



Agenda
City Council Regular Meeting
Tuesday, July 5, 2016
City Hall Council Chamber | 505 Swift Boulevard

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

Agenda Item:

1. State of Washington Proposal to Breach the Bateman Island Causeway (10 minutes)
 - Joe Schiessl, Parks and Public Facilities Director
2. Status of Property Purchase from the USA for the Swift Corridor: City Hall Project (10 minutes)
 - Joe Schiessl, Parks and Public Facilities Director
3. Discuss Meeting Agenda Items (10 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:

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

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

5. Proposing Waterline Relinquishment for Richland School District - Resolution No. 139-16
 - 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:

6. Adopt the Minutes of the Council Meetings Held June 21 and 28, 2016
 - Heather Kintzley, City Attorney

Ordinances - Second Reading/Passage:

7. Ordinance No. 31-16, Amending RMC Title 28, Telecommunications, Regarding Cable Video Services
 - Heather Kintzley, City Attorney

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

Resolutions – Adoption:

11. Resolution No. 121-16, Authorizing an Agreement with D. Hittle & Associates for Design and Construction Management of Phases 1 and 2 of Reata Sub to Dallas Rd Sub Transmission Line Project
 - Bob Hammond, Energy Services Director
12. Resolution No. 133-16, Authorizing a Consultant Agreement with Oneza & Associates for the Update of the City's Comprehensive Plan
 - Kerwin Jensen, Community Development Director
13. Resolution No. 137-16, First Amendment to 2008 First Night Tri-Cities Agreement
 - Heather Kintzley, City Attorney
14. Resolution No. 138-16, Awarding Construction Contract to Wheeler Excavation, LLC for the Stormwater Quality Retrofit Project
 - Pete Rogalsky, Public Works Director
15. Resolution No. 139-16, Approving Waterline Easement Relinquishment for Richland School District No. 400
 - Pete Rogalsky, Public Works Director
16. Resolution 141-16, Approving a Settlement Agreement with Charter Communications
 - Heather Kintzley, City Attorney

Expenditures - Approval:

17. Expenditures from June 13, 2016 - June 24, 2016 for \$6,391,274.09 including Check Nos. 234993-235438, Wire Nos. 6187-6196, Payroll Check Nos. 106849-107379, and Payroll Wire/ACH Nos. 9488-9502
 - 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: 07/05/2016

Agenda Category: Agenda Item

Key Element:

Subject:

State of Washington Proposal to Breach the Bateman Island Causeway (10 minutes)

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 07/05/2016

Agenda Category: Agenda Item

Key Element:

Subject:

Status of Property Purchase from the USA for the Swift Corridor: City Hall Project (10 minutes)

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 07/05/2016

Agenda Category: Agenda Item

Key Element:

Subject:

Discuss Meeting Agenda Items (10 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 07/05/2016

Agenda Category: Presentations

Key Element:

Subject:

New Hire/Retirements (5 minutes)

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Newly hired employees and employee retirements that occurred within the last month will be presented to Council this evening.

Any new employees able to attend this evening will be introduced to Council.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 07/05/2016

Agenda Category: Public Hearing

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Proposing Waterline Relinquishment for Richland School District - Resolution No. 139-16

Department:

Public Works

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

This is a public hearing to receive testimony regarding a proposed relinquishment of an abandoned City waterline easement on Richland School District property.

Please refer to the Staff Report for Resolution 139-16 for more specific information.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 07/05/2016

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Adopt the Minutes of the Council Meetings Held June 21 and 28, 2016

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the minutes of the Council meeting(s) held on June 21 and 28, 2016

Summary:

None.

Fiscal Impact:

None.

Attachments:

1. Draft 062116 Council Minutes
2. Draft 062816 Council Minutes



MINUTES
RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, June 21, 2016

Draft

Pre-Meeting:

Mayor Thompson called the pre-meeting executive session to order at 6:45 p.m. in the City Manager's Conference Room in the City Hall Annex building.

Attendance:

Mayor Thompson, Councilmembers, Anderson, Lemley, Luzzo Gilmour and Rose were present.

Also present were City Manager Reents, City Attorney Kintzley, Community Development Director Jensen, and Administrative Services Director Koch.

Executive Session:

1. Per RCW 42.30.110(1)(i)(iii) – Potential Litigation (30 minutes)
- Heather Kintzley, City Attorney

COUNCILMEMBER LEMLEY MOVED AND COUNCILMEMBER ANDERSON SECONDED A MOTION TO MOVE INTO EXECUTIVE SESSION AT 6:45 P.M. TO DISCUSS POTENTIAL LITIGATION FOR 30 MINUTES. THE MOTION CARRIED 5-0.

COUNCILMEMBER LUZZO GILMOUR MOVED AND COUNCILMEMBER ANDERSON SECONDED A MOTION TO EXTEND THE EXECUTIVE SESSION FOR AN ADDITIONAL EIGHT MINUTES AT 7:15 P.M. THE MOTION CARRIED 5-0.

COUNCILMEMBER LUZZO GILMOUR MOVED AND COUNCILMEMBER LEMLEY SECONDED A MOTION TO MOVE OUT OF EXECUTIVE SESSION AT 7:23 P.M. THE MOTION CARRIED 5-0.

Assistant City Manager Amundson and Deputy City Clerk Barham joined the pre-meeting at 7:24 p.m.

Discussion of Council Meeting Agenda Items:

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

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, Councilmembers, Anderson, Lemley, Luzzo Gilmour and Rose were present.

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

COUNCILMEMBER ROSE MOVED AND COUNCILMEMBER ANDERSON SECONDED A MOTION TO EXCUSE MAYOR PRO TEM CHRISTENSEN AND COUNCILMEMBER KENT. THE MOTION CARRIED 5-0.

Pledge of Allegiance:

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

Approval of Agenda:

COUNCILMEMBER LUZZO GILMORE MOVED AND COUNCILMEMBER LEMLEY SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 5-0.

Presentations:

1. Fourth of July Fireworks Update (5 minutes)
 - Chris Skinner, Police Services Director
 - Tom Huntington, Fire and Emergency Services Director

Communications and Marketing Manager Logan introduced the public service announcement video for the upcoming Independence Day celebration with fireworks.

Chief Skinner explained that on the 4th of July the on-duty police officers plan to first educate, then confiscate and as a last resort write a citation to citizens for illegal fireworks.

Chief Huntington explained that the Fire and Emergency Services Department's emphasis is on educating citizens to be mindful of their surroundings before lighting off any fireworks.

2. CityView Video: Confluent Makerspace
 - Hollie Logan, Communications & Marketing Manager

Ms. Logan introduced the CityView video featuring the Confluent Makerspace operation owned by Nick Napoli. This is a place where inventors, technologists, artists and hobbyists share resources and ultimately, build and create items under one roof.

3. Donation to Richland Public Library
 - Ann Roseberry, Library Manager

Mayor Thompson introduced Richland Library Foundation founding member Dr. Ron Kathren and Richland Library Board Chair Jana Kay Lunstad. Dr. Kathren presented a ceremonial check representing a \$100,000 donation to the Library to be used for the creation of a Science, Technology, Engineering, Arts and Math (STEAM) makerspace within the library.

Public Hearing:

1. Proposed Increase in the 2016 General Fund Budget Appropriation - Ordinance No. 33-16
 - Kerwin Jensen, Community Development Director

Mr. Jensen stated that the public hearing was for a proposed amendment to 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.

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.

Mayor Thompson opened the public hearing at 7:44 p.m. and closed the public hearing at 7:44:15 p.m. as there were no public comments.

1. Proposed Increase in 2016 Budget Appropriation in Stormwater Capital Improvement Plan - Ordinance No. 35-16
 - Pete Rogalsky, Public Works Director

Mr. Rogalsky stated that Washington 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 the consent calendar and proposes to appropriate existing fund balance in the Stormwater Fund for \$145,000 and to make changes to the 2016 to 2030 Capital Improvement Plan.

Mayor Thompson opened the public hearing at 7:45 p.m. and closed the public hearing at 7:45:15 p.m. as there were no public comments.

Public Comments:

Brenda Sartoris, 1730 Meadow Hills Dr., Richland, WA. Ms. Sartoris expressed concern about the sale and use of fireworks within Richland's City Limits.

Mayor Thompson explained the debate Council has every year whether to ban or not ban the sale and use of fireworks to individuals. He confirmed prohibited fireworks within the City Limits include fireworks that fly, quoting the tag line, "If it flies, it doesn't fly in Richland."

Ms. Sartoris expressed appreciation for the Police Services Department's efforts to control illegals use of fireworks, yet she is concerned of property loss due to the illegal use of fireworks.

Consent Calendar:

Deputy City Clerk Barham read the consent items.

Minutes:

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

Ordinances - First Reading:

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

Second Reading/Passage:

6. 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
7. 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
8. Ordinance No. 30-16, Amending the 2016 Budget for the Industrial Development Fund
- Kerwin Jensen, Community Development Director
9. Ordinance No. 32-16, Amending RMC Title 9: Crime, Related to Assault-Domestic Violence
- Heather Kintzley, City Attorney

Resolutions – Adoption:

10. Resolution No. 114-16, Authorizing Trail Lease Agreement with Washington State Department of Transportation for Vantage Highway Pathway Project
- Pete Rogalsky, Public Works Director
11. 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
12. Resolution No. 130-16, Adopting 2017 - 2022 Transportation Improvement Program
- Pete Rogalsky, Public Works Director
13. 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
14. 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:

15. 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

COUNCILMEMBER LUZZO GILMOUR MOVED AND COUNCILMEMBER LEMLEY SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THE MOTION CARRIED 5-0.

Reports and Comments:

1. City Manager:

Ms. Reents congratulated Councilmember Lemley for his recent appointment to Environmental Management Site-Specific Advisory Board (EM SSAB) at Hanford. EM SSAB, is also known as the Hanford Advisory Board. Mr. Lemley is representing the interest of the Benton Franklin Council of Governments as an alternate member. She also commented on the increased number of budget amendment items on recent Council agendas stating that it is an effort to give Council more control over the budget process and provide more transparency to the community.

2. Council:

Councilmember Luzzo Gilmour provided a brief update regarding the recent Tri-Cities Regional Public Facilities District meeting she attended. She stated the City of Kennewick placed a ballot issue to expand the Convention Center and if the ballot passes, the Tri-Cities Regional Public Facilities District will be placed into a stasis mode for the next 20 years.

3. Mayor:

Mayor Thompson expressed appreciation to City Attorney Kintzley and staff for the perseverance to work through and complete an agreement with Charter Communications. Lastly, he expressed appreciation to those who provided the Library donation and for making a difference the lives of individuals.

Adjournment:

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

Respectfully Submitted,

Debby Barham, Deputy City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:



MINUTES
CITY COUNCIL WORKSHOP
Richland City Hall ~ 505 Swift Boulevard
Tuesday, June 28, 2016

Draft

City Council Workshop – 6:00 p.m.

Attendance:

Mayor Thompson, Councilmembers Kent, Lemley, and Luzzo Gilmour were present.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Energy Services Director Hammond, Fire and Emergency Services Director Huntington, Community Development Director Jensen, Administrative Services Director Koch, Development Services Manager Simon, Finance Director Allen and City Clerk Hopkins.

Agenda Items:

1. 1,341-Acre Master Plan (30 minutes)
 - Kerwin Jensen, Community Development Director

Mr. Jensen introduced the Jub Engineers, Inc. staff who gave the following report: The City of Richland and Port of Benton recently acquired a combined total of 1,341 acres from the Department of Energy located north of Horn Rapids Road. The intent of this acreage is to reserve property for large, single-user sites in order to accommodate light industrial, manufacturing, and research related uses. In a joint effort, the City and Port have hired a local consulting firm JUB Engineers, Inc., to create a master plan for this area. The engineers discussed details of the master plan and asked Council for input on ideas that Council may have relative to future development and growth of the subject property.

Council's discussion included the cost, the partnerships involved, appropriate uses for the property, zoning, the marketing potential for the large parcel of land and who will be the decision maker regarding the property.

2. Review of 2017 Budget Process and Comprehensive Annual Financial Report (CAFR) Review (30 minutes)
 - Cathleen Koch, Administrative Services Director

Ms. Koch gave the following report: In accordance with Washington State law (RCW 35.33.075), the final budget passed by Council must be a balanced budget. She

reviewed in detail the 2017 budget process and timeline as well as the revenues and expenses estimates.

Mr. Allen said the City follows the Generally Accepted Accounting Principles (GAAP) and must prepare a Comprehensive Annual Financial Report (CAFR) by the end of May each year for the prior fiscal/calendar year. The 2015 CAFR is currently in draft form because it is not considered complete until the State Auditors have conducted their audit of the City's financial statements and rendered an opinion that will be included with the CAFR. He discussed the components of the CAFR in detail and how the City departments utilize the information.

Council had a general discussion on the 2017 budget and the CAFR.

3. Electric Utility Distributed Generation (30 minutes)
- Bob Hammond, Energy Services Director

Mr. Hammond gave the following report on the Richland Energy Services (RES) administration of the State of Washington Renewable Energy System Cost Recovery (RESCR) Program. Mr. Hammond summarized the information from the fact sheet and spoke on the future challenges of “distributed generation.”

RES staff intends to continue denying RESCR program applications until better estimates are developed for state fiscal year 2017. Due to large size of many of the new systems installed the past six months, it is highly probable that RES incentive payments may exceed the RESCR tax credit cap for state fiscal year 2017.

This will also allow time to address prospective policy issues first by the City's Utility Advisory Committee (UAC) (tentatively scheduled for the September), then ultimately by City Council. Although suspending the RESCR program applications, RES staff continues to accept net metering for all solar systems. Several customers continue to move forward with these systems in order to take advantage of net metering advantages. In summary, the program just displaces the amount of power delivered by RES when customer usage exceeds the solar system generation and sells power to RES at existing retail rates when customer usage is less than the solar system generation.

The report is centered on the financial aspects of incentive payments and the proliferation of distributed generation (local power generation like solar systems integrated into the City's electric utility system grid) that is anticipated to eventually cause complications with power quality and offset revenues necessary to recover basic costs to operate the electric utility. RES staff will be closely considering this matter with all

future policy considerations like retail rate analysis and smart grid deployment and will be prepared to bring forward associated policy recommendations for UAC and City Council consideration.

Council’s discussion included clarifications on various points of the report.

Other Business:

Ms. Reents said Mr. Allen attended the recent Richland Public Facilities District meeting and got the financial information the City has needed to review. She also said she attended the Benton County Commissioner’s meeting to express appreciation for the resolution they recently passed regarding rural county capital fund sales tax rebate that Benton County entities can use for economic development.

Adjournment:

Mayor Thompson adjourned the workshop at 7:32 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 07/05/2016

Agenda Category: Ordinances - Second Reading/Passage

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 second reading and pass 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 second reading and passage.

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.
- 28.12.370 Fee in lieu of franchise fee.
- 28.12.380 Exclusive contracts.
- 28.12.410 Captions.
- 28.12.420 Calculation of time.
- 28.12.430 Severability.
- 28.12.440 Connections to cable system; use of antennae.
- 28.12.450 Discrimination prohibited.
- 28.12.460 Transitional provisions.
- 28.12.470 Relation to Title 28 of the Richland Municipal Code.

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 5th day of July, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER D. KINTZLEY
City Attorney

Date Published: July 10, 2016



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 07/05/2016

Agenda Category: Ordinances - Second Reading/Passage

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 second reading and pass Ordinance No. 33-16, amending the 2016 General Fund Budget Appropriation for Professional Services to Update the Comprehensive Plan.

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 5th day of July, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: July 10, 2016



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 07/05/2016

Agenda Category: Ordinances - Second Reading/Passage

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 second reading and pass 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 second reading and passage.

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, after extensive negotiation between the parties, the City of Richland and Franchisee have settled on the terms and conditions of a renewal franchise as provided below.

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. Washington State University, 2710 Crimson Way, Richland, WA 99354.
3. 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 be published in the official newspaper of the City of Richland, and shall take effect on the 31st day following publication or execution by both parties, whichever is later.

PASSED by the City Council of the City of Richland at a regular meeting on the 5th day of July, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: July 10, 2016

Grantee's Acceptance of Ordinance No. 34-16

This is to advise the City of Richland that Falcon Video Communications, L.P. (the "Grantee"), hereby accepts Ordinance No. 34-16, passed by the City Council on July 5, 2016, regarding the renewed Cable Television Franchise Agreement between Grantee and the City.

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

By: _____

Name: _____

Title: _____

Date: _____

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: July 5, 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. Charter agrees to this proposed settlement arrangement, as is evidenced by Resolution No. 141-16.

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: 07/05/2016

Agenda Category: Ordinances - Second Reading/Passage

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 second reading and pass 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 at the Richardson Road site, which is owned by the Port of Benton. In March 2016, Council accepted the Ecology grant and approved an interlocal agreement with the Port of Benton 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.

Council approved first reading of this ordinance at its June 17, 2016 meeting. Resolution No. 138-16, awarding the construction contract for this project, is on tonight's agenda for Council action. Approval of this ordinance is needed to fully fund the construction contract.

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. Proposed Ordinance No. 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 5th day of July, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: July 10, 2016

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: 07/05/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 121-16, Authorizing an Agreement with D. Hittle & Associates for Design and Construction Management of Phases 1 and 2 of Reata Sub to Dallas Rd Sub Transmission Line Project

Department:
Energy Services

Ordinance/Resolution Number:
121-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 121-16, authorizing the City Manager to sign and execute an agreement with D. Hittle and Associates, Inc. for design and construction management of Phases 1 and 2 of the Reata Sub to Dallas Road Sub Transmission Line Project.

Summary:

The City of Richland Energy Services (RES) completed a twelve-year long-range electric utility infrastructure plan in 2014. Included in this plan is the construction of a new RES substation in the Dallas Rd area and a 115 kilo-volt (kV) transmission line to serve the new substation.

This transmission line is planned as a joint project with Benton PUD (BPUD) which also is responding to its utility growth and system reliability needs. This collaboration will result in savings to RES and BPUD rate payers compared to constructing this infrastructure separately. RES plans on taking the lead for the design and construction of this transmission line with cost-sharing from BPUD.

RES staff recommends adoption of Resolution No. 121-16 to allow the City Manager to execute and administer a consulting agreement with D. Hittle & Associates (DHA) to complete the design, prepare the construction bid documents and provide engineering and inspection services during the transmission line construction.

Fiscal Impact:

This project is included in the City's 2016 Capital Improvement Plan and budget for these consulting services is included in the approved 2016 City budget; Fund 401, Division 502, Expert Services account. This time and material contract is not to exceed \$58,900.

Attachments:

1. Proposed Resolution No. 121-16
2. Proposed Contract No. 147-16

RESOLUTION NO. 121-16

A RESOLUTION of the City of Richland authorizing execution of an agreement with D. Hittle and Associates for design and construction management of Phases 1 and 2 of Reata Road Sub to Dallas Road Sub Transmission Line Project.

WHEREAS, Richland Energy Services (RES) will be constructing a new substation in the Badger Mountain South (BMS) area to support new growth in the area; and

WHEREAS, this new substation will be fed from Reata Road Substation by the proposed 115kV transmission line; and

WHEREAS, RES and Benton PUD are joining efforts to complete a new 115kV transmission loop, which will be the first phase in the project; and

WHEREAS, new housing construction is starting to begin along the proposed transmission line corridor; and

WHEREAS, RES would like to have the transmission line constructed before the majority of the residences are built; and

WHEREAS, as D. Hittle & Associates (DHL) completed the majority of the transmission line design in 2014 before the project was put on hold, it would be the most cost and time efficient method to have DHL complete the design.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the City Council authorizes the City Manager to execute and administer a consulting agreement with D. Hittle and Associates for design and construction management services and fund this engineering effort approved in the City's 2016 Budget.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 5th day of July, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this _____ day of July , 2016 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and **D. Hittle & Associates, Inc.**, 7515 W. Deschutes Avenue, Kennewick, Washington (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide consulting engineering services for the design, construction documents and construction oversight of the 115kV transmission line extending from Benton PUD's Reata Substation to the Richland Energy Services (RES) new substation near Dallas Road and State Highway I-81.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) Exhibit A - Task Order No. 160401
- c) This Agreement consists of this Agreement, the above referenced Exhibit(s) and other documents listed below. These form the entire Agreement between the parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) City of Richland Agreement No. 147-16
 - (ii) Exhibit A: Task Order No. 160401

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Richland representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.
- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by **September 30, 2017**.

4) PAYMENT

- a) For services rendered under this Agreement, the City shall pay the Consultant an amount not to exceed fifty-eight thousand nine hundred dollars and no cents **(\$58,900)**. Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Cost Estimate section of Task Order No. 160401.
- b) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

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

persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Consultant.

6) OWNERSHIP OF DOCUMENTS

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

7) TERMINATION

- a) This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event this Agreement is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.
- b) If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

8) AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a) As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b) Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within 30 days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within 20 days of receipt.
- c) All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this

Agreement, Consultant may seek judicial approval to prevent such disclosure at its sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.

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

9) DISPUTE RESOLUTION

- a) The City and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b) All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action.

10) DEBARMENT CERTIFICATION

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

www.sam.gov and

<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

11) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12) ATTORNEY'S FEES

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

13) INSURANCE

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

- a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by

such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

- b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Consultant's profession.
- c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d) Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
- g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.

- h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- i) Public Entity Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

14) INDEMNIFICATION / HOLD HARMLESS

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

15) STANDARD OF CARE

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

16) SUCCESSORS OR ASSIGNS

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

17) NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail,

return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

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

Contact Name: Randy Valerio
Name of Firm: D. Hittle and Associates, Inc.
Address: 7515 W. Deschutes Avenue
Address: Kennewick, WA 99336
Email: r.valerio@dhittle.com
Phone Number: (509) 735-5350
Fax Number: (509) 735-5355

18) EQUAL OPPORTUNITY AGREEMENT

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

19) PARTIAL INVALIDITY

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

20) AMENDMENTS

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

21) CHANGE IN LAW

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

22) CONFIDENTIALITY

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

advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

23) CHANGES OF WORK

- a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement.
- b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

24) EXTRA WORK

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

(Signature page to follow)

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

CITY OF RICHLAND, WASHINGTON

D. HITTLE & ASSOCIATES, INC.

CYNTHIA D. REENTS, ICMA-CM
City Manager

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER D. KINTZLEY
City Attorney

Signature

Randy Valerio _____

Printed Name

7515 W. Deschutes Avenue _____

Kennewick, WA 99336 _____

Address

Phone: (509) 735-5350 _____

Email: R.Valerio@dhittle.com _____

Fax: (509) 735-5355 _____

EXHIBIT A:

Task Order No. 160401

Task Order No. 160401
Badger South Transmission Line
City of Richland, Washington

D. Hittle & Associates, Inc. (DHA) shall provide consulting engineering services to the City of Richland Energy Services Department (RES) for the design, construction documents and construction oversight of approximately 3 miles of 115 kV transmission line extending from the Bonneville Power Administration (BPA) Badger/Reata transmission line near Benton County PUD's (BPUD) Reata Substation to RES's new substation site approximately one mile north of the interchange at Dallas Road and State Highway I-82. The scope of work is broken out into two phases: Phase One involves an approximate 3/4 mile section of the transmission line that utilizes steel transmission poles and Phase Two involves an approximate 2 1/4 mile section of the transmission line utilizing wood transmission poles. The Phase One section of the transmission line is being constructed in the same corridor as an existing BPUD 15,000 volt distribution line within the Summit View plat located south of Highway I-82 and East of Reata Road. The Phase Two section will be routed north of and adjacent to Highway I-82 from Reata Road to a new RES substation site along Dallas Road. The Phase Two section includes a 3/4 mile section of underground fiber optic conduit installed within the Highway I-82 right-of-way for the purpose of future communications between substations.

Significant consulting engineering services have already been provided related to acquiring right-of-way and easements and design for the transmission line. The scope of work covered by this Task Order describes efforts by DHA associated with finalizing of the design, preparation of contract/bid documents and providing construction management and oversight for the Badger South transmission line construction. RES requests that the Task Order be written to allow construction of the steel pole section (Phase One) to be performed at the same time or before the wood pole section (Phase Two). Therefore, where applicable this Task Order scope of work is written to allow phasing of the construction.

Based on discussion with RES staff and information provided, DHA understands the scope of work under this Task Order is as follows:

Right-of-Way, Easements, and Permits

DHA shall provide consulting services listed below to assist in the completion of the right-of-way and easement descriptions required for the projects.

1. The connection of the RES's transmission line into the BPA Badger-Reata Line transmission line has not been determined. RES shall provide all the negotiation with BPA and design of the tap of the BPA transmission line. No further involvement by DHA is required to negotiate or design the connection of RES's transmission line into the BPA lines.
2. The easement required to construct the steel pole section of line has been completed. In relation to the wood pole section, DHA previously provided to RES easement descriptions and property appraisals associated with the wood pole section of RES's transmission line. DHA shall review previously provided easement legal descriptions to confirm the legal

descriptions concur with the current circumstances and shall incorporate changes, as required, for each of the easements in the parcels indicated in table below. RES shall prepare the easement documents, provide any appraisals required, and negotiate purchase of the easement, substation site, or other parcels as required.

Parcel	Location/Owner	Purpose
1-0488-404-0000-001	Reata Place Plat Lot 1	Transmission Easement
1-0488-404-0000-002	Reata Place Plat Lot 2	Transmission Easement
1-0488-100-0002-007	NORAM Invest. LLC	Transmission Easement
1-3298-000-0003-001	NORAM Invest. LLC	Transmission Easement
1-3198-100-0001-001	NORAM Invest. LLC	Transmission Easement
1-3198-100-0001-001	NORAM Invest. LLC	Substation Site & Access Road Purchase
1-3198-100-0002-000	Cone	Substation Site Purchase

3. The transmission line utilizing steel transmission poles is being constructed in the same corridor as an existing BPUD 15,000 volt distribution line within the Summit View Subdivision located south of I-82 and East of Reata Road. An agreement has been negotiated which defines how to incorporate the BPUD distribution line requirements into the new steel transmission pole line design.

RES shall provide the following.

1. RES shall finalize easements documents and land purchases as required to complete acquisition of the right-of-way for the transmission line and substation/access road adjacent to Dallas Road.
2. RES shall provide a copy of the joint use pole agreement to DHA to allow the final design of the joint use of transmission line structures.

Design

Significant engineering services have already been provided relating to design of the transmission line. The following are engineering services DHA shall complete to finalize the design package:

1. DHA shall prepare 90% design package for single pole 115 kV transmission line which includes both the steel pole and wood pole sections of the line. The design documents shall include plan and profile view drawings in AutoCAD format, staking sheets, and summary of assembly units. The plan and profile drawings shall clearly identify the construction phase for the steel pole section from the construction phase of the wood pole section to allow RES to construct the line sections in phases. However, separate staking sheets shall be provided for each phase of construction.
2. DHA shall prepare 100% design package for single pole 115 kV transmission line after receiving review comments back from RES on the 90% design package. The 100% design package shall include plan and profile view drawings in AutoCAD format; pole loading calculations; and Phase One and Phase Two staking sheets, material list, and summary of assembly units.

3. DHA shall provide staking of all transmission line structures and fiber optic conduit system using a licensed surveyor to confirm the designs. Changes in the field conditions that impact the previously completed designs may require unforeseen design changes. Additional DHA design effort and/or re-staking of the transmission poles resulting from the unforeseen field conditions shall be approved by RES prior to proceeding with design changes.

RES shall provide the following:

1. Negotiate with BPA to connect RES's transmission line into the BPA Badger/Reata transmission line. However, the negotiation and design of the connection to the BPA line is excluded from this task order.
2. Provide DHA with vendor drawings of the steel poles, if different from drawings submitted to the City by DHA.

Construction Bid Documents

Significant engineering services have already been provided relating to preparation of construction bid documents for the transmission line. However, changes in the format and conditions of the RES bid documents prompts DHA to incorporate changes to portions of the previous draft construction bid document. DHA proposes to provide RES with two separate construction bid documents to allow bidding sections of the transmission line in phases. The first construction bid document includes construction of the steel pole section of line located in the Summit View Subdivision along the south right-of-way of Highway I-82 (Phase One). The second construction bid document shall include all the remaining line along the north right-of-way of Highway I-82 (Phase Two). The second bid document includes construction of the lines crossing over Highway I-82 at Reata Road and Dallas Road, and the construction of the fiber optic conduit system along the north right-of-way line of I-82 east of the I-82/Reata Road underpass. The construction of highway crossing from Pole 50 to Pole P51, and tapping the BPA transmission line near Reata Substation is excluded from this task order. The following list of tasks are engineering services provided by DHA that apply to each of the two separate bid documents. The two bid documents include the construction of the steel pole section (Poles P41 to P50) and the wood pole section (Pole P01 to P41).

1. DHA shall prepare each bid document and construction contract document incorporating the project conditions into the RES's template bid documents. Each bid document shall also include a bid proposal form, special conditions, specifications, material list, drawings and an engineering estimate of the construction.
2. DHA shall attend pre-bid meetings for each project.
3. Using a licensed surveyor DHA shall provide re-staking of the project(s), as required, where stakes are missing or destroyed. Any re-staking shall be billed at actual cost plus DHA's mark-up.

RES shall provide the following.

1. RES shall provide to DHA templates in Microsoft Word format of Division 00-Procurement and Contracting Requirements, Division 01-General Requirements and Small Works bidding requirements.
2. RES shall provide all bidding and procurement for the construction of the transmission line project.

Inspection & Construction Support Management

These services shall start at the pre-bid meeting and shall continue on as needed through completion of the installation, construction, and contract closure. DHA offers the following services to provide assurance that the completed projects will conform to the requirements of the Construction Contract Documents (bid documents) and RES's internal processes. This scope of work assumes that the following inspection and construction management services apply to each of the two construction projects. The two construction projects include the construction of the steel pole section (Poles P41 to P50) and the wood pole section (Pole P01 to P41).

1. DHA shall administer pre-construction meetings and weekly Contractor meetings associated with each construction project.
2. DHA shall monitor daily the planned construction activities of each project for compliance to Contract Documents and for adherence to safe working conditions. DHA shall notify RES of observed activities that are not in compliance with safety regulations, Contract Documents, or project schedule. DHA shall record daily construction activities and report weekly to RES the progress of the Contractor's work. At the end of the projects, DHA will provide a record of the daily reports and photographs of the construction activities.
3. DHA shall inspect Contractor furnished materials and work performed by the Contractor. DHA shall notify the Contractor and RES of any defective materials, non-conforming work or improper work done by the Contractor.
4. DHA shall promptly investigate changes to the work site condition discovered by the Contractor. DHA shall evaluate if the changed conditions will materially increase or decrease the costs of any portion of the work and provide recommendations to RES for RES's final resolution associated with the changed site conditions. RES shall be responsible to notify the Contractor of any change order that may result from these changed site conditions.
5. DHA shall work with RES to resolve conflicting instructions found in the Contract Documents. DHA shall recommend to RES any construction contract change orders. DHA shall notify the Contractor of any resolution to conflicts in the Contract Documents and of any negotiated change orders that may be required as directed by RES.
6. DHA shall prepare a punch list at the end of construction of the projects.
7. DHA shall review progress payment requests made by the Contractor. DHA shall recommend progress payment to RES for all progress payment requests.

8. DHA shall prepare construction record drawings using information provided from the Contractor and DHA inspection.

RES shall provide the following:

1. RES shall review and approve change orders recommended by DHA. Any change order not approved by RES shall be returned to DHA for reconsideration.
2. RES shall process for payment Contractor progress payment requests.
3. RES shall administer each Construction Contract.

Schedule

Right-of-Way, Easements, and Permits:

Steel Pole Section – Easements have been obtained for this section of line.

Wood Pole Section – Allow four weeks from RES giving DHA a Notice to Proceed for DHA to provide easement descriptions to RES for the seven remaining easements or property descriptions required in the wood pole section of the line. This will allow a surveyor to be scheduled and to incorporate any changes in the previously provided easements.

Design

Steel Pole & Wood Pole Sections Design

Field Stake Poles: Allow three weeks from DHA receiving Notice to Proceed to schedule and perform work by Surveyor.

90% Design Document Preparation: Allow DHA three weeks after field staking is done to complete the 90% Design Document.

RES Review of the 90% Design Document: Allow one week.

100% Design Document: Allow one week after receiving comments from RES of the 90% Design Document.

Construction Bid Documents

Steel Pole Section

90% Bid Document: Allow Two Weeks after RES approves the 90% Design Document

RES Review of the 90% Bid Document: Allow One Week

100% Bid Document: Allow one week after receiving comments from RES of the 90% Bid Document.

Wood Pole Section

90% Bid Document: Allow two weeks after completion of the 100% Bid Document of the Steel Pole Section noted above.

RES Review of the 90% Bid Document: Allow One Week

100% Document: Allow one week after receiving comments from RES of the 90% Bid Document for the Wood Pole Section.

Inspection & Construction Management

Steel Pole Section: To be determined by RES bid schedule

Wood Pole Section: To be determined by RES bid schedule

Cost Estimate

Based on the above scope of work, the cost for work to be performed is \$53,000 plus expenses (estimated to be \$1,400 for reproduction and \$4,500 for Land Surveying Services) and will require approximately 400 DHA staff hours. This estimate includes the following cost elements.

Design

Easements & Land Surveyor Services.....	\$ 4,500
Includes Field Staking and Easement Descriptions	
Design Documents	\$ 11,500
Includes Steel & Wood Pole Sections	

Construction Bid Documents

Steel Pole Section	\$ 3,500
Wood Pole Section	\$ 3,500
Drawing Reproduction	\$ 1,400
Includes Check, Final & Copy Prints	

Inspection & Construction Management:

Steel Pole Section	\$ 10,000
Assuming 4 Week Construction Schedule	
Wood Pole Section	\$ 18,600
Assuming 8 week Construction Schedule	

The billing will be hourly and DHA shall not exceed this amount without prior authorization from RES. DHA does not charge for incidental long distance telephone calls, general copies, faxes or postage. These costs are covered by our overhead. We do charge for drawing reproductions, Contractor bid sets and mileage. Services are billed on a monthly basis.

DHA Staffing

Wayne Collop, PE, will provide project design management, construction inspection, and direct the DHA team. Gary Wharton shall be the lead designer with the assistance of CADD Operator Zach Underhill. Randy Valerio, PE, will provide quality control and backup functions. Wayne will be the primary RES contact and will manage the project schedule.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 07/05/2016

Agenda Category: Resolutions – Adoption

Key Element: The comprehensive plan update will touch on all seven strategic keys.

Subject:

Resolution No. 133-16, Authorizing a Consultant Agreement with Oneza & Associates for the Update of the City's Comprehensive Plan

Department:

Community & Development Services

Ordinance/Resolution Number:

133-16

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 133-16, authorizing the City Manager to sign and execute an agreement with Oneza & Associates to update the City's comprehensive plan.

Summary:

City staff issued a request for proposal (RFP) to qualified consultants to assist the City in updating its comprehensive plan. A team of staff from Community Development, Energy Services and Parks & Public Facilities conducted interviews with the three firms who responded to the RFP, and selected Oneza & Associates as the most qualified.

The City is mandated through the Growth Management Act to complete its plan update by June 2017. In addition to Oneza, the consultant team includes three subconsultants: Anchor QEA, JUB Engineers and EconNorthwest. Both Anchor QEA and JUB are local, and have extensive knowledge of the City.

Resolution No. 133-16 authorizes the City Manager to execute an agreement with Oneza & Associates, who are ready to begin work on the project immediately.

Fiscal Impact:

The consultant agreement is for \$137,220. Half of this money (\$75,000) has been budgeted in 2016 per the adoption of a budget amendment authorized under Ordinance No. 33-16. The remainder will be included in the 2017 budget.

Attachments:

1. Resolution No. 133-16
2. Consultant Agreement

RESOLUTION NO. 133-16

A RESOLUTION of the City of Richland authorizing the execution of a Consultant Agreement with Oneza and Associates for the update of the City's Comprehensive Plan.

WHEREAS, on the City of Richland has an existing comprehensive plan that is mandated to be reviewed and updated by June 2017 in accordance with the provisions of the Washington State Growth Management Act; and

WHEREAS, City staff issued a Request for Proposal that was advertised and distributed to consulting firms with expertise in the preparation of comprehensive plans; and

WHEREAS, a consultant selection team made up of City staff in Community Development, Energy Services and Parks and Recreation found Oneza and Associates to be the most qualified; and

WHEREAS, a scope of work and a project budget has been established; and

WHEREAS, City staff recommends proceeding with the proposed contract as the negotiated agreement meets the City's needs within the budgeted funding amounts.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute a Consultant Agreement between the City and Oneza and Associates.

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 5th day of July, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this 5th day of July, 2016 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and Oneza and Associates, 3131 Western Avenue, Suite 316 Seattle, Wa (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide planning consulting services for the City of Richland 10 Year Comprehensive Plan Update Project.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) Exhibit A: Detailed Scope of Work
- c) This Agreement consists of this Agreement, the above referenced Exhibit(s) and other documents listed below. These form the entire Agreement between the parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) City of Richland Agreement No. 176-16
 - (ii) Exhibit A: Scope of Work
 - (iii) City Richland RFP #16-0065
 - (iv) Exhibit B: RFP 16-0065 proposal response submitted by Oneza & Associates dated May 31, 2016

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Richland representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation. The scope of work and RFP #16-00065 identify a number of public hearings, meetings, public workshops and Technical Advisory Committee meetings that the Consultant is required to attend. The City and Consultant shall work cooperatively to schedule such meetings.
- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of

performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by June 1, 2017.

4) PAYMENT

- a) For services rendered under this Agreement, the City shall pay the Consultant an amount not to exceed one hundred thirty seven thousand, two hundred and twenty dollars (\$137,220). Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A – Detailed Scope of Work.
- b) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or

other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Consultant.

6) OWNERSHIP OF DOCUMENTS

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

7) TERMINATION

- a) This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event this Agreement is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.
- b) If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

8) AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a) As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b) Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within 30 days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within 20 days of receipt.
- c) All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not

refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at its sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.

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

9) DISPUTE RESOLUTION

- a) The City and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b) All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolved by legal action.

10) DEBARMENT CERTIFICATION

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

www.sam.gov and

<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

11) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12) ATTORNEY'S FEES

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

13) INSURANCE

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

- a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 - 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 - 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - 4. Professional Liability insurance appropriate to the Consultant's profession.
- c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 - 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d) Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

- g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- i) Public Entity Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

14) INDEMNIFICATION / HOLD HARMLESS

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

15) STANDARD OF CARE

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

16) SUCCESSORS OR ASSIGNS

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

17) NOTICES

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

Purchasing Manager	Contact Name:	Ferdouse Oneza
City of Richland	Name of Firm:	Oneza & Associates
2700 Duportail Street, Bldg. 200	Address:	3131 Western Avenue
PO Box 190, M/S #11	Address:	Suite 316
Richland, WA 99352	Address:	Seattle, WA 98121
Email: purchasing@ci.richland.wa.us	Email:	foneza@onexaassociates.com
Phone: (509) 942-7710	Phone Number:	(509) 845-2453
Fax: (509) 942-7397		

18) EQUAL OPPORTUNITY AGREEMENT

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

19) PARTIAL INVALIDITY

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

20) AMENDMENTS

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

21) CHANGE IN LAW

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

22) CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose or sell confidential information except as permitted by this Agreement; (ii) only

permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

23) CHANGES OF WORK

- a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement.
- b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

24) EXTRA WORK

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

(Signature page to follow)

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

CITY OF RICHLAND, WASHINGTON

CONSULTANT

CYNTHIA D. REENTS, ICMA-CM
City Manager

Signature

ATTEST:

Printed Name

MARCIA HOPKINS
City Clerk

Address

Phone: _____

APPROVED AS TO FORM:

Email: _____

Fax: _____

HEATHER D. KINTZLEY
City Attorney

EXHIBIT A: Detailed Scope of Work

The Consultant will provide the services for a ten (10) year update of the City's Comprehensive Plan. The scope of work shall consist of the following nine tasks, which shall be completed within the time and budget parameters as described below:

Task 1: Assess existing conditions, identify gaps and needs.

Subtasks: Data Gathering, Data Assessment, Public Participation Plan, as detailed on page 9 of Task 1 of the RFP submittal response #16-0065.

Deliverables: Summary of existing resources via electronic submittal
Detailed Public Participation Plan

Deadline: July 31, 2016

Budget: \$5,600

Task 2: Process Initiation.

Subtasks: Start Public Outreach, EIS Scoping, Documents Guideline, as detailed on page 10, Task 2 of the RFP submittal response #16-0065.

Deliverables: Public meeting dates and outreach material;
Document guidelines via electronic submittal

Deadline: August 15, 2016

Budget: \$8,120

Task 3: Draft Vision, Preliminary Goals and Policies.

Subtasks: Review current vision, goals and policies and identify gaps; Visioning workshop; Citizen Survey; Scoping response and update; Identify Key Issues; Develop Goals and Policies, as detailed on page 10, Task 3 of the RFP submittal response #16-0065.

Deliverables: Draft vision, goals and policies via electronic submittal

Deadline: September 30, 2016

Budget: \$14,440

Task 4: Review Plan Elements.

Subtasks: Focus Group meetings; Plan elements include Land Use, Housing, Transportation, Economic Development, Utilities (water, wastewater, stormwater, electrical), Capital Facilities, Parks and Recreation, Environmental (critical areas and shorelines) as detailed on page 11, Task 4 of the RFP submittal response #16-0065.

Deliverable: Draft summary of existing conditions via electronic submittal

Deadline: October 31, 2016

Budget: \$9,120

Task 5: Prepare Land Use Alternatives and Public Review.

Subtasks: Develop land uses alternatives covering a variety of topics such as density, potential growth centers, natural resources, parks, connectivity built form, urban design, housing and including areas currently designated as "urban reserve", public open house as detailed on page 12, Task 5 of the RFP submittal response #16-0065.

Deliverable: Presentation of land use alternatives in a public open house.

Deadline: November 30, 2016

Budget: \$18,500

Task 6: Update All Plan Elements, Goals and Policies

Subtasks: Update the following plan elements: Land Use, Economic Development, Housing, Transportation, Utilities, Capital Facilities, Parks and Recreation, Environment, Public review as detailed on page 12, Task 6 of the RFP submittal response #16-0065.

Deliverable: Public meeting summaries;
Draft Comprehensive Plan with all elements, land use and other updated maps; transportation and market review data and other data used in the process

Deadline: February 28, 2017

Budget: \$56,480

Task 7: Development of Strategic Actions

Subtasks: Develop a prioritized lists of actions to implement the plan goals and policies; review development regulations for consistency with draft plan and compliance with GMA regulations, as detailed on page 14, Task 7 of the RFP submittal response #16-0065.

Deliverable: Implementation report with a list of measures, including specific sections of codes with proposed updates.

Deadline: April 30, 2017

Budget: \$8,800

Task 8: Integrate Environmental Impact Statement

Subtasks: Integration of plan and SEPA process to provide environmental information throughout planning process as detailed on page 16, Task 8 of the RFP submittal response #16-0065.

Deliverable: Environmental Impact Statement and appropriate SEPA notification documents

Deadline: May 15, 2017

Budget: \$12,480

Task 9: Compile the Comprehensive Plan for Adoption

Subtask: Final review and edit of comprehensive plan document

Deliverable: Integrated EIS documents; Updated Comprehensive Plan, maps, appendices and background data and completed comprehensive plan checklist for Department of Commerce review, as detailed on page 16, Task 9 of the RFP submittal response #16-0065.

Deadline: May 31, 2017

Budget: \$3,680

Adjustments to the schedule and budget estimates may be made, in writing, as mutually agreed to by the City and Consultant provided that the project shall be completed no later than June 30, 2017 and at a cost not to exceed \$137,220, notwithstanding any extra work agreed to by the City and Consultant as outlined in Section 24 of this agreement.

Hourly Billing Rates:

<u>Project Role</u>	<u>Hourly Rate</u>
Project Manager	\$160
Planner/Transportation Planner	\$110 - \$160
Senior Engineer	\$160
Environmental Planner	\$200
Senior Economic Analyst	\$180
Economic Analyst	\$160



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 07/05/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 137-16, First Amendment to 2008 First Night Tri-Cities Agreement

Department:
City Attorney

Ordinance/Resolution Number:
137-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 137-16, authorizing the City Manager to sign and execute a First Amendment to the 2008 First Night Tri-Cities Agreement between the cities of Kennewick, Richland, Pasco and First Night Tri-Cities.

Summary:

First Night Tri-Cities is a Washington non-profit corporation dedicated to production of an annual non-alcoholic New Year's Eve event that is suitable for family attendance and open to the public. In 2008, the cities of Kennewick, Richland and Pasco entered into an Agreement with First Night Tri-Cities for the purpose of partially sponsoring this annual New Year's Eve event.

The Parties have now determined that there is benefit to providing more flexibility in the location of the event. In order to provide such flexibility, the Parties are proposing to amend the 2008 Agreement to provide that the annual New Year's Eve event shall be held at the Southridge Sports and Events Center, or at a similar site as approved by all Parties.

All other terms and conditions of the 2008 Agreement remain in effect. The annual contribution made by the City of Richland remains at no less than \$3,500.

Staff recommends approval.

Fiscal Impact:

None.

Attachments:

1. 2008 First Night Tri-Cities Agreement
2. Proposed First Amendment to 2008 Agreement (Appendix A)
3. Proposed Resolution No. 137-16

FIRST NIGHT TRI-CITIES AGREEMENT

THIS AGREEMENT is made between First Night Tri-Cities, a Washington non-profit association, and the cities of Kennewick, Pasco and Richland, each a Washington Municipal Corporation, this 11th day of September, 2008 for the purposes set forth herein.

WHEREAS, First Night Tri-Cities, a non profit entity dedicated to the annual production of a non-alcoholic New Years Eve event suitable for family attendance, has fulfilled its mission in the Tri-Cities for more than a decade but requires a financial commitment from the cities to assure its continuation; and,

WHEREAS, the cities of Kennewick, Pasco and Richland find the First-Night Tri-Cities event fulfills a need within the region to provide a family-oriented event associated with the traditional celebration of the new year; and,

WHEREAS, each of the City Councils desire to assure existence of the event in the Tri-Cities for the foreseeable future and have authorized the respective City Manager to enter into an agreement with the other cities and First Night Tri-Cities to effect that purpose; **NOW THEREFORE the parties named hereinabove agree as follows:**

Section 1: First Night Tri-Cities will be responsible to provide a safe family-oriented, non-alcoholic event on December 31 each year. Said event shall be located at Columbia Basin College (CBC) or in the downtown of one of the sponsoring cities and shall be available to the public at large.

Section 2: The cities of Kennewick, Pasco and Richland shall each pay to First-Night Tri-Cities the amount of at least \$3,500 not later than July 15 of each event year, in partial sponsorship of the annual event.

Section 3: Indemnification. First Night Tri-Cities shall defend, indemnify and hold the cities, its officers, employees, officials, and volunteers harmless from any and all claims, judgments, damages, causes of action, or penalties from the cities' participation in this Agreement and the activity conducted by First Night Tri-Cities described in Section 1 above.

Such indemnification shall be secured by a policy of insurance provided by First Night Tri-Cities and naming the cities as an additional insured thereunder with the policy limits not less than one million dollars (\$1,000,000.00).

Section 4: Relationship of the Parties. In the performance of the services provided in Section 1 above, First Night Tri-Cities is an independent contactor and nothing herein shall be construed to create a partnership, joint venture, or create any agency capacity of First Night Tri-Cities as an agent of the cities.

Section 5: Term. This Agreement shall be effective for an initial period of three years, beginning January 1, 2009 and ending December 31, 2011 and shall thereafter automatically renew for consecutive one-year periods, unless terminated by one of the parties giving written notice to the others at least 10 months prior to the end of any calendar year.

IN WITNESS WHEREOF, the parties have executed this Agreement by the duly authorized officers on the day and year first written above.

City of Kennewick


Robert Hammond, City Manager

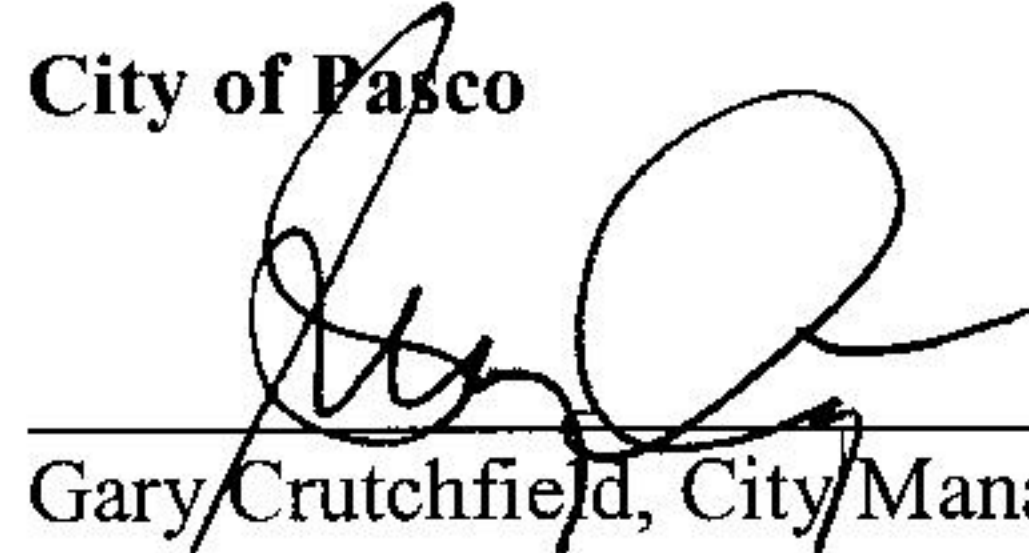
8/28/08
Date

First Night Tri-Cities


Tom Powers, President

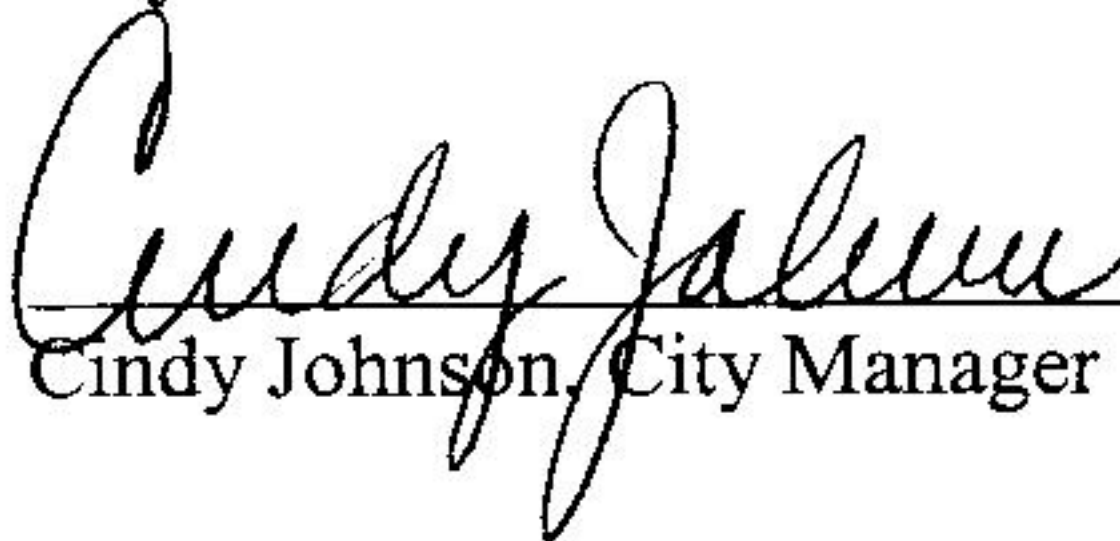
9/11/08
Date

City of Pasco


Gary Crutchfield, City Manager

9-10-08
Date

City of Richland


Cindy Johnson, City Manager

9/9/08
Date

**FIRST AMENDMENT
TO
2008 FIRST NIGHT TRI-CITIES AGREEMENT**

This **First Amendment** to the 2008 First Night Tri-Cities Agreement (“Amendment”) is made and entered into on this ____ day of July, 2016 by and between the Cities of Richland, Pasco, and Kennewick, all municipal corporations of the State of Washington, hereinafter referred to as the “Cities,” and First Night Tri-Cities, a Washington nonprofit corporation. The three Cities and First Night Tri-Cities shall be collectively referred to herein as the “Parties.”

For valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree to modify the existing Agreement as described below.

Sections 1 and 2 of the Agreement shall be replaced with the following:

- 1. Section 1:** First Night Tri-Cities will be responsible to provide a safe family-oriented, non-alcoholic event on December 31st each year. Said event shall be located in Kennewick at Southridge Sports and Events Center, or similar site as approved by all Parties, and shall be made available to the public at large.
- 2. Section 2:** In partial sponsorship of the annual event, the cities of Kennewick, Pasco and Richland shall each pay to First-Night Tri-Cities no less than \$3,500 on or before July 31st of each event year.

All other terms and conditions of the First Night Tri-Cities Agreement executed on September 11, 2008 remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement by its duly executed representatives as of the date first written above.

CITY OF PASCO

Dave Zabell
Pasco City Manager

CITY OF RICHLAND

Cynthia D. Reents, ICMA-CM
Richland City Manager

CITY OF KENNEWICK

Marie E. Mosley
Kennewick City Manager

FIRST NIGHT TRI-CITIES

Parker Hodge
Executive Director

RESOLUTION NO. 137-16

A RESOLUTION of the City of Richland approving a First Amendment to the 2008 First Night Tri-Cities Agreement between the Cities of Richland, Kennewick, Pasco and First Night Tri-Cities.

WHEREAS, First Night Tri-Cities is a Washington non-profit corporation dedicated to production of an annual non-alcoholic New Year's Eve event suitable for family attendance; and

WHEREAS, in 2008, the cities of Kennewick, Richland and Pasco entered into an Agreement with First Night Tri-Cities for the purpose of partially sponsoring this annual New Year's Eve event; and

WHEREAS, in order to provide more flexibility in location, the Parties agree to amend the 2008 Agreement to provide that the annual New Year's Eve event shall be held at the Southridge Sports and Events Center, or at a similar site as approved by all Parties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2008 First Night Tri-Cities Agreement is hereby ratified, and that the City Manager is authorized to execute a First Amendment to the 2008 First Night Tri-Cities Agreement as provided in Appendix A, attached.

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 5th day of July, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 07/05/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 138-16, Awarding Construction Contract to Wheeler Excavation, LLC for the Stormwater Quality Retrofit Project

Department:
Public Works

Ordinance/Resolution Number:
138-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 138-16, authorizing the City Manager to sign and execute an agreement with Wheeler Excavation LLC for \$593,243 to construct the Stormwater Quality Retrofit project.

Summary:

The Storm Water Quality Retrofit Project is construction of five distinct Stormwater quality retrofit projects all located in the north portion of Richland. The projects were selected by City Council in 2015 after staff conducted an extensive public outreach program. The selected project locations are Richardson Road, Sprout Road, Ferry Street, Park Street, and Swift Boulevard. All of these projects will install water quality treatment features on a drainage system that conveys stormwater directly to the Columbia River, except the Swift Boulevard project that drains to the downtown drainage ditch. The ditch system's runoff is pumped directly to the Columbia River by a pump station operated by the U. S. Army Corps of Engineers. The project utilizes infiltration ponds, drywells, and infiltration trenches as water quality treatment features.

City staff performed the design for these projects. Due to difficulty obtaining timely review by U.S. Army Corps of Engineers several of the projects' designs were adjusted so that no construction will occur on Corps property. The Swift Boulevard project will involve changes to the landscaping of the medians on Swift Boulevard between Long Avenue and Stevens Drive. The design for these landscaping changes was reviewed by Parks and Facilities staff. On June 6, 2016, the City opened two (2) bids for the Stormwater Quality Retrofit Project with a high bid of \$727,715.37 and a low bid of \$593,243.00. Engineer's estimate for the project was \$537,361.00. Staff recommends awarding the construction contract to Wheeler Excavation, LLC. as their bid and past performance qualifies them as the low responsible bidder.

Construction is scheduled to start in late July and be completed by the middle of October.

Fiscal Impact:

The majority of project funding is identified in the Capital Improvement Plan under two projects, Stormwater Water Quality Retrofit Program and Richardson Road Stormwater Retrofit. The proposed construction contract award requires more funding than was planned in the CIP. Ordinance No. 35-16, on tonight's agenda for final approval, will provide the needed funding if approved by Council. Total project costs are estimated at \$702,869.25. Total funding available, assuming passage of Ordinance No. 35-16 is \$704,166.76.

Attachments:

1. RES 138-16
2. Vicinity Map
3. Bid Tab

4. Budget Summary

RESOLUTION NO. 138-16

A RESOLUTION of the City of Richland authorizing the award of bid and execution of a construction contract to Wheeler Excavation, LLC for the Stormwater Quality Retrofit project.

WHEREAS, the 2016–2030 Capital Improvement Plan includes projects titled Stormwater Water Quality Retrofit Program and Richardson Road Stormwater Retrofit; and

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

WHEREAS, City staff solicited bids in accordance with the City's purchasing policies, receiving and opening two (2) bids on June 6, 2016; and

WHEREAS, Wheeler Excavation, LLC submitted the lowest responsible bid of the two (2) received; and

WHEREAS, the project budgets must be supplemented to allow completion of the projects; and

WHEREAS, staff recommends utilizing available Stormwater Utility reserves to fully fund the projects. Staff recommendation is being presented to Council through Ordinance No. 35-16; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute a contract award to Wheeler Excavation, LLC in the amount of \$593,243.00 and execute change orders up to the amount of \$51,000.00 to fulfill the project's design intent.

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 5th day of July, 2016.

.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

City of Richland

2016 Storm Water Retrofit Water Quality Sites

Legend

----- City Limits

+++++ Railroad

—— City Road

N

**NR02 SITE
SPROUT ST.**

**NR03 SITE
FERRY RD.**

**NR01 SITE RICHARDSON
& 6TH ST.**

**NR05 SITES
PARK ST. &
BRIARWOOD CT.**

**SWIFT BLVD.
SITES**



CAD DWG: COR_VICIN_STORMWATER_SITE_MAP_8x11.DWG
DATE: 04.28.2016
DRAWN BY: SC NYBY
SCALE: NONE

1 of 1

City of Richland

DATE BIDS OPENED: June 6, 2016	ITB # 16-0049
STORMWATER QUALITY RETROFIT	

				ENGINEER'S ESTIMATE		WHEELER EXCAVATION LLC BENTON CITY, WA		ALLSTAR CNST GROUP INC RICHLAND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	NR01 - RICHARDSON ROAD								
1R	Mobilization.	1	LS	\$4,222.00	4,222.00	6,000.00	6,000.00	3,303.00	3,303.00
2R	SPCC plan.	1	LS	1,000.00	1,000.00	580.00	580.00	1,228.00	1,228.00
3R	Removal of structures and obstructions.	1	LS	5,000.00	5,000.00	846.00	846.00	4,341.00	4,341.00
4R	Structure excavation Class B including haul.	250	CY	10.00	2,500.00	13.50	3,375.00	65.35	16,337.50
5R	Solid wall PVC storm sewer pipe 8" diameter.	131	LF	30.00	3,930.00	34.00	4,454.00	59.13	7,746.03
6R	Solid wall PVC storm sewer pipe 12" diameter.	61	LF	30.00	1,830.00	37.00	2,257.00	64.94	3,961.34
7R	Trench safety.	192	LF	1.00	192.00	6.00	1,152.00	14.39	2,762.88
8R	Imported pipe zone bedding (\$1.00 min bid).	192	LF	1.00	192.00	4.00	768.00	6.21	1,192.32
9R	Beehive cage for overflow structure.	1	EA	500.00	500.00	670.00	670.00	918.00	918.00
10R	Connect to existing structure.	2	EA	700.00	1,400.00	545.00	1,090.00	2,744.73	5,489.46
11R	Infiltration basin (pond - 4,044 CY excavation).	1	LS	25,000.00	25,000.00	54,555.00	54,555.00	29,679.00	29,679.00
12R	Amended treatment soil mix.	670	CY	30.00	20,100.00	33.00	22,110.00	37.07	24,836.90
13R	Catch basin, Type 1.	2	EA	1,000.00	2,000.00	1,050.00	2,100.00	1,603.51	3,207.02
14R	Manhole, 72" diameter.	2	EA	5,000.00	10,000.00	4,850.00	9,700.00	11,111.14	22,222.28
15R	ESC lead.	1	LS	2,000.00	2,000.00	850.00	850.00	506.00	506.00
16R	Geotextile filter fabric – drainage.	1,667	SY	3.00	5,001.00	1.00	1,667.00	4.53	7,551.51
17R	Light loose riprap.	10	CY	30.00	300.00	56.00	560.00	102.56	1,025.60
18R	Seeding, fertilizing and mulching.	1	AC	1,500.00	1,500.00	3,375.00	3,375.00	3,132.00	3,132.00
19R	Site restoration.	1	LS	2,000.00	2,000.00	850.00	850.00	2,990.00	2,990.00

NR01 - RICHARDSON ROAD SUBTOTAL

\$88,667.00

\$116,959.00

\$142,429.84

0% SALES TAX

-

-

-

NR01 - RICHARDSON ROAD TOTAL

\$88,667.00

\$116,959.00

\$142,429.84

ADDITIVE A - NR02 - SPROUT STREET									
1S	Mobilization.	1	LS	\$4,524.00	4,524.00	4,200.00	4,200.00	2,321.00	2,321.00
2S	SPCC plan.	1	LS	1,000.00	1,000.00	585.00	585.00	725.00	725.00
3S	Project temporary traffic control.	1	LS	2,000.00	2,000.00	585.00	585.00	2,800.00	2,800.00
4S	Flaggers and spotters.	40	HR	56.00	2,240.00	75.00	3,000.00	50.00	2,000.00
5S	Removal of structures and obstructions.	1	LS	3,000.00	3,000.00	5,145.00	5,145.00	6,616.00	6,616.00
6S	Structure excavation Class B including haul.	380	CY	10.00	3,800.00	14.50	5,510.00	43.27	16,442.60
7S	Shoring or extra excavation Class A.	1	LS	1,000.00	1,000.00	1,175.00	1,175.00	2,634.00	2,634.00
8S	Asphalt patching (3"HMA, 3"CSTC & 6"CSBC).	350	SY	95.00	33,250.00	71.00	24,850.00	62.35	21,822.50
9S	Crushed surfacing top course.	3	TON	15.00	45.00	43.00	129.00	24.09	72.27
10S	Solid wall PVC storm sewer pipe 12" diameter.	428	LF	\$30.00	12,840.00	23.50	10,058.00	27.50	11,770.00
11S	Perforated PVC storm drain pipe 12" diameter.	75	LF	40.00	3,000.00	56.00	4,200.00	85.09	6,381.75

				ENGINEER'S ESTIMATE		WHEELER EXCAVATION LLC BENTON CITY, WA		ALLSTAR CNST GROUP INC RICHLAND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
12S	Trench safety.	503	LF	1.00	503.00	2.00	1,006.00	4.57	2,298.71
13S	Imported pipe zone bedding (\$1.00 min bid).	503	LF	1.00	503.00	4.00	2,012.00	5.85	2,942.55
14S	Amended treatment soil mix.	47	CY	40.00	1,880.00	32.00	1,504.00	62.71	2,947.37
15S	Infiltration trench rock.	47	CY	50.00	2,350.00	55.00	2,585.00	40.56	1,906.32
16S	Geotextile filter fabric – drainage.	160	SY	3.00	480.00	3.00	480.00	14.99	2,398.40
17S	Catch basin, Type 1.	2	EA	1,000.00	2,000.00	1,100.00	2,200.00	1,203.09	2,406.18
18S	Sedimentation manhole, 48" diameter.	1	EA	4,000.00	4,000.00	3,653.00	3,653.00	5,736.00	5,736.00
19S	Manhole, 48" diameter.	3	EA	2,800.00	8,400.00	2,333.00	6,999.00	4,011.94	12,035.82
20S	Connect to existing structure.	5	EA	500.00	2,500.00	965.00	4,825.00	437.31	2,186.55
21S	Gravel backfill for pipe zone bedding.	75	TON	20.00	1,500.00	24.00	1,800.00	43.65	3,273.75
22S	Cement concrete curb and gutter.	20	LF	22.00	440.00	36.00	720.00	63.53	1,270.60
23S	Cement concrete sidewalk, 4".	12	SY	45.00	540.00	58.00	696.00	106.61	1,279.32
24S	ESC lead.	1	LS	200.00	200.00	846.00	846.00	155.00	155.00
25S	Underground utility crossing marked & unmarked (\$100 min.).	5	EA	200.00	1,000.00	500.00	2,500.00	141.10	705.50
26S	Site restoration.	1	LS	2,000.00	2,000.00	800.00	800.00	5,246.00	5,246.00

ADDITIVE A - NR02 - SPROUT STREET SUBTOTAL **\$94,995.00** **\$92,063.00** **\$120,373.19**

0% SALES TAX **-** **-** **-**

ADDITIVE A - NR02 - SPROUT STREET TOTAL **\$94,995.00** **\$92,063.00** **\$120,373.19**

ADDITIVE B - NR03 - FERRY ROAD

1F	Mobilization.	1	LS	\$3,681.00	3,681.00	4,000.00	4,000.00	2,679.00	2,679.00
2F	SPCC plan.	1	LS	1,000.00	1,000.00	585.00	585.00	6,269.00	6,269.00
3F	Project temporary traffic control.	1	LS	3,000.00	3,000.00	587.00	587.00	1,789.00	1,789.00
4F	Flaggers and spotters.	40	HR	56.00	2,240.00	76.00	3,040.00	49.44	1,977.60
5F	Removal of structures and obstructions.	1	LS	2,000.00	2,000.00	2,325.00	2,325.00	2,352.00	2,352.00
6F	Structure excavation Class B including haul.	153	CY	10.00	1,530.00	15.00	2,295.00	43.27	6,620.31
7F	Shoring or extra excavation Class A.	140	SY	98.00	13,720.00	85.00	11,900.00	94.35	13,209.00
8F	Asphalt patching (3"HMA, 3"CSTC & 6"CSBC).	6	TON	25.00	150.00	43.00	258.00	24.04	144.24
9F	Crushed surfacing top course.	231	LF	30.00	6,930.00	24.00	5,544.00	9.30	2,148.30
10F	Solid wall PVC storm sewer pipe 12" diameter.	231	LF	\$1.00	231.00	2.00	462.00	4.57	1,055.67
11F	Perforated PVC storm drain pipe 12" diameter.	231	LF	1.00	231.00	3.00	693.00	5.85	1,351.35
12F	Trench safety.	4	EA	5,000.00	20,000.00	7,825.00	31,300.00	2,762.55	11,050.20
13F	Imported pipe zone bedding (\$1.00 min bid).	50	CY	50.00	2,500.00	31.00	1,550.00	62.71	3,135.50
14F	Amended treatment soil mix.	54	CY	50.00	2,700.00	45.00	2,430.00	40.56	2,190.24
15F	Infiltration trench rock.	135	SY	3.00	405.00	3.00	405.00	3.76	507.60
16F	Geotextile filter fabric – drainage.	1	EA	3,500.00	3,500.00	4,333.00	4,333.00	3,548.00	3,548.00
17F	Catch basin, Type 1.	2	EA	2,500.00	5,000.00	3,200.00	6,400.00	1,458.09	2,916.18
18F	Sedimentation manhole, 48" diameter.	1	EA	500.00	500.00	975.00	975.00	28.65	28.65
19F	Manhole, 48" diameter.	50	TON	20.00	1,000.00	19.00	950.00	43.65	2,182.50

				ENGINEER'S ESTIMATE		WHEELER EXCAVATION LLC BENTON CITY, WA		ALLSTAR CNST GROUP INC RICHLAND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
20F	Connect to existing structure.	20	LF	22.00	440.00	36.00	720.00	63.53	1,270.60
21F	Gravel backfill for pipe zone bedding.	12	SY	45.00	540.00	58.00	696.00	106.61	1,279.32
22F	Cement concrete curb and gutter.	1	LS	2,000.00	2,000.00	675.00	675.00	155.00	155.00
23F	Cement concrete sidewalk, 4".	5	EA	200.00	1,000.00	500.00	2,500.00	141.10	705.50
24F	ESC lead.	1	LS	3,000.00	3,000.00	1,850.00	1,850.00	2,428.00	2,428.00
ADDITIVE B - NR03 - FERRY ROAD SUBTOTAL					\$77,298.00		\$86,473.00		\$70,992.76
0% SALES TAX					-		-		-
ADDITIVE B - NR03 - FERRY ROAD TOTAL					\$77,298.00		\$86,473.00		\$70,992.76
ADDITIVE C - NR05 - PARK STREET									
1P	Mobilization.	1	LS	\$3,658.00	3,658.00	4,000.00	4,000.00	3,816.00	3,816.00
2P	SPCC plan.	1	LS	1,000.00	1,000.00	585.00	585.00	149.00	149.00
3P	Project temporary traffic control.	1	LS	3,000.00	3,000.00	587.00	587.00	4,405.00	4,405.00
4P	Flaggers and spotters.	40	HR	56.00	2,240.00	76.00	3,040.00	49.44	1,977.60
5P	Removal of structures and obstructions.	1	LS	2,000.00	2,000.00	2,280.00	2,280.00	2,475.00	2,475.00
6P	Structure excavation Class B including haul.	300	CY	10.00	3,000.00	14.50	4,350.00	11.53	3,459.00
7P	Asphalt patching (3"HMA, 3"CSTC & 6"CSBC).	140	SY	98.00	13,720.00	77.00	10,780.00	94.35	13,209.00
8P	Crushed surfacing top course.	6	TON	25.00	150.00	43.00	258.00	24.09	144.54
9P	Solid wall PVC storm sewer pipe 12" diameter.	184	LF	30.00	5,520.00	28.00	5,152.00	27.50	5,060.00
10P	Trench safety.	184	LF	\$1.00	184.00	2.00	368.00	4.57	840.88
11P	Imported pipe zone bedding (\$1.00 min bid).	184	LF	1.00	184.00	3.00	552.00	5.85	1,076.40
12P	Drywell.	4	EA	5,000.00	20,000.00	6,715.00	26,860.00	5,049.97	20,199.88
13P	Amended treatment soil mix.	67	CY	50.00	3,350.00	43.00	2,881.00	62.71	4,201.57
14P	Drywell trench rock.	70	CY	50.00	3,500.00	38.00	2,660.00	40.56	2,839.20
15P	Geotextile filter fabric – drainage.	179	SY	3.00	537.00	3.00	537.00	3.76	673.04
16P	Rebuild manhole, 48" diameter.	1	EA	3,500.00	3,500.00	2,425.00	2,425.00	2,236.00	2,236.00
17P	Catch basin, Type 1.	2	EA	1,000.00	2,000.00	1,350.00	2,700.00	1,091.23	2,182.46
18P	Connect to existing structure.	3	EA	500.00	1,500.00	785.00	2,355.00	359.82	1,079.46
19P	Gravel backfill for pipe zone bedding.	40	TON	20.00	800.00	19.00	760.00	43.65	1,746.00
20P	Cement concrete curb and gutter.	20	LF	22.00	440.00	36.00	720.00	59.36	1,187.20
21P	Cement concrete sidewalk, 4".	12	SY	45.00	540.00	59.00	708.00	99.12	1,189.44
22P	ESC lead.	1	LS	2,000.00	2,000.00	700.00	700.00	233.00	233.00
23P	Underground utility crossing marked & unmarked (\$100 min.).	5	EA	200.00	1,000.00	500.00	2,500.00	182.69	913.45
24P	Site restoration.	1	LS	3,000.00	3,000.00	1,475.00	1,475.00	4,595.00	4,595.00
ADDITIVE C - NR05 - PARK STREET SUBTOTAL					\$76,823.00		\$79,233.00		\$79,888.12
0% SALES TAX					-		-		-
ADDITIVE C - NR05 - PARK STREET TOTAL					\$76,823.00		\$79,233.00		\$79,888.12

				ENGINEER'S ESTIMATE		WHEELER EXCAVATION LLC BENTON CITY, WA		ALLSTAR CNST GROUP INC RICHLAND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	ADDITIVE D - UB-01 - SWIFT BLVD								
1	Mobilization.	1	LS	\$9,504.00	9,504.00	3,200.00	3,200.00	3,198.00	3,198.00
2	SPCC plan (all schedules).	1	LS	1,000.00	1,000.00	585.00	585.00	618.00	618.00
3	Project temporary traffic control.	1	LS	15,000.00	15,000.00	1,750.00	1,750.00	9,222.00	9,222.00
4	Flaggers and spotters.	80	HR	56.00	4,480.00	69.00	5,520.00	49.44	3,955.20
5	Removal of structures and obstructions.	1	LS	15,000.00	15,000.00	4,700.00	4,700.00	23,939.00	23,939.00
6	Structure excavation Class B including haul.	150	CY	10.00	1,500.00	16.00	2,400.00	24.67	3,700.50
7	Asphalt patching (3"HMA, 3"CSTC & 6"CSBC).	8	SY	98.00	784.00	350.00	2,800.00	1,049.23	8,393.84
8	Crushed surfacing top course.	3	TON	25.00	75.00	40.00	120.00	24.09	72.27
9	Solid wall PVC storm sewer pipe 8" diameter.	155	LF	30.00	4,650.00	26.00	4,030.00	3.80	589.00
10	Solid wall PVC storm sewer pipe 12" diameter.	24	LF	\$30.00	720.00	38.00	912.00	9.14	219.36
11	Trench safety.	179	LF	1.00	179.00	2.00	358.00	4.57	818.03
12	Imported pipe zone bedding (\$1.00 min bid).	179	LF	1.00	179.00	3.00	537.00	5.85	1,047.15
13	Bioretention swales (14 swales - 1,570 CY excavation).	1	LS	25,000.00	25,000.00	25,000.00	25,000.00	42,390.00	42,390.00
14	Amended treatment soil mix.	915	CY	25.00	22,875.00	29.00	26,535.00	62.71	57,379.65
15	Curb opening inlet.	15	EA	500.00	7,500.00	360.00	5,400.00	253.93	3,808.95
16	Geotextile filter fabric – drainage.	1,829	SY	3.00	5,487.00	4.00	7,316.00	4.53	8,285.37
17	Manhole, 48 in diam.	1	EA	3,500.00	3,500.00	2,500.00	2,500.00	3,909.22	3,909.22
18	Catch basin, type 1.	4	EA	1,000.00	4,000.00	1,775.00	7,100.00	1,028.44	4,113.76
19	Storm gate manhole.	2	EA	2,500.00	5,000.00	7,260.00	14,520.00	3,042.24	6,084.48
20	Connect to existing structure.	3	EA	500.00	1,500.00	1,300.00	3,900.00	409.63	1,228.89
21	Gravel backfill for pipe zone bedding.	40	TON	20.00	800.00	19.00	760.00	43.65	1,746.00
22	Cement concrete curb and gutter.	20	LF	22.00	440.00	51.00	1,020.00	59.36	1,187.20
23	Cement concrete sidewalk, 4".	12	SY	45.00	540.00	86.00	1,032.00	99.12	1,189.44
24	ESC lead.	1	LS	2,000.00	2,000.00	1,150.00	1,150.00	466.00	466.00
25	Underground utility crossing marked & unmarked (\$100 min.).	5	EA	200.00	1,000.00	500.00	2,500.00	182.64	913.20
26	Irrigation demolition.	1	LS	6,250.00	6,250.00	4,700.00	4,700.00	4,445.00	4,445.00
27	2" double check valve assembly.	1	LS	1,000.00	1,000.00	4,466.00	4,466.00	3,276.00	3,276.00
28	Rain Bird 5-RC quick coupler assembly.	1	LS	250.00	250.00	450.00	450.00	424.00	424.00
29	Rain Bird XCZ-100-PRB-COM.	8	EA	300.00	2,400.00	765.00	6,120.00	2,113.56	16,908.48
30	Rain Bird ESP12-LZMEF controller.	1	LS	750.00	750.00	4,466.00	4,466.00	5,265.00	5,265.00
31	Rain Bird RWS-B-C-sock.	27	EA	35.00	945.00	125.00	3,375.00	92.70	2,502.90
32	Rain Bird XBT-6 six multi-outlet emitter.	27	EA	20.00	540.00	125.00	3,375.00	37.80	1,020.60
33	Rain Bird XBD81-PRS w/XB-10 8 multi-outlet emitter.	41	EA	60.00	2,460.00	125.00	5,125.00	27.00	1,107.00
34	Rain Bird XP-1200x drip micro-spray.	6	EA	30.00	180.00	19.00	114.00	9.77	58.62
35	1" PVC Class 200 psi irrigation pipe.	1	LS	3,500.00	3,500.00	33.00	33.00	15,528.24	15,528.24

				ENGINEER'S ESTIMATE		WHEELER EXCAVATION LLC BENTON CITY, WA		ALLSTAR CNST GROUP INC RICHLAND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
36	Rain Bird XT-700 distribution tubing.	1	LS	100.00	100.00	1,276.00	1,276.00	5,134.91	5,134.91
37	Rain Bird Xeri-Bug 0.50gph emitter & 1/4" tubing & stake.	420	EA	4.50	1,890.00	19.00	7,980.00	3.24	1,360.80
38	Emerald City Tulip Tree.	1	EA	500.00	500.00	575.00	575.00	506.52	506.52
39	Blue Creeping Phlox .	40	EA	7.50	300.00	9.50	380.00	8.64	345.60
40	Elijah Blue Fescue.	100	EA	20.00	2,000.00	9.50	950.00	8.64	864.00
41	Blue Oat Grass.	51	EA	15.00	765.00	9.00	459.00	8.64	440.64
42	Mrs. D.F. Maxwell Cornish Heath.	52	EA	20.00	1,040.00	9.50	494.00	8.64	449.28
43	Ruby Spider Daylily.	57	EA	25.00	1,425.00	9.00	513.00	8.64	492.48
44	Stella De Oro Daylily.	24	EA	25.00	600.00	9.50	228.00	8.64	207.36
45	Pony Tails Mexican Feathergrass.	80	EA	25.00	2,000.00	9.50	760.00	8.64	691.20
46	Snow in Summer Cerastium Tomentosum.	68	EA	15.00	1,020.00	9.50	646.00	8.64	587.52
47	Sod.	3,000	SF	1.25	3,750.00	1.25	3,750.00	0.61	1,830.00
48	Metal landscape edging.	1,930	LF	5.00	9,650.00	7.50	14,475.00	7.56	14,590.80
49	2"-4" washed river rock.	190	CY	45.00	8,550.00	64.00	12,160.00	108.00	20,520.00
50	2"-4" brown basalt rock.	250	CY	60.00	15,000.00	64.00	16,000.00	108.00	27,000.00
ADDITIVE D - UB-01 - SWIFT BLVD SUBTOTAL					\$199,578.00	\$218,515.00		\$314,031.46	
0% SALES TAX					-	-		-	
ADDITIVE D - UB-01 - SWIFT BLVD TOTAL					\$199,578.00	\$218,515.00		\$314,031.46	
NR01 - RICHARDSON ROAD					\$88,667.00	\$116,959.00		\$142,429.84	
ADDITIVE A - NR02 - SPROUT STREET					94,995.00	92,063.00		120,373.19	
ADDITIVE B - NR03 - FERRY ROAD					77,298.00	86,473.00		70,992.76	
ADDITIVE C - NR05 - PARK STREET					76,823.00	79,233.00		79,888.12	
ADDITIVE D - UB-01 - SWIFT BLVD					199,578.00	218,515.00		314,031.46	
GRAND TOTAL					\$537,361.00	\$593,243.00		\$727,715.37	

STORMWATER QUALITY RETROFIT

PROJECT FUNDING IS PROPOSED AS FOLLOWS:

STORMWATER PROVISIO GRANT - Ecology	\$ 429,641.30	<i>funds remaining as of 12-31-15</i>
STORMWATER ENDING FUND BALANCE	145,000.00	<i>\$1,789,327 available on 12-31-15</i>
STORMWATER GRANT - Ecology	87,500.25	
PORT OF BENTON	29,166.75	
ADDITIONAL PORT OF BENTON	12,858.46	
TOTAL PROJECT FUNDING	704,166.76	

PROJECT EXPENSES ARE ESTIMATED AS FOLLOWS:

DESIGN - PW ENG	\$ 38,626.25
CNST MGMT - PW ENG	20,000.00
RICHARDSON OUTFALL CONTRACT	116,959.00
STORMWATER QUALITY CONTRACT	476,284.00
10% CONTINGENCY	51,000.00
TOTAL PROJECT COSTS	\$ 702,869.25
REMAINING PROJECT FUNDS	\$1,297.51



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 07/05/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 139-16, Approving Waterline Easement Relinquishment for Richland School District No. 400

Department:
Public Works

Ordinance/Resolution Number:
139-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 139-16, authorizing the City Manager to sign and execute an Agreement with Richland School District No. 400 to relinquish a waterline easement.

Summary:

Richland School District No. 400 has requested that an existing waterline easement on school district property located at 703 and 705 Williams Boulevard be relinquished. The existing waterline crossed diagonally through these two properties and is no longer in use. The pipeline was abandoned in place and a replacement pipeline installed in 2010 in a new location.

Staff has conducted an analysis determining the existing waterline easement is no longer necessary. State law establishes a process that requires a public hearing prior to conveyance of any property originally acquired for public utility purposes. A public hearing was held tonight concerning the waterline easement relinquishment. Unless new information is delivered at the public hearing, staff recommends adoption of the resolution and relinquishment of the easement.

Fiscal Impact:

None.

Attachments:

I. RES 139-16 - RSD Waterline Relinquishment

RESOLUTION NO. 139-16

A RESOLUTION of the City of Richland declaring surplus
a certain waterline easement lying within 703/705 Williams Blvd.

WHEREAS, Richland School District No. 400 has requested that an existing waterline easement be relinquished; and

WHEREAS, the existing waterline has been abandoned in place and replaced in 2010 with a new waterline system in a new location; and

WHEREAS, staff has conducted an analysis determining the existing waterline easement is no longer necessary; and

WHEREAS, RCW 35.94.040 provides for the disposal of surplus property originally required for public utility purposes; and

WHEREAS, notice was published on July 3, 2016, that a public hearing would be held on this date concerning the relinquishment of this waterline easement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that this existing waterline easement, originally acquired for public waterline purposes and described as follows, is hereby found to be surplus to the City's needs and not required for the providing of continued services:

A portion of the Northwest $\frac{1}{4}$ of Section 11, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington, described as follows:

That portion of an existing 10' wide waterline crossing Lots 3 and 4 of Short Plat No. 2024 as recorded in Volume 1 of Short Plats on Page 2024, records of said County and State.

Said waterline easement is shown on easement sheets 27-D and 27-C as recorded on the Plat of Richland in Volumes 6 and 7 of Plats under Auditor's File No. 356196, records of said County and State.

That portion of an existing 10 foot wide utility easement running along the West lines of said Lots 3 and 4 shown on said Short Plat No. 2024 is not relinquished.

See attached Exhibit "A"

BE IT FURTHER RESOLVED that the consideration covering administrative processing fees shall be paid by the applicant; and

BE IT FURTHER RESOLVED that the City Manager of the City of Richland is authorized to sign a relinquishment document to release the City of Richland's interest in said easement to Richland School District No. 400 and deliver the same upon payment.

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 5th day of July, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

~~WORTH~~
DELETED 04-15-2016

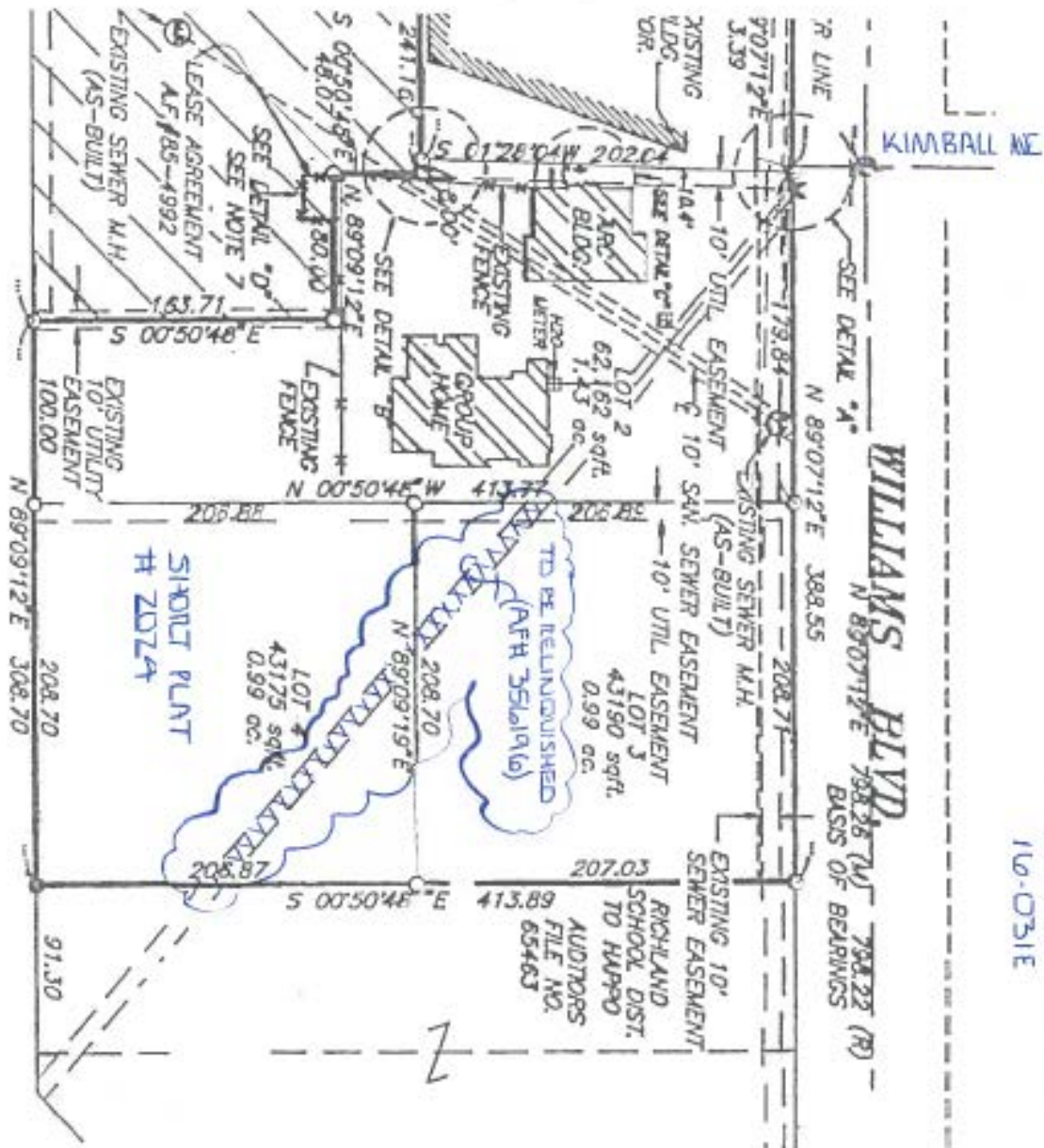


EXHIBIT "A"
10-031E



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 07/05/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution 141-16, Approving a Settlement Agreement with Charter Communications

Department:
City Attorney

Ordinance/Resolution Number:
141-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 141-16, authorizing the City Manager to sign and execute a Settlement Agreement with Charter Communications to resolve outstanding audit issues for the audit period of October 1, 2007 through July 5, 2016.

Summary:

The City of Richland and Falcon Video Communications, L.P. ("Charter") have agreed on a proposed renewal franchise through informal negotiations under Section 626(h) of the Cable Act.

Separately, Charter and the City have an unresolved dispute regarding franchise fees paid to Richland under the current franchise for the period October 1, 2007 through September 30, 2011. In order to conclude all matters upon execution of the new franchise, the parties propose to settle this dispute for the amount of \$5,496.00, plus relinquishment of any interest Charter has in the unspent PEG capital funds in the City's possession as of the date of termination of the existing franchise. The fund balance is approximately \$133,000. If the settlement agreement is approved, these funds will be used for facility and equipment costs associated with relocation of City master playback control, studio and production facilities to the new City Hall, consistent with 47 U.S.C. § 542(g)(2)(C).

This proposed settlement is the last piece that requires resolution in connection with the franchise renewal process. Staff recommends approval of the proposed settlement agreement.

Fiscal Impact:

The City will receive a check from Charter in the amount of \$5,496.00, and will retain ownership and control of approximately \$133,000 to be used for establishing PEG facilities and equipment in the new City Hall.

Attachments:

1. Letter re: Settlement Agreement
2. Proposed Settlement Agreement
3. RES 16-141



By FedEx and E-Mail

June 27, 2016

Heather Kintzley, City Attorney
City of Richland
P.O. Box 190
505 Swift Boulevard
Richland, WA 99352

RE: Proposed Settlement Terms of Audit Dispute

Dear Ms. Kintzley,

As you know, Falcon Video Communications, L.P. ("Charter") and the City of Richland (the "City") have agreed on a proposed renewal franchise ("Renewal") through informal negotiations under Section 626(h) of the Cable Act. If the Richland City Council approves and adopts the renewal franchise in accordance with scheduled readings during the June/July 2016 timeframe, and the parties execute it, the Renewal will replace the current franchise under which Charter operates in the City.

Separately, Charter and the City have an unresolved dispute regarding franchise fees paid to Richland under the current franchise for the period October 1, 2007 through September 30, 2011 (the "Dispute"). This letter confirms the parties' agreement to settle this dispute for the amount of \$5,496, with the amount constituting full settlement of all franchise audit dispute matters through the effective date of the new franchise. To be clear, this payment does not include any monies related to the City's claims for franchise fees on (i) advertising commissions paid to or retained by non-affiliated third party advertising firms, and (ii) monies received from programmers as "launch support" for the launch of services or marketing of services. Nothing in this letter shall have any impact on matters related to franchise fee remittance which may arise in the future between Charter and the City under the Renewal.

Charter further agrees to waive its rights under Section 4.7 of the existing franchise with regard to recovery of any unspent capital funds (estimated at approximately \$133,000) in the City's possession upon termination of the existing franchise, based on the City's commitment to use these funds for facility and equipment costs associated with the relocation of City master playback control, studio and production facilities to a new City Hall location, consistent with 47 U.S.C. § 542(g)(2)(C).

Charter will send a draft settlement agreement memorializing these terms.

Sincerely,

By: Falcon Video Communications, L.P.

By: Mark E. Brown

Name: Mark E. Brown

Title: Vice President, Government Affairs

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Settlement Agreement") is made this _____ day of June, 2016, by and among the City of Richland, Washington (the "City") and Falcon Video Communications, L.P., locally known as Charter Communications ("Charter") (collectively referred to herein as "the Parties").

RECITALS

WHEREAS, Charter operates a cable system in the City and is required to pay to the City franchise fees pursuant to a franchise agreement between the parties (the "Existing Franchise");

WHEREAS, the City conducted an audit of the franchise fee payments made by Charter for the period from October 1, 2007 to September 30, 2011 (the "Audit Period");

WHEREAS, the City's audit claimed that Charter underpaid franchise fees for the Audit Period;

WHEREAS, Charter disputed the results of the City's audit and arrived at a different conclusion than the City's audit;

WHEREAS, the Parties have agreed on a proposed renewal franchise ("Renewal Franchise") through informal negotiations under Section 626(h) of the Cable Act;

WHEREAS, in their discussions related to the outstanding audit issue, the City and Charter extended the audit period up to and including the period from October 1, 2011 to the effective date of the Renewal Franchise;

WHEREAS, Charter has agreed to submit payment to the City in the amount of five thousand four hundred and ninety-six dollars (\$5,496) to forever settle past claims on franchise fees due the City for the period between October 1, 2007 to and through the effective date of the Renewal Franchise ("Settlement Period");

WHEREAS, the City and Charter now desire to conclude, settle, release and discharge once and forever, all rights, claims, causes of actions, liabilities, disputes and demands relating to the City's past claims on franchise fees due the City for the Settlement Period;

WHEREAS, the Parties further expressly agree that terms related to this Settlement shall not be used by either Party as precedent on a going-forward basis in connection with any future dispute between the Parties related to franchise fees.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises and obligations hereinafter set forth, and for good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Settlement Agreement hereto agree as follows:

AGREEMENT

1. SETTLEMENT AMOUNT

The City and Charter have agreed that Charter shall submit payment to the City in the amount of five thousand four hundred and ninety-six dollars (\$5,496) in full settlement of past claims on franchise fees for the Settlement Period ("Settlement Amount"). Charter agrees to pay the Settlement Amount to the City within thirty (30) days after receipt of the executed Settlement Agreement from the City. Charter further agrees to waive its rights under Section 4.7 of the Existing Franchise with regard to recovery of any unspent public, educational, and governmental ("PEG") access capital funds in the City's possession upon termination of the Existing Franchise, provided the City uses these funds for facility and equipment costs associated with the relocation of City master playback control, studio, and production facilities to the new City Hall location at 626 Swift Boulevard, Richland, Washington, 99352, consistent with applicable law, including 47 U.S.C. § 542(g)(2)(C). It is expressly understood and agreed that the Settlement Amount and Charter's waiver of rights under Section 4.7 of the Existing Franchise represents full and complete satisfaction and compromise of any and all claims, actions, causes of action, controversies, demands, damages, debts, agreements, obligations, liabilities, interest, liens, expenses, costs, attorney's fees and demands of any kind or nature, known or unknown, arising out of or in any way related to the City's past claims on franchise fees due the City during the Settlement Period. Notwithstanding any provision of this Settlement Agreement, the Parties hereby acknowledge that to the extent permitted by and in a matter consistent with applicable law, Charter may (1) recover the Settlement Amount from subscribers, and (2) include the recovered amount as a line item on subscriber bills.

2. RELEASE OF CLAIMS

This Settlement Agreement is entered into in compromise of disputed claims and rights with respect to franchise fees paid and owed during the Settlement Period. Specifically, the City and Charter desire to compromise, settle and discharge all disputes, claims, demands, actions or causes of action whatsoever of every kind and nature that pertain to, or arise out of, franchise fee payments by Charter during the Settlement Period. The City, therefore, hereby forever discharges and releases Charter, and its parents, subsidiaries, related affiliates and their respective officers, directors, shareholders, owners, partners, employees, agents, contractors, representatives, predecessors, successors, assigns, insurers, and attorneys, and each of them from any and all claims, demands, rights, liability, suits, debts, liens, actions and causes of action, of every kind and nature whatsoever, at law or in equity, known and unknown, suspected and unsuspected, disclosed and undisclosed which the City ever had, now has or hereafter may have by reason or any act, omission, matter, cause or thing, arising out of the payment, nonpayment, underpayment, or overpayment of franchise fees during the Settlement Period. It is understood and agreed that this is a compromise of disputed claims and shall not be construed as an admission of any liability of Charter to the City, nor shall it establish a precedent for how either party may proceed with regard to franchise fees due to the City for timeframes after the Settlement Period. Furthermore, the City expressly agrees that this Settlement Agreement and the dispute between the Parties concerning Charter's payment of franchise fees during the Settlement Period that it settles, may not be used by the City in any way in any subsequent judicial or

administrative proceeding against Charter other than to enforce the terms of this Settlement Agreement.

3. VOLUNTARY AGREEMENT

This Settlement Agreement is freely and voluntarily given by each party, without any duress or coercion, and after each party has consulted with its counsel. Each party has carefully and completely read all of the terms and provisions of this Settlement Agreement. It is understood and agreed by the City and Charter that nothing herein shall be deemed to be an admission of liability by Charter with respect to the matter of this Settlement Agreement.

4. AUTHORITY AND BINDING EFFECT

City and Charter represent and warrant to the other that each has the legal right, power and authority to enter into this Settlement Agreement and to perform its obligations hereunder. This Settlement Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns. The parties for themselves and their respective successors and assigns agree to join in or execute any instruments and to do any other act or thing necessary or proper to carry into effect this or any part of this Settlement Agreement.

5. ENTIRE AGREEMENT

This Settlement Agreement sets forth the entire agreement between the City and Charter relating to the subject matter of this Settlement Agreement.

6. GOVERNING LAW

This Settlement Agreement, and any controversies arising hereunder, shall be interpreted and adjudicated in accordance with the laws of the State of Washington and adjudicated in a state or federal court of competent jurisdiction located in the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as their free and voluntary acts and deeds, effective as of the date first above written.

By: City of Richland, Washington

**By: Falcon Video Communications, L.P.,
By: Charter Communications VII, LLC, its
General Partner
By: Charter Communications, Inc., its Manager**

Cindy Reents, City Manager

Mark E. Brown
Mark Brown, Vice President

Approved as to Form:

Heather Kintzley, City Attorney

RESOLUTION NO. 141-16

A RESOLUTION of the City of Richland approving a Settlement Agreement with Falcon Video Communications, L.P., d/b/a Charter Communications, related to an audit dispute for the timeframe of October 1, 2007 to and through July 5, 2016.

WHEREAS, the City of Richland (the "City") and Falcon Video Communications, L.P. ("Charter") have agreed on a proposed renewal franchise through informal negotiations under Section 626(h) of the Cable Act; and

WHEREAS, as an ancillary issue connected to the renewal process, Charter and the City have an unresolved dispute regarding franchise fees paid to Richland under the current franchise for the period October 1, 2007 through September 30, 2011; and

WHEREAS, in order to conclude all matters upon execution of the new franchise, the parties propose to settle this dispute for the amount of \$5,496.00, plus relinquishment of any interest Charter has in all unspent PEG capital funds in the City's possession as of the date of termination of the existing franchise; and

WHEREAS, as of July 5, 2016, the fund balance for unspent PEG capital funds is approximately \$133,000; and

WHEREAS, the City has need to retain the unspent PEG capital funds so they can be used for facility and equipment costs associated with relocation of PEG equipment and facilities to the new City Hall; and

WHEREAS, the City's intent regarding use of the unspent PEG funds is consistent with 47 U.S.C. § 542(g)(2)(C); and

WHEREAS, the parties benefit from resolving all outstanding issues contemporaneous with commencement of the new franchise.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the City Manager is authorized to execute a Settlement Agreement with Charter for the purpose of settling the outstanding audit dispute for a period of October 7, 2007 to and through July 5, 2016, the date of approval of the renewal franchise.

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 5th day of July, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 07/05/2016

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from June 13, 2016 - June 24, 2016 for \$6,391,274.09 including Check Nos. 234993-235438, Wire Nos. 6187-6196, Payroll Check Nos. 106849-107379, and Payroll Wire/ACH Nos. 9488-9502

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from June 13, 2016, to June 24, 2016 in the amount of \$6,391,274.09.

Summary:

Breakdown of Expenditures:

Check Nos.	234993-235438	1,322,412.99
Wire Nos.	6187-6196	2,875,030.45
Payroll Check Nos.	106849-107379	24,547.90
Payroll Wires/ACH	9488-9502	2,169,282.75
TOTAL		\$6,391,274.09

Fiscal Impact:

Yes

Total Disbursements: \$6,391,274.09. Disbursements (wire transfers) include \$2,284,586.00 for purchase power.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
JUNE 13 - JUNE 24, 2016

Payee	Wire Description	Amount
Claims Wires - Wire No. 6187 to 6196		
Bonneville Power Administration	Purchase Power	\$ 2,284,586.00
Conover Verde Services	Section 125	\$ 3,873.26
HRA VEBA	IAFF VEBA	\$ 3,562.50
LEOFF Trust	Fire Health Premiums	\$ 71,270.88
Zenith Administrators/Matrix	Insurance Claims	\$ 511,737.81
	Total Claim Wire Transfers	\$ 2,875,030.45
Payroll Wires & Direct Deposits (ACH) - Wire No. 9488 to 9502		
Payroll Wires *see description below	Total Payroll Wire Transfer & Deposits	\$ 2,169,282.75
	Total Claim & Payroll Wires/ACH	\$ 5,044,313.20

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



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001		GENERAL FUND			
Division:	001	CITY COUNCIL			
BANK OF AMERICA		TXN00026975	235311	TC RGNL CHMBR-SOC_5-25_PL	\$22.00
		TXN00027226		TRI-CITY RGNL CHMBR-SOC-SK	\$22.00
		TXN00027244		AWC-ANL-CONF_JUNE-PL	\$375.00
		TXN00027270		PAYPAL-TRIDEC MBR LNCH-PL-SK	\$50.00
		TXN00027281		TC RGNL CHMBR-SOC-DLG	\$22.00
		TXN00027320		PAYPAL-TRIDEC MBR LNCH-TC	\$25.00
ENERGY COMMUNITIES ALLIANCE		2016-2017 DUES	235194	ECA 2016-2017 MEMBER DUES	\$2,500.00
PARADISE BOTTLED WATER CO		05/16-CITYATTORNE	235094	BOTTLED WATER-MAY	\$15.17
VERIZON WIRELESS	P056693	9766193761	235283	VERIZON WIRELESS CHARGES FOR M	\$180.14
CITY COUNCIL TOTAL****					\$3,211.31
Division:	100	CITY MANAGER			
BANK OF AMERICA		TXN00026975	235311	TC RGNL CHMBR-SOC_5-25_CR	\$22.00
		TXN00027000		ANTHONY'S-CR-KTH JHNSN-FRNKLN-	\$29.99
		TXN00027111		HYATT-ICMA-WC SUMIT_MAY-CR	\$514.02
		TXN00027201		BARNES&NOBLE.COM-BN-BOOKS	\$55.64
		TXN00027388		ICMA ONLINE-MBR DUES-CR	\$1,500.00
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$59.56
CITY MANAGER TOTAL****					\$2,181.21
Division:	101	CITY CLERK			
BANK OF AMERICA		TXN00027192	235311	RECORD ORD 21-16	\$80.00
CODE PUBLISHING INC		53280	235028	RMC ELECTRONIC UPDATES 5/16	\$116.47
PARADISE BOTTLED WATER CO		05/16-CITYATTORNE	235094	BOTTLED WATER-MAY	\$4.55
CITY CLERK TOTAL****					\$201.02
Division:	102	CITY ATTORNEY			
BANK OF AMERICA		TXN00026973	235311	TEXACO - FUEL / WSAMA TRAVEL	\$17.00
		TXN00026975		TC RGNL CHMBR-SOC_5-25_HK	\$22.00
		TXN00026998		SKAMANIA LODGE - WSAMA TRAVEL	\$218.07
		TXN00027005		EXXONMOBIL - FUEL - WSAMA TRAV	\$14.31
		TXN00027263		OFFICE DEPOT-OFC-SPLY	\$16.28
		TXN00027352		HOTEL MURANO - WAPRO CONF	\$292.54
		TXN00027469		BENTON CO AUDITOR - RECORDING	\$79.00
KENYON DISEND PLLC		184174	235223	BROKERED NATURAL GAS TAX	\$404.00
MENKE JACKSON BEYER LLP		05/2016-065	235230	GENERAL (CITY ATTY)	\$1,957.85
PARADISE BOTTLED WATER CO		05/16-CITYATTORNE	235094	BOTTLED WATER-MAY	\$3.04
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$44.38
	P056698			VERIZON WIRELESS CHARGES FOR M	\$38.67
WEST PUBLISHING CORPORATION DBA		834091658	235289	INFORMATION CHARGES-MAY 2016	\$2,251.66



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		084848818	235293	W7855 BASE CHRG/PRINTS-MAY	\$59.74
CITY ATTORNEY TOTAL ****					\$5,418.54
Division:	110	ASSISTANT CITY MANAGER			
BANK OF AMERICA		TXN00026975	235311	TC RGNL CHMBR-SOC_5-25_JMA	\$22.00
		TXN00027159		ICMA ONLINE-MBRSH-P-JMA	\$992.00
		TXN00027454		WAL-MART-GLASSES-OFCSPLY	\$10.83
PARADISE BOTTLED WATER CO		05/16-CITYATTORNE	235094	BOTTLED WATER-MAY	\$4.55
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$38.67
XEROX CORPORATION		084848818	235293	W7855 BASE CHRG/PRINTS-MAY	\$58.85
				W7855 BASE CHRG/PRINTS-MAY	\$236.70
ASSISTANT CITY MANAGER TOTAL ****					\$1,363.60
Division:	111	COMMUNICATIONS & MARKETING			
BANK OF AMERICA		TXN00026975	235311	TC RGNL CHMBR-SOC_5-25_HL	\$22.00
		TXN00027048		ZTOONE_8.5x11-FLYR-SWFT CORDR	\$157.08
		TXN00027050		ZTOONE_8.5x11-FLYR-SWFT CORDR	\$157.08
		TXN00027116		ZTOONE_8.5x11-FLYR-SWFT CORDR	(\$157.08)
		TXN00027171		PAYPAL PIXELO - FONTS	\$29.00
		TXN00027195		MYFONTS INC - FONT STYLES	\$76.35
		TXN00027349		ZTOONE COM - FLYER-TFLD	\$128.96
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$38.67
XEROX CORPORATION		084848837	235293	C75 PRINT SHOP-FIERY-MAY	\$140.31
		084911449		D95 PRINT SHOP BASE CH-MAY	\$384.40
		084911450		C75 PRINT SHOP BASE CH-MAY	\$425.01
COMMUNICATIONS & MARKETING TOTAL ****					\$1,401.78
Division:	112	CABLE COMMUNICATIONS			
BANK OF AMERICA		TXN00026984	235311	CAMPBELS-#16-193-MC_4_28 WATOA	\$98.97
		TXN00027033		HOBBY TOWN-DJI PHANTOM	\$867.71
CAROL SUE BUSKE (AKA SUE MILLER BUSKE)		13991	235166	CABLE FRANCHISE CONSULTING	\$1,560.00
CABLE COMMUNICATIONS TOTAL ****					\$2,526.68
Division:	113	HANFORD COMMUNITIES			
BANK OF AMERICA		TXN00026975	235311	TC RGNL CHMBR-SOC_5-25_PBL	\$22.00
		TXN00027112		ALASKA AIR_ECA PE-AUG_PBL	\$456.20
		TXN00027120		TRAVEL LEADERS AGENT FEE-PBL	\$35.00
		TXN00027209		TRAVEL-THE LIAISON CAPITL HL	\$776.31
		TXN00027299		PAYPAL-TRIDEC MBR LNCH-PBL	\$25.00
PARADISE BOTTLED WATER CO		05/16-CITYATTORNE	235094	BOTTLED WATER-MAY	\$3.04
XEROX CORPORATION		084848818	235293	W7855 BASE CHRG/PRINTS-MAY	\$59.74
HANFORD COMMUNITIES TOTAL ****					\$1,377.29
Division:	120	FIRE			
BANK OF AMERICA		TXN00026992	235311	AMAZON - TOASTER	\$32.49



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00026993	235311	BASIN DEPT STORE - COVERALLS	\$82.51
		TXN00027014		PROVANTAGE - TONER CART'S	\$512.26
		TXN00027031		TC RGNL CHMBR-SOC_5-25_TH	\$22.00
		TXN00027046		STAPLES - INK, DRY ERASE	\$82.61
		TXN00027054		STAPLES - DRY ERASER	\$2.49
		TXN00027062		AMAZON - ICE CHEST DRAIN	\$9.75
		TXN00027083		STAPLES - ROUND LABELS	\$3.40
		TXN00027085		STAPLES - INK CARTRIDGE	\$30.91
		TXN00027098		AMAZON - 24" STA BROOM	\$49.95
		TXN00027137		AMAZON - REHAB SUPPLIES	\$80.46
		TXN00027138		AMAZON - WD-40	\$10.62
		TXN00027146		OFFICE DEPOT - TONER CART	\$86.87
		TXN00027162		CHARTER - APR/MAY STA INTERNET	\$407.21
		TXN00027163		AMAZON - RIP N RUN TONER	\$20.99
		TXN00027176		STAPLES - PAPER, PEN, NOTEPAD	\$101.92
		TXN00027181		FIRE SAFETY ED - FIRE HATS	\$285.00
		TXN00027203		IAFC - 2016 DUES (HUNTINGTON)	\$279.00
		TXN00027211		PURELAND SUPPLY - PRJCTR BULB	\$119.50
		TXN00027225		INTL FIRE SVC INST - CERT DUES	\$125.00
		TXN00027241		BASECAMP - MAY SUB FEES	\$54.30
		TXN00027312		STAPLES - FOLIOS, POST-ITS	\$60.44
		TXN00027317		AMAZON - APPARATUS WASH	\$28.21
		TXN00027350		AMAZON - BATTERY, ELEC TAPE	\$48.86
		TXN00027396		HOME DEPOT - CO DETECTORS	\$212.86
		TXN00027406		STARBUCKS - TO'S MTG COFFEE	\$32.47
		TXN00027433		COSTCO - BED FRAME	\$41.93
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$3,458.17
EAGLE PRINTING & GRAPHIC DESIGN INC	S016943	43183	235041	TALL T-SHIRTS, LT, X-LARGE FOR	\$66.79
	S016943			SCREEN CHARGE	\$65.16
	S016943			T-SHIRT CAPTAIN 2XL FOR DERIOUS	\$79.82
HUNTINGTON, THOMAS		16-260 HUNTINGTON	235381	16-260 WA STATE CHIEF'S CON	\$24.00
OXARC INC		F330249	235092	FIRE EXTINGUISHER SRVC/RECHRG	\$76.13
PACIFIC ELECTRONICS INC	P056621	57255	235093	REPAIR 3 MASTRIII PA DECKS	\$3,253.37
SEA WESTERN INC	S016962	188661	235106	SHIPPING	\$11.02
	S016962			TRI CERTIFIED BDU PANT WITH EM	\$182.45
VERIZON WIRELESS	P056585	9760737547	235283	Cell phone charges 2/20-3/19	\$75.43
	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$815.91
FIRE TOTAL ****					\$10,932.26
Division:	130	POLICE			
101 CLEANERS		05/16-9427360	235145	UNIFORM LAUNDRY SRVCS-MAY	\$352.64
AMERICAN MESSAGING SERVICES LLC		W4100724QF	234998	PAGER RENTAL JUNE 2016	\$47.84



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00026976	235311	NUIX USG INC-WORKSTATION PRO U	\$2,950.00
		TXN00026979		STAPLES - BINDER CLIPS/PAPER	\$96.58
		TXN00026987		ROGUE FITNESS - PULL UP BAR	\$177.16
		TXN00026995		LAW ENFORCEMENT TARGETS - TARG	\$675.87
		TXN00027009		UPS 0000002654EE186	\$19.40
		TXN00027013		NRA LAW ENFORCEMENT - MILLER T	\$595.00
		TXN00027030		WM SUPERCENTER -FRUIT FOR TRAI	\$11.07
		TXN00027031		TC RGNL CHMBR-SOC_5-25_CS	\$22.00
		TXN00027036		ALBERTSONS #213 - 2 BAGS OF IC	\$4.98
		TXN00027056		SANDYS TROPHIES -RETIREMENT PL	\$128.31
		TXN00027074		WALMART - ICE AND WATER TRAINI	\$30.30
		TXN00027075		IRRIGATION SPECIALISTS - SPRIN	\$101.13
		TXN00027102		T AND T UNIFORMS -UNIFORM SHIR	\$63.80
		TXN00027107		STAPLES - TONER/LANYARDS	\$155.08
		TXN00027124		SUNWEST SPORTSWEAR - EMBROIDER	\$49.96
		TXN00027128		FRED-MEYER #0286 - TOWER FAN	\$54.29
		TXN00027131		UPS 0000002654EE196	\$91.01
		TXN00027139		OAKLEY.COM - BOOTS PETERSEN	\$152.58
		TXN00027147		DELTA AIR - LEE AIRFARE 16-24	\$295.20
		TXN00027148		FRED-MEYER #0286 - MICROWAVE B	\$97.73
		TXN00027149		PALACE ADV ROOM DEP - LEE PATC	\$72.80
		TXN00027152		AMERICAN AIR0012372104795 -BEN	\$421.20
		TXN00027154		COPQUEST INC - LEG SHROUD ACCE	\$96.35
		TXN00027158		SANDYS TROPHIES -NAME BADGES/R	\$133.50
		TXN00027169		STAPLES - INK/MONITOR SCREEN	\$174.17
		TXN00027194		LWRC INTERNATIONAL LLC - GUN R	\$455.50
		TXN00027213		DELL -DELL 22 LCD Monitor	\$369.65
		TXN00027230		EVIDENT INC - EVIDENCE LABELS	\$30.00
		TXN00027232		SANDYS TROPHIES-GOLD NAME BADG	\$23.35
		TXN00027242		RESCUE PHONE INC - QUAD POWER	\$30.00
		TXN00027247		HTCIA - MEMBERSHIP SUBSCRIPTIO	\$75.00
		TXN00027252		UPS 0000002654EE206	\$29.08
		TXN00027260		ACT MRSC - WEBINAR WALKER	\$35.00
		TXN00027291		FRED-MEYER - ROPE FOR PATROL V	\$17.34
		TXN00027300		USPS 54714003535503580 - PO BO	\$96.00
		TXN00027310		ACT MRSC - WEBINAR HOGUE	\$35.00
		TXN00027342		AMAZON -PRODUPPLICATOR COPIER	\$313.90
		TXN00027348		SCHNEIDERELECTRIC IT -REPL BAT	\$92.73
		TXN00027353		STAPLES - INK	\$12.64
		TXN00027370		UPS 0000002654EE216	\$42.99
		TXN00027385		AMAZON MKTPLACE PMTS - THUMBDR	\$119.98



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00027397	235311	REI #75 - BOOTS	\$412.66
		TXN00027427		NRA MEMBERSHIP - JENKINS RENEW	\$60.00
		TXN00027448		SANDYS TROPHIES INC -Office Si	\$281.28
		TXN00027471		IN ELEVEN 10 LLC - TOURNIQUET	\$38.45
		TXN00027472		UPS 0000002654EE226	\$29.08
BENTON COUNTY SHERIFF'S OFFICE		05/16-CUSTODY	235156	CUSTODY COSTS-MAY 2016	\$55,280.89
CAR WASH PARTNERS INC DBA		116039	235165	RPD VEHICLE WASHES-MAY 2016	\$5.60
CHARTER COMMUNICATIONS		06/16-0309703POL	235022	RPD INTERNET SRVCS 05/29-6/28	\$78.94
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$2,924.26
DESERTGREEN LAWN & TREE CARE LLC		152984	235039	FERTLIZER APPLICATION AT RANGE	\$108.60
		156146		FERTLIZER APPLICATION AT RANGE	\$108.60
DOMESTIC VIOLENCE SERVICES		23650	235186	RPD VEHICLE WASHES-MAY 2016	\$888.50
ENTERPRISE HOLDINGS INC		06/16-45WA423	235196	16-037 FLORENCE RENTAL CAR	\$277.78
FRONTIER	S016968	06/16 2530035792	235204	TELEPHONE CHARGE 6/7/16 - 7/6/	\$647.06
LN CURTIS & SONS	P056455	INV27951	235076	SHIPPING	\$16.95
	P056455			ABA EXTREME CARRIER NAVY	\$81.45
	P056455			CUSTOM ABA XT03 LVL IIIA ARMOR	\$841.65
MICROSOFT CORPORATION		E05001K6JF	235080	SHAREPOINT ONLINE PLAN 2	\$642.72
		E05001OOPQ		SHAREPOINT ONLINE PLAN 2	\$642.72
		E05001RUHW		SHAREPOINT ONLINE PLAN 2	\$642.72
		E05001VFMJ		SHAREPOINT ONLINE PLAN 2	\$41.47
OXARC INC		F337260	235092	FIRE EXTINGUISHER ANNUAL MAINT	\$93.50
		R417474	235239	CYLINDER RENTAL	\$8.00
RECALL SECURE DESTRUCTION SERVICES INC		7346029414	235246	SHREDDING SRVCS-MAY	\$149.65
RIVER CITY TOWING INC		14729	235251	TOW CHARGE	\$167.24
		14730		TOW CHARGE	\$48.87
		14954		TOW CHARGE	\$48.87
TRANS UNION RISK & ALTERNATIVE DATA		05/16-204527	235271	RPD RECORDS SEARCH - MAY	\$110.00
TTB, LLC DBA		2855	235275	VEHICLE WASHES-MAY (113)	\$593.25
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$4,040.73
WASHINGTON ASN OF SHERIFFS & POLICE CHIEFS		INV027111	235132	SPRING CONF REG-SKINNER	\$300.00
XEROX CORPORATION		084848826	235293	W7225PT BASE CHR/PRINTS-MAY	\$219.43
		084848827		W7225PT BASE CHR/PRINTS-MAY	\$213.77
		084848828		W7225PT BASE CHR/PRINTS-MAY	\$203.41
		084848829		W7855PT BASE CHG/PRINTS-MAY	\$476.57
		084848830		W7845PT BASE CHR/PRINTS-MAY	\$241.30
POLICE TOTAL ****					\$79,814.08
Division:	210	ADMINISTRATIVE SERVICES			
BANK OF AMERICA		TXN00027117	235311	RED LION INN-CKOCH AWC CONF	\$241.86
		TXN00027215		STAPLES-ZEBRA REFILL	\$2.11
		TXN00027332		16-018-GFOA-TAXI_CK	\$9.18



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00027340	235311	16-018-INTL-XACTION-FEE-GFOA	\$0.09
		TXN00027421		16-018-INTL-XACTION-FEE-GFOA	\$13.43
		TXN00027438		16-018-ROYAL YORK HOTEL-GFOA	\$1,342.63
KOCH, CATHLEEN A		16-018 KOCH	235074	16-018 GFOA CONF & PRECONF	\$663.30
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$38.67
	P056698			VERIZON WIRELESS CHARGES FOR M	\$60.13
ADMINISTRATIVE SERVICES TOTAL ****					\$2,371.40
Division:	211	FINANCE			
BANK OF AMERICA		TXN00027041	235311	AWC-LEOFF1 BST PRCTC-JLOPEZ	\$100.00
				AWC-LEOFF1 BST PRCTC-BALLEN	\$100.00
		TXN00027202		PITNEY BOWES-PRINT SPLYS	\$135.98
		TXN00027215		STAPLES-CUSTSVCS-SPLYS	\$541.75
				STAPLES-11X17PPR-ENVLPS	\$73.97
		TXN00027322		STAPLES-FIN-PAPER-3CS	\$107.84
		TXN00027331		16-098-GFOA-TAXI	\$9.18
		TXN00027346		16-098-INTL-XACTION-FEE-GFOA	\$0.09
		TXN00027420		16-098-INTL-XACTION-FEE-GFOA	\$13.43
		TXN00027423		16-098-WESTJET-GFOA-BALLEN	\$19.37
		TXN00027424		16-098-GFOA-TAXI	\$9.30
		TXN00027428		16-098-INTL-XACTION-FEE-GFOA	\$0.09
		TXN00027432		16-098-INTL-XACTION-FEE-GFOA	\$0.19
		TXN00027440		16-098-ROYAL YORK HOTEL-GFOA	\$1,342.63
GARDA CL NORTHWEST INC		10207373	235206	ARMORED CAR SRVCS MAY 2016	\$435.20
		20161690		EXCESS LIABILITY MAY 2016	\$218.88
MID COLUMBIA ENGINEERING INC	S016917	ST008520	235081	MELISSA HECKMAN, ACCOUNTING	\$756.00
	S016917	ST008543	235231	MELISSA HECKMAN, ACCOUNTING	\$999.00
PARADISE BOTTLED WATER CO		05/16-ADMIN SRVCS	235240	BOTTLED WATER-MAY	\$117.90
POSTMASTER		PERMIT 153-05/26	235296	POSTAGE 05/11-05/26/16	\$6,266.19
REDSSON LTD		192998	235247	PORTAL SERVICE LOCATES-MAY	\$258.00
RETAIL LOCKBOX INC		16054812	235100	UB PYMT PROCESSING MAY'16	\$2,199.98
TALENT WISE INC		94666275	235115	BACKGROUND CHECKS-MAY	\$287.90
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$41.23
XEROX CORPORATION		084619554	235293	W7225PT BASE CHR/PRINTS-APR	\$219.12
		084848831		W7855PT BASE CHG/PRINTS-MAY	\$324.20
		084848832		W7225PT BASE CHR/PRINTS-MAY	\$154.07
FINANCE TOTAL ****					\$14,731.49
Division:	212	PURCHASING			
BANK OF AMERICA		TXN00026983	235311	AMAZON/LABEL MAKER,FILES,LABEL	\$60.93
		TXN00027218		OFFICE DEPOT/PAPER,LEGAL PADS,	\$55.91
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$751.71



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MID COLUMBIA ENGINEERING INC	S016902	ST008518	235081	RACHAEL BALTHAZOR - BUYER 1	\$1,188.00
	S016902	ST008542	235231	RACHAEL BALTHAZOR - BUYER 1	\$1,188.00
ORKIN EXTERMINATING INC	S016751	111457969	235091	PEST CONTROL SERVICES FOR BLDG	\$27.15
	S016751			PEST CONTROL SERVICES FOR BLDG	\$27.15
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$19.34
	P056698			VERIZON WIRELESS CHARGES FOR M	\$31.66
XEROX CORPORATION	S016754	0848834	235293	XEROX 7855 LEASE AND COPY CHAR	\$234.38
PURCHASING TOTAL ****					\$3,584.23
Division:	213	INFORMATION TECHNOLOGY			
AP TECHNOLOGY LLC	P056669	IN011157	235000	ANNUAL SECURECHECK SECURE SOFT	\$345.00
	P056669			ANNUAL SECURE CHECK MNTNC	\$795.00
BANK OF AMERICA		TXN00026981	235311	THE HOME DEPOT-WIRE COVER	\$12.36
		TXN00027021		NEWEGG/LED HDTV, WAL MOUNT, ZO	\$1,181.69
		TXN00027034		NEWEGG.COM/STARTECH PATCH CABL	\$17.79
		TXN00027055		AMAZON/CABLES	\$59.94
		TXN00027069		NEWEGG/MINI WIRELESS KEYBOARD	\$19.99
		TXN00027082		NEWEGG/WIRELESS TOUCH KEYBOARD	\$111.27
		TXN00027130		NEWEGG-WD 2TB Portable Hard Dr	\$89.99
		TXN00027134		NEWEGG-Wrls Keyboard and Mouse	\$81.99
		TXN00027136		NEWEGG-Passport Portable Hard	\$59.00
		TXN00027142		SELFTESTTRAINING-SGuo Sharepoi	\$99.00
		TXN00027161		HP SERVICES/T2300 ENGINE PCA W	\$549.32
		TXN00027166		INTERNATIONAL TRANSACTION - FE	\$0.79
		TXN00027210		TRITONDATA.COM -CISCO IP Phone	\$2,250.00
		TXN00027212		SHOW ME CABLES-USB Serial Adap	\$23.48
		TXN00027233		CRUCIAL-CRUCIAL 16 gb kit	\$1,433.39
		TXN00027236		NEWEGG-Internal Solid State Dr	\$72.84
		TXN00027271		MICROSOFT ANSWER DESK - MS Sup	\$499.00
		TXN00027344		Amazon-CHRIS CCNP SWITCH GUIDE	\$33.46
		TXN00027369		WEBEX.COM-ACM/IT-ANL-SUBS	\$965.52
		TXN00027447		OFFICE DEPOT -WIFI ADAPTER	\$52.10
DELL COMPUTER CORPORATION	P056567	XJXFXF4R3	235037	LAPTOP, DELL LATITUDE E7470 AS	\$1,704.86
SOFTWARE ONE INC	P056614	US-PSI-488495	235261	Window Server Std 2012R2	\$1,856.80
	P056614			WinSvr Data Ctr 2012 R2	\$4,315.59
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$324.69
XEROX CORPORATION		084848823	235293	W7855PT BASE CHG/PRINTS-MAY	\$85.30
ZAYO GROUP HOLDINGS INC DBA	P056100	06/2016 008113	235295	INTERNET SERVICES CHARGES PAID	\$859.44
INFORMATION TECHNOLOGY TOTAL ****					\$17,899.60
Division:	220	HUMAN RESOURCES			
BANK OF AMERICA		TXN00026990	235311	AWC-LABOR RELATIONS INSTITUTE-	\$220.00



City Of Richland

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From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00027031	235311	TC RGNL CHMBR-SOC_5-25_AJ	\$22.00
		TXN00027103		TARGET-CANDY/RIBBON-1 YEAR REC	\$33.37
		TXN00027110		3M-RESP MED QUESTIONNAIRE	\$28.00
		TXN00027114		YAKIMA CARE-PRE EMP PHYS	\$100.00
		TXN00027121		STAPLES-PERSONNEL FLDRS/GRN LA	\$162.90
		TXN00027153		YAKIMA CARE-PRE EMP PHYS	\$125.00
		TXN00027156		YAKIMA CARE-PRE EMP PHYSICALS	\$325.00
		TXN00027175		CORP CONNECTION-RP NOTARY STAM	\$24.41
		TXN00027200		STAPLES-PAPER/LABELS	\$179.18
		TXN00027286		STAPLES-LABELS/OCC MED FLDRS	\$94.35
		TXN00027382		STAPLES-PRINTER TONER-LP	\$94.58
		TXN00027405		YAKIMA CARE-PRE EMP PHYS	\$100.00
		TXN00027465		STAPLES-RED BRWN BLU ORIENTN F	\$125.36
BI STATE OCCUPATIONAL SAFETY & HEALTH		2682-B	235014	DOT PRE EMP PHYSICALS	\$340.00
				DOT PRE EMP PHYSICALS	\$1,575.00
COLUMBIA INDUSTRIES SUPPORT LLC		0035586	235175	ON SITE SHRED WO#51566	\$27.78
MID COLUMBIA ENGINEERING INC	S016901	ST008519	235081	KRISTA LINGLE MULLEN - CLERICA	\$469.80
REHN & ASSOCIATES INC		MAY 2016	235248	HRA PREMIUMS-MAY	\$309.75
SOCIETY FOR HUMAN RESOURCE MANAGEMENT		00758972	235260	SHRM MEMBER DUES-R. PARKER	\$190.00
TALENT WISE INC		94666275	235115	BACKGROUND CHECKS-MAY	\$202.86
TRANS UNION LLC		05651314	235122	CREDIT REPORTS-MAY	\$54.30
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$60.53
XEROX CORPORATION		084848823	235293	W7855PT BASE CHG/PRINTS-MAY	\$0.76
	P056238	084848833	235143	LEASE FEES 2016 #W7855PT	\$370.55
HUMAN RESOURCES TOTAL ****					\$5,235.48
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
BANK OF AMERICA		TXN00027026	235311	WM SUPERCTR - MEETING SUPPLIES	\$40.56
		TXN00027051		STAPLES - DOC FRAME	\$4.12
		TXN00027070		SPOK PUBLIC FAC.-K.JENSEN-PFD	\$100.00
		TXN00027073		STAPLES - PENS, FOLDER	\$4.71
		TXN00027306		STAPLES-NOTEBOOKS, POSTIT,CLIPS	\$119.31
		TXN00027330		STAPLES - PAPERCLIPS	\$4.71
		TXN00027354		DOUBLETREE HOTEL-K.JENSEN-CERB	\$220.38
		TXN00027415		STAPLES - COPY PAPER,WIPES	\$74.64
ROGER BROOKS INTERNATIONAL, INC		13730	235253	WATERFRONT CONSULTING SVCS	\$4,435.00
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$5,003.43
Division:	301	DEVELOPMENT SERVICES			
BANK OF AMERICA		TXN00026985	235311	ICICLE VILLIAGE-C.SOMERS	\$198.30
		TXN00027042		AM.PLANNING ASSOC. - MEMBERSHI	\$524.00
		TXN00027061		STAPLES -PAPER CLIPS,POST-ITS	\$50.16



City Of Richland

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From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00027266	235311	GOOD2GO-TOLL CHARGE	\$2.75
BENTON CLEAN AIR AUTHORITY		1020	235008	2ND QTR 2016 ASSESSMENT PYMT	\$14,556.77
BENTON COUNTY TREASURER		041616 ANNEX AP	235157	INTENT TO ANNEX APPLICATION	\$50.00
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$476.60
WATER SOLUTIONS INC		13602	235136	3 WTR MACHINES - JUNE 2016	\$16.29
				3 WTR MACHINES - JUNE 2016	\$39.63
XEROX CORPORATION		084848821	235293	W7225PT BASE CHR/PRINTS-MAY	\$69.53
DEVELOPMENT SERVICES TOTAL ****					\$15,984.03
Division:	302	REDEVELOPMENT			
BANK OF AMERICA		TXN00027256	235311	LAS VEGAS MONORAIL.-Z.RATKAI	\$36.00
		TXN00027343		ASSOC OF WA CITIES - ANNUAL CO	\$375.00
		TXN00027422		PAYPAL TRIDEC - Z.RATKAI - MTG	\$25.00
DEPARTMENT OF COMMERCE		061616-NW ED CORS	235184	NW ED COURSE REG-RATKAI	\$845.00
SHANNON & WILSON INC		8033	235258	GROUNDWATER MONITORING-SHOPS	\$1,860.00
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$102.61
XEROX CORPORATION		084848819	235293	W7855PT BASE CHG/PRINTS-MAY	\$209.98
REDEVELOPMENT TOTAL ****					\$3,453.59
Division:	303	LIBRARY			
BANK OF AMERICA		TXN00026977	235311	INGRAM BOOKS	\$270.13
		TXN00026988		INGRAM BOOKS	\$296.95
		TXN00026997		HOTEL BH TRP# 16-065	\$337.76
		TXN00027003		OVERDRIVE DIGITAL	\$386.44
		TXN00027028		INGRAM BOOKS	\$277.24
		TXN00027057		ENVELOPES	\$20.51
		TXN00027064		INGRAM BOOKS	\$33.99
		TXN00027068		INGRAM BOOKS	\$149.76
		TXN00027071		COUNTERFEIT PENS	\$27.25
		TXN00027072		OVERDRIVE DIGITAL	\$107.97
		TXN00027080		OVERDRIVE DIGITAL	\$165.82
		TXN00027084		INGRAM BOOKS	\$69.68
		TXN00027094		LABELS	\$70.55
		TXN00027097		INGRAM BOOKS	\$24.33
		TXN00027099		INGRAM BOOKS	\$704.28
		TXN00027100		SURGE SUPPRESSORS	\$104.23
		TXN00027108		DISH SOAP & SPRAY BOTTLES	\$31.90
		TXN00027113		INGRAM BOOKS	\$1,259.08
		TXN00027115		SURGE SUPPRESSORS	\$161.47
		TXN00027118		LAMINATE	\$483.70
		TXN00027144		INGRAM BOOKS	\$308.65
		TXN00027150		EASELS, DVD CASES, EXACTO BLAD	\$150.86



City Of Richland

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From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00027155	235311	SURGE SUPPRESSORS	\$108.56
		TXN00027167		INGRAM BOOKS	\$106.16
		TXN00027168		LOWES #02344 - CEMENT COLOR, M	\$163.11
		TXN00027170		SUN RENTAL CENTER -COBBLESTONE	\$89.60
		TXN00027172		BEAVER BARK LTD - CONCRETE TRA	\$307.99
		TXN00027182		INGRAM BOOKS	\$139.94
		TXN00027184		INGRAM BOOKS	\$422.47
		TXN00027185		REGISTRATION LCH ALA TRP #16-2	\$285.00
		TXN00027196		INGRAM BOOKS	\$1,324.08
		TXN00027198		INGRAM BOOKS	\$40.40
		TXN00027204		INGRAM BOOKS	\$195.38
		TXN00027205		AIR FARE LCH TRP# 16-259	\$895.20
		TXN00027207		INGRAM BOOKS	\$640.14
		TXN00027214		AGENT FEE LCH tRP # 16-259	\$35.00
		TXN00027217		THE HOME DEPOT #4746 - CIRCSAW	\$171.45
		TXN00027240		BAKER & TAYLOR BOOKS	\$150.90
		TXN00027248		BEAVER BARK LTD - CLEANING DEP	(\$30.00)
		TXN00027249		ACE HDWE - paint	\$15.18
		TXN00027269		INGRAM BOOKS	\$131.56
		TXN00027277		OFFICE SUPPLIES	\$86.08
		TXN00027279		KEYS	\$24.34
		TXN00027283		INGRAM BOOKS	\$209.59
		TXN00027294		INGRAM BOOKS	\$227.47
		TXN00027297		INGRAM BOOKS	\$911.43
		TXN00027328		INGRAM BOOKS	\$111.75
		TXN00027345		INGRAM BOOKS	\$599.30
		TXN00027347		INGRAM BOOKS	\$284.99
		TXN00027356		INGRAM BOOKS	\$90.14
		TXN00027363		OVERDRIVE DIGITAL	\$801.80
		TXN00027373		INGRAM BOOKS	\$18.67
		TXN00027375		INGRAM BOOKS	\$59.95
		TXN00027376		SW WA LIBRARY DIRECTORS MTG	\$50.74
		TXN00027381		INGRAM BOOKS	\$659.03
		TXN00027386		INGRAM BOOKS	\$75.12
		TXN00027387		STORAGE CONTAINERS & HOOK	\$19.52
		TXN00027400		RETURN HOOK	(\$8.68)
		TXN00027401		STORAGE & STAFF RM SUPPLIES	\$58.98
		TXN00027408		INGRAM BOOKS	\$47.58
		TXN00027410		INGRAM BOOKS	\$90.13
		TXN00027417		INGRAM BOOKS	\$459.39
		TXN00027435		TUGGMOVIES	\$87.00



City Of Richland

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From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00027436	235311	INGRAM BOOKS	\$155.98
		TXN00027437		INGRAM BOOKS	\$256.73
		TXN00027442		INGRAM BOOKS	\$127.45
		TXN00027445		INGRAM BOOKS	\$95.98
		TXN00027451		HAND SANITIZER	\$102.30
		TXN00027453		DESK ORGANIZER	\$92.62
		TXN00027462		INGRAM BOOKS	\$18.03
		TXN00027464		BOOK TAPE	\$73.31
		TXN00027466		INGRAM BOOKS	\$132.34
		TXN00027467		DISC REPAIR SUPPLIES	\$713.90
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$4,055.39
FRONTIER	S016968	06/16 5099433152	235204	TELEPHONE CHARGE 6/4/16 -7/3/1	\$370.13
MIDWEST TAPE		94016874	235082	DATABASES	\$1,450.58
MONARCH MACHINE & TOOL CO INC		A184112	235085	HR FLAT BAR	\$66.46
OCLC INC		0000467540	235238	CATALOGING SRVCS - MAY	\$971.69
SUNBELT RENTALS INC		60186889-001	235112	EXCAVATOR CAB/BUCKET	\$256.68
THE GALE GROUP INC		57989333	235117	BOOKS-9 TITLES	\$247.76
		57997758		BOOKS-4 TITLES	\$98.80
		58005644		BOOKS-4 TITLES	\$95.00
		58062832		BOOKS-6 TITLES	\$152.76
		58072470		BOOKS-5 TITLES	\$101.79
		87989185		BOOKS-8 TITLES	\$211.28
UNIQUE MANAGEMENT SERVICES INC		428651	235277	COLLECTION SRVCS-MAY	\$187.95
UNITED PARCEL SERVICE	S016974	000986641246	235278	GROUND PKG TO UPSHUR COUNTY PU	\$7.81
	S016974	000986641256		GROUND PKG TO WASH STATE LIBRA	\$3.91
XEROX CORPORATION		084848839	235293	W7225PT BASE CHRГ/PRINTS-MAY	\$347.86
		084848840		W7225 BASE CHRГ/PRINTS-MAY	\$153.34
		084940475		W7225PT BASE CHRГ/PRINTS-MAY	\$176.52
		084940476		W7225PT BASE CHRГ/PRINTS-MAY	\$288.12
LIBRARY TOTAL ****					\$26,611.46
Division:	330	PARKS & RECREATION ADMIN			
BANK OF AMERICA		TXN00026972	235311	CY MARRIOTT-FEDERAL WA - SCHIE	\$176.47
		TXN00026975		TC RGNL CHMBR-SOC_5-25_JS	\$22.00
		TXN00026978		WAL-MART #3261 - PRC - KM, JS,	\$69.27
		TXN00026991		TACO TIME NORTH BEND - SCHIESS	\$20.34
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$1,098.99
PARKS & RECREATION ADMIN TOTAL ****					\$1,387.07
Division:	331	PARKS & REC - RECREATION			
BANK OF AMERICA		TXN00027001	235311	JOINHOMEBASE.COM - TIME ENTRY	\$9.95
		TXN00027008		RADIOSHACK COR00133843 - MICRO	\$36.36



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00027010	235311	USA FOOTBALL - NFL Flag	\$48.54
		TXN00027016		WAL-MART #3261 - POOL SUPPLIES	\$41.49
		TXN00027023		DOLRTREE 2566 00025668 - PROUT	\$31.49
		TXN00027045		SWEETWATER SOUND INC - WARRANT	\$5.19
		TXN00027101		OFFICE DEPOT #2766 - CREDIT CA	\$31.27
		TXN00027125		DESIGN BUILD INST 2 - DBIA MEM	\$99.00
		TXN00027135		DESIGN BUILD INST 2 - DBIA EXP	\$700.00
		TXN00027145		BIG LOTS STORES - #4481 - RCC	\$22.15
		TXN00027187		ARC SERVICES/TRAINING - LIFEQU	\$350.00
		TXN00027239		STAPLES - ENVELOPES, TAPE, COP	\$159.75
		TXN00027272		WSP BACKGROUND CHECKS - INSTRU	\$36.00
		TXN00027374		WSP BACKGROUND CHECKS - BACKGR	\$12.00
		TXN00027399		OFFICE DEPOT #2766 - CORCH SUP	\$14.47
		TXN00027443		JOINHOMEBASE.COM - TIME ENTRY	\$9.95
CAMARENA, DANA		MAY 2016	235017	SALSA INSTRUCTOR-MAY	\$967.51
ELIZABETH E TROST			235042	MAY CLASS-10481	\$315.97
FOSTER, CATHY I		MAY 2016A	235202	FOOT CARE CLASSES-MAY	\$138.00
MILLER, JO ANN		MAY 2016	235233	DANCE INSTRUCTOR-MAY	\$561.17
TALENT WISE INC		94666275	235115	BACKGROUND CHECKS-MAY	\$14.00
WHITE LOTUS ENTERPRISES		MAY 2016	235291	KARATE INSTRUCTOR-MAY 2016	\$139.93
XEROX CORPORATION		084490081	235293	W7855PT BASE CHG/PRINTS-MAY	\$231.35
				W7855PT BASE CHG/PRINTS-MAY	\$121.12
PARKS & REC - RECREATION TOTAL ****					\$4,096.66
Division:	335	PARKS & REC - PARKS&FACILITIES			
AIREFCO INC		3602862	234997	SW TEMP ACT	\$67.25
	S016936	3604927		R-22 FREON, 30 LB BOTTLE	\$4,572.06
AQUATIC SPECIALTY SERVICES INC	S016939	11008	235001	BECSYS CO2 FEEDER 4-30 2100298	\$705.90
	S016939			FLOWMETER 4-30 SCFH ITEM #8060	\$105.72
	S016939			DIFFUSER ASSEMBLY ITEM #221032	\$130.32
	S016939			SHIPPING	\$27.15
ARAMARK UNIFORM SERVICES INC	S016970	05/16-934962000	235150	LINEN CHARGES FOR MAY 2016	\$484.46
BACKFLOW APPARATUS & VALVE CO		757717	235003	RUBBER REPAIR KIT	\$60.16
		759272		CHECK ASSY/RBR KIT	\$130.21
BANK OF AMERICA		TXN00026970	235311	GRIGGS ACE RICHLAND - MARKING	\$19.07
		TXN00026974		CY MARRIOTT-FEDERAL WA - Darri	\$176.47
		TXN00026982		BALLARD INDUSTRIAL - REGULATOR	\$295.13
		TXN00027007		LOWES-6FT BRCOSET POLE HANG RO	\$56.39
		TXN00027011		LOWES #02344 - FT SOLID BRD	\$151.21
		TXN00027015		GRIGGS ACE RICHLAND - FS # 3 C	\$27.17
		TXN00027040		EWING IRRIGATION PRD 181 - CIT	\$192.29
		TXN00027047		CELLULAR PLUS 409 - spray logg	\$72.74



City Of Richland

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From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00027049	235311	THE HOME DEPOT #4746 - LEWIS A	\$45.00
		TXN00027060		ACE HDWE - GARDEN HOSE	\$42.88
		TXN00027063		CARROT TOP INDUSTRIES INC - FI	\$172.80
		TXN00027076		MAC'S GARDEN CENTE - Flowers L	\$44.87
		TXN00027078		GRIGGS ACE RICHLAND - cored pl	\$7.59
		TXN00027081		AMAZON MKTPLACE PMTS - PHONE C	\$54.94
		TXN00027087		THE HOME DEPOT #4746 - DECKMAT	\$123.55
		TXN00027090		THE HOME DEPOT #4746 - DECKMAT	\$8.60
		TXN00027104		THE HOME DEPOT #4746 - LEWIS C	\$145.27
		TXN00027109		THE HOME DEPOT #4746 - LEWIS C	\$43.22
		TXN00027140		LOWES #02344 - PATCH AND REPAI	\$28.02
		TXN00027143		BEAVER BARK LTD - GRAVEL	\$117.22
		TXN00027151		THE HOME DEPOT #4746 - PEAT MO	\$26.00
		TXN00027164		GOTOCITRIX.COM -GO TO MEETING	\$20.64
		TXN00027179		IN DORSE & COMPANY/115V MOTOR	\$75.44
		TXN00027186		ACE HDWE - drinking fountain p	\$32.57
		TXN00027188		GRIGGS ACE RICHLAND - icemaker	\$9.22
		TXN00027190		GRIGGS ACE RICHLAND - plumbing	\$3.34
		TXN00027197		IN DORSE & COMPANY/115V MOTOR	\$75.44
		TXN00027216		KULLY SUPPLY -PARK SUPPLIES WA	\$364.70
		TXN00027220		MILLER PAINT KENNEWICK - field	\$179.20
		TXN00027221		MILLER PAINT KENNEWICK - field	\$123.20
		TXN00027223		MOST DEPENDABLE FOUNTAINS - SU	\$177.24
		TXN00027227		MILLER PAINT KENNEWICK - field	\$173.55
		TXN00027235		MILLER PAINT KENNEWICK - field	\$173.55
		TXN00027237		M.A.S.A. / SPORTSADVANTAG - IN	\$225.45
		TXN00027243		THE HOME DEPOT #4746 - PERENNI	\$7.04
		TXN00027245		GRIGGS ACE RICHLAND - MOUNTING	\$17.34
		TXN00027246		ACE HDWE - paint imbarimba	\$17.90
		TXN00027250		GRIGGS ACE RICHLAND - FRAME RO	\$20.16
		TXN00027255		ACE HDWE - PICTURE CLIPS	\$14.63
		TXN00027257		GRIGGS ACE RICHLAND - ROLLER F	\$26.56
		TXN00027259		GRIGGS ACE RICHLAND - SNAP QUI	\$7.59
		TXN00027261		MILLER PAINT KENNEWICK - LEWIS	\$453.41
		TXN00027264		MOST DEPENDABLE FOUNTAIN - SSI	\$390.00
		TXN00027265		GRIGGS ACE RICHLAND - ACE ROLL	\$5.20
		TXN00027267		THE HOME DEPOT #4746 - drill b	\$68.32
		TXN00027278		THE HOME DEPOT #4746 - PERENNI	\$12.45
		TXN00027280		THE HOME DEPOT #4746 - FLOWERS	\$129.99
		TXN00027284		RAMADA INNS - NICK THOMPSON TR	\$204.08
		TXN00027285		THE HOME DEPOT #4746 - tube sq	\$17.60



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00027287	235311	THE HOME DEPOT #4746 - SHEDLES	\$43.62
		TXN00027288		SHERWIN WILLIAMS 708461 - RAC	\$54.28
		TXN00027290		AMAZON/NOISE BLOCKING EARMUFFS	\$69.62
		TXN00027298		STAPLES - OFFICE SUPPLIES FACI	\$182.88
		TXN00027301		SQ STONE SOUP - INTERVIEWS -	\$24.73
		TXN00027313		GRIGGS ACE RICHLAND - drinking	\$35.52
		TXN00027314		STAPLES - OFFICE SUPPLIES FACI	\$28.00
		TXN00027323		SQ PORTER'S REAL B - INTERVIE	\$59.97
		TXN00027325		CARROT TOP INDUSTRIES INC - US	\$169.57
		TXN00027334		AMAZON MKTPLACE PMTS - SEALRIG	\$42.38
		TXN00027336		AMAZON MKTPLACE PMTS -SEALRIGH	\$26.99
		TXN00027338		BOBS BURGERS BREW - - INTERVI	\$45.61
		TXN00027339		GRIGGS ACE RICHLAND - STRIPING	\$55.32
		TXN00027361		ACE HDWE - WAND MARKING, STRIP	\$82.46
		TXN00027365		AMAZON MKTPLACE PMTS - YELLOW	\$59.76
		TXN00027368		ACE HDWE - grass seed	\$103.13
		TXN00027377		UNITED VOLLEYBALL SUPPLY - LES	\$563.82
		TXN00027378		BOBS BURGERS BREW - - INTERVI	\$57.56
		TXN00027389		Amazon.com - YELLOW JACKET HOS	\$108.57
		TXN00027390		GRIGGS ACE RICHLAND - WALL PLA	\$27.10
		TXN00027392		SUPPLYWORKS/HAND SOAP	\$122.28
		TXN00027398		THE HOME DEPOT #4746 - MET HAL	\$37.16
		TXN00027402		ACE HDWE - COUPLING, VALVE BAL	\$79.06
		TXN00027407		JT AUTOMOTIVE PARTS, INC - RV	\$32.56
		TXN00027409		ULINE SHIP SUPPLIES - TRASH	\$521.31
		TXN00027413		LINCOLN AQUATICS/POOL GRATES	\$284.92
		TXN00027414		TACOMA SCREW PRODUCTS PA - O	\$2.40
		TXN00027418		STONEWAY ELEC SUPPLY 204 - STA	\$169.47
		TXN00027430		GRIGGS ACE RICHLAND - irrigati	\$44.81
		TXN00027459		FOUNTAIN PEOPLE INC - BADGER M	\$1,066.68
BENJAMIN'S CARPET ONE		CG603381	235007	FIRESTATION 71-BLINDS	\$272.59
BENTON COUNTY SHERIFF'S OFFICE		04/16-WORKCREW	235009	WORKCREW II-APRIL 2016	\$9,293.22
CASCADE NATURAL GAS CORP		05/16-2863810009	235019	NAT GAS 110 SAINT 04/18-05/18	\$10.85
		05/16-51897100007		NAT GAS 1005 SWIFT 04/18-05/18	\$2,422.76
		05/16-73638100005		NAT GAS 500 AMON 4/18-5/18	\$344.30
		05/16-75226321539		NAT GAS 2710 DUPORTAIL	\$76.92
		05/16-75997100005		NAT GAS 871 GW WAY 04/18-05/18	\$314.06
		05/16-80577100003		NAT GAS 200 BLDG 04/17-05/14	\$1,738.58
		05/16-90577100002		NAT GAS 300 BLDG 04/17-05/14	\$1,837.06
		05/16-96738100005		NAT GAS 505 SWIFT 04/18-05/18	\$11.71
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$876.03



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$860.19
				CITY UTILITY BILLS/MAY 2016	\$2,102.47
				CITY UTILITY BILLS/MAY 2016	\$83.30
				CITY UTILITY BILLS/MAY 2016	\$44.19
				CITY UTILITY BILLS/MAY 2016	\$34.05
				CITY UTILITY BILLS/MAY 2016	\$75.75
				CITY UTILITY BILLS/MAY 2016	\$895.90
				CITY UTILITY BILLS/MAY 2016	\$83.63
				CITY UTILITY BILLS/MAY 2016	\$865.50
				CITY UTILITY BILLS/MAY 2016	\$35.75
				CITY UTILITY BILLS/MAY 2016	\$1,158.25
				CITY UTILITY BILLS/MAY 2016	\$1,003.12
				CITY UTILITY BILLS/MAY 2016	\$22.95
				CITY UTILITY BILLS/MAY 2016	\$3,495.26
				CITY UTILITY BILLS/MAY 2016	\$20.49
				CITY UTILITY BILLS/MAY 2016	\$17.19
				CITY UTILITY BILLS/MAY 2016	\$11.48
				CITY UTILITY BILLS/MAY 2016	\$1,142.10
				CITY UTILITY BILLS/MAY 2016	\$23.33
				CITY UTILITY BILLS/MAY 2016	\$1,146.00
				CITY UTILITY BILLS/MAY 2016	\$1,080.35
				CITY UTILITY BILLS/MAY 2016	\$7.87
				CITY UTILITY BILLS/MAY 2016	\$1,199.06
				CITY UTILITY BILLS/MAY 2016	\$4.63
				CITY UTILITY BILLS/MAY 2016	\$1,248.05
				CITY UTILITY BILLS/MAY 2016	\$70.74
				CITY UTILITY BILLS/MAY 2016	\$3,337.65
				CITY UTILITY BILLS/MAY 2016	\$1,279.80
				CITY UTILITY BILLS/MAY 2016	\$10.29
				CITY UTILITY BILLS/MAY 2016	\$28.95
				CITY UTILITY BILLS/MAY 2016	\$29.80
				CITY UTILITY BILLS/MAY 2016	\$29.74
				CITY UTILITY BILLS/MAY 2016	\$29.66
				CITY UTILITY BILLS/MAY 2016	\$914.02
				CITY UTILITY BILLS/MAY 2016	\$941.64
				CITY UTILITY BILLS/MAY 2016	\$70.60
				CITY UTILITY BILLS/MAY 2016	\$945.70
				CITY UTILITY BILLS/MAY 2016	\$1,129.62
				CITY UTILITY BILLS/MAY 2016	\$961.90
				CITY UTILITY BILLS/MAY 2016	\$29.82
				CITY UTILITY BILLS/MAY 2016	\$27.25



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$25.86
				CITY UTILITY BILLS/MAY 2016	\$24.59
				CITY UTILITY BILLS/MAY 2016	\$989.05
				CITY UTILITY BILLS/MAY 2016	\$24.30
				CITY UTILITY BILLS/MAY 2016	\$1,067.85
				CITY UTILITY BILLS/MAY 2016	\$23.77
				CITY UTILITY BILLS/MAY 2016	\$29.51
				CITY UTILITY BILLS/MAY 2016	\$2,764.45
				CITY UTILITY BILLS/MAY 2016	\$373.97
				CITY UTILITY BILLS/MAY 2016	\$211.55
				CITY UTILITY BILLS/MAY 2016	\$105.30
				CITY UTILITY BILLS/MAY 2016	\$231.28
				CITY UTILITY BILLS/MAY 2016	\$237.85
				CITY UTILITY BILLS/MAY 2016	\$248.20
				CITY UTILITY BILLS/MAY 2016	\$250.40
				CITY UTILITY BILLS/MAY 2016	\$250.75
				CITY UTILITY BILLS/MAY 2016	\$103.01
				CITY UTILITY BILLS/MAY 2016	\$255.68
				CITY UTILITY BILLS/MAY 2016	\$260.95
				CITY UTILITY BILLS/MAY 2016	\$96.11
				CITY UTILITY BILLS/MAY 2016	\$62.45
				CITY UTILITY BILLS/MAY 2016	\$261.27
				CITY UTILITY BILLS/MAY 2016	\$209.10
				CITY UTILITY BILLS/MAY 2016	\$290.70
				CITY UTILITY BILLS/MAY 2016	\$49.44
				CITY UTILITY BILLS/MAY 2016	\$95.00
				CITY UTILITY BILLS/MAY 2016	\$292.67
				CITY UTILITY BILLS/MAY 2016	\$343.40
				CITY UTILITY BILLS/MAY 2016	\$349.86
				CITY UTILITY BILLS/MAY 2016	\$2,425.51
				CITY UTILITY BILLS/MAY 2016	\$356.15
				CITY UTILITY BILLS/MAY 2016	\$2,409.12
				CITY UTILITY BILLS/MAY 2016	\$366.25
				CITY UTILITY BILLS/MAY 2016	\$366.47
				CITY UTILITY BILLS/MAY 2016	\$368.90
				CITY UTILITY BILLS/MAY 2016	\$68.08
				CITY UTILITY BILLS/MAY 2016	\$147.63
				CITY UTILITY BILLS/MAY 2016	\$109.84
				CITY UTILITY BILLS/MAY 2016	\$114.61
				CITY UTILITY BILLS/MAY 2016	\$117.07
				CITY UTILITY BILLS/MAY 2016	\$109.41



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From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$59.52
				CITY UTILITY BILLS/MAY 2016	\$118.54
				CITY UTILITY BILLS/MAY 2016	\$119.02
				CITY UTILITY BILLS/MAY 2016	\$122.30
				CITY UTILITY BILLS/MAY 2016	\$127.70
				CITY UTILITY BILLS/MAY 2016	\$128.65
				CITY UTILITY BILLS/MAY 2016	\$131.65
				CITY UTILITY BILLS/MAY 2016	\$134.92
				CITY UTILITY BILLS/MAY 2016	\$209.70
				CITY UTILITY BILLS/MAY 2016	\$146.11
				CITY UTILITY BILLS/MAY 2016	\$357.12
				CITY UTILITY BILLS/MAY 2016	\$150.62
				CITY UTILITY BILLS/MAY 2016	\$154.75
				CITY UTILITY BILLS/MAY 2016	\$157.25
				CITY UTILITY BILLS/MAY 2016	\$160.87
				CITY UTILITY BILLS/MAY 2016	\$162.35
				CITY UTILITY BILLS/MAY 2016	\$168.62
				CITY UTILITY BILLS/MAY 2016	\$171.70
				CITY UTILITY BILLS/MAY 2016	\$182.33
				CITY UTILITY BILLS/MAY 2016	\$187.00
				CITY UTILITY BILLS/MAY 2016	\$196.19
				CITY UTILITY BILLS/MAY 2016	\$53.60
				CITY UTILITY BILLS/MAY 2016	\$197.95
				CITY UTILITY BILLS/MAY 2016	\$55.85
				CITY UTILITY BILLS/MAY 2016	\$687.27
				CITY UTILITY BILLS/MAY 2016	\$599.25
				CITY UTILITY BILLS/MAY 2016	\$92.46
				CITY UTILITY BILLS/MAY 2016	\$48.68
				CITY UTILITY BILLS/MAY 2016	\$90.85
				CITY UTILITY BILLS/MAY 2016	\$354.63
				CITY UTILITY BILLS/MAY 2016	\$610.22
				CITY UTILITY BILLS/MAY 2016	\$614.55
				CITY UTILITY BILLS/MAY 2016	\$645.75
				CITY UTILITY BILLS/MAY 2016	\$85.51
				CITY UTILITY BILLS/MAY 2016	\$69.34
				CITY UTILITY BILLS/MAY 2016	\$648.65
				CITY UTILITY BILLS/MAY 2016	\$588.58
				CITY UTILITY BILLS/MAY 2016	\$42.42
				CITY UTILITY BILLS/MAY 2016	\$603.50
				CITY UTILITY BILLS/MAY 2016	\$40.84
				CITY UTILITY BILLS/MAY 2016	\$40.33



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$757.40
				CITY UTILITY BILLS/MAY 2016	\$874.35
				CITY UTILITY BILLS/MAY 2016	\$785.08
				CITY UTILITY BILLS/MAY 2016	\$1,367.90
				CITY UTILITY BILLS/MAY 2016	\$40.00
				CITY UTILITY BILLS/MAY 2016	\$38.16
				CITY UTILITY BILLS/MAY 2016	\$37.27
				CITY UTILITY BILLS/MAY 2016	\$36.60
				CITY UTILITY BILLS/MAY 2016	\$36.58
				CITY UTILITY BILLS/MAY 2016	\$859.19
				CITY UTILITY BILLS/MAY 2016	\$672.00
				CITY UTILITY BILLS/MAY 2016	\$454.15
				CITY UTILITY BILLS/MAY 2016	\$400.56
				CITY UTILITY BILLS/MAY 2016	\$494.25
				CITY UTILITY BILLS/MAY 2016	\$504.24
				CITY UTILITY BILLS/MAY 2016	\$46.80
				CITY UTILITY BILLS/MAY 2016	\$552.75
				CITY UTILITY BILLS/MAY 2016	\$92.70
				CITY UTILITY BILLS/MAY 2016	\$489.64
				CITY UTILITY BILLS/MAY 2016	\$536.47
				CITY UTILITY BILLS/MAY 2016	\$531.25
				CITY UTILITY BILLS/MAY 2016	\$46.48
				CITY UTILITY BILLS/MAY 2016	\$425.50
				CITY UTILITY BILLS/MAY 2016	\$543.15
				CITY UTILITY BILLS/MAY 2016	\$547.90
				CITY UTILITY BILLS/MAY 2016	\$405.45
				CITY UTILITY BILLS/MAY 2016	\$509.08
				CITY UTILITY BILLS/MAY 2016	\$48.03
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-559951	235362	SPDT 15A MOM CONT AC SW	\$185.37
	S016898	3627-560905	235033	SGL COMM/PWR AL COVER #830CKTC	\$710.90
	S016898			RECPT PLATES #828GFITCAL	\$311.01
	S016898			FREIGHT	\$21.72
	S016898			TAX ADJUSTMENT	(\$0.01)
CORRECT EQUIPMENT INC	S016950	33232	235181	FREIGHT- ESTIMATED	\$32.58
	S016950			EQD ASSEMBLY, SUPPLY CABLE SID	\$255.49
	S016950			EQD ASSEMBLY, CORE SIDE, PART	\$361.15
ELTOPIA WEST GREENHOUSE LLC		1004656	235043	BEDDING FLATS	\$2,481.15
EWING IRRIGATION PRODUCTS INC		1138507	235045	FIELD TRANSMITR/STAKING FLAGS	\$326.04
		1224669		SPORTLINE CHALK	\$385.75
		1312672		PURPLE PRIMER\COUPLING	\$244.56
		1366183		BONNET/RB BLEED PLUG ASSY	\$446.35



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EWING IRRIGATION PRODUCTS INC		1455160	235045	CARSON JUMBO BOX/LID	\$162.30
		1487101		CARSON JUMBO BOX/LID	\$144.35
		1515703		SPLICE KIT/GREEN IPS	\$210.63
		1541816	235197	PVC TEE/CMNT/PRMR/SWABS/EMPTY	\$519.37
		1550708		PVC CEMENT	\$84.65
FERGUSON ENTERPRISES INC		4230732	235048	PVC ELL/PURP PRMR/AQUA CMNT	\$54.39
		4278705		RT REP KIT	\$44.95
FREMAREK INC DBA		0579457-IN	235050	WAVE 3D URINAL SCREENS	\$321.09
GENSCO INC		845919035	235052	VISIONPRO PRGRMBLE THERMOSTAT	\$213.94
		845928055		FAN BLADE/P-12 MOTOR	\$271.20
GRAINGER	S016972	9141392531	235208	FLOOR SQUEEGEE ITEM #1ZBZ2	\$208.04
	S016972	9141392549		SENSOR & DRYER CONTROL ITEM #1	\$57.46
GTP INVESTMENTS LLC	P056199	403270731	235210	BADGER MOUNTAIN LEASE FOR CITY	\$106.81
	P056199	403283688	235209	BADGER MOUNTAIN LEASE FOR CITY	\$106.81
HD FOWLER COMPANY INC		14193138	235379	BROOKS #36 T CI TRAFFIC COVER	\$148.89
INLAND ASPHALT CO	P056665	2259234	235216	5/8 ASPHALTIC CONCRETE HOT MIX	\$588.82
INTERLINE BRANDS INC DBA		366629954	235062	DISH RINSE AND WASH	\$115.14
JOB'S NURSERY		I-96771	235390	OAK/MAPLE/BOXELDER/TULIP TREE	\$874.26
JT AUTOMOTIVE PARTS INC DBA		360003	235067	FHP BELT	\$57.02
		360509		RV BLADE/ADAPTER	\$32.56
		360509 CREDIT	235219	RV BLADE/ADAPTER	(\$32.56)
		360741	235067	GLOS WHI	\$7.45
		111652	235072	CAP CPVC/CEMENT	\$7.56
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		34752	235083	POL RENTAL-GOETHALS PARK	\$81.00
MOON SECURITY SERVICES INC		821379	235086	BASIC FIRE MONITOR LIBRARY	\$33.00
		821725		RPD RANGE MONITORING	\$59.90
		822350		ST#74 CELL GSM FIRE B/U	\$50.00
		822542		BASIC FIRE MONITOR CREST	\$53.00
		824021		BASIC FIRE MONITORING	\$33.00
OXARC INC		1025845	235092	CO2	\$316.03
		11355PP		CO2	\$243.81
PERFECTION GLASS		9939648479	235095	SOLAR GUARD/DEEP TINT	\$2,798.35
REXEL INC DBA		J132848	235101	COMPRESSOR	\$427.45
	S016920	J463304		SAG GLASS LENS FOR AAL FIXTURE	\$276.93
	S016920			GASKET FOR SAG LENS, #A76255	\$117.29
	S016920			FREIGHT	\$21.23
RICHLAND ACE HARDWARE		211124	235102	NIPPLE/COUPLE	\$19.20
		211338		O-RING/FASTENERS	\$3.07
		211387		GLUE PLSTC WELDR/CNCRETE EDGER	\$56.95
		211392		BYPASS PRUNER	\$28.23
		51037		STAPLE-COMMUNITY GARDEN	\$4.88



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From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount		
RICHLAND ACE HARDWARE		51116	235102	CONNECT/WASHER REDUCE/FLEX	\$19.77		
		51230		PEAT MOSS	\$39.07		
		51231		PEAT MOSS-CREDIT RETURN	(\$39.07)		
		51306		PRIMER/PAINT BRUSH SET	\$28.21		
		51346		EPOXYSIELD/ROLLER	\$94.44		
		51371		PICK UP TOOL	\$33.98		
				PLUG CLEAN OUT	\$7.78		
		51388		SPRING SNAP	\$6.06		
		51400		MANURE/FLOWER-VEGGIE SOIL	\$39.00		
		51427		ULTRA DAWN/FASTENERS	\$12.30		
		51433		CHAIN LOOP	\$19.54		
		51434		CAULK DFLEX230 GRY10.1OZ	\$35.24		
		51444		ULTRA BUNGEE CORD 32"	\$18.95		
		51448		FIBERGLASS LADDR/RTCHT TIEDOWN	\$157.45		
		51458		SHARPENING TOOL/PRUNER	\$41.90		
		51469		O-RINGS/SHOWERHEAD PUSH BTN	\$24.26		
		51535	235250	ROSE CARE GRAN/ORGANIC FOOD	\$34.73		
		51590		COUPL HOE PLSTC SHTOFF/MOPHEAD	\$12.49		
		SHANNON & WILSON INC	P056082	8045	235258	CONSULTANT AGREEMENT FOR WELL	\$1,530.00
		SIEMENS INDUSTRY INC		5444095942	235422	DG SYSTEM AT SHOPS	\$1,731.66
STONEWAY ELECTRIC SUPPLY		S10163381.001	235111	PHILIPS COMPACT FLRESCENT LAMP	\$32.58		
		S101644079.001		INTERMATIC/LED 4 FLOW LAMP	\$184.51		
		S101648698.001		ADVANCE IFC/WIRE NUT	\$40.56		
SUNBELT RENTALS INC		60282093-001	235112	TANDEM AXLE TRAILER	\$425.11		
SUPERIOR PLUS CONSTRUCTION PRODUCTS CORP		53547101	235113	KNAUF P/C-PIPE COVERS	\$322.35		
TACOMA SCREW PRODUCTS INC		22145637	235114	BLK NITR GLVS/STEEL FLT SOCKET	\$16.12		
		22146135		SILICONE CAULK/SOCKET SET	\$13.79		
		22146752	235265	NITRILE RUBBER O-RING KIT	\$52.64		
		22147018		BRASS FIT/RUBBER O-RINGS	\$1.30		
THE DRAIN SURGEON		34942	235116	SNAKE LINE-703 BLDG	\$173.76		
THE PERSONAL TOUCH CLEANING INC		20493	235118	JANITOR SERVICES-RCC-MAY	\$4,457.90		
		62755		JANITOR SERVICES-BLDG 100-MAY	\$2,770.90		
		62756		JANITOR SERVICES-BLDG 200-MAY	\$718.88		
		62757		JANITOR SERVICES-BLDG 300-MAY	\$587.81		
		62811		JANITOR SERVICES-LIBRARY-MAY	\$4,579.96		
WASHINGTON STATE PATROL		16008426	235133	VOLUNTEER BACKGROUND CHECKS	\$12.00		
WILBUR ELLIS COMPANY	S016944	10022995	235292	RANGER PRO 2.5 GAL JUGS	\$360.77		
	S016944			FOUNDATION 2.5 GAL JUGS	\$553.86		
	S016944			PENEDULUM AQUACAP 2.5 GAL JUGS	\$445.26		
		9806867	235436	WG MINI	\$4,731.05		



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From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WILBUR ELLIS COMPANY		9829945	235436	COMPLETE SOIL ANALYSIS	\$46.29
				COMPLETE SOIL ANALYSIS	\$92.58
		9872861		WG MINI	\$2,365.53
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$138,718.34
Division:	338	PARKS & REC - PROJECT ADMIN			
BANK OF AMERICA		TXN00027129	235311	DESIGN BUILD INST 2 - DBIA MEM	\$99.00
XEROX CORPORATION		084848823	235293	W7855PT BASE CHG/PRINTS-MAY	\$170.49
PARKS & REC - PROJECT ADMIN TOTAL ****					\$269.49
Division:	900	NON-DEPARTMENTAL			
ARBAUGH & ASSOCIATES INC		1534	235151	ARBAUGH CONTRACT FEES-MAY'16	\$1,520.72
BANK OF AMERICA		TXN00026994	235311	BENNETT RENTALS - CHAIRS	\$97.74
		TXN00027173		AMAZON MKTPLACE PMTS - SIGNAL	\$41.04
		TXN00027180		AMAZON MKTPLACE PMTS - SAFETY	\$60.30
		TXN00027452		FACEBOOK URH9H9JKW2	\$25.11
COLUMBIA INDUSTRIES SUPPORT LLC		0035324	235030	ON SITE SHRED WO#50960	\$31.82
		0035491	235175	ON SITE SHREDDING WO#50945	\$31.82
EAST OREGONIAN PUB CO		48161605	235189	E.OREGONIAN ADS-TOURISM-MAY	\$490.85
STATE AUDITOR'S OFFICE		L114397	235109	AUDIT SERVICES-APR 216	\$2,122.68
THE OBSERVER		2342260	235268	THE OBSERVER-TRSM-MAY	\$750.00
WAMBEKE, FRAZER		061716	235131	PERF ON 6-17-16 HAPO STAGE	\$200.00
WASHINGTON CITIES INSURANCE AUTHORITY		MAY 2016	235284	WCIA CLAIMS PAID-MAY 2016	\$6,626.85
NON-DEPARTMENTAL TOTAL ****					\$11,998.93
GENERAL FUND Total ***					\$359,772.97
FUND	101	CITY STREETS			
Division:	401	STREETS MAINTENANCE			
BANK OF AMERICA		TXN00026986	235311	WAL-MART #3261 - DAVE PARDINI	\$71.81
		TXN00027296		HORIZON/SAFETY VESTS	\$75.05
		TXN00027384		KING PUMPS - SHIPPING	\$14.66
				KING PUMPS - BILGE PUMP	\$102.02
BC SALES CO INC		B420105	235005	BOOTS-SHINES	\$150.00
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$983.36
				CITY UTILITY BILLS/MAY 2016	\$135.42
		05/2016-27	235024	#27 LANDFILL FEES	\$135.93
ECONOLITE CONTROL PRODUCTS INC		127702	235190	TRAFFIC SIG CONTROLLER REPAIR	\$553.37
		127867		TERRRA INTERFACE REPAIR	\$226.52
FASTENAL COMPANY		WARIC57411	235199	DEWALT BATTERY CONVERT KIT	\$173.75
GTP INVESTMENTS LLC	P056199	403270731	235210	BADGER MOUNTAIN LEASE FOR CITY	\$68.36
	P056199	403283688	235209	BADGER MOUNTAIN LEASE FOR CITY	\$68.36
HERTZ EQUIPMENT RENTAL CORP		28652239-001	235058	LIQUID PROPANE	\$55.46



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From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HERTZ EQUIPMENT RENTAL CORP		28655173-001	235058	LIQUID PROPANE	\$46.80
		28658095-001		LIQUID PROPANE	\$50.26
		28659950-001		LIQUID PROPANE	\$41.17
		28662178-001	235213	LIQUID PROPANE	\$32.50
RICHLAND ACE HARDWARE		211394	235250	TORCH TRIG START PROPANE	\$32.57
		51505		SCREWS/POWER INVERTER	\$53.19
		51534		PVC PIPE/COUPLE/TEE/ELBOW	\$7.63
		51556		TAPE MEASURE	\$10.85
		51587		IMPACT SET/BOOT BUFFALOS	\$118.80
		203319	235255	RENT JOHN DEERE 310SL BACKHOE	\$2,139.42
ROWAND MACHINERY CO					
SPECIAL ASPHALT PRODUCTS INC	S016905	INVC071187	235262	1/4" EXIT TUBE, FOR LAB HOT AI	\$179.19
TRAFFIC SAFETY SUPPLY CO INC	S016913	113649	235121	FREIGHT	\$13.54
	S016913			PEDESTRIAN WALK FLAG, 18" X 18	\$127.71
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$97.62
XEROX CORPORATION		084848823	235293	W7855PT BASE CHG/PRINTS-MAY	\$14.14
STREETS MAINTENANCE TOTAL ****					\$5,779.46
CITY STREETS Total ***					\$5,779.46
FUND 112	INDUSTRIAL DEVELOPMENT FUND				
Division:	305	ECONOMIC DEVELOPMENT			
ARBAUGH & ASSOCIATES INC		1534	235151	ARBAUGH CONTRACT FEES-MAY'16	\$155.18
		TXN00026975	235311	TC RGNL CHMBR-SOC_5-25_KJ	\$22.00
		TXN00027366		ALASKA AIR -Z.RATKAI-ICSC-BAGG	\$50.00
		TXN00027444		WEEDSB, LLC. TAXI -Z.RATKAI-IC	\$30.56
		TXN00027446		RPS TC.AIRPPORT - Z.RATKAI-ICS	\$54.00
		TXN00027449		ALASKA AIR-Z.RATKAI-ICSC-BAGGA	\$50.00
		TXN00027457		BALLYS HOTEL-Z.RATKAI-ICSC	\$449.12
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$421.73
		16-187 RATKAI	235357	16-187 ICSC RECON TRADE SHO	\$320.00
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$52.77
XEROX CORPORATION		084848819	235293	W7855PT BASE CHG/PRINTS-MAY	\$117.20
ECONOMIC DEVELOPMENT TOTAL ****					\$1,722.56
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$59.03
MACKAY & SPOSITO INC		027528	235228	HORN RAPIDS MASTER PLAN UPDATE	\$624.90
SHANNON & WILSON INC		8032	235258	HR WETLAND MITIGATION	\$1,580.00
		8044		HR INDUST-PHASE II-SAMPLING	\$3,868.35
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$6,132.28
INDUSTRIAL DEVELOPMENT FUND Total ***					\$7,854.84



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From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 117		CRIMINAL JUSTICE SALES TAX			
Division:	131	CJST POLICE ACTIVITY			
911 SUPPLY LLC	P056555	40408	234994	5.11 PDU MENS CLASS B CARGO PA	\$130.30
	P056555			BLAUER 8131-1 SS SHIRT W/O PCK	\$41.54
	P056555			5.11 PDU MENS SS CLASS B SHIRT	\$130.30
	P056555			NAME TAPE 1X5 DKNV "PETERSEN"	\$17.38
	P056555			EMBROIDERY "RICHLAND PD LOGO"	\$14.66
	P056555			SHIPPING	\$13.03
BANK OF AMERICA		TXN00027268	235311	EXPEDIA -SKINNER HOTEL 16-256	\$432.81
		TXN00027295		DELTA AIR - SKINNER 16-256 FBI	\$621.20
BICKFORD, JEFF		16-267 BICKFORD	235015	16-267 ARREST & TRANSPORT	\$39.00
BRUTZMAN'S INC		79055	235162	FURNITURE-STATION #74	\$2,245.41
CITY OF RICHLAND		16-256 SKINNER	235357	16-256 FBI ACADEMY GRADUATI	\$138.00
FEDERAL EXPRESS CORP		5-445-43058	235200	SHIPPING-MAY 2016	\$21.88
JUDGE, DARRYL		16-268 JUDGE	235068	16-268 ARREST & TRANSPORT	\$39.00
SKINNER, CHRIS		16-256 SKINNER	235423	16-256 FBI ACADEMY GRADUATI	\$27.00
CJST POLICE ACTIVITY TOTAL ****					\$3,911.51
CRIMINAL JUSTICE SALES TAX Total ***					\$3,911.51
FUND 150		HOTEL/MOTEL FUND			
Division:	307	HOTEL/MOTEL TAX			
BANK OF AMERICA		TXN00027292	235311	AMAZON MKTPLACE-CRYNS-GEOCN	\$9.90
		TXN00027302		AMAZON -CHLK-LBL-GEOCN	\$30.55
		TXN00027333		KENNEWICK-R&H-GEOCN-CHLNG	\$29.30
TRI CITIES VISITOR & CONVENTION BUREAU		154668	235273	TCVCB MONTHLY DUES-MAY'16	\$16,850.53
HOTEL/MOTEL TAX TOTAL ****					\$16,920.28
HOTEL/MOTEL FUND Total ***					\$16,920.28
FUND 151		SPECIAL LODGING ASSESSMENT			
Division:	339	TOURISM PROMOTION AREA			
TRI CITIES VISITOR & CONVENTION BUREAU		MAY 2016	235273	SPECIAL LODGING ACCESS MAY'16	\$37,174.88
TOURISM PROMOTION AREA TOTAL ****					\$37,174.88
SPECIAL LODGING ASSESSMENT Total ***					\$37,174.88
FUND 154		HOME FUND			
Division:	309	HOME PROGRAM			
CASCADE TITLE COMPANY OF BENTON		16-05	235020	DPA BRASWELL\904 CEDAR AVE	\$10,000.00
CITY OF KENNEWICK		MAY 2016	235023	HOME DPA 04/01/16-05/31/16	\$85,289.65
				HOME DPA 04/01/16-05/31/16	\$646.76



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From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HOME PROGRAM TOTAL ****					\$95,936.41
HOME FUND Total ***					\$95,936.41
FUND 301	STREETS CAPITAL CONSTRUCTION				
Division:	402	ARTERIAL STREETS			
ABADAN INC		ARIN064078	234995	ENGINEERING COPIES/MINOLTA DIG	\$264.12
BOWMAN, LEO M.		042516-REIMBRS	235160	DUPORTAIL EXT-REIMBURSE ROW	\$307.50
ECONOLITE CONTROL PRODUCTS INC	S016912	128431	235190	AUTOSCOPE ENCORE MVP SENSOR, W	\$19,157.04
	S016912			AUTOSCOPE ENCORE CABLE- 100 FT	\$434.40
	S016912			CABLE KIT TAPT FIREWIRE TIP, P	\$6.52
	S016912			TERRA ACCESS POINT ECON VER#,	\$2,497.80
	S016912			TERRA INTERFACE PANEL FLT PNL#	\$933.96
TU DECIDES MEDIA INC		2016-24699	235127	SEALED BID ADS-DUPORTAIL RECON	\$600.00
WA STATE DEPT OF TRANSPORTATION	P056647	RE45JE5691L005	235130	VANTAGE HIGHWAY PATHWAY - TRAI	\$311.80
ARTERIAL STREETS TOTAL ****					\$24,513.14
STREETS CAPITAL CONSTRUCTION Total ***					\$24,513.14
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
BANK OF AMERICA		TXN00027371	235311	CITY OF RICHLAND -CSI - ZONING	\$1,385.00
		TXN00027391		CITY OF RICHLAND -CSI - BUILDI	\$1,308.19
		TXN00027403		CITY OF RICHLAND -CSI - BUILDI	\$2,000.00
LEGACY EXCAVATION LLC	P056438	324 RETAINAGE	235227	EXCAVATE UTILITY TRENCHES AT	\$1,750.00
	P056438	325 RETAINAGE		C/O #1 EXTRA EXCAVATION DEPTH	\$500.00
	P056586	357		INSTALL WATER LINE AND FROST F	\$2,490.50
PARKS & REC PROJECTS TOTAL ****					\$9,433.69
PARK PROJECT CONSTRUCTION Total ***					\$9,433.69
FUND 385	GENERAL GOVT CONSTRUCTION				
Division:	900	NON-DEPARTMENTAL			
BANK OF AMERICA		TXN00027458	235311	FEDEX 783218781370 - CITY HALL	\$25.75
HILL INTERNATIONAL INC	P056666	C81-16/0000001	235214	DESIGN-BUILD OVERSIGHT SERVICE	\$13,021.00
	P056666	C81-16/0000002		DESIGN-BUILD OVERSIGHT SERVICE	\$1,300.00
LAW OFFICES OF ROBYNNE THAXTON	P056667	153-1/453	235226	LEGAL & CONSULTANT SERVICES FO	\$3,196.20
PARKINSON PLLC					
	P056667	153-1/473		LEGAL & CONSULTANT SERVICES FO	\$270.00
	P056667	153-1/566		LEGAL & CONSULTANT SERVICES FO	\$4,800.00
NON-DEPARTMENTAL TOTAL ****					\$22,612.95
GENERAL GOVT CONSTRUCTION Total ***					\$22,612.95



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From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
ANIXTER INC	S016855	3180653-00	235148	SWITCHGEAR, S&C PMH-09,	\$28,768.14
	P056568	3221548-00	234999	TERM, JACKETED 1/0 SEALING KIT	\$5,735.38
BANK OF AMERICA		TXN00027067	235311	PETSMART/DOG BONES FOR STOCK	\$84.64
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P056542	3627-561027	235033	LAMP TRF, 69W 130V 69A21/TS	\$174.63
	P056542			LAMP HPS, 70W, MOGUL BASE,	\$233.49
	P056542			LAMP HPS, 100W, MOGUL BASE,	\$3,268.86
	P056542			LAMP HPS, 200W, MOGUL BASE,	\$432.23
	P056542			LAMP HPS, 400W, MOGUL BASE,	\$650.95
	P056542	3627-561727		LUMINAIRE HPS, 400 WATT MULTI-	\$2,818.17
	P056542			LUMINAIRE HPS, 100 WATT MULTI-	\$1,514.97
	P056542	3627-561845	235179	LUMINAIRE HPS, 070 WATT MULTI-	\$1,514.97
	P056542			PHOTOCONTROL TWIST LK 105-305V	\$2,341.42
	P056542			LUMINAIRE HPS, 200 WATT MULTI-	\$3,697.83
WESCO DISTRIBUTION INC	P056558	696039	235138	SLEEVE, SERVICE #4-250,	\$180.28
	P056558	696040		SLEEVE, SERVICE #4-250,	\$180.28
TOTAL****					\$51,596.24
Division:	501	BUSINESS SERVICES			
ARBAUGH & ASSOCIATES INC		1534	235151	ARBAUGH CONTRACT FEES-MAY'16	\$868.99
BANK OF AMERICA		TXN00027022	235311	TC RGNL CHMBR-SOC_5-25_BH	\$22.00
		TXN00027228		GOTOCITRIX.COM - GO TO MEETING	\$20.64
		TXN00027231		STAPLES - PAPER, FILE FOLDERS,	\$105.20
		TXN00027274		STAPLES - File Folders	\$38.00
		TXN00027367		ALBERTSONS #213 - Classroom Ed	\$5.00
		TXN00027419		STONE SOUP-APPR LINEMAN INT LU	\$54.76
		TXN00027431		HOP JA-LINEMAN INTRVWS	\$96.49
		TXN00027439		JIMMY JOHNS - Linemen Lunch-Ed	\$52.13
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$499.42
		16-258 HAMMOND	235026	16-258 PPC/NRU/HAMMOND/0531	\$577.92
ENTERPRISE HOLDINGS INC		06/16-45WA423	235196	16-076 WHITNEY RENTAL CAR	\$177.47
UNITED PARCEL SERVICE	S016974	000986641256	235278	GROUND PKG TO HJ ARNETT FOR PO	\$3.99
	S016974			GROUND PKG TO BUCKINGHAM FOR P	\$23.77
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$144.33
WASHINGTON CITIES INSURANCE AUTHORITY		101377	235284	NOTARY BOND-D SENGER	\$40.00
		101379		NOTARY BOND-MICHELLE GROUT	\$40.00
WATER SOLUTIONS INC		13602	235136	3 WTR MACHINES - JUNE 2016	\$30.97
XEROX CORPORATION		084848823	235293	W7855PT BASE CHG/PRINTS-MAY	\$60.33
	P056113	084848824		XEROX LEASES FOR 2016:	\$276.48
	P056113	084848825		XEROX LEASES FOR 2016:	\$330.06



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BUSINESS SERVICES TOTAL ****					\$3,467.95
Division: 502 ELECTRICAL ENGINEERING					
CABLE HUSTON BENEDICT HAAGENSEN & LLOYD LLP	P056441	369255	235164	Easement and Property Rights	\$1,344.00
RELAY APPLICATION INNOVATION INC	P055597	1682	235099	PROGRAMMING & SCHEMATIC	\$3,170.63
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$203.90
ELECTRICAL ENGINEERING TOTAL ****					\$4,718.53
Division: 503 POWER OPERATIONS					
BANK OF AMERICA		TXN00027141	235311	APLEBEE-CO F161090	\$56.87
		TXN00027160		BEAVER BARK/SOD	\$23.89
		TXN00027191		WHITEHEAD HARDWARE/RETAINER SP	\$50.61
		TXN00027229		HOME DEPOT/MARKING PAINT	\$51.48
		TXN00027254		HI-LINE/BUSHING FOR WS5 STRIPP	\$185.04
		TXN00027275		WALMART/MICROWAVE	\$68.42
		TXN00027303		HOME DEPOT/PLYWOOD	\$173.50
		TXN00027316		SMARTSIGN-SAFETY SIGNS	\$59.95
		TXN00027351		HOP JA-CO F161090	\$49.75
		TXN00027441		OFFICE DEP-PENS, NOTE PADS	\$44.09
BEAVER BARK & ROCK		735086	235006	SALMON ROCK #14	\$184.60
BENTON PUD	P056119	06/16-4419818251	235012	SAFETY TRAINING: JAN-APR, 2017	\$2,906.68
	P056121	06/16-5743127752		PRE-NOTIFICATION SERVICES FOR	\$2,127.75
BOYD'S TREE SERVICE LLC	P056239	4598	235161	TREE PRUNING SERVICE FROM	\$5,450.91
	P056239	4612		TREE PRUNING SERVICE FROM	\$7,267.88
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$2,592.35
				CITY UTILITY BILLS/MAY 2016	\$140.29
		05/2016-28	235024	#28 RHLD COMM TONS	\$138.69
		06/2016-1901		#1901 DROP BOX DISP/HAULING	\$507.75
COLUMBIA GRAIN & FEED INC		142396	235174	SHARPENED CHAINS	\$311.57
EFC EQUIPMENT LLC		5091	235192	CHAINSAW MAINT	\$38.68
FASTENAL COMPANY		WARIC57298	235199	SCREWS	\$1.47
GRAINGER	S016972	9136955458	235208	TONER CARTRIDGE ITEM #45FK61	\$194.99
	S016972	9140254831		CLAMP METER ITEM #6FXH7	\$281.00
L&M TRUCK SALES INC		53621	235224	BUCKET RENTAL 05/17-06/16/16	\$3,103.65
PARADISE BOTTLED WATER CO		05/16-POWER OPS	235240	BOTTLED WATER-MAY	\$95.50
PATRIOT DIAMOND INC	S016946	A06016	235242	COMBINATION BLADE, SUPERPRO FO	\$311.40
RICHLAND ACE HARDWARE		211368	235250	MOUSE TRAP	\$14.64
		51428		HASP SWVL	\$10.85
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$430.80
POWER OPERATIONS TOTAL ****					\$26,875.05
Division: 504 SYSTEMS DIVISION					



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00027105	235311	L&I LICENSES-A SCOTT RENEW	\$69.70
		TXN00027183		TARGET-CAR PHN CHRGRS	\$65.14
		TXN00027316		SMARTSIGN-SAFETY SIGNS	\$59.95
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$1,572.72
DSD CAPITAL LLC		1896372	235040	POL SERVICE-1032 UNIVERSITY DR	\$81.00
		1926704	235370	POL SERVICE-1032 UNIVERSITY DR	\$82.00
FASTENAL COMPANY		WARIC57141	235199	SAFETY GLASS	\$40.64
		WARIC57222		FORGE CRIMP TOOL	\$53.55
OXARC INC		R417442	235239	RENT MULTI GASES CYLINDERS	\$63.69
STONEWAY ELECTRIC SUPPLY		S101651596.001	235264	CONNECTOR	\$2.05
UTILITIES UNDERGROUND LOCATION CENTER		6050194	235279	UTILITIES LOCATE SERVICE	\$261.22
UTILIWORKS CONSULTING LLC	P056517	4692	235280	SMART GRID PROJECT PHASE 2 PER	\$5,258.00
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$297.20
SYSTEMS DIVISION TOTAL ****					\$7,906.86
Division:	505	ENERGY POLICY MGMT			
AIR TIGHT REMODELING		170-256	234996	535 MEADOWS-REBATE-WINDOWS	\$591.00
APOLLO SHEET METAL INC		260042-163263	235149	348 BROADMOOR-REBATE-HP	\$1,000.00
		260067-163504		1308 CEDAR-REBATE-HP	\$1,000.00
BANK OF AMERICA		TXN00027393	235311	WM SUPERCENTER - School Supp f	\$10.34
BENTON COUNTY AUDITOR/WEATHERWISE	P056670	101400 LIEN	235155	L JACKSON-RECORD LIEN; AC# 101	\$73.00
	P056670	171980 LIEN		J ALEFTERAS-RECORD LIEN; AC# 1	\$73.00
	P056670	30840 RELEASE		R HUBBARD-RELEASE LIEN; AC# 30	\$73.00
	P056670	33480 LIEN		R SHAW-RECORD LIEN; AC# 33480	\$73.00
	P056670	371370 LIEN		K WELSCH-RECORD LIEN; AC# 3713	\$73.00
	P056670	371370 RELEASE		K WELSCH-RELEASE LIEN; AC# 371	\$73.00
	P056670	641460 RELEASE		D FANCHER-RELEASE LIEN; AC# 64	\$73.00
	P056670	785480 LIEN		L HENDRICKS-RECORD LIEN; AC# 7	\$73.00
	P056670	820760 LIEN		P HINKSON-RECORD LIEN; AC# 820	\$73.00
	P056670	820760 RELEASE		P HINKSON-RELEASE LIEN; AC# 82	\$73.00
	P056670	882480 LIEN		R HECK-RECORD LIEN; AC# 882480	\$73.00
	P056670	890060 LIEN		D WILOUGHBY LIEN; AC# 890060	\$73.00
	P056670	912070 LIEN		D ELSBERRY-RECORD LIEN; AC# 91	\$73.00
CITY OF RICHLAND		181600	235027	1008 SHOW-REBATE-DHP	\$800.00
		291420		1610 MARSHALL-REBATE-HP	\$1,000.00
		890060		1619 LAMB-REBATE-HP/PTCS	\$1,250.00
		91560		375 WRIGHT-REBATE-HP	\$1,000.00
COLUMBIA BASIN RACQUET CLUB		09ES-11128-FY2016	235173	1776 TERMINAL DR-REBATE-LGHTNG	\$84,282.00
DAYCO HEATING & AIR		48250	235036	219 ROCKWOOD-REBATE-HP	\$1,000.00
		48275		1527 DESERT SPR-REBATE-HP	\$1,000.00
		48888		408 BASSWOOD-REBATE-HP	\$1,000.00
DELTA HEATING & COOLING INC		24078	235038	1400 SANFORD-REBATE-HP-CMMRCL	\$400.00



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DELTA HEATING & COOLING INC		24165	235367	87 RIDGECLIFF-REBATE-HP	\$1,000.00
		24201		87 RIDGWCLIFF-REBATE-PTCS	\$200.00
		24286	235038	307 BENHAM-REBATE-HP	\$1,000.00
		24296		2185 SHASTA-REBATE-HP	\$1,000.00
		24297		203 FALLEY-REBATE-HP	\$800.00
		24298		406 DOUGLASS-REBATE-DHP	\$800.00
	P056560	24299		EE LOAN: G JUDSON, 1610 MARSHA	\$7,004.70
EES CONSULTING	P055329	32279	235191	POWER RESOURCE PLANNING CONSUL	\$5,981.97
EFFICIENCY SOLUTIONS LLC	P056123	5-16	235193	COMMERCIAL ENERGY EFFICIENCY	\$4,173.00
IWI INC		83346	235064	330 SIERRA-REBATE-INSULATION	\$476.52
JACOBS & RHODES INC		36121	235065	1253 COUNTRY RIDGE-REBATE-HP	\$1,000.00
		36222	235217	1409 OXFORD-REBATE-HP	\$1,000.00
		36272	235065	938 SIRRON-REBATE-HP	\$1,000.00
M CAMPBELL & COMPANY INC		71938	235077	1201 ADAIR-REBATE-HP	\$1,000.00
PERFECTION GLASS		9939646721	235095	150 GOTHEL'S-REBATE-WINDOWS	\$79.77
		9939648999		2500 GW WAY PH 4-REBATE-WIN	\$11,878.50
PUBLIC POWER COUNCIL INC		2016-H10	235244	HEALTHLINES NEWS SUBSCRIPTION	\$273.00
RICHLAND ALLIANCE CHURCH		060616-RICHALLCHR	235104	1400 SANDFORD-REBAE-WEPT	\$600.00
TEMPLE BAPTIST CHURCH		09ES-11128-FY2016	235266	4555 ARENA-REBATE-COMM LGHTNG	\$4,911.00
TOTAL ENERGY MANAGEMENT INC		55224WWR	235120	321 SATUS-REBATE-HP	\$1,000.00
	P056611	55330LOAN		EE LOAN: D WILLOUGHBY, 1619 LA	\$12,638.87
		55348WWR		183 EDGEWOOD-REBATE-HP	\$1,000.00
TRANS UNION LLC		05602596	235270	CREDIT REPORT-KLOEHN	\$7.20
TRI CITY GLASS INC		529573	235124	1416/1418 THAYER-REBATE-WIN	\$863.64
ENERGY POLICY MGMT TOTAL ****					\$154,970.51
Division:	506	TECHNICAL SERVICES			
BANK OF AMERICA		TXN00027219	235311	JADE-VERSTEEG TRNG	\$85.00
		TXN00027316		SMARTSIGN-SAFETY SIGNS	\$59.95
		TXN00027468		OFFICE DEPOT-DAWN SOAP	\$27.14
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$1,282.72
GTP INVESTMENTS LLC	P056199	403270731	235210	BADGER MOUNTAIN LEASE FOR CITY	\$213.62
	P056199	403283688	235209	BADGER MOUNTAIN LEASE FOR CITY	\$213.62
STONEMAN ELECTRIC SUPPLY		S101503145.002	235426	QUAD HPSBAL	\$460.57
		S101643646.001	235264	24FT EXT LADDER	\$320.37
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$145.83
TECHNICAL SERVICES TOTAL ****					\$2,808.82
ELECTRIC UTILITY FUND Total ***					\$252,343.96
FUND	402	WATER UTILITY FUND			
Division:	410	WATER CAPITAL PROJECTS			



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BUILDERS HARDWARE & SUPPLY CO INC	S016672	S3446688.004 RET	235163	ACCESS CONTROL & CONDUIT WORK	\$1,257.97
	S016672			ADDITIONAL PARTS TO COMPLETE	\$161.28
FRONTIER FENCE INC	P056684	37932	235205	DUPORTAIL STREET WELL - GATE /	\$1,493.25
WATER CAPITAL PROJECTS TOTAL ****					\$2,912.50
Division: 411 WATER ADMINISTRATION					
ARBAUGH & ASSOCIATES INC		1534	235151	ARBAUGH CONTRACT FEES-MAY'16	\$558.64
WATER ADMINISTRATION TOTAL ****					\$558.64
Division: 412 WATER OPERATIONS					
ARAMARK UNIFORM SERVICES INC	S016970	05/16-934962000	235150	LINEN CHARGES FOR MAY 2016	\$59.91
BANK OF AMERICA		TXN00027053	235311	TFS FISHERSCI ECOM CHI - FILTE	\$268.00
		TXN00027088		TFS FISHERSCI ECOM CHI - SHIPP	\$23.55
		TXN00027379		INDUSTRIAL TEST SYSTEMS - TES	\$99.94
		TXN00027394		INDUSTRIAL TEST SYSTEMS - SHIP	\$17.98
		TXN00027463		ULINE - SHIPPING	\$14.25
		TXN00027470		ULINE - EYEWASH STATIONS	\$99.91
		TXN00027470		AWWA. - LEAD & COPPER WEBINAR	\$75.00
		TXN00027470		GREEN RIVER COMM - C MORRIS -	\$380.00
		TXN00027470		GREEN RIVER COMM - FATELEY TRA	\$300.00
BENTON FRANKLIN HEALTH DISTRICT		8088	235011	WATER SAMPLES	\$2,355.00
BENTON RURAL ELECTRIC ASSOCIATION		05/16-38510	235013	KENNEDY BOOSTER STATION	\$2,470.56
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$231.25
				CITY UTILITY BILLS/MAY 2016	\$60,571.57
CORRECT EQUIPMENT INC	S016921	33206	235181	FREIGHT ESTIMATE- TO BE ADUSTE	\$292.00
	S016921			CHLORINATION TABLETS, 55LB PAI	\$5,755.20
ENERGY NORTHWEST		ENV02808	235195	WATER SAMPLES	\$387.00
		ENV02815		WATER SAMPLES	\$42.00
GRAINGER	S016972	9140131500	235208	PUMP, MAGNETIC DRIVE ITEM #2P0	\$263.31
GTP INVESTMENTS LLC	P056199	403270731	235210	BADGER MOUNTAIN LEASE FOR CITY	\$179.44
	P056199	403283688	235209	BADGER MOUNTAIN LEASE FOR CITY	\$179.44
OXARC INC		11092PP	235092	SODIUM HYPOCHLORITE	\$370.91
SPECTER INSTRUMENTS	P056663	1603043535	235108	Annual Rnwl of SW Mntnc & Supp	\$247.50
UNITED PARCEL SERVICE	S016974	000986641256	235278	NDA PKG TO LAB/COR INC FOR WAT	\$24.82
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$133.54
XEROX CORPORATION		084848841	235293	W7225PT BASE CHRGP/PRINTS-MAY	\$131.21
WATER OPERATIONS TOTAL ****					\$74,973.29
Division: 413 WATER MAINTENANCE					
AT&T WIRELESS		05/16-28724328888	235152	287243288881 04/27-05/26/16	\$57.65
BADGER METER INC	S016877	1099279	235004	HEAD ASSEMBLY ONLY, 3" RCDL TU	\$900.58
	S016877			TAX ADJUSTMENT	(\$0.01)
BANK OF AMERICA		TXN00027018	235311	PAYPAL - TABLET CAR CHARGER -	\$21.79



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00027052	235311	HOME DEPOT - CAULK - WTP	\$18.15
		TXN00027091		OFFICE DEPOT - OFFICE SUPPLIE	\$53.68
		TXN00027093		OFFICE DEPOT - BINDERS	\$16.88
		TXN00027199		HOME DEPOT - WOOD	\$25.12
		TXN00027238		HOME DEPOT - MICRO DRYING	\$9.64
		TXN00027304		PAYPAL - TRAINING - CRATER	\$95.00
		TXN00027308		C & M LANDSCAPING - LANDSCAPIN	\$25.96
		TXN00027358		HOME DEPOT - VEG KILLER - WTP	\$146.70
		TXN00027404		HOME DEPOT - PLYWOOD	\$26.23
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$4.08
				CITY UTILITY BILLS/MAY 2016	\$809.31
				CITY UTILITY BILLS/MAY 2016	\$901.37
				CITY UTILITY BILLS/MAY 2016	\$30,787.94
				CITY UTILITY BILLS/MAY 2016	\$1,856.86
				CITY UTILITY BILLS/MAY 2016	\$69.34
				CITY UTILITY BILLS/MAY 2016	\$303.07
				CITY UTILITY BILLS/MAY 2016	\$395.50
		05/2016-26	235024	#26 LANDFILL FEES	\$515.57
		052316	235358	REIMBURSE WDM3 APP & EXAM F	\$98.00
CLARK, SHON GRAINGER	S016972	9134382176	235208	STD CAP PLEATED FILTER ITEM #2	\$90.44
	S016972	9138858148		PLEATED CARTRIDGE ITEM #4PAY2	\$170.72
	S016972	9138891388		THERMALLY CARTRIDGE ITEM #1ECZ	\$77.11
HD FOWLER COMPANY INC		I4219313	235056	1 1/4" ADAPTERS	\$79.43
		I4222635		3/4"&1" METER GASKETS	\$347.52
		I4223440	235211	UNDERGROUND ELECTRIC METER BOX	\$31.24
HD SUPPLY WATERWORKS LTD	S016948	F610757	235212	METER BOX TOP, 37 HEAVY CONCRE	\$151.06
KELLEY'S TELE-COMMUNICATIONS INC		276306012016	235071	ANSWERING SRVC CHARGES JUNE	\$46.30
MOTION INDUSTRIES INC		WA05-356747	235087	O-RINGS FOR HYDRANT	\$23.86
OXARC INC		R417439	235239	CYLINDER RENTAL-MAY	\$73.41
RICHLAND ACE HARDWARE		51442	235102	COUPLERS	\$15.73
		51504	235250	PRIMER	\$19.54
		51510		PVC PIPE/COUPLER/ELBOW	\$30.89
		51536		TUBE POLY	\$11.40
UTILITIES UNDERGROUND LOCATION CENTER		6050194	235279	UTILITIES LOCATE SERVICE	\$43.54
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$176.21
XEROX CORPORATION		084848823	235293	W7855PT BASE CHG/PRINTS-MAY	\$14.14

WATER MAINTENANCE TOTAL **** \$38,540.95

WATER UTILITY FUND Total *** \$116,985.38

FUND 403 WASTEWATER UTILITY FUND

Division: 420 SEWER ADMINISTRATION



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WILDLANDS INC	P055619	C141-15/PYMNT 1&2	235142	AMON BASIN REVEGETATION PROJEC	\$83,655.01
SEWER ADMINISTRATION TOTAL****					\$83,655.01
Division:	422	SEWER OPERATIONS			
BANK OF AMERICA		TXN00026980	235311	ACHIEVE TRAINING CTR - Mgmt tr	\$9.95
		TXN00026989		INTERNATIONAL TRANSACTION - Mg	\$0.08
		TXN00027019		OWPSACSTATE - Course work for	\$109.00
		TXN00027066		CH2O, INC. - Boiler conditione	\$1,552.29
		TXN00027126		DELL-USB Soundbar	\$28.50
		TXN00027133		DELL-LCD Monitors	\$179.83
		TXN00027177		REOTEMP INSTRUMENT CORP - Digi	\$535.00
		TXN00027206		STAPLES - Copier paper, spiral	\$92.67
		TXN00027276		PAYPAL EVERGREENRU - CEUs Hal	\$190.00
		TXN00027282		USA BLUE BOOK - Chemicals for	\$568.98
		TXN00027311		KENNEWICK RANCH & HOME - Glove	\$96.53
		TXN00027326		USA BLUE BOOK - Phosphate buff	\$70.46
		TXN00027337		TFS FISHERSCI ECOM HUS - Petri	\$500.10
		TXN00027411		THE HOME DEPOT #4746 - Door sw	\$23.87
		TXN00027425		SPUDNUT SHOP - Donuts&maplebar	\$16.94
		TXN00027455		USA BLUE BOOK - Ferric Chlorid	\$39.53
CENTRAL HOSE & FITTINGS INC		435226	235021	POLY SKID HOSES-WWTF SOLIDS B.	\$148.63
		435332		CAM LOCK ADAPTER-2ND CLARIFIER	\$4.97
CITY OF RICHLAND		04/2016-25	235170	#25 LANDFILL FEES	\$2,715.81
		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$22,485.17
COMPLETE PEST PREVENTION INC		30696	235032	WWTF-RODENT/INSECT TREATMENT	\$130.32
DSD CAPITAL LLC		1926699	235188	POL SERVICE-WWTP-MAY'16	\$81.00
GRAINGER	S016972	9076465625CR	235208	CREDIT FOR DOUBLE PAYMENT ON	(\$609.25)
GTP INVESTMENTS LLC	P056199	403270731	235210	BADGER MOUNTAIN LEASE FOR CITY	\$179.43
	P056199	403283688	235209	BADGER MOUNTAIN LEASE FOR CITY	\$179.43
JT AUTOMOTIVE PARTS INC DBA		361615	235219	D EARTH FLOOR DRY	\$52.45
MIDWEST LABORATORIES INC	P056551	806711	235232	CITY OF RICHLAND LANDFILL COMP	\$335.00
	P056551			SHIPPING	\$50.00
	P056551			SHIPPING FOR ITEMS ORDERED 05/	\$12.00
MOON SECURITY SERVICES INC		826596	235236	WASTERWATER FIRE MONITORING	\$33.15
MORENO, HECTOR		060816	235407	REIMBURSE WWTP OIT REG FEE/	\$98.00
NWECO INC DBA		667621	235090	MURIATIC ACID FOR GEN MAINT.	\$230.05
OXARC INC		R417438	235239	WWTF - CYLINDER RENTAL	\$12.78
PARADISE BOTTLED WATER CO		05/16-WASTEWATER	235240	BOTTLED WATER-MAY	\$583.00
POLYDYNE INC	P056617	1051667	235243	EMULSION POLYMER, CLARIFLOC C6	\$2,530.00
RICHLAND ACE HARDWARE		51365	235102	DIFFUSER CLEANER	\$6.51
		51440		LIMEAWAY FOR DIFFUSER STRIPS	\$21.69
SPECTER INSTRUMENTS	P056663	1603043535	235108	Annual Rnwl of SW Mntnc & Supp	\$247.50



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TACOMA SCREW PRODUCTS INC		22146146	235114	CENTER PULL RAGS/BOLTS/SCREWS	\$24.92
				CENTER PULL RAGS/BOLTS/SCREWS	\$6.80
		22146290		CENTER PULL RAGS-OPS BUILDING	\$74.76
UNITED PARCEL SERVICE	S016974	000986641256	235278	NDA PKG TO ALS FOR WWTP OPS	\$124.98
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$153.48
WATER ENVIRONMENT FEDERATION		01660774	235135	MMBRSHIP RNWL-BYKONEN 2016-17	\$116.00
XEROX CORPORATION		084848795	235293	W7845 BASE CHRGR/PRINTS-MAY	\$270.44
SEWER OPERATIONS TOTAL ****					\$34,312.75
Division:	423	SEWER MAINTENANCE			
AT&T WIRELESS		05/16-28724328888	235152	287243288881 04/27-05/26/16	\$42.80
BANK OF AMERICA		TXN00027024	235311	TACOMA SCREW PRODUCTS PA - Fi	\$94.05
		TXN00027039		ACE HDWE - Fastset concrete mi	\$195.26
		TXN00027065		THE HOME DEPOT #4746 - Elastom	\$179.84
		TXN00027289		PASCO RANCH & HOME - 55 gal. p	\$114.00
		TXN00027293		HERTZ EQUIPMENT - Liquid propa	\$41.59
		TXN00027360		THE HOME DEPOT #4746 - Diffuse	\$271.09
		TXN00027450		WW GRAINGER - Linemaster foot	\$329.55
BI STATE OCCUPATIONAL SAFETY & HEALTH		2682-B	235014	DOT PRE EMP PHYSICALS	\$25.00
CH2O INC		244609	235168	BOILER TESTING-MAY'16 BW LABOR	\$64.49
EMPIRE RUBBER & SUPPLY CO		268004	235044	WWTF-RNFORCED RBBR-INFLUE RAKE	\$39.75
INFOR PUBLIC SECTOR INC	P056591	P-3651-US06A	235215	Hansen Annual Mntnc Renewal	\$2,417.56
IRRIGATION SPECIALISTS INC		1181487-01	235063	WWTF-HUNTER/LATCHING SOLENOID	\$379.38
KAMAN INDUSTRIAL TECHNOLOGIES		1510698	235070	SEALS/BEARINGS-INFLUENT SHAFT	\$1,072.96
KELLEY'S TELE-COMMUNICATIONS INC		276306012016	235071	ANSWERING SRVC CHARGES JUNE	\$46.30
MOON SECURITY SERVICES INC		826596	235236	WASTERWATER FIRE MONITORING	\$33.15
NORCO INC		18499315	235088	WWTF-VENTIS PUMP WATER BARRIER	\$37.10
		18600779		WWTF-TUBING/FILTER/WATER STOP	\$159.64
RICHLAND ACE HARDWARE		51524	235250	GLASS CLEANER/SPRAY BOTTLES	\$16.11
STONEWAY ELECTRIC SUPPLY		S101638758.001	235111	WWTF-SHARK LED-CHLORINE BLDG.	\$192.77
		S101648565.001	235264	HUBS W/GRND FOR SHARK LEDS	\$87.68
		S101648565.002		SHARK LED LIGHTS-CHLORINE BLDG	\$525.35
TACOMA SCREW PRODUCTS INC		22146146	235114	CENTER PULL RAGS/BOLTS/SCREWS	\$108.80
		22146291		MALLET/CABLE CUTTER/KNIFE	\$68.01
		22147115	235265	METRIC CAP SCREW/HEX BIT	\$36.31
		22147237		CENTER PULL RAGS/BRISTLE DISC	\$35.58
TWIN CITY METALS INC		94065	235276	RAKE HANDLE VEH 3255	\$28.24
UTILITIES UNDERGROUND LOCATION CENTER		6050194	235279	UTILITIES LOCATE SERVICE	\$43.54
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$147.03
SEWER MAINTENANCE TOTAL ****					\$6,832.93
WASTEWATER UTILITY FUND Total ***					\$124,800.69



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 404		SOLID WASTE UTILITY FUND			
Division:	430	CAPITAL PROJECTS			
BEAVER BARK & ROCK		757811	235154	CONCRETE	\$125.95
		758583		CONCRETE	\$162.88
HD FOWLER COMPANY INC		C387490	235056	CREDIT- VALVE RETURNED	(\$1,381.44)
		I4218069		TAPPING SLEEVE	\$639.57
		I4220698		BOLT/VALVE/GASKET/ACCESSORIES	\$1,612.55
		I4220736		ADAPTOR/CURB STOP	\$1,609.99
		I4225240	235211	LANDFILL-GSKT/NUT/ADPTR/REDCR	\$902.78
CAPITAL PROJECTS TOTAL ****					\$3,672.28
Division:	432	SOLID WASTE COLLECTION			
BANK OF AMERICA		TXN00027037	235311	RECYCLE STICKERS.COM - CONTAIN	\$651.59
		TXN00027305		MIRAGE - ADVANCE DEPOSIT -HOTE	\$128.80
		TXN00027318		MIRAGE - ADVANCE DEPOSIT - HOT	\$128.80
BROWN, KEVIN		16-175 BROWN	235349	16-175 WASTECON CONFERENCE	\$8.02
CHIDESTER, MARK		16-174 CHIDESTER	235355	16-174 WASTECON CONFERENCE	\$108.54
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$208.01
		16-174 CHIDESTER	235357	16-174 WASTECON CONFERENCE	\$734.42
		16-175 BROWN		16-175 WASTECON CONFERENCE	\$734.42
CLAYTON WARD COMPANY		9194001	235359	2016 DROP BOX RECYCLING SERVIC	\$7,000.00
		920920		CURBSIDE RECYCLING-MARCH	\$7,432.34
		933606		2016 DROP BOX RECYCLING SERVIC	\$7,000.00
		933625		CURBSIDE RECYCLING-MAY	\$8,134.93
GTP INVESTMENTS LLC	P056199	403270731	235210	BADGER MOUNTAIN LEASE FOR CITY	\$106.81
	P056199	403283688	235209	BADGER MOUNTAIN LEASE FOR CITY	\$106.81
RICHLAND ACE HARDWARE		211414	235250	BIT SECURITY T25 TORX	\$9.72
ROUTEWARE INC	P056044	97455	235254	CAMERA SYSTEM FEE FOR 1 UNIT @	\$16.29
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$679.69
SOLID WASTE COLLECTION TOTAL ****					\$33,189.19
Division:	433	SOLID WASTE DISPOSAL			
ARAMARK UNIFORM SERVICES INC	S016970	05/16-934962000	235150	LINEN CHARGES FOR MAY 2016	\$200.12
BANK OF AMERICA		TXN00027002	235311	Amazon.com -2 GAL,OIL CONTAIN	\$76.02
		TXN00027027		AMAZON MKTPLACE PMTS-AED BATTE	\$35.82
		TXN00027032		AMAZON MKTPLACE PMTS-AED PADS	\$111.00
		TXN00027253		OFFICE DEPOT #2766 -PRINTER,TO	\$106.78
		TXN00027309		MIRAGE - ADVANCE DEPOSIT -HOTE	\$106.40
		TXN00027434		LANDTEC NORTH AMERICA IN -FIRM	\$1,340.00
		TXN00027460		STAPLES - register tape,mouse,	\$144.43
		TXN00027461		PUGET SOUND PIPE AND SUPP-1 1/	\$730.70
BENTON COUNTY SHERIFF'S OFFICE		04/16-WORKCREW	235009	WORKCREW II-APRIL 2016	\$1,327.50



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$1,410.18
COMPLETE PEST PREVENTION INC		30674	235177	PEST CONTROL SRVCS-MAY	\$97.74
DSD CAPITAL LLC		1896364	235188	POL SERVICE-WWTP-APR'16	\$81.00
		1926697		POL SERVICE-WWTP-MAY'16	\$82.00
GRAINGER	S016972	9127127836	235208	COMPLETE AIR FILTER ITEM #4509	\$159.04
MITCHELL, FRANK		MAY 2016	235406	MITCHELL-MILEAGE MAY 2016	\$15.12
PARADISE BOTTLED WATER CO		05/16-LANDFILL	235240	BOTTLED WATER-MAY	\$94.97
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$52.34
XEROX CORPORATION		084848796	235293	W7225PT BASE CHR/G/PRINTS-MAY	\$214.98

SOLID WASTE DISPOSAL TOTAL **** \$6,386.14

SOLID WASTE UTILITY FUND Total *** \$43,247.61

FUND 405 STORMWATER UTILITY FUND

Division: 441 STORMWATER

AMBRO INC DBA		250-110581-01	235146	WWTP-POLE CAMERA BATTERIES	\$278.01
AMERICAN ROCK PRODUCTS INC	P056673	273654	235147	5/8" MINUS TOP COURSE 6, INVOI	\$38.95
	P056673			5/8" MINUS TOP COURSE 6, INVOI	\$116.41
	P056673			5/8" MINUS TOP COURSE 6, INVOI	\$42.01
	P056673	273848		5/8" MINUS TOP COURSE 6, INVOI	\$132.93
BANK OF AMERICA		TXN00027077	235311	EXXONMOBIL 46917134 - Water	\$5.97
		TXN00027086		ROUND TABLE PIZZA - Lunch ees	\$37.31
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$291.58
GOLDSTREET DESIGN AGENCY INC	P056413	00002777	235207	SALES TAX @ 8.6%	\$159.62
	P056413			STORMWATER RESTAURANT BROCHURE	\$1,036.00
	P056413			RESIDENTIAL STORMWATER BROCHUR	\$820.00
	P056413			SHIPPING AND HANDLING	\$70.00
HD FOWLER COMPANY INC		14219715	235056	WWTF-GREENVIEW PROJ-SEWER PIPE	\$623.84
HERTZ EQUIPMENT RENTAL CORP		28652769-001	235058	WWTF-GREENVIEW PROJ-SAW/BLADE	\$86.88
INFOR PUBLIC SECTOR INC	P056591	P-3651-US06A	235215	Hansen Annual Mntnc Renewal	\$2,417.54
STONEMAN ELECTRIC SUPPLY		S101622221.002	235264	REJECT KIT-BERKSHIRE PS U/G	\$19.20
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$26.07

STORMWATER TOTAL **** \$6,202.32

STORMWATER UTILITY FUND Total *** \$6,202.32

FUND 407 MEDICAL SERVICES FUND

Division: 121 AMBULANCE

BANK OF AMERICA		TXN00026992	235311	AMAZON - DISHWASHER PACS	\$18.49
		TXN00027020		AMAZON - BODY WASH	\$12.93
		TXN00027119		AMAZON - TOILET CLEANER	\$34.22
		TXN00027162		CHARTER - APR/MAY STA INTERNET	\$135.74



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00027222	235311	AMERICAN HCFA - HCFA FORMS	\$67.19
		TXN00027307		AMAZON - BTHRM CLNR / HND SOAP	\$68.40
		TXN00027315		AMAZON - SHOWER CADDY	\$34.60
		TXN00027317		AMAZON - BODY WASH	\$50.69
		TXN00027324		AMAZON - TOILET CLEANER	\$9.43
		TXN00027327		AMAZON - FLOOR CLNR	\$42.66
		TXN00027335		AMAZON - SCRUB SPONGE	\$13.72
		TXN00027350		AMAZON - BODY WASH	\$36.52
		TXN00027364		AMAZON - DISHWASHER PACS	\$23.49
BOUND TREE MEDICAL LLC		82109650	235158	OB KIT/SHEARS/KING LT BLADES	\$254.38
		82109651		HEAD STRAP/ENDOTRACHEAL TUBE	\$91.05
		82111101		IV SET/SHARPS CONTAINER	\$279.57
		82111102		BLOOD PRESSURE UNIT	\$24.75
		82112460		OS BITRAC MASK STRAP/ADULT	\$234.58
		82119322		SHARPS CONTAINER RED 8.2 QT	\$10.64
		82119323		KETAMINE/MIDAZOLAM	\$212.55
		82119324		LIDOCAINE 50ML BAG	\$108.90
		82119325		FENTANYL	\$146.97
		82119326		GERMICIDAL WIPES/SANI-HANDS	\$35.36
		82120512		SALINE/BAG VALVE MASK/ CATH IV	\$510.99
		82121941		STETHOSCOPE	\$64.06
		82121942		ELECTRODES/IV SET/GLOVES	\$1,232.74
		82127531		SALINE/MASIMO SENSORS	\$250.66
		82128902		SALINE/GAUZE/STERILE PADS	\$11.21
		82128903		BIOHZD BG/SALINE/IV SAFETY CAT	\$398.74
		82131673		GLOVES/SUCTION CATHETER	\$59.76
		82131674		NITRILE GLOVES LARGE	\$112.83
		82132960		GERMICIDAL WIPES LARGE	\$36.88
		82134450		MEGAMOVER/IV SET/BVM	\$1,081.79
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$610.26
OXARC INC		067455PP	235092	MEDICAL OXYGEN	\$48.27
		06838PP		CYLINDER WRENCHES	\$30.93
		07473PP		MEDICAL OXYGEN	\$80.93
		08210PP		MEDICAL OXYGEN	\$61.01
		08993PP		MEDICAL OXYGEN	\$37.72
		09712PP		MEDICAL OXYGEN	\$61.01
		R411377		CYLINDER RENTAL-MAY	\$16.83
SEA WESTERN INC	P056610	191872	235257	ESTIMATED SHIPPING	\$13.58
	P056610			HAIX AIRPOWER XR1, 8" LEATHER	\$282.36
UPTOWN CLEANERS		73662	235128	LINEN/UNIFORM LAUNDRY SRVCS	\$360.48
		73737		LINEN/UNIFORM LAUNDRY SRVCS	\$291.95



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UPTOWN CLEANERS		73831	235128	LINEN/UNIFORM LAUNDRY SRVCS	\$277.40
		73888		LINEN/UNIFORM LAUNDRY SRVCS	\$349.13
VERIZON WIRELESS	P056585	9760737547	235283	Cell phone charges 2/20-3/19	\$50.28
	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$520.15
	P056698			VERIZON WIRELESS CHARGES FOR M	\$35.10
AMBULANCE TOTAL ****					\$8,833.88
MEDICAL SERVICES FUND Total ***					\$8,833.88
FUND 408	BROADBAND FUND				
Division:	460	BROADBAND ADMINISTRATION			
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$128.12
PARAMOUNT COMMUNICATIONS INC	P056363	31483 RETAINAGE	235241	C/O #1- INSTALLATION OF 6 STRA	\$561.00
	P056363			REROUTE AND SPLICE FIBER AT RS	\$1,961.50
BROADBAND ADMINISTRATION TOTAL ****					\$2,650.62
BROADBAND FUND Total ***					\$2,650.62
FUND 501	CENTRAL STORES FUND				
Division:	000				
BANK OF AMERICA		TXN00027092	235311	HOME DEPOT/FAST SET CONCRETE	\$255.75
CDW GOVERNMENT INC	P056593	DFJ8917	235167	SURGE PROTECTOR, 8+RJ11 OUTLET	\$249.52
	P056593	DFW0895		SURGE PROTECTOR, 8+RJ11 OUTLET	\$62.38
FASTENAL COMPANY	P056401	S4601480.001	235047	CLEAR SAFETY GLASSES, NEMESIS	\$284.75
	P056401			DARK SAFETY GLASSES, NEMESIS	\$650.30
	P056401	S4601480.002		I/O SAFETY GLASSES, NEMESIS	\$224.15
HORIZON DISTRIBUTION INC	P056594	927058	235060	JUG THERMAL, 1 GALLON, BAIL	\$219.46
	P056594			COOLER, 12 PACK ICE CHEST,	\$258.52
NORCO INC	P056563	18562487	235088	PAINT,MARKING,REGULAR WHITE	\$353.17
	P056563			PAINT STICK 32",WHEEL, MARKING	\$108.17
	P056563			PAINT,MARKING,FLUORESCNT GREEN	\$192.87
	P056563			PAINT,MARKING,FLUORESCENT BLUE	\$385.75
	P056563			PAINT,MARKING,REGULAR RED	\$1,059.50
	P056584	18631010	235237	SQWINCHER, FASTPACK,FRUITPUNCH	\$293.69
	P056584			SQWINCHER, FASTPACK, GRAPE	\$411.16
	P056584			SQWINCHER, FASTPACK, LEMONADE	\$293.69
RDO EQUIPMENT CO	P056599	P16194	235098	BLADE, EDGER,JOHN DEERE M92907	\$1,559.50
REXEL INC DBA	P056592	J496940	235101	LAMP, FLR 86W, 96" DC T8	\$611.90
WEST COAST PAPER COMPANY	S016956	9589408	235139	PAPER, 67# COVER, WHITE,	\$304.08
	S016956	9591690		PAPER BOND, 20#,8.5 X 11, DNR	\$298.65
	P056583	9596084	235288	TAX ADJUSTMENT	(\$0.01)
	P056583			TOWEL, ROLL, REINFORCED, WHITE	\$1,929.78



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WEST COAST PAPER COMPANY	P056583	9596084	235288	WIPES, 1/4 FOLD, POLY WRAPPED	\$2,189.38
	P056583	9597107		TOWEL, ROLL, REINFORCED, WHITE	\$1,286.52
UNASSIGNED TOTAL ****					\$13,482.63
Division: 903	CENTRAL STORES				
XEROX CORPORATION		084911449	235293	D95 PRINT SHOP BASE CH-MAY	\$353.81
		084911450		C75 PRINT SHOP BASE CH-MAY	\$1,445.32
CENTRAL STORES TOTAL ****					\$1,799.13
CENTRAL STORES FUND Total ***					\$15,281.76
FUND 502	EQUIPMENT MAINTENANCE FUND				
Division: 214	EQUIPMENT MAINTENANCE				
1ST PRIORITY DETAIL		1965	234993	REM BUILDUP VEH 3243 WO 43011	\$244.35
		1966		REM BUILDUP VEH 3275 WO 43012	\$244.35
ARAMARK UNIFORM SERVICES INC	S016970	05/16-934962000	235150	LINEN CHARGES FOR MAY 2016	\$230.25
B AND B TRAILERS LLC		1414	235002	SWIVEL JACK VEH 4155 WO 42986	\$80.36
BANK OF AMERICA		TXN00027006	235311	EVT CERTIFICATION - Dale Mulfo	\$100.00
		TXN00027058		NEWEGG/OTTERBOX CASE	\$166.50
		TXN00027095		STAPLES - Office Supplies	\$86.00
		TXN00027096		VINTAGEGOLF - VEH#0071 Nordsko	\$58.70
		TXN00027178		ROCK-IT RADIO - VEH2453 Keyfob	\$135.75
		TXN00027208		WA DOL59907 SERVICEFEE - VEH#4	\$12.00
		TXN00027224		WA DOL LIC & REG 59907 - VEH#4	\$397.65
		TXN00027273		DIGIKEY - VEH#5029 Connectors	\$387.77
		TXN00027321		MOUSER ELECTRONICS - Relay	\$50.78
		TXN00027357		AMAZON - VEH2372 LT Bar	\$58.47
		TXN00027372		DV DISTRIBUTING - VEH5033 CHAR	\$377.48
		TXN00027380		HOME DEPOT - VEH4111 TRLR BOAR	\$78.19
		TXN00027416		HOUSE OF PAINT - VEH5041 AC HO	\$60.26
BRAUN NORTHWEST INC		19417	235016	BUMPER VEH 5045 WO 43016	\$452.64
CASCADE FIRE EQUIPMENT CORP DBA		118073	235018	TRANSDUCER VEH 5039 WO 42844	\$605.27
CENTRAL HOSE & FITTINGS INC		435736	235021	HDRLC HOSE VEH 3247 WO 42993	\$123.36
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$3,103.05
CLUSTER FIX LLC		573409	235171	CLSTR RPR VEH 3151 WO 43005	\$352.95
		573410		BENCH TEST VEH 3320 WO 42818	\$248.69
COLEMAN OIL COMPANY		0412500-IN	235029	LANDFILL DIESEL DYED	\$2,206.74
		CL96596		CARD LOCK FUEL 06/01-06/04/16	\$7,632.86
		CL97195	235172	CARD LOCK FUEL 06/06-06/10/16	\$15,375.74
COMMERCIAL TIRE INC		222694	235031	TIRE VEH 3304 WO 42443-CREDIT	(\$131.44)
		224491		BUDD MT/DMT VEH 33285 WO 42976	\$1,209.54
		224624	235176	TR TIRE/DISP VEH 3284 WO 43071	\$382.09



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COMMERCIAL TIRE INC		224625	235176	TR TIRE/DISP VEH 3310 WO 43070	\$382.09
		224626	235031	WST TR TAX VEH 3311 WO 43076	\$1.00
		224627		STORAGE TIRE VEH 3244 WO 43060	\$382.09
		224630	235176	TIRES MT/DMT VEH 4117 WO 43068	\$818.56
		224631	235031	FLAT RPR VEH 3296 WO 43063	\$45.07
		224632	235176	FLAT RPR VEH 3315 WO 43061	\$45.07
		224633		BUDD MT/DMT VEH 3308 WO 43069	\$54.30
		224708		FLAT RPR VEH 3315 WO 43061	\$629.70
		224717		PAS TIRE CHG VEH 6595 WO 43072	\$225.85
		224721		TIRES MT/DMT VEH 3285 WO 43067	\$1,954.68
		225043		RECAP REJECT VEH 3285 WO 43087	\$22.50
		225052		FLAT REPAIR VEH 3335 WO 43091	\$36.92
		225053		FLAT REPAIR VEH 3309 WO 43090	\$45.07
		225101		TIRES/MNT/DM VEH 3244 WO 43060	\$1,910.28
CONNELL OIL INC	0148580-IN		235178	LUBE PRODUCTS	\$1,226.85
CORWIN OF PASCO LLC		380929	235182	ORDMOULDING VEH 2452 WO 42856	\$471.92
		381835	235034	SHIELD VEH 2420 WO 42882	\$73.12
		381872		TNK/CAP ASSY VEH 5041 WO 42926	\$109.46
		381878		CLAMP VEH 5041 WO 42926	\$55.30
		381942		TANK ASSY VEH 5041 WO 42926	\$112.13
		382268	235182	MUFLAP KIT VEH 2459 WO 42999	\$47.50
		382299		BRK LINING VEH 2412 WO 43008	\$54.27
		382326		BRK CALIPER VEH 2412 WO 43008	\$13.66
		382341		FLTR/CAP VEH 3265 WO 43020	\$47.79
		382416		WHEEL COVER VEH 2449 WO 43062	\$267.34
		382569		MUD GUARD VEH 2459 WO 43153	\$47.50
	CM381872		235034	TANK ASSY CREDIT	(\$99.51)
	CM383067		235182	HOSE RETURN VEH 3329	(\$157.36)
DAY MANAGEMENT CORPORATION DBA	411840		235035	WNDW TINT VEH 2443 WO 42982	\$162.90
FAST SIGNS	139-53359		235198	VEH NUMBERS VEH 2453 WO 43102	\$92.74
FASTENAL COMPANY	S4603211.001		235047	SHOP SUPPLIES/BLACK GLOVES	\$251.50
	WARIC57348		235046	SHOP SUPPLIES-LAUNDRY DET	\$73.54
FINAL TOUCH UPHOLSTERY		28127	235049	SEAT REPAIR VEH 3289 WO 42373	\$619.02
		28145		SEAT REPAIR VEH 3255 WO 42368	\$705.90
		28168		SEAT REPAIR VEH 3235 WO 42449	\$309.51
		28218		SEAT REPAIR VEH 1103 WO 42632	\$125.44
		28234		TARP REPAIR VEH 3292 WO 42383	\$167.25
		28843		COVER/BDSLIDE VEH 2465 WO 4288	\$2,296.35
		28860		SEAT REPAIR VEH 2420 WO 42882	\$244.35
		28877		TUBE STEP VEH 2459	\$257.66
		28917		SEAT REPAIR VEH 3319 WO 42991	\$401.82



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VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GENUINE AUTO GLASS OF TRI CITIES LLC		614148	235053	REINSTALL WS VEH 7144 WO 43016	\$260.64
HD INDUSTRIES INC		24164	235057	WND/VLV ASSY VEH 3247 WO 42993	\$210.99
HOTSY OF SPOKANE		21904	235061	475 GAL CARBON-ATE PLUS SOAP	\$2,372.91
JIM'S PACIFIC GARAGES INC		X1000033108	235066	TAIL LIGHT VEH 3142 WO 43038	\$68.96
		X100033247	235218	REGULATOR VEH 3247-CREDIT RET	(\$39.80)
		X100033387		LAMP-MARKER VEH 3142 WO 43038	\$15.93
		X100033391		LAMP-MARKER VEH 3142-CRD RTRN	(\$15.93)
		X100033393		LAMP-MARKERS VEH 3142 WO 43038	\$58.45
		X100033468		JOIN/STEER VEH 3286 WO 43041	\$15.83
JT AUTOMOTIVE PARTS INC DBA		361060	235219	FITT VEH 2449 WO 43062	\$5.45
		361165		DEF VEH 3333 WO 42832	\$119.34
		361166		DEF VEH 3335 WO 42833	\$97.64
		361176		BRK CLN VEH 3310 WO 42990	\$12.67
		361177		REG VEH 3264 WO 43039	\$102.38
		361203		CIRCUIT VEH 2455 WO 42827	\$17.53
		361205		LOOM VEH 5044 WO 43058	\$27.15
		361392		MISC PTS VEH 3218 WO 43078	\$77.53
		361393		FILTER VEH 6544 WO 42154	\$81.68
		361486		DEF VEH 3318 WO 43089	\$21.70
		361499		COOLANT VEH 6576 WO 43188	\$22.78
		361511		FLR DRY VEH 3284 WO 43088	\$69.94
		361557		CIR BRKR VEH 3218 WO 43078	\$137.70
		361600		ELE PTS VEH SHOP WO SUPPLI	\$91.18
		361610		BULB VEH 3332 WO 43080	\$35.48
		361667		SPRAY VEH 7138 WO 42970	\$121.72
		361698		DEF VEH 3335 WO 43091	\$108.49
		361699		DEF VEH 3333 WO 43169	\$108.49
		361700		DEF VEH 3325 WO 43110	\$21.70
		361701		DEF VEH 3329 WO 43109	\$21.70
		361702		DEF VEH 7146 WO 42713	\$21.70
		361703		DEF VEH 3321 WO 43108	\$21.70
		361723		BRK CLN VEH 3286 WO 43041	\$18.06
		361736		MIS SUPP VEH SHOP WO SUPPL	\$67.41
		361742		FILTER VEH 6580 WO 43117	\$46.13
		361766		ORFICE VEH 5040 WO 43103	\$48.27
		361777		LIGHT VEH 3219 WO 43111	\$55.98
		361794		AIR GUN VEH 5040 WO 43103	\$19.54
		361819		ORFICE VEH 5040 WO 43103	\$1.68
		361861		BULB VEH 1201 WO 43140	\$29.08
		361953		TAPE VEH 3266 WO 43112	\$1.78
		361974		PLUG VEH CREDIT WO	(\$12.48)



City Of Richland

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From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		362011	235219	HYD FIL VEH 7107 WO 42113	\$5.57
		362046		FILTER VEH 6580 WO 43117	\$12.21
		362047		PLUG VEH 4134 WO 43158	\$2.70
		362060		BATT VEH 4134 WO 43158	\$22.03
		362076		CONN VEH 4136 WO 43157	\$11.39
		362077		SWITCH VEH 3280 WO 43080	\$43.43
		362148		FILTER VEH 2408 WO 43179	\$29.21
		362161		SUPP VEH 3211 WO 43209	\$91.20
		362163		FILTER VEH 3213 WO 43048	\$98.90
		362279		GROMM VEH SHOP WO SUPPLIES	\$143.28
		362284		TERM VEH SHOP WO SUPPLIES	\$3.31
		362291		FILTER VEH 6522 WO 43135	\$13.35
		362309		TERM VEH SHOP WO SUPPLIES	\$7.33
		362322		BRK CLN VEH 3285 WO 43187	\$33.80
		362323		BRK CLN VEH 1202 WO 43140	\$16.90
		362325		BRK CLN VEH 3311 WO 43186	\$16.90
		362329		FLASH VEH 3312 WO 43784	\$13.02
		362332		BRK CLN VEH 3213 WO 43048	\$56.50
		362353		LAMP VEH 4152 WO 43214	\$18.46
		362379		TOOL VEH 3321 WO 43210	\$40.74
		362380		FITTING VEH 3321 WO 43210	\$58.09
		362386		FILTER VEH 3315 WO 43213	\$127.72
		362390		BRK CLN VEH 3283 WO 43176	\$16.90
		362461		BRK CLN VEH 3329 WO 43220	\$8.45
MCCURLEY CHEVROLET		903432	235079	TENSIONER VEH 1382 WO 43002	\$121.99
		903459		GSKT/RIVET VEH 3226 WP 43000	\$52.44
		903460		HANDLE/KNOB VEH 3293 WO 42994	\$27.64
		903470		PUMPS VEH 2343 WO 43001	\$211.63
		903506		SNSR/BLT KIT VEH 1382 WO 43002	\$162.47
		903509	235229	FLOOR LINER VEH 2459 WO 42999	\$131.66
		903573	235079	MOUNT VEH 1206 WO 43014	\$107.43
		903599		CLIPS VEH 2372 WO 43037	\$2.02
		903600	235229	RADIATR CLIP VEH 2372 WO 43037	\$8.08
		903738		FLOOR LINERS VEH 2452 WO 43208	\$106.66
		903739		FLOOR LINER VEH 2453 WO 43211	\$106.66
		903742		FLOOR MAT VEH 2457 WO 43073	\$144.69
MOBILE FLEET SERVICE INC		1261410010	235084	PRSSR GAUGE VEH 3320 WO 42942	\$1,028.70
		1261540031	235234	CAP VEH 3320 WO 42818	\$40.96
MONARCH MACHINE & TOOL CO INC		A184385	235235	ALUM FLT BAR VEH 2455 WO 42827	\$56.42
OXARC INC		R417441	235239	SHOP SUPPLIES/GASSES	\$152.07
RDO EQUIPMENT CO		P16346	235098	O-RING VEH 7122 WO 43055	\$83.35



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From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RDO EQUIPMENT CO		P16347	235098	WHL KIT/ARM VEH 6594 WO 42959	\$260.99
		P16348		FILTERS VEH 6594 WO 42913	\$187.28
		P16469		O-RING VEH 7122 WO 43055	(\$3.33)
		W48196	235245	REPAIRS VEH 7141 WO 43065	\$870.99
RFP MANUFACTURING		8011	235249	MIRROR VEH 2455 WO 42827	\$68.42
		8025		MIRROR VEH 2455 WO 42827	\$68.42
RIVER CITY TOWING INC		14736	235251	TOW CHARGE	\$48.87
		14742		TOW CHARGE VEH 1211 WO 43105	\$167.24
ROWAND MACHINERY CO		203056	235105	WINDSHIELD VEH 5045 WO 43016	\$646.87
		203077		DRVSHFT/CLMP VEH 7109 WO 43003	\$559.78
RUSS DEAN INC		555948	235256	RPR GRB TRCK VEH 3312 WO 42725	\$9,055.41
SONSHINE COLLISION SERVICES INC		30231	235107	PNT/FIX DRS VEH 2448 WO 43035	\$955.68
TACOMA SCREW PRODUCTS INC		22146892	235114	SHLDR SCREW VEH 3247 WO 42993	\$0.96
THE SUPPLY CO LLC		00423387	235119	SHOP SUPPLIES-ACTIVE 8	\$462.66
TIRE FACTORY INC DBA		03-113322	235269	FLAT REPAIR VEH 7146 WO 43201	\$50.30
		03-113668		FLAT REPAIR VEH 3319 WO 43200	\$23.84
		03-113669		FLAT REPAIR VEH 3311 WO 43199	\$50.30
		03-114518		TIRE MT/DSMT VEH 2372 WO 43037	\$676.50
		03-114603		WHEL MT/DSMT VEH 2422 WO 43052	\$616.94
		03-114614		TRUCK REPAIR VEH 3319 WO 42991	\$414.53
		03-114618		WHEL MT/DSMT VEH 4121 WO 43007	\$128.06
		018222	235272	ALT CONV AMP VEH 5044 WO 43058	\$599.18
TRI CITIES BATTERY & AUTO REPAIR		0232684		BLK/RED-STUD VEH 5044 WO 43058	\$47.65
		111609	235123	BATTRY CHRGR VEH 3151 WO 43005	\$124.50
		06 235266	235125	SEAL/BEARING VEH 4121 WO 43007	\$106.69
TRUCKPRO HOLDING CORPORATION		06 235267		LGHT BAR/RLY VEH 2372 WO 43037	\$181.41
		06 235384	235274	BEARING/BRK VEH 4121 WO 43007	\$436.48
		2847	235126	VEHICLE WASHES-MAY	\$159.00
TTB, LLC DBA					
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$1,064.36
	P056698			VERIZON WIRELESS CHARGES FOR M	\$38.67
WEST COAST OFF ROAD		24612	235287	SHIPPING VEH 2455 WO 42827	\$119.99
WESTERN PETERBILT INC		H258840	235140	BRK/SO/CORE VEH 5029 WO 42931	\$6,217.06
		H259188		DRYR/COMPRSR VEH 5041 WO 42926	\$834.21
		H259189		MOTOR VEH 5041 WO 42926	\$166.94
WESTERN STATES EQUIPMENT COMPANY		IN000041711	235141	ELEMENT ASSY VEH 7138 WO 43045	\$351.99
WESTERN SYSTEMS & FABRICATION INC		15745	235290	GRABBER ASSY VEH 3310 WO 42990	\$112.85

EQUIPMENT MAINTENANCE TOTAL ****

\$82,738.51

EQUIPMENT MAINTENANCE FUND Total ***

\$82,738.51

FUND 503

EQUIPMENT REPLACEMENT FUND

Division:

215

EQUIPMENT REPLACEMENT



City Of Richland

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From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00027122	235311	NORTHWEST FARM SUPPLY/LANDSCAP	\$4,273.80
DAY MANAGEMENT CORPORATION DBA	P056370	580244	235035	SALES TAX @ 8.6%	\$357.11
	P056370			2016 UP-FIT PACKAGE FOR DETECT	\$4,152.50
	P056305	580266	235183	2016 RPD PATROL BUILDS AS PER	\$14,428.62
EQUIPMENT REPLACEMENT TOTAL ****					\$23,212.03
EQUIPMENT REPLACEMENT FUND Total ***					\$23,212.03
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING			
ABADAN INC		ARIN063805	234995	ASBUILTS	\$2.98
		ARIN063841		2 ROLL PLOTTER PAPER	\$119.68
		ARIN063919		ASBUILTS	\$26.61
		ARIN063920		ASBUILTS	\$2.77
AT&T WIRELESS		05/16-28724328888	235152	287243288881 04/27-05/26/16	\$62.55
				287243288881 04/27-05/26/16	\$92.92
BANK OF AMERICA		TXN00026975	235311	TC RGNL CHMBR-SOC_5-25_PR	\$22.00
		TXN00027132		STARBUCKS #03206 RICHLAND - Va	\$32.47
		TXN00027165		SAFEWAY STORE00003335 - Vanta	\$19.98
		TXN00027174		STAPLES -wipes,11x17 paper,pos	\$317.14
		TXN00027189		STAPLES - Bausch&Lomb tissues	\$8.87
		TXN00027234		STAPLES - plotter cartridges-b	\$251.93
		TXN00027383		AMAZON.COM AMZN.COM/BILL - ADA	\$443.25
		TXN00027412		BENTON CO AUDITOR - Recording	\$1,498.55
CITY OF RICHLAND		05/2016 MAY	235169	CITY UTILITY BILLS/MAY 2016	\$695.62
VERIZON WIRELESS	P056698	9766193760	235433	VERIZON WIRELESS CHARGES FOR M	\$638.03
WATER SOLUTIONS INC		13602	235136	3 WTR MACHINES - JUNE 2016	\$76.01
XEROX CORPORATION		084848820	235293	W7225PT BASE CHG/PRINTS-MAY	\$182.47
		084848821		W7225PT BASE CHRG/PRINTS-MAY	\$69.52
		084848822		W7855PT BASE CHG/PRINTS-MAY	\$418.82
PW ADMIN & ENGINEERING TOTAL ****					\$4,982.17
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$4,982.17
FUND 506	WORKERS COMPENSATION FUND				
Division:	221	WORKERS COMP INSURANCE RESERVE			
DEPARTMENT OF LABOR & INDUSTRIES		1ST QTR 2016-CORR	235185	1ST QTR 2016 L/I CORRECTION	\$1,111.34
WORKERS COMP INSURANCE RESERVE TOTAL ****					\$1,111.34
WORKERS COMPENSATION FUND Total ***					\$1,111.34
FUND 520	HEALTH CARE/BENEFITS PLAN				



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From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division:	222	EMPLOYEE BENEFIT PROGRAM			
BANK OF AMERICA		TXN00026999	235311	DELTA AIR/AIRFARE CREDIT LP TR	(\$1,579.27)
MAGELLAN BEHAVIORAL HEALTH		JUNE 2016	235078	EAP PREMIUMS-JUNE	\$677.95
EMPLOYEE BENEFIT PROGRAM TOTAL ****					(\$901.32)
HEALTH CARE/BENEFITS PLAN Total ***					(\$901.32)
FUND 641		SOUTHEAST COMMUNICATIONS CTR			
Division:	600	SECOMM OPERATIONS GENERAL			
BANK OF AMERICA		TXN00026971	235311	STAPLES/OFFICE SUPPLIES	\$43.19
		TXN00026996		THE UPS STORE #6563\SHIPPED PA	\$9.22
		TXN00027012		WWW.NEWEGG.COM\CABLES	\$61.43
		TXN00027017		WWW.NEWEGG.COM\CABLES	\$31.38
		TXN00027038		STAPLES/MAGNETIC LABEL HOLDERS	\$26.01
		TXN00027043		WWW.NEWEGG.COM\Cables	\$78.04
		TXN00027059		BEST BUY 00005900\CHROME C	\$32.57
		TXN00027089		STAPLES - MAGNETIC LABEL HOLDE	\$26.01
		TXN00027123		TARGET 00023143\FRAME F	\$16.29
		TXN00027157		STAPLES - CREDIT DUPLICATE ORD	(\$26.01)
		TXN00027329		FRED M FUEL -PROVENCHER 16-179	\$13.21
		TXN00027341		STAPLES - P-TOUCH TAPE	\$22.20
		TXN00027355		SHELL OIL -PROVENCHER 16-179 R	\$30.57
		TXN00027362		STAPLES - OFFICE SUPPLIES	\$43.16
				STAPLES - OFFICE SUPPLIES	\$43.17
		TXN00027426		WM SUPERCENTER/SECOMM SPIFFS	\$94.32
		TXN00027429		NENA/OLLERMAN WEBINAR REGISTRA	\$50.00
		TXN00027456		DOLLAR TREE/SECOMM SPIFFS	\$52.40
BI STATE OCCUPATIONAL SAFETY & HEALTH		2682-B	235014	DOT PRE EMP PHYSICALS	\$130.00
CENTURYLINK		0616/509-786-2112	235353	GENERAL 06/6-07/5/16	\$122.32
CITY OF RICHLAND		3947622	235169	BCES UTILITY SRVC 05/02-06/01	\$2,559.45
CORPORATE TRANSLATION SERVICES INC		89973	235180	TRANSLATION SRVCS-MAY 2016	\$169.28
ENTERPRISE HOLDINGS INC		06/16-45WA423	235196	16-082 LETTRICK RENTAL CAR	\$38.35
				16-179 PROVENCHER RENTAL CAR	\$115.04
FRONTIER		05/16 5096282609	235051	GENERAL 05/25-6/24/16	\$429.27
		06/16 5096282608	235204	GENERAL 6/7-7/6/16	\$81.45
		06/16 5096282609		GENERAL 06/04/16-07/03/16	\$70.47
		06/16 5097352383		GENERAL 6/7-5/6/16	\$158.70
LANGUAGE LINE SERVICES LLC		3842446	235225	NONEMERGENCY TRANSLATION-MAY	\$7.20
POCKETINET COMMUNICATIONS INC		138813	235096	WIRELESS TRNSPRT/INTERNET-JUNE	\$268.28
UNITED PARCEL SERVICE	S016974	000986641256	235278	GROUND PKG TO PLANTRONICS FOR	\$5.14
VANGUARD CLEANING SYSTEM OF INLAND NW		60921	235281	BCES JANITORIAL SRVCS-JUNE	\$375.00



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From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VERIZON WIRELESS		9766574375	235433	CELL PHONES 05/7-06/6/16	\$319.52
WATER SOLUTIONS INC		13576	235286	WATER FILTRATION 06/7-07/6/16	\$33.67
XEROX CORPORATION		084848815	235293	W7855PT BASE CHG/PRINTS-MAY	\$73.15
SECOMM OPERATIONS GENERAL TOTAL ****					\$5,603.45
Division:	601	E911 OPERATIONS			
BANK OF AMERICA		TXN00027004	235311	NENA/OLLERMAN CONFERENCE REGIS	\$1,599.00
		TXN00027059		BEST BUY 00005900\CHROME C	\$32.58
		TXN00027106		HOLIDAY INN EXPRESS - HUSA GIS	\$97.81
		TXN00027193		INTERGRAPH/HUSA CONFERENCE REG	\$949.00
		TXN00027258		ALASKA AIR - HUSA INTERGRAPH 1	\$497.20
		TXN00027319		HILTON HOTELS - HUSA INTERGRAP	\$234.59
		TXN00027341		STAPLES - P-TOUCH TAPE	\$22.20
BI STATE OCCUPATIONAL SAFETY & HEALTH		2682-B	235014	DOT PRE EMP PHYSICALS	\$130.00
CORPORATE TRANSLATION SERVICES INC		89889	235180	TRANSLATION SRVCS-MAY 2016	\$236.59
ENTERPRISE HOLDINGS INC		06/16-45WA423	235196	16-196 LETTRICK RENTAL CAR	\$76.69
				16-228 HUSA RENTAL CAR	\$76.69
				16-235 BARBER RENTAL CAR	\$82.60
HARRINGTON'S TROPHIES		75540	235055	PLAQUE-CHILDRESS	\$9.86
LANGUAGE LINE SERVICES LLC		3848720	235225	E911 TRANSLATION-MAY	\$6.17
POCKETINET COMMUNICATIONS INC		138813	235096	WIRELESS TRNSPRT/INTERNET-JUNE	\$268.27
E911 OPERATIONS TOTAL ****					\$4,319.25
Division:	602	SECOMM AGENCY			
PRINGLES POWER-VAC	S016900	202906	235097	DUCT CLEANING AT 911 CALL CENT	\$2,622.35
SECOMM AGENCY TOTAL ****					\$2,622.35
SOUTHEAST COMMUNICATIONS CTR Total ***					\$12,545.05
FUND 642	800 MHZ PROJECT				
Division:	610	800 MHZ			
BENTON PUD		05/16 4843174575	235012	UTILITY SRVCS 04/26-05/27	\$570.04
KLICKITAT COUNTY PUD		05/16-69552623	235073	GOLGATHA UTILITIES 04/29-05/31	\$268.15
800 MHZ TOTAL ****					\$838.19
800 MHZ PROJECT Total ***					\$838.19
FUND 643	EMERGENCY MANAGEMENT				
Division:	620	STATE / LOCAL ASSISTANCE			
BANK OF AMERICA		TXN00026971	235311	STAPLES/OFFICE SUPPLIES	\$14.39
		TXN00027025		MISTER CAR WASH #575\CAR WASH	\$22.73
		TXN00027035		MISTER CAR WASH #575\TIP FOR C	\$4.00
		TXN00027038		STAPLES/MAGNETIC LABEL HOLDERS	\$8.67
		TXN00027089		STAPLES - MAGNETIC LABEL HOLDE	\$8.67



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00027127	235311	TARGET 00023143\CANDY F	\$21.89
		TXN00027157		STAPLES - CREDIT DUPLICATE ORD	(\$8.67)
		TXN00027395		WA FINANCE OFFCRS ASSOCIWFOA C	\$525.00
CITY OF RICHLAND		3947622	235169	BCES UTILITY SRVC 05/02-06/01	\$853.15
POCKETINET COMMUNICATIONS INC		138813	235096	WIRELESS TRNSPRT/INTERNET-JUNE	\$114.98
VERIZON WIRELESS		9766574375	235433	CELL PHONES 05/7-06/6/16	\$98.90
STATE / LOCAL ASSISTANCE TOTAL ****					\$1,663.71
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
BANK OF AMERICA		TXN00026971	235311	STAPLES/OFFICE SUPPLIES	\$14.39
		TXN00027029		THE HOME DEPOT #4746\PARTS	\$34.70
		TXN00027038		STAPLES/MAGNETIC LABEL HOLDERS	\$8.67
		TXN00027044		THE HOME DEPOT #4746\PARTS	\$3.56
		TXN00027089		STAPLES - MAGNETIC LABEL HOLDE	\$8.67
		TXN00027157		STAPLES - CREDIT DUPLICATE ORD	(\$8.67)
CALVERT, BRIAN		16-273 CALVERT	235350	16-273 ISSAQUAH/CASCADIA RI	\$469.98
CITY OF RICHLAND		3947622	235169	BCES UTILITY SRVC 05/02-06/01	\$853.15
HEWLETT PACKARD COMPANY	P056576	57235740	235059	WORKSTATIONS TO INCLUDE:	\$11,971.55
MID COLUMBIA ENGINEERING INC	P056132	ST008511	235081	BECKI COATS, SURVEY TAKER	\$332.10
	P056132	ST008535	235231	BECKI COATS, SURVEY TAKER	\$324.00
POCKETINET COMMUNICATIONS INC		138813	235096	WIRELESS TRNSPRT/INTERNET-JUNE	\$114.97
VANGUARD CLEANING SYSTEM OF INLAND NW		60921	235281	BCES JANITORIAL SRVCS-JUNE	\$250.00
VERIZON WIRELESS		9766574375	235433	CELL PHONES 05/7-06/6/16	\$98.90
WATER SOLUTIONS INC		13576	235286	WATER FILTRATION 06/7-07/6/16	\$33.66
XEROX CORPORATION		084848815	235293	W7855PT BASE CHG/PRINTS-MAY	\$170.67
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$14,680.30
Division:	623	JURISIDICTIION			
BANK OF AMERICA		TXN00026971	235311	STAPLES/OFFICE SUPPLIES	\$14.39
		TXN00027012		WWW.NEWEGG.COM\CABLES	\$61.42
		TXN00027017		WWW.NEWEGG.COM\CABLES	\$31.38
		TXN00027038		STAPLES/MAGNETIC LABEL HOLDERS	\$8.67
		TXN00027043		WWW.NEWEGG.COM\Cables	\$78.03
		TXN00027079		AMAZON MKTPLCE PMTS - Credit/	(\$1,014.37)
		TXN00027089		STAPLES - MAGNETIC LABEL HOLDE	\$8.67
		TXN00027123		TARGET 00023143\FRAME F	\$16.28
		TXN00027157		STAPLES - CREDIT DUPLICATE ORD	(\$8.67)
PRINGLES POWER-VAC	S016900	202906	235097	DUCT CLEANING AT 911 CALL CENT	\$2,622.35
JURISIDICTIION TOTAL ****					\$1,818.15
Division:	630	HOMELAND SECURITY PREPARDNES			
BANK OF AMERICA		TXN00027251	235311	STARBUCKS #14483 W. RICHL/COFF	\$16.24



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VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00027262	235311	WM SUPERCENTER #3261\SNACKS FO	\$15.86
LITHIA MOTORS	P055918	522304	235075	Engine replacement and misc	\$24,602.32
HOMELAND SECURITY PREPARDNESS TOTAL ****					\$24,634.42
EMERGENCY MANAGEMENT Total ***					\$42,796.58
FUND 644	MICRO-WAVE				
Division: 611	MICROWAVE				
DAY MANAGEMENT CORPORATION DBA	P056659	579506	235035	PROSSER BUTTE WAVEGUIDE	\$834.09
MICROWAVE TOTAL ****					\$834.09
MICRO-WAVE Total ***					\$834.09



City Of Richland

VL-1 Voucher Listing

From: 6/13/2016 To: 6/24/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$1,322,412.99

Number of Invoices

Amount

Vouchers In Richland	167	\$236,313.00
Vouchers In Tri Cities	128	\$269,512.06
Vouchers In WA	201	\$213,374.27
Vouchers Outside WA	1109	\$603,213.66
Vouchers Final Total.....	1605	\$1,322,412.99

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$106.62	0.01%
2	BENEFITS	\$3,802.13	0.29%
3	SUPPLIES	\$202,716.43	15.33%
4	OTHER SERVICES & CHARGES	\$902,123.53	68.22%
5	INTERGOVERNMENTAL SERVICES	\$80,666.14	6.1%
6	CAPITAL PROJECTS	\$38,157.08	2.89%
	MACHINERY & EQUIPMENT	\$28,982.30	2.19%
9	INTERFUND SERVICES	\$779.89	0.06%
	INVENTORY PURCHASES	\$65,078.87	4.92%
	Total	\$1,322,412.99	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 07/05/2016

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: 07/05/2016

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Subject:
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Fiscal Impact:

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 07/05/2016

Agenda Category: Reports and Comments

Key Element:

Subject:
Mayor

Department:
City Council

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments: