & UTILITY ENGINEERING DIV.

NO.	DESCRIPTION	BY	DATE

Vantage Highway Pathway
City of Richland

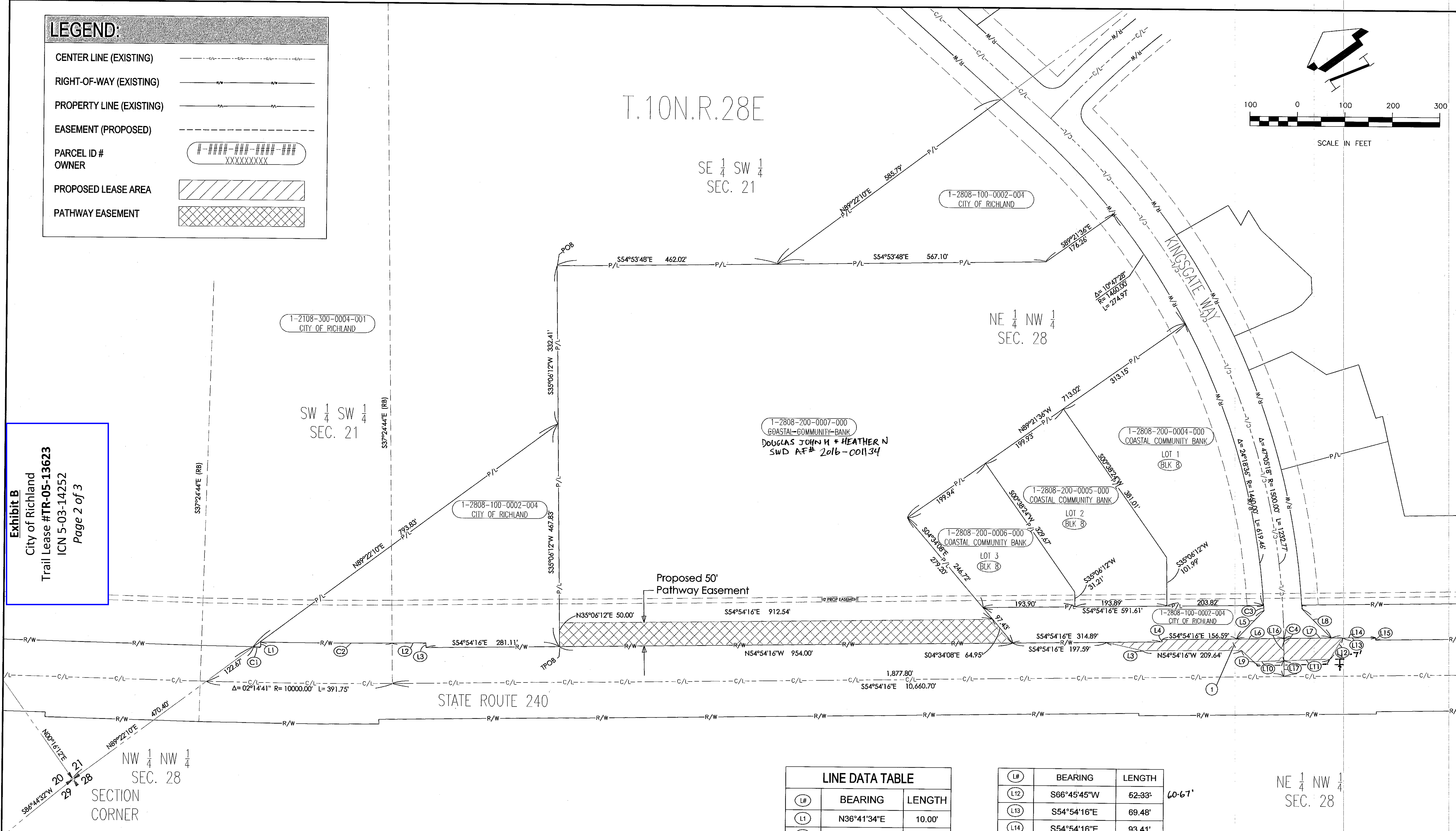
Right of Way Plan

CAD DWG: vantage_highway_pathway_right_of_way
PROJ. NO. 11-2-2015
DATE: 11-2-2015
DRAWN BY: LD
DESIGN BY: LD
CHECKED BY: DHP/2015 11-15-15
HOR. SCALE: As Shown
VER. SCALE: N/A
SHEET

2

3

Exhibit B
City of Richland
Trail Lease #TR-05-13623
ICN 5-03-14252
Page 2 of 3



DOUGLAS JOHN H. HEATHER N

1-2808-200-0007-000	COASTAL COMMUNITY BANK	818,594.70	-	-	-	-	46,863.40	-
①	WSDOT	N/A	-	-	-	-	-	14,387.00-15,771.3
PARCEL NO.	NAME	TOTAL AREA	R/W	LT	REMAINDER	RT	EASEMENT	LEASE
OWNERSHIP								

ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.

LINE DATA TABLE		
LINE	BEARING	LENGTH
L#		
L1	N36°41'34"E	10.00'
L2	S54°54'16"E	71.21'
L3	S35°05'44"W	10.00'
L4	N35°05'44"E	5.00'
L5	N80°05'44"E	82.74'
L6	S54°54'16"E	99.98'
L7	S54°54'16"E	100.02'
L8	S09°54'16"E	87.04'
L9	N11°09'55"W	34.47'
L10	N56°11'42"W	64.24'
L11	N56°11'42"W	96.48'

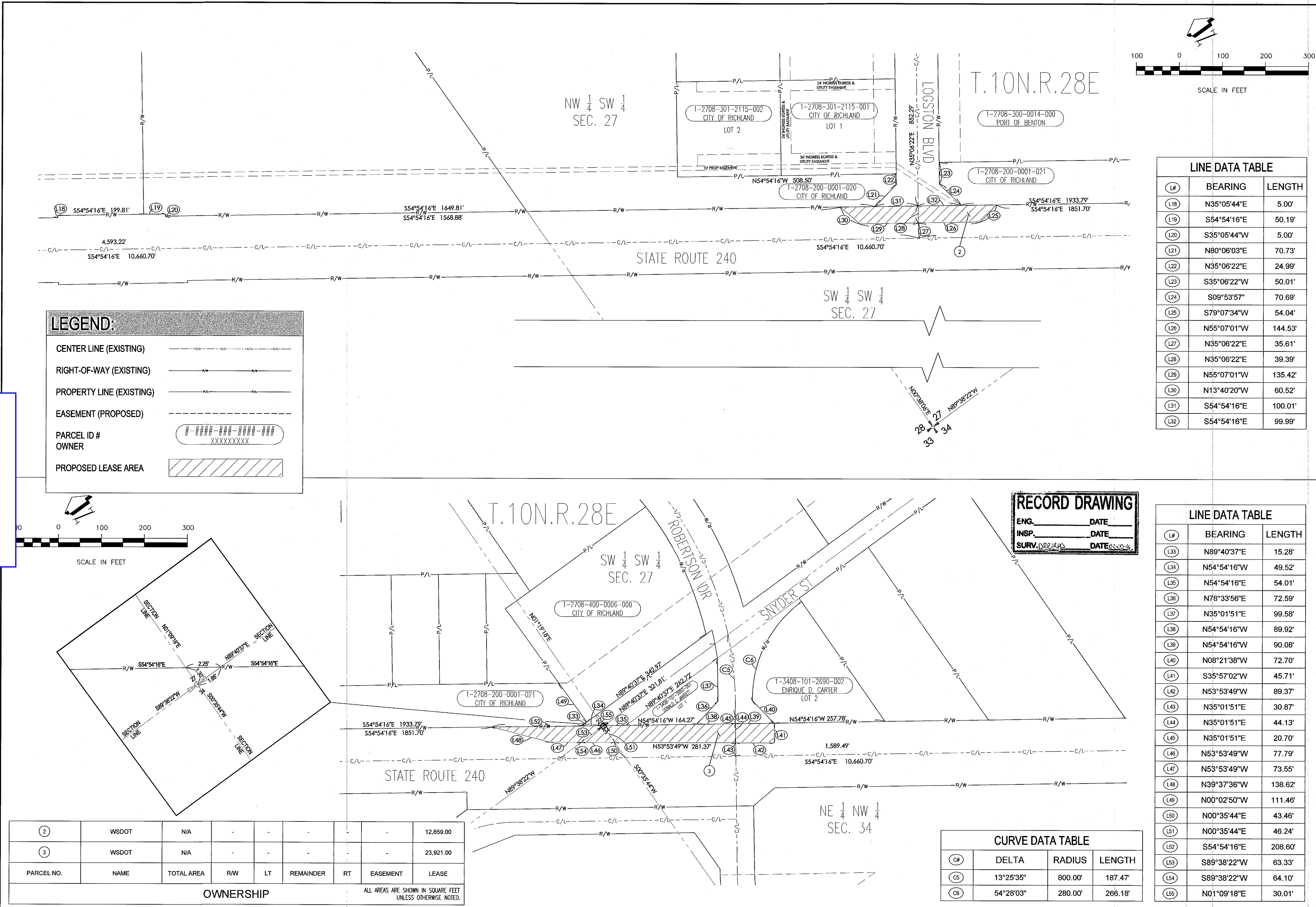
LINE	BEARING	LENGTH
L#		
L12	S66°45'45"W	52.33'
L13	S54°54'16"E	69.48'
L14	S54°54'16"E	93.41'
L15	S35°05'44"W	5.00'
L16	S35°05'44"W	39.25'
L17	S35°05'44"W	32.29'

RECORD DRAWING
ENG. _____ DATE _____
INSPECTION _____ DATE _____
SURV. DRAWING _____ DATE _____

CURVE DATA TABLE			
CH	DELTA	RADIUS	LENGTH
C#			
C1	00°05'21"	9925'	15.43'
C2	01°35'51"	9915'	276.40'
C3	00°27'06"	1460'	11.51'
C4	00°17'07"	1500'	7.46'

G2-023

Exhibit B
City of Richland
Trail Lease #TR-05-13623
ICN 5-03-14252
Page 3 of 3



CITY OF RICHLAND
PUBLIC WORKS DEPARTMENT
CIVIL & UTILITY ENGINEERING DIV.

NO.	REVISION	DESCRIPTION	BY	DATE

Vantage Highway Pathway
City of Richland

Right Of Way Plan

CAD DWG:
PROJ. NO.
DATE: 11-2-2015
DRAWN BY:
DESIGN BY:
CHECKED BY: DWP/03-11-4-15
HOR. SCALE: As Shown
VER. SCALE: N/A

SHEET 3 OF 3



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/21/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 122-16, Authorizing Execution of an Interlocal Cooperative Agreement with the Port of Benton for the Development of a Master Plan and Capital Facilities Plan for the 1,341-Acre Property North of Horn Rapids Road

Department:

Community & Development Services

Ordinance/Resolution Number:

122-16

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 122-16, authorizing the City Manager to sign and execute an Interlocal Cooperative Agreement with the Port of Benton for the development of a Master Plan, Capital Facilities Plan and Rail Master Plan for the 1,341-acre property north of Horn Rapids Road.

Summary:

The City of Richland is working with the Port of Benton to coordinate the planning and development of the 1,341 acres of property north of Horn Rapids Road.

In October 2015, the City and the Port entered into an Interlocal Cooperative Agreement (Contract No. 211-15) to identify, evaluate and develop collaborative efforts in the subdivision, master planning, marketing and economic development activities for the 1,341 acre site.

The City and the Port have negotiated a recommended agreement regarding the development of the site, including the shared cost in the administration and scope of work for the development of a Master Plan, Capital Facilities Plan and a Rail Master Plan.

JUB Engineers, Inc. has been hired to develop the Master Plan and Capital Facilities Plan that will be incorporated into the Urban Growth Area Expansion application to Benton County.

Fiscal Impact:

By entering into this Interlocal Cooperative Agreement, the City commits to providing \$49,820.50 for the cost to develop a Master Plan and a Capital Facilities Plan for the 1,341-acre site north of Horn Rapids Road. Passage of Ordinance 30-16, also on tonight's agenda, will provide appropriations in the Industrial Development fund for this agreement.

Attachments:

1. Resolution No. 122-16
2. Interlocal Cooperative Agreement Between the Port of Benton and the City of Richland
3. Contract No. 211-15 - Port of Benton
4. Land Transfer Map - 1,341 Acres

RESOLUTION NO. 122-16

A RESOLUTION of the City of Richland authorizing the execution of an Interlocal Cooperative Agreement with the Port of Benton for the development of a Master Plan for the 1,341 Acres north of Horn Rapids Road.

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantages and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the City of Richland and the Port of Benton (the Parties) have requested proposals for a Master Plan for the 1,341 acres located north of Horn Rapids Road; and

WHEREAS, the Parties have determined that creating a single Master Plan, jointly, is in the best interests of the Parties and the public; and

WHEREAS, in October 2015, the City of Richland and the Port of Benton entered into an Interlocal Cooperative Agreement (Contract No. 211-15) providing for the sharing of costs in the coordinated and cooperative development of a Master Plan for the 1,341-acre property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland authorizes the City Manager to sign and execute an Interlocal Cooperative Agreement with the Port of Benton for the development of a Master Plan for the 1,341 acres north of Horn Rapids Road.

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 21st day of June 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
THE PORT OF BENTON AND THE CITY OF RICHLAND
FOR
THE MASTER PLAN FOR THE 1,341 ACRES LOCATED NORTH OF HORN RAPIDS ROAD

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this ____ day of _____, 2016, between the Port of Benton, a municipal corporation of the State of Washington, hereafter referred to as "Port," and the City of Richland, Washington, a municipal corporation of the State of Washington, hereafter referred to as "City" or referred to collectively as the "Jurisdictions."

I. RECITALS

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantages and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided that such contract shall be authorized by the governing body of each Party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the Jurisdictions have requested proposals for a Master Plan for the 1,341 acres located north of Horn Rapids Road; and

WHEREAS, the Jurisdictions have determined that creating one (1) Master Plan jointly is in the best interest of the Jurisdictions and the public; and

WHEREAS, the Jurisdictions, by their respective governing bodies, have determined this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions.

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

II. AGREEMENT

Section 1. Purpose and Scope of Work: The purpose of this Agreement is to formalize a commitment to complete a Master Plan for the 1,341 acres located north of Horn Rapids Road, as shown on attachment Exhibit A.

Section 2. Administration: This Agreement shall be administered by the Port of Benton Executive Director or his designee. Such person shall be responsible for:

- a) Establishing policies for implementing this Agreement;
- b) Providing periodic progress reports to the elected officials of each Jurisdiction;
- c) Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.

Section 3. Funding: The City of Richland hereby commits to provide funding as set forth below:

- a) Contract work (including 10% contingency): \$48,820.50
- b) Contract administration/inspection: \$ 1,000.00

The Port of Benton hereby commits to provide funding as set forth below:

- a) Contract work (including a 10% contingency): \$48,820.50
- b) Contract administration

This funding shall be used for the Master Plan for the 1,341 acres located north of Horn Rapids Road per the proposal on attached Exhibit A.

Section 4. Development and Bid Award Requirements: Each Jurisdiction hereby commits to the provision as set forth below:

- a) The Port of Benton will issue a Request for Qualifications for candidates to prepare a Master Plan for the Property.
- b) The City will cooperate with the Port to review the qualifications of parties submitting a response to the Request for Qualifications.
- c) The Port will request a bid proposal from the selected contractor.
- d) The City will review the proposal and project cost estimate and notify the Port in writing if the bid is acceptable for award.
- e) The Port will award the contract for the Master Plan.

Section 5. Cooperation with Contractor: Each Jurisdiction hereby commits to:

- a) Consult with the Contractor and provide input and documentation to the Contractor to assist with the development of the Master Plan, to the extent the information or documents are not privileged.
- b) Review drafts of the Master Plan and provide input and responses as requested by the Contractor.
- c) Respond to inquiries in a prompt manner to avoid delays in the preparation of the Master Plan.

Section 6. Modification: This Agreement may be modified only by written consent of each Jurisdiction.

Section 7. Term of Agreement and Termination:

- a) The term of this Agreement shall become effective on full execution hereof.
- b) This Agreement shall expire on the date of completion of the Project.
- c) In the event the either party elects to terminate this agreement prior to the expiration of the contract term, the terminating party shall provide written notice of the intent to terminate and the termination date which shall be at least ten days after the date the notice is delivered to the other party. The terminating party shall be responsible for its share of the costs incurred with the Contractor up to the termination date.

Section 8. Inspection of Records: The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any Jurisdiction during the term of this Agreement and for three (3) years after its termination.

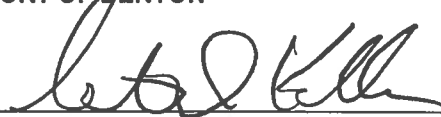
Section 9. No Separate Legal Entity: It is not the intention that a separate legal entity be established to conduct the cooperative undertaking, nor shall any acquiring, holding or disposing of real or personal property occur under this Agreement.

Section 10. 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 affect 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 11. Venue, Applicable Law and Personal Jurisdiction: All questions related to this Agreement shall be resolved under the laws of the State of Washington. In the event that either party deems it necessary to institute legal action arising from this Agreement, such action shall be instituted in Benton Superior Court. The parties each consent to the personal jurisdiction of such court.

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

PORT OF BENTON



SCOTT D. KELLER, PPM

Executive Director

Date: June 8, 2016

CITY OF RICHLAND, WASHINGTON

CYNTHIA D. REENTS

City Manager

Date: _____

ATTEST:



KELLY THOMPSON
Administrative Assistant

ATTEST:

Name: _____

Title: _____

APPROVED AS TO FORM:



THOMAS A. COWAN

Attorney for the Port of Benton

APPROVED AS TO FORM:

HEATHER KINTZLEY

City Attorney

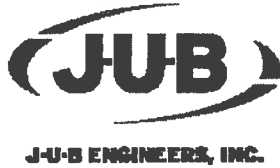


EXHIBIT A
SCOPE OF WORK
1,341 AC MASTER PLAN

PORT OF BENTON/CITY OF RICHLAND

I. INTRODUCTION

The following Scope of Work is intended to provide the Port of Benton (PORT) and the City of Richland (CITY) with a Master Plan for the 1,341 acres located north of Horn Rapids Road. A small portion of the Master Plan Area is located in the current City of Richland Urban Growth Area (UGA) and large portion is located outside of the current UGA. In order to provide utility services to the Master Plan area a UGA Expansion Application will be applied for through Benton County (County). In order to apply for a UGA Expansion Application a Capital Facilities Plan (CFP) will need to be prepared.

The CFP will focus on the infrastructure needs to be extended and/or improved up to the proposed UGA boundary expansion area. The documents needing to be prepared for the UGA Expansion Application consists of a CFP and a SEPA checklist. The CFP will identify 6-year and 20-year off-site needs. The CFP will not identify infrastructure needs internal to the UGA expansion area as this will be covered in the Master Plan. Application for the UGA Expansion will be made through Benton County. Application to Benton County shall be made no later than December 2016. It is understood that the CFP will only provide the necessary information to Benton County that addresses the ability of the City to provide necessary public facilities to serve the proposed UGA expansion area.

The Master Plan will be developed concurrently with the CFP and will show overall infrastructure improvements of the 1,341 acres. Several components of the CFP will be used as a part of the Master Plan.

The Consultant will have the primary responsibility for preparing the necessary base maps and written documentation explaining the Master Plan and CFP. The Consultant will also attend designated meetings and hearings upon request related to the preparation and adoption of the Master Plan and CFP. Traffic and Utility studies are further described in Exhibits B and C.

The following Scope of Work is divided into four sections:

- Section II.A. provides for the basic assumptions on which this proposal is based.
- Section II.B. provides for the preparation of the CFP.
- Section II.C. includes the preparation of the Master Plan.
- Section II.D. provides for workshops, council and commissions meetings for the CFP and Master Plan documents.

II. SCOPE OF WORK

A. ASSUMPTIONS

This Scope of Work contains assumptions concerning data sources, format and scope. These include:

1. PORT and CITY will provide preferred land use plan and table of intended users.
2. PORT and/or CITY will provide an economic analysis for CERB funding requirements.
3. PORT and/or CITY will schedule and run workshops. J-U-B will provide exhibits and documents for workshops and will be in attendance to provide assistance as needed.
4. Detailed on-site investigations regarding soil analysis, topography, etc. are not anticipated.
5. Operations and maintenance costs analysis for utilities are not included.
6. Engineering design of utility or any roadway improvements are not included.
7. Development of design guidelines or Covenants, Conditions and Restrictions (CC&R's) for the site are not anticipated. J-U-B can provide upon request.
8. Lighting and landscape plans are not included.
9. Platting is not included.
10. Boundary, Topographical or ALTA survey is not included.
11. Intersection plans or signal warrant analysis are not anticipated.
12. Geotechnical Investigation is not included.
13. All fees, permits and recording fees will be paid by others.
14. Phase 1 Environmental is not included.
15. Marketing boards and brochures are not included.
16. Landscaping and entry monument concept are not included.
17. The PORT and CITY will provide justification for the UGA expansion to the County.
18. The PORT and CITY will provide the following documents which will be utilized for this analysis:
 - a. City of Richland 6-year TIP
 - b. Proposed land use plan/master plan of the UGA Expansion Area
 - c. The City of Richland CFP;
 - d. The Benton County CFP;
 - e. GIS and aerial data available;
 - f. Utility and water and irrigation data from providers;
 - g. The City of Richland Water System Plan;
 - h. The Richland Wastewater Treatment Facility Plan;
 - i. Summary of PORT and CITY Funding Sources.

B. CAPITAL FACILITIES PLAN (CFP)

1. In consultation with PORT, CITY and County planning staffs, J-U-B shall prepare a draft CFP up to the proposed UGA boundary expansion area.
2. Incorporate "Levels of Service" for the public capital improvement for the UGA area including capital improvements that will require concurrency for development to occur.
3. Incorporate funding sources from the CITY's current CFP that will be available to the City for the development of capital improvements.
4. Project the transportation improvements required to meet the future levels of service. This work does not include engineering design of roadways and intersections, traffic signal warrant analysis or analysis of multiple roadway or demographic scenarios. Traffic Analysis shall be conducted as shown on Exhibit B.
5. Project the utility improvements required to meet support the 1,341 acres. All utility improvements will be based upon Exhibit C.
6. Assist the City in balancing the growth requirements of the Plan with the established levels of service and the available revenue to meet this need. Make necessary revisions to assure that there is sufficient revenue to meet projected growth under the Draft Plan.
7. Attend up to four (4) meetings with PORT, CITY and County staff. J-U-B will provide copies of draft documents for meetings.
8. Make revisions to the Draft Concept Plan as required.
9. J-U-B will prepare a draft Non-Project SEPA Checklist which generally addresses the potential environmental impacts which may result from the adoption of the CFP.
10. The CFP will be finalized based upon PORT, CITY and County comments.
11. Provide one (1) digital copy for printing by others.

C. MASTER PLAN

1. Prepare base maps for the 1,341 acre Master Plan area.
2. Review any significant physical impediments to development on the 1,341-acre site and calculate the maximum build-out under current City of Richland zoning, including: total industrial square footage; and land coverage. This would be based on broad assumptions and would likely be a range of values.
3. Prepare roadway access and utility concepts for the 1,341 acres. Refer to Exhibits B and C for transportation and utility improvements.
4. Based on the 1,341 acre roadway, railway and utility concept, develop up to three (3) alternative roadway/railway concepts. This would include a graphic representation of how these alternatives would interface with the 1,341 acre site in relation to the access and utility placement.
5. Prepare up to three (3) alternative site layout plans for the 1,341 acre site, including conceptual lot configurations. The intent would be to identify concepts that allow

maximum site flexibility, including utility stubs and easements, flexible lot line layouts, roadway cross-sections, etc.

6. Provide one (1) digital copy for printing by others.

D. WORKSHOPS/CITY/PORT PLANNING COMMISSION/CITY COUNCIL

1. J-U-B will attend workshops, council or commission meetings upon the request of the CLIENT. J-U-B will have a minimum of 1-person in attendance at each meeting. Up to 6 meetings are anticipated (in addition to the meetings noted in B.7 above). Meetings are intended for the review, comment and approval of the CFP and Master Plan. The PORT and the CITY will schedule and run the meetings. J-U-B will be in attendance to provide technical support and findings. It is assumed that the CLIENT will provide exhibits, boards and copies of documents for the various workshops, council and commission meetings.

III. SCHEDULE

Work by the Consultant shall commence immediately upon review and concurrence of this Agreement by the PORT and shall be completed based on the following:

Completion of the Draft CFP documents by September 30, 2016.

Submit UGA Expansion Area Application to CITY for submittal to Benton County by December 2, 2016.

Completion of the Draft Master Plan documents by December 30, 2016.

Completion of the Final CFP documents in early 2017. This is based on receiving CFP comments for the UGA Expansion Area Application from Benton County in early 2017.

Completion of the Final Master Plan documents in early 2017. This is based on receiving CFP comments for the UGA Expansion Area Application from Benton County in early 2017.

Because the scheduling of the above tasks are subject to PORT, CITY and County reviews and approval requirements, this schedule can only be advisory. The Consultant shall keep the PORT and the CITY informed regarding any conditions or factors that may extend or reduce this schedule.

IV. EXTRA WORK

CLIENT may desire to have 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, and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by CLIENT.

V. BASIS OF FEE

1. **Fee Schedule** – PORT shall reimburse CONSULTANT for services performed according to Exhibit D - Fee Schedule.
2. **Management Reserve Funds** - This contract assumes that the PORT has established a Management Reserve Fund to provide the authorized project representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined

in this Agreement. Such authorization(s) shall be in writing and shall not exceed 10% of the amounts shown above. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with the Extra Work section of this Task Plan.

3. **Maximum Total Amount Payable** - The Maximum Total Amount Payable, by the PORT to the CONSULTANT under this agreement, shall not exceed the amount shown in Exhibit D.

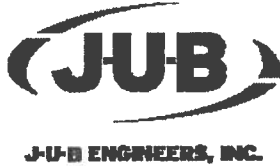


EXHIBIT B
SCOPE OF WORK
1,341 ACRE MASTER PLAN AND CAPITAL FACILITIES PLAN

2016 Traffic Study

It is our understanding that the Port of Benton (PORT) and the City of Richland (CITY) desire to identify necessary transportation improvements to be included in the Urban Growth Area (UGA) expansion and the 1,341 acre Master Plan area. In order to provide adequate public facilities and obtain applicable permits, the PORT and the CITY are required to evaluate the impacts of the additional development on existing and future infrastructure. Several technical studies will be prepared to document impacts and necessary improvements in the area. The following Scope of Work outlines the anticipated tasks required for a Traffic Impact Analysis. Services to be performed include the following tasks:

- 1) Coordinate kickoff meeting to discuss project with the PORT, CITY, Benton County, and other utilities with the client and project team to determine study needs, appropriate on-site and off-site issues for evaluation.
- 2) Collect existing intersection geometry and PM peak period traffic volumes at the following intersections:
 - SR-240/Kingsgate Way
 - Kingsgate Way/Horn Rapids Road
 - Stevens Drive/Horn Rapids Road
- 3) Utilize the traffic data and volumes from the Central Washington Terminal TIA that was performed in 2014
- 4) Evaluate for Capacity analysis the 3 intersections identified above as well as 2 other intersections on Horn Rapids and one other on Stevens that would provide access to the site for 6-year and 20-year traffic projections.
- 5) Evaluate study intersections listed above for existing delay and peak hour Level of Service.
- 6) Document existing public transit service and pedestrian and bicycle routes serving the area.
- 7) Review City of Richland Comprehensive Plan, Transportation Improvement Program, Benton Franklin Council of Governments Regional Transportation Plan, and other applicable documents.
- 8) Prepare future "Build" scenario capacity analysis at seven (7) study intersections and access driveways to the site for year 2022.
- 9) Determine acceptable and appropriate mitigation to provide acceptable Levels of Service at study intersections.
- 10) Prepare an Engineers Opinion of Probable Cost for anticipated roadway infrastructure improvements within the study area and at key entrances to the study area as identified through the traffic modeling efforts and study intersection analysis. CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s) methods of determining process, or over competitive bidding or market conditions. Therefore, the estimates will be made on the basis

of CONSULTANT's experience and qualifications and will represent CONSULTANT's best judgment as an experienced and qualified engineer, familiar with the construction industry. However, CONSULTANT cannot and does not guarantee that proposals, bids, or actual total construction costs will not vary from the opinions of probable cost prepared by CONSULTANT. The opinions of probable cost will require adjustment for inflation for the actual year implemented.

- 11) Include analysis in the Draft CFP report summarizing the Study's conclusions and recommendations, submit to CITY and PORT for comment. Incorporate CITY and PORT comments and finalize CFP.

Items not included as part of this effort:

- Field collection of all day traffic volumes.
- Engineering design of roadways and intersections.
- Traffic signal warrant analysis
- Analysis of multiple roadway or demographic scenarios.
- Responses to comments on the Draft SEPA.

Items to be provided by others:

- Applicable CITY/PORT documents, such as Comprehensive Plan, Transportation Plan, etc. for review.
- Summary of approved/pending developments not constructed.

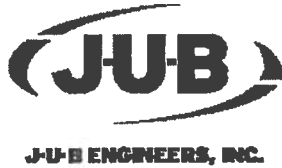


EXHIBIT C
SCOPE OF WORK
1,341 ACRE MASTER PLAN AND CAPITAL FACILITIES PLAN

2016 Utility Study

It is our understanding that the Port of Benton (PORT) and the City of Richland (CITY) desire to identify necessary utility infrastructure and costs to meet Level of Service standards to be included in the Urban Growth Area (UGA) expansion and the 1,341 acre Master Plan area. The following Scope of Work outlines the anticipated tasks required for the utilities including water, sewer, stormwater, electrical, telecommunications, and natural gas. Services to be performed include the tasks outlined below. The Utility Plan will cover the work described in Exhibit A, Scope of Work, 1,341 acre Master Plan.

- 1) Coordinate kickoff meeting to discuss project with the PORT and the CITY, Benton County, and other utilities with the client and project team to determine study needs, appropriate on-site and off-site issues for evaluation.
- 2) Obtain available utility information including the following:
 - Contact and coordinate with electrical, telecommunications, and natural gas utility providers.
- 3) Determine reconnaissance level utility services for the following utilities:
 - **Water** - CONSULTANT will summarize existing facilities and review impacts to offsite water system facilities owned by the CITY based upon build-out of the 1,341 acre Master Plan area. The CITY's most current water system plan will be revised. A conceptual layout and master plan for the water distribution system within the 1,341 acre Master Plan development will also be included. Operation and maintenance costs will not be addressed. Phasing plans will not be addressed.

An Engineer's Opinion of Probable Cost will be prepared for the construction of the water infrastructure. CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s) methods of determining process, or over competitive bidding or market conditions. Therefore, the estimates will be made on the basis of CONSULTANT's experience and qualifications and will represent CONSULTANT's best judgment as an experienced and qualified engineer, familiar with the construction industry. However, CONSULTANT cannot and does not guarantee that proposals, bids, or actual total construction costs will not vary from the opinions of probable cost prepared by CONSULTANT. The opinions of probable cost will require adjustment for inflation for the actual year implemented.

- **Sewer** - CONSULTANT will summarize existing facilities and review impacts to offsite sanitary sewer collection system facilities owned by the CITY based upon build-out of the 1,341 acres Master Plan area. The scenario that will be addressed assumes that 1,341 acre Master Plan flows will be routed south to existing downstream services that have been identified in the most current CITY sanitary sewer collection system master plan. A layout and master plan for the sanitary sewer collection system within the 1,341 acre development area will also be included. It is assumed that no hydraulic computer model will be developed. Operation and maintenance costs will not be addressed. Specific process improvements inside the wastewater treatment plant will not be included.

An Engineer's Opinion of Probable Cost will be prepared for the construction of the sanitary sewer infrastructure. CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s) methods of determining process, or over competitive bidding or market conditions. Therefore, the estimates will be made on the basis of CONSULTANT's experience and qualifications and will represent CONSULTANT's best judgment as an experienced and qualified engineer, familiar with the construction industry. However, CONSULTANT cannot and does not guarantee that proposals, bids, or actual total construction costs will not vary from the opinions of probable cost prepared by CONSULTANT. The opinions of probable cost will require adjustment for inflation for the actual year implemented.

- **Irrigation** – No analysis required.
- **Stormwater** – Public roadway stormwater will be analyzed for collection and disposal in accordance with the CITY design requirements. A layout and master plan for the stormwater collection system for the proposed public roadway network will be shown. Stormwater analysis for the on-site development will not be analyzed. It is assumed that all stormwater is retained on-site and future infrastructure costs will be borne by the developer.

An Engineer's Opinion of Probable Cost will be prepared for the construction of the stormwater infrastructure. CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s) methods of determining process, or over competitive bidding or market conditions. Therefore, the estimates will be made on the basis of CONSULTANT's experience and qualifications and will represent CONSULTANT's best judgment as an experienced and qualified engineer, familiar with the construction industry. However, CONSULTANT cannot and does not guarantee that proposals, bids, or actual total construction costs will not vary from the opinions of probable cost prepared by CONSULTANT. The opinions of probable cost will require adjustment for inflation for the actual year implemented.

- **Electrical** - CONSULTANT will coordinate with the appropriate electrical utility provider to identify the main infrastructure requirements and cost to serve the 1,341 acre Master Plan area.

An Engineer's Opinion of Probable Cost will be prepared for the construction of the electrical infrastructure. CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s) methods of determining process, or over competitive bidding or market conditions. Therefore, the estimates will be made on the basis of CONSULTANT's experience and qualifications and will represent CONSULTANT's best judgment as an experienced and qualified engineer, familiar with the construction industry. However, CONSULTANT cannot and does not guarantee that proposals, bids, or actual total construction costs will not vary from the opinions of probable cost prepared by CONSULTANT. The opinions of probable cost will require adjustment for inflation for the actual year implemented.

- **Telecommunications** - CONSULTANT will coordinate with the appropriate telecommunications utility providers to identify the main infrastructure requirements and cost to serve the 1,341 acre Master Plan area.

An Engineer's Opinion of Probable Cost will be prepared for the construction of the telecommunication infrastructure. CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s) methods of determining process, or over competitive bidding or market conditions. Therefore, the estimates will be made

on the basis of CONSULTANT's experience and qualifications and will represent CONSULTANT's best judgment as an experienced and qualified engineer, familiar with the construction industry. However, CONSULTANT cannot and does not guarantee that proposals, bids, or actual total construction costs will not vary from the opinions of probable cost prepared by CONSULTANT. The opinions of probable cost will require adjustment for inflation for the actual year implemented.

- **Natural Gas** - CONSULTANT will coordinate with the appropriate natural gas utility provider to identify the main infrastructure requirements and cost to serve the 1,341 acre Master Plan area.

An Engineer's Opinion of Probable Cost will be prepared for the construction of the natural gas infrastructure. CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s) methods of determining process, or over competitive bidding or market conditions. Therefore, the estimates will be made on the basis of CONSULTANT's experience and qualifications and will represent CONSULTANT's best judgment as an experienced and qualified engineer, familiar with the construction industry. However, CONSULTANT cannot and does not guarantee that proposals, bids, or actual total construction costs will not vary from the opinions of probable cost prepared by CONSULTANT. The opinions of probable cost will require adjustment for inflation for the actual year implemented.

- 4) Develop figures for water and sewer utilities to show the existing infrastructure as well as the main infrastructure required to serve the 1,341 acre Master Plan area.
- 5) Prepare a summary of the Study's conclusions and recommendations to support CITY amendments to the Capital Facilities Plans and Comprehensive Plans.

Items not included as part of this effort:

- Engineering design of utility improvements

Items to be provided by others:

- Applicable CITY, PORT, County and utility documents for review

Exhibit D - Fee Schedule

POB MASTER PLAN

Task Name	Related sections	Contract Type	Fee Amount	Contract Dash No.
Capital Facilities Plan	Exhibit A	T&M	\$27,335	-001
*Traffic Study	Exhibit B	T&M	\$19,708	-002
*Utility Study	Exhibit C	T&M	\$20,994	-003
Master Plan	Exhibit A	T&M	\$57,710	-004
Workshop/Council/Commission Mtgs	Exhibit A	T&M	\$8,472	-005

*Req. for CFP

Management Reserve =	10%	\$13,422	-006
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Total Fee =	\$147,641
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**INTERLOCAL COOPERATIVE AGREEMENT
For Department of Energy Land Transfer**

PARTIES:

THE CITY OF RICHLAND, a municipal corporation of the State of Washington, hereafter referred to as "City"

THE PORT OF BENTON, a municipal corporation of the State of Washington, hereafter referred to as "Port"

The Parties may hereafter be jointly referred to as "Parties"

I. RECITALS

WHEREAS, the United States Department of Energy will transfer approximately 1341 acres of real property (the "Property") to the Tri-City Development Council, a designated Community Reuse Organization; and

WHEREAS, the Tri-City Development Council will then transfer a portion of the Property to the City and a portion of the Property to the Port; and

WHEREAS, the Parties want to provide for coordinated economic development activities for their respective portions of the Property; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties do hereby mutually agree as follows:

II. AGREEMENT

- 1. Purpose.** Pursuant to RCW Chapter 39.34, (the Interlocal Cooperation Act hereafter referred to as the "Act"), the Parties have entered into this Agreement to provide for the coordinated and cooperative development and marketing of their respective portions of the Property to cooperatively plan the development and marketing of land. The Act authorizes public entities to jointly exercise those powers which have been granted by statute to each party individually. Nothing contained in this Agreement shall be deemed to allow either Party to exercise any powers which it has not be granted by law.
- 2. Property.** The Property to be transferred to TRIDEC is designated on the Parcel Segregation Map attached hereto as Exhibit A. Each party will accept a conveyance of a portion of the Property from TRIDEC as described on Exhibit A and will hold title to that portion solely in its name. The portion of the Property designated for distribution to the City will be referred to as "City Property" and the portion of the Property designated for distribution to the Port will be referred to as "Port Property"
- 3. Parties' Responsibilities.** The Parties will identify, evaluate, and develop for collaborative efforts, including , but not limited to:

- a. Subdivisions – Upon transfer of the Property to the Parties, each Party will execute any necessary applications, permits and approvals required for the subdivision the Property to establish ownership of each Party's respective Property.
- b. Master Plan – The Parties will coordinate master planning of their respective Properties and will consider sharing costs subject to the approval of each Party's governing body.
- c. Urban Growth Boundary Expansion – The Parties agree to jointly pursue expansion of the Urban Growth Boundary to include all of the Property.
- d. Joint Marketing – The Parties agree to jointly market their properties.
- e. Future Acquisitions – The Parties pursue acquisition of additional land from the Department of Energy in the area of the Property.
- f. Reservation of "Mega Property" Opportunity – The Parties will attempt to market and sell their respective Properties in a manner that preserves a site of 200 – 500 acres to be utilized for a single large user. If the Parties recruit a user for the "Mega Property" the Parties will cooperatively determine the uses for the site and the sales price in accordance with the statutory powers of the Parties.
- g. Grant Applications – The Parties agree to coordinate and mutually support applications for grant funds for development of infrastructure, installation of improvements, development of projects, or marketing of the Property.
- h. Cooperative Purchasing – The Parties, in bidding, quoting, or negotiating for the purchase of goods, services, or real property, related to the Property, agree to extend those privileges to the other Party to the extent permitted by law, by agreement of the Parties or by contract with the vendors.

4. Guiding Principles. Efforts will:

- a. Be administrative in nature and not require formation of any new governance entity;
- b. Optimize functional economic use of the Property;
- c. Ensure future opportunities for pedestrian, non-motorized, and motorized modes of transportation are not precluded by the nature and character of development;
- d. Each Party will be responsible for the development of that Party's Property.

5. Scope of Work and Payment. The Parties recognize that this cooperative agreement will result in both foreseen and unforeseen opportunities. The scope of work and cost for each opportunity will be variable. For each collaborative undertaking pursuant to this Agreement, the Parties will enter into a Memorandum

of Understanding to set forth the undertaking of each Party for the particular collaborative effort. Each of the Parties must approve and authorize the execution of each Memorandum of Understanding before the Memorandum of Understanding will be binding upon the Parties.

- 6. Exchange of Information/Confidentiality.** The Parties may exchange information as needed to facilitate the collaborative efforts. To the extent either Party has access to sensitive and confidential materials, including, but not limited to, attorney-client privileged documents, e-mails, and social security numbers, a Party shall not exchange that information if it would become a public record subject to disclosure. Employees of the Parties shall not disclose this information to any person without the prior written permission of the Party who maintains the information.

- 7. Allocation of Liability/Indemnification.** The Parties agree that:

Each of the Parties to this Agreement shall indemnify and hold the other Party harmless from liability, obligation or claims arising solely from the actions or omissions of the indemnifying Party, to the extent permitted by law. In the event the liability, obligation or claim arises from the joint action or inaction of the Parties, then each Party shall be responsible to the extent that its action or inaction contributed to the liability, obligation or claim.

- 8. Property.** The Parties intend to acquire title to real property in their individual names and do not intend to own the real property jointly. In the event the Parties do acquire any real property in their joint names, the Parties shall agree in writing prior to acquiring joint real property as to the interests of each Party to the property and the manner of disposal. In the event that any other joint property is acquired, upon termination of this Agreement it shall then be distributed to the Parties in proportion to that Party's contribution to purchase such property or according to the terms of the contract entered into for the purchase of such property.

- 9. Exclusivity.** This Agreement is not exclusive. Either Party may contract with others as it deems necessary. In the event either Party contracts with another party for matters covered by this Agreement, the contracting Party shall notify the other Party to this Agreement and shall provide a copy of the contract to the other Party. Either Party may, at its discretion, elect to not pursue certain collaborative efforts or at any time terminate established collaborative efforts upon mutual agreement after negotiating impact of such termination.

- 10. Non-Delegation/Non-assignment.** No Party may delegate the performance of any contractual obligation to a third Party unless mutually agreed in writing. No Party may assign this Agreement without the written consent of the other Party.

- 11. No Third Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein

not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

- 12. Term.** This Agreement shall commence on the date it is signed by the Parties and shall continue in effect until terminated as provided in this Section. Either Party may terminate participation in this Agreement giving written notice to the other Party of the termination date at least 60 days prior to the date of termination. Any agreements regarding title to property shall survive the termination of this Agreement. The Parties will continue to perform their respective duties and obligations which may be contained in any Memorandums of Understanding entered into between the Parties as part of this Agreement and the MOUs may be terminated as provided in the terms of the MOU.
- 13. Compliance with Law.** The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.
- 14. Complete Agreement.** This Agreement contains all the terms and conditions agreed upon. No other understanding, oral or otherwise, regarding this Agreement shall be deemed to exist or bind the Parties. There shall be no modification of this Agreement except in writing and referencing this Agreement.
- 15. Dispute Resolution/Venue.** It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the Parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Benton County. The Parties hereto agree that all questions shall be resolved by application of Washington law and that the Parties to such accordance with the laws of the State of Washington.
- 16. Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.
- 17. Evidence of Authority.** This Agreement shall be executed in originals. Upon execution of this Agreement, each party shall provide the other with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as Exhibit B (City) and Exhibit C (Port)

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: 10-5-15

Approved as to Form:


Heather Kintzley
City Attorney

PORT OF BENTON

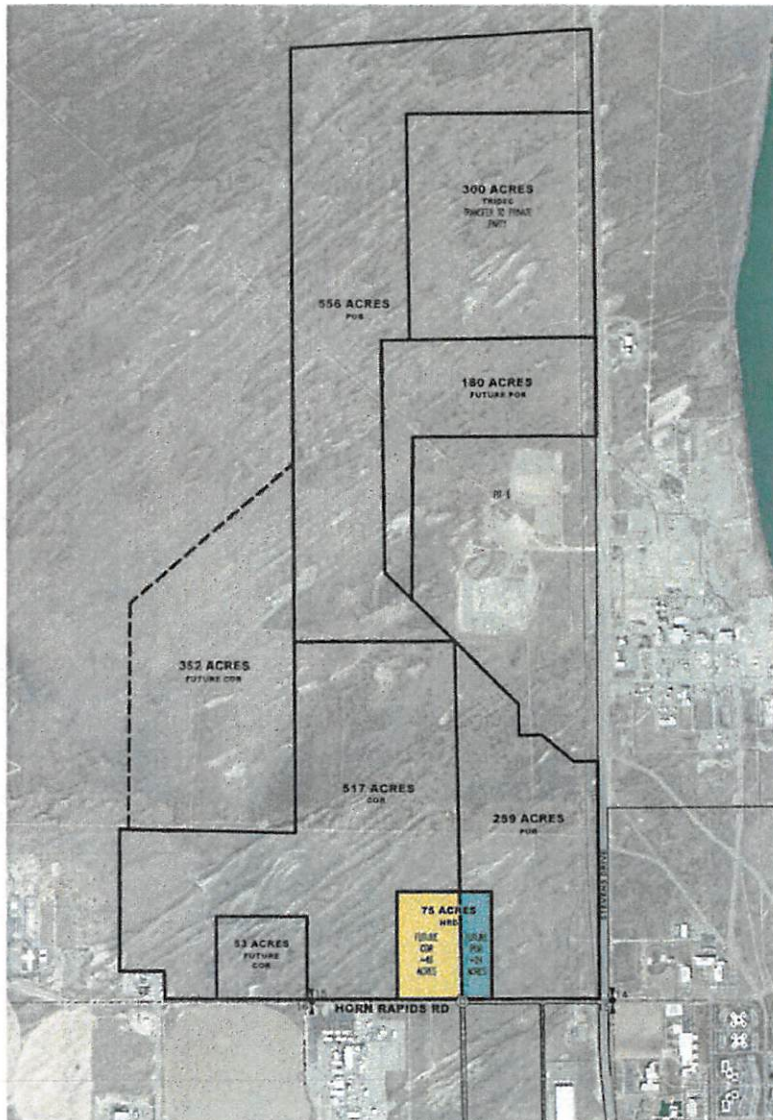

Scott D. Keller, PPM®
Executive Director

Date: 10/19/15

Approved as to Form:

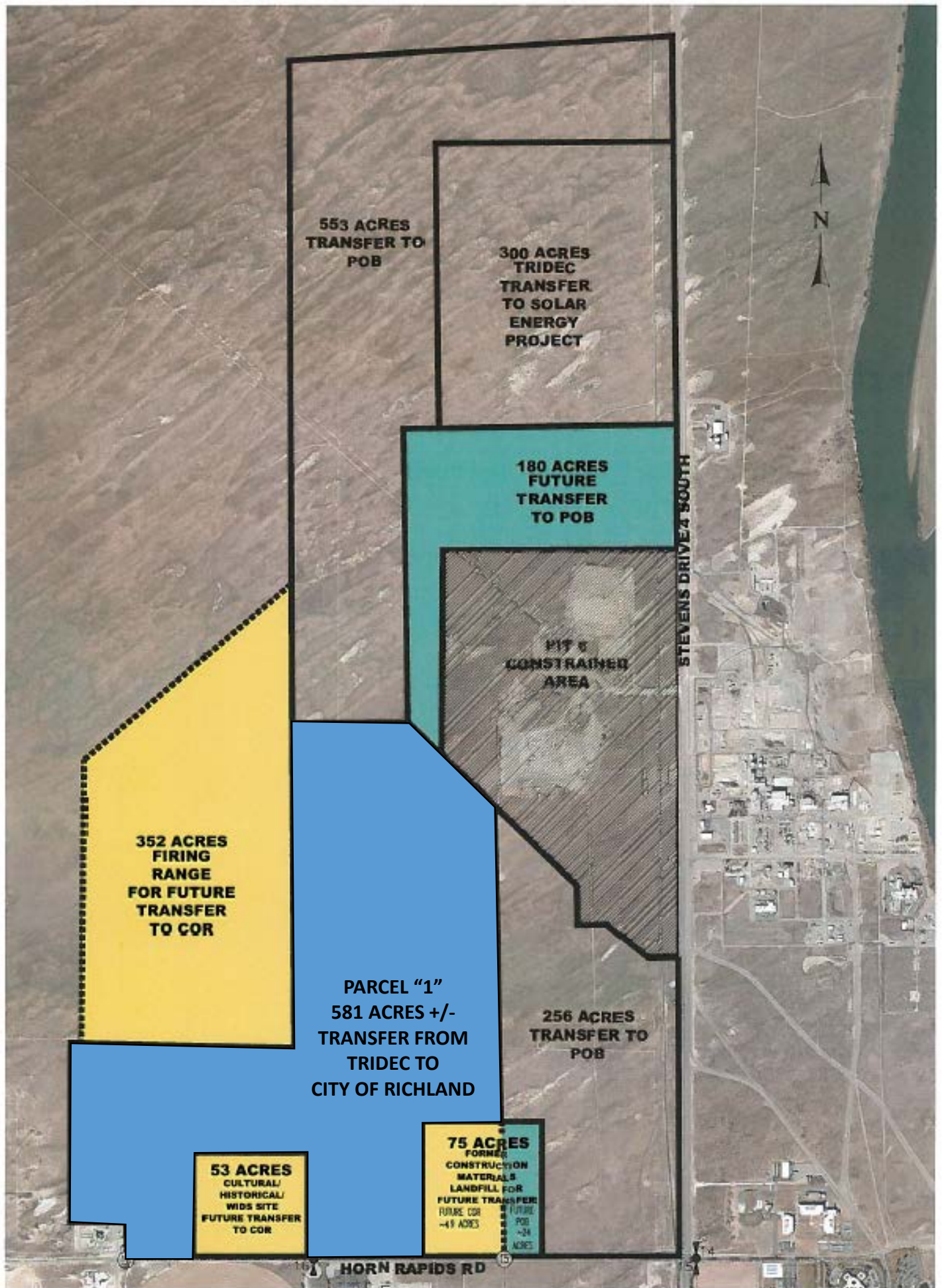

Thomas A. Cowan
Attorney for Port of Benton

**EXHIBIT A
DOE-OVERALL TRANSFER MAP**



9/1/15

DEPARTMENT OF ENERGY LAND TRANSFER





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/21/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 130-16, Adopting 2017 - 2022 Transportation Improvement Program

Department:
Public Works

Ordinance/Resolution Number:
130-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 130-16, adopting the 2017 - 2022 Six-Year Transportation Improvement Program.

Summary:

RCW 35.77.010 requires cities to prepare and annually update their Six-Year Transportation Improvement Program (TIP) pursuant to one or more public hearings and to file a copy of the adopted TIP with the Washington State Department of Transportation. The TIP is a planning and project management tool for federal, state and local governments.

The TIP represents the City's priority transportation improvements. The TIP may be changed after it is adopted to add new projects, delete projects, and change projects to accommodate cost, schedule, scope and funding changes. The City's TIP is a multi-modal list of projects; in addition to the more traditional street projects, it includes bicycle and pedestrian projects as well. The TIP not only lists the specific projects, but also documents the planned schedule and cost for each project phase (preliminary engineering, right-of-way acquisition and construction).

The proposed 2017-2022 TIP was developed from several City documents including the Comprehensive Land-Use Plan, Capital Improvement Plan, City-Wide Transportation Plan and Parks, Trails and Open Space Master Plan.

On May 5, 2016, the Parks and Recreation Commission (PRC) reviewed the 2017-2022 TIP with respect to bicycle lanes, trails and multi-use paths as called for in the municipal code. The PRC concluded that the bicycle and pedestrian projects represented the correct priorities, and recommended Council adopt the 2017-2022 TIP. No public comments were received at this meeting.

On May 25, 2016, the Planning Commission reviewed the 2017-2022 TIP and recommended Council adoption. No public comments were received at this meeting.

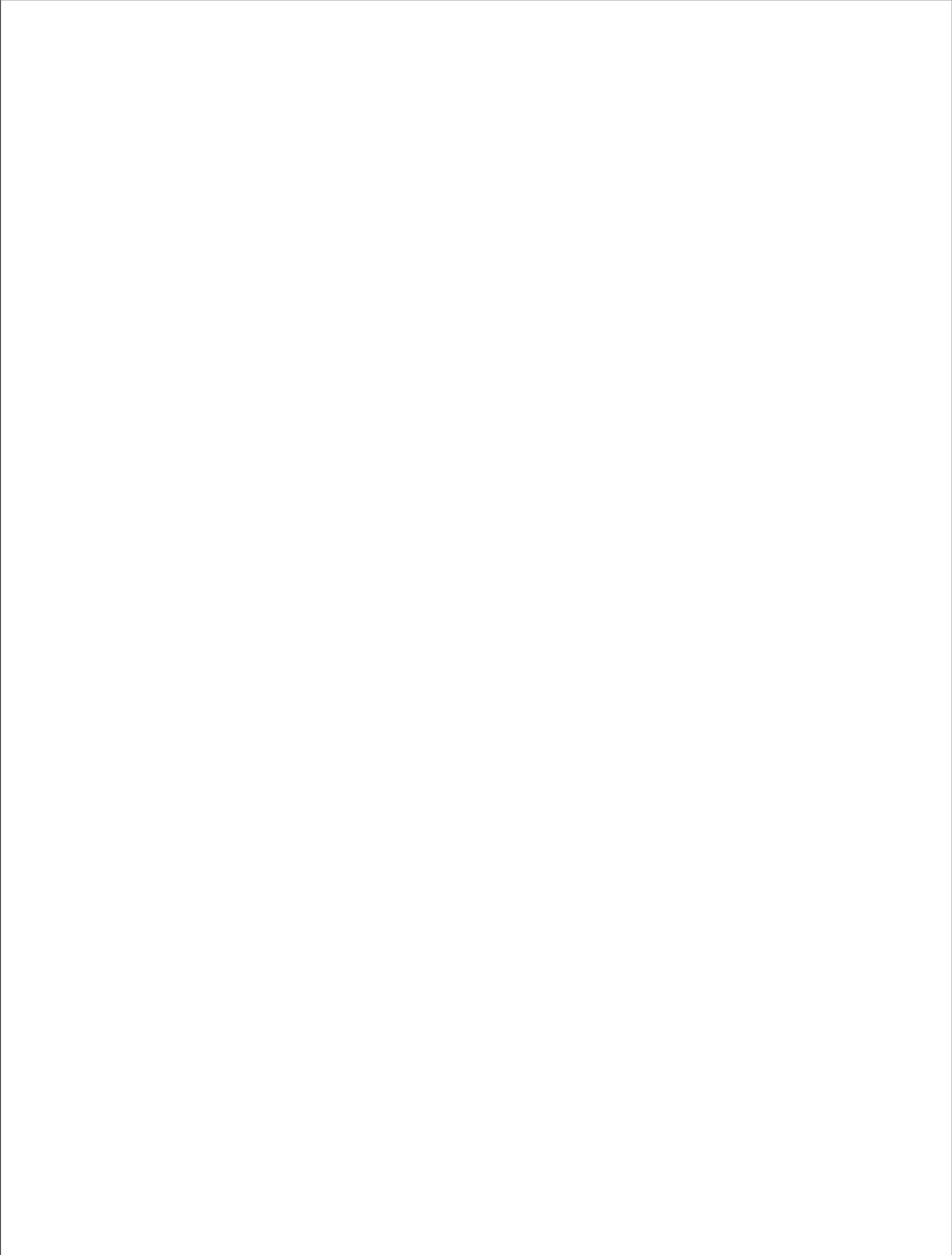
On June 7, 2016, a public hearing was held at the regular City Council meeting and no comments were received. Staff recommends approval of the proposed resolution.

Fiscal Impact:

None.

Attachments:

1. Resolution 130-16 - 2017-2022 Six Year TIP
2. 2017 - 2022 Six-Year TIP



RESOLUTION NO. 130-16

A RESOLUTION of the City of Richland adopting the 2017–2022 Six-year Transportation Improvement Program.

WHEREAS, RCW 35.77.010 requires local jurisdictions to prepare and adopt a perpetual six-year Transportation Improvement Program (TIP) showing the use of state, federal and local funds; and

WHEREAS, RCW 35.77.010 requires the City to adopt its TIP after conducting a public hearing; and

WHEREAS, Richland's practice for preparing and reviewing its TIP involves multiple public involvement opportunities; and

WHEREAS, the Richland Parks and Recreation Commission (PRC) is tasked by the municipal code with review of the City's long range transportation plan with respect to bicycle lanes, trails, and multi-use paths. At its May 5, 2016 regular meeting, the PRC reviewed the proposed 2017-2022 TIP, concluding that the bicycle and pedestrian projects included in the 2017-2022 TIP represented the correct priorities for the bicycle and pedestrian facilities. The Commission recommended that Council adopt the 2017-2022 TIP as presented; and

WHEREAS, the Richland Planning Commission reviewed the 2017-2022 TIP at their May 25, 2016 meeting and recommended Council adopt the 2017-2022 TIP as presented; and

WHEREAS, the City Council conducted a public hearing pursuant to state law at their June 7, 2016 regular meeting, to hear and receive public comment on the City's proposed TIP. No public comments were received; and

WHEREAS, the multi-modal list of projects contained in the TIP are needed to meet Richland's transportation needs; and

WHEREAS, the proposed TIP is consistent with the City's Comprehensive Plan and the Benton Franklin Council of Governments Regional Transportation Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the attached 2017-2022 Six-year Transportation Improvement Program is hereby adopted.

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 21st day of June, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	1	/ 3440(001) Duportail Bridge Duportail Street Queensgate Drive to Cottonwood Drive Construct a 4-lane road and bridge over the Yakima River with sidewalks and bike paths on both sides. Construct new signalized intersections at Duportail St./Tanglewood Drive and Duportail/City View Drive. Reconstruct SR-240/Duportail intersection and modify traffic signal to accommodate additional lanes. Modify the Queensgate/Duportail intersection. Widen and raise at-grade railroad crossing of Port of Benton track.	R002					01	C P T W	0.670	EA	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2017		0	CWA	20,000,000	0	20,000,000
P	CN	2017		0		0	15,000,000	15,000,000
Totals				0		20,000,000	15,000,000	35,000,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	15,000,000	15,000,000	5,000,000	0
Totals	0	15,000,000	15,000,000	5,000,000	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	2	/ 3459(001) Center Parkway Extension Center Parkway Gage Blvd to Tapteal Dr Construct new 3-lane roadway with bike lanes, curb, gutter and sidewalk on both sides. Construct a signalized/gated at-grade crossing of the Port of Benton R/R track.	R001					01		0.330	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2017	STP(UL)	556,770	TIB	360,420	0	917,190
P	CN	2017	STP(UL)	300,000	TIB	116,930	0	416,930
Totals				856,770		477,350	0	1,334,120

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	1,334,120	0	0	0	0
Totals	1,334,120	0	0	0	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	3	I-182/Queensgate Drive Ramp Terminal Improvements Queensgate Drive Columbia Park Trail to Skyline Drive Reconfigure the signalized I-182 EB ramp terminals by constructing a roundabout.	R032					03	O P	0.400	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017	Discretionary	175,400		0	31,600	207,000
P	RW	2017	Discretionary	42,675		0	7,325	50,000
P	CN	2017	Discretionary	2,081,925		0	376,075	2,458,000
Totals				2,300,000		0	415,000	2,715,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	207,000	0	0	0	0
RW	50,000	0	0	0	0
CN	2,458,000	0	0	0	0
Totals	2,715,000	0	0	0	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	4	Queensgate Drive/Columbia Park Trail Improvements Queensgate Drive Keene Road to I-182 EB ramp terminal Reconfigure the Queensgate Drive/Columbia Park Trail intersection by constructing a roundabout and extending Columbia Park Trail west to Jericho Court. Bike/Ped connections will be made to the Queensgate Pathway. Queensgate Drive will be widened to accommodate 4 travel lanes between Jericho Road and the I-182 EB ramp terminals. Access control will be implemented between Keene Road and Columbia Park Trail. All streets will include curb, gutter, sidewalks, street lights, storm drainage, and other utilities. Construct WB right-turn lane on Keene Road.	R033					03	O P S W	0.360	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017		0	TIB	100,000	20,000	120,000
P	RW	2017		0	TIB	83,000	17,000	100,000
P	CN	2017		0	TIB	1,245,400	234,600	1,480,000
Totals				0		1,428,400	271,600	1,700,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	120,000	0	0	0	0
RW	100,000	0	0	0	0
CN	1,480,000	0	0	0	0
Totals	1,700,000	0	0	0	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	5	Swift Boulevard Improvements Swift Boulevard Stevens Dr to George Washington Way Mill and overlay street, widen sidewalks, add shared parking/bike lanes, add decorative street lighting, irrigation, street trees and landscaped medians.	R019					31	P S W	0.500	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017	STP(UL)	64,000		0	16,000	80,000
P	CN	2017	STP(UL)	1,045,000		0	240,000	1,285,000
Totals				1,109,000		0	256,000	1,365,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	80,000	0	0	0	0
CN	1,250,000	0	0	0	0
Totals	1,330,000	0	0	0	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	6	Vantage Highway Pathway - Phase 2 Snyder Street Robertson Drive to Stevens Drive Construct a new, separated Hot Mix Asphalt multi-use pathway connecting the Vantage Highway Pathway Phase 1 with the Stevens Drive Pathway.	R018					28	P W	0.400	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017		0	Ped/Bike Program	43,250	6,750	50,000
P	RW	2017		0	Ped/Bike Program	21,625	3,375	25,000
P	CN	2018		0	Ped/Bike Program	505,750	89,250	595,000
Totals				0		570,625	99,375	670,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	50,000	0	0	0	0
RW	25,000	0	0	0	0
CN	0	595,000	0	0	0
Totals	75,000	595,000	0	0	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	7	South George Washington Way Intersection Improvements George Washington Way I-182 to Comstock Street Upgrade and reconfigure George Washington Way(GWW) including the intersections of GWW/Columbia Point Drive/Adams Street and GWW/Comstock Street to provide improved safety, capacity, and mobility. Improve pedestrian access and safety crossing George Washington Way. Also includes modifying the WB I-182, NB SR 240, and SB SR 240 ramps to improve safety.	R031					03	O S W	0.680	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019	STP(UL)	187,800	TIB	450,720	112,680	751,200
P	RW	2020	STP(UL)	125,000	TIB	75,000	300,000	500,000
P	CN	2021	STP(UL)	2,159,700	TIB	5,183,280	1,295,820	8,638,800
Totals				2,472,500		5,709,000	1,708,500	9,890,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	751,200	0	0
RW	0	0	0	500,000	0
CN	0	0	0	0	8,638,800
Totals	0	0	751,200	500,000	8,638,800

Six Year Transportation Improvement Program From 2017 to 2022

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	8	Columbia Park Trail - East Columbia Park Trail SR 240 WB Offramp to East City Limits Reconstruct the street to provide 3-lanes, with curb, gutter, sidewalks, bike lanes street lights, drainage facilities and streetscape on both sides.	R010					04	C P S T W	0.720	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020		0	TIB	90,000	60,000	150,000
P	CN	2021		0	TIB	690,000	460,000	1,150,000
Totals				0		780,000	520,000	1,300,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	150,000	0
CN	0	0	0	0	1,150,000
Totals	0	0	0	150,000	1,150,000



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	9	Step toe Street / Tap teal Drive Intersection Improvements to Realign Tap teal Drive and Step toe Street intersection by constructing a new intersection. Also includes sidewalks, street lights, fully signalized and gated at-grade railroad crossing, storm drainage.	R029					03	S W	0.180	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	RW	2021		0		0	50,000	50,000
P	CN	2021		0		0	1,330,000	1,330,000
Totals				0		0	1,380,000	1,380,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
RW	0	0	0	0	50,000
CN	0	0	0	0	1,330,000
Totals	0	0	0	0	1,380,000



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	10	Rachel Road Improvements Rachel Road Leslie Rd to Steptoe St Construct a 2-lane collector with curb, gutter & sidewalk, street lights and storm drainage on both sides of the street. Left turn lanes will be constructed where needed.	R008					01	O P S W	1.200	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019		0		0	200,000	200,000
P	RW	2020		0		0	300,000	300,000
P	CN	2021		0		0	1,700,000	1,700,000
Totals				0		0	2,200,000	2,200,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	200,000	0	0
RW	0	0	0	300,000	0
CN	0	0	0	0	1,700,000
Totals	0	0	200,000	300,000	1,700,000



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	11	Queensgate Drive Extension Queensgate Drive Shockley Rd to Keene Rd Construct a 3-lane street with curb, gutter, sidewalk, street lights and drainage facilities on both sides. Construct a roundabout at the Queensgate Drive/Shockley Road intersection. Modify the Keene Road/Queensgate Drive traffic signal to accommodate the new south leg of Queensgate Drive.	R012					01	C G P S T W	0.450	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020		0		0	150,000	150,000
P	RW	2020		0		0	100,000	100,000
P	CN	2021		0		0	850,000	850,000
Totals				0		0	1,100,000	1,100,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	150,000	0
RW	0	0	0	100,000	0
CN	0	0	0	0	850,000
Totals	0	0	0	250,000	850,000



Six Year Transportation Improvement Program From 2017 to 2022

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MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	12	Gage Boulevard Improvements Gage Boulevard Penny Royal Ave to Morency Dr. Add bike lanes, shoulders, sidewalks, street lights, storm drainage on Gage Boulevard.	R028					04	O P	0.750	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021		0		0	75,000	75,000
P	CN	2022		0		0	750,000	750,000
Totals				0		0	825,000	825,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	75,000
CN	0	0	0	0	750,000
Totals	0	0	0	0	825,000

Six Year Transportation Improvement Program From 2017 to 2022

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	13	Bellerive Drive Extension Bellerive Drive Rachel Rd to 100' S. of Wenatchee Ln. Construct a new 2-lane street with curb, gutter, sidewalk, bike lanes, street lights and storm drainage facilities.	R009					01	P S W	0.070	CE	Yes

Funding							
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Total Funds
P	PE	2019		0		0	10,000
P	RW	2020		0		0	10,000
P	CN	2021		0		0	50,000
Totals				0		0	70,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	10,000	0	0
RW	0	0	0	10,000	0
CN	0	0	0	0	50,000
Totals	0	0	10,000	10,000	50,000



Six Year Transportation Improvement Program From 2017 to 2022

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	14	Marcus Whitman Elementary - SRTS Snow Ave Duportail Street to Hoffman Street Construct concrete sidewalks, curb and gutter, storm drainage, street lights, and HMA overlay on Snow Avenue between Duportail Street and Hoffman Street. Construct concrete sidewalks, curb and gutter, storm drainage, street lights, and HMA to tie into the south side of Gray Street between Snow Avenue and Winslow Avenue on the designated school walk route for Marcus Whitman Elementary.	R035					28	O W	0.270	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017		0	SRTS	30,000	0	30,000
P	CN	2018		0	SRTS	461,200	0	461,200
Totals				0		491,200	0	491,200

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	30,000	0	0	0	0
CN	0	461,200	0	0	0
Totals	30,000	461,200	0	0	0



Six Year Transportation Improvement Program From 2017 to 2022

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	15	Stevens Drive Pathway Stevens Drive Spengler St to Horn Rapids Rd Construct a separated multi-use pathway on east side of Stevens Drive.	R016					28	C P T	2.250	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020		0		0	70,000	70,000
P	CN	2021		0		0	880,000	880,000
Totals				0		0	950,000	950,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	70,000	0
CN	0	0	0	0	880,000
Totals	0	0	0	70,000	880,000



Six Year Transportation Improvement Program From 2017 to 2022

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	16	Queensgate Drive - Phase II Queensgate Drive Bermuda Rd to Alla Vista Rd Construct new 2-lane collector with curb, gutter, sidewalk, street lights, and storm drainage facilities on both sides	R013					01	P S W	2.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020		0		0	300,000	300,000
P	RW	2021		0		0	500,000	500,000
P	CN	2022		0		0	2,600,000	2,600,000
Totals				0		0	3,400,000	3,400,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	300,000	0
RW	0	0	0	0	500,000
CN	0	0	0	0	2,600,000
Totals	0	0	0	300,000	3,100,000



Six Year Transportation Improvement Program From 2017 to 2022

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
12	17	Vantage Highway Pathway - Phase 3 SR 240 Twin Bridges Road to Kingsgate Way Construct a new, separated Hot Mix Asphalt multi-use pathway on the north side of SR 240.	R034					28		1.750	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021	TAP(UL)	30,000		0	20,000	50,000
P	CN	2022	TAP(UL)	500,000		0	50,000	550,000
Totals				530,000		0	70,000	600,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	50,000
CN	0	0	0	0	550,000
Totals	0	0	0	0	600,000

	Federal Funds		State Funds	Local Funds	Total Funds
Grand Totals for Richland	7,378,740		29,456,575	28,590,475	65,425,790

City of Richland

2017 - 2022 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM MAP

Legend

- Intersection Improvements
- Other Transportation Improvements
- Multi-Use Trails
- Route To Be Determined

Project List

- 1 Duportail Bridge
- 2 Center Parkway Extension
- 3 I-182/Queensgate Drive Ramp Terminal Improvements
- 4 Queensgate Drive/Columbia Park Trail Improvements
- 5 Swift Corridor Improvements
- 6 Vantage Highway Pathway Phase 2
- 7 South GWW Safety & Mobility Improvements
- 8 Columbia Park Trail East
- 9 Steptoe/Tapteal Intersection Improvements
- 10 Rachel Road Improvements
- 11 Queensgate Drive Extension
- 12 Gage Boulevard Improvements
- 13 Bellerive Drive Extension
- 14 Marcus Whitman Elementary - SRTS
- 15 Stevens Drive Pathway
- 16 Queensgate Drive Extension - Phase II
- 17 Vantage Highway Pathway Phase 3



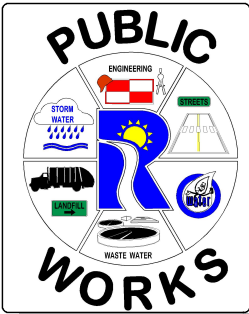
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Date: 5/5/2016

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Projection: Lambert Conformal Conic
Datum: North American 1983
False Easting: 1,640,416.6667
False Northing: 0.0000
Central Meridian: -120.5000
Standard Parallel 1: 45.8333
Standard Parallel 2: 47.3333
Latitude Of Origin: 45.3333
Units: Foot US

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/21/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 132-16, Setting a Public Hearing Date for the Reata Road Area Utility Local Improvement District No. 197 Final Assessment

Department:
Public Works

Ordinance/Resolution Number:
132-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 132-16, setting the public hearing date for the Reata Road Area Utility Local Improvement District 197 final assessment.

Summary:

On April 21, 2015, Council passed Ordinance No. 18-15 establishing the Reata Road Area Utility Local Improvement District 197. The scope of the Reata Road LID was to construct water and sewer pipelines to the Reata Road area west of Leslie Road between Reata Road to the north and I-82 to the south. Construction of the planned pipelines was completed in April 2016.

State law requires a public hearing to receive public input prior to finalizing the LID. The public hearing will present the project scope, final costs and provide an opportunity for property owners to give testimony as required by state Law. Following Council action on this proposed resolution, staff will initiate the public notifications required, including distribution of proposed final assessments to the participating property owners.

Resolution 132-16 sets the public hearing for July 19, 2016 at 7:30 p.m.

Fiscal Impact:

There are only minor administrative costs associated with setting and conducting the public hearing. These costs will be included in the LID assessment calculations.

Attachments:

I. RES 132-16

RESOLUTION NO. 132-16

A RESOLUTION of the City of Richland setting a date and time for a public hearing on the final assessment roll for Local Improvement District No. 197, known as Reata Road Area Utility LID No. 197, and directing that notice thereof be given in the manner required by law.

WHEREAS, the final assessment roll for Local Improvement District No. 197, commonly known as Reata Road Area Utility LID No. 197, which was created and established by Ordinance No. 18-15 passed by the City Council on April 21, 2015, has been prepared as provided by law and is on file with the City Clerk, and it is necessary to fix the date for a hearing thereon before the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, Washington that a public hearing on the final assessment roll for Local Improvement District No. 197 will be held before the City Council on July 19, 2016 at 7:30 p.m., local time, in the Council Chambers, City Hall, located at 505 Swift Boulevard, in Richland, Washington on July 19, 2016. The City Clerk is instructed to cause notice to be given as required by law.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular open public meeting thereof this 21th day of June, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

CERTIFICATION

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

1. The attached copy of Resolution No. 132-16 (the "Resolution") is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the City Council of the City held at the regular meeting place thereof on June 21, 2016, as that Resolution appears on the minute book of the City; and the Resolution will be in full force and effect immediately following its adoption; and

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

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2016.

CITY OF RICHLAND, WASHINGTON

MARCIA HOPKINS, City Clerk



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/21/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 135-16, Authorizing a First Amendment to Purchase and Sale Agreement with Columbia Basin College

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

135-16

Document Type:

General Business Item

Recommended Motion:

Adopt Resolution No. 135-16, authorizing the City Manager to execute a First Amendment to Purchase and Sale Agreement with Columbia Basin College.

Summary:

On October 6, 2015, Council authorized the execution of an agreement for the purchase of .5 acre of property owned by Columbia Basin College (CBC) at 751 Mansfield Street. The Purchase and Sale Agreement predicates the closing of the transaction on a simultaneous exchange for 1.8 acres of property from the United States of America (USA).

On April 19, 2016, Council authorized the submittal of an Offer to Purchase Real Estate to the United States of America for 1.8 acres of property to be used for the Swift Corridor City Hall project. Due to federal restrictions, the Offer to Purchase from the USA did not include the simultaneous closing provision currently contained in the Purchase and Sale Agreement with CBC. For this reason, it is now necessary to amend the existing Purchase and Sale Agreement with CBC to remove the simultaneous closing provision.

The outcome of the intended 3-way transaction remains unchanged. The City will obtain ownership of the .5 acre parcel located at 751 Mansfield for the sole purpose of conveying said property to the United States of America in exchange for a land credit on the City's purchase of 1.8 acres for the new City Hall.

Staff recommends approval of the proposed First Amendment.

Fiscal Impact:

None.

Attachments:

1. Resolution No. 135-16
2. Contract No. 218-15 Amendment 1

RESOLUTION NO. 135-16

A RESOLUTION of the City of Richland authorizing execution of a First Amendment to Purchase and Sale Agreement for .5 acres of property currently owned by Columbia Basin College.

WHEREAS, on October 6, 2015, Richland City Council authorized the execution of an agreement for the purchase of .5 acres of property owned by Columbia Basin College (CBC) at 751 Mansfield Street (Contract No. 218-15); and

WHEREAS, the Purchase and Sale agreement predicates the closing of the transaction on a simultaneous exchange for 1.8 acres of property from the United States of America (USA); and

WHEREAS, on April 19, 2016, Richland City Council authorized the submittal of an Offer to Purchase Real Estate to the United States of America for 1.8 acres of property; and

WHEREAS, due to federal restrictions, the Offer to Purchase Real Estate from the USA did not include the simultaneous closing provision currently contained in the CBC Purchase and Sale Agreement; and

WHEREAS, it is now necessary to amend the existing Purchase and Sale Agreement with CBC to remove the simultaneous closing provision so that the land transaction can advance to closing.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute a First Amendment to the Purchase and Sale Agreement with CBC (Contract No. 218-15) to remove the simultaneous closing provision.

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 21st day of June, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Amendment to Purchase and Sale Agreement

This **First Amendment** to the October 6, 2015 Purchase and Sale Agreement ("Amendment") is made and entered it on this ____ day of June, 2016, by and between the **City of Richland**, a Washington municipal corporation ("Purchaser") and **Columbia Basin College**, a Washington Community College District ("Seller").

For valuable consideration, the receipt of which is hereby acknowledged, the City and Columbia Basin College agree to modify the existing Purchase and Sale Agreement as described below.

Section 3.6 shall be stricken from the Agreement as follows:

~~**3.6. Simultaneous Closing.** The closing of this transaction is contingent upon the simultaneous closing of the transaction between the United States General Services Administration (GSA) and the City of Richland for 1.8 acres +/- as depicted in **Exhibit A**. In the event simultaneous closing on the transaction between the GSA and the City of Richland does not occur, this Agreement may be terminated in Purchaser's sole discretion. Upon Purchaser's election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either party to the other.~~

All other terms and conditions of the Purchase and Sale Agreement executed October 6, 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 Columbia Basin College.

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

CITY OF RICHLAND – PURCHASER COLUMBIA BASIN COLLEGE - SELLER

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

By:
Its:

APPROVED AS TO FORM

Heather Kintzley
Richland City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/21/2016

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from May 23, 2016 - June 10, 2016 for \$8,059,242.26 including Check Nos. 234417-234992, Wire Nos. 6168-6186, Payroll Check Nos. 106316-106848, and Payroll Wire/ACH Nos. 9467-9487

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from May 23, 2016, to June 10, 2016 in the amount of \$8,059,242.26.

Summary:

Breakdown of Expenditures:

Check Nos.	234417-234992	2,066,048.04
Wire Nos.	6168-6186	3,796,853.29
Payroll Check Nos.	106316-106848	27,613.82
Payroll Wires/ACH	9467-9487	2,168,727.11
TOTAL		\$8,059,242.26

Fiscal Impact:

Yes

Total Disbursements: \$8,059,242.26. Disbursements (wire transfers) include \$3,008,929.00 for purchased power.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
MAY 23 - JUNE 10, 2016

Payee	Wire Description	Amount
Claims Wires - Wire No. 6168 to 6186		
Bonneville Power Administration	Purchase Power	\$ 3,008,929.00
US General Services Administration	Deposit for City Hall Land Purchase	\$ 68,000.00
Conover Verde Services	Section 125	\$ 7,675.16
HRA VEBA	IAFF VEBA	\$ 1,500.00
LEOFF Trust	Fire Health Premiums	\$ 71,270.88
Payment Processing, Inc.	Landfill Merchant Service Fees	\$ 1,018.64
AW Rehn	Fire Health Reimbursement Account	\$ 20,625.00
Richland Golf Management Corp	Col. Pt. Operating Reimbursement	\$ 153,288.53
Zenith Administrators	Insurance Claims	\$ 464,546.08
	Total Claim Wire Transfers	\$ 3,796,853.29
Payroll Wires & Direct Deposits (ACH) - Wire No. 9467 to 9487		
Payroll Wires *see description below	Total Payroll Wire Transfer & Deposits	\$ 2,168,727.11
	Total Claim & Payroll Wires/ACH	\$ 5,965,580.40

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



City Of Richland

VL-1 Voucher Listing

From: 5/23/2016 To: 6/10/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 001 CITY COUNCIL					
THOMPSON, ROBERT		16-250 THOMPSON	234946	16-250 EMAB/ECA PEER EXCHAN	\$1,448.18
				CITY COUNCIL TOTAL ****	\$1,448.18
Division: 100 CITY MANAGER					
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$48.42
				CITY MANAGER TOTAL ****	\$48.42
Division: 101 CITY CLERK					
CODE PUBLISHING INC		53087	234452	RMC SUPPLEMENT UPDATE 05/16	\$163.06
		53157	234668	RMC SUPPLEMENT UPDATE 05/16	\$163.06
TRI CITY HERALD	S016931	02382103	234551	ORD 15-16 040516 PW	\$24.72
	S016931	02382113		ORD 13-16 040516 CD	\$24.72
	S016931	02382122		ORD 14-16 040516 CD	\$27.19
	S016931	02382131		ORD 10-16 040516 AS	\$37.08
	S016931	02405639		ORD 16-16 041916 AS	\$27.19
	S016931	02408719		PHN 030516 RPD	\$32.13
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$31.56
				CITY CLERK TOTAL ****	\$530.71
Division: 102 CITY ATTORNEY					
BELL BROWN & RIO PLLC		762	234855	PROSECUTION SRVCS-JUNE	\$21,667.70
BENTON COUNTY TREASURER		APRIL 2016	234856	DISTRICT COURT/OPD COSTS APRIL	\$52,593.96
CITY OF RICHLAND		16-155 FULTON	234805	16-155 WCIA PRR TRAIN/WAPRO	\$368.24
ENTERPRISE HOLDINGS INC		05/16-45WA423	234472	16-173 KINTZLEY RENTAL CAR	\$188.79
HARRISON, PAUL		5/2016 MILEAGE	234896	MAY 2016 MILEAGE	\$224.64
KINTZLEY, HEATHER		16-169 KINTZLEY	234822	16-169 WCIA BOARD EDU SESS	\$86.40
		REIMB EXCISE FEE		EXCISE FEE REIMB	\$10.00
PRONTO PROCESS SERVICE INC		PTO-2016004102	234928	MESSENGER SERVICE-MAY	\$40.00
WEST PUBLISHING CORPORATION DBA		833916415	234563	INFORMATION CHARGES-APR 2016	\$2,251.66
XEROX CORPORATION		084490082	234568	W7855PT BASE CHG/PRINTS-APRIL	\$90.68
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$50.21
				CITY ATTORNEY TOTAL ****	\$77,572.28
Division: 110 ASSISTANT CITY MANAGER					
XEROX CORPORATION		084490082	234568	W7855PT BASE CHG/PRINTS-APRIL	\$236.69
				W7855PT BASE CHG/PRINTS-APRIL	\$89.33
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$32.99
				ASSISTANT CITY MANAGER TOTAL ****	\$359.01
Division: 111 COMMUNICATIONS & MARKETING					
WEST COAST PAPER COMPANY		9574564	234786	18X12 80# COUGAR WHITE DIGITAL	\$214.82
XEROX CORPORATION		084490100	234568	D95 PRINT SHOP BASE CH-APRIL	\$384.40



City Of Richland

VL-1 Voucher Listing

From: 5/23/2016 To: 6/10/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		084490101	234568	C75 PRINT SHOP-FIERY-APR	\$140.31
		084490102		C75 PRINT SHOP BASE CH-APRIL	\$425.01
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$0.27
				PHONE CHARGES 5/23-6/22/16	\$12.23
				PHONE CHARGES 5/23-6/22/16	\$12.10
COMMUNICATIONS & MARKETING TOTAL ****					\$1,189.14
Division:	112	CABLE COMMUNICATIONS			
CAROL SUE BUSKE (AKA SUE MILLER BUSKE)		13982	234443	CABLE FRANCHISE CONSULTING	\$2,062.50
INGHAM, MARK		MAY 2016	234581	INGHAM MILEAGE 4/4-5/18/16	\$59.94
SHOTZ MULTIMEDIA		17	234604	VIDEO/AERIAL TRFIC/TIGER GRANT	\$108.60
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$13.45
CABLE COMMUNICATIONS TOTAL ****					\$2,244.49
Division:	113	HANFORD COMMUNITIES			
CITY OF RICHLAND		16-197 LARSEN	234575	16-197 ECA 2016MAY WA DC	\$250.00
LARSEN, PAM BROWN			234591	16-197 ECA 2016MAY WA DC	\$125.15
LUNDGREN, REGINA E		RCH-SB-464	234505	SPEAKERS BUREAU-APR	\$320.00
XEROX CORPORATION		084490082	234568	W7855PT BASE CHG/PRINTS-APRIL	\$90.69
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$8.81
HANFORD COMMUNITIES TOTAL ****					\$794.65
Division:	120	FIRE			
BENTON PUD		05/16-0249075457	234433	QTRLY RACK LEASE JAN-MAR'16	\$376.18
BENTON RURAL ELECTRIC ASSOCIATION		04/16-74170526	234434	COLLINS RD RADIO TOWER-ELECTRI	\$29.23
CALLBACK STAFFING SOLUTIONS LLC		3620	234441	STAFFING CALLBACK SRVCS-MAY	\$119.05
CHS INC		2016 BRINES	234661	BIN ENTRY WORK/RESCUE TRAINING	\$900.00
COLUMBIA GRAIN & FEED INC		141654	234458	CHAINSAW CHAIN/FILING SETS	\$103.01
		141806		SHARPENED CHAINS	\$65.16
EMERICK, MIKE		16-242 EMERICK	234577	16-242 2016 NW FIRE & RESCU	\$272.07
FRONTIER		05/16 2061880334	234696	VHF PHONE LINE 05/19-06/18/16	\$422.86
		05/16 2530045365	234477	SILVER CLOUD PHONE LINE	\$66.64
JT AUTOMOTIVE PARTS INC DBA		358546	234490	D EARTH FLOOR DRY FOR FS	\$113.65
LAKELAND INC DBA		16-13869	234500	INSPECT/REPAIR BUNKER GEAR	\$108.57
MARROQUIN, RAUL		16-265 MARROQUIN	234979	16-265 IFSAC FIRE INSTCOURS	\$435.69
MOHNEY, LUKE		16-241 MOHNEY	234594	16-241 2016 NW FIRE & RESCU	\$82.00
PARADISE BOTTLED WATER CO		04/16-FIRE ST 71	234520	BOTTLED WATER-APRIL	\$94.89
		04/16-FIRE ST 72		BOTTLED WATER-APRIL	\$89.90
		04/16-FIRE ST 73		BOTTLED WATER-APRIL	\$57.26
		04/16-FIRE ST 74		BOTTLED WATER-APRIL	\$75.70
RICHLAND ACE HARDWARE		211286	234527	LIQ PLUMR PRO	\$10.85
XEROX CORPORATION	P056630	084490099	234840	OFFICE COPIER LEASE/USAGE (APR	\$367.72
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$178.01



City Of Richland

VL-1 Voucher Listing

From: 5/23/2016 To: 6/10/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FIRE TOTAL ****					\$3,968.44
Division:	130	POLICE			
101 CLEANERS		04/16-9427360	234417	UNIFORM LAUNDRY SRVCS-APR	\$582.87
911 SUPPLY LLC		40069	234842	STP/DIGITIZ CHARGE-EMBROIDERY	\$90.00
	P056524	40169	234625	5.11 TACTICAL TPT R7 14	\$289.96
AMERICAN MESSAGING SERVICES LLC		WA100724QE	234420	PAGER RENTAL MAY 2016	\$47.84
AT&T LONG DISTANCE		213159	234426	LOCATION ACTIVATION FEE	\$750.00
BENTON COUNTY SHERIFF'S OFFICE		REV12/15-MEDICAL	234644	REV MEDICAL SUPPLIES/SRVCS-DEC	\$955.63
BERGER, KEVIN		16-099 BERGER	234802	16-099 ADV EXPLSV BREACH TE	\$171.51
CAR WASH PARTNERS INC DBA		115716	234442	RPD VEHICLE WASHES-APR 2016	\$10.60
CITY OF RICHLAND		16-097 STOHEL	234805	16-097 HOMICIDE INVEST CONF	\$417.77
		16-099 BERGER		16-099 ADV EXPLSV BREACH TE	\$875.96
		16-100 JUDGE	234575	16-100 ADV EXPLSV BREACH TE	\$875.96
		16-149 STOHEL	234805	16-149 HOMICIDE/CRIME SCN M	\$117.00
		16-150 VER STEEG		16-150 HOMICIDE/CRIME SCN M	\$117.00
		16-203 RABY		16-203 WSTOA CONFERENCE	\$905.60
		16-206 MATHENY		16-206 WSTOA CONFERENCE	\$1,094.50
		16-207 GRANT	234870	16-207 WSTOA CONFERENCE	\$905.60
DAY MANAGEMENT CORPORATION DBA		411531	234880	RADIO REPAIR-CROUCH	\$532.14
		579488	234465	RADAR CALIBRATION	\$3,518.64
		579609		RADAR CALIBRATION	\$501.73
DEPARTMENT OF LABOR & INDUSTRIES		3791	234468	EXPLOSIVE LICENSES-CROUCH	\$50.00
DOMESTIC VIOLENCE SERVICES		23638	234680	DOMESTIC VIOLENCE SRVCS-APR'16	\$888.50
DOSS, DOUG		2016 TUITION	234810	DOSS-REIMBURSE TUITION FEES	\$550.00
FEDERAL EXPRESS CORP		5-408-51975	234474	SHIPPING-APR 2016	\$69.69
FRONTIER	S016938	06/16 2061882614	234696	TELEPHONE CHARGE 5/19/16-6/18/	\$65.45
GRANT, SAMUEL		053116	234895	INVERTER REIMBURSEMENT	\$32.51
		16-207 GRANT		16-207 WSTOA CONFERENCE	\$2.24
JENKINS, ALLEN		16-239 JENKINS	234815	16-239 WSTOA SEMINAR	\$94.00
JUDGE, DARRYL		16-100 JUDGE	234589	16-100 ADV EXPLSV BREACH TE	\$207.56
MATHENY, RODNEY C		16-206 MATHENY	234827	16-206 WSTOA CONFERENCE	\$2.80
MILLER, RYAN		16-238 MILLER	234828	16-238 WSTOA SEMINAR	\$94.00
MOON SECURITY SERVICES INC		817070	234513	RPD RANGE MONITORING	\$59.90
NELSON, MATT		16-151 NELSON	234829	16-151 WSTOA SEMINAR	\$94.00
ODOT DMV SERVICES		MB118569	234518	PHOTO REQUEST-ODL 5407528	\$6.50
OXARC INC		R411382	234519	CYLINDER RENTAL	\$7.76
PROFORCE MARKETING INC DBA	P056485	271561	234523	ADJUST FOR TAX	\$0.02
	P056485			11504 TSR HLST X26P BLACKHAWK	\$58.52
	P056485			22010-TSR PERFORMANCE POWER MA	\$59.89
	P056485			11003 TSR X26P YLW CLASS III L	\$989.07
	P056485			TRD-TSR2016-WTY TSR TARDE 2016	(\$162.90)



City Of Richland

VL-1 Voucher Listing

From: 5/23/2016 To: 6/10/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PROFORCE MARKETING INC DBA	P056485	273073	234523	ADJUST FOR TAX	\$0.01
	P056485			11004-TSR-WA TSR X26P 4 YR EXT	\$301.85
RABY, JOHN		16-203 RABY	234831	16-203 WSTOA CONFERENCE	\$2.24
RECALL SECURE DESTRUCTION SERVICES INC		7346080971	234524	SHREDDING SRVCS-APR	\$149.65
RIVER CITY TOWING INC		14637	234760	TOW CHARGE	\$48.87
		14639		TOW CHARGE	\$48.87
		14644	234934	TOW CHARGE	\$48.87
		14645		TOW CHARGE	\$48.87
		14650		TOW CHARGE	\$48.87
		14702	234528	TOW CHARGE	\$48.87
		14707		TOW CHARGE	\$48.87
		14708		TOW CHARGE	\$48.87
		14715	234760	TOW CHARGE	\$48.87
		14716		TOW CHARGE	\$48.87
ROTHENBUHLER ENGINEERING CO	P056514	30853	234763	ESTIMATED SHIPPING	\$16.29
	P056514			1678-3 RSTI REMOTE	\$4,344.00
SOUND UNIFORM GROUP LLC	P056458	18779	234941	JUMPSUIT WINTER DK NAVY - HESL	\$445.26
	P056458			SHIPPING	\$16.83
STOHEL, HYRUM		16-097 STOHEL	234835	16-097 HOMICIDE INVEST CONF	\$31.00
		16-149 STOHEL		16-149 HOMICIDE/CRIME SCN M	\$11.00
TRANS UNION RISK & ALTERNATIVE DATA		04/16-204527	234548	RPD RECORDS SEARCH - APR	\$111.00
TREASURE VALLEY COFFEE CO		106095	234778	RPD COFFEE DELIVERY	\$175.20
TTB, LLC DBA		2697	234555	VEHICLE WASHES-APR (123)	\$645.75
VER STEEG, CARMEN K		16-150 VER STEEG	234839	16-150 HOMICIDE/CRIME SCN M	\$11.00
XEROX CORPORATION		084490091	234568	W7225PT BASE CHG/PRINTS-APR	\$236.26
		084490094		W7845PT BASE CHRG/PRINTS-APR	\$217.18
		84490090		W7855PT BASE CHG/PRINTS-APR	\$193.00
		84490092		W7225PT BASE CHG/PRINTS-APR	\$207.20
		84490093		W7855PT BASE CHG/PRINTS-APR	\$532.32
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$300.01
				PHONE CHARGES 5/23-6/22/16	\$6.68
POLICE TOTAL ****					\$24,372.25
Division:	210	ADMINISTRATIVE SERVICES			
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$19.57
ADMINISTRATIVE SERVICES TOTAL ****					\$19.57
Division:	211	FINANCE			
ALLEN, BRANDON		16-098 ALLEN	234965	16-098 GFOA CONFERENCE	\$534.00
ALLIED ENVELOPE	P056649	169180	234846	ADUST FOR TAX	\$0.01
	P056649			WINDOW ENVELOPE, REVERSE FLAP,	\$620.92
	P056649			INSIDE DELIVERY & STACKING OF	\$59.72



City Of Richland

VL-1 Voucher Listing

From: 5/23/2016 To: 6/10/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COLLECTORSOLUTIONS INC		2015913	234455	MERCHANT SRVC CHRGS APR 16	\$28,718.90
GOMEZ, PAM		051616	234700	REIMBURSEMENT FOR BULB	\$5.95
MID COLUMBIA ENGINEERING INC	S016917	ST008478	234728	MELISSA HECKMAN, ACCOUNTING	\$864.00
	S016917	ST008495	234917	MELISSA HECKMAN, ACCOUNTING	\$1,080.00
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$0.22
				PHONE CHARGES 5/23-6/22/16	\$129.83
				PHONE CHARGES 5/23-6/22/16	\$74.42
FINANCE TOTAL ****					\$32,087.97
Division:	212	PURCHASING			
MID COLUMBIA ENGINEERING INC	S016902	ST008461	234509	RACHAEL BALTHAZOR - BUYER 1	\$432.00
	S016902	ST008462		RACHAEL BALTHAZOR - BUYER 1	\$712.80
	S016902	ST008476	234728	RACHAEL BALTHAZOR - BUYER 1	\$1,188.00
	S016902	ST008500	234917	RACHAEL BALTHAZOR - BUYER 1	\$1,188.00
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$42.42
				PHONE CHARGES 5/23-6/22/16	\$58.37
PURCHASING TOTAL ****					\$3,621.59
Division:	213	INFORMATION TECHNOLOGY			
BERRY DUNN MCNEIL & PARKER, LLC	P056590	358182	234435	ERP CONSULTING SERVICES CONTRA	\$19,800.00
CASELLE INC	P056083	72896	234572	ANIMAL LICENSING MONTHLY LICEN	\$169.33
SHARESQUARED INC	P056322	2019	234937	SHAREPOINT ENVIRONMENT ASSISTA	\$2,800.00
SOFTWARE ONE INC	P056321	US-PSI-473483	234939	MICROSOFT ANNUAL MNTNC, 3rd AN	\$121,284.20
SOURCECODE NORTH AMERICA INC	P056580	INVSCNA484	234535	K2 Tech Support Annual Mntnc	\$7,208.33
TOTAL DATA SERVICE INC	P056577	211148	234776	TIVOLI-TAPE DRIVE ANNUAL RNWL,	\$15,577.90
WAGERS & ASSOCIATES INC	P056575	WA2920	234784	3 USER LICENSE ANNUAL RNWL HRS	\$295.00
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$244.42
INFORMATION TECHNOLOGY TOTAL ****					\$167,379.18
Division:	220	HUMAN RESOURCES			
ASSOCIATION OF WASHINGTON CITIES		43398	234635	AWC-CONF COURSES-ALLISON	\$200.00
HARRINGTON'S TROPHIES		75438	234580	RETIREMENT PLAQUE-NEALEY	\$71.68
		757474	234702	RETIREMENT PLAQUE-BRYANT	\$71.68
HYAS GROUP LLC		1757	234900	2Q 2016 COMP CONSULT FEE	\$8,500.00
		1758		1&2Q CONSULTING FEE-FIRE	\$3,000.00
MID COLUMBIA ENGINEERING INC	S016901	ST008455	234509	KRISTA LINGLE MULLEN - CLERICA	\$259.20
	S016901	ST008477	234728	KRISTA LINGLE MULLEN - CLERICA	\$648.00
	S016901	ST008494	234917	KRISTA LINGLE MULLEN - CLERICA	\$963.90
MOON, TAE-IM PHD		051016	234733	PSYCH EVALUATION-BRIAN	\$800.00
		051216		PSYCH EVALUATION-HEID	\$800.00
NORTHWEST PUBLIC POWER ASSOCIATION		16691	234515	AD-POWER ANALYST	\$110.00
PUBLIC SAFETY TESTING INC		PSTI2016-512	234752	POLYGRAPH EXAM AND REPORT	\$250.00
TAYLOR, JEFFERY M	P056423	2016 TUITION	234945	TUIT REIMB-CORRECTIONS & WESTE	\$1,125.00



City Of Richland

VL-1 Voucher Listing

From: 5/23/2016 To: 6/10/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TOTAL COLLISION AND INJURY CARE LLC		1089	234546	DOT PHYSICALS	\$300.00
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$70.42
YOURMEMBERSHIP.COM INC		R21930301	234796	AD-POWER ANALYST	\$259.00
HUMAN RESOURCES TOTAL ****					\$17,428.88
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
CITY OF RICHLAND		16-245 JENSEN	234805	16-245 CERB APP FOR DOE LAN	\$383.88
WASHINGTON CITIES INSURANCE AUTHORITY		RI-1630	234957	NOTARY BOND-KERWIN JENSEN	\$50.00
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$19.82
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$453.70
Division:	301	DEVELOPMENT SERVICES			
ABADAN INC		CNIN115688	234844	XEROX 6605 MAINT 04/23-5/22/16	\$116.64
CITY OF RICHLAND		16-231 JENSEN	234575	16-231 ASSOC OF WA PFD CONF	\$190.72
JENSEN, KERWIN			234585	16-231 ASSOC OF WA PFD CON	\$10.00
MENKE JACKSON BEYER LLP		04/2016-021	234726	DUANE SMITH SITE PLAN COMMENTS	\$4,808.01
TRI CITIES AREA JOURNAL OF BUSINESS		16383	234950	COMP PLAN AD-MAY	\$335.00
TRI CITY HERALD	S016931	02361033	234551	DETERMINATION OF NON-SIGNIFICA	\$74.86
	S016931	02379327		BOARD OF ADJUSTMENT PUBLIC HEA	\$42.02
	S016931	02379345		NOTICE OF DETERMINATION OF	\$174.27
	S016931	02388321		NOTICE OF DETERMINATION OF	\$67.62
	S016931	02396781		NOTICE OF PUBLIC HEARING RAN O	\$33.81
XEROX CORPORATION		084490083	234568	W7855 BASE CHR/PRINTS-APRIL	\$228.03
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$19.88
				PHONE CHARGES 5/23-6/22/16	\$109.48
DEVELOPMENT SERVICES TOTAL ****					\$6,210.34
Division:	302	REDEVELOPMENT			
XEROX CORPORATION		084490083	234568	W7855 BASE CHR/PRINTS-APRIL	\$104.34
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$19.51
				PHONE CHARGES 5/23-6/22/16	\$6.05
REDEVELOPMENT TOTAL ****					\$129.90
Division:	303	LIBRARY			
CASCADE NATURAL GAS CORP		05/15-61897100006	234657	NAT GAS 955 NRTHGT 04/18-05/18	\$177.58
ENVISION WARE INC		INV-US-25084	234885	MOBILE PRINT SUBSCRIPTION	\$725.00
HAWORTH INC	P056234	3000667807	234703	45TC-2472-LT4PCA, H-KA, HP-8J,	\$8,235.05
	P056234			VZAD-0000-R, TR-E, Elec Comp,	\$2.39
	P056234			VZEK-0R48-NNH, TR-E, Compose,	\$56.15
	P056234			VZEB-0000-2, Compose, Base Fee	\$92.71
	P056234			VZCE-5000-A, TR-E, Compose, Pa	\$134.75
	P056234			WUAC-WSG, Casgood, Grommet	\$186.68
	P056234			JTPL-3642-JYJYS, H-ED, HP-3E,	\$501.47



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HAWORTH INC	P056234	3000667807	234703	JLPD-0342-S1, TR-E, TR-E, LR-B	\$2,246.59
	P056234			TATA-4872-LJMNPG4N, H-KA, HP-K	\$8,145.65
	P056234			VZAR-0000, TR-E, Panel, Receipt	\$1.99
	P056234			1-0229, Installation Non-Hawor	\$4,952.16
	P056234	3000668407		SCM-44-OT, TR-FC, TR-7, TR-LE,	\$6,240.24
	P056234			SZTS-20-MX,3A-18, TR-E, Chair	\$306.71
	P056234			2377-8713, TR-E, Chair Arm, Ar	\$46.18
	P056234			SCM-44-OT, TR-FE, TR-7, TR-LE,	\$6,240.24
	P056234			SCM-44OT, TR-FN, TR-7, TR-LE V	\$6,240.24
	P056234	3000674469		SPLY-1542, H-KA, TR-KO, TR-LE,	\$2,181.17
IDENTISYS INC		296594	234485	PRINT RIBBONS	\$413.40
THE GALE GROUP INC		57940681	234542	BOOKS-4 TITLES	\$98.04
TRI CITY UNITED INC DBA		110209	234779	LIBRARY- MOVE CARTON/WARDROBE	\$3,452.66
UNIQUE MANAGEMENT SERVICES INC		427243	234557	COLLECTION SRVCS-APR	\$223.75
WASHINGTON STATE PATROL		116007646	234560	BACKGROUND CHECKS	\$72.00
XEROX CORPORATION		084490104	234568	W7225PT BASE CHR/PRINTS-APR	\$314.18
		084490105		W7225 BASE CHR/PRINTS-APR	\$138.40
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$147.39
LIBRARY TOTAL ****					\$51,572.77
Division:	330	PARKS & RECREATION ADMIN			
ENTERPRISE HOLDINGS INC		05/16-45WA423	234472	PARK TOUR ROE RENTAL VAN	\$115.97
PARKS & RECREATION ADMIN TOTAL ****					\$115.97
Division:	331	PARKS & REC - RECREATION			
CHALLENGER SPORTS CORP		SPRING 2016	234868	MINI KICKERS 4/04-5/23/16	\$660.00
FOSTER, CATHY I		MAY 2016	234695	FOOT CARE CLASSES-MAY	\$358.80
FRONTIER	S016938	06/16 2061882614	234696	TELEPHONE CHARGE 5/19/16-6/18/	\$187.13
MILLER, JO ANN		APRIL 2016	234511	DANCE INSTRUCTOR-APRIL	\$494.92
SZENDRE, JOLENE			234539	YOGA CLASS #10417-APRIL 2016	\$96.88
		MARCH 2016		YOGA CLASS #10416-MARCH 2016	\$337.42
TREASURE VALLEY COFFEE CO		106158	234949	RPD COFFEE DELIVERY	\$152.00
WHITE LOTUS ENTERPRISES		APRIL 2016	234962	KARATE INSTRUCTOR-APR 2016	\$358.96
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$36.31
				PHONE CHARGES 5/23-6/22/16	\$6.05
				PHONE CHARGES 5/23-6/22/16	\$94.00
PARKS & REC - RECREATION TOTAL ****					\$2,782.47
Division:	335	PARKS & REC - PARKS&FACILITIES			
ABM JANITORIAL NORTHWEST		9169307	234628	JANITORIAL SRVCS-CARPETS-APR	\$125.00
		9418668		JANITORIAL SRVCS-MAY	\$2,902.43
				JANITORIAL SRVCS-MAY	\$2,229.85
				JANITORIAL SRVCS-MAY	\$2,008.43



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ABM JANITORIAL NORTHWEST		9418668	234628	JANITORIAL SRVCS-MAY	\$790.53
				JANITORIAL SRVCS-MAY	\$639.43
				JANITORIAL SRVCS-MAY	\$432.80
				JANITORIAL SRVCS-MAY	\$414.00
		9421832		JANITORIAL-CITY POOL-APR	\$761.63
		9421834		JANITORIAL SRVCS-CARPETS-APR	\$85.00
AIR REPS LLC	S016894	0056278-IN	234845	FREIGHT	\$456.64
	S016894			BUSHING (SKX1-5/8), PART #2305	\$60.82
	S016894			SHEAVE (4B7.0 SK BUSHING) ALUM	\$644.00
	S016894			SHEAVE (4B16.0) ALUM	\$1,644.20
	S016894			BUSHING (SF X 1 11/16"), PART	\$152.04
	S016894			BEARING KIT PILLOW BLOCK, BALL	\$2,019.96
AIREFCO INC		3589020	234630	TRANSFORMERS	\$76.00
		3597077		CONTRACTOR/RATCHET/OVERHAUL	\$74.49
ARAMARK UNIFORM SERVICES INC	S016945	04/16-934962000	234851	LINEN CHARGES FOR APRIL 2016	\$325.02
BEAVER BARK & ROCK		745780	234801	CAPPUCCINO ROCK	\$37.99
		751392	234642	SOD	\$71.68
BECKWITH & KUFFEL INC	S016866	0308326	234428	FREIGHT	\$25.77
	S016866			CARWASH PUMP, TUTHILL 4104-A-7	\$464.81
C & E TRENCHING LLC	P055610	12088	234439	CONSTRUCT SHELTERBELT TRAIL SW	\$2,711.37
	P055610			TAX ADJUSTMENT	(\$0.01)
CITY OF RICHLAND		04/2016-24	234449	#24 LANDFILL FEES	\$2,030.65
COMPLETE CLEANING SYSTEMS		72679	234673	MACHINE SCRUB WAREHOUSE	\$175.00
CORRECT EQUIPMENT INC	S016807	32842	234877	CONTACTOR, MOTOR 220V/240V, PA	\$187.24
	S016807			FREIGHT	\$38.01
EWING IRRIGATION PRODUCTS INC		1366184	234688	RISER EXTENSION/RAINBIRD ROTOR	\$452.59
		1366185		RAINBIRD ROTARY	\$53.58
		1390628		PVC PIPE/COUPLING/NIPPLE/LID	\$473.19
		1435155	234886	SPORTLINE CHALK/TURFACE MOUND	\$774.75
		1443387		SLIP FIX/COUPLING/SLIDE REPAIR	\$134.66
FASTENAL COMPANY		WARIC56906	234690	CREDIT	(\$4.92)
		WARIC57061		32X1/2S/S FPHMS	\$5.68
FRONTIER	S016938	06/16 2061882614	234696	TELEPHONE CHARGE 5/19/16-6/18/	\$1,079.96
	S016938			TELEPHONE CHARGE 5/19/16-6/18/	\$30.70
GRAINGER	S016927	807998166-	234701	FLASHLIGHT HOLSTER ITEM #30C86	\$133.30
	S016927	9099685571		DRY-FILM HID CAPACITOR ITEM #5	\$204.02
	S016927	9100731521		CONTROL STOP KIT ITEM #2XU31	\$46.70
	S016952	9124015737	234894	REGULATOR KIT ITEM #15W925	\$107.08
IFM EFECTOR INC	S016914	21074829	234709	CABLE, IFM EFECTOR #EVC002	\$13.50
	S016914			PRESSURE TRANSMITTER, IFM EFEC	\$199.00
	S016914			FREIGHT AND INSURANCE	\$11.25



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
INLAND ASPHALT CO	P056641	2258219	234901	5/8 ASPHALTIC CONCRETE HOT MIX	\$14.39
IRRIGATION SPECIALISTS INC		1176731-01	234710	BUSH PVC 6X2	\$13.11
MCDONALD'S & ASSOCIATES INC		042516	234725	TOPSOIL-14 YDS	\$152.04
MILESTONES ATHLETIC SUPPLY INC		84689	234729	DOUBLE FIRST BASE	\$179.19
MOON SECURITY SERVICES INC		819727	234732	BASIC FIRE MONITORING	\$33.00
OLDCASTLE APG WEST INC DBA		110149715	234740	DIAMOND-BEVEL/CAP	\$1,182.43
		110149856		PALLET/BLOCK REFUND	(\$60.00)
		110149857		DIAMOND CAP 3" BUFF TAN	\$19.11
OXARC INC	08494PP	234742	CARBON DIOXIDE	\$190.05	
	09829PP		CO2	\$312.23	
	1025834		CO2	\$338.83	
	R411349		NITROGEN/OXYGEN/ARGON	\$133.96	
	R411352		CARBON DIOXIDE	\$103.01	
PERFECTION GLASS		9939648361	234747	GLASS REPLACEMENT	\$380.10
POOL CARE PRODUCTS INC		124184	234750	ALGACIDE	\$352.95
		125154		ACID	\$76.02
RENCH, CHRIS DBA	P055937	0277	234930	REPLACE DAMAGED TREE CIRCLE IN	\$12,489.00
REXEL INC DBA		J337290	234756	HFD 320	\$783.01
RICHLAND ACE HARDWARE		211291	234527	NIPPLE/BUSHING/COUPLE	\$51.72
		2113222	234758	SPRINKLER SHURB	\$31.24
		211343	234932	FASTENERS	\$4.76
		50585	234527	CLEANR SIMPLE GREEN	\$26.04
		510781	234758	TAPE MOUNT	\$19.52
		511231		BIBB HOSE/BUSHINGS/NIPPLE/BIT	\$27.73
		51128	234527	ALL N 1 ROSECARE	\$24.97
		511471	234758	EPOXYSIELD	\$43.43
		511651		EPOXYSIELD BSHIP GRY	\$43.43
		511691		FASTENERS	\$15.32
		512041		TIE DOWN/SIMPLE GREEN/SRAP	\$65.13
		512681		DAZZLE WEBSTER DUSTER	\$31.47
		512691		EPOXYSIELD/PAINTBRUSH	\$95.54
		512731		TROWEL	\$9.76
		512821		FASTENERS	\$12.97
		51302	234932	PAINTERS TOOLS/FASTENERS	\$70.72
		51310		SILLCOCK KEY/STEM/RING	\$15.49
		51311		ULTRA DAWN ANTIBACTERIAL	\$9.75
STONEWAY ELECTRIC SUPPLY	S016827	S101397434.001	234770	FREIGHT	\$233.33
	S016827			REPLACEMENT 4FT TRAY ASSEMBLY	\$2,528.21
	S016827			GLASS LENS, REPLACEMENT 4FT CL	\$2,814.91
	S016827			REPLACEMENT GASKET FOR 4FT TRI	\$182.45
	S016827			REPLACEMENT SCREWS, DESIGNPLAN	\$58.64



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
STONeway ELECTRIC SUPPLY		S101624149.001	234770	ADVANCE IFC	\$27.30
		S101627052.001		PHILLIPS METAL HALIDE LAMP	\$171.48
		S101629304.01		INTERMATIC K4021C	\$18.97
THE DRAIN SURGEON		34692	234772	SNAKE LINE-COLUMBIA PLAYFIELDS	\$146.61
		34811		SNAKE LINE - NEWTON ST STATION	\$146.61
		34873		703 BLDG - FIXED LEAK	\$163.99
THE PERSONAL TOUCH CLEANING INC		62066	234773	JANITOR SERVICES-BLDG 100-APR	\$3,010.03
		62067		JANITOR SERVICES-BLDG 200-APR	\$852.45
		62068		JANITOR SERVICES-BLDG 300-APR	\$660.75
		62120		JANITOR SERVICES-RCC-APR	\$5,283.38
		62121		JANITOR SERVICES-LIBRARY-APR	\$4,828.11
TRI CITIES BATTERY & AUTO REPAIR		111093	234549	12V 8AH SLA	\$50.02
WESMAR COMPANY INC	S016888	227430	234562	FREIGHT	\$113.12
	S016888			ON LINE CLOSED LOOP CLEANER, 2	\$418.11
	S016888			STABROM 909, 3/50 LB PAILS	\$790.07
	S016888			SAVERITE CTT 6214, 5/130 LB DR	\$1,729.46
WILBUR ELLIS COMPANY	S016903	9913842	234792	RANGER PRO 2.5 JUGS	\$180.38
	S016903			R-11 2.5 JUGS	\$304.08
	S016903			INPLACE 2.5 JUGS	\$323.09
	S016903			PENDULUM - AQUACAP 2.5 JUGS	\$445.26
	S016903			FOUNDATION 2.5 JUGS	\$1,107.72
	S016911	9931493		FOUNDATION 2.5 GAL JUGS	\$2,215.44
	S016911			INPLACE 2.5 GAL JUGS	\$484.63
	S016911			R-11 2.5 GAL JUGS	\$456.12
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$95.38
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$72,431.34
Division:	900	NON-DEPARTMENTAL			
ARBAUGH & ASSOCIATES INC		1528	234423	ARBAUGH CONTRACT FEES-MAR'16	\$1,470.00
CITY OF PASCO	P056274	M041916-2	234574	COP-ANNUAL ANIMAL CONTROL SERV	\$358.44
	P056274	M051216		COP-ANNUAL ANIMAL CONTROL SERV	\$20,301.91
DEPARTMENT OF HUMAN SERVICES		1ST QTR 2016	234467	1ST QTR LIQUOR TAXES & PROFITS	\$3,700.89
EAST OREGONIAN PUB CO		484161604	234470	E.OREGONIAN ADS-TOURISM-APR	\$345.00
THE OBSERVER		2338310	234543	THE OBSERVER-TRSM-APR	\$635.00
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$42.38
NON-DEPARTMENTAL TOTAL ****					\$26,853.62
GENERAL FUND Total ***					\$493,614.87
FUND	101	CITY STREETS			
Division:	401	STREETS MAINTENANCE			
ADVANCED SIGNAL & CONTRACTING LLC	P056301	2467	234419	RAILROAD CROSSING INSPECTIONS-	\$320.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED SIGNAL & CONTRACTING LLC	P056301	2467	234419	C/O #1 CROSSING IN FLASH REPLA	\$418.11
AMERICAN ROCK PRODUCTS INC	P056642	272067	234849	5/8" MINUS TOP COURSE 6	\$100.72
	P056642	272068		ENVIRONMENTAL FEE	\$2.17
	P056642			5-1/2 SACK CONCRETE MIX, 3/4	\$195.48
	P056638	272256		ADJUST TAX	(\$0.02)
	P056638			5-1/2 SACK CONCRETE MIX, 3/4	\$268.79
	P056638			ENVIRONMENTAL FEE	\$2.99
BEAVER BARK & ROCK		749256	234801	CONCRETE	\$158.85
BENTON PUD		05/16 72866300000	234433	WYE LIGHTS-BADGER REPEATER	\$59.32
CENTRAL HOSE & FITTINGS INC		433869	234445	HOSE PARTS/CRACK SEALER	\$141.60
CENTRAL MANUFACTURING INC	P056643	1930	234866	1/2 HMA PG 64-28	\$258.03
FRONTIER	S016938	06/16 2061882614	234696	TELEPHONE CHARGE 5/19/16-6/18/	\$55.51
	S016938			TELEPHONE CHARGE 5/19/16-6/18/	\$30.71
HERTZ EQUIPMENT RENTAL CORP		28615226-001	234484	LIQUID PROPANE	\$24.26
		28616986-001		LIQUID PROPANE	\$19.50
		28616996-001		LIQUID PROPANE	\$47.66
		28619376-001		LIQUID PROPANE	\$47.23
		28621574-001		LIQUID PROPANE	\$56.33
		28625144-001		LIQUID PROPANE	\$45.07
		28625528-001		LIQUID PROPANE	\$27.74
		28627196-001	234706	LIQUID PROPANE	\$61.97
		28629510-001		LIQUID PROPANE	\$71.50
		28631950-001		LIQUID PROPANE	\$60.66
		28634220-001		LIQUID PROPANE	\$65.87
		28636631-001	234898	LIQUID PROPANE	\$52.43
		28636675-001		LIQUID PROPANE	\$97.92
		28639972-001		LIQUID PROPANE	\$39.43
		28642871-001		LIQUID PROPANE	\$80.59
		28644545-001		LIQUID PROPANE	\$37.26
		28645241-001		LIQUID PROPANE	\$83.20
		28646047-001		LIQUID PROPANE	\$45.93
		28649018-001		LIQUID PROPANE	\$66.30
INLAND ASPHALT CO	P056641	2247722	234901	5/8 ASPHALTIC CONCRETE HOT MIX	\$130.08
	P056641	2247729		ADJUST FOR TAX	(\$0.01)
	P056641			5/8 ASPHALTIC CONCRETE HOT MIX	\$40.87
	P056641	2249227		5/8 ASPHALTIC CONCRETE HOT MIX	\$70.80
	P056641	2250732		5/8 ASPHALTIC CONCRETE HOT MIX	\$128.35
	P056641	2252496		5/8 ASPHALTIC CONCRETE HOT MIX	\$59.86
	P056641	2258219		5/8 ASPHALTIC CONCRETE HOT MIX	\$164.04
	P056641			5/8 ASPHALTIC CONCRETE HOT MIX	\$57.56
	P056641	2260564		5/8 ASPHALTIC CONCRETE HOT MIX	\$230.23



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		359506	234715	FUSE	\$6.56
RICHLAND ACE HARDWARE		211369	234932	POSTHOLE DIGGER/PRY BAR	\$81.43
SPECIAL ASPHALT PRODUCTS INC	S016905	INVC070963	234942	ADJUST TAX	\$0.01
	S016905			DES MANAGEMENT FEE	\$318.39
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$24.21
STREETS MAINTENANCE TOTAL ****					\$4,355.49
CITY STREETS Total ***					\$4,355.49
FUND 112	INDUSTRIAL DEVELOPMENT FUND				
Division:	305	ECONOMIC DEVELOPMENT			
ARBAUGH & ASSOCIATES INC		1528	234423	ARBAUGH CONTRACT FEES-MAR'16	\$150.00
RGW ENTERPRISES PC	P056316	04/16-CITY HALL	234757	PROJECT MANAGEMENT AND ENGINEE	\$400.00
	P056316	04/16-CWCP		PROJECT MANAGEMENT AND ENGINEE	\$3,430.00
	P056316	04/16-DOE TXFR		PROJECT MANAGEMENT AND ENGINEE	\$900.00
	P056316	04/16-FRMR SHOPS		PROJECT MANAGEMENT AND ENGINEE	\$200.00
	P056316	04/16-HR RESIDENT		PROJECT MANAGEMENT AND ENGINEE	\$500.00
	P056316	04/16-HRBC		PROJECT MANAGEMENT AND ENGINEE	\$2,195.00
	P056316	04/16-LRF		PROJECT MANAGEMENT AND ENGINEE	\$1,500.00
	P056316	04/16-PROJ DOMINO		PROJECT MANAGEMENT AND ENGINEE	\$1,780.00
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$26.88
ECONOMIC DEVELOPMENT TOTAL ****					\$11,081.88
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
JUB ENGINEERS INC	P056376	101179	234908	STEPTOE-TAPTEAL INTERSECTION-S	\$2,583.00
SHANNON & WILSON INC		8022	234531	HR INDUST-PHASE II-SAMPLING	\$2,691.78
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$5,274.78
INDUSTRIAL DEVELOPMENT FUND Total ***					\$16,356.66
FUND 117	CRIMINAL JUSTICE SALES TAX				
Division:	131	CJST POLICE ACTIVITY			
911 SUPPLY LLC	P056524	40169	234625	TAX	\$38.52
	P056524			SHIPPING	\$13.00
	P056524			5.11 TACTICAL TPT R7 14	\$144.98
DAY MANAGEMENT CORPORATION DBA	P056465	579624	234678	QUICK RELEASE SLIDE FOR KEYBOA	\$55.11
	P056465			HEAVY DUTY COMPUTER MONITOR &	\$255.21
	P056465			8.5" HEAVY DUTY TELESCOPING PO	\$135.75
	P056465			RUGGED IN-VEHICLE KEYBOARD	\$473.40
	P056465			ADJUST FOR TAX	\$0.01
	P056465			TABLET INSTALLATION -LABOR	\$488.70
	P056465			DOCKING STATION WITH TRIPLE HI	\$930.92



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DAY MANAGEMENT CORPORATION DBA	P056465	579624	234678	MISC INSTALLATION SUPPLIES -LA	\$38.01
JUDGE, DARRYL		16-230 JUDGE	234589	16-230 WARRANT SERVICE	\$83.16
NASH, CALVIN IV		ACADEMY MILEAGE	234982	BASIC LAW ENFORC ACAD MILEA	\$231.12
PROFORCE MARKETING INC DBA	P056485	271561	234523	11003 X26P TASER YLW CLASS III	\$2,967.22
	P056485			22010-TSR PERFORMANCE POWER MA	\$179.68
	P056485			11054 TSR HLST X26P BLACKHAWK	\$175.57
	P056485	273073		11004-TSR-WA TSR X26P 4 YR EXT	\$905.56
CJST POLICE ACTIVITY TOTAL ****					\$7,115.92
CRIMINAL JUSTICE SALES TAX Total ***					\$7,115.92
FUND 150	HOTEL/MOTEL FUND				
Division:	307	HOTEL/MOTEL TAX			
TRI CITIES VISITOR & CONVENTION BUREAU		154667	234550	TCVCB MONTHLY DUES-APR'16	\$16,850.53
HOTEL/MOTEL TAX TOTAL ****					\$16,850.53
HOTEL/MOTEL FUND Total ***					\$16,850.53
FUND 151	SPECIAL LODGING ASSESSMENT				
Division:	339	TOURISM PROMOTION AREA			
TRI CITIES VISITOR & CONVENTION BUREAU		APR 2016	234550	SPECIAL LODGING ACCESS APR'16	\$31,480.66
TOURISM PROMOTION AREA TOTAL ****					\$31,480.66
SPECIAL LODGING ASSESSMENT Total ***					\$31,480.66
FUND 153	COMMUNITY DEV BLOCK GRANT				
Division:	308	CDBG PROGRAM			
TU DECIDES MEDIA INC		2016-24465	234556	CDBG SUB. AMEND	\$150.00
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$6.05
				PHONE CHARGES 5/23-6/22/16	\$6.34
CDBG PROGRAM TOTAL ****					\$162.39
COMMUNITY DEV BLOCK GRANT Total ***					\$162.39
FUND 154	HOME FUND				
Division:	309	HOME PROGRAM			
TRI CITY HERALD	S016931	0241553	234551	NOTICE OF FINDING OF NO	\$265.64
TRI CITY TITLE & ESCROW		16-05	234553	HOME DPA/GARETT 905 THAYER	\$10,000.00
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$6.34
HOME PROGRAM TOTAL ****					\$10,271.98
HOME FUND Total ***					\$10,271.98
FUND 301	STREETS CAPITAL CONSTRUCTION				
Division:	402	ARTERIAL STREETS			



City Of Richland

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From: 5/23/2016 To: 6/10/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BERGER ABAM ENGINEERS INC	S054546	314848	234858	DUPORTAIL BRIDGE -	\$106,669.56
FINANCIAL CONSULTING SOLUTION GROUP	P056415	2513-21605019	234891	DUPORTAIL BRIDGE-TIGER GRANT	\$1,990.00
FOSTER PEPPER PLLC	P056564	1133167	234476	CENTER PARKWAY EXTENSION - LEG	\$287.50
	P056578	1133175		CENTER PARKWAY EXTENSION - LEG	\$115.00
INLAND ASPHALT CO	P056641	2252496	234901	5/8 ASPHALTIC CONCRETE HOT MIX	\$28.78
	P056641	2262641		5/8 ASPHALTIC CONCRETE HOT MIX	\$808.11
	P056641			5/8 ASPHALTIC CONCRETE HOT MIX	\$725.23
JUB ENGINEERS INC	P056428	101184	234908	DUPORTAIL BRIDGE - CID REVIEW:	\$2,709.68
MICHAEL TERRELL-LANDSCAPE ARCHITECTURE, PLLC	P055904	2567	234508	DUPORTAIL EXTENSION & RECNST L	\$658.13
	P055904			DUPORTAIL EXTENSION & RECNST L	\$658.12
	P055904	2596	234916	AMENDMENT 1- ADDITIONAL SERVIC	\$186.88
	P055904			AMENDMENT 1- ADDITIONAL SERVIC	\$186.87
SPECIAL ASPHALT PRODUCTS INC	S016905	INVC070963	234942	CRACK SEALER, NUVO ELITE "B",	\$43,026.61
TERRA SCULPTURE	P056571	1601	234541	JOY SCULPTURE, WEATHERED STEEL	\$1,975.00
	P056571			SHIPPING TO RICHLAND	\$150.00
	P056570	1602		KISMET SCULPTURE, STAINLESS ST	\$3,450.00
	P056570			SHIPPING TO RICHLAND	\$300.00
	P056570			KISMET SCULPTURE, WEATHER STEE	\$1,800.00
TRI CITY HERALD	S016931	02371011	234551	CALL FOR BID "2016 ASPHALT	\$265.22
	S016931	02403375		CALL FOR BID "DUPORTAIL STREET	\$254.33
ARTERIAL STREETS TOTAL ****					\$166,245.02
STREETS CAPITAL CONSTRUCTION Total ***					\$166,245.02
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
D & D TRI RIVERS EXCAVATING INC	P055897	C214-15/RETAINAGE	234676	CONSTRUCT TRAILHEAD PARK PARKI	\$8,300.21
HARRINGTON'S TROPHIES		75451	234702	LASER ON PARK BENCH PLATES	\$222.63
		75479		LASER ON PARK BENCH PLATES	\$9.78
JOB'S NURSERY		I-95508	234711	PEAR/DOGWOOD/OAK/MAPLE/ASH	\$3,745.61
NORTHWEST PLAYGROUND EQUIPMENT INC	P056472	39574	234739	MC102, ROUND MOUNTING PLATE	\$62.99
	P056472			SP310, ROUND POST PACKAGE, IN	\$660.29
	P056472			10193, ARMS ON SWING SEAT (GRE	\$797.12
	P056472			15653, 6' BENCH SEAT WITH BACK	\$914.41
	P056472			FREIGHT	\$2,287.52
	P056472			SP400R, 6' ESTATE MEMORIAL BENC	\$6,248.84
	P056472			LINEN CHARGES FOR MARCH, 2016	(\$694.69)
ROTO ROOTER	P056631	619741	234936	PUMP OUT SEPTIC SYSTEM AT THE	\$553.86
	P056631	643101		PUMP OUT SEPTIC SYSTEM AT THE	\$380.10
	P056631	653287		PUMP OUT SEPTIC SYSTEM AT THE	\$380.10
PARKS & REC PROJECTS TOTAL ****					\$23,868.77



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PARK PROJECT CONSTRUCTION Total ***					\$23,868.77
FUND 385	GENERAL GOVT CONSTRUCTION				
Division:	900	NON-DEPARTMENTAL			
DAILY JOURNAL OF COMMERCE	S016929	3313073	234677	RFQ CITY HALL PROJECT #16-0062	\$143.00
NON-DEPARTMENTAL TOTAL ****					\$143.00
GENERAL GOVT CONSTRUCTION Total ***					\$143.00
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
ANIXTER INC	P056493	3195675-01	234633	CLAMP WEDGE 2-6 ACSR SERVICE,	\$271.50
	P056493			INSULATOR STRAIN 78"FIBERGLASS	\$683.96
ESSEX GROUP INC	P056534	4251382	234686	LUBRICANT, SILICONE, DOW #4	\$832.20
GENERAL PACIFIC INC	P056418	1256548	234479	FEED-THRU, 15KV, 200A	\$1,797.11
KDL HARDWARE SUPPLY INC	P056533	589871	234909	ADJUST FOR TAX	\$0.03
	P056533			PADLOCK, AMERICAN 5560	\$1,344.00
PLASTIC DIP MOLDINGS INC	P056536	85175	234927	XFMR, BUSHING COVER, PDM4227	\$1,021.20
	P056536			ADJUST FOR TAX	\$0.01
RETAIL ACQUISITION & DEVELOPMENT	P056554	25481680	234755	SHIPPING & HANDLING	\$2.17
	P056554			BATTERY MOTO HT1000 NTN7144C,	\$1,302.77
WESCO DISTRIBUTION INC	P056447	688907	234958	CUTOUT 100 AMP LOADBREAK 15KV	\$12,689.10
	P056447	691480		ADJUST FOR TAX	(\$0.01)
	P056447			ARRESTER, RISER POLE, METAL	\$2,115.90
	P056447			CLAMP, HOTLINE BRONZE HUBBELL	\$1,164.74
	P056447			CLAMP DEADEND, AUTO 4-1/0 ACSR	\$1,006.72
	P056447			CLAMP DEADEND, BOLTED, #6-3/0,	\$169.42
	P056447	691481		STIRRUP 1/0-397.5 ACSR,	\$761.50
	P056447	693245		ARRESTER, RISER POLE, METAL	\$485.62
	P056447	694067		ARRESTER DISTRIBUTION METAL OX	\$1,301.90
	P056447	696038		CLAMP AL HOT LINE 4/0-336 ACSR	\$1,113.15
	P056447			CLAMP DEADEND, AUTO, 2/0 CU,	\$411.87
	P056447			ADJUST FOR TAX	(\$0.01)
	P056447			CUTOUT/ARRESTER BRACKET 48"L	\$4,160.74
TOTAL ****					\$32,635.59
Division:	501	BUSINESS SERVICES			
ARBAUGH & ASSOCIATES INC		1528	234423	ARBAUGH CONTRACT FEES-MAR'16	\$840.00
CITY OF RICHLAND		16-186 HAMMOND	234575	16-186 NWPPCONF/HAMMOND/051	\$863.76
		16-248 LARKIN	234973	16-248 NEMS MTG/LARKIN/0531	\$403.14
FEDERAL EXPRESS CORP		5-430-90924	234889	OVERNIGHT MAIL	\$6.10
FRONTIER	S016938	06/16 2061882614	234696	TELEPHONE CHARGE 5/19/16-6/18/	\$90.15



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UNITED PARCEL SERVICE	S016932	000986641216	234558	GROUND PKG TO ITRON SERVICE FO	\$5.71
	S016953	000986641236	234955	7 GROUND PKGS TO HJ ARNETT FOR	\$85.91
	S016953			GROUND PKG TO HJ ARNETT FOR PO	\$5.55
	S016953			WEIGHT CORRECTION FOR 3 PKGS T	\$25.93
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$52.93
				PHONE CHARGES 5/23-6/22/16	\$122.31
				PHONE CHARGES 5/23-6/22/16	\$53.67
				PHONE CHARGES 5/23-6/22/16	\$100.83
				PHONE CHARGES 5/23-6/22/16	\$116.97
BUSINESS SERVICES TOTAL ****					\$2,772.96
Division:	502	ELECTRICAL ENGINEERING			
CABLE HUSTON BENEDICT HAAGENSEN & LLOYD LLP	P056441	368566	234440	Easement and Property Rights	\$741.25
DAILY JOURNAL OF COMMERCE	S016940	3313527	234879	RFQ ENG SVCE POWER SUBSTN RAN	\$151.80
STONEWAY ELECTRIC SUPPLY	P056531	S101615710.001	234943	SOFTWARE SUPPORT, LITE SINGLE	\$309.51
TRI CITY HERALD	S016931	02389900	234551	ITB "POWER TRANSFORMER: 16-004	\$121.10
WASHINGTON CITIES INSURANCE AUTHORITY		101371	234957	115KV TRANSMISSION BOND	\$100.00
ELECTRICAL ENGINEERING TOTAL ****					\$1,423.66
Division:	503	POWER OPERATIONS			
A CORE INC		35767	234418	C262-15-CONCRETE CUTTING	\$162.90
ANIXTER INC	S016876	3195410-00	234422	HEAT SHRINK FOR 1/O CABLE,	\$123.80
	S016876			FERRULE FOR 1/O CABLE, HASTING	\$291.27
BC SALES CO INC		B412681	234641	SAFETY GLASSES -ARMER	\$37.96
BEAVER BARK & ROCK		740859	234801	LAVA ROCK	\$81.42
		740879		LAVA ROCK	\$81.42
		743634	234642	2106 GWW VOUCHERS	\$80.00
		749256	234801	CONCRETE	\$119.14
		753013	234854	COMPOST SOIL	\$65.13
BENTON PUD	S016923	05/16 6394706087	234646	SWITCH GEAR RING	\$2,117.05
		05/16 72866300000	234433	WYE LIGHTS-BADGER REPEATER	\$13.77
	S016909	05/16-6394706087	234646	SWITCH GEAR RING	\$2,117.05
BOYD'S TREE SERVICE LLC	P056239	4543	234437	TREE PRUNING SERVICE FROM	\$7,267.88
	P056239	4572	234648	TREE PRUNING SERVICE FROM	\$7,004.16
	P056239	4575	234860	TREE PRUNING SERVICE FROM	\$6,284.53
CITY OF RICHLAND		04/2016-1901	234662	#1901 DROP BOX DISP/HAULING	\$477.03
		04/2016-28		#28 RHLD COMM TONS	\$34.23
		05/2016-1901		#1901 DROP BOX DISP/HAULING	\$877.54
ELECTRICAL MATERIALS COMPANY	S016818	348811	234884	UNDERGROUND 15KV SERVICE RESTO	\$2,250.00
	S016818			FREIGHT	\$170.40
FASTENAL COMPANY		WARIC56487	234690	SAFETY GLASSES	\$37.62
		WARIC56613		SAFETY GLASSES	\$37.62



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FASTENAL COMPANY		WARIC56622	234690	SAFETY GLASSES	\$40.64
		WARIC56624		SAFETY GLASSES	\$70.70
		WARIC56872		ANCHORS/BITS	\$39.73
INLAND ASPHALT CO	P056641	2247722	234901	5/8 ASPHALTIC CONCRETE HOT MIX	\$115.12
	P056641	2253860		5/8 ASPHALTIC CONCRETE HOT MIX	\$70.22
	P056641	2260564		5/8 ASPHALTIC CONCRETE HOT MIX	\$54.68
KELLEY'S TELE-COMMUNICATIONS INC	P056120	022405012016	234717	AFTER HOURS EMERGENCY CALL SVC	\$200.00
L&M TRUCK SALES INC		53477	234911	BUCKET RENTAL 04/17-05/16/16	\$3,103.65
NESCO LLC	S016825	P006845	234738	HYDRAULIC CAPSTAN WINCH ASSEMB	\$5,406.84
	S016825			FREIGHT	\$116.09
OXARC INC		F334032	234742	FIRE EXT TRAINING	\$780.29
PARADISE BOTTLED WATER CO		04/16-POWER OPS	234744	BOTTLED WATER-APRIL	\$50.80
PARAMOUNT COMMUNICATIONS INC	P055526	31510	234923	TASK 4 - GARDEN PARK NOS 1 AND	\$9,708.84
PREMIER LANDSCAPING & DESIGN	S016885	9741	234830	DELIVERING AND INSTALLING 200	\$448.20
RICHLAND ACE HARDWARE		2112642	234758	UNIVERSAL PURE GOLD	\$9.22
		510411		COUPLING/CLAMP	\$8.85
		51331	234932	GRASS SEED	\$130.28
		51350		TEE INSERT/ADAPTR/WIRES/PIPE	\$41.75
		51351		TEE INSERT/ADAPTR/WIRES	\$13.29
		51372		GRASS SEED/COUPLE/CLAMP	\$24.65
TYNDALE ENTERPRISES INC	P056096	1075229	234782	FIRE RETARDANT CLOTHING-2016	\$1,634.08
POWER OPERATIONS TOTAL ****					\$51,799.84
Division:	504	SYSTEMS DIVISION			
ALLAN ELECTRIC INC	S016891	39551	234631	ELECTRICAL WORK AT 2533 VAN GI	\$1,848.79
ARES CORPORATION	P056486	6730301-01	234424	AMENDMENT #1 REVISED EXHIBT A	\$34,519.50
BENTON COUNTY TREASURER	P056613	2016 LESLIE RD	234645	PROPERTY TAXES PARCEL NO. 1-11	\$997.14
OXARC INC		05645PP	234742	NITROGEN CYLINDER	\$41.65
		R405335		CYLINDER RENTAL-APR	\$63.69
		R411351		CYLINDER RENTAL-APR	\$61.79
RICHLAND ACE HARDWARE		508111	234758	GRAFITTI REMOVER	\$10.85
		511351		KEY RING C-CLIP	\$5.20
STONEWAY ELECTRIC SUPPLY		S101636314.001	234943	MTR BASE/BOLTS/NUTS/WSHR	\$421.63
SYSTEMS DIVISION TOTAL ****					\$37,970.24
Division:	505	ENERGY POLICY MGMT			
AIR TIGHT REMODELING		170-246	234629	1631 HORN-REBATE-WINDOWS	\$87.00
APOLLO SHEET METAL INC		260058-162123	234850	1017 MOONSTONE-REBATE-HP	\$1,000.00
BENTON COUNTY AUDITOR/WEATHERWISE	P056566	181600 LIEN	234429	C JUERGENS-RECORD LIEN; AC# 18	\$73.00
	P056566	291420 LIEN		G JUDSON-RECORD LIEN; AC# 2914	\$73.00
BENTON PUD		05/16-3287762373	234857	ELECTRIC SRVCS 04/19-05/21/16	\$493.43
BRUCE INC		16-0256.2	234861	235 WALLACE-REBATE-HP	\$1,000.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		281180	234450	1304 WILLIAMS BLVD-REBATE-WIN	\$273.24
		351040		1631 DAVISON-REBATE-HP	\$1,000.00
		353220-2		1907 HOWELL-REBATE-INS	\$140.70
		641680		1118 MCMURRAY-REBATE-WIN	\$722.23
CLEARRESULT CONSULTING	P056192	087558	234871	DUCTLESS HEAT PUMP PROGRAM	\$400.00
DAYCO HEATING & AIR		48282	234881	2650 SANDSTONE-REBATE-HP	\$1,000.00
		48284		2315 BELLMEADE-REBATE-HP	\$1,000.00
ELECTRICAL SOLUTIONS LLC		09ES11128FY2016	234471	350 COLUMBIA PT DR-REBATE-LIGH	\$4,015.00
GLASS NOOK INC		41681	234481	2059 HUDSON-REBATE-WINDOWS	\$466.62
	P056459	72111	234699	EE LOAN: H MITHCELL, 1304 WILL	\$4,845.80
IWI INC		81849	234488	1108 TORBETT-REBATE-INSULATION	\$354.75
JACOBS & RHODES INC		36103	234903	545 MEADOWS DRIVE S-REBATE-HP	\$1,000.00
		36139	234489	1506 SANFORD-REBATE-HP	\$1,000.00
M CAMPBELL & COMPANY INC	P056436	69177	234978	EE LOAN: N SCHOEMAKER, 375 WRI	\$10,799.18
		71682	234506	1505 DE PALMA CT-REBATE-HP	\$1,000.00
		71774	234913	505 MEADOWS DR S-REBATE-HP	\$1,000.00
		71776		1521 BUTTERNUT-REBATE-HP	\$1,000.00
		71944		1603 MCPHERSON-REBATE-HP	\$1,000.00
		72178		150 BREMMER-REBATE-HP	\$1,000.00
		72400		1635 LARKSPUR-REBATE-HP	\$1,000.00
		72509		567 SAINT-REBATE-HP	\$1,000.00
		72957		1210 BIRCH-REBATE-HP	\$1,000.00
MISSION SUPPORT ALLIANCE LLC		09ES-11128-FY2016	234512	2890 HORN RAPIDS RD-REBATE	\$41,300.00
NW INTERGOVERNMENTAL ENERGY SUPPLY	P056589	330	234516	RENEWABLE POWER STRATEGIES	\$5,967.50
TOTAL ENERGY MANAGEMENT INC		55085WWR	234948	725 REDWOOD-REBATE-HP/PTCS	\$1,250.00
		55225WWR	234777	1317 SANDFORD-REBATE-HP/PTCS	\$1,250.00
		55269WWR	234948	1117 WINSLOW-REBATE-HP/PTCS	\$1,250.00
		55274WWR		145 BREMMER-REBATE-HP/PTCS	\$1,250.00
ENERGY POLICY MGMT TOTAL ****					\$90,011.45
Division:	506	TECHNICAL SERVICES			
FASTENAL COMPANY		S4484491.002	234690	SCREWS/WASHERS	\$13.48
		S4484491.002 CRED		SCREWS/WASHERS	(\$13.48)
		S4484491-002	234691	SCREWS/WASHERS	\$13.48
		WARIC56347	234690	CHAIR TOOL BAGS	\$228.03
		WARIC56945		HEX KEYS	\$15.19
GRAINGER	S016952	9122618334	234894	POWER BIT ITEM #2MRR9	\$13.31
HARRINGTON'S TROPHIES		75504	234702	RETIRMNT PLAQUE-NEALEY CORRECT	\$40.19
TECHNICAL SERVICES TOTAL ****					\$310.20
ELECTRIC UTILITY FUND Total ***					\$216,923.94
FUND	402	WATER UTILITY FUND			



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 000					
BADGER METER INC	S016877	1095411	234637	TAX ADJUSTMENT	\$0.01
	S016877			WATER METER BRONZE DISC 1-1/2"	\$18,912.21
	S016877			WATER METER BRONZE DISC, 2",	\$28,018.19
	S016877	1095621		METER,WATER BRONZE DISC, 1",	\$14,750.14
	S016877	1097491		METER,WATER BRONZE DISK, 3/4,	\$22,125.21
HD FOWLER COMPANY INC	P056380	C385956	234897	CREDIT FOR WRONG METER BOXES F	(\$3,222.01)
	P056380	I4193663		VALVE CURB STOP, 2" CTS PACK	\$534.53
	P056380			VALVE CORP STOP 2" MIP X CTS	\$566.63
	P056380			COUP MIP X CTS PACK JOINT, 2"	\$905.29
	P056380			COUP CTS X GALV PKJNT 1 X 3/4"	\$72.54
	P056380			VALVE CURB STOP, 1" CTS QUICK	\$1,589.69
	P056380			ELBOW CTS PACK JOINT, 2"	\$1,885.73
	P056380			METER,ADAPTER 3/4" X 1" METER	\$2,919.17
	P056380			ANGLE METER COUPLING, 1" METER	\$3,015.60
	P056380			COUP MIP X CTS QUICK JNT, 1"	\$199.93
	P056380			VALVE CURB STOP, 1" FIPT,	\$319.23
	P056380			COUP CTS QUICK JOINT 3/4" X 1"	\$508.25
	P056380			COUP MIP X CTS PACK JNT 1-1/2"	\$311.03
	P056380			COUP FIP X CTS PACK JNT 1-1/2"	\$248.42
	P056380			COUP FIP X CTS PACK JOINT, 2"	\$177.40
	P056380			COUP FIP X CTS QUICK JNT, 1"	\$51.31
	P056380			COUPLING CTS QUICK JOINT, 1"	\$166.70
	P056380			ADJUST FOR TAX	\$0.01
	P056380			ELBOW MIP X CTS PACK JNT, 2"	\$181.49
	P056380			ANGLE BALL METER VALVE 1",	\$9,171.27
	P056380	I4209852		METER BOXES FOR STOCK, INVOICE	\$3,150.40
UNASSIGNED TOTAL****					\$106,558.37
Division: 410 WATER CAPITAL PROJECTS					
AMERICAN ROCK PRODUCTS INC	P056638	272256	234849	ENVIRONMENTAL FEE	\$1.36
	P056638			5-1/2 SACK CONCRETE MIX, 3/4	\$122.18
BRANOM INSTRUMENT CO	S016899	566974	234438	G3 OPERATOR INTERFACE PANEL LC	\$2,538.31
	S016899			FREIGHT	\$17.76
	S016899			ADJUST TAX	(\$0.01)
BUILDERS HARDWARE & SUPPLY CO INC	S016672	S3446688.004	234862	ACCESS CONTROL & CONDUIT WORK	\$1,663.37
LINDSAY SALES HOLDING COMPANY DBA	P052094	6113	234502	HORN RAPIDS IRRIGATION PUMP	\$1,510.00
STEEBER'S LOCK SERVICE		272866	234769	INSTALL LOCK ON GATE	\$410.51
WATER CAPITAL PROJECTS TOTAL****					\$6,263.48
Division: 411 WATER ADMINISTRATION					
ARBAUGH & ASSOCIATES INC		1528	234423	ARBAUGH CONTRACT FEES-MAR'16	\$540.00



City Of Richland

VL-1 Voucher Listing

From: 5/23/2016 To: 6/10/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RH2 ENGINEERING INC	P056226	64956	234526	WATER HYDRAULIC MODELING ON-CA	\$1,762.36
	P055760	64957		WATER SYSTEM PLAN-2015: #180-	\$21,600.24
WATER ADMINISTRATION TOTAL****					\$23,902.60
Division:	412	WATER OPERATIONS			
ARAMARK UNIFORM SERVICES INC	S016945	04/16-934962000	234851	LINEN CHARGES FOR APRIL 2016	\$45.71
BENTON FRANKLIN HEALTH DISTRICT		8019	234432	WATER SAMPLES	\$2,830.00
BENTON RURAL ELECTRIC ASSOCIATION		04/16-38510	234434	KENNEDY BOOSTER STATION	\$1,982.03
BUILDERS HARDWARE & SUPPLY CO INC		S3485285.001	234652	BHS ACCESS CONTROL-KEYPAD	\$1,791.57
EFC EQUIPMENT LLC		55665	234883	FUEL CAP/PUMP/WEEDER SPOOL	\$30.38
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	P055802	93130902	234685	GIS CONSULTING SERVICES TO ASS	\$890.50
FIELD INSTRUMENTS & CONTROLS INC		161884	234890	SCIENTIFIC DISPLAY/KEYPAD-WTP	\$149.71
KEMIRA WATER SOLUTIONS INC	S016702	9017500048	234718	ANNUAL PO FOR THE PURCHASE OF	\$13,953.24
LAB/COR INC		160483-2755	234720	WATER SAMPLES	\$700.00
MEASUREMENT TECHNOLOGIES INC	S016925	2054	234915	NO-CHLOR CALCIUM THIOSULFATE	\$754.77
PICARD CORPORATION	P056612	T424719	234926	BULK, SODIUM CHLORIDE (NACL)	\$779.51
	P056612			FREIGHT, INCLUDES STOP-OFF(S)	\$933.10
STONEWAY ELECTRIC SUPPLY		S101623433.001	234538	120V PHOTO CONTROL	\$10.21
UNITED PARCEL SERVICE	S016932	000986641216	234558	ADDITIONAL HANDLING CHARGE FOR	\$10.50
	S016932			NDA PKG TO LAB/COR FOR WATER	\$10.86
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$61.19
XYLEM WATER SOLUTIONS USA INC		3556895853	234569	REACTOR SENSOR TUBES	\$2,269.45
WATER OPERATIONS TOTAL****					\$27,202.73
Division:	413	WATER MAINTENANCE			
AMERICAN ROCK PRODUCTS INC	P056642	271217	234849	ADJUST TAX	\$0.01
	P056642			5/8" MINUS TOP COURSE 6	\$945.62
	P056642	271734		5/8" MINUS TOP COURSE 6	\$137.46
	P056638	272351		5/8" MINUS TOP COURSE 6	\$146.96
AT&T WIRELESS		04/16-28724328888	234425	287243288881 03/27-04/26/16	\$57.65
BADGER METER INC	S016877	1095411	234637	NO REGISTER, ITRON 100W+ SERIE	\$134.12
	S016877			REGISTRATION FOR RCDL COMPOUND	\$297.56
BEAVER BARK & ROCK		751220	234642	SOD	\$5.97
		751240		SOD	\$5.97
		753106	234854	SOD	\$38.97
C & M LANDSCAPING		77800	234863	LAVENDAR-WTP	\$119.80
CENTRAL HOSE & FITTINGS INC		434828	234865	FILL COIL/HOSE	\$100.93
CENTRAL MANUFACTURING INC	P056643	1930	234866	1/2 HMA PG 64-28	\$65.16
CITY OF RICHLAND		16-180 SIEFKEN	234870	16-180 AWWA CONFERENCE	\$678.00
COAST CRANE COMPANY		DI/075673	234872	RENT 1195 BOOM TRUCK	\$713.12
COLUMBIA GRAIN & FEED INC		142331	234671	COMP VALVE	\$36.92
FASTENAL COMPANY		WARIC57116	234888	BOLTS	\$29.66



City Of Richland

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From: 5/23/2016 To: 6/10/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FASTENAL COMPANY		WARINC56627	234473	EYE BOLTS	\$82.95
GRAINGER	S016927	9108612004	234701	V-BELT ITEM #3X473	\$14.85
	S016952	9114358642	234894	WATER PRESSURE VALVE ITEM #36J	\$176.08
	S016952	9122479422		CHECK VALVE PVC ITEM #33Z879	\$87.28
	S016952	9124329856		CENTERPULL TOWEL ITEM #4TH48	\$154.43
HD FOWLER COMPANY INC		I4197086	234482	WALL METER BOX	\$301.79
		I4201694		METER BOX, BLACK PLASTIC COVER	\$71.60
INLAND ASPHALT CO	P056641	2247729	234901	5/8 ASPHALTIC CONCRETE HOT MIX	\$57.56
	P056641	2249227		5/8 ASPHALTIC CONCRETE HOT MIX	\$57.56
	P056641			ADJUST FOR TAX	(\$0.01)
	P056641	2258219		5/8 ASPHALTIC CONCRETE HOT MIX	\$176.70
	P056641	2260557		5/8 ASPHALTIC CONCRETE HOT MIX	\$193.97
IRRIGATION SPECIALISTS INC		1177995-01	234710	AIR VAC PARTS	\$164.56
KELLEY'S TELE-COMMUNICATIONS INC		276305012016	234497	ANSWERING SRVC CHARGES APR	\$46.70
OXARC INC		09254PP	234519	STARGON	\$73.29
		R411348		CYLINDER RENTAL-APR	\$71.30
PERKINS, LOUISE		BACKFLOW REBATE	234748	BACKFLOW REBATE-195 GREENVIEW	\$300.00
PRO BUILD COMPANY LLC		1201211	234751	2X4 DF 2'PCS.	\$410.51
RICHLAND ACE HARDWARE		2113342	234758	HOSE BILGE/COUPLER	\$24.90
		211358	234932	CM HANDBOX	\$18.45
		511861	234527	CUTTING WHEEL/NOZZLE	\$17.22
		512421	234758	ELASTOSTART ASSY	\$23.13
		51357	234932	SOIL-WTP	\$27.10
		51367		TUBING/DRIPPER/PVC PARTS-WTP	\$52.79
SIEFKEN, SCOTT		16-180 SIEFKEN	234938	16-180 AWWA CONFERENCE	\$15.00
TWIN CITY METALS INC		93783	234954	EXPANDED 304 STAINLESS-WTP	\$266.07
WHITNEY EQUIPMENT COMPANY INC	S016858	80750	234567	VALVE, PV18-06, PART #540039B	\$302.99
	S016858			GASKET 14X17X1, PART #150109B	\$15.18
	S016858			FREIGHT	\$58.68
	S016858			DIAPHRAGM ASSEMBLY, PM2-66, IT	\$283.45
	S016858			PUMPHEAD, 56 X 20, B3L, #4 POL	\$933.96
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$19.28
WATER MAINTENANCE TOTAL ****					\$8,013.20
WATER UTILITY FUND Total ***					\$171,940.38
FUND 403	WASTEWATER UTILITY FUND				
Division: 421	SEWER CAPITAL PROJECTS				
CH2M HILL ENGINEERS INC	S054283	381066143	234867	MOD. #2 CONSTRUCTION MANAGEMEN	\$22,661.38
	S054283	381067795		MOD. #2 CONSTRUCTION MANAGEMEN	\$8,046.48
NW POWER INC	P055965	29-2	234517	C/O #1- ADDITIONAL MATERIAL &	\$2,000.43
	P055965			GENERATOR INSTALLATION @ MONTA	\$5,716.52



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From: 5/23/2016 To: 6/10/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PASCO MACHINE COMPANY INC		79854	234521	SHOOT/EXTENSION FOR BELT PRESS	\$509.04
TOTAL ENERGY MANAGEMENT INC	P056364	55022-2	234547	WATER SOURCE HEAT PUMP AND	\$4,333.14
WILLIAMS BROTHER CONSTRUCTION, LLC	P055643	156-15/PMT 6	234793	WWTF SOLIDS UPGRADE PROJECT -	\$289,996.52
SEWER CAPITAL PROJECTS TOTAL ****					\$333,263.51
Division:	422	SEWER OPERATIONS			
ALS GROUP USA CORP DBA	P056400	51-341751-0	234847	OTHER DRY- 9056 SULFATE	\$25.00
	P056400			WWTP BIOSOLIDS 4-12-16 SAMPLIN	\$140.00
	P056400			OTHER DRY- 353.2M NITROGEN, NI	\$25.00
	P056400			OTHER DRY- 1631app TOTAL MERCU	\$60.00
	P056400			OTHER DRY- 353.2M NITROGEN,	\$25.00
	P056400			OTHER DRY- 350.1M NITROGEN AMM	\$25.00
	P056400			OTHER DRY- 365.3M PHOSPHORUS	\$18.00
	P056400			OTHER DRY- TS-MET TOTAL SOLIDS	\$10.00
	P056400			OTHER DRY- 335.2M CYANIDE, TOT	\$45.00
	P056400			OTHER DRY- ASTM D1426-931 TOT.	\$35.00
	P056400			OTHER DRY- 200.7 MODIFIED- MET	\$32.00
	P056400			OTHER DRY- 9065 MODIFIED PHENO	\$45.00
APGN INC	P056070	4541	234634	FIELD SERVICE ENGINEER FOR ONE	\$1,500.00
	P056070			REPAIR OF BLOWER CORE, RICHLAN	\$27,725.00
	P056070			ESTIMATED TRAVEL EXPENSES	\$1,200.00
	P056070			ESTIMATED FIELD SERVICE ENGINE	\$940.00
BENTON FRANKLIN HEALTH DISTRICT		8051	234432	WW PHOSPHATE/NITRATE/TKN	\$529.00
CENTRAL HOSE & FITTINGS INC		433706	234445	AIR HOSE/FITTINGS-LAB DISHWASH	\$22.87
		434467	234658	HOSE FITTINGS	\$14.47
		434490		WWTF-TUBING/ELBOW FOR DW	\$68.94
CITY OF RICHLAND		05/2016-25	234449	#25 LANDFILL FEES	\$2,717.51
COLE DRAINS INC DBA		5206	234453	WWTP-INST NEW DW	\$352.95
COLEMAN OIL COMPANY		0410676-IN	234670	ONE CASE CHEVRON SRI GR NLGI 2	\$44.05
DSD CAPITAL LLC		1896366	234882	POL SERVICE-WWTP-APR'16	\$81.00
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	P055802	93130902	234685	GIS CONSULTING SERVICES TO ASS	\$890.50
FEDERAL EXPRESS CORP		5-416-04112	234692	COOLER RETURN-WWTF	\$8.60
		5-423-70324	234889	COOLER RETURN-WWTF	\$16.89
FISHER SCIENTIFIC COMPANY, LLC		2880979	234694	WWTF-SODIUM HYDROX	\$27.12
GRAINGER	S016927	9108611998	234701	FLUORESCENT LAMP ITEM #2V805	\$96.46
IRRIGATION SPECIALISTS INC		1179820-01	234710	DIFFUSER PLUG/SPRINKLER PARTS	\$162.89
KAMAN INDUSTRIAL TECHNOLOGIES		V706405	234716	WWTF-B55 POWER BELTS	\$24.74
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		103020	234498	CPLRS/ELBOWS/TEES FOR PUMP	\$83.02
MIDWEST LABORATORIES INC	P056453	802956	234510	CITY OF RICHLAND LANDFILL COMP	\$20.00
	P056453			FINISHED COMPOST- GERMINATION	\$20.00
	P056453			SHIPPING CHARGES (ESTIMATED)	\$50.00



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From: 5/23/2016 To: 6/10/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MOON SECURITY SERVICES INC		822148	234732	MONITOR/CELL BCKUP/INP/SVC	\$33.15
OXARC INC		R411347	234519	WWTF - CYLINDER RENTAL	\$12.54
PARAMOUNT SUPPLY COMPANY		354523	234746	BALL VALVE-SOLIDS	\$155.08
PICARD CORPORATION	P056612	T424719	234926	FREIGHT, INCLUDES STOP-OFF(S)	\$933.09
	P056612			BULK, SODIUM CHLORIDE (NACL)	\$708.01
RICHLAND ACE HARDWARE		512021	234527	PIPE INSOLAT/BRUSH DECK/EXTPOL	\$46.11
		51345	234932	NYLON ROPE/ROUND SNAP SPRING	\$15.18
		51471		MULTI-PURPOSE ROPE	\$28.20
STONEWAY ELECTRIC SUPPLY		S101619066.001	234538	WWTF-OUTLET/PLATE/CORD	\$25.49
TACOMA SCREW PRODUCTS INC		22144401	234540	CENTER PULL RAGS-OPS BUILDING	\$35.60
		22144402		SAFETY CHAIN-COMPOST FACILITY	\$97.74
		22144692		CENTER PULL RAGS-OPS BUILDING	\$71.20
WHITNEY EQUIPMENT COMPANY INC	S016858	71420	234567	CREDIT FOR FREIGHT OVERCHARGE	(\$248.51)
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$99.02
SEWER OPERATIONS TOTAL ****					\$39,092.91
Division:	423	SEWER MAINTENANCE			
AT&T WIRELESS		04/16-28724328888	234425	287243288881 03/27-04/26/16	\$42.80
BACKFLOW APPARATUS & VALVE CO		758750	234853	RBR REPAIR KIT	\$212.86
CENTRAL HOSE & FITTINGS INC		434832	234865	HOSE/CONTITECH RED FRONTIER	\$138.47
CH2O INC		243488	234447	BOILER TESTING-APR'16 BW LABOR	\$64.49
COLE INDUSTRIAL INC		YA21288	234669	WWTP BOILER REPAIR-DIGESTER BL	\$7,260.37
GRAINGER	S016952	9125466426	234894	SUMP PUMP 1/2 HP ITEM #3BB74	\$267.70
IFM EFECTOR INC		21066367	234486	CABLE FR PRESS TRNSM/FX HX PUM	\$27.98
		21068149		PRESS TRANSMTR 4 HX PUMPS	\$433.71
INLAND ASPHALT CO	P056641	2252496	234901	5/8 ASPHALTIC CONCRETE HOT MIX	\$28.78
KELLEY'S TELE-COMMUNICATIONS INC		276305012016	234497	ANSWERING SRVC CHARGES MAY	\$46.70
MOON SECURITY SERVICES INC		822148	234732	MONITOR/CELL BCKUP/INP/SVC	\$33.15
NORCO INC		18538682	234918	WWTF-NOZZLE/WELDING TIPS	\$44.78
		18548420		WWTF-FIRST AID/DECALS VEH 2455	\$8.86
RICHLAND ACE HARDWARE		51333	234932	WWTF-BEAD/FASTENERS VEH 3211	\$7.27
SNAP ON INDUSTRIAL		ARV/28912683	234533	BATT FOR WRENCH	\$350.64
TACOMA SCREW PRODUCTS INC		22144902	234771	WWTF U-BOLTS/TOTE TRAYS	\$82.07
		22145003		WWTF-PUMP SCREWS	\$28.21
		22145380		WWTF-NITRILE GLOVES/2" DISKS	\$430.00
		22145731	234944	WWTF-HOOK/SHACKLE VEH 4005	\$26.37
TRI CITIES BATTERY & AUTO REPAIR		011218	234951	PORTABLE CAMERA BATTERY-WWTF	\$23.48
UNITED PARCEL SERVICE	S016932	000986641216	234558	WEIGHT CORRECTION FOR PKG TO	\$21.04
	S016932			GROUND PKG W/INSURANCE TO	\$254.90
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$1.39
SEWER MAINTENANCE TOTAL ****					\$9,836.02



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WASTEWATER UTILITY FUND Total ***					\$382,192.44
FUND 404	SOLID WASTE UTILITY FUND				
Division:	430	CAPITAL PROJECTS			
JOYCE ZIKER PARKINSON PLLC	P056616	44144	234714	LANDFILL CONTAMINATION - LEGA	\$12,433.40
PARAMETRIX INC	P056302	01-76988	234922	LANDFILL CONTAMINATION ASSESSM	\$9,327.49
CAPITAL PROJECTS TOTAL ****					\$21,760.89
Division:	432	SOLID WASTE COLLECTION			
CHIDESTER, MARK		16-233 CHIDESTER	234869	16-233 MOLO RECERTIFICATION	\$201.92
CITY OF RICHLAND			234870	16-233 MOLO RECERTIFICATION	\$682.14
CLAYTON WARD COMPANY		926206	234451	2016 DROP BOX RECYCLING SERVIC	\$7,000.00
		9269001		CURBSIDE RECYCLING-APRIL	\$6,542.10
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$20.87
SOLID WASTE COLLECTION TOTAL ****					\$14,447.03
Division:	433	SOLID WASTE DISPOSAL			
ARAMARK UNIFORM SERVICES INC	S016945	04/16-934962000	234851	LINEN CHARGES FOR APRIL 2016	\$100.13
CITY OF RICHLAND		16-191 CARDENAS	234870	16-191 MOLO RECERTIFICATION	\$682.14
		16-232 REED		16-232 MOLO RECERTIFICATION	\$682.14
COMPLETE PEST PREVENTION INC		30389	234461	WWTP PEST CONTROL SRVCS	\$97.74
COYOTE RIDGE CORRECTIONS CENTER		CRCC1604-295	234464	WORK CREW APRIL 2016	\$123.70
FRONTIER	S016938	06/16 2061882614	234696	TELEPHONE CHARGE 5/19/16-6/18/	\$121.68
GRAINGER	S016927	9103069127	234701	SOLAR BARRICADE LIGHT ITEM #35	\$47.99
	S016952	9121160866	234894	MOTOR START CAPACITOR ITEM #2M	\$89.90
LSC ENVIROMENTAL PRODUCTS LLC	P056521	31584	234503	DELIVERY	\$1,700.98
	P056521			FREIGHT ADJUSTMENT	(\$127.84)
	P056521			LANDFILL ALTERNATE DAILY COVER	\$30,788.10
PARAMETRIX INC	P056299	01-76990	234922	2016 LANDFILL MONITORING,SAMPL	\$8,293.45
UNITED PARCEL SERVICE	S016942	000986641226	234838	COLLECT PKG FROM LANDTEC FOR S	\$34.31
	S016953	000986641236	234955	WEIGHT CORRECTION FOR PKG FROM	\$0.47
XEROX CORPORATION		084490053	234568	W7225 BASE CHRQ/PRINTS-APR	\$228.40
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$42.80
SOLID WASTE DISPOSAL TOTAL ****					\$42,906.09
SOLID WASTE UTILITY FUND Total ***					\$79,114.01
FUND 405	STORMWATER UTILITY FUND				
Division:	440	STORMWATER CAPITAL PROJECTS			
FEDERAL EXPRESS CORP		5-430-90924	234889	OVERNIGHT MAIL	\$8.63
SHARPE & PRESZLER CONSTRUCTION	P056467	9776	234532	LESLIE RD STORM DITCH BEAVER D	\$7,750.79
TRI CITY HERALD	S016931	02402373	234551	PUBLIC NOTICE "2016 STORMWATER	\$64.27
STORMWATER CAPITAL PROJECTS TOTAL ****					\$7,823.69



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 441 STORMWATER					
STONeway ELECTRIC SUPPLY		S101622221.001	234538	BOLTS/WASHERS - BERKSHIRE	\$118.05
		S101623421.001		CLAMPS/BOLTS/WIRE - BERKSHIRE	\$79.26
		S10162686.001		BUSHINGS/NIPPLES-BERKSHIRE	\$17.97
STORMWATER TOTAL ****					\$215.28
STORMWATER UTILITY FUND Total ***					\$8,038.97
FUND 407 MEDICAL SERVICES FUND					
Division: 121 AMBULANCE					
COLUMBIA BASIN COLLEGE	P056626	26913	234874	ALS/OTEP FEES - WINTER QTR 201	\$33.60
	P056626	27054		ALS OTEP & ACLE/PALS SPRING QT	\$268.80
	P056626			PM STUDENT FEES - SPRING '16	\$1,394.84
	P056626			ALS / OTEP FEES - SPRING QTR 2	\$1,176.00
COLUMBIA INDUSTRIES SUPPORT LLC		00034618	234459	ON SITE SHRED WO#47333/47469	\$61.62
ON SCENE MEDICAL SERVICES, P.C.	P056635	0027-2016	234920	HAZMAT PHYSICALS	\$7,235.00
	P056635	0029-2016		TB TESTING AND HEP B VACCINE	\$591.00
	P056635			AUDIOGRAMS	\$240.00
PARADISE BOTTLED WATER CO		04/16-FIRE ST 71	234520	BOTTLED WATER-APRIL	\$31.63
		04/16-FIRE ST 72		BOTTLED WATER-APRIL	\$29.97
		04/16-FIRE ST 73		BOTTLED WATER-APRIL	\$19.09
		04/16-FIRE ST 74		BOTTLED WATER-APRIL	\$25.23
PHYSIO-CONTROL INC	P056291	116107743	234522	#21996-000085, 3G MODEM (VERIZ	\$3,587.06
		416112839		LIFEPAK POUCH	\$98.74
SEA WESTERN INC	P056516	191463	234766	HAIX AIRPOWER XR1, 8" LEATHER	\$282.36
	P056516			ESTIMATED SHIPPING	\$41.70
	P056516			ADJUST FOR TAX	(\$0.01)
	P056516			HAIX AIRPOWER XR1, 8" LEATHER	\$298.65
	P056516			HAIX AIRPOWER XR1 ZIPPER TONGU	\$314.94
STERICYCLE INC		3003413891	234537	BIO WASTE DISPOSAL FEE	\$47.79
AMBULANCE TOTAL ****					\$15,778.01
MEDICAL SERVICES FUND Total ***					\$15,778.01
FUND 408 BROADBAND FUND					
Division: 460 BROADBAND ADMINISTRATION					
PARAMOUNT COMMUNICATIONS INC	P056339	31434 RETAINAGE	234923	Extended Fiber Service Kurion	\$5,393.50
	P056363	31483	234745	REROUTE AND SPLICE FIBER AT RS	\$2,298.88
	P056363			C/O #1- INSTALLATION OF 6 STRA	\$657.49
BROADBAND ADMINISTRATION TOTAL ****					\$8,349.87
BROADBAND FUND Total ***					\$8,349.87



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 501	CENTRAL STORES FUND				
Division: 000					
FERGUSON ENTERPRISES INC	P056505	0505090	234475	PIPE, GALV. 1/2 IN SCH 40	\$32.42
	P056505			PIPE, GALV. 2 IN SCH 40	\$116.94
	P056505			PRICE ADJUSTMENT	\$0.01
	P056505			PIPE, GALV. 1-1/2 IN SCH 40	\$88.92
	P056505			PIPE, GALV. 1-1/4 IN SCH 40	\$74.26
	P056505			REDUCER, BELL GALV, 2 X 1	\$58.73
	P056505			CAP, PIPE, GALV 2 ", THREADED	\$36.63
	P056505			BUSHING, GALV 1 IN X 3/4 IN,	\$188.58
	P056505			NIPPLE, GALV. 2 IN X CLOSE	\$34.75
	P056505			NIPPLE, GALV. 2 IN X 4-1/2 IN	\$30.48
	P056505			REDUCER, BELL GALV, 1 X 1/2	\$25.81
	P056505			TEE, REDUCING GALV, 2 X 1	\$93.34
	P056505			NIPPLE, GALV. 2 IN X 2-1/2 IN	\$19.59
	P056505			NIPPLE, GALV. 1 IN X 2 IN	\$18.54
	P056505			CAP, PIPE, GALV 1" THREADED	\$15.50
	P056505			REDUCER, BELL GALV, 3/4 X 1/2	\$14.56
	P056505			COUPLING GALV, 3/4 " TAPERED	\$13.77
	P056505			BUSHING, GALV 2 IN X 1-1/2 IN	\$35.54
	P056505			COUPLING GALV, 1 IN, TAPERED	\$22.56
FISHER SCIENTIFIC COMPANY, LLC	P056553	3345326	234694	GLOVES, DISPOSABLE NITRILE,LG	\$1,093.97
	P056553			GLOVES, DISPOSABLE NITRILE,MD	\$911.64
	P056553			GLOVES, DISPOSABLE NITRILE,XL	\$531.71
HD FOWLER COMPANY INC	P056528	14204290	234704	VALVE 3/4" BRASS, HOSE BIBB	\$27.69
	P056528			VALVE, BALL 1 1/2" BRASS FULL	\$233.60
	P056528			VALVE, GATE 2" THREADED BRONZE	\$1,083.94
	P056528			VALVE, GATE 3/4" THREAD BRONZE	\$138.63
	P056528			VALVE, BALL 1", BRASS, FULL	\$118.05
	P056528			VALVE, GATE 1" THREAD BRONZE,	\$69.29
	P056528			ADJUST TAX	(\$0.01)
	P056528			VALVE, BALL 1/4", BRASS FULL	\$20.20
HORIZON DISTRIBUTION INC	P056561	925732	234899	GREASE GUN, PISTOL GRIP W/18"	\$200.82
	P056561			TAPE, DUCT 2" X 60YD POLY-COAT	\$170.46
	P056561			RAKE, LEAF, 22" STEEL TINES,	\$93.77
	P056561			SHOVEL, SQUARE POINT, 48" WOOD	\$64.38
	P056561			TAPE ,TEFLON, 1/2" X 520",	\$20.85
	P056561			HAMMER, SLEDGE, 4LB, 16" FIBER	\$51.95
	P056561			RAKE, BOW,14 TEETH, 54" HANDLE	\$39.18
	P056561			BLADE, HOOK, UTILITY, 5/PKG,	\$31.93



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HORIZON DISTRIBUTION INC	P056561	925732	234899	HAMMER, CARPENTER 16OZ, CURVED	\$30.34
	P056561			HOE, GARDEN, FORGED HEAD,	\$30.21
	P056561			SHOVEL, ROUND POINT, 48" WOOD	\$64.38
INSIGHT DISTRIBUTING INC	P056494	0264609	234902	BAG PLASTIC 7.5 GAL 15"X9"X24"	\$2,202.96
	P056494			BAG PLASTIC 30 GAL 20"X13"X40"	\$1,638.77
	P056494			BAG PLASTIC 55 GAL 21"X15"X60"	\$9,936.90
	P056494			ADJUST TAX	\$0.01
OXARC INC	P056444	07291PP	234921	GLOVES, HYLITE, 4" SAFETY CUFF	\$448.30
	P056444			FREIGHT	\$27.15
	P056444			GLOVES, COWHIDE, X-LARGE,	\$1,198.94
	P056444			GLOVES, THERMAL-GRIP, SIZE 7	\$61.25
	P056444			GLOVES GOATSKIN,X-LARGE,PEARL,	\$248.65
	P056444			GLOVES GOATSKIN, MEDIUM, PEARL	\$994.60
	P056444			GLOVES GOATSKIN, LARGE, PEARL,	\$994.60
	P056444			GLOVES, COWHIDE, LARGE,	\$599.47
UNASSIGNED TOTAL ****					\$24,299.51
Division:	903	CENTRAL STORES			
XEROX CORPORATION		084490100	234568	D95 PRINT SHOP BASE CH-APRIL	\$387.51
		084490102		C75 PRINT SHOP BASE CH-APRIL	\$1,028.33
CENTRAL STORES TOTAL ****					\$1,415.84
CENTRAL STORES FUND Total ***					\$25,715.35
FUND	502	EQUIPMENT MAINTENANCE FUND			
Division:	214	EQUIPMENT MAINTENANCE			
A & E TOWING LLC		3089	234843	TOW CHARGE VEH 1103 WO 43059	\$65.16
		3090	234626	TOW CHARGE VEH 5043 WO 42951	\$438.20
AMERICAN RADIATOR INC		AA097492	234848	RADIATOR VEH 3211 WO 42905	\$980.66
		AA097526		SRVC FLTR VEH 5041 WO 42926	\$271.50
ARAMARK UNIFORM SERVICES INC	S016945	04/16-934962000	234851	LINEN CHARGES FOR APRIL 2016	\$136.41
ATOMIC AUTO BODY INC		29974	234636	TRUCK REPAIR VEH 2381 WO 42884	\$1,782.78
BIG WEST EQUIPMENT		929389	234859	FILTERS VEH 7149 WO 42871	\$275.95
BRAUN NORTHWEST INC		19345	234650	BREAKER VEH 5043 WO 42829	\$153.86
CASCADE FIRE EQUIPMENT CORP DBA		117597	234656	BEARINGS VEH 5038 WO 42734	\$4,492.14
		117686		CLASS 1 GOV VEH 5039 WO 42571	\$1,744.45
		117699		PRIMER PUMP VEH 5036 WO 42558	\$1,126.97
CENTRAL HOSE & FITTINGS INC		434958	234865	HYDRLC ASSY VEH 7122 WO 43055	\$56.72
		434959		BALL VALVE VEH 6544 WO 42915	\$16.83
CLUSTER FIX LLC		573247	234667	CLSTR RPLCD VEH 3142 WO 43010	\$304.08
COLEMAN OIL COMPANY		0410591-IN	234454	LANDFILL DIESEL DYED	\$1,822.90
		0410860-IN		LANDFILL DIESEL DYED	\$1,980.03



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COLEMAN OIL COMPANY		0410861-IN	234454	LANDFILL DIESEL DYED	\$796.62
		0411998-IN	234873	LANDFILL DIESEL DYED	\$2,153.75
		CL91444	234454	CARD LOCK FUEL 05/16-05/22/16	\$12,585.98
		CL92045	234873	CARD LOCK FUEL 05/23-05/29/16	\$12,628.12
		CL92255		CARD LOCK FUEL 05/30-05/31/16	\$3,927.94
COMMERCIAL TIRE INC		223921	234460	TIRES MT/DMT VEH 3279 WO 42878	\$1,415.93
		223935		MT/DSMT VEH 3308 WO 42879	\$34.66
		223936	234672	ROTATE TIRES VEH 3279 WO 42878	\$8.15
		223943	234460	MT/DSMT DISP VEH 7139 WO 42881	\$232.69
		223963	234672	TIRES MT/DMT VEH 3211 WO 42880	\$1,623.51
		224045		TIRES MT/DMT VEH 3315 WO 42928	\$1,369.28
		224046		FLAT RPR VEH 3308 WO 42929	\$45.61
		224047		WHEEL SWITCH VEH 3310 WO 42930	\$41.81
		224451	234875	TR TIRE DISP VEH 3309 WO 42979	\$7.50
		224484		BUDD MT/DMT VEH 3282 WO 42981	\$68.42
		224485		FLAT RPR VEH 7107 WO 42950	\$16.45
		224486		BUDD MT/DMT VEH 3244 WO 42973	\$34.66
		224487		BUDD MT/DMT VEH 3240 WO 42974	\$27.16
		224488		BUDD MT/DMT VEH 3308 WO 42575	\$30.95
		224489		TIRE REPAIR VEH 3311 WO 42978	\$2,569.95
		224490		TIRES MT/DMT VEH 3222 WO 42977	\$1,334.84
CONNELL OIL INC		C146563-IN	234876	LUBE PRODUCTS	\$1,156.27
CORWIN OF PASCO LLC		381533	234674	ORDPANEL VEH 2452 WO 42836	\$149.23
		381534		RADIATOR VEH 2420 WO 42882	\$512.74
		381751	234878	COVER VEH 2420 WO 42882	\$19.20
		381777		MODULE VEH 2459 WO 42906	\$115.15
		381787		RADIATOR VEH 5041 WO 42926	\$403.47
		381826		BOX KIT VEH 2459 WO 42906	\$14.15
		381830		SP-ORDCONNECT VEH 5041 WO 42926	\$112.24
		CM381751		COVER VEH 2420 WO 42882-CREDIT	(\$19.20)
		412092	234880	LIGHT BAR VEH 2455 WO 42827	\$1,014.46
DAY MANAGEMENT CORPORATION DBA		412409		AMB LIGHTBAR VEH 2456 WO 42909	\$608.16
		139-53198	234887	VEH NUMBERS VEH 7153 WO 43056	\$27.15
FAST SIGNS		139-53213	234689	VEH NUMBERS VEH 2465 WO 42889	\$26.06
		139-53227		VEH NUMBERS VEH 2459 WO 42906	\$54.30
		139-53233	234887	VEH NUMBERS VEH 2462 WO 42963	\$27.11
		139-53266		VEH NUMBERS VEH 2462 WO 42963	\$27.11
		139-53283		VEH NUMBERS VEH 7155 WO 43057	\$27.11
		WARIC56866	234473	METAL KIT VEH 2461 WO 42781	\$44.42
FASTENAL COMPANY		WARIC56867		METAL KIT VEH 2460 WO 42780	\$44.42
		WARIC57160	234888	METAL KIT VEH 2465 WO 42889	\$61.19



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FASTENAL COMPANY		WARIC57213	234888	SHOP SUPPLIES/EYEWEAR	\$50.63
		WARIC57214		METAL KIT VEH 2456 WO 42909	\$105.60
		WARIC57231		SHOP SUPPLIES/WIPES	\$452.86
GENUINE AUTO GLASS OF TRI CITIES LLC		613701	234480	WS REPAIR VEH 5038 WO 42842	\$841.65
		613948	234698	WS REPAIR VEH 2327 WO 42934	\$32.58
		613949		WS REPAIR VEH 1209 WO 42933	\$32.58
		613952	234893	WS TINT VEH 3232 WO 42987	\$145.33
		613962		WS TINT VEH 3280 WO 42935	\$150.47
		613963		WS TINT VEH 3248 WO 42936	\$150.47
		613991		WS TINT VEH 2426 WO 42988	\$619.77
		613994		WS REPAIR VEH 1376 WO 42983	\$32.58
	GRAINGER	S016927	9100731513	234701	HYD CYLINDER ITEM #6FCX6
HD INDUSTRIES INC		24084	234483	CPLNG/BEARIN VEH 3247 WO 42609	\$164.29
JIM'S PACIFIC GARAGES INC		X100028523	234904	CORE CREDIT VEH 3255 WO NON	(\$521.28)
		X100029226		SHOCK-HOOD VEH 3306 WO 42600	\$63.70
		X100029283		WINDOW-SEAL VEH 5031 WO 42596	\$104.05
		X100030998		HANDLE VEH 3247 WO 42609	\$78.01
		X10030998		REGULATOR VEH 3247 WO 42609	\$39.80
JT AUTOMOTIVE PARTS INC DBA		358488	234490	FILTER VEH 2420 WO 42676	\$16.56
		358511		FILTER VEH 3291 WO 42704	\$188.91
		358591		TAPE VEH 6545 WO 42610	\$7.53
		358593		FILTER VEH 3142 WO 42724	\$23.67
		358617		STROBE VEH 7152 WO 42652	\$443.76
		358760		FILTER VEH 3213 WO 42684	\$10.45
		358765		COOLANT VEH 6539 WO 42736	\$52.06
		358785		RAD VEH 6539 WO 42736	\$7.20
		358793		FILTER VEH 3281 WO 42732	\$143.24
		358851		BATTERY VEH 3203 WO 42538	\$466.25
		358852		DEF VEH 3321 WO 42741	\$44.78
		358853		DISC PAD VEH 2370 WO 42738	\$80.86
		358854		DEF VEH 3333 WO 42740	\$28.74
		358855		FILTER VEH 2370 WO 42737	\$4.00
		358856		DEF VEH 7152 WO 42652	\$43.10
		358857		CONN VEH 6585 WO 42739	\$23.87
		358877		PIPE VEH 3142 WO 42724	\$103.92
		358922		AD PLUG VEH 3308 WO 42716	\$36.72
		358924		LAMP VEH 5038 WO 42734	\$53.02
		358938		FUEL PMP VEH 7107 WO 42776	\$54.61
		358939		DEF VEH 3333 WO 42727	\$42.10
		358939-2	234588	DEF VEH 3333 WO42727	\$1.00
		358957	234490	BRK CLN VEH 3335 WO 42757	\$10.82



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		358958	234490	BULB VEH 1201 WO 42765	\$58.17
		359007		HYD FIL VEH 7107 WO 42776	\$5.57
		359059		DISC PAD VEH 2314 WO 42786	\$40.49
		359061		FILTER VEH 2314 WO 42787	\$12.16
		359084		BRK CLN VEH 4112 WO 42728	\$16.22
		359129		SILCONE VEH 3309 WO 42791	\$18.22
		359130		ENG PTS VEH 3288 WO 42797	\$153.59
		359131		ATF VEH 3305 WO 42796	\$122.50
		359136		TRL CAB VEH 6544 WO 42799	\$114.01
		359138		LEAK TES VEH 3211 WO 42801	\$6.24
		359140		KIT VEH 7151 WO 42803	\$35.70
		359153		BATTERY VEH 3225 WO 42793	\$106.16
		359165		FITT VEH 3291 WO 42704	\$17.34
		359178		FILTER VEH 3291 WO 42704	\$56.80
		359186		BELT VEH 3213 WO 42810	\$89.78
		359288		BULB VEH 2363 WO 42818	\$18.61
		359289		FILTER VEH 3247 WO 42817	\$80.83
		359292		DEF VEH 7146 WO 42824	\$39.55
		359318		HONE VEH 3247 WO 42609	\$26.16
		359336		HOSE VEH 3211 WO 42801	\$83.81
		359371		CLAMP VEH 3211 WO 42801	\$6.26
		359378		FILTER VEH 7150 WO 42886	\$30.22
		359385		BRK CLN VEH 4114 WO 42812	\$47.32
		359425		HOSE VEH 4114 WO 42812	\$10.88
		359429		AC PTS VEH 2420 WO 42882	\$449.46
		359438		LENS VEH SHOP WO SHOP	\$121.22
		359464		FILTER VEH 2411 WO 42861	\$16.93
		359467		FILTER VEH 2409 WO 42860	\$16.93
		359468		FILTER VEH 1383 WO 42858	\$12.85
		359469		FILTER VEH 2408 WO 42859	\$16.93
		359471		FILTER VEH 1210 WO 42857	\$16.93
		359473		FILTER VEH 1202 WO 42855	\$19.48
		359474		FILTER VEH 1108 WO 42854	\$19.48
		359475		FILTER VEH 1201 WO 42853	\$19.48
		359478		FILTER VEH 2429 WO 42851	\$19.33
		359482		FILTER VEH 3271 WO 42848	\$72.71
		359483		FILTER VEH 3271 WO 42848	\$9.33
		359484		FILTER VEH 2424 WO 42849	\$19.33
		359487		FILTER VEH 1102 WO 42852	\$19.48
		359488		FILTER VEH 2428 WO 42850	\$19.33
		359490		FILTER VEH 1376 WO 42847	\$25.59



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		359491	234490	FILTER VEH 2410 WO 42846	\$16.93
		359492		FILTER VEH 1206 WO 42845	\$19.48
		359494		FILTER VEH 7150 WO 42872	\$59.05
		359496		FILTER VEH 7134 WO 42869	\$42.96
		359505		FILTER VEH 6588 WO 42865	\$33.67
		359507		FILTER VEH 6587 WO 42864	\$33.67
		359508		FILTER VEH 6565 WO 42863	\$46.11
		359510		FILTER VEH 3304 WO 42862	\$83.20
		359511		FILTER VEH 7139 WO 42870	\$50.58
		359517		SOCK VEH 3213 WO 42810	\$23.66
		359574		BELT VEH 3315 WO 42876	\$47.48
		359609		PS FLUID VEH 2389 WO 42804	\$24.60
		359610		CONN VEH 4130 WO 42896	\$8.21
		359643		FOAM VEH 3315 WO 42876	\$68.10
		359645		IGN SET VEH 3288 WO 42955	\$50.28
		359647		OIL VEH 3271 WO 42848	\$14.27
		359655		FILTER VEH CREDIT WO CREDIT	(\$165.15)
		359712		KIT VEH 3315 WO 42876	\$38.46
		359713		BELT VEH 3211 WO 42905	\$212.75
		359806		DEF VEH 3321 WO 42917	\$14.37
		359807		FUSE VEH 6545 WO 42610	\$8.15
		359816		FILTER VEH 7143 WO 42947	\$360.81
		359822	234905	BELT VEH 2420 WO 472882	\$22.11
		359904	234490	FILTER VEH 7145 WO 42921	\$7.65
		359931		WIRE VEH 2459 WO 42906	\$102.08
		359946		SOLENOID VEH 3329 WO 42712	\$37.27
		359947	234905	SOL VEH 3329 WO 42712	\$105.32
		359948	234490	BATT VEH 3329 WO 42712	\$94.51
		359964		SWITCH VEH 1376 WO 42938	\$19.05
		359969		SWITCH VEH 5031 WO 42897	\$43.43
		359999		OIL VEH 5041 WO 42926	\$16.28
		360045	234905	SEAL VEH 4061 WO 42922	\$10.50
		360074		PEN-OIL VEH 3320 WO 42942	\$76.17
		360144	234490	DEF VEH 3332 WO 42952	\$28.74
		360145	234905	RELAY VEH 5041 WO 42926	\$42.29
		360191	234490	PIN HOOK VEH 2360 WO 42960	\$146.68
		360192	234905	BATT VEH 4061 WO 42922	\$247.94
		360193		CORE VEH 4061 WO 42922	(\$19.55)
		360195		TIEDOWN VEH 2434 WO 42998	\$35.64
		360197	234490	BALL VEH 2360 WO CREDIT	(\$6.11)
		360215	234905	ARM VEH 2327 WO 42958	\$123.77



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JT AUTOMOTIVE PARTS INC DBA		360271	234905	BULB VEH 1105 WO 42956	\$29.08
		360273		BATT VEH 3288 WO 42955	\$117.65
		360276		BULB VEH 5039 WO 42828	\$9.67
		360285		CAP VEH 4121 WO 43007	\$15.14
		360367		LAMP VEH 5029 WO 42931	\$46.13
		360412		CAP VEH 4121 WO 43007	\$6.49
		360419		CAP VEH 4121 WO 43007	(\$8.64)
		360433		WASH FLU VEH 9500 WO 42989	\$33.49
		360463		BULB VEH 3332 WO 42972	\$24.63
		360475		CONN VEH 4100 WO 42971	\$48.17
		360476		FITT VEH 3320 WO 42818	\$8.64
		360504		FLASH VEH 3219 WO 42984	\$13.56
		360575		ENG PTS VEH 3293 WO 42994	\$34.99
		360585		GEAR VEH 3226 WO 43000	\$473.16
		360593		ENG PTS VEH 2343 WO 43001	\$158.90
		360596		BRK CLN VEH 7111 WO 42953	\$95.09
		360644		BATT VEH 3151 WO 43005	\$190.68
		360645		BRG VEH 1382 WO 43002	\$277.63
		360676		SEALS VEH SHOP WO SHOP	\$95.18
		360693		GREASE VEH 7141 WO 43065	\$32.57
		360697		FILTER VEH 2412 WO 43009	\$19.33
		360734		SEALS VEH SHOP WO SHOP	\$4.79
		360757		BOLT VEH 2412 WO 43008	\$16.92
		360762		FILTER VEH 3265 WO 43020	\$47.60
		360778		TERM VEH 3265 WO 43017	\$8.88
		360811		CONN VEH 4121 WO 43007	\$11.39
		360916		SUPP VEH 3301 WO 43053	\$70.57
		361006		FILTER VEH 6589 WO 43054	\$36.28
		361009		BREAKER VEH 6561 WO 43049	\$3.28
		361057		CLEVIS VEH 4121 WO 43007	\$17.35
		361063		ELE PTS VEH 5044 WO 43058	\$163.78
		361127		FILTER VEH 2452 WO 42856	\$12.45
		361133		WIRE VEH 2455 WO 42827	\$21.72
		361140		FITT VEH SHOP WO SHOP	\$73.85
KENWORTH SALES COMPANY	PASIN1839809		234910	SENDER VEH 3284 WO 42826	\$88.30
MCCURLEY CHEVROLET	901657		234507	SCCT070 VEH 1381 WO 42661	\$260.59
	902011			THERMO VEH 2370 WO 42738	\$43.46
	902146			HEADLAMP VEH 2342 WO 42815	\$153.41
	902165		234724	SHAFT KIT VEH 2375 WO 42778	\$633.93
	902240		234507	SENSOR/FILT VEH 3297 WO 42783	\$79.00
	902297			SPRK/FLTR/WR VEH 2382 WO 42805	\$251.17



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MCCURLEY CHEVROLET		902306	234507	GASKETS/FLTR VEH 3005 WO 42796	\$169.19
		902307		PUMPS VEH 2389 WO 42804	\$180.17
		902518	234914	DUCT/HOSE VEH 1103 WO42873	\$277.38
		902673		PIPES VEH 2410 WO 42912	\$83.52
		902690		HOSE VEH 1108 WO 43046	\$106.28
		902755		VALVE VEH 3264 WO 42907	\$33.50
		902757		JOINT VEH 2410 WO 42894	\$90.90
		902781		HOSE VEH 1104 WO 42911	\$133.55
		902823		MOUNT VEH 1108 WO 43046	\$107.96
		902853		HOSE VEH 1206 WO 42924	\$114.49
		902987		COMP/MOTOR VEH 1104 WO 42911	\$524.43
		902988		MOTOR VEH 1104 WO 43046	\$112.24
		903043		COMPRESSOR VEH 1104 WO 42911	\$435.03
		CM903043		COMPRESSOR RETURN CREDIT	(\$435.03)
MONARCH MACHINE & TOOL CO INC	A184020		234731	POLE PULLER VEH 7200 WO 42908	\$911.07
PAPE' MATERIAL HANDLING	7634200		234743	TANK VEH 7153 WO 42919	\$210.25
RANCH AND HOME INC	60115485		234924	VENT CAP VEH 2459 WO 42906	\$24.97
RDO EQUIPMENT CO	P14909		234753	SWITCH VEH 6589 WO 42777	\$23.98
	P15694		234929	O-RINGS VEH 7122 WO 42940	\$20.50
	P15697			O-RINGS VEH 7122 WO 42940	\$86.88
	P15818			O-RING VEH 7122 WO 43055	\$2.96
	P15871			GLOW PLUG VEH 6594 WO 42959	\$139.05
REXEL INC DBA	J208350		234931	THN BLK WIRE VEH 3286 WO 42943	\$17.18
	J343173		234525	SHOP TOOLS-PLIERS	\$29.16
RMT EQUIPMENT	T36075		234935	ELEMENT VEH 7145 WO 42939	\$252.85
	T36179			HYDRLC CYLND VEH 6558 WO 42898	\$693.65
	T36180			SPRNG HOLDER VEH 6580 WO 42927	\$335.64
ROWAND MACHINERY CO	201695		234529	NUT/SCREW/CL VEH 7122 WO 42625	\$313.73
	201969		234764	FILTER CAP VEH 7151 WO 42803	\$32.39
RUSS DEAN INC	556540		234765	TUFFGRIP VEH 2465 WO 42889	\$488.67
	556644			RHINO LINER VEH 2459 WO 42906	\$597.07
RWC INTERNATIONAL LTD	19255Y		234530	HOSE VEH 3211 WO 42028	\$65.13
	19974Y			COOLANT-SHOP SPPLY	\$227.06
	20681Y			BEZEL/HANDLE VEH 3142 WO 42724	\$373.04
	20828Y			CAP/TANK VEH 3211 WO 42801	\$188.88
	CM18330Y			CORE CRED VEH 3211 WO 42028	(\$553.61)
SOLID WASTE SYSTEMS INC	0086062-IN		234534	SUCTHOSE/VAC VEH 7152 WO 42714	\$3,467.48
	0086063-IN			SUCTHOSE/VAC VEH 7146 WO 42713	\$3,467.48
SONSHINE COLLISION SERVICES INC	30213		234940	PAINT DRS VEH 2446 WO 43033	\$901.38
	30214			PAINT DRS VEH 2447 WO 43035	\$901.38
	30215			PAINT DRS VEH 2445 WO 43032	\$901.38



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SONSHINE COLLISION SERVICES INC		30230	234940	PAINT DRS VEH 2444 WO 43031	\$901.38
		30232		PAINT DRS VEH 2442 WO 43030	\$901.38
SPECIAL ASPHALT PRODUCTS INC		INVC070958	234942	VALVE KIT VEH 6545 WO 42610	\$678.76
TACOMA SCREW PRODUCTS INC		221144157	234540	WASP KILLER VEH 6539 WO 42736	\$98.77
		22144994	234771	BOLTS/NUTS VEH 7146 WO 42830	\$12.66
		22145370	234944	SEC/PASSLINK VEH 4114 WO 42811	\$14.63
		22145983		ALUM SLEEVES VEH 4061 WO 42922	\$7.99
		22146157		STEEL NUT VEH 4111 WO 42953	\$22.24
		03-114102	234545	BEARINGS VEH 4112 WO 42772	\$82.75
TIRE FACTORY INC DBA		03-114103		FLAT REPAIR VEH 3218 WO 42729	\$17.10
		03-114151		WHEL MT/DSMT VEH 7152 WO 42714	\$982.24
		03-114169		WHEL MT/DSMT VEH 4400 WO 42814	\$199.04
		03-114245	234775	WHEL MT/DSMT VEH 3304 WO 42892	\$278.17
		03-114255		TRUCK REPAIR VEH 5044 WO 42831	\$18.41
		03-114314	234947	WHEL MT/DSMT VEH 4114 WO 42811	\$127.35
		03-114315		WHEL MT/DSMT VEH 4114 WO 42811	\$127.35
		03-114316	234775	HAUL LUG-M/D VEH 3175 WO 43021	\$513.83
		03-114317		WHEL MT/DSMT VEH 3308 WO 42716	\$33.67
		03-114321	234947	THRST ALIGN VEH 2375 WO 42778	\$59.68
		03-114400		WHEL MT/DSMT VEH 2439 WO 42932	\$165.89
		03-114401	234775	TIR DISP FEE VEH 9500 WO 43025	\$64.35
		03-114402	234947	WHEL MT/DSMT VEH 1206 WO 42945	\$175.25
		03-114432		TIRE MT/DSMT VEH 5029 WO 42931	\$2,107.41
		03-114440	234775	WHEELON8 VEH 4061 WO 43026	\$81.45
		03-114502		MT/DSMT VEH 3247 WO 43029	\$204.71
		03-114538		TIRE MT/DSMT VEH 3283 WO 43028	\$1,646.92
		03-114539		WHEL MT/DSMT VEH 3247 WO 43029	\$261.73
TRI CITIES BATTERY & AUTO REPAIR TRUCKPRO HOLDING CORPORATION		111387	234951	WELD CBL VEH 5029 WO 42931	\$115.01
		06 014778	234554	BEARINGS VEH 4101 WO 42526	(\$52.27)
		06 233852		ROPE RING VEH 3278 WO 42465	\$20.94
		06 234013		OILCAP KIT VEH 4118 WO 42525	\$15.41
		06 234400		BEARING/BRK VEH 4112 WO 42728	\$194.05
		06 234554		PIPMT JACK VEH 6585 WO 42825	\$141.41
		06 234607	234780	BEARING/BRK VEH 4114 WO 42812	\$194.05
		06 234610		ROPE RING VEH 4114 WO 42812	\$20.93
		06 235016	234952	BEARING/BRK VEH 4111 WO 42953	\$540.78
		24552	234959	TOOL BX/COAT VEH 2457 WO 43051	\$1,006.36
WEST COAST OFF ROAD		24553	234785	CAB RACK VEH 2455 WO 42827	\$722.58
		WCCI16108	234788	HYDR FLTR VEH 3320 WO 42942	\$204.10
WESTERN CASCADE CONTAINER LLC		WCCI16189		SLUG ASSY VEH 3320 WO 42818	\$716.01
		H258052	234564	HOUSING VEH 3142 WO 42724	\$47.12
WESTERN PETERBILT INC					



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WESTERN PETERBILT INC		H258384	234960	COMP ASSY VEH 3315 WO 42876	\$412.00
		H258406	234789	COIL ASSY VEH 3308 WO 42946	\$333.15
		H258412	234960	ACTUATOR VEH 3315 WO 42876	\$69.81
		H258443	234789	BUGSCREEN VEH 3311 WO 42901	\$76.88
		H258570	234960	CHAMBER/CLEV VEH 3280 WO 42914	\$37.12
WESTERN STATES EQUIPMENT COMPANY		CM00001154	234565	CREDIT RETURN VEH 7123	(\$166.00)
		CM00001658	234790	RETURN GASKET VEH 0800	(\$26.92)
		IN000020364		SERVICE/REP VEH 7123 WO 42885	\$2,747.42
		IN000020896	234565	SERVICE/REP VEH 7138 WO 42891	\$2,876.30
		IN000022796		COUPLING A VEH 7090 WO 42743	\$94.93
		IN000022864		PLG KIT/SCKT VEH 3335 WO 42757	\$20.69
		IN000024700	234790	G-SUPS VEH 7090 WO 42795	\$1,324.75
		IN000027406		COUPLING VEH 3283 WO 42794	\$17.72
		IN000029657		SEALS/FILTER VEH 7130 WO 40680	\$515.98
		in000029677		FILTERS VEH 7104 WO 42867	\$305.20
		IN000029691		FILTERS VEH 7090 WO 42866	\$336.64
		IN000031565	234961	TRBLE SHT VEH 7130 WO 42997	\$1,027.31
		IN000041756		COUPLINGS VEH 3335 WO 43006	\$27.40
		IN000027392	234790	COUPLING VEH 3283 WO 42794	\$124.71
WESTERN SYSTEMS & FABRICATION INC		15165	234566	SOURCESWITCH VEH 3335 WO 42757	\$192.96
		15215	234791	ELEMENT VEH 3296 WO 42843	\$138.63
		15218		ZIP TUBE VEH 3291 WO 43019	\$2,542.99
		15237		VALVE VEH 3255 WO 42792	\$273.52
WIH RESOURCE GROUP INC	P056509	0516-COR	234963	ALTERNATIVE FUEL STUDY. THE	\$27,910.92
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$68.76
EQUIPMENT MAINTENANCE TOTAL ****					\$144,722.61
EQUIPMENT MAINTENANCE FUND Total ***					\$144,722.61
FUND 503	EQUIPMENT REPLACEMENT FUND				
Division: 215	EQUIPMENT REPLACEMENT				
CORWIN OF PASCO LLC	P056153	304129	234463	LICENSE FEES	\$115.25
	P056153			SALES TAX	\$2,633.75
	P056153			ONE (1) NEW 2016 FORD EXPLORER	\$30,625.00
	P056154	304130		SALES TAX	\$2,633.75
	P056154			LICENSE FEES	\$115.25
	P056154			ONE (1) NEW 2016 FORD EXPLORER	\$30,625.00
	P056155	304131		ONE (1) NEW 2016 FORD EXPLORER	\$30,625.00
	P056155			SALES TAX	\$2,633.75
	P056155			LICENSE FEES	\$307.50
	P056240	304303	234674	LICENSE AND DOC FEES	\$115.25
	P056240			ONE (1) NEW 2016 FORD F-350 1-	\$29,140.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CORWIN OF PASCO LLC	P056240	304303	234674	SALES TAX @ 8.6%	\$2,506.04
DAY MANAGEMENT CORPORATION DBA	P056573	579622	234880	SALES TAX	\$570.95
	P056573			UP-FIT FOR 2016 FORD EXPLORER	\$6,638.94
	P056572	579623		SALES TAX	\$494.55
	P056572			UP-FIT FOR 2016 FORD EXPLORER	\$5,750.56
	P056373	579629		2016 UP-FIT PACKAGE FOR DETECT	\$8,609.12
	P056373			SALES TAX @ 8.6%	\$740.38
	P056372	579648		SALES TAX @ 8.6%	\$357.11
	P056372			2016 UP-FIT PACKAGE FOR DETECT	\$4,152.50
JIM'S PACIFIC GARAGES INC	P056326	V100000060	234904	ONE (1) 2016 NEW CONVERTOR DOL	\$11,762.47
EQUIPMENT REPLACEMENT TOTAL ****					\$171,152.12
EQUIPMENT REPLACEMENT FUND Total ***					\$171,152.12
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING			
ABADAN INC		ARIN063712	234627	ASBUILTS	\$39.63
AT&T WIRELESS		04/16-28724328888	234425	287243288881 03/27-04/26/16	\$92.92
				287243288881 03/27-04/26/16	\$62.55
BENTON COUNTY TREASURER		3178	234431	BC IMAGES-MAY 2016	\$21.00
FEDERAL EXPRESS CORP		5-430-90924	234889	OVERNIGHT MAIL	\$6.10
IMT INC		7224	234487	WESTCLIFFE PH14 TESTING M15276	\$437.50
		7237		WHITE BLUFFS PH3 M16083	\$202.50
PENWELL, DAN		052616	234925	REIMBURSE EXCISE TAX FEES	\$20.00
RICHLAND ACE HARDWARE		51339	234932	DUPLICATE KEY VEH 2347	\$3.25
TRI CITY HERALD	S016931	02365503	234551	RFQ - RACHEL RD ALIGNMENT STUD	\$131.87
TRUE SURVEY SUPPLY INC		9282	234953	SAFETY VEST - DAHLAN	\$125.92
XO HOLDINGS LLC DBA		0282859278	234964	PHONE CHARGES 5/23-6/22/16	\$185.83
PW ADMIN & ENGINEERING TOTAL ****					\$1,329.07
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$1,329.07
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
LIFE INSURANCE COMPANY OF NORTH AMERICA		06/2016-FLI051384	234912	FLI051384 PREMIUMS-JUNE	\$9,154.90
		06/2016-LK030278		LK030278 PREMIUMS-JUNE	\$10,365.14
		06/2016-OK807703		OK807703 PREMIUMS-JUNE	\$2,001.27
MERCER (US) INC	P056134	102210002799	234727	PROVIDE BENEFITS CONSULTING AN	\$6,375.00
REHN & ASSOCIATES INC		APR 2016	234754	HRA PREMIUMS-APRIL	\$309.75
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$28,206.06
HEALTH CARE/BENEFITS PLAN Total ***					\$28,206.06



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 522		POST EMP HEALTHCARE PLAN			
Division:	224	POST EMPLOYMENT BENEFITS PRGM			
MERCER (US) INC	P056134	102210002799	234727	PROVIDE BENEFITS CONSULTING AN	\$708.33
				POST EMPLOYMENT BENEFITS PRGM TOTAL****	\$708.33
				POST EMP HEALTHCARE PLAN Total ***	\$708.33
FUND 611		FIREMAN'S PENSION			
Division:	216	FIRE PENSION			
BAKER, MARSHALL R		JUNE 2016	234639	MEDICARE PREMIUM/BAKER	\$104.90
BOWLS, DAVID			234647	MEDICARE PREMIUM/BOWLS	\$104.90
CANFIELD, HARRY R			234654	MEDICARE PREMIUM/CANFIELD	\$104.90
CARRICK, HENRY		050916HC	234608	NON COVERED RX 3/25-5/9/16	\$143.81
		JUNE 2016	234655	MEDICARE PREMIUM/CARRICK	\$104.90
CITY OF RICHLAND		16-188 HOPKINS-2	234575	16-188 WSLEA 2016 CONF	\$347.83
		16-212 RONEY		16-212 WSLEA 2016 CONF	\$679.70
CLARK, FRANK M		JUNE 2016	234664	MEDICARE PREMIUM/CLARK	\$104.90
DOWNES, DANNY			234681	MEDICARE PREMIUM/DOWNES	\$121.80
ELIASON, CURTIS			234684	MEDICARE PREMIUM/ELIASON	\$104.90
ESTY, RAYMOND J		041116RE	234609	NON COVERED RX 4/11/16	\$55.00
		JUNE 2016	234687	MEDICARE PREMIUM/ESTY	\$104.90
FERRIANS, ALLEN LARRY			234693	MEDICARE PREMIUM/FERRIANS	\$105.80
GUTMANN, TIMOTHY G DDS		042016DS	234612	NON COVERED DENTAL 4/20/16	\$117.00
HEASTON & THOMPSON VISION CLINIC		092215RL	234613	NON COVERED VISION 9/22/15	\$99.59
		092315RL		NON COVERED VISION	\$535.00
HOUCHIN, EARL		JUNE 2016	234708	MEDICARE PREMIUM/HOUCHIN	\$104.90
JAMES M CAREY DMD		033016MB	234614	NON COVERED DENTAL 3/30/16	\$61.80
JOHNSON, NEILS E		JUNE 2016	234712	MEDICARE PREMIUM/JOHNSON	\$104.90
JONES, HAROLD			234713	MEDICARE PREMIUM/JONES	\$104.90
KEYS, JACK D			234719	MEDICARE PREMIUM/KEYS	\$129.30
LAHTI, ROGER P			234721	MEDICARE PREMIUM/LAHTI	\$104.90
MITCHELL, RAYMOND L			234730	MEDICARE PREMIUM/MITCHELL	\$105.80
MULROY, JAMES P			234735	MEDICARE PREMIUM/MULROY	\$121.80
MURRAY, DAVID			234736	MEDICARE PREMIUM/MURRAY	\$104.90
MYERS, EDWARD A			234737	MEDICARE PREMIUM/MYERS	\$104.90
OWEN, MICHAEL			234741	MEDICARE PREMIUM/OWEN	\$104.90
POLLARD, JAMES			234749	MEDICARE PREMIUM/POLLARD	\$104.90
PRESCRIPTION PHARMACY PLLC		032216NJ	234621	NON COVERED RX 3/22/16	\$11.64
		041116CE		NON COVERED RX'S	\$70.85
		042716HJ		NON COVERED RX'S	\$98.84



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RKSO LLC DBA		052316HC	234623	NON COVERED RX 5/23/16	\$969.00
RODGERS, GARY H		JUNE 2016	234761	MEDICARE PREMIUM/RODGERS	\$121.80
RONEY, LARRY			234762	MEDICARE PREMIUM/RONEY	\$104.90
SIEMENS, DONALD			234767	MEDICARE PREMIUM/SIEMENS	\$104.90
SNYDER, RONALD K DDS		030816CE	234624	NON COVERED DENTAL 3/8/16	\$632.00
WEST, ROYAL		JUNE 2016	234787	MEDICARE PREMIUM/WEST	\$104.90
WILLIAMSON, CRAIG E			234794	MEDICARE PREMIUM/WILLIAMSON	\$104.90
FIRE PENSION TOTAL ****					\$6,521.46
FIREMAN'S PENSION Total ***					\$6,521.46
FUND 612	POLICEMEN'S PENSION				
Division:	217	POLICE PENSION			
ANDERS, PETER		JUNE 2016	234632	MEDICARE PREMIUM/ANDERS	\$104.90
BADGLEY, KERI RANDALL			234638	MEDICARE PREMIUM/BADGLEY	\$121.80
BATES, LAURIE VERN JR			234640	MEDICARE PREMIUM/BATES	\$104.90
BEDEN, LARRY			234643	MEDICARE PREMIUM/BEDEN	\$104.90
BRUNSON, DALE A			234651	MEDICARE PREMIUM/BRUNSON	\$104.90
BUSH, LEE			234653	MEDICARE PREMIUM/BUSH	\$104.90
CASE, MIKE			234864	MEDICARE PREMIUM/CASE	\$121.80
CITY OF RICHLAND		16-188 HOPKINS	234575	16-188 WSLEA 2016 CONF	\$347.84
		16-213 MOORE		16-213 WSLEA 2016 CONF	\$679.70
		16-214 COUCH		16-214 WSLEA 2016 CONF	\$679.70
CLEAVENGER, WILL J		JUNE 2016	234665	MEDICARE PREMIUM/CLEAVENGER	\$105.80
CLEMENTS, JOHN M			234666	MEDICARE PREMIUM/CLEMENTS	\$104.90
COUCH, LARRY			234675	MEDICARE PREMIUM/COUCH	\$104.90
DEMYER, JAMES J			234679	MEDICARE PREMIUM/DEMYER	\$104.90
DRIVER, DOUGLAS D			234682	MEDICARE PREMIUM/DRIVER	\$121.80
DUCHEMIN, ROGER			234683	MEDICARE PREMIUM/DUCHEMIN	\$104.90
GANLEY, JOHN M			234697	MEDICARE PREMIUM/GANLEY	\$104.90
GOTTLIEB, ROBERT DDS		032116JC	234610	NON COVERED DENTAL 3/21/16	\$834.00
GRANDRIDGE EYE CLINIC		032416WC	234611	NON COVERED VISION 3/24/16	\$85.00
HEASTON & THOMPSON VISION CLINIC		073115DL-2	234613	NON COVERED VISION 7/31/15	\$112.00
HIGGINS, FRED C		JUNE 2016	234707	MEDICARE PREMIUM/HIGGINS	\$104.90
LAGERGREN, KENNETH E DDS		041216RT	234615	NON COVERED DENTAL 4/12/16	\$150.00
LEWIS, DAVID L		JUNE 2016	234722	MEDICARE PREMIUM/LEWIS	\$105.80
LOHDEFINCK, RICHARD N			234723	MEDICARE PREMIUM/LOHDEFINCK	\$104.90
MALLEY'S PHARMACY		041416EB	234616	NON COVERED RX 4/14/16	\$700.00
		041416MC		NON COVERED RX 4/14/16	\$218.00
MATHESON, HAN & GIESA PLLC		041816DL	234617	NON COVERED DENTAL 4/18/16	\$1,145.00
				NON COVERED DENTAL 4/18/16	\$35.00
MOORE, ROBERT		051216	234618	NON COVERED VISION 5/12/16	\$228.00



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MOORE, ROBERT		JUNE 2016	234734	MEDICARE PREMIUM/MOORE	\$104.90
MORGAN, JEFFREY DMD		032916RM	234619	NON COVERED DENTAL 3/29/16	\$46.60
OPTICAL ACCENTS		041916DB	234620	NON COVERED VISION 4/19/16	\$405.00
PRESCRIPTION PHARMACY PLLC		040416JC	234621	NON COVERED RX 4/4/16	\$337.81
		041116GT		NON COVERED RX'S	\$57.06
		041816RT		NON COVERED RX'S	\$172.23
		041916WC		NON COVERED RX 4/19/16	\$50.68
REUTER, KATHLEEN DMD		041416MC	234622	NON COVERED DENTAL 4/14/16	\$408.50
SNYDER, RONALD K DDS		040516JD	234624	NON COVERED DENTAL 4/5/16	\$94.40
SPARKS, DAVID W		JUNE 2016	234768	MEDICARE PREMIUM/SPARKS	\$104.90
THOMAS, GERALD D			234774	MEDICARE PREMIUM/THOMAS	\$104.90
TURNER, ROY			234781	MEDICARE PREMIUM/TURNER	\$104.90
WILMOTH, ROD			234795	MEDICARE PREMIUM/WILMOTH	\$104.90
ZIMMERMAN, GERALD			234797	MEDICARE PREMIUM/ZIMMERMAN	\$121.80
POLICE PENSION TOTAL ****					\$9,268.62
POLICEMEN'S PENSION Total ***					\$9,268.62
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division:	600	SECOMM OPERATIONS GENERAL			
AT&T LONG DISTANCE		05/16 03030107210	234852	FAX LINES 04/21-05/22/16	\$33.28
BIG MC INC		22860	234436	CHAIR CLEANING	\$240.00
		22861		CHAIR CLEANING DAY 2	\$140.00
CENTURYLINK		0516/509-786-2112	234446	GENERAL 05/6-06/5/16	\$102.12
		0516-509-624-3863	234659	GENERAL 05/16-06/16/16	\$7.31
CHARTER COMMUNICATIONS		0516-180070706114	234660	CABLE SERVICE 05/30-06/29/16	\$28.09
CITY OF RICHLAND		16-179 PROVENCHER	234575	16-179 WPRO SPRNG TRAIN CON	\$435.24
		3906686	234448	BCES UTILITY SRVC 04/01-05/02	\$2,485.67
CORPORATE TRANSLATION SERVICES INC		89072	234462	TRANSLATION SRVCS-APR 2016	\$55.17
FRONTIER		05/16 2061881060	234892	GENERAL 05/19-06/18/16	\$413.47
		05/16 2061882381	234696	GENERAL 5/10-6/09/16	\$241.15
		05/16 2530120862	234892	GENERAL 05/22-06/21/16	\$37.81
		05/16 5096281472	234477	GENERAL 5/4 - 6/3/16	\$69.97
		05/16 5096282600	234696	TELEPHONE CHARGE 5/10/16-6/09/	\$981.26
		05/16 5096282608	234477	GENERAL 5/7-6/6/16	\$81.45
		05/16 5097352383		GENERAL 5/7-6/6/16	\$158.70
LANGUAGE LINE SERVICES LLC		3823026	234501	NONEMERGENCY TRANSLATION-APR	\$2.57
LETTRICK, R. KIM		16-082 LETTRICK	234823	16-082 ACCESS TAC CLASS	\$34.86
MOON, TAE-IM PHD		050316	234514	PSYCH EVALUATION-WALTER	\$400.00
OLLERMAN, TRACEY		053116	234919	SUMMER FUN/CLEANING SUPPLIE	\$150.21
		053116-2		SUMMER FUN/CLEANING SUPPLIE	\$70.14
PROVENCHER, JODY		16-179 PROVENCHER	234598	16-179 WPRO SPRNG TRAIN CON	\$3.30



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SPRAGUE PEST SOLUTIONS		2856923/2856924	234536	PEST CONTROL SRVCS-MAY	\$88.66
US IDENTIFICATION MANUAL		190256	234956	ID MANUAL UPDATE TO 8/31/17	\$82.50
VERIZON WIRELESS		9764928602	234559	CELL PHONES 04/7-05/6/16	\$293.35
WATER SOLUTIONS INC		13342	234561	WATER FILTRATION 05/7-06/6/16	\$33.67
SECOMM OPERATIONS GENERAL TOTAL ****					\$6,669.95
Division:	601	E911 OPERATIONS			
BARBER, JAMES		16-235 BARBER	234800	16-235 STATE 911 MTG	\$275.02
CITY OF RICHLAND		16-196 LETTRICK	234575	16-196 E911 TRNG CONN MTG	\$194.12
CORPORATE TRANSLATION SERVICES INC		88900	234462	TRANSLATION SRVCS-APR 2016	\$192.52
ENTERPRISE HOLDINGS INC		05/16-45WA423	234472	16-070 CHILDRESS RENTAL CAR	\$38.35
				16-119 LETTRICK RENTAL CAR	\$38.35
				16-184 LETTRICK RENTAL CAR	\$192.25
				16-170 GEORGE RENTAL CAR	\$76.30
				16-171 BARBER RENTAL CAR	\$82.60
				16-84 BARBER RENTAL CAR	\$82.60
				16-130 DE GRAAF RENTAL CAR	\$154.71
FRONTIER		05/16 2061882381	234696	GENERAL 5/10-6/09/16	\$241.14
LANGUAGE LINE SERVICES LLC		3829304	234501	E911 TRANSLATION-APR	\$14.11
LETTRICK, R. KIM		16-196 LETTRICK	234592	16-196 E911 TRNG CONN MTG	\$49.01
MOON, TAE-IM PHD		050316	234514	PSYCH EVALUATION-WALTER	\$400.00
E911 OPERATIONS TOTAL ****					\$2,031.08
Division:	602	SECOMM AGENCY			
BRASHEAR ELECTRIC INC	P056619	26515	234649	REPLACE LAMPS AND CLEAN LENS,	\$334.74
DESERTGREEN LAWN & TREE CARE LLC		154476	234469	TREAT SHRUB BEDS	\$25.66
MOON SECURITY SERVICES INC		823572	234732	BCES FIRE ALARM TESTING	\$126.52
SECOMM AGENCY TOTAL ****					\$486.92
SOUTHEAST COMMUNICATIONS CTR Total ***					\$9,187.95
FUND	642	800 MHZ PROJECT			
Division:	610	800 MHZ			
BENTON PUD	P056557	05/16-3423907365	234433	RATTLESNAKE MTN LEASE	\$564.27
KLICKITAT COUNTY PUD		04/16-69552623	234499	GOLGATHA UTILITIES 03/31-04/29	\$239.23
800 MHZ TOTAL ****					\$803.50
800 MHZ PROJECT Total ***					\$803.50
FUND	643	EMERGENCY MANAGEMENT			
Division:	620	STATE / LOCAL ASSISTANCE			
CITY OF RICHLAND		3906686	234448	BCES UTILITY SRVC 04/01-05/02	\$828.55
DAVIS, DEANNA		16-246 DAVIS	234808	16-246 LEPC ANNUAL CONF	\$90.00
FRONTIER		05/16 5096282600	234696	TELEPHONE CHARGE 5/10/16-6/09/	\$327.08



City Of Richland

VL-1 Voucher Listing

From: 5/23/2016 To: 6/10/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VERIZON WIRELESS		9764928602	234559	CELL PHONES 04/7-05/6/16	\$98.92
STATE / LOCAL ASSISTANCE TOTAL ****					\$1,344.55
Division: 621	RADIOLOGICAL EMGCY PREPAREDNES				
CHARTER COMMUNICATIONS		0516-180070706114	234660	CABLE SERVICE 05/30-06/29/16	\$112.35
CITY OF RICHLAND		3906686	234448	BCES UTILITY SRVC 04/01-05/02	\$828.55
FRONTIER		05/16 5096282600	234696	TELEPHONE CHARGE 5/10/16-6/09/	\$327.09
LUDLUM MEASUREMENTS INC	P056511	00405712	234504	FREIGHT	\$56.47
	P056511			LUDLUM MODEL 12 CALIBRATION WI	\$651.60
MID COLUMBIA ENGINEERING INC	P056132	ST008448	234509	BECKI COATS, SURVEY TAKER	\$259.20
	P056132	ST008470	234728	BECKI COATS, SURVEY TAKER	\$267.30
	P056132	ST008490	234917	BECKI COATS, SURVEY TAKER	\$324.00
VERIZON WIRELESS		9764928602	234559	CELL PHONES 04/7-05/6/16	\$78.90
WATER SOLUTIONS INC		13342	234561	WATER FILTRATION 05/7-06/6/16	\$33.66
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$2,939.12
Division: 622	DOE EMERGENCY PREPAREDNESS				
FRONTIER		05/16 5096282600	234696	TELEPHONE CHARGE 5/10/16-6/09/	\$327.09
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$327.09
Division: 623	JURISIDICITION				
AT&T LONG DISTANCE		05/16 03030107210	234852	FAX LINES 04/21-05/22/16	\$33.27
BRASHEAR ELECTRIC INC	P056619	26515	234649	REPLACE LAMPS AND CLEAN LENS,	\$334.73
DESERTGREEN LAWN & TREE CARE LLC		154476	234469	TREAT SHRUB BEDS	\$25.65
MOON SECURITY SERVICES INC		823572	234732	BCES FIRE ALARM TESTING	\$126.52
SPRAGUE PEST SOLUTIONS		2856923/2856924	234536	PEST CONTROL SRVCS-MAY	\$88.66
JURISIDICITION TOTAL ****					\$608.83
Division: 630	HOMELAND SECURITY PREPARDNESS				
BENTON COUNTY FIRE DIST 1		2016-32	234430	REHAB UNT/LABR/PRTS/SPPLIES	\$8,000.00
HOMELAND SECURITY PREPARDNESS TOTAL ****					\$8,000.00
EMERGENCY MANAGEMENT Total ***					\$13,219.59
FUND 644	MICRO-WAVE				
Division: 611	MICROWAVE				
BENTON PUD	P056557	05/16-3423907365	234433	RATTLESNAKE MTN LEASE	\$564.27
DAY MANAGEMENT CORPORATION DBA		410558	234465	MICROWAVE PARTS	\$1,846.20
MICROWAVE TOTAL ****					\$2,410.47
MICRO-WAVE Total ***					\$2,410.47



City Of Richland

VL-1 Voucher Listing

From: 5/23/2016 To: 6/10/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$2,066,048.04

Number of Invoices

Amount

Vouchers In Richland	328	\$132,015.87
Vouchers In Tri Cities	220	\$407,509.39
Vouchers In WA	290	\$663,402.58
Vouchers Outside WA	570	\$863,120.20
Vouchers Final Total.....	1408	\$2,066,048.04

Ob ject Category	Title	Total	Percentage
2	BENEFITS	\$44,184.68	2.14%
3	SUPPLIES	\$384,112.22	18.59%
4	OTHER SERVICES & CHARGES	\$657,552.57	31.83%
5	INTERGOVERNMENTAL SERVICES	\$58,138.98	2.81%
6	CAPITAL PROJECTS	\$530,266.39	25.67%
	MACHINERY & EQUIPMENT	\$227,689.47	11.02%
9	INTERFUND SERVICES	\$610.26	0.03%
	INVENTORY PURCHASES	\$163,493.47	7.91%
	Total	\$2,066,048.04	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/21/2016

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: 06/21/2016

Agenda Category: Reports and Comments

Key Element:

Subject:
City Council

Department:
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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/21/2016

Agenda Category: Reports and Comments

Key Element:

Subject:
Mayor

Department:
City Council

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments: