



Agenda
City Council Regular Meeting
Tuesday, December 6, 2016
City Hall Council Chamber | 505 Swift Boulevard

Executive Session - 6:00 p.m.:

1. Executive Session per RCW 42.30.110 (1) (g) Performance Review of Public Employee (60 minutes)
 - Cindy Reents, City Manager

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

Agenda Item:

2. Executive Session Per RCW 42.30.110 (1) (iii): Discuss Litigation (15 minutes)
 - Heather Kintzley, City Attorney
3. Discuss Meeting Agenda Items (15 minutes)
 - City Council Members

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

4. New Hire/Retirements (5 minutes)
 - Allison Jubb, Human Resources Director
5. 2015 Art Recognition Awards for Contributions in Support of the Arts (5 minutes)
 - Ann Roseberry, Recreation & Public Facilities Manager
6. Resolution of Appreciation to Melissa Williams for Five Years of Service on the Americans with Disabilities Act Citizens Review Board (5 minutes)
 - Robert Thompson, Mayor
7. Proposed Annexation of Property South of Columbia Park Trail and East of Jericho Road - Resolution No. 227-16 (5 minutes)
 - Kerwin Jensen, Community Development Director

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

8. Authorizing Relinquishment of Utility Easements at 3480 George Washington Way and 925 Long Ave - Resolution No. 233-16
 - 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:

9. Approve the Minutes from the Council Meeting Held November 15, 2016
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

10. Ordinance No. 70-16, Approving the 2020 Council Compensation Plan
 - Cathleen Koch, Administrative Services Director
11. Ordinance No. 72-16, Recodifying RMC Chapter 5.22 Related to Taxicabs and Establishing Regulations for Transportation Network Companies (TNCs)
 - Heather Kintzley, City Attorney

Ordinances - Second Reading/Passage:

12. Ordinance No. 65-16, Amending RMC Title 3: Finance, Chapter 3.24 Funds
 - Cathleen Koch, Administrative Services Director
13. Ordinance No. 66-16, Amending RMC Chapter 11.30, Stopping, Standing, or Parking Restricted or Prohibited
 - Pete Rogalsky, Public Works Director
14. Ordinance No. 67-16, Approving Amendments to the 2016 Budget
 - Cathleen Koch, Administrative Services Director
15. Ordinance No. 68-16, Approving the Dallas Road/Cowlitz Boulevard Annexation
 - Kerwin Jensen, Community Development Director
16. Ordinance No. 69-16, Approving a Change in Zoning on 1.1 Acres Located at 2682 Van Giesen Street (Bender)(Closed Record)
 - Kerwin Jensen, Community Development Director

Resolutions – Adoption:

17. Resolution No. 158-16, Authorizing Execution of Contract Amendment No. 5 with Energy Incentives, Inc. for Residential Energy Efficiency Programs Inspections
 - Bob Hammond, Energy Services Director
18. Resolution No. 159-16, Authorizing Execution of Contract Amendment No. 1 with Efficiency Solutions, LLC for Commercial Energy Efficiency Programs Inspections
 - Bob Hammond, Energy Services Director
19. Resolution Nos. 167-16 and 168-16, Expressing Appreciation to Melissa Williams and Roger Bowman for Service on the Americans with Disabilities Act Citizens Review Committee
 - Heather Kintzley, City Attorney
20. Resolution No. 219-16, Authorizing the Execution of Local Agency Participating Agreements with Washington State Department of Transportation
 - Pete Rogalsky, Public Works Director

21. Resolution No. 223-16, Authorizing the Execution of an Interlocal Cooperative Agreement Between the Cities of Pasco, Kennewick and Richland for the Construction of an Animal Control Authority Facility
- Cindy Reents, City Manager
22. Resolution No. 224-16, Appointments to the Americans with Disabilities Act Citizens Review Committee
- Heather Kintzley, City Attorney
23. Resolution No. 225-16, Authorizing the Execution of an Interlocal Cooperative Agreement Between the Cities of Pasco, Richland and Kennewick for Creation and Operation of Tri-Cities Animal Control Authority
- Cindy Reents, City Manager
24. Resolution No. 227-16, Accepting a Request for Annexation of 11.7 Acres Located South of Columbia Park Trail and East of Jericho Road
- Kerwin Jensen, Community Development Director
25. Resolution No. 228-16, Awarding Bid to M&L Construction, Inc. for 2016-2017 Horizontal-Directional Boring and Drilling Projects
- Bob Hammond, Energy Services Director
26. Resolution No. 229-16, Approving Amendments to Exhibit A of the Compensation Plan for Unaffiliated Employees - 2015 and Continuing
- Cathleen Koch, Administrative Services Director
27. Resolution No. 232-16, Funding Recommendations for the 2017 Hotel/Motel Lodging Tax Fund
- Jon Amundson, Assistant City Manager
28. Resolution No. 233-16, Authorizing Relinquishment of Utility Easement at 3480 George Washington Way and 925 Long Ave
- Pete Rogalsky, Public Works Director
29. Resolution 234-16, Approving a Limited Duration Interlocal Agreement with Benton County for Jail Services
- Cindy Reents, City Manager

Expenditures - Approval:

30. Expenditures from November 7, 2016 - November 25, 2016 for \$7,942,362.22 including Check Nos. 239575-239954, Wire Nos. 6294-6302, Payroll Check Nos. 112755-113271, and Payroll Wire/ACH Nos. 9683-9699
- Cathleen Koch, Administrative Services Director

Items of Business:

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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

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



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Agenda Item

Key Element:

Subject:

Executive Session Per RCW 42.30.110 (1) (iii): Discuss Litigation (15 minutes)

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Executive Session Item

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

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: 12/06/2016

Agenda Category: Presentations

Key Element: Key 6 - Community Amenities

Subject:

2015 Art Recognition Awards for Contributions in Support of the Arts (5 minutes)

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

The Richland Arts Commission awards two annual awards to recognize local contributions made in support of the arts. These awards are intended to distinguish two recipients for their outstanding contribution and support of the arts in Richland. The 2015 Individual Award winner is Bob Watrous and the Corporate Award winner is HAPO Community Credit Union.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Presentations

Key Element:

Subject:

Resolution of Appreciation to Melissa Williams for Five Years of Service on the Americans with Disabilities Act Citizens Review Board (5 minutes)

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Presentations

Key Element: Key 3 - Economic Vitality

Subject:

Proposed Annexation of Property South of Columbia Park Trail and East of Jericho Road - Resolution No. 227-16 (5 minutes)

Department:

Community & Development Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

None

Summary:

Randy and Abbey Aust have requested annexation of their property located south of Columbia Park Trail and at the eastern terminus of Jericho Road. Staff queried adjacent owners and found that both Kevin Tucker and Mary Padgett are also interested in annexation. State law (RCW 35.13.125) requires the City Council meet with the parties initiating annexation for the purpose of determining whether the City will accept, reject or geographically modify the annexation proposal.

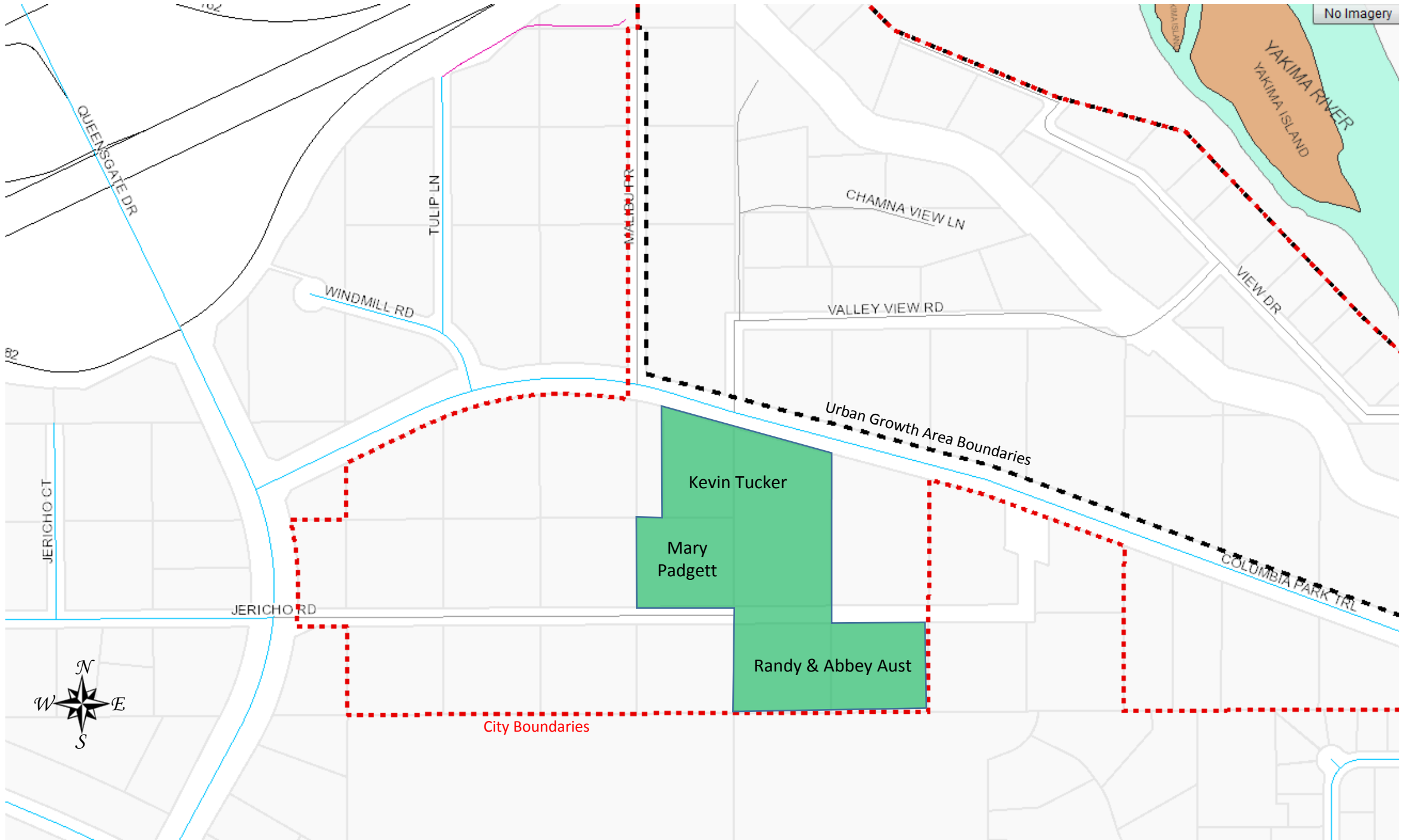
Should Council opt to accept this annexation proposal, Resolution No. 227-16 has been prepared and is part of Council's Consent Calendar.

Fiscal Impact:

Annexation will result in additional tax revenues being paid to the City. It will also create additional costs as the City will be responsible for providing its services to the annexing properties. A fiscal analysis will be prepared for Council consideration at a later stage in the annexation proceedings.

Attachments:

I. Vicinity Map





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Public Hearing

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Authorizing Relinquishment of Utility Easements at 3480 George Washington Way and 925 Long Ave - Resolution No. 233-16

Department:
Public Works

Ordinance/Resolution Number:
233-16

Document Type:
Public Hearing Item

Recommended Motion:

None.

Summary:

This is a public hearing to receive public testimony regarding the proposed relinquishments of two utility easements. One is located at 925 Long Avenue and the other is located at 3480 George Washington Way.

Refer to staff report for Resolution 233-16 for more details.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Approve the Minutes from the Council Meeting Held November 15, 2016

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Minutes

Recommended Motion:

Approve the minutes of the Council meeting held on November 15, 2017

Summary:

None.

Fiscal Impact:

None.

Attachments:

I. Draft 11/15/16 Minutes



MINUTES
RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, November 15, 2016

Draft

Pre-Meeting:

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

Attendance:

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

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

1. Discussion of Council Meeting Agenda Items

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

Ms. Reents reviewed the remaining Council meeting schedule, the current Benton County Jail contract status and stated that Kennewick, Pasco and Richland are supporting the establishment of the Uber company in the area.

Regular Meeting:

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

Welcome and Roll Call:

Mayor Pro Tem Christensen welcomed those in the audience and expressed appreciation for their attendance.

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

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Fire and Emergency Services Director Huntington, Community Development Director Jensen, Administrative Services Director Koch, Public Works Director Rogalsky, Recreation and Public Facilities Manager Roseberry, Police Services Captain Cobb, Energy Services Director Hammond and City Clerk Hopkins.

COUNCILMEMBER KENT MOVED AND COUNCILMEMBER ANDERSON SECONDED A MOTION TO EXCUSE MAYOR THOMPSON AND COUNCILMEMBER LUZZO GILMOUR. THE MOTION CARRIED 5-0.

Pledge of Allegiance:

Mayor Pro Tem Christensen led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda:

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

Presentations:

1. CityView Video: Water2Wine Cruises
- Kerwin Jensen, Community and Development Director

Mr. Jensen introduced the video of the new Water2Wine cruise line business in the Tri Cities area. The video showcased what the cruise line will offer its customers.

Public Hearing:

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

1. Proposed Amendments to the 2016 Budget - Ordinance No. 67-16
- Brandon Allen, Finance Director

Mr. Brandon said a public hearing is necessary for Ordinance No. 67-16, amending the 2016 Budget. The public hearing notice was posted on November 13, 2016; first reading of the ordinance amending the 2016 Budget will occur on November 15, 2016; and the second reading and passage currently scheduled for the December 6, 2016, Council meeting.

The proposed Ordinance No. 67-15 will amend the 2016 budget appropriations. The increases were primarily the result of various fleet repairs, ICMA administrative allowances, salaries and benefits costs for employees who operate Benton County Emergency Services, increases in health benefit claims, Retirement Health Savings Plan opt-out expenses, Section 125 expenses, and other expenditures not originally addressed within the 2016 operating budget. New revenues support \$4,571,529 of the increase. The remaining \$775,147 is funded by the use of existing fund balances.

Mayor Pro Tem Christensen opened the public hearing at 7:38 p.m. and closed the hearing at 7:38:15 p.m. as there were no comments.

2. Consideration of the Dallas Road/Cowlitz Boulevard Annexation Request - Ordinance No. 68-16
- Rick Simon, Development Services Manager

Mr. Simon said the public hearing concerns the proposed annexation of a 2.3-acre parcel located in South Richland, east of Dallas Road and north of Cowlitz Boulevard. The

owners of the property requesting annexation are RP and Linda Anatatmula. Council has reviewed this proposal previously through the adoption of Resolution No. 112-16, which authorized the commencement of annexation proceedings. The Planning Commission held a public hearing and recommended adoption of R1-10 Single Family Residential zoning for the property and the Benton County Boundary Review Board approved the proposal. A formal annexation petition was authorized by Council through Resolution No. 173-16 and the signed petition was officially certified by the County Assessor. The final step in the annexation process beyond Council conducting the public hearing requires the adoption of an ordinance approving the annexation request.

Mayor Pro Tem Christensen opened the public hearing at 7:40 p.m. and closed the hearing at 7:40:15 p.m. as there were no comments.

3. 2017 Community Development Block Grant and HOME Funding Recommendations - Resolution Nos. 214-16 and 215-16
- Kerwin Jensen, Community Development Director

Mr. Jensen said the 2017 Annual Action Plan (AAP) for the City of Richland and the Tri-Cities HOME Consortium is a supplement to the 2015-2019 Consolidated Plan. It describes proposed uses of 2017 funding from the U.S. Department of Housing and Urban Development (HUD) and 2017 anticipated program income from repaid housing loans via the HOME Investment Partnership and Community Development Block Grant (CDBG) programs.

On June 22, 2016, the Planning Commission held a public hearing to receive citizen comments on the needs for the use of U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME funds.

The Planning Commission recommended the following use of CDBG funding: \$23,228 Elijah Family Homes; \$8,500 Senior Life Resources; \$9,072 Arc of Tri Cities; \$65,000 Richland Public Works; \$121,604 Richland Parks and Facilities; and \$48,400 for program administration.

HOME funds will be used for Consortium-related programs and expenses: Administration of the HOME Program \$46,833; Consortium Administration of Proposed Program Income \$10,000; Consortium Community Housing Development Organization (CHDO) \$70,249; and Consortium Down Payment Program \$351,248. Reinvestment of Consortium estimated Program Income into the Down Payment Program \$270,000.

The Planning Commission's recommendations have gone through a 30-day public comment period that ended on November 2, 2016.

The public hearing is an additional opportunity to receive comments on Richland's proposed use of CDBG funds and HOME funds (administered by Richland) for all three cities.

Each respective city will have undergone public comment periods, advisory board review and Council consideration of this matter prior to submittal to HUD by April 15, 2017. The

submittal of the Annual Action Plan maintains the Tri-Cities HOME Consortium's ability to receive 2017 HOME Investment Partnership funding, but not the obligation.

Mayor Pro Tem Christensen opened the public hearing at 7:43 p.m. and closed the hearing at 7:43:15 p.m. as there were no comments.

4. Consideration of a Capital Facilities Plan to Support the Proposed Urban Growth Area Expansion North of Horn Rapids Road - Resolution No. 217-16
- Rick Simon, Development Services Manager

Mr. Simon said the City and the Port of Benton have received 1,341 acres from the U.S. Department of Energy to provide local government with land for future industrial growth. In order for the City to be able to extend utilities to make the land suitable for industrial development, the City must first expand its Urban Growth Area (UGA) boundary to include this area. Under the Growth Management Act, the City must justify to Benton County that the land is needed and that the City has the capacity within its utility systems to serve the area.

A Master Plan for Urban Growth Area Expansion/Capital Facilities Analysis has been completed that demonstrates the City has adequate capacity to serve the area. The plan was reviewed by the Planning Commission at their regular meeting of October 26, 2016, and they have recommended adoption of the plan.

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

5. Relinquishment of Easements at Rossell Avenue and Hunt Avenue - Resolution No. 218-16
- Pete Rogalsky, Public Works Director

Mr. Rogalsky said this public hearing is regarding the proposed relinquishment of a sewer easement and associated encroachment permit at 413 Rossell Avenue and a sewer easement at 1312 Hunt Ave.

The current property owner at 413 Rossell Avenue, Ms. Shameka J. Yanes, is requesting that a sewer easement on her property that was originally established with the Plat of Richland in 1956 be vacated. The easement was originally established to provide sewer service to 411 Rossell Avenue. The City's 2010 C-Basin Sewer project constructed a new direct sewer service to 411 Rossell Avenue, thereby negating the need for the easement. In addition, an Encroachment Permit was recorded under AFN 2006-039846 to construct a covered patio that encroached on the easement. This Encroachment Permit would no longer be needed and could, therefore, be relinquished.

At another location, a sewer easement was established at 1312 Hunt Avenue with the Plat of Richland to provide sewer service to 1308 Hunt Avenue. In 2000, a new direct sewer service was established to 1308 Hunt Avenue, thereby eliminating the need for the easement.

Staff have reviewed both of these locations and have determined that the easements and associated encroachment permit are no longer necessary for providing utility service. Therefore, staff recommends the identified easements and associated encroachment permit be relinquished.

Mayor Pro Tem Christensen opened the public hearing at 7:47 p.m. and closed the hearing at 7:47:15 p.m. as there were no comments.

Public Comments:

None.

Consent Calendar:

City Clerk Hopkins read the Consent Calendar.

Minutes:

1. Approve the Minutes of the Meeting Held on November 1, 2016
- Heather Kintzley, City Attorney

Ordinances - First Reading:

2. Ordinance No. 65-16, Amending RMC Title 3: Finance, Chapter 3.24 Funds
- Cathleen Koch, Administrative Services Director
3. Ordinance No. 66-16, Amending RMC Chapter 11.40, Stopping, Standing, or Parking Restricted or Prohibited
- Pete Rogalsky, Public Works Director
4. Ordinance No. 67-16, Approving Amendments to the 2016 Budget
- Cathleen Koch, Administrative Services Director
5. Ordinance No. 68-16, Approving the Dallas Road/Cowlitz Boulevard Annexation
- Kerwin Jensen, Community Development Director
6. Ordinance No. 69-16, Approving a Change in Zoning on 1.1 Acres Located at 2682 Van Giesen Street (Bender) (Closed Record)
- Kerwin Jensen, Community Development Director

Ordinances - Second Reading/Passage:

7. Ordinance No. 60-16, Adopting the 2017 Budget and 2017-2030 Capital Improvement Plan
- Cathleen Koch, Administrative Services Director
8. Ordinance No. 61-16, Amending RMC Title 15, Solid Waste Relating to Rates and Other Administrative Matters
- Pete Rogalsky, Public Works Director
9. Ordinance No. 62-16, Proposed Increase in Appropriations of the Parks Capital Project Fund and Revising the 2016 Capital Improvement Plan
- Joe Schiessl, Parks and Public Facilities Director

10. Ordinance No. 63-16, Adopting the Proposed 2016 Amendments to the Comprehensive Plan
- Kerwin Jensen, Community Development Director

Resolutions – Adoption:

11. Resolution No. 162-16, Authorizing Execution of a Purchase Agreement with Myers Power Products, Inc. for the Purchase of Two Metalclad Switchgears for the Snyder Substation and Leslie Rd Substation Facilities
- Bob Hammond, Energy Services Director
12. Resolution No. 199-16, Approving a First Amendment to the 2009 Wholesale Water Supply Agreement with the City of West Richland
- Pete Rogalsky, Public Works Director
13. Resolution No. 214-16, Authorizing Submission of Grant Forms to the U.S. Department of Housing and Urban Development for HOME Investment Partnership Program and Authorizing its Use for the City's 2017 Homeownership Program
- Kerwin Jensen, Community Development Director
14. Resolution No. 215-16, Authorizing Submission of Grant Forms to the U.S. Department of Housing and Urban Development for Community Development Block Grant Funds for 2017
- Kerwin Jensen, Community Development Director
15. Resolution No. 216-16, Establishing a Date to Meet with the Proponents of the Jericho Road Annexation
- Kerwin Jensen, Community Development Director
16. Resolution No. 217-16, Adopting the Capital Facilities Plan for the Proposed Urban Growth Expansion Area North of Horn Rapids Road
- Kerwin Jensen, Community Development Director
17. Resolution No. 218-16, Authorizing Relinquishments of Easements at Rossell Avenue and Hunt Avenue
- Pete Rogalsky, Public Works Director
18. Resolution No. 222-16, Awarding Bid to Carpenter Drilling, LLC for Jason Lee Irrigation Well Drilling Project
- Pete Rogalsky, Public Works Director

Expenditures - Approval:

19. Expenditures from October 24, 2016 - November 4, 2016 for \$12,909,003.17 including Check Nos. 239181-239574, Wire Nos. 6281-6293, Payroll Check Nos. 112239-112754, and Payroll Wire/ACH Nos. 9661-9682
- Cathleen Koch, Administrative Services Director

COUNCILMEMBER KENT MOVED AND COUNCILMEMBER ANDERSON SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THE MOTION CARRIED 5-0.

Items of Business:

1. Resolution No. 221-16, Authorizing a Fourth Amendment to the Purchase and Sale Agreement with The Crown Group, Inc. for 650 George Washington Way
- Kerwin Jensen, Community Development Director

Mr. Jensen said adopting Resolution No. 221-16, will authorize the City Manager to sign and execute a fourth amendment to the purchase and sale agreement with the Crown Group, Inc. providing for an alternative development concept of residential/retail at 650 George Washington Way.

He explained the amendment has no financial impact to the City under the existing purchase and sale agreement with The Crown Group, Inc. The total sale price after development credits are applied is \$501,940. Net proceeds after closing will be deposited into the Industrial Development Fund. Development of the property will also result in increased property tax and sales taxes.

Council Comments:

Councilmember Anderson said he does not support of the amendment because he believes the Council's original vision for the property, which also included citizen input, was for retail, office and some residential space and the amendments are not consistent with that vision.

Councilmember Kent thanked the developer for their efforts, but also believes the amendments are inconsistent with Council's original vision for the gateway property and the proposed amendment does not meet that vision with the number of housing units proposed.

Councilmember Lemley believes other retail opportunities exist in the downtown area and believes the residential units are an acceptable amendment.

COUNCILMEMBER LEMLEY MOVED AND COUNCILMEMBER ROSE SECONDED A MOTION TO ADOPT RESOLUTION NO. 221-16, AUTHORIZING A FOURTH AMENDMENT TO THE PURCHASE AND SALE AGREEMENT WITH THE CROWN GROUP, INC. FOR 650 GEORGE WASHINGTON WAY PROPERTY.

Mayor Pro Tem Christensen said the citizens and the City are looking to develop the site and he is in favor of residential units located in the downtown core.

THE MOTION CARRIED 3-2. COUNCILMEMBERS KENT AND ANDERSON OPPOSED.

Reports and Comments:

1. City Manager Reents attended the one-year anniversary of the Manhattan Project National Historical Parks and gave updates on the park. She also thanked staff for setting up the holiday lights along George Washington Way.
2. Mayor Pro Tem Christensen said he attended the ribbon cutting event for the Ben Franklin transit trolley busses. He believes they will be something the public will want to ride and they will be a boost to economic development.

Adjournment:

Mayor Pro Tem Christensen adjourned the meeting at 8:05 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 70-16, Approving the 2020 Council Compensation Plan

Department:

Administrative Services

Ordinance/Resolution Number:

70-16

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 70-16 amending RMC Title 2: Administration and Personnel Salaries

Summary:

In 2002, City Council adopted council salary to be established for the subsequent four years as part of the annual approved compensation plan adjustment for unaffiliated staff. A breakdown of the historical annual increases from 2002 to present is attached for Council review.

The proposed Ordinance No. 70-16 authorizes Council salaries to increase by 1.5% beginning in 2020, thereby raising Council's monthly stipend from \$1,160 to \$1,177 per month in 2020. In addition, the Mayor receives an additional \$250 per month.

Staff recommends approval of Ordinance 70-16 for first reading.

Fiscal Impact:

Yes

Approval of Ordinance No. 70-16 will impact the 2020 budget.

Attachments:

1. Council Compensation History
2. Proposed Ordinance No. 70-16

**CITY OF RICHLAND
2020 COUNCIL COMPENSATION PLAN**

Monthly Compensation History

<u>Year</u>	<u>Mayor</u>	<u>Council Member</u>	<u>% Increase by year</u>
2003	\$1,075	\$825	0.00%
2004	\$1,125	\$875	6.00%
2005	\$1,150	\$900	3.00%
2006	\$1,177	\$927	3.00%
2007	\$1,214	\$964	4.00%
2008	\$1,253	\$1,003	4.00%
2009	\$1,263	\$1,013	1.00%
2010	\$1,278	\$1,028	1.50%
2011	\$1,288	\$1,038	1.00%
2012	\$1,319	\$1,069	3.00%
2013	\$1,340	\$1,090	2.00%
2014	\$1,340	\$1,090	0.00%
2015	\$1,362	\$1,112	2.00%
2016	\$1,373	\$1,123	1.00%
2017	\$1,373	\$1,123	0.00%
2018	\$1,393	\$1,143	1.75%
2019	\$1,410	\$1,160	1.50%
2020	\$1,427	\$1,177	1.50%

ORDINANCE NO. 70-16

AN ORDINANCE of the City of Richland approving the 2020 Council Compensation Plan, amending Section 2.32 of the Richland Municipal Code.

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

Section 1. Section 2.32.040 of the Richland Municipal Code, as enacted by Ordinance No. 8, and last amended by Ordinance No. 77A-15, is hereby amended to read as follows:

2.32.040 Council Members

The monthly compensation of each member of the council for the years 2002 and 2003 shall be established at \$825.00 for current and newly elected council, whether a new or incumbent member. For subsequent years 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, ~~and 2019~~, and 2020 the following salary is established: 2004, ~~\$875.00~~; 2005, ~~\$900.00~~; 2006, ~~\$927.00~~; 2007, ~~\$964.00~~; 2008, \$1,003; 2009, \$1,013; 2010, \$1,028; 2011, \$1,038; 2012, \$1,069; 2013, \$1,090; 2014, \$1,090; 2015, \$1,112.00; 2016, \$1,123.00; 2017, \$1,123.00; 2018, \$1,143; 2019, \$1,160 ~~and 2019~~, and 2020, \$1,177; provided, however, that nothing herein shall cause an increase or decrease to the compensation of any member of the council after his or her election or during the term of office or any unexpired term of office, to which such member of the council is appointed or elected. Beginning in 2002, city council shall establish council salary for 2006 and subsequent years as part of the annual approved compensation plan adjustment for unaffiliated staff, maintaining a four-year schedule.

All members of the council shall provide a written certification to human resources, based on a monthly calculation of the number of hours of service they provide to the city of Richland each year. This record shall be maintained in the human resources division for auditing purposes as generally required in Chapter 41.40 RCW. [Ord. 8; Ord. 68-74; Ord. 106-79; Ord. 70-81; Ord. 40-98; Ord. 09-01; Ord. 41-02; Ord. 40-03; Ord. 36-04; Ord. 37-05; Ord. 31-06; Ord. 29-07; Ord. 09-08; Ord. 21-08; Ord. 32-09 § 1.01; Ord. 32-10 § 1.01; Ord. 29-11 § 1.01; Ord. 35-12 § 1.01; Ord. 33-13 § 1.01; Ord. 01-15A § 1.01; Ord. 77-15 § 1; Ord. 77A-15 § 1].

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

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

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

Marcia Hopkins
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 72-16, Recodifying RMC Chapter 5.22 Related to Taxicabs and Establishing Regulations for Transportation Network Companies (TNCs)

Department:
City Attorney

Ordinance/Resolution Number:
72-16

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 72-16, recodifying RMC 5.22 related to taxicabs and establishing regulations for transportation network companies to operate in the City of Richland.

Summary:

Transportation Network Companies ("TNCs") such as Uber have become increasingly popular over the past several years. In 2015, Uber approached the City of Kennewick with a request to operate within city limits. The request quickly revealed that Kennewick's municipal code was devoid of regulations that would allow TNCs to operate. Richland's code is also currently lacking.

After a year of discussions with Uber, the TNC and Kennewick finally reached agreement on a proposed ordinance to regulate TNCs in city limits. Kennewick adopted the regulations in November, 2016.

Now, Uber is asking Pasco and Richland to adopt similar regulations to allow for a seamless regional entrance into the Tri-City area. Richland PD representatives participated in the talks Kennewick had with Uber, and have no objection to the adoption of regulations similar to those adopted in Kennewick. Ordinance 72-16 is modeled largely on the regulations recently adopted by Kennewick, and expected to be adopted by Pasco in early 2017.

The proposed ordinance was vetted not only by Uber, but an open invitation was also extended to taxicab companies operating in the jurisdiction. Only one taxicab company responded, and no objections were lodged over the proposed ordinance.

Ordinance 72-16 will repeal the existing code relating to taxicabs and replace it with code provisions that take into account the unique business model utilized by Uber. The new regulations will require taxicab companies and TNCs to perform background checks and vehicle inspections, and both will pay the same fees for a special license from the City. In addition, the proposed regulations grant the City audit authority, and authorize license revocation and/or assessment of monetary penalties in the event of noncompliance.

Overall, adoption of Ordinance 72-16 will significantly improve Richland's regulations related to vehicles-for-hire. Staff recommends approval of Ordinance 72-16 for first reading.

Fiscal Impact:

The change in regulations to allow for transportation network companies is anticipated to have an overall *de minimus* impact on revenues generated by the City's licensing function. The fees charged reflect the anticipated costs associated with auditing 20% of drivers on a biannual basis per RMC 5.22.090.

Attachments:

1. ORD 72-16 Replacing RMC 5.22 - Taxicabs & TNCs
2. Taxicab / TNC Affidavit of Compliance

ORDINANCE NO. 72-16

AN ORDINANCE of the City of Richland Amending Richland Municipal Code Title 5: Licensing and Taxation, by repealing and replacing Chapter 5.22 in its entirety.

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

Section 1. Chapter 5.22 of the Richland Municipal Code, enacted by Ordinance No. 592 and last amended by Ordinance No. 06-10, is hereby repealed in its entirety and replaced with the following:

Chapter 5.22 Taxicab And Transportation Network Companies

Sections:

- 5.22.005 Purpose.**
- 5.22.010 Applicability.**
- 5.22.020 Definitions.**
- 5.22.030 Taxicab Company and Transportation Network Company Special License – Fees.**
- 5.22.040 Taxicab and TNC Driver Requirements.**
- 5.22.050 Vehicle Requirements.**
- 5.22.060 Insurance Requirements.**
- 5.22.070 Operational Requirements.**
- 5.22.080 Registered Agent Required.**
- 5.22.090 Audit.**
- 5.22.100 Revocation, Suspension, and Penalties.**
- 5.22.110 Enforcement.**

5.22.005 Purpose.

The purpose of this chapter is to provide for and promote the safety and welfare of the general public by regulating transportation by for-hire vehicles within the City. This chapter does not create or designate any particular class of persons who will or should be specifically protected by its terms. Nothing contained in this chapter is intended nor shall be construed to create any liability on the part of the City or its employees for any injury or damage resulting from the failure of the licensee to comply with the provisions of this chapter, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this chapter on the part of the City or its employees.

5.22.010 Applicability. This chapter shall apply to any taxicab company or transportation network company having one or more drivers who transport any passenger or item of property for compensation from any point within the corporate limits of the City of Richland. In addition, the licensing requirements of RMC 5.04 shall apply to any such taxicab or transportation network company.

5.22.020 Definitions.

The following words shall have the following meanings for the purpose of this Chapter:

A. "City" means the City of Richland, Benton County, Washington.

B. "For-hire vehicle" means any motor vehicle used for the transportation of passengers for compensation, including taxicabs and transportation network company ("TNC") vehicles. The following motor vehicles are excluded from the definition of for-hire vehicles:

1. School buses operating exclusively under a contract to a school district;
2. Ride-sharing vehicles under Chapter 46.74 RCW;
3. Limousine carriers licensed under Chapter 46.72A RCW;
4. Vehicles used by nonprofit transportation providers solely for elderly or handicapped persons and their attendants under Chapter 81.66 RCW;
5. Vehicles used by auto transportation companies licensed under Chapter 81.68 RCW;
6. Vehicles used to provide courtesy transportation at no charge to and from parking lots, hotels, and rental offices;
7. Vehicles licensed under, and used to provide "charter party carrier" and "excursion service carrier" services as defined in, and required by, Chapter 81.70 RCW; and
8. Vehicles used to provide Ambulance Service under RMC Chapter 13.06.

C. "Independent Contractor" means a person who contracts to do a piece of work according to his or her own methods and subject to the employer's control only as to the end product of his or her work. An independent contractor performs work but is not considered an "employee."

D. "License Officer" means the City of Richland Finance Director or designee.

E. "Operate," "Operated," or "Operating" means using a taxicab or transportation network company vehicle, at any time, to transport any passenger or item of property for compensation from a point within the corporate limits of the city.

F. "Person" and "he" and "she" means and includes any natural person, and in addition, a partnership, corporation or an unincorporated association unless a contrary intention plainly applies.

G. "Special License" shall mean a License issued by the License Officer to a taxicab company or TNC authorizing operation within the City of Richland.

H. "Taxicab" means a motorized vehicle that is held out to the public as providing transportation to passengers or articles:

1. Where the route traveled, destination, or both route and destination is controlled by the customer; and
2. Where the fare is based on an amount recorded and indicated on a taxi meter; and
3. Where the vehicle is not operating as a TNC vehicle on a TNC's digital network in accordance with this chapter.

I. "Taxicab Company" means any entity operating one or more taxicabs other than as a driver, regardless of the legal form of the entity and regardless of whether the taxicabs so operated are owned by the company, or leased, or owned by individual members of the entity.

J. "Taxicab Driver" means a person engaging in any combination of owning, leasing, advertising, driving, occupying or otherwise using a taxicab, at any time, to transport any passenger or item of property for compensation from a point within the incorporated limits of the City.

K. "Transportation Network Company," which may be abbreviated herein to "TNC," means a company that exclusively uses an Internet online-enabled platform or application to connect passengers with TNC drivers.

L. "Transportation Network Company Driver" or "TNC Driver" means a driver under contract with a TNC who:

1. Receives connections to potential passengers and related service from a TNC in exchange for payment of a fee to the TNC; and
2. Operates a motor vehicle that is owned, leased, or otherwise authorized for use by the individual and is used to provide TNC services; and
3. Is an independent contractor of a TNC; and
4. Is not an employee of a TNC.

M. "Transportation Network Company Vehicle" means a personal vehicle used by a TNC driver to provide transportation services arranged through a TNC's digital network.

5.22.030 Taxicab Company and Transportation Network Company Special License – Fees.

A. The License Officer may issue a Special License to a taxicab company or TNC provided that:

1. The taxicab company or TNC provides proof of insurance coverage for the limits required in this chapter for all employed or affiliated drivers; and
2. The taxicab company or TNC submits an affidavit sworn under penalty of perjury that the taxicab company or TNC is in compliance with the driver requirements, vehicle requirements, insurance requirements, and operational requirements established in RMC 5.22.040 – 5.22.070. The affidavit form will be made available by the License Officer.

B. The Special Licenses issued under this chapter are effective upon approval and must be renewed through the License Officer annually on or before the expiration date of the license. Operating under an expired license is a violation of this chapter subject to the penalties identified in RMC 5.22.100(B).

C. The application review fee shall vary based on the number of employed or contracted drivers operating for the company applying for the license. The fee amounts shall be as follows:

1. \$300.00 for companies employing or contracting with ten (10) or fewer drivers.
2. \$700.00 for companies employing or contracting with eleven (11) to forty (40) drivers.
3. \$2,000.00 for companies employing or contracting with forty-one (41) or more drivers.

D. The application review fee prescribed by this section shall be paid to the City at the time of submitting both initial and renewal Special License applications.

E. No taxicab company or TNC Special License shall be issued or valid until the affidavit and proof of insurance referenced in this section have been reviewed and approved, and the application/renewal fee has been paid.

F. Drivers who serve as independent contractors affiliated with special licensed taxicab companies or TNCs shall obtain a business license as required in RMC Chapter 5.04.

5.22.040 Taxicab and TNC Driver Requirements.

A. All drivers shall be at least 21 years of age and shall possess a valid driver's license, proof of motor vehicle registration, and proof of current automobile liability insurance that meets the requirements of this chapter.

B. The TNC, its agent, or its contractor shall maintain accurate and up-to-date records for all TNC drivers accessing its digital network to operate in the City. Said records shall include the driver's name, age, address, social security number, criminal history, driver's license, motor vehicle registration, and proof of valid automobile insurance.

C. The taxicab company or its agent shall maintain accurate and up-to-date records for all taxicab drivers employed by the company to operate in the City. Said records shall include the driver's name, age, address, social security number, criminal history, driver's license, motor vehicle registration, and proof of valid automobile insurance.

D. Prior to permitting a person to operate as a taxicab driver or as a TNC driver, and biennially thereafter, the taxicab company or TNC shall conduct, or have a third party conduct, a criminal background check for such person. The criminal background check shall include a search of no less than seven (7) years of database history, unless prohibited by law, in which case the duration of the search shall be the maximum number of years permitted by law. The criminal background check shall include local, state, and national criminal history databases and publicly-accessible national sex offender registries. Any person who is on a sex offender registry or who has been convicted, within the past seven (7) years, of crimes involving driving under the influence of alcohol or controlled substances, felony fraud, sexual offenses, acts of violence, acts of terror, or use of a motor vehicle to commit a felony shall not be permitted to act as a taxicab or TNC driver. The taxicab company or TNC, or its agent, shall maintain records of such criminal background checks for a period of two (2) years. For purposes of this section, the term "conviction" includes convictions, bail forfeitures, and other final adverse findings.

E. A TNC or taxicab company shall immediately revoke a TNC or taxicab driver's authority to operate as a driver for the company if it finds that the standards set forth in this section are no longer met by such person. The TNC or taxicab company shall only reinstate the driver's authority to operate upon a finding by the company that all standards are again satisfied by such person.

5.22.050 Vehicle Requirements.

A. Each taxicab or TNC vehicle shall pass an inspection prior to commencing services in the City, and annually thereafter, by a mechanic certified by the National Institute for Automotive Service Excellence. Taxicab companies and TNCs shall keep records of all such inspections. Such an inspection shall, at a minimum, include inspection of the following components:

1. Foot brakes;
2. Parking brakes;
3. Steering mechanism;
4. Windshield;
5. Rear window and other glass;
6. Windshield wipers;
7. Headlights;
8. Taillights;

9. Turn indicator lights;
10. Stop lights;
11. Front seat adjustment mechanism;
12. Doors (open, close, lock);
13. Horn;
14. Speedometer;
15. Bumpers;
16. Muffler and exhaust system;
17. Condition of tires, including tread depth;
18. Interior and exterior rear view mirrors;
19. Safety belts for driver and passenger(s); and
20. Heating and air conditioning systems.

5.22.060 Insurance Requirements.

A. The owner or operator of every taxicab is to procure, on each taxicab used or to be used in transporting persons for compensation, liability and property damage insurance covering passengers, as well as other persons, from a company licensed in Washington to write bodily injury liability and property damage liability insurance. Such insurance shall be in an amount not less than \$100,000 for any recovery for personal injury by one person, and not less than \$300,000 for all persons receiving personal injury, by reason of one act of negligence, and not less than \$50,000 for damage to property of any person other than the insured. Such insurance shall be maintained in force on each motor vehicle operating pursuant to a Special License issued under this chapter. A \$500,000 combined single limit policy may be substituted.

B. TNCs and all affiliated drivers shall comply with the automobile liability insurance requirements contained in Chapter 48.177 RCW as enacted or hereafter amended.

C. A certificate of insurance for each policy for liability and property damage insurance required herein shall be filed with the License Officer and kept in full force and effect at all times for every vehicle operating pursuant to the Special License issued under this chapter. Failure to maintain insurance as required shall be cause for the revocation of the Special License, and may also result in penalties under RMC 5.22.100(B).

5.22.070 Operational Requirements.

A. Rates. Taxicab drivers shall prominently post rates in each vehicle and charge accordingly. Drivers who solely operate as TNC drivers are exempt from this requirement. The TNC's software application or website shall display for the passenger the applicable rates being charged and the option to receive an estimated fare before the passenger enters the TNC vehicle.

B. Records. TNCs and taxicab companies shall maintain individual records of all trips made by all drivers for no less than one (1) year from the date each trip was provided.

C. Driver Information. Taxicab drivers shall clearly post, in any taxicab operated by the driver, a document displaying his or her name, photograph, driver's license number, and

company affiliation. The TNC's software application or website shall display for the passenger the first name and photograph of the TNC driver.

D. Marking of Vehicles. All taxicabs shall be clearly marked as such and shall include in plain sight the taxicab company name, phone number, and a vehicle identification number. The company name and vehicle identification number shall use letters and numbers a minimum of four (4) inches in height with width proportional. The taxicab company phone number shall use numerals a minimum of two and one half (2 ½) inches in height with the width proportional. Vehicles operated solely by TNC drivers are exempt from the above marking requirements. The TNC's software application or website shall display for the passenger the make, model, and license plate number of the TNC vehicle.

E. Method of Soliciting Rides. Only taxicab drivers are permitted to solicit or accept street hails. TNC drivers shall accept only those rides arranged through a TNC's digital network. TNC drivers shall not solicit or accept street hails.

F. Receipts. Whenever demanded by the passenger, the driver of a taxicab or TNC vehicle shall deliver to the person paying for the hiring of said vehicle, at the time of such payment, a receipt therefor either in hard copy or electronically in legible printing or writing. This receipt shall contain the name of the taxicab company or TNC and its contact information, the name of the driver, any and all items for which a charge is made, the total amount paid, and the date of payment.

G. Zero Tolerance. TNCs and taxicab companies shall implement a zero tolerance policy on the use of drugs or alcohol applicable to any taxicab drivers employed or affiliated with the company and any TNC drivers on a TNC's digital network. Taxicab companies and TNCs shall post notice of the zero tolerance policy on their website, if they have one, along with the procedures to report a complaint about a driver with whom the passenger was matched and for whom the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the ride. If a taxicab company or TNC does not have a website, the company must clearly post the zero tolerance policy and procedures to report a complaint in all taxicabs or TNC vehicles owned or operated by the company and its drivers. Taxicab companies and TNCs shall immediately suspend a driver upon receipt of a passenger complaint alleging a violation of the zero tolerance policy. At a minimum, the suspension shall last for the duration of the investigation.

H. Nothing in this chapter shall prohibit a taxicab company from using an internet online-enabled platform or application to connect passengers with drivers as long as all other requirements for taxicab companies, vehicles, and drivers are met.

5.22.080 Registered Agent Required.

Taxicab companies and TNCs shall maintain a registered agent for service of process in the State of Washington. The name, telephone number, and physical address of the registered agent shall be submitted to the City of Richland at the time of license application. The taxicab company or TNC shall notify the City in writing of any changes to its registered agent during the term of the license.

5.22.090 Audit. No more than twice per license year, the City may audit the taxicab company or TNC's records to review compliance with this chapter. Each audit shall be limited to records relating to twenty (20) percent of randomly selected taxicab or TNC drivers, up to a maximum of twenty (20) drivers, who have operated within the last thirty (30) days in the City of Richland. In the event the audit reveals discrepancies in the records reviewed, the City reserves the right to audit all of the taxicab company or TNC's records related to taxicab or TNC drivers operating in the City. Notwithstanding the foregoing, the City may require the taxicab company or TNC to produce records directly related to an active investigation of a specific allegation of a violation of this chapter.

5.22.100 Revocation, Suspension and Penalties.

A. The License Officer may suspend, revoke or refuse to issue a Special License if the licensee or applicant has violated any of the provisions of this Title. A violation includes, but is not limited to, any and all failures to meet or maintain any of the requirements or qualifications set forth in this chapter for obtaining a Special License, and the making of a materially false statement in the affidavit required under RMC 5.22.020. The decision to suspend, revoke or refuse to issue a Special License may be appealed to the Richland City Council. The City Council's decision on review shall be final.

B. Upon a violation of this chapter, the License Officer may assess a penalty of \$250.00 per violation, up to a maximum of \$10,000.00. The failure of the licensee to pay a penalty as assessed automatically suspends the Special License until such time as the assessment is paid. The License Officer and City Attorney are hereby authorized to use any lawful means to collect penalties assessed under this chapter, including the use of a collection agency. Suspensions, revocations and penalties are suspended during the course of hearing, appeal and review unless the License Officer finds by clear and convincing evidence that the licensee or applicant's claim is meritless.

5.22.110 Enforcement.

The License Officer shall have the administrative authority to implement and enforce this chapter, and may adopt rules and regulations for its administration not inconsistent with this chapter. This provision shall not be construed to abrogate or limit the jurisdiction of the City to enforce any provisions of this chapter or of any other city ordinance, or the Richland Police Department from enforcing all laws relating to motor vehicles or the operation of taxicabs or TNC vehicles.

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

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

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____



TAXICAB COMPANY/TNC SPECIAL LICENSE AFFIDAVIT FORM

Mail: CITY OF RICHLAND, PO BOX 190, RICHLAND, WA 99352
RICHLAND CITY HALL, 505 W SWIFT BLVD., RICHLAND, WA 99352

Questions? Email: CustomerService@ci.richland.wa.us or call (509) 942-1104

COMPANY INFORMATION

Applicant Name _____ WA State UBI# _____ - _____ - _____
Doing Business as (OBA) _____
Owner/Principal Name(s) _____
Physical Address _____
STREET CITY STATE ZIP CODE
Mailing Address _____
(IF DIFFERENT THAN ABOVE) STREET OR PO BOX CITY STATE ZIP CODE
Contact Phone Number _____ Email Address _____

COMPANY ATTESTATIONS

1. *I attest that all drivers operating as drivers on behalf of the applicant, whether as employees or independent contractors, are in and will remain in compliance with all requirements in RMC 5.22.040 "Taxicab and TNC Driver Requirements" while operating vehicles in the City of Richland under the authority of applicant.*
2. *I attest that applicant's vehicles, whether owned by the company or owned by drivers contracted with to provide TNC services, are in and will remain in compliance with all requirements in RMC 5.22.050 "Vehicle Requirements" while in the City of Richland and operating under the authority of applicant.*
3. *I attest that applicant and all drivers operating on behalf of the applicant are in and will remain in compliance with RMC 5.22.060 "Insurance Requirements" while operating in the City of Richland.*
4. *I attest that applicant and all drivers operating on behalf of applicant are in and will remain in compliance with RMC 5.22.070 "Operational Standards" while operating in the City of Richland.*
5. *I attest that I have authority to execute this application on behalf of the company making this application.*

I hereby declare under penalty of perjury of the laws of the State of Washington that the information and attestations contained in this application are accurate and complete. I further understand that making a material false statement in this affidavit may result in suspension or revocation of my company's Special License, or refusal of the City to grant my company a Special License, and may also result in the imposition of monetary penalties as provided in RMC 5.22.100.

Signature of Owner or Authorized Company Representative _____ Date _____

Print Name of Signatory _____ Title _____ Phone # _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 65-16, Amending RMC Title 3: Finance, Chapter 3.24 Funds

Department:

Administrative Services

Ordinance/Resolution Number:

65-16

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 65-16 amending Richland Municipal Code Title 3: Finance, Chapter 3.24: Funds.

Summary:

A review of RMC Chapter 3.24 is performed annually to ensure all active City funds are included in the municipal code. The review provides an opportunity to eliminate closed funds, confirm fund titles with correct descriptions and ensure new funds are added. The City follows the Budgeting Accounting Reporting System (BARS) Manual which states, "fund is defined as a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities and balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions and limitations".

Ordinance 65-16 includes the addition of funds, changes to fund titles, and deletion of the following funds:

- A new fund entitled *BCES Operations Fund* is being added to RMC 3.24.970 to account for the salaries and benefits costs of City employees who operate Benton County Emergency Services (BCES);
- The Revitalization Area for Industry, Science and Education (RAISE) Debt Service Fund listed in RMC 3.24.730 is being renamed to the Local Revitalization Financing (LRF) Debt Service Fund to ensure consistency in the title;
- RMC 3.24.110 through 3.24.140 repeals claims clearing funds that are obsolete and no longer used; and,
- RMC 3.24.950 repeals the Wine Science Center PDA Fund, which is no longer needed.

On November 15, 2016, Council held first reading of the ordinance. Staff recommends approval of Ordinance 65-16.

Fiscal Impact:

No

Attachments:

- I. Proposed Ordinance No. 65-16

ORDINANCE NO. 65-16

AN ORDINANCE of the City of Richland amending Richland Municipal Code Title 3: Finance, Chapter 3.24 to establish a new fund, revise an existing fund, and delete obsolete funds.

WHEREAS, the City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to eliminate or clarify ambiguity; and

WHEREAS, a new fund shall be established for the BCES Operations Fund to account for the salaries and benefits costs of City employees who operate the Benton County Emergency Services (BCES); and

WHEREAS, a fund title and description contained in RMC Chapter 3.24 currently does not accurately reflect the actual use of the fund and should be changed from the RAISE area debt service fund to the Local Revitalization Financing (LRF) debt service fund; and

WHEREAS, the Claims clearing fund is now considered obsolete and may be deleted as it is no longer a practice that is used; and

WHEREAS, the Wine Science Center PDA fund is now considered obsolete and may be deleted as the project is complete and the Development Authority has been terminated.

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

Section 1. Chapter 3.24 of the Richland Municipal Code, as enacted by Ordinance No. 6, and last amended by Ordinance No. 34-14, is hereby amended to read as follows:

Chapter 3.24 FUNDS¹

Sections:

- 3.24.010 General fund – Created.
- 3.24.020 General fund – Use.
- 3.24.030 Central stores fund – Created.
- 3.24.040 Central stores fund – Administration.
- 3.24.050 Central stores fund – Supplies and materials.
- 3.24.060 Central stores fund – Financial control.
- 3.24.070 Central stores fund – Purchases.
- 3.24.080 Central stores fund – Expenditures.
- 3.24.090 Central stores fund – Working capital.
- 3.24.100 Central stores fund – Deposits.
- 3.24.110 ~~Claims clearing fund – Created~~ Repealed.
- 3.24.120 ~~Claims clearing fund – Transfers.~~ Repealed.
- 3.24.130 ~~Claims clearing fund – Payments.~~ Repealed.

3.24.140 ~~Claims clearing fund—Issuance of warrants.~~ Repealed.
 3.24.150 Park reserve fund – Created.
 3.24.160 Park reserve fund – Use.
 3.24.170 Park reserve fund accounts.
 3.24.180 *Repealed.*
 3.24.190 Utility bill clearing fund – Created.
 3.24.200 Utility bill clearing fund – Transfers.
 3.24.210 Utility bill clearing fund – Administration.
 3.24.220 Utility bill clearing fund – Transition.
 3.24.230 Utility bill clearing fund – Working capital.
 3.24.240 Electric utility fund – Created.
 3.24.250 Equipment maintenance fund – Created.
 3.24.260 Equipment replacement fund – Created.
 3.24.270 Equipment funds – Administration.
 3.24.280 Equipment replacement fund – Equipment included.
 3.24.290 Equipment replacement fund – Equipment use charges.
 3.24.300 Equipment funds – Financial control.
 3.24.310 Equipment funds – Purchases.
 3.24.320 Equipment funds – Expenditures.
 3.24.330 Equipment funds – Deposits.
 3.24.340 Health care benefits plan fund.
 3.24.350 Post-employment health care plan fund.
 3.24.360 Police relief and pension fund – Created.
 3.24.370 Firemen's pension fund – Created.
 3.24.380 Unemployment fund.
 3.24.390 Workers compensation fund.
 3.24.400 Salary clearing fund – Created.
 3.24.410 Salary clearing fund – Transfers.
 3.24.420 Salary clearing fund – Payments.
 3.24.430 Salary clearing fund – Issuance of warrants.
 3.24.440 City streets fund – Created.
 3.24.450 City streets fund – Use.
 3.24.460 Water utility fund – Created.
 3.24.470 Wastewater utility fund – Created.
 3.24.480 Solid waste utility fund – Created.
 3.24.490 Stormwater utility fund.
 3.24.500 Industrial development fund – Created.
 3.24.510 Industrial development fund – Use.
 3.24.520 *Repealed.*
 3.24.530 Public works administration and engineering fund.
 3.24.540 Community development block grant program fund – Created – Use.
 3.24.550 Downtown business improvement district fund – Created.
 3.24.560 Downtown business improvement district fund – Distributions.
 3.24.570 Downtown business improvement district fund – Administration.
 3.24.580 Capital improvement fund – Created.
 3.24.590 Capital improvement fund – Use.
 3.24.600 Criminal justice fund.
 3.24.610 Southeast communications center fund.
 3.24.620 Hotel/motel fund.
 3.24.630 Special lodging assessment fund.
 3.24.640 HOME fund.
 3.24.650 Golf course fund.
 3.24.660 Medical service fund.
 3.24.670 Emergency management fund.
 3.24.680 *Repealed.*
 3.24.690 LTGO bonds debt service fund.

3.24.700 Library debt service fund.
 3.24.710 Police station debt service fund.
 3.24.720 Richland Community Center debt service fund.
 3.24.730 ~~RAISE area~~ LRF debt service fund.
 3.24.740 LID guaranty debt service fund.
 3.24.750 Special assessment LID debt service fund.
 3.24.760 PFD facility contingency fund – Created.
 3.24.770 Richland public facilities district fund.
 3.24.780 Park project construction fund.
 3.24.790 Columbia Point master association fund.
 3.24.800 800 MHz project fund.
 3.24.810 General government construction fund.
 3.24.820 Streets capital construction fund – Created.
 3.24.830 Fire station 74 construction fund – Created.
 3.24.840 Hanford Reach Interpretive Center fund.
 3.24.890 Broadband fund – Created.
 3.24.900 Criminal justice sales tax fund – Created.
 3.24.910 Special assessment construction fund.
 3.24.920 Uptown business improvement district fund – Created.
 3.24.930 Uptown business improvement district fund – Distributions.
 3.24.940 Uptown business improvement district fund – Administration.
 3.24.950 ~~Wine Science Center PDA fund – Created.~~ Repealed.
 3.24.960 Fire station 74 debt service fund – Created.
 3.24.970 ~~Repealed~~ BCES operations fund - Created
 3.24.980 Utility deposit fund – Created.
 3.24.990 Microwave fund – Created.

3.24.010 General fund – Created.

There is created the general fund into which shall be placed all monies received by the city unless otherwise provided for. [Ord. 6 § 1.01; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.020 General fund – Use.

The general fund shall be used to pay all warrants drawn for payment of claims and demands against the city unless otherwise provided for. [Ord. 102; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.030 Central stores fund – Created.

There is hereby created the central stores fund to be used as a revolving fund to be expended for the purchase of supplies and materials of kinds which are commonly used by more than one department of the city and for supplies, equipment and salaries required for the administration of the fund. [Ord. 81 § 1.01; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.040 Central stores fund – Administration.

The central stores fund shall be administered by the department of administrative services. [Ord. 81 § 1.02; Ord. 32-97; Ord. 45-05; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.050 Central stores fund – Supplies and materials.

Each department shall pay into the central stores fund monthly an amount equal to the cost of supplies and materials requisitioned by it from the central stores fund, including a proportionate share of the cost of administering the fund. [Ord. 81 § 1.03; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.060 Central stores fund – Financial control.

The finance director shall keep such books, accounts and records as are necessary to control and report the financial operations of the central stores fund. [Ord. 81 § 1.04; Ord. 32-97; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.070 Central stores fund – Purchases.

All purchases made from said fund shall be governed by the Charter and ordinances of the city relating to purchasing. [Ord. 81 § 1.05; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.080 Central stores fund – Expenditures.

Any withdrawals or expenditures from said fund shall be made only upon approved payrolls and vouchers in the city. [Ord. 81 § 1.06; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.090 Central stores fund – Working capital.

The city council may from time to time appropriate money from the general fund to central stores fund to provide adequate capital to enable it to discharge its function. [Ord. 81 § 1.07; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.100 Central stores fund – Deposits.

All monies deposited in said central stores fund and not expended as provided herein shall remain in said fund from year to year and shall not be transferred to any other fund or expended for any purpose whatsoever, except as is herein provided; provided, however, any monies in the fund not needed therein may from time to time be transferred by appropriate action of the council of the city of Richland to the general fund of the city of Richland. [Ord. 81 § 1.08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

~~**3.24.110 Claims clearing fund – Created.**~~

~~There is hereby created a fund, known and designated as the claims clearing fund, into which shall be paid and transferred from the various departments and offices an amount of money equal to the various claims against the city for any purpose. [Ord. 36 § 1.01; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].~~ [Repealed by Ord. 65-16](#)

~~**3.24.120 Claims clearing fund – Transfers.**~~

~~On the last day of each and every month, the finance director is hereby authorized, empowered and directed to transfer from the funds of the various departments and offices to the claims clearing fund sufficient monies to pay the claims against the various departments and offices of the city. [Ord. 36 § 1.02; Ord. 32-97; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].~~ [Repealed by Ord. 65-16](#)

~~**3.24.130 Claims clearing fund – Payments.**~~

~~The claims clearing fund shall be used and payments therefrom shall be made only for the purpose of paying any claims against the city. [Ord. 36 § 1.03; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].~~ [Repealed by Ord. 65-16](#)

~~**3.24.140 Claims clearing fund – Issuance of warrants.**~~

~~The finance director is hereby authorized, empowered and directed to issue warrants on and against said fund in payment of materials furnished, service rendered, or expense or liability incurred by the various departments and offices of the city. Said warrants shall be issued only after there has been filed with the finance director properly certified vouchers, stating the nature of the claim, the amount due or owing and the person, firm or corporation entitled thereto. All warrants issued on or against said fund shall be solely and only for the purposes herein set forth, and shall be payable only out of and from said fund. Each warrant issued under the provisions of this chapter shall have printed upon its face the words "Claims Fund." [Ord. 36 § 1.04; Ord. 32-97; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].~~ [Repealed by Ord. 65-16](#)

3.24.150 Park reserve fund – Created.

There is created the park reserve fund for city parks and for public open spaces devoted to public parks, playgrounds, trails and recreational facilities, into which shall be placed all funds received by the mitigation fees levied on new development, the income from leases on or of park property, and any sale of park property. Items included in the city's annual budget for the park reserve fund may include any gifts and bequests given or bequeathed to the city for the acquisition or development of public open spaces devoted to public parks, playgrounds, and trails, and other recreational purposes. The council may by resolution otherwise designate such funds as may from time to time be received from the sale of nonindustrial lands

to the park reserve fund. [Ord. 76-74 § 1.02; Ord. 52-92; Ord. 07-02; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.160 Park reserve fund – Use.

The park reserve fund for public open spaces shall be used to acquire (by purchase or condemnation) and develop public open spaces devoted to public parks, playgrounds, trails, and recreation facilities. The monies in the fund shall be allowed to accumulate from year to year until the city council shall determine to expend all or a part of the monies in the fund for the specified purpose. [Ord. 76-74 § 1.04; Ord. 52-92; Ord. 07-02; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.170 Park reserve fund accounts.

The park reserve fund shall contain three park zone accounts and an undesignated park account. The three park zone accounts are described as follows:

A. North Richland zone (1) bounded by the existing or future Richland urban growth boundary on the north and northwest, the Yakima River on the west and south and the Columbia River on the east.

B. South Richland zone (2) bounded by the Yakima River on the north, the existing or future Richland urban growth boundary on the west and south and the Richland city limits line on the east with the exception of the development commonly known as Badger Mountain South Planned Community zone.

C. Badger Mountain South Planned Community zone (3) shall be a separate park zone.

D. Proceeds from any leases of or on park property or sale of park property shall be placed in the undesignated park account. Monies received from fees upon new development shall be credited to the park zone account in which the plat or subdivision from which the fees are received is located. [Ord. 07-02; Ord. 25-11 § 1.01; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1; Ord. 12-16 § 1].

3.24.180 Library fund.

Repealed by Ord. 34-14. [Ord. 67 § 1.05; Ord. 181; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1].

3.24.190 Utility bill clearing fund – Created.

There is hereby created a fund, known and designated as the utility bill clearing fund, into which shall be paid all sums received from the sale of water, electricity, wastewater, solid waste, stormwater and medical services and for any other public utility service furnished by the city. [Ord. 82 § 1.01; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.200 Utility bill clearing fund – Transfers.

On the first regular business day of each month, the finance director is authorized, empowered and directed to transfer from the utility bill clearing fund to each of the utility departments the total amount billed during the preceding month for services rendered for water, electricity, wastewater, solid waste disposal and collection, stormwater and medical services for each such department. Appropriate adjustments shall be made to reflect bills uncollected. [Ord. 82 § 1.02; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1; amended during 12/14 supplement].

3.24.210 Utility bill clearing fund – Administration.

The finance director shall keep a full and careful record of receipts and transfers with respect to each utility department. No warrants shall be issued against the utility bill clearing fund. The fund shall be used only to facilitate the billing and collection of utility accounts. [Ord. 82 § 1.03; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.220 Utility bill clearing fund – Transition.

Utility bills assigned to the city for collection for water or electricity sold or services rendered by the General Electric Company prior to the transfer to the city of such functions shall be paid into the utility bill clearing fund and the amounts collected shall be transferred to the general fund, notwithstanding any other

provisions of this chapter. [Ord. 82 § 1.04; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.230 Utility bill clearing fund – Working capital.

The city council may appropriate from the general fund for the utility bill clearing fund from time to time such amounts as are reasonably necessary to enable the fund to function as a revolving fund. Any amount so appropriated as is excess to the needs of the utility clearing fund shall be returned to the general fund. [Ord. 82 § 1.05; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.240 Electric utility fund – Created.

All revenues collected by the city from sale of electric energy or for services rendered by the department under the provisions of this code shall be deposited in the treasury of the city in a separate account to be known as the electric fund. All warrants for purchase of electric energy, for salaries, materials, supplies, equipment, and repairs relating to sale of electric energy by the city shall be paid out of such fund. [Ord. 90 § 9.01; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.250 Equipment maintenance fund – Created.

There is hereby created the equipment maintenance fund to be used as a revolving fund to be expended for salaries, wages and operations required for the repair, maintenance and operation of equipment and the purchase of equipment, materials and supplies to be used in the administration and operation of the fund. [Ord. 137 § 1.01; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.260 Equipment replacement fund – Created.

There is hereby created the equipment replacement fund to be used as a revolving fund to be expended for the purchase of new equipment and for replacement of existing equipment. [Ord. 137 § 1.02; Ord. 1-95; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.270 Equipment funds – Administration.

The equipment maintenance fund and the equipment replacement fund shall be administered by the administrative services department. [Ord. 137 § 1.03; Ord. 1-95; Ord. 45-05; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.280 Equipment replacement fund – Equipment included.

All trucks, passenger cars and equipment belonging to the city may be in an equipment replacement fund operated by the administrative services department within said funds. [Ord. 137 § 1.04; Ord. 1-95; Ord. 45-05; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.290 Equipment replacement fund – Equipment use charges.

Each department shall pay into the equipment replacement fund monthly a charge for replacement based on the estimated useful life of the equipment and for the purchase of new equipment subject to budgetary availability. [Ord. 137 § 1.05; Ord. 1-95; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.300 Equipment funds – Financial control.

The finance director shall keep such books, accounts and records as are necessary to control and report the financial operations of the equipment maintenance fund and the equipment replacement fund. [Ord. 137 § 1.06; Ord. 1-95; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.310 Equipment funds – Purchases.

All purchases made from said funds shall be governed by the Charter and ordinances of the city relating to purchasing. [Ord. 137 § 1.07; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.320 Equipment funds – Expenditures.

Any withdrawals or expenditures from said equipment maintenance fund shall be made only upon approved payrolls and vouchers of the city. Any expenditure from the equipment replacement fund shall be made

only upon approved vouchers of the city. [Ord. 137 § 1.08; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.330 Equipment funds – Deposits.

All monies deposited in the equipment maintenance fund and in the equipment replacement fund, including amounts included therefor in the annual budget of the city, and not expended as in this code provided, shall remain in the respective funds from year to year and shall not be transferred to any other fund or expended for any purpose whatsoever, except as in this code provided; provided, however, that any money in the equipment replacement fund not needed therein may from time to time be transferred by appropriate action of the city council to the appropriate funds of the city. [Ord. 137 § 1.09; Ord. 1-95; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.340 Health care benefits plan fund.

There is created a health care benefits plan fund into which shall be placed health, vision, disability and dental insurance premiums and reserves, and such other funds as may be available therefor, and from which shall be paid all health, dental and vision insurance claims, administrative costs, wellness program costs and expenses deemed appropriate by the city council. [Ord. 2-83 § 1.01; Ord. 5-90; Ord. 32-97; Ord. 25-08; Ord. 33-11 § 2; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.350 Post-employment health care plan fund.

There is hereby created a post-employment health care plan fund into which shall be placed health insurance premiums paid by retirees and payments by the city on behalf of current and future retirees for the purpose of paying health care insurance premiums for eligible retirees. [Ord. 25-08; Ord. 33-11 § 2; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.360 Police relief and pension fund – Created.

There is hereby created and established a police relief and pension fund into which shall be placed such monies as required or authorized by Chapter 41.20 RCW, and which shall be used as required or authorized by that chapter. [Ord. 31 § 1.02; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.370 Firemen's pension fund – Created.

There is hereby created and established a firemen's pension fund into which shall be placed such monies as required or authorized by Chapters 41.16 and 41.18 RCW, and which shall be used as required or authorized by those chapters. [Ord. 30 § 1.02; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.380 Unemployment fund.

There is created an unemployment fund into which shall be placed funds appropriated in the city budget for such purpose and such other funds as may be available therefor, and from which shall be paid all unemployment compensation claims and administrative costs. [Ord. 2-83 § 1.02; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.390 Workers compensation fund.

There is created a workers compensation fund into which shall be placed such monies as shall from time to time be appropriated or budgeted in amounts sufficient in the determination of the finance director to pay estimated uninsured losses resulting from claims against the city and from which shall be paid such amounts as shall be required for the payment of such uninsured losses. Monies shall also be used to pay for assessments from the state, excess loss premiums and preventive education programs and expenses deemed appropriate by the city council, provided reserves are adequately funded. [Ord. 37-78 § 1.01; Ord. 5-90; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.400 Salary clearing fund – Created.

There is hereby created a fund, known and designated as the salary clearing fund, into which shall be paid and transferred from the various departments and offices an amount of money equal to the various salaries, wages and other compensations due city employees. [Ord. 35 § 1.01; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.410 Salary clearing fund – Transfers.

On the last day of each and every month, the finance director is hereby authorized, empowered and directed to transfer from the funds of the various departments and offices to the salary clearing fund sufficient funds to pay the salaries, wages and other compensations of the employees of the various departments and offices of the city for that month. [Ord. 35 § 1.02; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.420 Salary clearing fund – Payments.

The salary clearing fund shall be used and payments therefrom shall be made only for the purpose of paying and compensating employees of the city for services rendered, and paying employee deductions to those persons, agencies, organizations and funds entitled to such payments. [Ord. 35 § 1.03; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.430 Salary clearing fund – Issuance of warrants.

The finance director is hereby authorized, empowered and directed to issue warrants on and against said fund for payments authorized by RMC 3.24.410. Said warrants shall be issued only after there has been filed with the finance director properly certified payrolls, due bills, or time certificates stating the nature of the services rendered, the amount due or owing and the persons entitled thereto. All warrants issued on or against said fund shall be solely and only for the purpose herein set forth and shall be payable only out of and from said fund. Each warrant issued under the provisions of this section shall have printed upon its face the words "Salary Clearing Fund." [Ord. 35 § 1.04; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.440 City streets fund – Created.

There is hereby created a city streets fund into which shall be placed motor vehicle license fees, gas tax and all other state and city revenue and monies intended to be used for highway or street purposes. [Ord. 7 § 1.01; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.450 City streets fund – Use.

The city streets fund shall be used to pay all warrants drawn for the payment of salaries and wages, material, supplies, equipment, purchase or condemnation of right-of-way, engineering or any other purpose in connection with construction, alteration, repair, improvement, or maintenance of any city street or bridge, or viaduct or underpass along, upon or across such streets. Such expenditures may be made either independently or in conjunction with any federal, state or county funds. [Ord. 7 § 1.02; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.460 Water utility fund – Created.

There is created in the treasury of the city a special fund to be known as the water utility fund. Any and all revenues received from charges for services rendered by the department shall be credited to said fund, and all warrants for salaries, material, supplies and equipment and repair of the water system shall be paid out of such fund. Approved construction projects for the water utility will be paid from this fund. [Ord. 80 § 9.01; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.470 Wastewater utility fund – Created.

There is created in the treasury of the city a special fund to be known as the wastewater utility fund. Any and all revenues received from the sale of byproducts of the wastewater treatment plant, or from any other source for rental, use or services rendered by the municipal wastewater system shall be credited to the fund; and all warrants for salaries, materials, supplies and equipment and repair of the municipal wastewater system shall be paid out of such fund. Approved construction projects for the wastewater utility will be paid from this fund. [Ord. 77 § 18.01; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.480 Solid waste utility fund – Created.

There is created in the treasury of the city a special fund to be known as the solid waste utility fund. Any and all revenues from contracts for scavenging and garbage rights, from sale of any refuse, and from charges for services rendered by the city under the provisions of this section and RMC Title 15 shall be credited to the fund; and all warrants for salaries, materials, supplies, equipment and repairs relating to

refuse disposal shall be paid out of such fund. Approved construction projects for the solid waste utility fund will be paid from this fund. [Ord. 79 § 1.01; Ord. 830 § 1.01; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.490 Stormwater utility fund.

There is hereby created a fund, known and designated as the stormwater utility fund, into which shall be deposited various monies received by the city of Richland for stormwater utility charges as set forth in RMC Title 16. This revenue and such other revenues as may be available to the stormwater utility fund will be used to pay the expenses of the stormwater utility program as set forth in RMC Title 16. Approved construction projects for the stormwater utility will be paid from this fund. [Ord. 9-98; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.500 Industrial development fund – Created.

There is created an industrial development fund into which shall be placed the proceeds from the sale of city real property. [Ord. 109 § 1.04; Ord. 769 § 1.03; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.510 Industrial development fund – Use.

The industrial development fund shall be used for purposes of industrial development. The proceeds from the sale of city real property shall accumulate for the purchase and construction of major capital improvements, including financial support for industrial development activities. Use of this fund shall be approved by the city council prior to its expenditure. The net receipts from the sale of city-owned property shall be deposited into this fund; however, if the sold property had been park land, such receipts shall be deposited in the park reserve fund. The receipts deposited shall then reimburse the various utility and all other pertinent accounts for contributed infrastructure, land acquisition costs and promotional expenses as the ratio of various funds' investment bear to the total investment in the parcel as a whole. Such reimbursement shall be limited to the respective funds' total investment in the subject parcel. Such reimbursement procedure shall be further described in the administrative policies. [Ord. 109 § 1.05; Ord. 396 § 1.01; Ord. 769 § 1.03; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.520 I-Net fund.

Repealed by Ord. 34-14. [Ord. 47-03; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1].

3.24.530 Public works administration and engineering fund.

There is hereby created a fund, known and designated as the public works administration and engineering fund, into which shall be deposited various monies received by the city for the engineering projects, administrative and engineering services charges from other funds and such other funds as may be available therefor, for the expenses related to the public works administration and engineering fund and from which shall be paid the expenses for the public works administration and engineering fund. [Ord. 45-05; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.540 Community development block grant program fund – Created – Use.

There is hereby created a fund, known and designated as the community development block grant program fund, into which shall be paid various federal or state monies received by the city of Richland for community development programs such as the 1974 Housing and Urban Development Title 1 program. Appropriations from the fund may be made by the city council of Richland for projects as approved by them. Warrants may be drawn upon the fund for purposes as provided in this section and to the extent that funds are available. [Ord. 21-75 § 1.02; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.550 Downtown business improvement district fund – Created.

There is hereby created a fund, known and designated as the downtown business improvement district fund (DBID), into which shall be paid all DBID revenues from special assessments levied under the authority of Chapter 35.87A RCW, gifts and donations for the DBID fund, monies for expenditures made and reimbursements due to the DBID fund, and interest and all other income from the investment of deposits according to established city procedures and policies. [Ord. 32-03; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.560 Downtown business improvement district fund – Distributions.

On the first regular business day of each month, the finance director is authorized, empowered and directed to distribute from the DBID fund the total amount of special assessments collected for the district under RCW 35.87A.130 and Richland Ordinance No. 29-03 during the preceding month. [Ord. 32-03; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.570 Downtown business improvement district fund – Administration.

The finance director shall keep a full and careful record of receipts and distributions with respect to each district within the downtown business improvement district fund. [Ord. 32-03; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.580 Capital improvement fund – Created.

There is created a special accounting fund to be known as the “capital improvement fund” into which fund there shall be placed all proceeds received from the county treasurer from the city of Richland one-half of one percent real estate excise tax (REET). [Ord. 28-86; Ord. 41-93; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.590 Capital improvement fund – Use.

This capital improvement fund which includes the one-half of one percent real estate tax shall be used only for local improvements, including those listed in RCW 35.43.040, and for capital projects defined by RCW 82.46.010(6). [Ord. 28-86; Ord. 41-93; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.600 Criminal justice fund.

There is hereby created a special accounting fund to be known as the criminal justice fund into which there shall be placed all monies received from the state of Washington for criminal justice. Monies are intended to be used for funding activities relating to the enforcement and administration of the criminal law. [Ord. 3-91; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.610 Southeast communications center fund.

There is hereby created a special accounting fund to be known as the Southeast communications center fund into which there shall be placed all proceeds received for emergency dispatch services and various monies received by the city of Richland for emergency dispatch services and such other funds as may be available therefor for expenses related to emergency dispatch services and from which shall be paid the expenses of emergency dispatch services. [Ord. 47-91; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.620 Hotel/motel fund.

There is hereby created a special accounting fund to be known as the hotel/motel fund into which there shall be placed all monies received from the state of Washington for excise tax on lodging. Monies are intended to be used for activities, operations and expenditures designed to increase tourism and for acquisition and/or operation of tourism-related facilities. [Ord. 37-09 § 1.02; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.630 Special lodging assessment fund.

There is hereby created a special accounting fund to be known as the special lodging assessment fund into which there shall be placed all monies received from the state of Washington for the levy of a special assessment tax on lodging. Monies are distributed to a third party facilitator for the tourism promotion area, to be used for projects that promote tourism and convention business in the city. [Ord. 37-09 § 1.02; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.640 HOME fund.

There is hereby created a fund, known and designated as the HOME fund, into which shall be deposited various monies received by the city of Richland for the HOME program and such other funds as may be available therefor for the expenses related to the HOME program and from which shall be paid the expenses of the HOME program. [Ord. 45-96; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.650 Golf course fund.

There is hereby created a fund, known and designated as the golf course fund, into which shall be deposited various monies received from charges for golf course services rendered by the city of Richland and such other funds as may be available therefor for the expenses related to the golf course fund and from which shall be paid the expenses of golf course services. [Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.660 Medical service fund.

There is hereby created a fund, known and designated as the medical service fund, into which shall be deposited various monies received from ambulance household charges and ambulance services rendered by the city of Richland and such other funds as may be available therefor for the expenses related to the medical service fund and from which shall be paid the expenses of medical services. [Ord. 32-97; Ord. 58-99; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.670 Emergency management fund.

There is hereby created a fund, known and designated as the emergency management fund, into which shall be deposited various monies received by the city of Richland for emergency management services and such other funds as may be available therefor for expenses related to the emergency management services and from which shall be paid the expenses of emergency management services. [Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.680 Fire and swim refunding debt service fund.

Repealed by Ord. 36-12. [Ord. 45-96; Ord. 32-97; Ord. 25-08].

3.24.690 LTGO bonds debt service fund.

There is hereby created a fund, known and designated as the LTGO bonds debt service fund, into which shall be deposited various monies received by the city of Richland for payments of debt service on certain limited tax general obligation bonds. [Ord. 34-98; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.700 Library debt service fund.

There is hereby created a fund, known and designated as the library debt service fund, into which shall be deposited monies received by the city of Richland from property taxes for the debt service payments on the 2007 unlimited tax general obligation bonds, issued to pay for the construction of improvements and expansion of the Richland library. [Ord. 36-07; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.710 Police station debt service fund.

There is hereby created a fund, known and designated as the police station debt service fund, into which shall be deposited various monies received by the city of Richland from property taxes for the debt service payments on the 1999 unlimited tax general obligation bonds, issued to pay for construction of the Richland police station. [Ord. 44-99; Ord. 25-08; Ord. 33-11 § 3; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.720 Richland Community Center debt service fund.

There is hereby created a fund, known and designated as the Richland Community Center debt service fund, into which shall be deposited various monies received by the city of Richland from property taxes for the debt service payments on the 2000 unlimited tax general obligation bonds, issued to pay for construction of the Richland Community Center. [Ord. 25-00; Ord. 25-08; Ord. 33-11 § 3; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.730 ~~RAISE-area~~ LRF debt service fund.

There is hereby created a fund, known and designated as the ~~RAISE-area~~ LRF (Local Revitalization Financing) debt service fund, into which shall be deposited monies received by the city of Richland and other participants for tax increment financing from both property tax and sales tax in the City-designated Revitalization Area for Industry, Science and Education (RAISE) ~~area~~. Funds will be used to pay the debt

service on general obligation bonds issued to pay for infrastructure improvements in the RAISE area. [Ord. 37-09 § 1.03; Ord. 33-11 § 4; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.740 LID guaranty debt service fund.

There is hereby created a fund, known and designated as the LID guaranty debt service fund. The purpose of the LID guaranty fund is to guarantee payment of local improvement bonds and obligations issued to pay for local improvements ordered in the city. Pursuant to RCW 35.54.095, the fund maintains a reserve of 10 percent of the outstanding obligations of the special assessment LID debt service fund. Monies received from the sale of LID foreclosure property and special guaranty fund assessments are accounted for in this fund. [Ord. 37-09 § 1.04; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.750 Special assessment LID debt service fund.

There is hereby created a special accounting fund to be known as the special assessment LID debt service fund. The purpose of the special assessment LID debt service fund is to account for monies received for annual LID assessments and the payment of LID bonds and loans issued to fund the construction of local improvement districts. [Ord. 37-09 § 1.04; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.760 PFD facility contingency fund – Created.

There is hereby created a special accounting fund to be known as the PFD facility contingency fund. The purpose of the PFD facility contingency fund is to account for monies received from the public facility district per the facility contingency agreement. Monies will be collected and distributed per the agreement. [Ord. 34-14 § 1].

3.24.770 Richland public facilities district fund.

There is hereby created a fund known and designated as the Richland public facilities district fund into which shall be deposited a local sales tax of up to 0.0333 percent which would be a credit against the state sales tax and various monies received by the city of Richland for the Richland public facilities district fund, and such other funds as may be available therefor, for the expenses related to the Richland public facilities district and from which shall be paid the expenses for the Richland public facilities district. [Ord. 39-02; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.780 Park project construction fund.

There is hereby created a fund, known and designated as the park project construction fund, into which shall be deposited various monies received from grants and other financing sources related to the park project construction fund, and such other funds as may be available therefor, for the expenses related to the park project construction fund and from which shall be paid the expenses for park project construction. [Ord. 47-03; Ord. 25-08; amended during 2011 recodification; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.790 Columbia Point master association fund.

There is hereby created a fund, known and designated as the Columbia Point master association fund, into which shall be deposited various monies received from the owner of each tract of Columbia Point including the city of Richland for such purpose, and other such funds as may be available therefor, and from which shall be paid expenses for the Columbia Point master association and other related costs. [Ord. 49-99; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.800 800 MHz project fund.

There is hereby created a fund, known and designated as the 800 MHz project fund, into which shall be deposited various monies received by the city of Richland for the 800 MHz project fund, and such other funds as may be available therefor, for the expenses related to the 800 MHz project and from which shall be paid the expenses for the 800 MHz project. [Ord. 42-00; Ord. 25-08; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.810 General government construction fund.

There is hereby created a fund, known and designated as the general government construction fund, into which shall be deposited monies from various sources including grants, loans or bonds and other funds as

may be available therefor for the expenses related to general government construction projects. [Ord. 37-09 § 1.05; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.820 Streets capital construction fund – Created.

There is hereby created a fund, known and designated as the streets capital construction fund, into which shall be deposited monies from various sources including grants, loans or bonds and other funds as may be available therefor for the expenses related to streets capital construction projects. [Ord. 34-14 § 1].

3.24.830 Fire station 74 construction fund – Created.

There is hereby created a fund, known and designated as the fire station 74 construction fund, into which shall be deposited monies from various sources including grants, loans or bonds and other funds as may be available therefor for the expenses related to the construction of fire station 74. [Ord. 34-14 § 1].

3.24.840 Hanford Reach Interpretive Center fund.

There is hereby created a fund, known and designated as the Hanford Reach Interpretive Center fund, into which shall be deposited various monies received from bonds, grants, donations and other financing sources related to the creation of the Hanford Reach Interpretive Center facility. The Hanford Reach Interpretive Center fund accounts for infrastructure and construction costs associated with the project, which is owned and supported by the Richland Public Facility District. [Ord. 33-11 § 5; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.890 Broadband fund – Created.

There is hereby created in the treasury of the city a special fund to be known as the broadband fund. Any and all revenues received from the sale of services of the broadband system, or from any other source for rental, use or services rendered by the municipal broadband system, shall be credited to the fund; and all expenditures for salaries, materials, supplies and equipment and repair of the municipal broadband system shall be paid out of such fund. Approved construction projects for the broadband system will be paid from this fund. [Ord. 22-09; Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.900 Criminal justice sales tax fund – Created.

There is hereby created a special accounting fund to be known as the criminal justice sales tax fund into which there shall be placed all monies received from the state of Washington for a special criminal justice sales tax of three-tenths of one percent effective January 1, 2015. The tax was approved by Benton County voters in August of 2014 and will sunset after 10 years. Monies are intended to be used for funding activities relating to the enforcement and administration of the criminal law. [Ord. 34-14 § 1].

3.24.910 Special assessment construction fund.

There is hereby created a fund, known and designated as the special assessment construction fund, into which shall be deposited various monies received by the city of Richland for construction projects financed by special assessments, as authorized through the formation of local improvement districts, and such other funds for the expenses related to construction of the local improvements and other expenses associated with such projects. Distinct managerial subfunds may be maintained within the city's accounting system to separately account for each local improvement district. The combined total of these subfunds shall be presented as one legal fund for budgeting and external financial reporting purposes. [Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1; Ord. 19-15 § 1].

3.24.920 Uptown business improvement district fund – Created.

There is hereby created a fund, known and designated as the uptown business improvement district fund (UBID), into which shall be paid all UBID revenues from special assessments levied under the authority of Chapter 35.87A RCW, gifts and donations for the uptown business improvement district fund, monies for expenditures made and reimbursements due to the fund, and interest and all other income from the investment of deposits according to established city procedures and policies. [Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.930 Uptown business improvement district fund – Distributions.

On the first regular business day of each month, the finance director is authorized, empowered and directed to distribute from the UBID fund the total amount of special assessments collected for the district under

RCW 35.87A.130 and Richland Ordinance No. 29-03 during the preceding month. [Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.940 Uptown business improvement district fund – Administration.

The finance director shall keep a full and careful record of receipts and distributions with respect to the uptown business improvement district fund. [Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

~~**3.24.950 Wine Science Center PDA fund – Created.**~~

~~There is hereby created a fund, known and designated as the Wine Science Center PDA fund, into which shall be deposited various monies received on behalf of the Wine Science Center Public Development Authority (WSCPDA), a public development authority sanctioned by the state of Washington, related to the creation of the Wine Science Center facility. The Wine Science Center PDA fund will account for preconstruction and design costs associated with the project. [Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].~~ [Repealed by Ord. No. 65-16](#)

3.24.960 Fire station 74 debt service fund – Created.

There is hereby created a fund, known and designated as the fire station 74 debt service fund, into which shall be deposited monies received by the city of Richland for an increase in electric utility tax specifically for the debt service payments on the bonds for fire station 74. General obligation bonds will be issued to pay for construction costs for fire station 74. [Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

~~**3.24.970 LID 196 Torbett Mahan construction fund – Created.**~~ **[BCES operations fund - Created.](#)**

~~There is hereby created a fund, known and designated as the BCES Operations Fund, which shall account for the salaries and benefits costs of City employees who operate the Benton County Emergency Services (BCES). The City's costs are reimbursed through an operating contract agreement with BCES. Repealed by Ord. 34-14. [Ord. 37-13 § 1; Ord. 07-14 § 1].~~ [\[Ord. 65-16§ 1\].](#)

3.24.980 Utility deposit fund – Created.

There is hereby created a fund known and designated as the utility deposit fund into which shall be deposited various monies received by the city of Richland for utility service deposits paid by users of the city's utility services as defined by RMC 3.26.010. [Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1].

3.24.990 Microwave fund – Created.

There is hereby created a fund, known and designated as the microwave fund, into which there shall be deposited various monies received by the city of Richland for microwave services and such other funds as may be available for expenses related to microwave services. [Ord. 07-14 § 1].

¹Prior legislation: Ords. 20-75, 21-82, 18-90, 56-93 and 14-95.

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 6th day of December, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: December 11, 2016



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Ordinance No. 66-16, Amending RMC Chapter 11.30, Stopping, Standing, or Parking Restricted or Prohibited

Department:
Public Works

Ordinance/Resolution Number:
66-16

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 66-16, amending RMC Chapter 11.30, Stopping, Standing, or Parking Restricted or Prohibited.

Summary:

The Reatta Ridge development was approved and constructed as a Benton County project prior to annexation into the City in 2010. The streets in this development were constructed as 24-foot wide roadways with gravel shoulders and roadside ditches. This width does not allow for on-street parking on either side. In addition, the Sunshine Ridge plat was approved this year, which extended one of these streets to the same width requirements.

The Westcliffe Phase 15 plat was recently approved with a street constructed to the City's single-frontage roadway standard which only accommodates parking on one side. Therefore, parking needs to be restricted on the side opposite the house frontages to allow for a minimum passage width of 20 feet for emergency vehicles.

The Stevens Drive Extension project extended Stevens Drive from Lee Boulevard to Wellsian Way. This is a 3-lane Minor Arterial roadway with bike lanes on both sides which does not provide for on-street parking.

The Duportail Street Extension project extended Duportail Street from Thayer Drive to Wellsian Way. This section of roadway was also designed with bike lanes on both sides which does not provide for on-street parking.

Finally, a request was received by the property owner at 324 Wellhouse Loop to restrict parking on the west side of Wellhouse Loop in front of his property to provide safe entry and exit of large RV's and trailers onto Wellhouse Loop.

First reading of Ordinance No. 66-16 occurred at the November 15, 2016 City Council meeting. No exceptions were taken. Staff recommends approval of Ordinance 66-16 for second reading and passage.

Fiscal Impact:

Funds to erect the signs are collected from developers as each phase of a subdivision is finalized. Signs for capital projects are included in the project cost and installed by the contractor. The Streets Division operating budget will fund the installation and placement of signs in the areas that have been annexed.

Attachments:

- I. Ordinance No 66-16

ORDINANCE NO. 66-16

AN ORDINANCE OF THE CITY OF RICHLAND
Amending Chapter 11.40: Schedules of Designated Streets of
the Richland Municipal Code for the purpose of prohibiting on-
street parking on various City streets.

WHEREAS, new streets have been constructed in the Sunshine Ridge plat that are 24-feet wide which do not allow for parking on either side; and

WHEREAS, a new street was constructed in Westcliffe Phase 15 with single-frontage that is designed to have on-street parking on one side only; and

WHEREAS, Stevens Drive is a Minor Arterial street that was extended from Lee Boulevard to Wellsian Way with bike lanes on both sides and no provisions for on-street parking; and

WHEREAS, Duportail Street is a Minor Arterial street that was extended from Thayer Drive to Wellsian Way with bike lanes on both sides and no provisions for on-street parking; and

WHEREAS, the property owner at 324 Wellhouse Loop has requested that on-street parking be restricted on the west side of Wellhouse Loop across from his property to allow for large vehicles to be able to enter/exit his property safely.

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

Section 1. Richland Municipal Code Section 11.40.030, entitled Schedule III – Parking prohibited at all times of certain streets, as enacted by Ordinance No. 413, and last amended by Ordinance No. 25-16, is hereby amended to read as follows:

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

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

1. North side of Aaron Drive from 1,150 feet south of Abbot Street to ~~SR-240 Goethals Drive~~;

2. South side of Aaron Drive from Goethals Drive to SR-240;

3. Both sides of Allison Way;

~~24.~~ Both sides of Amon Park Drive from 330 feet north of Lee Boulevard to 830 feet north of Lee Boulevard;

~~35.~~ Both sides of Amon Park Drive north of Newton Street;

- ~~4~~6. East side of Amon Park Drive from Lee Boulevard to 385 feet south of Lee Boulevard;
- ~~5~~7. West side of Amon Park Drive from Lee Boulevard to 760 feet south of Lee Boulevard;
- ~~6~~8. South side of Banyon Street;
- ~~7~~9. East side of Barth Avenue from Falley Street to Benham Street;
- ~~8~~10. Both sides of Bellerive Drive from 200 feet north of Gage Boulevard to 200 feet south of Gage Boulevard;
- ~~9~~11. South side of Benham Street from George Washington Way to Goethals Drive;
- ~~10~~12. East side of Bernard Avenue from Davenport Street to Comstock Street;
- ~~11~~13. Both sides of Bradley Boulevard;
- ~~12~~14. East side of Casey Avenue from Comstock Street to Benham Street;
- ~~13~~15. South and east side of Chelan Loop from Wishkah Drive to the end of road;
- ~~14~~16. North side of Cherokee Street;
- ~~15~~17. Columbia Center Boulevard from Columbia Park Trail to Fowler Street;
- ~~16~~18. South side of Columbia Park Trail from Columbia Center Boulevard to 1,040 feet east of Columbia Center Boulevard;
- ~~17~~19. Both sides of Columbia Point Drive from George Washington Way to the southerly entrance of Columbia Point Marina Park;
- ~~18~~20. Both sides of Comstock Street from George Washington Way to Bradley Boulevard;
- ~~19~~21. South side of Comstock Street from George Washington Way to Goethals Drive;
- ~~20~~22. East side of Craighill Avenue from Davenport Street to Comstock Street;
- ~~21~~23. North side of Davenport Street from George Washington Way to Goethals Drive;
- ~~22~~24. Both sides of Duportail Street from State Route 240 to Riverstone Drive;
- ~~23~~25. Northwest side of Duportail Street from Riverstone Drive to 80 feet southwest of Riverstone Drive;
- ~~24~~26. North side of Duportail Street from Wright Avenue to Hartford Street;
27. Both sides of Duportail Street from Thayer Drive to Wellsian Way;
- ~~25~~28. East side of Elementary Street from Keene Road to 280 feet north of Keene Road;
- ~~26~~29. West side of Elementary Street from Keene Road to 210 feet north of Keene Road;
- ~~27~~30. North side of Endress Street from Jadwin Avenue to 100 feet west of Abert Street;
- ~~28~~31. South side of Endress Street from Abert Street to 100 feet west of Abert Street;

- ~~29~~32. South side of Falley Street from George Washington Way to Jadwin Avenue;
- ~~30~~33. West side of Farrell Lane from Torbett Street to Williams Boulevard;
- ~~31~~34. North side of Fort Street;
- ~~32~~35. North side of Fowler Street from Columbia Center Boulevard to Florida Avenue;
- ~~33~~36. South 70 feet of Frankfort Street starting 150 feet west of Wright Avenue;
- ~~34~~37. North side of Gage Boulevard from 550 feet east of Leslie Road to 670 feet west of Keene Road;
- ~~35~~38. South side of Gage Boulevard from Steptoe Street to 3,590 feet west of Keene Road;
39. West side of Genoa Lane from Meadow Hills Drive to 280 feet south of Meadow Hills Drive;
- ~~36~~40. Both sides of George Washington Way from 400 feet south of Spengler Street to Horn Rapids Road;
- ~~37~~41. East side of George Washington Way from Columbia Point Drive to 400 feet north of McMurray Street;
- ~~38~~42. West side of George Washington Way from 110 feet south of Falley Street to 400 feet north of McMurray Street;
- ~~39~~43. West side of George Washington Way from Adams Street to 230 feet north of Adams Street;
- ~~40~~44. East side of Gillmore Avenue from Swift Boulevard to Goethals Drive, except from 1,290 feet north of Swift Boulevard to 1,590 feet north of Swift Boulevard;
- ~~41~~45. West side of Gillmore Avenue from Swift Boulevard to Goethals Drive, except from 840 feet north of Swift Boulevard to 1,515 feet north of Swift Boulevard;
- ~~42~~46. North side of Glen Briar Lane from Riverstone Drive to Tanglewood Drive;
- ~~43~~47. Both sides of Goethals Drive from Gillmore Avenue to Williams Boulevard;
- ~~44~~48. Both sides of Goethals Drive from Swift Boulevard to 680 feet north of Swift Boulevard;
- ~~45~~49. East side of Goethals Drive from Swift Boulevard to 300 feet south of Swift Boulevard;
- ~~46~~50. West side of Goethals Drive from Swift Boulevard to Mansfield Street;
- ~~47~~51. West side of Goethals Drive from Symons Street to 350 feet south of Symons Street;
- ~~48~~52. West side of Goethals Drive from Van Giesen Street to Torbett Street;
- ~~49~~53. North side of Greentree Court;
- ~~50~~54. East side of Guyer Street from Williams Boulevard to 730 feet south of Williams Boulevard;

~~51~~55. West side of Guyer Street from 330 feet south of Williams Boulevard to 830 feet south of Williams Boulevard;

~~52~~56. East side of Hains Avenue from 250 feet south of Van Giesen Street to a point 500 feet from George Washington Way;

~~53~~57. East side of Hains Avenue from Van Giesen Street to 275 feet south of Van Giesen Street;

~~54~~58. Both sides of Harris Avenue from Sprout Road to 150 feet south of Sprout Road;

~~55~~59. East side of Harris Avenue from Snyder Road to Saint Street;

~~56~~60. West side of Haupt Avenue from Thomas Street to George Washington Way;

~~57~~61. South side of Ferrara Lane from Sicily Lane to the end of the curve 570 feet east of Sicily Lane;

~~58~~62. East side of Hunt Avenue from North Gaillard Place to George Washington Way;

~~59~~63. West side of Hunt Avenue from 275 feet southwest of Davison Street to 175 feet north of Gaillard Place;

~~60~~64. West side of Jadwin Avenue from 200 feet south of McMurray Street to Stevens Drive;

~~61~~65. West side of Jadwin Avenue from 340 feet north of Torbett Street to 255 feet south of Torbett Street;

~~62~~66. East side of Jadwin Avenue from George Washington Way to Stevens Drive, except from 325 feet north of McMurray Street to 395 feet north of McMurray Street;

~~63~~67. West side of Jadwin Avenue between the bypass and the Shelterbelt and east side of Jadwin from the bypass to 150 feet north of the bypass;

~~64~~68. West side of Jadwin Avenue from Knight Street to George Washington Way except from 35 feet south of Knight Street to 85 feet south of Knight Street;

~~65~~69. West side of Jadwin Avenue from Symons Street to 180 feet south of Mansfield Street;

~~66~~70. West side of Jadwin Avenue from 260 feet south of Mansfield Street to Knight Street except from 160 feet north of Knight Street to 60 feet north of Knight Street;

~~67~~71. East side of Jason Loop and included, along the loop interior lots and tracts;

72. Both sides of Karlee Drive;

~~68~~73. East side of Kimball Street from 225 feet south of Symons Avenue to 260 feet south of Symons Avenue;

~~69~~74. West side of Kimball Avenue from Van Giesen Street to Symons Street;

~~70~~75. North side of Knight Street from Stevens Drive to George Washington Way except from 55 feet west of Jadwin Avenue to 165 feet west of Jadwin Avenue;

~~71~~76. South side of Knight Street from Stevens Drive to George Washington Way;

- ~~72~~77. East side of Laurelbrook Court north of Glen Briar Lane;
- ~~73~~78. Both sides of Lawless Drive;
- ~~74~~79. Both sides of Lee Boulevard from Jadwin Avenue to 200 feet east of George Washington Way;
- ~~75~~80. Both sides of Lee Boulevard from Thayer Drive to 340 feet east of Thayer Drive;
- ~~76~~81. North side of Lee Boulevard from Stevens Drive to 220 feet east of Stevens Drive;
- ~~77~~82. South side of Lee Boulevard from Stevens Drive to 220 feet west of Stevens Drive;
- ~~78~~83. South side of Lee Boulevard from Cullum Avenue to Jadwin Avenue;
- ~~79~~84. South side of Lee Boulevard from Wellsian Way to 220 feet west of Wellsian Way;
- ~~80~~85. Both sides of Leslie Road;
- ~~81~~86. East side of Long Avenue from Stevens Drive to 185 feet south of Stevens Drive;
- ~~82~~87. East side of Long Avenue from 450 feet south of Stevens Drive to 660 feet south of Stevens Drive;
- ~~83~~88. East side of Long Avenue from Swift Boulevard to 240 feet north of Stevens Drive;
- ~~84~~89. East and south sides of Long Avenue from Swift Boulevard to 325 feet east of Thayer Drive;
- ~~85~~90. West side of Lucca Lane from Venice Lane to Gala Way;
- ~~86~~91. West side of Mahan Avenue from Van Giesen Street to Williams Boulevard;
- ~~87~~92. North side of Mansfield Street from Goethals Drive to 272 feet west of Goethals Drive;
- ~~88~~93. West side of McPherson Avenue from Torbett Street to Symons Street;
- ~~89~~94. West side of Meriwether Avenue;
- ~~90~~95. West side of Milan Lane from Meadow Hills Drive to end of road;
- ~~91~~96. South side of Mint Loop between its eastern and western terminus with Rosemary Street;
- ~~92~~97. Both sides of Morency Drive from south end of road to 2,100 feet south of Meadow Hills Drive;
- ~~93~~98. Both sides of Mountain View Lane from Leslie Road to 120 feet west of Leslie Road;
99. Both sides of Morningside Parkway;
- ~~94~~100. West side of Naples Lane from Venice Lane to Gala Way;
- ~~95~~101. North side of Park Street from Harris Avenue easterly 300 feet;
- ~~96~~102. Both sides of Piper Street from end of road to 40 feet north of end of road;

- ~~97~~[103](#). West side of Pisa Lane from Meadow Hills Drive to Gala Way;
- ~~98~~[104](#). East side of Queensgate Drive from 20 feet south of Alla Vista Street to White Bluffs Street;
- ~~99~~[105](#). North side of Roberdeau Street from Long Avenue to 150 feet west of Long Avenue;
- ~~100~~[106](#). North side of Rosemary Street from the end of street cul-de-sac, including within the cul-de-sac, to Penny Royal Avenue;
- ~~101~~[107](#). East side of Sacajawea Avenue from south end of road to Satus Street;
- ~~102~~[108](#). West side of Salerno Lane from Meadow Hills Drive to Gala Way;
- ~~103~~[109](#). West side of Satus Street from 100 feet east of Rimrock Avenue to Canyon Street;
- ~~104~~[110](#). West side of Sawgrass Loop between its northern and southern terminus with River Valley Drive;
- ~~105~~[111](#). West side of Sedgwick Place;
- ~~106~~[112](#). East side of Sedona Circle between its northern and southern terminus with River Valley Drive;
- ~~107~~[113](#). North side of Sibert Avenue from Hunt Avenue to Hains Avenue;
- ~~108~~[114](#). West side of Sicily Lane from Venice Lane to Gala Way;
- ~~109~~[115](#). East end of Skyline Drive within the cul-de-sac;
- ~~110~~[116](#). West side of Sorrento Lane from Venice Lane to Gala Way;
- ~~111~~[117](#). Both sides of Sprout Road from 200 feet west of Harris Avenue to 300 feet east of Harris Avenue;
- ~~112~~[118](#). North side of Stanley Street from Goethals Drive to Jadwin Avenue;
- ~~113~~[119](#). Both sides of Steptoe Street from Columbia Park Trail to the south city limits;
- ~~114~~[120](#). Both sides of Stevens Drive from Van Giesen Street to 230 feet north of Van Giesen Street;
- ~~115~~[121](#). East side of Stevens Drive from Williams Boulevard to 175 feet south of Williams Boulevard;
- ~~116~~[122](#). East side of Stevens Drive from Van Giesen Street to 140 feet south of Van Giesen Street;
- ~~117~~[123](#). East side of Stevens Drive from Swift Boulevard to 175 feet south of Swift Boulevard;
- ~~118~~[124](#). East side of Stevens Drive from Swift Boulevard to 1,200 feet north of Swift Boulevard;
- ~~119~~[125](#). East side of Stevens Drive from Mansfield Street to 220 feet south of Mansfield Street;

- ~~120~~[126](#). East side of Stevens Drive from Knight Street to 175 feet south of Knight Street;
- ~~121~~[127](#). West side of Stevens Drive from Van Giesen Street to 210 feet south of Van Giesen Street;
- ~~122~~[128](#). West side of Stevens Drive from Swift Boulevard to 175 feet north of Swift Boulevard;
- ~~123~~[129](#). West side of Stevens Drive from Mansfield Street to 125 feet north of Mansfield Street;
- ~~124~~[130](#). West side of Stevens Drive from Lee Boulevard to 310 feet north of Lee Boulevard;
- [131. Both sides of Stevens Drive from Wellsian Way to Lee Boulevard;](#)
- ~~125~~[132](#). North side of Stonecreek Drive;
- [133. Both sides of Sunshine Ridge Road;](#)
- ~~126~~[134](#). Both sides of Swift Boulevard from State Route 240 to 100 feet east of State Route 240;
- ~~127~~[135](#). Both sides of Swift Boulevard from George Washington Way to Stevens Drive;
- ~~128~~[136](#). Both sides of Swift Boulevard from Stevens Drive to 250 feet west of Stevens Drive;
- ~~129~~[137](#). North side of Symons Street from Hunt Avenue to Hains Avenue;
- ~~130~~[138](#). South side of Symons Street from Sanford Avenue to Goethals Drive;
- ~~131~~[139](#). Both sides of Tapteal Drive from Columbia Center Boulevard to Steptoe Street;
- ~~132~~[140](#). Both sides of Tapteal Loop from Tapteal Drive to the south city limits;
- ~~133~~[141](#). East side of Terminal Drive from Aileron Drive to 350 feet south of Aileron Drive;
- ~~134~~[142](#). West side of Terminal Drive from 185 feet south of Aileron Drive to 325 feet south of Aileron Drive;
- ~~135~~[143](#). Both sides of Thayer Drive from 220 feet north of Lee Boulevard to 220 feet south of Lee Boulevard;
- ~~136~~[144](#). East side of Thayer Drive from Lee Boulevard to 10 feet north of Longfitt Street;
- ~~137~~[145](#). East side of Thayer Drive from 200 feet south of Long Avenue to 150 feet north of Long Avenue;
- ~~138~~[146](#). West side of Thayer Drive from 70 feet north of Longfitt Street to 70 feet south of Longfitt Street;
- ~~139~~[147](#). West side of Thayer Drive from 70 feet north of Kuhn Street to 70 feet south of Kuhn Street;
- ~~140~~[148](#). South side of Thomas Street from Hunt Avenue to Hains Avenue;
- ~~141~~[149](#). West side of Tilden Court from the end of street cul-de-sac to Sawgrass Loop;

- ~~142~~150. South side of Torbett Street from Goethals Drive to Jadwin Avenue;
- ~~143~~151. South side of Torbett Street from Thayer Drive to Stevens Drive;
- ~~144~~152. East side of Truman Avenue from Kennedy Road to Queensgate Drive;
153. Both sides of Valencia Drive from Sunshine Ridge Road to east City Limit;
- ~~145~~154. Both sides of Van Giesen Street from 310 feet east of Wright Avenue to 310 feet west of Wright Avenue;
- ~~146~~155. North side of Van Giesen Street from Jadwin Avenue to 200 feet east of Jadwin Avenue;
- ~~147~~156. North side of Van Giesen Street from State Route 240 to 300 feet east of State Route 240;
- ~~148~~157. South side of Van Giesen Street from George Washington Way to 200 feet west of George Washington Way;
- ~~149~~158. South side of Van Giesen Street from Stevens Drive to 200 feet west of Stevens Drive;
- ~~150~~159. South and west side of Venice Lane from Meadow Hills Drive to end of road at Lucca Lane;
- ~~151~~160. West side of Verona Lane from Meadow Hills Drive to Gala Way;
- ~~152~~161. ~~South side of Wellhouse Loop from 470 feet west of Wellsian Way to 750 feet west of Wellsian Way~~West side of Wellhouse Loop from 365 feet south of Duportail Street to 565 feet south of Duportail Street;
- ~~153~~162. West side of Wellhouse Loop from 250 feet south of Wyman Street to 360 feet south of Wyman Street;
- ~~154~~163. Both sides of Wellsian Way from Lee Boulevard to ~~State Route 240~~Aaron Drive;
- ~~155~~164. North side of Williams Boulevard from Stevens Drive to 170 feet east of Stevens Drive;
- ~~156~~165. North side of Williams Boulevard from Farrell Lane to 170 feet east of Farrell Lane;
- ~~157~~166. North side of Williams Boulevard from Goethals Drive to 170 feet east of Goethals Drive;
- ~~158~~167. North side of Williams Boulevard from Jadwin Avenue to 170 feet east of Jadwin Avenue;
- ~~159~~168. North side of Williams Boulevard from Kimball Avenue to 170 feet east of Kimball Avenue;
- ~~160~~169. South side of Williams Boulevard from George Washington Way to 170 feet west of George Washington Way;

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

~~162~~171. South side of Williams Boulevard from Guyer Avenue to 170 feet west of Guyer Avenue;

~~163~~172. South side of Williams Boulevard from Jadwin Avenue to 170 feet west of Jadwin Avenue;

~~164~~173. East side of Wright Avenue from Duportail Street to 200 feet south of Duportail Street;

~~165~~174. West side of Wright Avenue from the intersection of Wright Avenue and Duportail Street to 350 feet north of said intersection.

[Ord. 413; Ord. 17-75; Ord. 32-75; Ord. 31-76; Ord. 46-76; Ord. 60-76; Ord. 45-77; Ord. 46-79; Ord. 63-79; Ord. 83-79; Ord. 19-80; Ord. 27-81; Ord. 47-81; Ord. 63-81; Ord. 14-82; Ord. 7-84; Ord. 10-84; Ord. 11-85; Ord. 11-86; Ord. 13-86; Ord. 11-87; Ord. 32-90; Ord. 27-91; Ord. 48-91; Ord. 36-92; Ord. 21-94; Ord. 62-94; Ord. 7-97; Ord. 12-97; Ord. 24-97; Ord. 2-98; Ord. 15-98; Ord. 22-98; Ord. 17-99; Ord. 22-99; Ord. 37-99; Ord. 24-00; Ord. 36-00; Ord. 06-01; Ord. 16-02; Ord. 23-02; Ord. 33-02; Ord. 07-03; Ord. 27-03; Ord. 28-03; Ord. 34-03; Ord. 38-03; Ord. 03-04; Ord. 12-04; Ord. 32-04; Ord. 40-04; Ord. 02-05; Ord. 14-05; Ord. 34-05; Ord. 46-05; Ord. 14-06; Ord. 27-07; Ord. 07-08; Ord. 16-08; Ord. 24-08; Ord. 21-09; Ord. 18-13 § 1.01; Ord. 40-13 § 1.01; Ord. 64-15 § 1; Ord. 01-16 § 1; Ord. 25-16 § 1].

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

PASSED by the City Council of the City of Richland, at a regular meeting on the 6th day of December, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: December 11, 2016



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 67-16, Approving Amendments to the 2016 Budget

Department:

Administrative Services

Ordinance/Resolution Number:

67-16

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 67-16 amending the 2016 Budget.

Summary:

Ordinance No. 67-16 will authorize 2016 budget appropriations to increase as listed in the attachment. The increases are primarily the result of various fleet repairs, ICMA administrative allowances, salaries and benefits costs for employees who operate Benton County Emergency Services, increases in health benefit claims, Retirement Health Savings Plan opt-out expenses, Section 125 expenses, and other expenditures not originally addressed in the 2016 budget.

First reading of the ordinance included \$5,346,676 in appropriations to amend the 2016 budget. The second reading of Ordinance No. 67-16 includes additional appropriations to purchase a second computerized message board for \$18,200. The revised appropriations for all listed funds for the 2016 budget total \$5,364,876.

New revenues support \$4,589,729 of the increase. The remaining \$775,147 is funded by the use of existing fund balances.

On November 15, 2016, the required public hearing was held and Council considered first reading of the ordinance. Staff recommends approval of Ordinance No. 67-16.

Fiscal Impact:

Yes The total increase in appropriations to the 2016 operating budget is \$5,364,876.

Attachments:

1. Proposed Ordinance No. 67-16
2. 2016 Appropriation Changes

ORDINANCE NO. 67-16

AN ORDINANCE of the City of Richland amending the 2016 Budget to provide for additional appropriations in the City General Fund, Streets Fund, Industrial Development Fund, BCES Operations Fund, HOME Fund, Fire Station 74 Construction Fund, Park Project Construction Fund, Water Utility Fund, Wastewater Utility Fund, Solid Waste Utility Fund, Stormwater Utility Fund, Medical Services Fund, Equipment Replacement Fund, Healthcare Benefits Fund, and Post Employment Healthcare Fund and in certain of these funds, declaring that a public emergency exists.

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

WHEREAS, certain additional revenue sources have been identified that were not anticipated when the 2016 Budget was approved, the expenditure of which is not included in current appropriations; and

WHEREAS, certain additional expenditures have been identified as necessary or desirable in the current year that do not have a specific new revenue source; and

WHEREAS, no funds were appropriated for these expenditures; and

WHEREAS, sufficient unappropriated balances are available in the funds referred to in Section 2 to support the required budget adjustment; and

WHEREAS, a public hearing was held pursuant to RCW 35.33.091 on November 15, 2016 regarding the increase in appropriations from existing fund balance.

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

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

Section 2. Declaration of Public Emergency. Due to the circumstances described above, the City Council declares that a public emergency exists in the City General Fund, Streets Fund, Industrial Development Fund, Stormwater Utility Fund, Medical Services Fund, Healthcare Benefits Fund, and Post Employment Healthcare Fund.

Section 3. Amendment of the 2016 Budget. The 2016 Budget is hereby amended to provide for additional appropriations in the following funds, and from the following sources, as indicated.

2016 BUDGET AMENDMENTS

Fund	Fund Title	Current Appropriations	Change In Appropriations	Amended Appropriations	Source	
					Fund Balance	New Revenue
001	GENERAL FUND	\$ 50,477,626	\$ 191,000	\$ 50,668,626	\$ 176,500	\$ 14,500
101	STREETS FUND	2,994,882	272	2,995,154	272	-
112	INDUSTRIAL DEVELOPMENT FUND	7,094,942	73,120	7,168,062	73,120	-
141	BCES OPERATIONS FUND	-	4,145,938	4,145,938	-	4,145,938
154	HOME FUND	1,348,944	2,500	1,351,444	-	2,500
317	FIRE STATION 74 CONSTRUCTION FUND	121,583	3,000	124,583	-	3,000
380	PARK PROJECT CONSTRUCTION FUND	2,967,798	10,000	2,977,798	-	10,000
402	WATER UTILITY FUND	17,380,942	16,500	17,397,442	-	16,500
403	WASTEWATER UTILITY FUND	13,684,748	57,000	13,741,748	-	57,000
404	SOLID WASTE UTILITY FUND	8,935,780	45,000	8,980,780	-	45,000
405	STORMWATER UTILITY FUND	2,470,392	91,739	2,562,131	91,739	-
407	MEDICAL SERVICES FUND	3,534,603	191,001	3,725,604	191,001	-
503	EQUIPMENT REPLACEMENT FUND	3,123,912	36,391	3,160,303	-	36,391
520	HEALTH CARE BENEFITS PLAN FUND	10,250,919	286,300	10,537,219	87,400	198,900
522	POST EMP. HEALTHCARE PLAN FUND	1,322,178	215,115	1,537,293	155,115	60,000
TOTAL		\$ 125,709,249	\$ 5,364,876	\$ 131,074,125	\$ 775,147	\$ 4,589,729

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

PASSED by the City Council of the City of Richland, at a regular meeting on the 6th day of December, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: December 11, 2016

2016 BUDGET AMENDMENTS

Fund Title	Current Appropriations	Change In Appropriations	Amended Appropriations	Funding Source	
				Fund Balance	New Revenue
GENERAL FUND 001	\$ 50,477,626				
Fleet Repairs - Fire Dept.		40,000			
Release of ICMA administrative allowance		151,000			
		<u>191,000</u>	<u>\$ 50,668,626</u>	176,500	14,500
CITY STREETS FUND 101	\$ 2,994,882				
Transfer out - Equipment Replacement		272			
		<u>272</u>	<u>\$ 2,995,154</u>	272	
INDUSTRIAL DEVELOPMENT FUND 112	\$ 7,094,942				
WSDOT Incentive for Traffic Signal at Hagen rd/SR240		50,000			
Legal expenses related to a Petition of Declaratory Order		15,000			
Columbia Point Master Association Irrigation Assessment		8,120			
		<u>73,120</u>	<u>\$ 7,168,062</u>	73,120	
BCES OPERATIONS FUND 141	\$ -				
Salaries and Benefits of BCES employees		4,145,938			
		<u>4,145,938</u>	<u>\$ 4,145,938</u>		4,145,938
HOME FUND 154	\$ 1,348,944				
Print Shop Services - grant administration		250			
CHDO - Richland		375			
Entitlement - Richland		625			
Entitlement - Kennewick		625			
Entitlement - Pasco		625			
		<u>2,500</u>	<u>\$ 1,351,444</u>		2,500
FIRE STATION 74 CONSTRUCTION FUND 317	\$ 121,583				
Addition of projected investment interest to appropriations		3,000			
		<u>3,000</u>	<u>\$ 124,583</u>		3,000
PARK PROJECT CONSTRUCTION FUND 380	\$ 2,967,798				
BLRF award for Columbia Park W electrical work		10,000			
		<u>10,000</u>	<u>\$ 2,977,798</u>		10,000
WATER UTILITY FUND 402	\$ 17,380,942				
Lorayne J/KID Water Improvements		16,500			
		<u>16,500</u>	<u>\$ 17,397,442</u>		16,500
WASTEWATER UTILITY FUND 403	\$ 13,684,748				
Fleet Repairs		57,000			
		<u>57,000</u>	<u>\$ 13,741,748</u>		57,000
SOLID WASTE UTILITY FUND 404	\$ 8,935,780				
Recycling Processing Fees		45,000			
		<u>45,000</u>	<u>\$ 8,980,780</u>		45,000
STORMWATER UTILITY FUND 405	\$ 2,470,392				
Loan principal and interest		91,739			
		<u>91,739</u>	<u>\$ 2,562,131</u>	91,739	
MEDICAL SERVICES FUND 407	\$ 3,534,603				
Salaries and Wages		89,145			
Bad Debt Expense		101,856			
		<u>191,001</u>	<u>\$ 3,725,604</u>	191,001	
EQUIPMENT REPLACEMENT FUND 503	\$ 3,123,912				
Message board addition to fleet		36,391			
		<u>36,391</u>	<u>\$ 3,160,303</u>		36,391
HEALTH CARE BENEFITS PLAN FUND 520	\$ 10,250,919				
Increase to Healthcare Claims and Section 125 expenses		286,300			
		<u>286,300</u>	<u>\$ 10,537,219</u>	87,400	198,900
POST EMP. HEALTHCARE FUND 522	\$ 1,322,178				
Increase to Healthcare Claims and RHS Opt-out		215,115			
		<u>215,115</u>	<u>\$ 1,537,293</u>	155,115	60,000
TOTAL	<u>\$ 125,709,249</u>	<u>\$ 5,364,876</u>	<u>\$ 131,074,125</u>	<u>\$ 775,147</u>	<u>\$ 4,589,729</u>



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 3 - Economic Vitality

Subject:

Ordinance No. 68-16, Approving the Dallas Road/Cowlitz Boulevard Annexation

Department:

Community & Development Services

Ordinance/Resolution Number:

68-16

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 68-16, approving the Dallas Road/Cowlitz Boulevard Annexation.

Summary:

Draft Ordinance No. 68-16 has been prepared for Council consideration to annex a 2.3 acre property located in South Richland, east of Dallas Road and north of Cowlitz Boulevard. Council held a public hearing on this matter at its regular meeting of November 15, 2016.

Fiscal Impact:

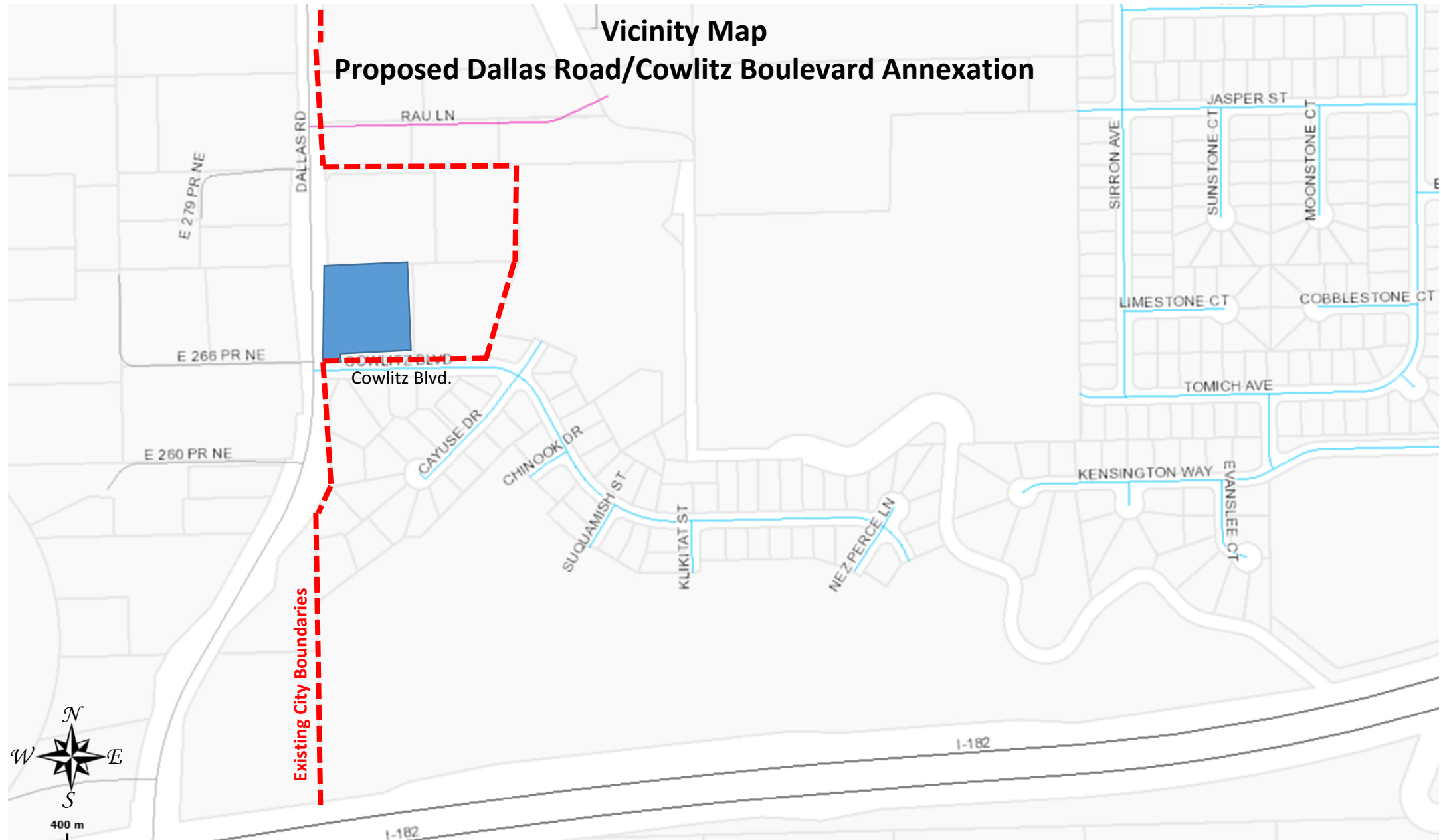
The proposed annexation is anticipated to have a minor positive fiscal impact to the City, both initially and when full build-out of the property would be achieved in the future. A copy of the fiscal impact report is attached.

Attachments:

1. Vicinity Map
2. Fiscal Impact Report
3. Ordinance No. 68-16

Vicinity Map

Proposed Dallas Road/Cowlitz Boulevard Annexation



FISCAL IMPACT – PROPOSED DALLAS ROAD/COWLITZ BOULEVARD ANNEXATION

INTRODUCTION

This fiscal analysis has been prepared by staff to identify the impacts of the proposed Dallas Road/Cowlitz Boulevard annexation to the City. The following is a summary of the analysis that was completed and an explanation of the assumptions used in this analysis.

The analysis included in this report focuses on the potential impacts of the annexation to the City's General Fund. Enterprise funds such as medical services, electrical, water, sewer and storm drainage are, by their nature, self-sustaining and, as such, should have neither a significant positive or negative fiscal impact on the City.

REVENUES

The revenue that would be generated by the proposed annexation is largely dependent on the amount of development that occurs in the area over time. Table I provides an estimate of the revenues that would be produced from the annexation area based only on the existing level of development. Table II provides a revenue estimate at full build-out of the annexation area. This full build-out scenario is based on the likely maximum level of development allowed under the zoning regulations applied to the proposed annexation area.

**TABLE I –Dallas Road/Cowlitz Boulevard Annexation Proposal
Projected Revenue – Year 2016**

<u>Revenue Source</u>	<u>Rate</u>	<u>Basis</u>	<u>Annual Amount</u>
Property Tax	\$2.94695149/assessed valuation	\$45,850 assessed value	\$135

**TABLE II – Dallas Road/Cowlitz Boulevard Annexation Proposal
Projected Revenue – Full Build-Out**

<u>Revenue Source</u>	<u>Rate</u>	<u>Basis</u>	<u>Amount</u>
Property Tax	\$2.94695149/assessed valuation	\$2,292,700 total assessed value	\$6,756
Permit Fees ¹	\$46/person	18 persons	\$830
Utility Taxes ²	\$240/person	18 persons	\$4,320
Sales Taxes ³	\$219/person	18 persons	\$3,942
Total			\$15,848

Table II Notes:

- ¹ Permit fees are based on the total 2016 adopted budget figures for licenses and permits, (\$2,463,775) divided by the current population (53,410).
- ² Utility taxes based on adopted budget figures for total utility tax revenue (\$12,864,482) divided by estimated number of current population (53,410).
- ³ Sales tax determined by total sales and use tax revenue (\$11,704,434) divided by current population (53,410).

Table II Assumptions:

- Assumes site would be developed at a density of 3.3 units/gross acre, which is a typical density for R-1-10 zoned properties in South Richland.
- Average value of new construction for a single-family residence is \$327,525 according to 2015 year building permit activity records.
- Assumes 2.6 persons/household (2016 OFM Estimate).
- Assumes all new development will be served by City utilities.

No estimate has been provided on the length of time it would take to achieve full build-out of the proposed annexation area. This would be dependent upon any number of factors, including the desires of the property owner and market conditions. Rather, the two tables are offered as a comparison of revenues that would be generated from the area based on its existing and maximum potential levels of development.

PUBLIC ASSETS

Existing Infrastructure

There is no infrastructure in the area that the City would inherit as a result of this annexation. No public right-of-way is located within the proposed annexation area. Cowlitz Boulevard, which forms the southern boundary of the annexation area is already a City street. Existing city water and sewer mains are located adjacent to the proposed annexation area.

DEMANDS FOR NEW/EXPANDED INFRASTRUCTURE

As development would occur within the area, water, sewer and electrical services would be extended to serve new development. Depending upon the number of lots created within the annexation area, an access road may need to be extended into the site and additional traffic created by new development would add to existing traffic volumes on City streets. New development would also trigger requirements for installation of storm drainage facilities and street lighting. Additional demands would be placed on the City's parks and open spaces. The developer would be responsible for the extension of City utilities, access roads, storm drainage facilities, street lighting, park dedication and/or payment of park fees.

The City's present system of development regulation/permitting ensures that, to a large degree, new residents are paying for the costs associated with the extension/expansion of City infrastructure. It also ensures that new development will not occur unless appropriate infrastructure improvements are put in place.

EXISTING SERVICES

Presently, the proposed annexation area is served by the following entities:

<u>Service</u>	<u>Service Provider</u>
Fire & Emergency Service	Benton County Fire District #4
Police Services	Benton County Sheriff's Department
Electrical Service	Benton County PUD #1
Water Service	No Service Currently Provided
Sewer Service	On-Site Septic Systems
Solid Waste Disposal	No Service Currently Provided

FUTURE DEMAND FOR SERVICES

As development of the proposed annexation area occurs, future demands would be placed on City services. Some of these services would not be greatly impacted. Emergency fire/medical protection would be provided from the new South Richland Station #74. As population increases, there would be more calls for service within the area.

City utility services, including power, water, sewer, and storm drainage would see increased usage. Present capacity of the City systems could accommodate this increased demand as the growth was anticipated and planned for in the City Comprehensive Plan. The fees charged for the connection to City utility services and the monthly user charges are designed to recover the costs associated with the provision of those services. Consequently, development within the proposed annexation area should not have fiscal impacts on those services.

Other services, including parks and recreation and library services, would likely see some increase in use. Table III demonstrates the effects of annexation, both initially and at full build-out, given the assumption that service levels and cost of service per capita will remain constant.

**TABLE III – Dallas Road/Cowlitz Boulevard Annexation Proposal
Expense of Providing City Services**

Service	Annual Cost of Service	Level of Service ¹	Cost of Annexation ²	
			Initial	Full Build-Out
Fire & Emergency Service ³	\$140/person ³	5 minute emergency response time	\$0	\$2,520
Police ⁴	\$245./person ⁴	1.24 police/ 1,000 population	\$0	\$4,410
Parks ⁵	\$127/person ⁵	2.8 acres/1,000 population	\$0	\$2,286
Street ⁶ Maintenance	\$55/person	None established	\$0	\$990
Library ⁷	\$39/person	None established	\$0	\$702
Administrative Services ⁸	\$171/person	None established	\$0	\$3,078
Total			\$0⁹	\$13,986

Notes for Table III:

¹Level of Service reported from City of Richland Comprehensive Plan

²Cost of Annexation – Initial Impacts are based on current estimate of 0 persons residing within the proposed annexation area. Full build-out figures are based on projected population of 18 persons in 7 residences.

³Represents total current expense '16 budget for fire and emergency services (\$7,478,786) divided by current city population (53,410).

⁴Represents total current expense '16 budget for police (\$13,082,820) divided by current city population (53,410).

⁵Represents total current expense '15 budget for parks and facilities and recreation (\$6,787,592) divided by current city population (53,410).

⁶Represents streets capital construction fund '15 budget (\$2,974,930) divided by current city population (53,410).

⁷Library costs were derived by dividing 2015 total library budget (\$2,091,988) by total number of persons in the City (53,410).

⁸Administrative service costs represents the total current expense budgets for City Manager, Assistant City Manager, City Clerk, City Attorney, Communications and Marketing, Cable Communications, Information Technology, and Community Development (\$9,143,914) divided by current city population (53,410).

⁹Costs for police and fire services would not likely be zero for existing levels of development, but are difficult to accurately quantify and would vary greatly based on the number of times that emergency calls for service were made.

Service costs for Table III include those services that are directly provided to residents and also include estimates for costs associated with general administrative services. Presumably, there would be some efficiencies accrued by the City in serving a larger population that would be located in a relatively small geographical area that is immediately adjacent to the City's existing service boundaries. Costs for actually providing services listed in Table III are somewhat overstated. The per capita listing for fire and emergency services, police services and administrative services assumes that all expenses associated with providing services are directly related to residential uses.

Clearly, there are costs associated with providing services to commercial and industrial lands as well. The estimated costs of park and library services may be slightly overstated also, as some service is provided to non-City residents, which, if accounted for, would slightly decrease the per capita costs reported here. Finally, Table IV provides some comparison of the costs and revenues associated with the proposed annexation.

**TABLE IV – Dallas Road/Cowlitz Boulevard Annexation Proposal
Summary of General Fund Revenues and Expenses**

	Estimated Number of Households	Projected Revenues	Projected Expenses	Net Annual Benefit
Initial Annexation	0	\$135	0	\$135
Annexation at Max. Build-Out	7	\$15,848	\$13,986	\$1,862

CONCLUSION

Staff concludes that the proposed Dallas Road/Cowlitz Boulevard annexation would have slight positive fiscal impacts to the City both at the time of initial annexation and at the time that the area is fully developed. The City's enterprise funds would not be negatively impacted as expenses associated with providing power, water, sewer, storm drainage and solid waste disposal would necessarily equal the revenues associated with providing such services.

A general rule of thumb holds that the costs of providing services to residential neighborhoods generally exceed the revenues derived from those residential areas. This analysis presumes that additional sales tax would be generated from future development in the area at the same proportion as the rest of the City. However, to the extent that retailers performing market studies consider community growth, additional population may have the effect of stimulating new retail development. Ultimately this could increase the per capita sales tax revenue that the City receives.

There are other factors that are difficult to quantify. If the area is not annexed, and some level of development occurs, City services will still be directly impacted. The street system will be forced to handle more traffic, and park and library use may increase, along with police and fire service calls. However, without annexation the City will not receive any revenues from those unincorporated developments. In total, the drain on City services would likely be greater without annexation than with annexation.

Annexation also provides the City with some opportunity to control the development so that it conforms to City plans and standards. Street layout and design, the extension of street and utility corridors to adjacent parcels, the overall density of development, and the dedication of park and open spaces are all issues that the City would not control if annexation does not occur.

WHEN RECORDED RETURN TO:

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

PID# 1-20982011585003

ORDINANCE NO. 68-16

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 2.3 acres of land located north of Cowlitz Boulevard and east of Dallas Road, providing for assumption of existing City indebtedness, and amending the Official Zoning Map.

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

WHEREAS, a meeting was held on May 17, 2016 between the initiating parties of this annexation and the City Council of the City of Richland, at which time the Council adopted Resolution No. 112-16, accepting the notice of intention to commence annexation proceedings for the real property legally described in Exhibit A attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 112-16 further authorized and directed the Richland Planning Commission to propose and forward a recommendation to the City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, the Richland Planning Commission held a public hearing on May 25, 2016 to consider an appropriate zoning designation for the proposed annexation area, and recommended adoption of Single Family Residential R-1-10 zoning for the property; and

WHEREAS, a notice of intention to annex was duly filed with the Benton County Boundary Review Board. Jurisdiction of the Boundary Review Board was not invoked within 45 days of filing, and thus, the proposed annexation was deemed approved by the Boundary Review Board on July 25, 2016; and

WHEREAS, on September 6, 2016, Richland City Council adopted Resolution No. 173-16, authorizing the circulation of an annexation petition for annexation of the real property legally described in Exhibit A attached hereto; and

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

WHEREAS, the Richland City Council held a public hearing to consider the annexation on November 15, 2016, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

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

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

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

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

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

Section 4. Title 23 of the City of Richland Municipal Code (RMC) and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, hereby amends Sectional Map Nos. 59 which is one of a series of maps constituting said Official Zoning Map, bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

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

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

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

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

PASSED by the City Council of the City of Richland on this 6th day of December, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: December 11, 2016

EXHIBIT A

Legal Description for Cowlitz/Dallas Road Annexation

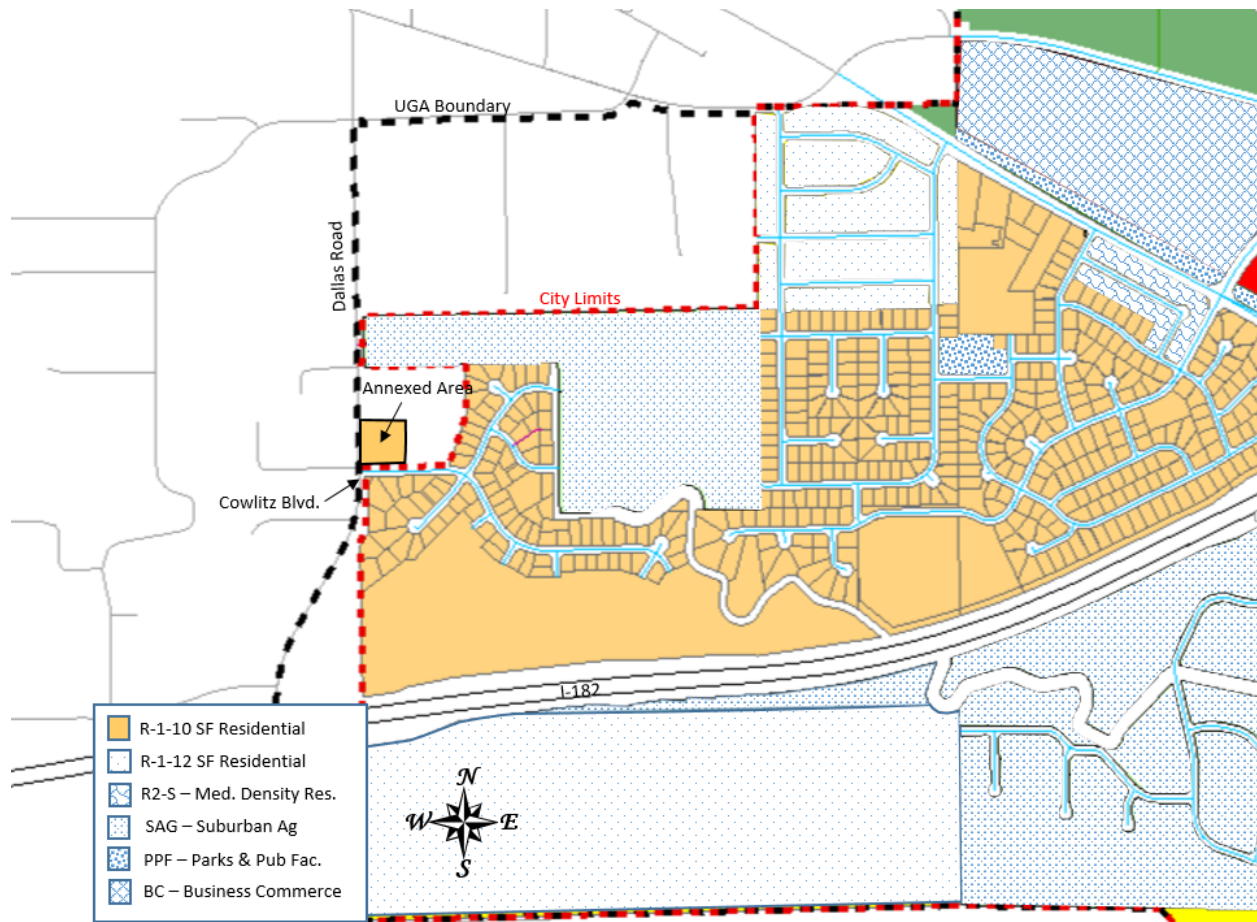
LOT 3 OF SHORT PLAT NO. 1585 IN SECTION 20, TOWNSHIP 9 NORTH, RANGE 28, E.W.M.

Contains 2.3 acres more or less.

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

1-20982011585003

EXHIBIT B



ZONING FOR COWLITZ/DALLAS ROAD ANNEXATION



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 3 - Economic Vitality

Subject:

Ordinance No. 69-16, Approving a Change in Zoning on 1.1 Acres Located at 2682 Van Giesen Street (Bender)(Closed Record)

Department:

Community & Development Services

Ordinance/Resolution Number:

69-16

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 69-16, approving a change in zoning on 1.1 acres located at 2682 Van Giesen Street.

Summary:

Cody Bender, the owner of a 1.1 acre tract located along Van Giesen Street, just east of Buckskin Lane, has applied to change the zoning on his property from Agricultural to Commercial - General Business. This application was reviewed by Richland's Hearing Examiner, who conducted a hearing on September 22, 2016 and has recommended approval of the application.

A draft ordinance is attached for Council's consideration along with copies of both the Hearing Examiner's recommendation and staff's report.

Fiscal Impact:

No significant impacts. Development of the site would result in increased tax revenues for the City but would also increase demand for City services.

Attachments:

1. Ordinance No. 69-16
2. Hearing Examiner's Recommendation
3. Staff Report to the Hearing Examiner

WHEN RECORDED RETURN TO:

Richland City Clerk's Office
505 Swift Boulevard
Richland, WA 99352

ORDINANCE NO. 69-16

AN ORDINANCE of the City of Richland amending Title 23: Zoning Regulations of the Richland Municipal Code and the Official Zoning Map of the City by amending Sectional Map No. 51 so as to change the zoning on 1.1 acres from Agricultural (AG) to General Business (C-3); said property is located at 2682 Van Giesen Street (Bender).

WHEREAS, on September 22, 2016, the Richland Hearing Examiner held a properly advertised public hearing to consider a petition to change the zoning of the property hereafter described; and

WHEREAS, following the September 22, 2016 public hearing, the Richland Hearing Examiner issued a written decision recommending approval of the requested rezone on October 25, 2016; and

WHEREAS, the Richland City Council has considered the record created at the September 22, 2016 public hearing, and has considered the written recommendations of the Richland Hearing Examiner.

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

Section 1. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is General Business (C-3) when consideration is given to the interest of the general public.

Section 2. Said property is more particularly described as follows:

A portion of Tract A of the plat of Rawhide Ranches beginning at the southeast corner of Tract A; Thence westerly along the south boundary of said Tract a distance of 300 feet to the True Point of Beginning; Thence 200 feet westerly along the south boundary of said Tract; Thence northerly at right angles to said southerly line a distance of 250 feet; Thence easterly parallel to the south line of said Tract A, a distance of 200 feet; Thence southerly a distance of 250 feet to the True Point of Beginning.

Subject to easements, reservations and restrictions of record.

Section 3. Such land is rezoned from Agricultural (AG) to General Business (C-3).

Section 4. Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City, as adopted by Section 23.08.040 of said Title, are amended by amending Sectional Map No. 51, which is one of a series of maps constituting said Official Zoning Map, as shown on the attached Sectional Map No. 51 and bearing the number and date of passage of this ordinance, and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 5. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this ordinance and the attached amended Sectional Map No. 51, duly certified by the Clerk as a true copy.

Section 6. This ordinance shall take effect on the day following the date of its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, at a regular meeting on the 6th day of December, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

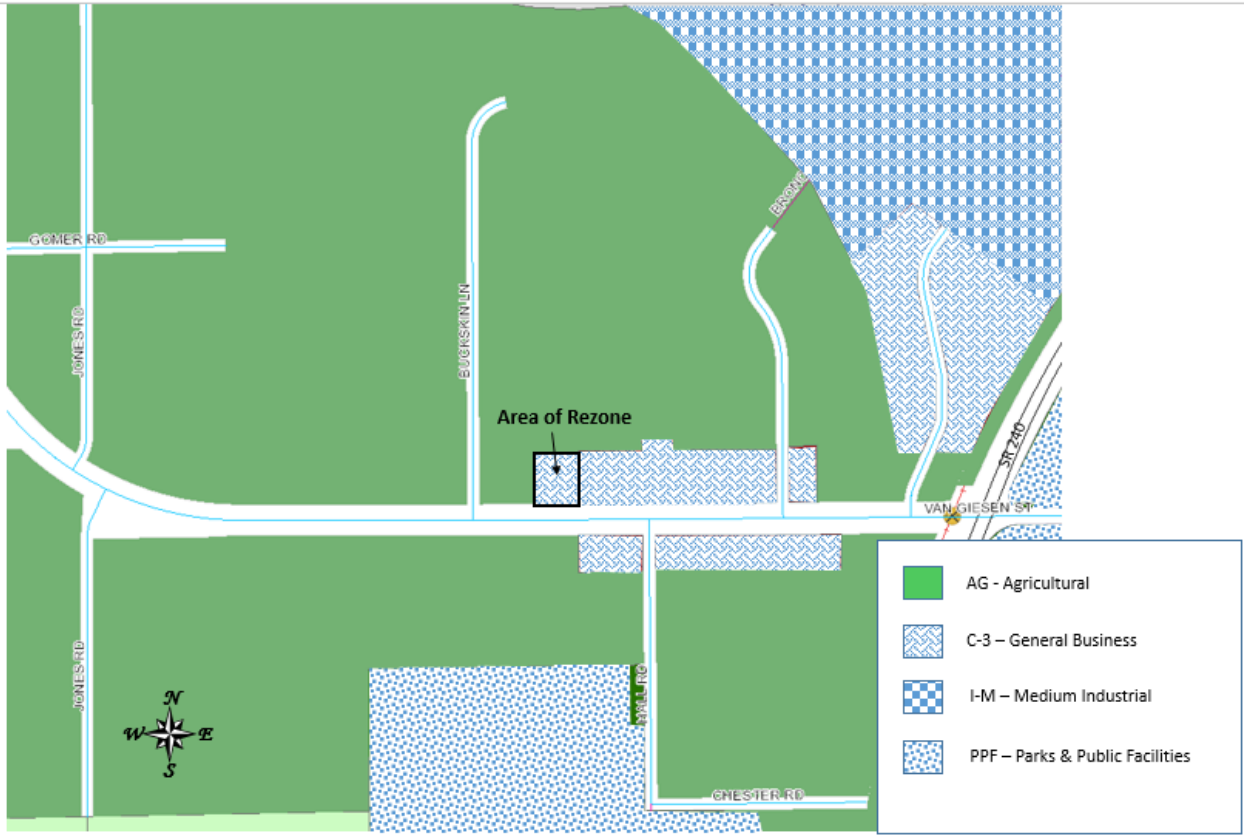
MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: December 11, 2016

Exhibit A

Map of Rezone Area



**BEFORE THE HEARING EXAMINER
FOR THE CITY OF RICHLAND**

Regarding the Application to **Rezone** a
vacant 1.1 acre site on the north side of
Van Giesen Street, east of Buckskin
Lane from AG (Agricultural) to C-3
(General Business), submitted by the
property owner

Cody Bender,
Applicant,

File No. Z2016-104

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

I. SUMMARY OF RECOMMENDATION.

Although the applicant failed to appear at his duly-noticed public hearing, evidence in the record, particularly the analysis provided in the Staff Report, demonstrates that the requested rezone merits approval. The applicant's property is the last in a row of parcels on the north side of Van Giesen Street, between Bronco Lane and Buckskin Lane, that are already designated as suitable for Commercial land uses in the City's Comprehensive Plan, and all of the other parcels to the east of the applicant's property are already zoned C3 (General Commercial/Business). The sole-parcel between the applicant's land and Buckskin Lane to the west was the subject of a Special Use Permit issued in August of this year, to enable construction and operation of a landscaping contractor business. After public notices provided in accord with law, there was no opposition, and no environmental or other special development limitations appear warranted. Accordingly, the undersigned Examiner recommends APPROVAL by the Richland City Council.

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: CODY BENDER
REZONE APPLICATION TO CHANGE A SITE
LOCATED ON VAN GIESEN STREET BETWEEN
BRONCO LANE AND BUCKSKIN LANE FROM AG
(AGRICULTURAL) TO C-3 (GENERAL
COMMERCIAL/BUSINESS) FILE NO. Z2016-104**

GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL - 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

II. BACKGROUND and APPLICABLE LAW.

In this matter, the Hearing Examiner has jurisdiction to conduct an open record public hearing on the site-specific rezone application at issue, and is directed to issue a written recommendation for consideration and final action by the Richland City Council. *See* Richland Municipal Code (RMC) 19.20.010(C)(2) (identifies “site-specific rezone” as a Type III permit application); RMC 19.20.030 (jurisdiction to conduct public hearing, issue recommendation); RMC 19.25.110 (authority for Examiner actions, including conditions of approval on applications or appeals); and RCW 35A.63.170 (state statute regarding hearing examiner system).

The applicant bears the burden of proof to show that its application conforms to the relevant elements of the city’s development regulations and comprehensive plan, and that any significant adverse environmental impacts have been adequately addressed. RMC 19.60.060. And, because a site-specific rezone application is a Type III matter, the City’s code mandates that a concurrency review must be undertaken to determine the transportation impacts (if any) that could be created by the proposed action. RMC 19.50.010(C).

Finally, Washington Courts apply three basic rules when reviewing appeals of rezone applications: (1) there is no presumption favoring the rezone request; (2) the proponent of a rezone must demonstrate that there has been a change of circumstances since the original zoning, PROVIDED if a proposed rezone implements the policies of a comprehensive plan, a showing of changed circumstances is usually not required¹; and (3) the rezone must have a substantial relationship to the public health, safety, morals, or general welfare. *Woods v. Kittitas County*, 162 Wn.2d 597 (2007), citing *Citizens for Mount Vernon*, 133 Wn.2d 861, at 875 (1997); *Parkridge v. City of Seattle*, 89 Wn.2d 454, 462 (1978).

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¹ *Save Our Rural Env't v. Snohomish County*, 99 Wn.2d 363, 370-71 (1983); *Henderson v. Kittitas County*, 124 Wn. App. 747, 754 (Div. III, 2004); *Bjarnson v. Kitsap County*, 78 Wn. App. 840, 846 (Div. III, 1995).

**FINDINGS OF FACT, CONCLUSIONS AND
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CITY HALL – 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

III. QUESTIONS PRESENTED.

For purposes of the pending rezone application, the central questions presented are:

A. Whether the requested rezone implements policies of the City's Comprehensive Plan, and/or whether there has been a change of circumstances since the original AG (Agricultural) zoning was adopted for the site?

Short Answer: Yes.

B. Whether the rezone bears a substantial relationship to the public health, safety, morals, or general welfare?

Short Answer: Yes.

IV. RECORD.

Exhibits entered into evidence as part of the record, and an audio recording of the public hearing, are maintained by the City of Richland, and may be examined or reviewed by contacting the City Clerk's Office.

Hearing Testimony: The following individual(s) presented testimony under oath at the duly noticed public hearing for the underlying application, held on September 22, 2016:

1. Rick Simon, Development Services Manager for the City of Richland.

The applicant, Cody Bender, was not present at the public hearing. The Examiner asked Mr. Simon to call Mr. Bender to see if there was some sort of problem. On the record, Mr. Simon confirmed that he spoke with Mr. Bender on the phone, and that he would not be attending the public hearing. No reason was given for Mr. Bender's absence. In some hearing forums, failure to appear is grounds for denial of the requested action, especially where the applicant bears the burden of proof. The Examiner held the Record open until close of business on Tuesday, September 27th, to provide the applicant another opportunity to provide input regarding the merits of his project. Mr. Simon agreed to communicate the Examiner's time-extension to the applicant. The applicant's response is included in the Record as Ex. 6.

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: CODY BENDER
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CITY HALL - 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

Exhibits: The Development Services Division Staff Report, including a recommendation of approval, was provided to the Examiner in the week before the hearing. The Staff Report, and the following Exhibits, were all accepted into the Record in their entirety without modification:

1. Application Form;
2. Site photos;
3. AG Zone code provisions, RMC Chapter 23.14;
4. Commercial Zoning District code provisions, RMC Chapter 23.22;
- 5A. Notice of Application and Public Hearing;
- 5B. Affidavit of Posting;
- 5C. Legal Ad provided for September hearings, including this matter; and
6. POST HEARING submittal from the applicant, Mr. Bender, transmitted to the Examiner via email from Mr. Simon, on September 27, 2016. Provides short statement reiterating purpose of requested rezone, substantially similar to statement already provided under "Justification" section of the application form, included in the Record as Ex. 1.

No one submitted any written comments regarding the pending rezone application.

The Examiner visited the road network and vicinity of the proposed rezone. The same area was the subject of a Special Use Permit issued for an AG-zoned neighboring parcel by the Examiner in August of this year, under File No. SUP 2016-101. The Examiner is fully advised on matters at issue herein, including without limitation applicable law, application materials, and relevant comprehensive plan provisions.

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**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: CODY BENDER
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V. FINDINGS OF FACT.

Based upon the record, the undersigned Examiner issues the following Findings of Fact.

Application, Public Notice, and Review

1. On or about August 18, 2016, the applicant/owner of the subject-property, Cody Bender, submitted an application seeking to rezone his property located at or about 2682 Van Giesen Street (Parcel No. 1-04981020004002) in the City of Richland, Washington, from AG (Agricultural) to a Commercial zone, the C-3 "General Business" zoning designation. (*Exhibit 1, application form; Exhibit 5B, Affidavit of Posting, lists site address and parcel number*).

2. The application includes the following notation as "Justification" for the requested rezone: "*Would like to run C2 Pools Inc. and in future put storage with office on the land.*" (*Ex. 1*).

3. Following receipt, City staff complied with all applicable public notice requirements for the rezone application and the public hearing held for the matter. *Staff Report, Page 6, and Exhibits 5A-C, public notice documentation.*

4. Because staff deemed the application to be consistent with the City's Comprehensive Plan, which already designates the rezone site as suitable for Commercial land uses; the City's plan was analyzed in an environmental impact statement at the time of its adoption; and the site is located within an urban growth area, the pending application is categorically exempt from SEPA review as provided in WAC 197-11-800(6)(c). *Staff Report, page 7.*

5. Although notices were duly published, posted and mailed as required by law, no one provided any written comments regarding the pending application. *Staff Report, page 6; Testimony of Mr. Simon.*

Site location, transportation concurrency.

6. The rezone site is currently vacant, relatively flat, and properties immediately east of the site on both sides of Van Giesen are already zoned C-3. The Examiner takes official notice that the property to the west was the subject of a Special Use Permit issued by the same Examiner in August of 2016, for a landscaping contractor's business. *See Decision, for File No. SUP 2016-101, issued on Aug. 25, 2016.* Across the street to the south on Van Giesen there is currently a single-family residence, a pasture and a commercial nursery. *Staff*

FINDINGS OF FACT, CONCLUSIONS AND
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Report, pages 2-3; Site Visit.

7. Here, the applicant's proposed rezone will have no material impact on capacity provided by the existing local street system that serves the property. The portion of Van Giesen in front of the subject parcel is designated as a state highway, SR 224, and is already developed as a relatively-wide corridor, with 4 travel lanes and a turn lane in between. Staff confirmed that the local street system has sufficient capacity to accommodate additional traffic that would be generated from future development on the site. *Staff Report, page 7; Site Visit; Ex. 3, site photos.*

Summary of Public Hearing and Applicant's Post-Hearing Comments.

8. At the public hearing, Mr. Simon made a brief presentation regarding the application, the site, and his recommendation, as explained in the Staff Report. He explained that he called the applicant on the night of the hearing, and Mr. Bender stated that he would not be attending. No reason was given for Mr. Bender's absence. As noted elsewhere in this Recommendation, the applicant bears the burden of proof to show that his application conforms to the relevant elements of the city's development regulations and comprehensive plan, and that any significant adverse environmental impacts have been adequately addressed. RMC 19.60.060.

9. As a courtesy, the Examiner held the record open for several days, so Mr. Simon could reach out to the applicant to provide him with another opportunity to provide input regarding his application and the Staff Report. By email dated September 27, 2016, Mr. Simon forwarded the applicant's written comments to the Examiner, which has been included in the Record as Exhibit 6. In his written comments, the applicant reiterated the reasons he is seeking the pending rezone, providing the same "justification" as mentioned on his Application Form, also included in the Record as Exhibit 1. In short, Mr. Bender re-stated that his "*plan is to move our business, C2 Pools Inc. to this property*" and "*[i]n the near future we would like to build a shop/office in the back of the property to hold our pool construction supplies securely. Our goal in mind is to grow our business and plan for a store front on this property in the next 5-10 years.*" (See Ex. 6, Mr. Bender's Post-Hearing written comment supporting his application).

Public services and utilities are adequate and readily available to serve the site.

10. As part of the review process, City staff confirms that adequate utilities, including without limitation water, power, and transportation infrastructure, are in place and/or readily available to serve the parcel that is at issue in this matter. *Staff Report, page 6.* As with

FINDINGS OF FACT, CONCLUSIONS AND
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several other surrounding properties along this portion of Van Giesen, city sewer service is not readily available to service the site, so an on-site septic system will be required by the Benton-Franklin Health Department. *Staff Report, pages 6, 7 and 8;*

Surrounding uses and zones.

11. As noted above, the portion of Van Giesen where the rezone-site is located is mostly zoned C-3, and/or serves as the location for a variety of relatively low-impact commercial uses, like an auto repair business on the parcel immediately east of the site, a future landscaping contractor's business immediately west, and a veterinary clinic, a nursery, and a general contractor's business in the vicinity. *Staff Report, pages 2 and 3; Site Visit; Staff Report, page 4, zoning map, Figure 3.*

Consistency with City Codes and Comprehensive Plan.

12. While he is not legally bound to the business plan identified in his application materials and his supporting statement, the applicant's proposed pool construction business office/shop, with space to securely maintain pool construction supplies, is consistent with existing city codes, particularly RMC 23.22.010(D), which provides in relevant part as follows:

"The general business use district (C-3) is a zone classification providing a use district for commercial establishments which require a retail contact with the public together with incidental shop work, storage and warehousing, or light manufacturing and extensive outdoor storage and display, and those retail businesses satisfying the essential permitted use criteria of the C-2 use district. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan."

13. Based on the record, the Examiner finds and concludes that the requested rezone from AG to C-3 is not different from or inconsistent with existing land uses located on or zoning designations assigned to surrounding properties in the area. As noted elsewhere, virtually all of the parcels to the east of the rezone-site along this portion of the Van Giesen corridor are already zoned C-3, and the neighboring property to the west will soon have a landscaping contractor's business on the site.

14. Standing alone, the requested rezone conforms to the Comprehensive Plan, because the plan already identifies the property as suitable for Commercial land uses.

FINDINGS OF FACT, CONCLUSIONS AND
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HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL - 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

1
2 ***General findings.***

3 15. In operating a business on the subject property, the applicant should be aware that
4 much of the area along the relevant portion of the Van Giesen Street corridor is located within
5 the 100-year flood plain as designated by the Federal Emergency Management Agency. *Staff*
6 *Report, pages 5 and 6.*

7 16. Fortunately, the site of the proposed rezone is at a 370-foot elevation, placing it just
8 above the 100-year floodplain elevation, but within the 500-year flood plain. FEMA flood
9 maps show the nearby 100-year floodplain elevation is at 367/368 feet. *Staff Report, pages*
10 *5 and 6, GIS floodplain illustration on page 6.* As with any property affected by current
11 FEMA floodplain designations, the applicant and city staff should be mindful of any future
12 revisions to such mapping, and any subsequent state or federal regulations that might apply
13 to properties in such areas.

14 17. The requested rezone bears a substantial relationship to the public health, safety, and
15 general welfare. It allows for development of a relatively low-impact commercial business
16 on a vacant, flat parcel that is already served by adequate public services, including water,
17 electricity, and a wide street (state highway) abutting the property.

18 18. The requested rezone is appropriate in the context of adjacent properties.

19 19. The Development Services Manager's Staff Report includes a number of specific
20 findings and explanations that establish how the underlying application satisfies provisions
21 of applicable law and is consistent with the city's Comprehensive Plan and zoning
22 regulations. Except as modified in this Recommendation, all Findings contained in the Staff
23 Report are incorporated herein by reference as Findings of the undersigned-hearing examiner.

24 20. Any factual matters set forth in the foregoing or following sections of this
25 Recommendation are hereby adopted by the Hearing Examiner as findings of fact, and
26 incorporated into this section as such.

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24 FINDINGS OF FACT, CONCLUSIONS AND
25 RECOMMENDATION RE: CODY BENDER
26 REZONE APPLICATION TO CHANGE A SITE
LOCATED ON VAN GIESEN STREET BETWEEN
BRONCO LANE AND BUCKSKIN LANE FROM AG
(AGRICULTURAL) TO C-3 (GENERAL
COMMERCIAL/BUSINESS) FILE NO. Z2016-104

GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL - 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

VI. CONCLUSIONS.

Based upon the record, and the Findings set forth above, the Examiner issues the following Conclusions:

1. The applicant has met his burden to demonstrate that the requested rezone conforms to, and in fact implements objectives of, the City's Comprehensive Plan. *Findings; Staff Report, at pages 3-5.*

2. The applicant has met its burden to demonstrate that the requested rezone bears a substantial relationship to the public health, safety, or welfare.

3. The Staff Report and testimony on the record demonstrate that the proposed rezone will not require new public facilities and that there is capacity within the transportation network, the utility system, and other public services, to accommodate the commercial business envisioned for the rezone site. The rezoned property can provide for an appropriate level of general business, commercial development, in a manner that is compatible with the character of the existing uses and zoning districts surrounding the property.

4. The rezoned site will not be materially detrimental to uses or property in the immediate vicinity of the subject property.

6. As in all dynamic urban areas, circumstances in the area of the rezone site have, and will continue to change, from those in existence when the original AG zoning was adopted for the site. The neighboring property to the west will soon house a small business, and most all other parcels to the east along this portion of the Van Giesen corridor already include a mix of commercial, general business, uses. This development pattern reflects the changed circumstance where demand for conveniently-located commercial businesses to serve Richland and other Tri Cities' customers continues to grow, along with the region's population.

7. While the pending rezone application is categorically exempt from formal SEPA review, the record demonstrates that the potential for adverse impacts is very unlikely. And, despite the ample public notice issued for the application, no one spoke or submitted any written comments opposing the pending rezone request.

8. As required by RMC 19.50.010(C), the record includes staff assurances that the transportation system is sufficient to accommodate the type of development envisioned with the proposed rezone. The site visit to the area confirms that the road network is fully

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: CODY BENDER
REZONE APPLICATION TO CHANGE A SITE
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functional, and no transportation concurrency problems should arise as a result of the types of general businesses that can be located on the rezoned site.

9. Based on the record, the applicant demonstrated its rezone application merits approval, meeting its burden of proof imposed by RMC 19.60.060.

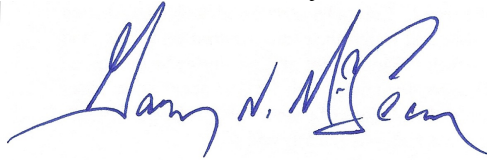
10. Approval of this rezone will not and does not constitute, nor does it imply any expectation of, approval of any permit or subsequent reviews that may be required for development or other regulated activities on the site of the subject rezone.

11. Any finding or other statement contained in this Recommendation that is deemed to be a Conclusion is hereby adopted as such and incorporated by reference.

VII. RECOMMENDATION.

Based upon the preceding Findings and Conclusions, the Hearing Examiner recommends that Cody Bender's application to rezone his 1.15-acre site located at or near 2682 Van Giesen Street (Parcel No. 1-04981020004002) in the City of Richland, Washington, from AG (Agricultural) to C-3 "General Business" (one of the City's Commercial zones), should be **APPROVED**.

ISSUED this 25th Day of October, 2016



Gary N. McLean
Hearing Examiner

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: CODY BENDER
REZONE APPLICATION TO CHANGE A SITE
LOCATED ON VAN GIESEN STREET BETWEEN
BRONCO LANE AND BUCKSKIN LANE FROM AG
(AGRICULTURAL) TO C-3 (GENERAL
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GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL - 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

**CITY OF RICHLAND DEVELOPMENT SERVICES DIVISION
STAFF REPORT TO THE HEARING EXAMINER**

GENERAL INFORMATION:

PROPOSAL NAME: Cody Bender Rezone

LOCATION: 2682 Van Giesen Street

APPLICANT: Cody Bender

FILE NO.: Z2016-104

DESCRIPTION: Request to change zoning on 1.15 acres from AG –
Agricultural to C-3 General Business

PROJECT TYPE: Type 3 Site-specific rezone

HEARING DATE: September 22, 2016

REPORT BY: Rick Simon, Development Services Manager

RECOMMENDED
ACTION: Approval



Figure 1 - Vicinity Map

(site outlined in red)

DESCRIPTION OF PROPOSAL

The applicant, Cody Bender, owns the subject property, and has filed a rezone request to change the zoning on a 1.15 acre site from AG – Agricultural to C-3 General Commercial. The applicant has not provided specific plans for the development of the property but has indicated an intent is to locate his business, C2 Pools, Inc. on the site. Refer to the application material submitted by the applicant in Exhibit 1.

SITE DESCRIPTION & ADJACENT LAND USES

The site consists of a single 1.1 acre parcel, bounded on the south by Van Giesen Street. The site is level and is currently used informally for vehicle storage. The adjacent property to the east is developed with an automotive repair business. Adjacent property to the west is undeveloped and has been approved for use as a landscaping contractor's business through the issuance of a special use permit. Adjacent property to the north is developed with a single family residence and pasture. The Buckskin Golf Course is located northeast of the site. Along the Van Giesen Street corridor there are a variety of commercial businesses including a veterinarian clinic, and a contractor's business and a

nursery. Across Van Giesen to the south there is a single family residence and pasture and a commercial nursery. Photos of the site are attached in Exhibit 2.

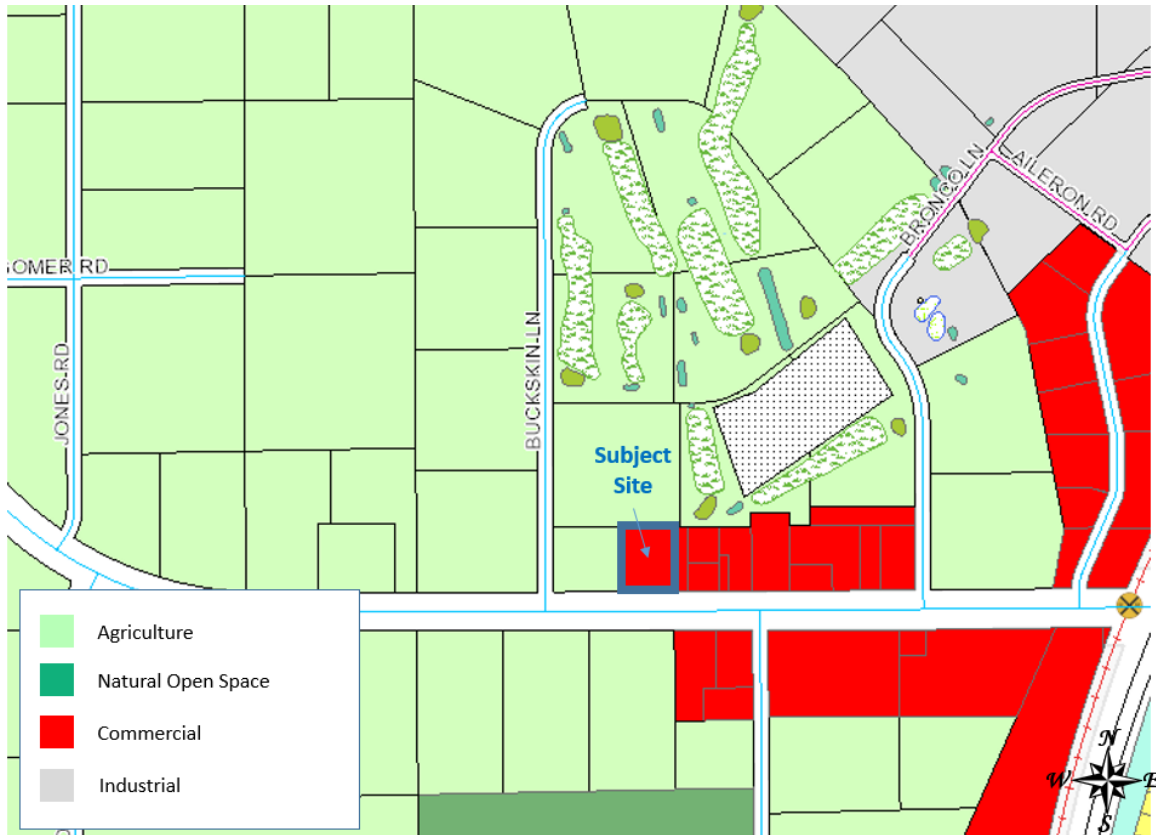


Figure 2 – Comprehensive Plan Map

COMPREHENSIVE PLAN

The City's comprehensive plan designates the site as suitable for commercial land uses. The adjacent properties to the east along Van Giesen Street are designated as commercial. Generally, the properties lying between the Bypass Highway and the Yakima River that are located within the 100 year floodplain have been designated as Agricultural lands.

EXISTING ZONING

The subject site along with adjacent properties to the north, west and south are zoned AG – Agricultural. Lands immediately east of the site are zoned C-3 General Business.

The stated purpose of the agricultural use district as set forth in RMC 23.14.010(A) is as follows:

The agricultural use district (AG) is a primary zone classification permitting essentially open land uses such as grazing lands or pasture, agriculture, and development of part-time small tract farming and other compatible uses of an open nature such as a cemetery, park, and recreational or similar uses on land which has favorable combinations of slope, climate, availability of water, or soil conditions. This zoning classification is intended to be applied to some portions of the city that are designated as agriculture or as urban reserve under the city of Richland comprehensive plan.

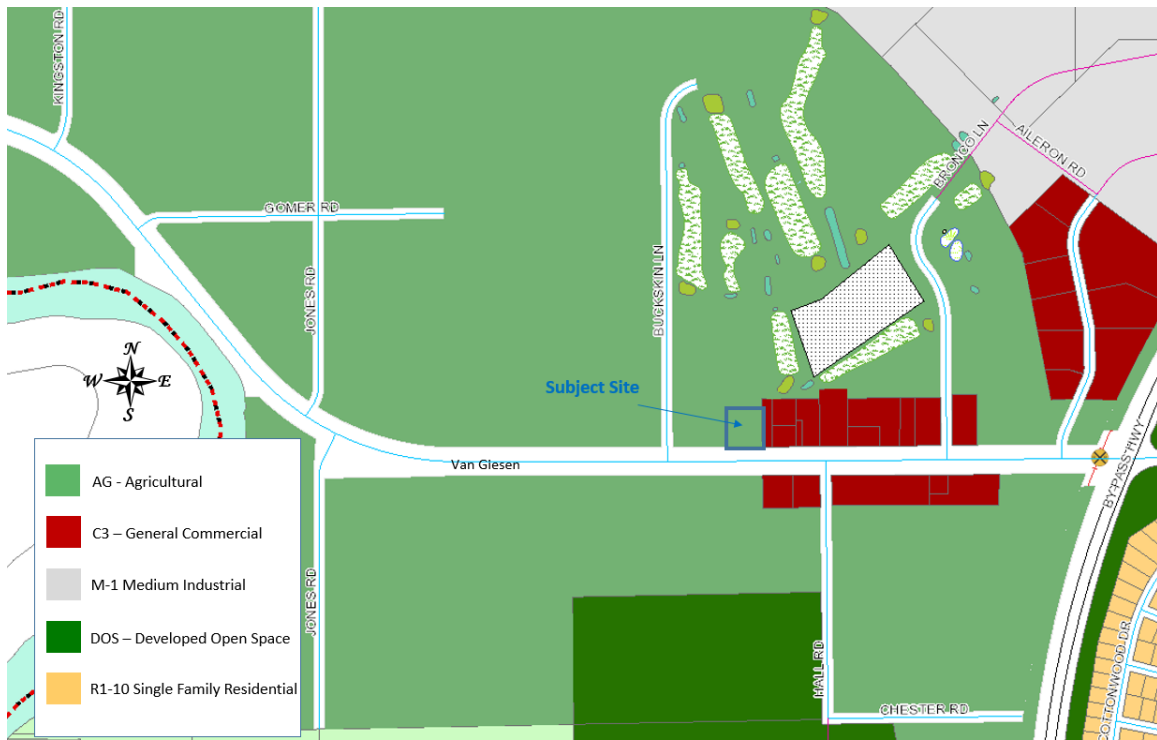


Figure 3 – Zoning Map

The stated purpose of the C-3 zone (as set forth in RMC 23.22.010) is as follows:

The general business use district (C-3) is a zone classification providing a use district for commercial establishments which require a retail contact with the public together with incidental shop work, storage and warehousing, or light manufacturing and extensive outdoor storage and

display, and those retail businesses satisfying the essential permitted use criteria of the C-2 use district. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

There are distinct differences in the dimensional requirements associated with the existing and proposed zone, as shown in the following table:

Zoning	Existing AG	Proposed C-3
STANDARD	REQUIRED/ALLOWED	REQUIRED/ALLOWED
Min. Lot Area	5 Acres	None
Max. Lot Coverage	None	None
Building Setbacks		
Front	25 ft.	0 ft.
Side(s)	10 ft.	0 ft.
Rear	25 ft.	0 ft.
Building Height	30 ft.	80 ft.

Table 1 – Comparison of AG & C-3 Dimensional Standards

Specific uses permitted in the Agricultural and Commercial zones are identified in the attached Exhibits 3 and 4 respectively. The C-3 zone permits a wide variety of retail and even light industrial land uses while the AG zone uses are limited to large lot single family uses, farming uses and a few specific types of outdoor commercial uses such as nurseries or landscaping material sales.

FLOODPLAIN

Much of the area lying east of the Yakima River along the Van Giesen Street corridor is located within the 100 year floodplain as identified by the Federal Emergency Management Agency. The subject site, while is close proximity to areas designated as floodplain is actually located outside the 100 year floodplain (Zone A) and within the 500 year floodplain (Zone B). The floodplain elevation for the subject site is between elevation 367 and 368 according to FEMA studies. The site is at elevation 370 according to the city's GIS mapping system.



PUBLIC NOTICE

Application Date:	August 18, 2016
Notice of Hearing Mailed:	September 12, 2016
Notice of Hearing Posted:	September 8, 2016
Public Hearing:	September 22, 2016

Notice of application and notice of hearing was provided through posting of the property, mailing of notice to property owners within 300 feet of the site and publication in the *Tri-City Herald* newspaper. Copies of the notices and affidavits are included in Exhibit 4. As of the date of this report, no comments were received from the public.

UTILITY AVAILABILITY

There is an existing 8 inch water main located on Van Giesen Street. Electrical power is also available to the site. No sewer service is available in the area, so any sewage disposal would have to be provided through an on-site septic system.

TRANSPORTATION

Van Giesen Street, also known as State Route 224, is classified as a highway under the City's Transportation Plan and would provide direct access to the site, as there are no other options for access to the site. Access control onto the state highway is under the authority of the City of Richland and would be reviewed and

permitted by the City's Public Works Department at the time specific plans for development are submitted to the City.

SEPA

No environmental review was conducted as part of this rezone application, based on the categorical exemption in WAC 197-11-800(6) (c) which provides for exemptions under the following circumstances:

Where an exempt project requires a rezone, the rezone is exempt only if:

- (i) The project is in an urban growth area in a city or county planning under RCW 36.70A.040;*
- (ii) The proposed rezone is consistent with and does not require an amendment to the comprehensive plan; and*
- (iii) The applicable comprehensive plan was previously subjected to environmental review and analysis through an EIS under the requirements of this chapter prior to adoption; and the EIS adequately addressed the environmental impacts of the rezone.*

In this case, the proposed project is located with the City and within Richland's urban growth area; the proposed action is consistent with the City's comprehensive plan; and the City's comprehensive plan was analyzed through the preparation of an environmental impact statement at the time of the plan's initial adoption in 1997.

ANALYSIS

The subject site is designated as commercial under the comprehensive plan and is located immediately adjacent to properties that are zoned C-3 General Business along the Van Giesen corridor.

City water and electrical services are located adjacent to the site and have adequate capacity to serve future development. While no sewer service is available in the area, many commercial uses generate a relatively low volume of sewage that could be accommodated through on-site sewage disposal systems. Likewise, the local street system has capacity to accommodate additional traffic that would be generated from future development.

While the site is located in close proximity to the floodplain, it has been identified by FEMA through its flood hazard maps as being outside the 100 year floodplain. No other critical areas or limitations to development are known to exist on the site.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the request for a change in zoning (Z2016-104) and recommends approval of the request based on the following:

1. The City of Richland Comprehensive Plan designates the subject site as suitable for commercial land uses;
2. The site is immediately adjacent to Van Giesen Street, which is a portion of State Route 224, a roadway that is classified as a highway under the City's Transportation Plan;
3. C-3 General Commercial zoning applied to the property would be consistent with the intent of the comprehensive plan;
4. City water mains and electrical services are adjacent to the site and have adequate capacity to serve future development of the site;
5. Public sewer is not available in the area. Requirements for sewage disposal will have to be met through on-site septic systems as required by the Benton-Franklin Health Department.
6. Adjacent properties along the Van Giesen Street corridor are developed with a variety of commercial uses and are zoned C-3 General Business;
7. The site is located outside the FEMA designated 100 year floodplain.
8. The project is exempt from the provisions of the State Environmental Policy Act, as identified in WAC 197-11-800(6) (c); and
9. Based on the above findings and conclusions, approval of the zone change request would be in the best interest of the community of Richland.

EXHIBIT LIST

1. Application Form
2. Site Photos
3. Zoning – Chapter 18.14 of the Richland Municipal Code – Agriculture
4. Zoning – Chapter 18.22 of the Richland Municipal Code – Commercial
5. Public Notices

Planning & Development Services Division • Current Planning Section
840 Northgate Drive • Richland, WA 99352
General Information: 509/942-7794 • Fax: 509/942-7764

Petition for Change of Zoning District Classification

Application is hereby made to the City of Richland for a change of zone, pursuant to Section 23.82.190 of the City of Richland Municipal Code.

The following required information must be typed or printed legibly in the appropriate spaces.

SECTION I – APPLICANT INFORMATION			
Applicant's Name: <u>CODY W. BENDER</u>			
Address: <u>85411 BADGER VIEW DR.</u>			
City: <u>KENNEWICK</u>	State: <u>WA.</u>	Zip: <u>99338</u>	
Phone: <u>509-430-0335</u>	Fax:	Other and/or e-mail address: <u>Cody@C2 Pools.com</u>	
Please check under what capacity you are filing:			
☐ Recorded owner of the property as of		☒ Purchasing under contract as of	
☐ The lessee as of		☐ The authorized agent of any of the foregoing, duly authorized in writing (written authorization must be attached to application).	
SECTION II – PROPERTY LOCATION AND GENERAL DESCRIPTION			
Street address(es) of property for which the zone change is requested, if applicable: <u>2682 VAN GIESEN ST. RICH. WA. 99354</u>			
Relationship to adjacent streets (i.e., west of Main Street between 1 st Avenue and 2 nd Avenue): <u>EAST OF BUCKSKIN LOOP LN</u> <u>WEST OF BRANCO LN.</u>			
General description of development status (i.e., vacant, agricultural, buildings, or miscellaneous improvement):			
Size of petition area <u>1.15</u> acres and		square feet	
SECTION III - CHANGE OF ZONE REQUEST			
A change of zone from <u>AGRICULTURE</u>		To <u>COMMERCIAL C-3</u>	
is requested for the property described in Section II of this application.			
SECTION IV – JUSTIFICATION			
State the reason(s) for the requested change of zone: <u>WOULD LIKE TO</u> <u>RUN C2 POOLS INC. AND IN FUTURE PUT</u> <u>STORAGE WITH OFFICE ON THE LAND.</u>			

[Continued

I DECLARE UNDER PENALTY OF THE PERJURY LAWS THAT THE INFORMATION I HAVE PROVIDED ON THIS FORM/APPLICATION IS TRUE, CORRECT AND COMPLETE.

DATED THIS 18 DAY OF AUGUST, 2016


Applicant's Signature

85411 BADGER VIEW DR.

Address

KENNY, WA. 98338

City, State, Zip

509-430-0335

Phone

Applicant's Signature

Address

City, State, Zip

Phone

FOR OFFICE USE ONLY

Date accepted for filing _____

Items enclosed: Filing fee and Title Insurance
Company Ownership Report showing all property
Owners of Record within 300-feet.

City Official's Signature

Z2016-104 – Bender Zone Change Application



Subject Site

From the West Looking East

Source: Google Earth

Z2016-104 – Bender Zone Change Application



Subject Site

From the East Looking West

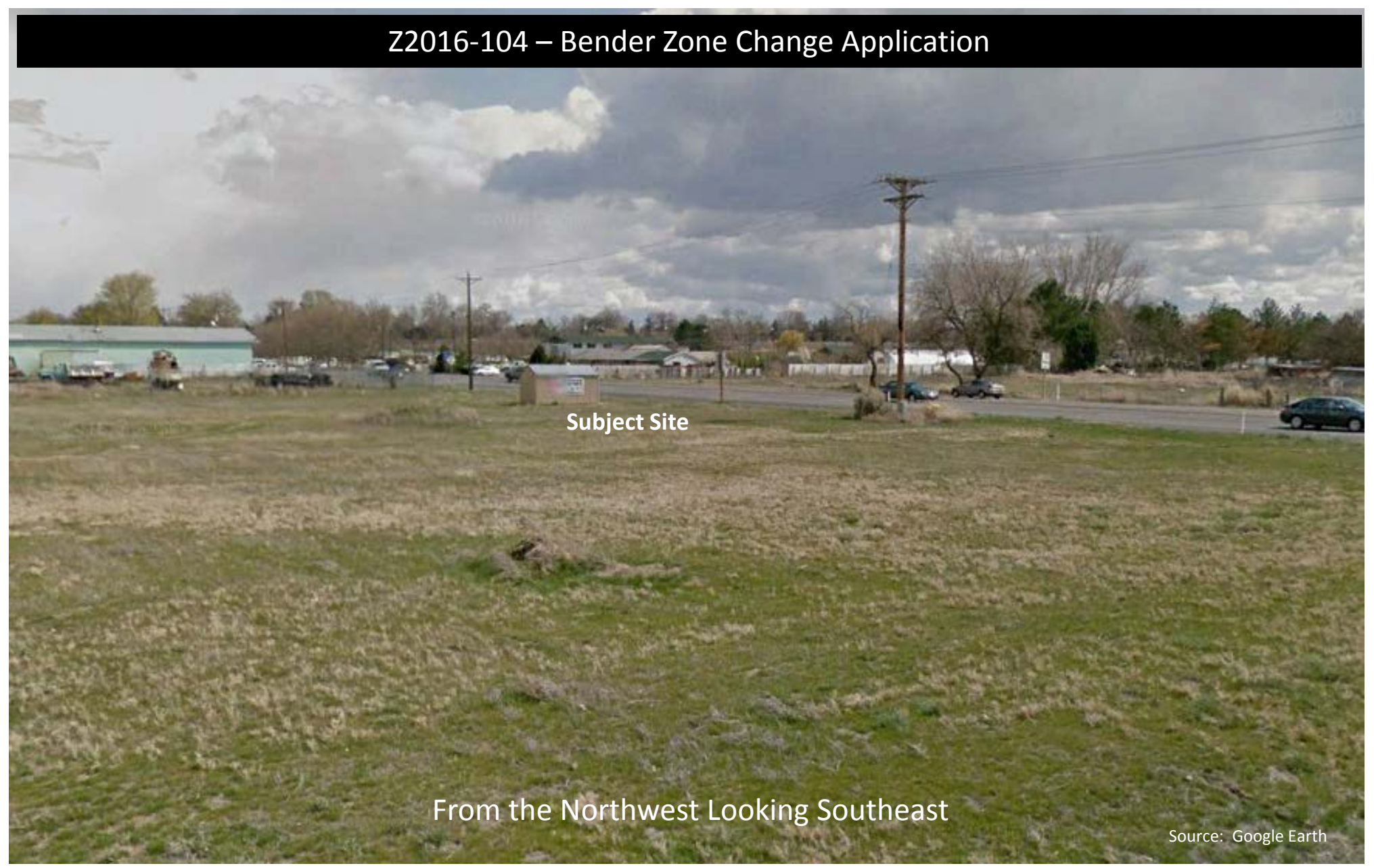
© 2016 Google

© 2016 Google

Source: Google Earth

Go

Z2016-104 – Bender Zone Change Application

An aerial photograph showing a large, open grassy field in the foreground. In the middle ground, there is a paved road with several cars parked or driving. Behind the road, there are various buildings, including a large light blue industrial building on the left and several smaller structures. A tall utility pole stands near the center of the road. The background is filled with more trees and buildings under a cloudy sky. The text "Subject Site" is overlaid on the grassy field.

Subject Site

From the Northwest Looking Southeast

Source: Google Earth

Chapter 23.14 – Agricultural Zoning Districts

Sections:

23.14.010 Purpose of Agricultural Use Districts

23.14.020 Agricultural Performance Standards and Special Requirements

23.14.030 Agricultural Use Districts Permitted Land Uses

23.14.040 Site Requirements for Agricultural Use Districts

23.14.050 Parking Standards for Agricultural Use Districts

23.14.010 Purpose of Agricultural Use Districts

- A. The Agricultural Use District (AG) is a primary zone classification permitting essentially open land uses such as grazing lands or pasture, agriculture, and development of part-time small tract farming and other compatible uses of an open nature such as a cemetery, park, and recreational or similar uses on land which has favorable combinations of slope, climate, availability of water, or soil conditions. This zoning classification is intended to be applied to some portions of the City that are designated as Agriculture or as Urban Reserve under the City of Richland Comprehensive Plan
- B. The Suburban Agricultural Use District (SAG) is a zone classification providing for residential areas, rural in nature, with sufficiently large lots to allow for the maintenance of certain animals and farm crops, while at the same time establishing and maintaining a living environment of high standards for residential uses. This zoning classification is intended to be applied to some portions of the City that are designated Low Density Residential (0 – 5 Dwellings/Acre) under the City of Richland Comprehensive Plan.

23.14.020 Agricultural Performance Standards and Special Requirements

- A. The following standards relate to the raising and keeping of livestock in an AG district:
 1. A permitted structure, pen or building in which livestock is kept shall be located not less than twenty-five feet from any lot line and not less than forty feet from any one-family dwelling;
 2. A pasture, including perimeter fencing, shall be located not less than fifteen feet from any one-family dwelling located on the same lot;
 3. Uses, structures and buildings shall comply with the applicable yard and area requirements of Sections 23.38.010 through 23.38.090 of this title.

The following standards relate to the agricultural activities permitted in the SAG district:

Limited agricultural uses such as orchards, vineyards, vegetable gardens, field crops and pastures;

Sale of products grown on the premises;

Limited raising or keeping of large livestock as follows:

- a) Horses, ponies, mules, donkeys, burros, and similar animals,
- b) Dairy cattle, beef cattle, buffalo and similar animals,
- c) Sheep, goats, and similar animals.

A maximum of two animal units (one animal unit equals approximately one thousand pounds of animal weight) may be kept per one acre gross pasture area. Gross pasture area is that portion of a lot, which is fenced and used solely for the grazing and keeping of large livestock. The following are examples of animal unit usages:

- 1 horse and 1 cow per gross pasture acre;
- 2 cows or 2 horses per gross pasture acre;
- 10 sheep or 10 goats per gross pasture acre;
- 8 sheep and 2 goats per gross pasture acre.

If any additional animal(s) born on the premises causes the maximum allowable number of animals to be exceeded, adjustments must be made to bring the total number of animals into compliance with this chapter with the corresponding time limits specified below:

- Horses and similar animals-one year from date of birth;
- Cattle and similar animals-one year from date of birth;
- Sheep, goats, and similar animals-six months from date of birth.

If any additional animal(s) are acquired by any means other than by birth, and cause the maximum allowable number of animals to be exceeded, adjustments must be made to bring the total number of animals into compliance with this chapter within ninety days after placement of the additional animal(s) on the premises. In addition, a fence must be constructed prior to the acquisition of any large livestock to ensure containment of the livestock on the premises;

Limited raising or keeping of small livestock as follows:

- d) Rabbits and similar animals,
- e) Chickens, ducks, geese, turkeys, and other similar fowl.

A maximum of twelve animals or fowl, as defined above, may be raised or kept per one acre gross lot area.

In addition, a shed, coop, hutch, or similar containment structure must be constructed prior to the acquisition of any small livestock to ensure containment of the livestock on the premises.

Standings under roofed stable must be made of material and which provides for proper drainage so as not to create offensive odors, fly, or insect breeding, or other nuisances.

Manure must be collected at least once a week and shall be disposed of in one or more of the following manners:

Placement of manure in a fly-proof container with periodic removal of manure from the lot;

Adequate burying of the manure;

Removal of manure from the lot.

Fences, pens, corrals or similar enclosures must be of sufficient height and strength to retain animals

Any structures used for the keeping of livestock shall be setback a minimum of fifty feet (50') from any property line.

23.14.030 Agricultural Use Districts Permitted Land Uses

In the following chart, land use classifications are listed on the vertical axis. Zoning districts are listed on the horizontal axis.

- A. If the symbol "P" appears in the box at the intersection of the column and row, the use is permitted, subject to the general requirements and performance standards required in that zoning district.
- B. If the symbol "S" appears in the box at the intersection of the column and row, the use is permitted subject to the Special Use Permit provisions contained in Chapter 23.46 of this title.
- C. If the symbol "A" appears in the box at the intersection of the column and the row, the use is permitted as an accessory use, subject to the general requirements and performance standards required in the zoning district.
- D. If a number appears in the box at the intersection of the column and the row, the use is subject to the general conditions and special provisions indicated in the corresponding note.
- E. If no symbol appears in the box at the intersection of the column and the row, the use is prohibited in that zoning district.

Land Use	AG	SAG
Agriculture		
Agricultural Use	P	P
Business and Personal Services		
Animal Shelter	S ¹	
Commercial Kennel	S ¹	
Hospital Clinic – Large Animal	S ¹	
Hospital Clinic – Small Animal	S ¹	
Industrial Uses		
Excavating, processing, removal of topsoils, sand, gravel, rock or similar natural deposits	S ²	
Public Uses		
Churches	P ³	P ³

Land Use	AG	SAG
Clubs or Fraternal Societies	P ³	P ³
Cultural Institutions	P ³	P ³
General Park Maintenance & Operations	P	P
Golf Courses	P	P
Passive Open Space Uses	P	P
Power Transmission & Irrigation Wasteway Easements & Utility Uses	P ⁴	P ⁴
Public Agency Buildings	P ⁴	P ⁴
Public Agency Facilities	P ⁴	P ⁴
Public Parks	P	P
Schools	P ⁵	P ⁵
Special Events including concerts, tournaments, and competitions, fairs, festivals and similar public gatherings	P	P
Trail Head Facilities	P	P
Trail for Equestrian, Pedestrian or non-motorized Vehicle Use	P	P
Recreational Uses		
Commercial Recreation, Outdoor	S ⁶	
Recreational Vehicle Campgrounds	S ⁷	
Stable, Public	S ⁸	
Retail Uses		
Landscaping Material Sales	S ⁹	
Nursery, Plant	S ⁹	
Parking Lot	A	A
Residential Uses		
Accessory Apartments	A ¹⁰	A ¹⁰
Adult Family Home	P	P
Bed and Breakfast	S ¹¹	S ¹¹
Day Care Center	S ¹²	S ¹²
Designated Manufactured Home	P ¹³	P ¹³
Dwelling, One Family Detached	P ¹³	P ¹³
Family Day Care Home	A ¹²	A ¹²
Home Occupations	A ¹⁴	A ¹⁴
Private Swimming Pools	A ¹⁵	A ¹⁵
Recreational Club	P ¹⁶	P ¹⁶
Rental of Rooms to not more than four persons other than the family occupying the single family dwelling	A	A
Miscellaneous Uses		
Cemetery	P	
Micro and Macro Antennas	P	P
Raising Crops, Trees or Vineyards	P	P

1 Section 23.42.040

2 Section 23.42.070

3 Section 23.42.050

4 Section 23.42.200

5 Section 23.42.250

6 Section 23.42.175

7 Section 23.42.230

8 Section 23.42.190

9 Section 23.25.105

10 Section 23.42.020

11 Section 23.42.045

12 Section 23.42.080

13 Section 23.18.025

14 Section 23.42.090

15 Section 23.42.300

16 Section 23.42.210

23.14.040 Site Requirements for Agricultural Use Districts

In the following chart, development standards are listed on the vertical axis. Zoning districts are listed on the horizontal axis. If a number appears in the box at the intersection of the column and row, that number represents the dimensional standard that applies to that zoning district.

Standard	AG	SAG
Minimum Lot Area Requirement	5 Acres	43,560 square ft.
Minimum Lot Width	None	145
Minimum Lot Depth	None	145
Minimum Street Frontage	None	40
Minimum Front Yard Setback	25	20
Minimum Side Yard Setback	10	10
Minimum Rear Yard Setback	25	25 ¹
Maximum Lot Coverage ²	None	20%
Maximum Building Height - Main Building	30	30
Maximum Building Height - Accessory Buildings	24	24

¹ Main structures shall be setback a minimum of twenty five feet (25') and accessory structures shall meet the requirements of RMC Section 23.38.020 except that structures intended for the keeping of livestock shall meet the setback requirements of fifty feet (50') as established in 23.14.020(B)(10).

² Lot coverage includes all buildings, including accessory buildings or structures on any lot in a residential district, exclusive of patios without roof coverings or patios with only open lattice or similar type roof construction.
(Ord. 04-09)

23.14.050 Parking Standards for Agriculture Use Districts

Off street parking space shall be provided in all agricultural zones in compliance with the requirements of Chapter 23.54 of this title.

Chapter 23.22

COMMERCIAL ZONING DISTRICTS

Sections:

[23.22.010](#) Purpose of commercial use districts.

[23.22.020](#) Performance standards and special requirements.

[23.22.030](#) Commercial use districts permitted land uses.

[23.22.040](#) Site requirements and development standards for commercial use districts.

[23.22.050](#) Parking standards for commercial use districts.

23.22.010 Purpose of commercial use districts.

A. The limited business use district (C-LB) is a zone classification designed to provide an area for the location of buildings for professional and business offices, motels, hotels, and their associated accessory uses, and other compatible uses serving as an administrative district for the enhancement of the central business districts, with regulations to afford protection for developments in this and adjacent districts and in certain instances to provide a buffer zone between residential areas and other commercial and industrial districts. This zoning classification is intended to be applied to some portions of the city that are designated either commercial or high-density residential under the city of Richland comprehensive plan.

B. The neighborhood retail business use district (C-1) is a limited retail business zone classification for areas which primarily provide retail products and services for the convenience of nearby neighborhoods with minimal impact to the surrounding residential area. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

C. The retail business use district (C-2) is a business zone classification providing for a wide range of retail business uses and services compatible to the core of the city and providing a focal point for the commerce of the city. All activities shall be conducted within an enclosed building except that off-street loading, parking, and servicing of automobiles may be in the open and except that outdoor storage may be permitted when conducted in conjunction with the principal operation which is in an enclosed adjoining building. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

D. The general business use district (C-3) is a zone classification providing a use district for commercial establishments which require a retail contact with the public together with incidental shop work, storage and warehousing, or light manufacturing and extensive outdoor storage and display, and those retail businesses satisfying the essential permitted use criteria of the C-2 use district. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

E. The waterfront use district (WF) is a special commercial and residential zoning classification providing for the establishment of such uses as marinas, boat docking facilities, resort motel and hotel facilities, offices, and other similar commercial, apartment, and multifamily uses which are consistent with

waterfront oriented development, and which are in conformance with RMC Title [26](#), Shoreline Management, and with applicable U.S. Corps of Engineers requirements. This zoning classification encourages mixed special commercial and high-density residential uses to accommodate a variety of lifestyles and housing opportunities. Any combination of listed uses may be located in one building or one development (i.e., related buildings on the same lot or site). This zoning classification is intended to be applied to those portions of the city that are designated waterfront under the city of Richland comprehensive plan.

F. The central business district (CBD) is a special mixed use zoning classification designed to encourage the transformation of the central business district from principally a strip commercial auto-oriented neighborhood to a more compact development pattern. The central business district is envisioned to become a center for housing, employment, shopping, recreation, professional service and culture. The uses and development pattern will be integrated and complementary to create a lively and self-supporting district. Medium rise buildings will be anchored by pedestrian oriented storefronts on the ground floor with other uses including housing on upper floors. Projects will be well designed and include quality building materials. Appropriate private development will be encouraged via public investments in the streetscape and through reduction in off-street parking standards. Uses shall generally be conducted completely within an enclosed building, except that outdoor seating for cafes, restaurants, and similar uses and outdoor product display is encouraged. Buildings shall be oriented to the fronting street or accessway, to promote a sense of enclosure and continuity along the street or accessway. This zoning classification is intended for those portions of the city that are designated as central business district, as well as some properties designated as commercial and waterfront, under the Richland comprehensive plan. The central business district zone contains overlay districts titled medical, parkway, and uptown. The overlay districts implement varying site development requirements.

G. The commercial recreation district (CR) is a special commercial district providing for the establishment of such uses as marinas, boat docking facilities, resort motel and hotel facilities, and other commercial uses which are consistent with waterfront oriented development, and which are in conformance with RMC Title [26](#), Shoreline Management, and with the U.S. Corps of Engineers requirements, and providing for regulations to protect the business and residents of the city from objectionable influences, building congestion and lack of light, air and privacy. This zoning classification is intended for those portions of the city that are designated as waterfront or commercial under the Richland comprehensive plan.

H. The commercial winery use district (CW) is a zone classification designed to provide an area for the operation of commercial wineries, including all aspects of the wine making industry, from the raising of crops to the production, storage and bottling of wine and the retail sales of wine and related products. Other uses, which support winery-related tourism, such as restaurants, entertainment venues, retail services such as gift shops and bed and breakfast facilities are also permitted, along with other uses that are compatible with wineries. [Ord. 28-05 § 1.02; Ord. 04-09].

23.22.020 Performance standards and special requirements.

A. Commercial Limited Business. Residential uses permitted in the C-LB district must comply with the following standards except as provided by footnote (6) of RMC [23.22.040](#):

1. Minimum Yard Requirements.

- a. Front Yard. Twenty feet except as provided by footnote (3) of RMC [23.18.040](#);
 - b. Side Yards. Each side yard shall provide one foot of side yard for each three feet or portion thereof of building height;
 - c. Rear Yards. Twenty-five feet.
2. Required Court Dimensions. Each court on which windows open from any room other than a kitchen, bathroom or a closet, shall have all horizontal dimensions measured at right angles from the windows to any wall or to any lot line other than a front lot line equal to not less than the height of the building above the floor level of the story containing the room, but no dimension shall be less than 20 feet.
3. Distance Between Buildings. No main building shall be closer to any other main building on the lot than a distance equal to the average of their heights. This provision shall not apply if no portion of either building lies within the space between the prolongation of lines along any two of the opposite walls of the other building, but in any such situation the buildings shall not be closer to each other than a distance of 10 feet.
4. Percentage of Lot Coverage. Apartment buildings in a C-LB district shall cover not more than 33 percent of the area of the lot.
- B. Neighborhood Retail Business. All uses permitted in a C-1 district must comply with the following performance standards:
- 1. All business, service, repair, processing, or merchandise display shall be conducted wholly within an enclosed building, except for off-street automobile parking, the sale of gasoline, and self-service car washes. Limited outdoor display of merchandise is permitted; provided, that such display shall include only those quantities sold in a day's operation.
 - 2. Outdoor storage areas incidental to a permitted use shall be enclosed with not less than a six-foot-high fence and shall be visually screened from adjoining properties. All storage areas shall comply with building setbacks.
 - 3. Not more than three persons shall be engaged at any one time in fabricating, repairing, cleaning, or other processing of goods other than food preparation in any establishment. All goods produced shall be primarily sold at retail on the premises where produced.
 - 4. Lighting, including permitted illuminated signs, shall be shielded or arranged so as not to reflect or cause glare to extend into any residential districts, or to interfere with the safe operation of motor vehicles.
 - 5. Noise levels resulting from the operation of equipment used in the conduct of business in the C-1 district shall conform to the requirements of Chapter 173-60 WAC, Maximum Environmental Noise Levels.
 - 6. No single retail business, except for a food store, shall operate within a building space that exceeds 15,000 square feet in area, unless approved by the planning commission through the issuance of a special use permit upon the finding that the proposed retail business primarily serves and is appropriately located within the surrounding residential neighborhoods.

C. General Business. All permitted commercial business uses may be located in the C-3 district, provided their performance is of such a nature that they do not inflict upon the surrounding residential areas, smoke, dirt, glare, odors, vibration, noise, excessive hazards or water pollution detrimental to the health, welfare or safety of the public occupying or visiting the areas. The maximum permissible limits of these detrimental effects shall be as herein defined and upon exceeding these limits they shall be as herein considered a nuisance, declared in violation of this title and shall be ordered abated.

1. Smokestacks shall not emit a visible smoke except for one 10-minute period each day, when a new fire is being started. During this period, the density of the smoke shall not be darker than No. 2 of the Ringlemann Chart as published by the U.S. Bureau of Mines.
2. No visible or invisible noxious gases, fumes, fly ash, soot or industrial wastes shall be discharged into the atmosphere from any continuous or intermittent operation except such as is common to the normal operations of heating plants or gasoline or diesel engines in cars, trucks or railroad engines.
3. Building materials with high light reflective qualities shall not be used in the construction of buildings in such a manner that reflected sunlight will throw intense glare to areas surrounding the C-3 district.
4. Odors of an intensity greater than that of a faint smell of cinnamon which can be detected by persons traveling the roads bordering the lee side of the C-3 district, when a 10 mph wind or less is blowing, are prohibited.
5. Machines or operations which generate air or ground vibration must be baffled or insulated to eliminate any sensation of sound or vibration outside the C-3 district.

D. Waterfront. It is the intent of this section that:

1. Uses should be oriented primarily to the waterfront and secondarily to the public street to facilitate public access to the waterfront; and
2. Public pedestrian access shall include clearly marked travel pathways from the public street through parking areas to primary building entries.

E. Central Business District. New buildings shall conform to the following design standards:

1. The maximum setback area shall only be improved with pedestrian amenities including but not limited to: landscaping, street furniture, sidewalks, plazas, bicycle racks, and public art.
2. Building facades facing streets shall include:
 - a. Glass fenestration on 50 percent to 80 percent of the ground floor of the building facade. A window display cabinet, work of art, decorative grille or similar treatment may be used to cover an opening for concealment and to meet this standard on those portions of the ground floor facade where the applicant can demonstrate that the intrusion of natural light is detrimental to the ground floor use. Examples of such uses include, but are not limited to, movie theaters, museums, laboratories, and classrooms.
 - b. At least two of the following architectural elements:
 - i. Awnings;

- ii. Wall plane modulation at a minimum of three feet for every wall more than 50 feet in length;
 - iii. Pilasters or columns;
 - iv. Bays;
 - v. Balconies or building overhangs; or
 - vi. Upper story windows (comprising a minimum of 50 percent of the facade).
3. At least one pedestrian, nonservice entrance into the building will be provided on each street frontage or provided at the building corner.
 4. Variation of exterior building material between the ground and upper floors of multi-story buildings.
 5. All buildings with a flat roof shall use a modulated height parapet wall for wall lengths greater than 50 feet. The modulation of parapet heights is encouraged to identify building entrances.
 6. All new buildings that utilize parapet walls shall include a projecting cornice detail to create a prominent edge.
 7. Public street and sidewalk improvements are required per Richland Municipal Code to implement approved street cross-sections. Curb cuts are encouraged to be located adjacent to property lines and shared with adjacent properties, via joint access agreement.
 8. Service bays, loading areas, refuse dumpsters, kitchen waste receptacles, outdoor storage locations, and rooftop mechanical equipment shall be located away from public rights-of-way via site planning and screened from view with landscaping, solid screening or combination.
 9. Alternative Design. In the event that a proposed building and/or site does not meet the literal standards identified in this section, or the maximum setback standards set forth in RMC [23.22.040](#) or the maximum parking standards set forth in RMC [23.22.050](#), a project representative may apply to the Richland planning commission for a deviation from these site design standards. The Richland planning commission shall consider said deviation and may approve any deviation based on its review and a determination that the application meets the following findings:
 - a. That the proposal would result in a development that offers equivalent or superior site design than conformance with the literal standards contained in this section; and
 - b. The proposal addresses all applicable design standards of this section in a manner which fulfills their basic purpose and intent; and
 - c. The proposal is compatible with and responds to the existing or intended character, appearance, quality of development and physical characteristics of the subject property and immediate vicinity. [Ord. 28-05 § 1.02; Ord. 07-06; Ord. 04-09; Ord. 07-10 § 1.01; amended during 2011 recodification; Ord. 32-11 § 4].

23.22.030 Commercial use districts permitted land uses.

In the following chart, land use classifications are listed on the vertical axis. Zoning districts are listed on the horizontal axis.

A. If the symbol “P” appears in the box at the intersection of the column and row, the use is permitted, subject to the general requirements and performance standards required in that zoning district.

B. If the symbol “S” appears in the box at the intersection of the column and row, the use is permitted subject to the special use permit provisions contained in Chapter [23.46](#) RMC.

C. If the symbol “A” appears in the box at the intersection of the column and the row, the use is permitted as an accessory use, subject to the general requirements and performance standards required in the zoning district.

D. If a number appears in the box at the intersection of the column and the row, the use is subject to the general conditions and special provisions indicated in the corresponding note.

E. If no symbol appears in the box at the intersection of the column and the row, the use is prohibited in that zoning district.

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Agricultural Uses								
Raising Crops, Trees, Vineyards								P
Automotive, Marine and Heavy Equipment								
Automotive Repair – Major				P				
Automotive Repair – Minor		P	P	P	S			
Automotive Repair – Specialty Shop		S	P	P	S			
Automobile Service Station		P ¹	P ¹	P ¹	S ¹			
Auto Part Sales		P	P	P	S			
Boat Building				P				
Bottling Plants				P				P ²⁸
Car Wash – Automatic or Self-Service		P ²	P ²	P ²	S ²			
Equipment Rentals			P	P				
Farm Equipment and Supplies Sales				P				
Fuel Station/Mini Mart	S	P	P	P	P			

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Heavy Equipment Sales and Repair				P				
Manufactured Home Sales Lot				P				
Marinas						P	P	
Marine Equipment Rentals				P		P	P	
Marine Gas Sales						A	A	
Marine Repair				P		P	P	
Towing, Vehicle Impound Lots				S ³				
Truck Rentals			P	P				
Truck Stop – Diesel Fuel Sales			S	P				
Truck Terminal				P				
Vehicle Leasing/Renting			P ⁴	P	S ⁴			
Vehicle Sales			P ⁴	P	S ⁴			
Warehousing, Wholesale Use				P				
Business and Personal Services								
Animal Shelter				S ⁵				
Automatic Teller Machines	P	P	P	P	P	P		P
Commercial Kennel				P ⁵				
Contractors' Offices		P	P	P	P			
Funeral Establishments			P	P				
General Service Businesses	A	P	P	P	P	P		
Health/Fitness Facility	A	P	P	P	P	A	P	

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Health/Fitness Center			P	P	P		P	
Health Spa		P	P	P	P	P		P
Hospital/Clinic – Large Animal				S ⁵				
Hospital/Clinic – Small Animal			S ⁵	P ⁵	P			
Laundry/Dry Cleaning, Com.				P	P ²⁹			
Laundry/Dry Cleaning, Neighborhood		P	P	P	P			
Laundry/Dry Cleaning, Retail	P	P	P	P	P	P		
Laundry – Self-Service		P	P	P	P			
Mini-Warehouse				P ⁶				
Mailing Service	P	P	P	P	P	P		
Personal Loan Business	P	P	P	P	P			
Personal Services Businesses	A	P	P	P	P	P		
Photo Processing, Copying and Printing Services	P	P	P	P	P	P		
Telemarketing Services	P		P	P	P			
Video Rental Store		P	P	P	P	P		P
Food Service								
Cafeterias	A		A	A	A	A	A	
Delicatessen	P	P	P	P	P	P	P	P
Drinking Establishments		P ⁷	P	P	P	P	P	P
Micro-Brewery			P	P	P	P	P	P
Portable Food Vendors ²⁶	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁸

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Restaurants/Drive-Through		S ⁸	P ⁸	P ⁸	S ^{8,9}	S ^{8,9}		
Restaurants/Lounge		P ⁷	P	P	P	P	P	P
Restaurants/Sit Down	A	P	P	P	P	P	P	P
Restaurants/Take Out		P	P	P	P	P		P
Restaurants with Entertainment/Dancing Facilities		P ⁷	P	P	P	P	P	P
Wineries – Tasting Room		P ⁷	P	P	P	P	P	P
Industrial/Manufacturing Uses								
Laundry and Cleaning Plants				P				P ²⁸
Light Manufacturing Uses				P				P ²⁸
Warehousing and Distribution Facilities				P				P ²⁸
Wholesale Facilities and Operations				P				P ²⁸
Wineries – Production				P				P
Office Uses								
Financial Institutions	P	P/S ²²	P	P	P/S ²²	P		
Medical, Dental and Other Clinics	P	P	P	P	P	P		
Newspaper Offices and Printing Works			P	P	P			
Office – Consulting Services	P	P	P	P	P	P		P ²⁸
Office – Corporate	P		P	P	P	P		P ²⁸
Office – General	P	P	P	P	P	P		P ²⁸
Office – Research and Development	P		P	P	P			P ²⁸
Radio and Television Studios			P	P	P			

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Schools, Commercial	P		P	P	P	P		
Schools, Trade			P	P	P			P ²⁸
Travel Agencies	P	P	P	P	P	P		
Public/Quasi-Public Uses								
Churches	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P	P ¹⁰		
Clubs or Fraternal Societies	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰		
Cultural Institutions	P ¹⁰	P ¹⁰	P ¹⁰		P ¹⁰	P ¹⁰		P ¹⁰
General Park O&M Activities	P	P	P	P	P	P	P	P
Hospitals	P		P	P	P			
Homeless Shelter				P				
Passive Open Space Use	P	P	P	P	P	P	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹
Public Agency Buildings	P	P	P	P	P	P	P	
Public Agency Facilities	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹
Public Campgrounds				S			S	
Public Parks	P	P	P	P	P		P	P
Schools	P ¹²	P ¹²	P ¹²	P ¹²	P ¹²	P ¹²		
Schools, Alternative	P ¹³	P ¹³	P ¹³	P ¹³	P ¹³			
Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings	P	P	P	P	P	P	P	P
Trail Head Facilities	P	P	P	P	P	P	P	P

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Trails for Equestrian, Pedestrian, or Nonmotorized Vehicle Use	P	P	P	P	P	P	P	P
Recreational Uses								
Art Galleries			P	P	P	P	P	P
Arcades		P	P	P	P	P	P	
Boat Mooring Facilities						P	P	
Cinema, Indoor			P	P	P	P	P	
Cinema, Drive-In			P	P				
Commercial Recreation, Indoor		S ⁷	P	P	P	P	P	
Commercial Recreation, Outdoor			P	P		P	P	
House Banked Card Rooms				P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	
Recreational Vehicle Campgrounds				S ¹⁵			S ¹⁵	
Recreational Vehicle Parks				S ¹⁶			S ¹⁶	
Stable, Public				S ¹⁷				
Theater		P ⁷	P	P	P	P	P	P
Residential Uses								
Accessory Dwelling Unit		A	A	A	A	A		A
Apartment, Condominium (3 or more units)	P		P ¹⁸		P	P		
Assisted Living Facility	P		P		P ¹⁸	P		
Bed and Breakfast	P	P	P	P	P	P	P	P
Day Care Center	P ¹⁹	P ¹⁹	P ¹⁹	P ¹⁹	P ¹⁹	P ¹⁹		
Dormitories, Fraternities, and Sororities	P				P	P		

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Dwelling, One-Family Attached						p ²⁵		
Dwelling, Two-Family Detached						P		
Dwelling Units for a Resident Watchman or Custodian				A				p ²⁸
Family Day Care Home	p ¹⁹					p ¹⁹		
Houseboats						P	P	
Hotels or Motels	P		P	P	P	P	P	P
Nursing or Rest Home	P		P		p ¹⁸	P		
Recreational Club	A				A	A		
Senior Housing	P				p ¹⁸	P		
Temporary Residence	p ²⁰	p ²⁰	p ²⁰	p ²⁰	p ²⁰	p ²⁰		P
Retail Uses								
Adult Use Establishments				p ²¹				
Apparel and Accessory Stores		P	P	P	P	P		P
Auto Parts Supply Store		P	P	P	P			
Books, Stationery and Art Supply Stores	A	P	P	P	P	P		P
Building, Hardware, Garden Supply Stores		P	P	P	P			
Department Store			P	P	P			
Drug Store/Pharmacy	A	P/S ²²	P	P	P	P		
Electronic Equipment Stores		P	P	P	P	P		
Food Stores		P	P	P	P	P		
Florist		P	P	P	P	P		P

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Furniture, Home Furnishings and Appliance Stores		P	P	P	P			
Landscaping Material Sales			A	P				
Lumberyards				P				
Nursery, Plant				P				P
Office Supply Store	A	P	P	P	P	P		
Outdoor Sales				P				
Parking Lot or Structure	P	P	P	P	A	P		P
Pawn Shop				P				
Pet Shop and Pet Supply Stores		P	P	P	P			
Retail Hay, Grain and Feed Stores				P				
Secondhand Store			P	P	P	P		
Specialty Retail Stores		P	P	P	P	P		P
Miscellaneous Uses								
Bus Station				P	P			
Bus Terminal				P	P			
Bus Transfer Station	P		P	P	P		P	
Cemetery	P		P	P				
Community Festivals and Street Fairs	P	P	P	P	P	P	P	P
Convention Center	P		P	P	P	P	P	
Micro- and Macro-Antennas	P	P	P	P	P	P	P	P
Monopole			S ²³	P/S ²³	S ²³			

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
On-Site Hazardous Waste Treatment and Storage	A	A	A	A	A	A	A	A
Outdoor Storage		A ²⁴	A ²⁴	P ²⁴				
Storage in an Enclosed Building	A	A	A	A	A	A	A	A ²⁸

1. RMC [23.42.280](#)
2. RMC [23.42.270](#)
3. RMC [23.42.320](#)
4. RMC [23.42.330](#)
5. RMC [23.42.040](#)
6. RMC [23.42.170](#)
7. RMC [23.42.053](#)
8. RMC [23.42.047](#)
9. RMC [23.42.055](#)
10. RMC [23.42.050](#)
11. RMC [23.42.200](#)
12. RMC [23.42.250](#)
13. RMC [23.42.260](#)
14. RMC [23.42.100](#)
15. RMC [23.42.230](#)
16. RMC [23.42.220](#)
17. RMC [23.42.190](#)
18. Use permitted on upper stories of multi-story buildings, if main floor is used for commercial or office uses.
19. RMC [23.42.080](#)
20. RMC [23.42.110](#)
21. RMC [23.42.030](#)
22. Use permitted, requires special use permit with drive-through window.
23. Chapter [23.62](#) RMC
24. RMC [23.42.180](#)
25. RMC [23.18.025](#)
26. See definition, RMC [23.06.780](#)
27. RMC [23.42.185](#)
28. Activities permitted only when directly related to and/or conducted in support of winery operations.
29. Within the central business district (CBD), existing commercial laundry/dry cleaning uses, established and operating at the time the CBD district was established, are allowed as a permitted use. All use of the land and/or buildings necessary and incidental to that of the commercial laundry/dry cleaning use, and existing at the effective date of the CBD district, may be continued. Commercial laundry/dry cleaning uses not established and operating at the time the CBD district was established are prohibited.

[Ord. 28-05 § 1.02; Ord. 15-07; Ord. 04-09; Ord. 07-10 § 1.02; amended during 2011 recodification; Ord. 32-11 § 5].

23.22.040 Site requirements and development standards for commercial use districts.

In the following chart, development standards are listed on the vertical axis. Zoning districts are listed on the horizontal axis. The number appearing in the box at the intersection of the column and row represents the dimensional standard that applies to that zoning district.

Standard	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Minimum Lot Area	None	None	None	None	None	None	None	None
Maximum Density – Multifamily Dwellings (units/square feet)	1:1,500	N/A	N/A	N/A	None	1:1,500	N/A	N/A
Minimum Lot Width – One-Family Attached Dwellings	N/A	N/A	N/A	N/A	N/A	30 feet	N/A	N/A
Minimum Front Yard Setback ¹⁴	20 feet	45 feet ¹	0 feet ²	0 feet ²	CBD, Parkway, Uptown Districts: 0 feet min. – 20 feet max. ^{3, 11, 13} Medical District: 0 feet min.	Note 4,5	Note 4	20 feet
Minimum Side Yard Setback	0 feet ⁶	0 feet ⁷	None	None	0 feet ^{6,8}	0 feet ^{5,9}	0 feet	0 feet ^{6,8}
Minimum Rear Yard Setback	0 feet ^{6,8}	0 feet ⁷	None	None	0 feet ^{6,8}	0 feet ^{5,8,10}	0 feet	0 feet ^{6,8}
Maximum Building Height ¹⁴	55 feet	30 feet	80 feet	80 feet	CBD – 110 feet Medical – 140 feet Parkway – 50 feet Uptown – 50 feet	35/55 feet ¹²	35/55 feet ¹²	35 feet
Minimum Dwelling Unit Size (in square feet, excluding porches, decks, balconies and basements)	500 feet	N/A	N/A	N/A	500 feet	500 feet	N/A	N/A

1. Each lot shall have a front yard 45 feet deep or equal to the front yards of existing buildings in the same C-1 district and within the same block.

2. No setback required if street right-of-way is at least 80 feet in width. Otherwise, a minimum setback of 40 feet from street centerline is required.
3. Unless a greater setback is required by Chapter [12.11](#) RMC, Intersection Sight Distance.
4. Front and Side Street. No building shall be closer than 40 feet to the centerline of a public right-of-way. The setback area shall incorporate pedestrian amenities such as increased sidewalk width, street furniture, landscaped area, public art features, or similar features.
5. In the case of attached one-family dwelling units, setback requirements shall be as established for attached dwelling units in the medium-density residential small lot (R-2S) zoning district. Refer to RMC [23.18.040](#).
6. In any commercial limited business (C-LB), central business (CBD) or in any commercial winery (CW) zoning district that directly abuts a single-family zoning district, the following buffer, setback and building height regulations shall apply to all structures:
 - a. Within the commercial limited business (C-LB), the central business district (CBD) and the commercial winery (CW) districts, buildings shall maintain at least a 35-foot setback from any property that is zoned for single-family residential use. Single-family residential zones include R-1-12 – single-family residential 12,000, R-1-10 – single-family residential 10,000, R-2 – medium-density residential, R-2S – medium-density residential small lot, or any residential planned unit development that is comprised of single-family detached dwellings.
 - b. Buildings that are within 50 feet of any property that is zoned for single-family residential use in commercial limited business (C-LB) and the commercial winery (CW) districts and buildings that are within 50 feet of any property that is zoned for and currently developed with a single-family residential use in the central business district (CBD) (as defined in footnote (6)(a)) shall not exceed 30 feet in height. Beyond the area 50 feet from any property that is zoned for single-family residential use, building height may be increased at the rate of one foot in building height for each additional one foot of setback from property that is zoned for single-family residential use to the maximum building height allowed in the C-LB, CW and CBD zoning districts, respectively.
 - c. A six-foot-high fence that provides a visual screen shall be constructed adjacent to any property line that adjoins property that is zoned for single-family residential use, or currently zoned for and developed with a single-family residential use in the CBD district. Additionally, a 10-foot landscape strip shall be provided adjacent to the fence. This landscape strip may be used to satisfy the landscaping requirements established for the landscaping of parking facilities as identified in RMC [23.54.140](#).
 - d. In the C-LB and CW districts, a 20-foot setback shall be provided for any side yard that adjoins a street.
7. Side yard and rear yard setbacks are not required except for lots adjoining a residential development, residential district, or a street. Lots adjoining either a residential development or residential district shall maintain a minimum 15-foot setback. Lots adjoining a street shall maintain a minimum 20-foot setback. Required side or rear yards shall be landscaped or covered with a hard surface, or a combination of both. No accessory buildings or structures shall be located in such yards unless otherwise permitted by this title.

8. No minimum required, except parking shall be set back a minimum of five feet to accommodate required landscape screening as required under RMC [23.54.140](#).
9. Side Yard. No minimum, except parking shall be set back a minimum of five feet, and buildings used exclusively for residences shall maintain at least one foot of side yard for each three feet or portion thereof of building height. Side yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.
10. No minimum, except parking shall be set back a minimum of five feet. Rear yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.
11. Commercial developments such as community shopping centers or retail centers over 40,000 square feet in size and typically focused around a major tenant, such as a supermarket grocery, department store or discount store, and supported with smaller “ancillary” retail shops and services located in multiple building configurations, are permitted front and street side maximum setback flexibility for the largest building. Maximum setback standards on any other new buildings may be adjusted by the planning commission as part of the alternative design review as set forth in the performance standards and special requirements of RMC [23.22.020\(E\)\(9\)](#).
12. All buildings that are located in both the waterfront (WF) district and that fall within the jurisdictional limits of the Shoreline Management Act shall comply with the height limitations established in the Richland shoreline master program (RMC Title [26](#)). Buildings in the WF district that are not subject to the Richland shoreline master program shall not exceed a height of 35 feet; unless the planning commission authorizes an increase in building height to a maximum height of 55 feet, based upon a review of the structure and a finding that the proposed building is aesthetically pleasing in relation to buildings and other features in the vicinity and that the building is located a sufficient distance from the Columbia River to avoid creating a visual barrier.
13. Physical additions to existing nonconforming structures are not subject to the maximum front yard setback requirements.
14. The medical, uptown and parkway districts of the CBD zoning district are established as shown by Plates 23.22.040(1), (2) and (3).

PLATE NO. 1 - 23.22.040

PLATE 1



CBD - MEDICAL DISTRICT

PLATE NO. 2 - 23.22.040

PLATE 2



CBD - UPTOWN DISTRICT

PLATE NO. 3 - 23.22.040

PLATE 3



CBD - THE PARKWAY DISTRICT

[Ord. 28-05 § 1.02; Ord. 04-09; Ord. 07-10 § 1.03; amended during 2011 recodification; Ord. 32-11 § 6].

23.22.050 Parking standards for commercial use districts.

A. Off-street parking space shall be provided in all commercial zones in compliance with the requirements of Chapter [23.54](#) RMC.

B. Central Business District Off-Street Parking. All uses have a responsibility to provide parking. The parking responsibility for any new use or change in use shall be determined in accordance with the requirements of Chapter [23.54](#) RMC. The maximum number of parking spaces provided on site shall not exceed 125 percent of the minimum required parking as specified in Chapter [23.54](#) RMC; provided, that any number of parking spaces beyond the established maximum may be approved by the planning commission subject to RMC [23.22.020](#)(E)(9) (Alternative Design).

1. The off-street parking requirement may be reduced as follows:

a. The planning commission may reduce the parking responsibility as provided by RMC [23.54.080](#), joint use; and/or

b. Within a 600-foot radius of the property, and within the CBD zoning district, a 25 percent credit will be provided for each on-street parking space and/or for each off-street parking space located in a city-owned public parking lot. The allowed combined reduction in required off-street parking shall not exceed 50 percent of the overall off-street parking requirement (including any reductions contained in RMC [23.54.080](#)). Example: one off-street space will be credited if four on-street spaces are located within 600 feet of the property. Parking space dimensions are found in RMC [23.54.120](#). Only those streets designated for on-street parking shall be considered for the credit. Curb cuts, driveways, hydrant frontages, and similar restricted parking areas shall be excluded from the calculation.

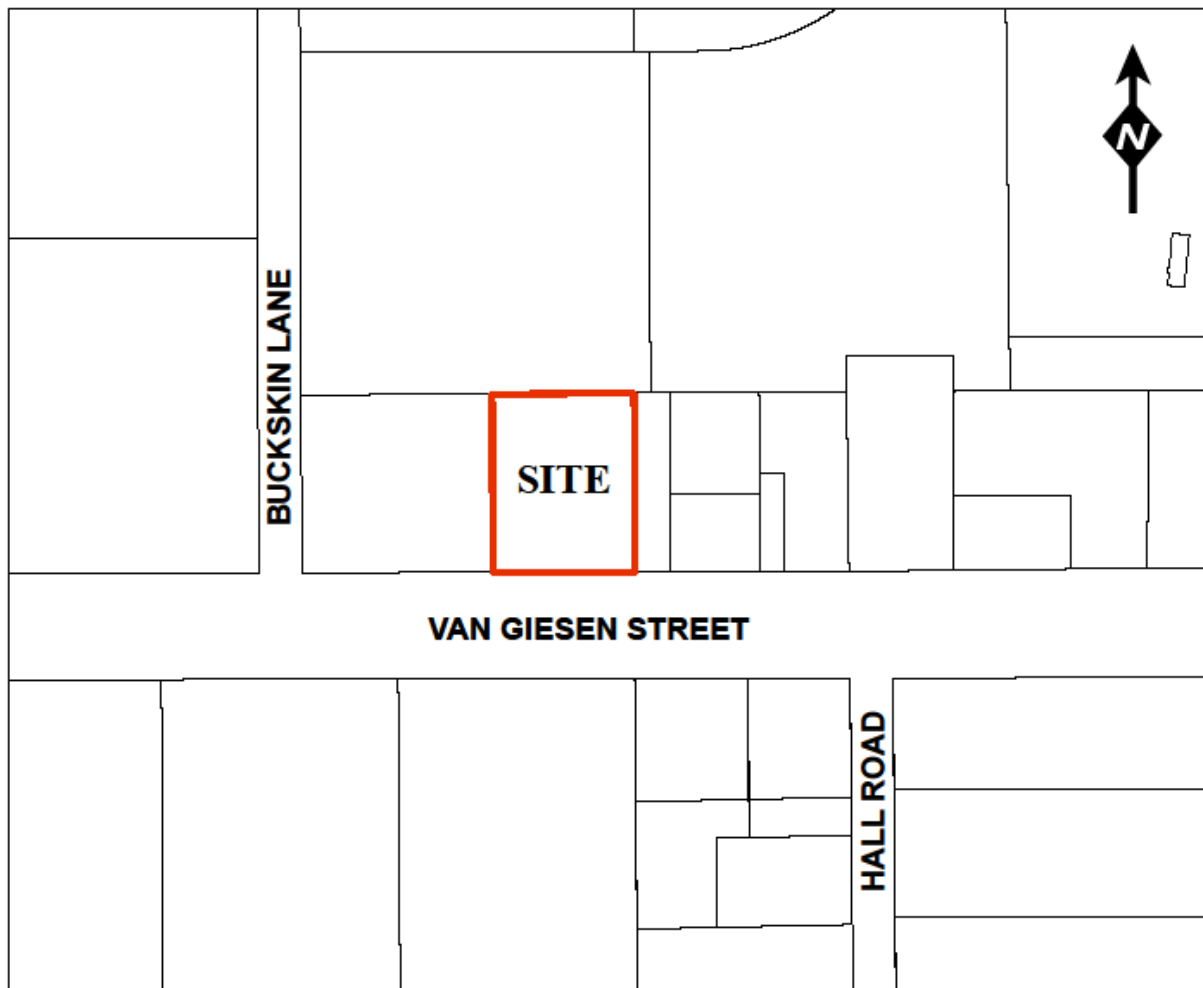
2. Any parking lot that has frontage on a public street or accessway shall be screened with a combination of trees planted at no less than 30 feet on center and shrubs planted to form a uniform hedge within five years. A masonry wall not lower than 18 inches and not higher than 36 inches may be substituted for the shrubs. The landscaping and masonry wall, if used, shall be at no greater setback than the maximum setback for a front or street side (RMC [23.22.040](#)). Masonry walls are subject to the performance standards found in RMC [23.22.020](#)(E), and must be granted approval by the public works director for compliance with vision clearance requirements for traffic safety before installation. [Ord. 28-05 § 1.02; Ord. 04-09; Ord. 07-10 § 1.02; amended during 2011 recodification].

**CITY OF RICHLAND
NOTICE OF APPLICATION & PUBLIC HEARING**

Notice is hereby given that Cody Bender has submitted an application to rezone a 1.15 acre site located on the north side of Van Giesen Street approximately 290-feet east of Buckskin Lane from Agriculture to C-3 (General Business).

A public hearing on the proposed rezone will be held before the Hearing Examiner on Thursday, **September 22, 2016** at 6:00 pm in the Council Chambers, 505 Swift Blvd., Richland WA 99352.

Any person desiring more information, to express his views or to be notified of any decisions pertaining to these applications or the DNS should notify Rick Simon, Development Services Manager, 840 Northgate Drive, P.O. Box 190, Richland, WA 99352. Ph. 509-942-7596, rsimon@ci.richland.wa.us.



AFFIDAVIT OF POSTING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, **Shane O'Neill**, who, being first duly sworn upon oath deposes and says:

1. I am an employee in the Planning & Development Department for the City of Richland.

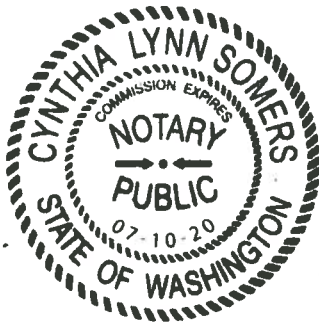
2. On the 8th day of September, 2016, I posted the attached NOTICE OF PUBLIC HEARING, File Number Z2016-104 on the property at:

2682 Van Giesen Street
PIN # 1-04981020004002



Print Name: Shane O'Neill

SIGNED AND SWORN to before me this 8th day of September, 2016 by SHANE O'NEILL.




Signature of Notary

Cynthia Lynn Somers
Printed Name

Notary Public in and for the State of Washington,
Residing in Kennedick WA

My appointment expires: 07-10-2020

**CITY OF RICHLAND
NOTICE OF PUBLIC HEARING**

Notice is hereby given the Richland Hearing Examiner will conduct a public hearing on Thursday, September 22, 2016, beginning at 6:00 p.m. in the City Council Chambers, 505 Swift Blvd, Richland, WA to consider the following applications:

A Special Use Permit application submitted by Rajiv Malhan to allow for the construction of a 3,030 square foot carwash (SUP 2016-100) on a 0.72 acre site in the Central Business District. The property is located on the south side of Guyer Avenue, approximately 135-feet west of George Washington Way.

A zone change application submitted by Cody Bender to change the zoning on a 1.1 acre site from AG – Agricultural to C-3 – General Business (Z2016-104) on property located north of and adjacent to Van Giesen Street and approximately 290 feet east of Buckskin Lane.

Any person desiring more information, to express his views is invited to attend the hearing. Any person desiring more information or wishing to be notified of any decisions pertaining to these applications should notify Shane O'Neill, Senior Planner, 840 Northgate Drive, P.O. Box 190, Richland, WA 99352. Ph. 509-942-7587, soneill@ci.richland.wa.us.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 158-16, Authorizing Execution of Contract Amendment No. 5 with Energy Incentives, Inc. for Residential Energy Efficiency Programs Inspections

Department:

Energy Services

Ordinance/Resolution Number:

158-16

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 158-16, authorizing the City Manager to sign and execute Contract No. 13-012 Amendment No. 5 with Energy Incentives, Inc. for residential energy efficiency program inspections.

Summary:

Energy Services operates residential and commercial energy efficiency programs that help customers save energy, increase comfort and decrease electrical costs. Our programs include incentives, low-interest loans and educational information for all age groups. Residential Programs provide financial incentives, so customers can upgrade to energy efficient heat pumps, insulation and windows. Commercial and Industrial Programs provide financial incentives for commercial and industrial energy efficiency projects.

Energy Services contracts with Energy Incentives, Inc. for professional services to provide final energy efficiency and code inspections for residential HVAC, window and insulation weatherization measures and to advise staff and customers on technical issues and program implementation.

Staff recommends Council adopt Resolution 158-16 authorizing the City Manager to sign and execute Amendment 5 to the existing Agreement with Energy Incentives, Inc. for continued program support from January 1, 2017, to December 31, 2017. The original contract was executed by the City in February, 2013.

Fiscal Impact:

This professional services contract amendment is for time and materials not to exceed \$32,000, and funding is included in the City's approved 2017 budget.

Attachments:

1. Draft Resolution No. 158-16
2. Draft Contract No. 13-012 Amendment 5
3. Contract No. 13-012

RESOLUTION NO. 158-16

A RESOLUTION of the City of Richland authorizing execution of Modification No. 5 to Contract No. 13-012 with Energy Incentives, Inc. for 2016 residential inspection services.

WHEREAS, the City of Richland electric utility (RES) operates a residential, commercial and industrial energy efficiency program; and

WHEREAS, RES's energy efficiency program assists customers in saving energy, increasing comfort and decreasing electrical costs; and

WHEREAS, RES's energy efficiency program includes financial incentives, low interest loans and educational information for all groups; and

WHEREAS, the City currently contracts with Energy Incentives, Inc. for professional services to provide final inspections for windows, heat pumps and weatherization projects; and

WHEREAS, the City and Energy Incentives, Inc. wish to modify their existing contract to increase the contract amount, not to exceed \$33,000 for services from January 1, 2017, through December 31, 2017.

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 modification to the consulting agreement with Energy Incentives for energy efficiency professional services and to fund this work from the electric utility funds approved in the City's 2017 Budget.

BE IT FURTHER RESOLVED that this resolution shall take effect January 1, 2017.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 6th day of December, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



**CITY OF RICHLAND
AGREEMENT WITH ENERGY INCENTIVES, INC.
CONTRACT NO. 13-012**

AMENDMENT NO. 5

I. RECITALS

This is an amendment to the professional services agreement related to providing final inspections for windows, heat pumps and weatherization projects between the contracting parties, the City of Richland, Washington (hereinafter "City") and Energy Incentives, Inc. (hereinafter the "Consultant").

There is now in full force and effect between the parties an Agreement, City Contract No. 13-012 executed by the City on February 21, 2013.

The parties to this contract desire to modify said Agreement as follows;

II. AGREEMENTS

1. The Contract is increased in an amount not to exceed \$32,000.
2. The Fee Schedule will remain unchanged from the previous year which established the following rates per hour and shall remain effective beginning January 1, 2017:
 - Lead Consultant - \$92.50/hr
(BPS Certified Auditor, PTCS Certified, Energy Star Verifier, HERS Rater)
 - Energy Auditor / Inspector - \$51.50/hr
(BPA Certified Auditor or equivalent)
 - General Laborer - \$36.05/hr
(supervised by Energy Auditor or Lead Consultant)
 - Administrative Assistant - \$41.20/hr
3. Contract period shall remain the same with expiration on December 31, 2017. This is the final contract modification allowed under this agreement.
4. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same.

III. SIGNATURES

CITY:

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

Date: _____

APPROVED AS TO FORM:

By: _____
Heather D. Kintzley, City Attorney

ENERGY INCENTIVES, INC:

By: _____

Title: _____

Date: _____



AGREEMENT BETWEEN CITY AND ENERGY INCENTIVES CONSULTANT

THIS AGREEMENT, entered into this 21st day of February, 2013 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter called the "City"), and **Energy Incentives** (hereinafter called 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 final inspections for windows, heat pumps and weatherization for the Energy Services Department
- b) The following Exhibits are attached hereto and made a part of this agreement:
 - (i) Exhibit "A": Services to be provided are detailed in the attached Proposal (email dated 2/13/13)

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend coordination meetings, progress and presentation meetings with the City or such Federal, community, State, City, or County officials, groups or individuals as may be requested by the City. The City will provide the Consultant sufficient notice prior to 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 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

- a) The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2013.

4) PAYMENT

- a) The Consultant shall be paid as detailed in the scope of work/schedule of values per attached as Exhibit "A" Total dollar amount is not to exceed Ten thousand dollars (\$10,000.00), by the City to complete the services rendered under this Agreement. Such payment 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 Section 1, 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) 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

- a) Any and all employees of the Consultant or other persons while 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 may or might arise under any Workmen's 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 while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

6) OTHER PARTIES

- a) It is mutually agreed that this Agreement is not transferable by either signatory to a third party without the consent of the other principal party.

7) OWNERSHIP OF DOCUMENTS

- a) All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement, will become the property of the City upon payment to the Consultant of his fees as 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 or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

8) TERMINATION

- a) This Agreement may be terminated by either party upon thirty (30) days written notice to Consultant. In the event this contract is terminated by the Consultant, the City will 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, 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 for services performed down to the time of such termination or suspension an amount equal to the costs incurred at the date of termination as mutually agreed upon between the City and the Consultant.

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

- a) 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 this proposal 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.epls.gov and
<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

11) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12) ATTORNEY'S FEES

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

13) INSURANCE

- a) 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.
- b) **No Limitation.** Consultant's maintenance of insurance as required by the 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.

Minimum Scope of Insurance

- c) Consultant shall obtain insurance of the types described below:
 - (i) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - (ii) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed by the City.
 - (iii) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Amounts of Insurance

- d) Consultant shall maintain the following insurance limits:
 - (i) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - (ii) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

Other Insurance Provisions

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

Acceptability of Insurers

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

Verification of Coverage

- g) 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.

Notice of Cancellation

- h) The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

Failure to Maintain Insurance

- i) 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 business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

14) INDEMNIFICATION / HOLD HARMLESS

- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant 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, hereunder 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

- a) 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. The Consultant makes no warranties express or implied, under this Agreement or otherwise, in connection with the Consultant's services.

16) SUCCESSORS OR ASSIGNS

- a) 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) EQUAL OPPORTUNITY AGREEMENT

- a) The Consultant agrees that he will not discriminate against any employee or job applicants for work on this Agreement for reasons of race, sex, nationality or religious creed.

18) PARTIAL INVALIDITY

- a) 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.

19) CHANGES OF WORK

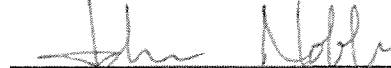
- a) The Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing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

20) EXTRA WORK

- a) 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.

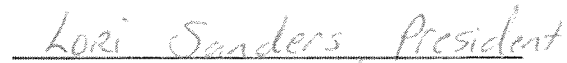
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND, WASHINGTON


JOHN NOBLE
Purchasing Manager

ENERGY INCENTIVES INC


Signature


Printed Name & Title


3517 W. Canal Dr.


Kennewick, WA. 99336
Address

Phone  509-727-0394

Fax:  509-783-7690

Email:  LSanders@EnergyIncentivesInc.com

APPROVED AS TO FORM:


THOMAS O. LAMPSON
City Attorney

2/21/13

Exhibit A

Proposal 2/13/13

The following is the scope of work for this contract.

1. Conduct final inspections for windows, heat pumps and weatherization - The contractor will conduct final code inspections for windows, heat pumps and weatherization using City of Richland building codes and BPA Implementation Manual requirements. The contractor will document findings using RES checklists and forms and provide them to Richland Energy Services (RES) staff, who will submit final documentation to BPA and the Richland Building Code Division.
2. Conduct flow hood testing for the wastewater treatment plant – Using RES equipment, the contractor will conduct quarterly flow hood tests to determine the treatment plant equipment is within operation specifications. The contractor will document test results in a letter report.
3. Advise staff and recommend energy efficiency (EE) program improvements - The contractor will consult with RES staff and recommend EE program improvements and best practices including recommendations for process efficiency. The contractor will document recommendations in a letter report.
4. Conduct PTCS QA inspections for duct seal and heat pump systems – The contractor may be asked to conduct PTCS QA inspections. If so, the contractor will inspect systems and document whether or not they meet the BPA PTCS program requirements as outlined in the BPA Implementation Manual. It is anticipated this support will not be needed until May 2013.

The contractor will be required to provide documentation demonstrating he/she is a BPA certified inspector for BPA residential and PTCS programs. The contractor may use RES or the contractor's equipment for inspections.

Contractor will invoice the City monthly. Contractor will invoice the City on an hourly rate billed to the nearest 6th of an hour. Rates are as follows:

Lead Consultant Hourly Rate \$90/hr (BPS Certified Auditor, PTCS Certified, Energy Star Verifier, HERS Rater).

Energy Auditor / Inspector \$50/hr (BPA certified Auditor or equivalent).

General Laborer \$35 /hr (supervised by Energy Auditor or Lead Consultant).

Administrative Assistant \$40/hr

The amount of this contract is NOT TO EXCEED \$10K.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 159-16, Authorizing Execution of Contract Amendment No. 1 with Efficiency Solutions, LLC for Commercial Energy Efficiency Programs Inspections

Department:

Energy Services

Ordinance/Resolution Number:

159-16

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 159-16, authorizing the City Manager to sign and execute Contract No. 233-15 Amendment No. 1 with Efficiency Solutions, LLC for commercial and industrial energy efficiency program implementation and project verification.

Summary:

Energy Services operates residential and commercial energy efficiency programs that help customers save energy, increase comfort and decrease electrical costs. Our programs include incentives, low-interest loans and educational information for all age groups. Residential Programs provide financial incentives so customers can upgrade to energy efficient heat pumps, insulation and windows. Commercial and Industrial Programs provide financial incentives for commercial and industrial energy efficiency projects.

Energy Services contracts with Efficiency Solutions, LLC for professional services to advise staff and customers on technical issues and program implementation and provide monitoring and verification and other general support for commercial and industrial projects.

Staff recommends Council adopt Resolution No. 159-16 authorizing the City Manager to sign and execute Contract Amendment 1 with Efficiency Solutions, LLC for continued program support from January 1, 2017 to December 31, 2020. The original Contract No. 233-15 was executed by the City in January, 2016.

Please note that new City Policy No. 2220 provides an exemption from the competitive solicitation procurement requirements for energy efficiency incentives professional services.

Fiscal Impact:

This professional services contract amendment is for time and materials not to exceed \$250,000 aggregate over the five-year agreement. The work for 2017 was approved in the City's 2017 Budget. Work for future years will be funded from future budget appropriations.

Attachments:

1. Draft Resolution No. 159-16
2. Draft Contract No. 233-15 Amendment 1
3. Contract No. 233-15

RESOLUTION NO. 159-16

A RESOLUTION of the City of Richland authorizing execution of an agreement with Efficiency Solutions, LLC for commercial energy efficiency program support.

WHEREAS, the City of Richland electric utility (RES) operates a residential, commercial and industrial energy efficiency program; and

WHEREAS, RES's energy efficiency program assists customers in saving energy, increasing comfort and decreasing electrical costs; and

WHEREAS, RES's energy efficiency program includes financial incentives, low interest loans and educational information for all groups; and

WHEREAS, the City currently contracts with Efficiency Solutions, LLC for professional services to advise staff and customers on technical issues and program implementation and provide monitoring, verification and general support for commercial and industrial projects; and

WHEREAS, Efficiency Solutions, LLC possesses unique technical expertise to support RES and implement Bonneville Power Administration (BPA) commercial energy efficiency incentive projects with customers; and

WHEREAS, City Policy No. 2220 provides an exemption from the competitive solicitation procurement requirements for energy efficiency incentive services; and

WHEREAS, the City executed a contract with Efficiency Solutions, LLC on January 1, 2016, which allowed for four (4) additional contract extensions; and

WHEREAS, the City and Efficiency Solutions, LLC wish to extend a contract amendment for services from January 1, 2017, through December 31, 2020, in an aggregate amount not to exceed \$250,000.

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 amendment with Efficiency Solutions, LLC for commercial energy efficiency program support and to fund this work from the electric utility funds approved in the City's 2017 Budget.

BE IT FURTHER RESOLVED that this resolution shall take effect January 1, 2017.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 6th day of December, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



**CITY OF RICHLAND
AGREEMENT WITH EFFICIENCY SOLUTIONS
CONTRACT NO. 233-15**

AMENDMENT NO. 1

I. RECITALS

This is an amendment to the professional services agreement related to commercial energy efficiency program inspections and program documentation oversight services for the City's commercial energy efficiency projects between the contracting parties, the City of Richland, Washington (hereinafter "City") and Efficiency Solutions (hereinafter the "Consultant")

There is now in full force and effect between the parties an Agreement, City Contract No. 233-15 executed by the City on January 1, 2016.

The parties to this contract desire to modify said Agreement as follows;

II. AGREEMENTS

1. The amended Contract period shall be January 1, 2017, through December 31, 2020.
2. The aggregate contract amount shall not exceed \$250,000.
3. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same.

III. SIGNATURES

CITY:

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

Date: _____

APPROVED AS TO FORM:

By: _____
Heather D. Kintzley, City Attorney

EFFICIENCY SOLUTIONS:

By: _____

Title: _____

Date: _____



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this 1st day of January, 2016 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and Greg Sullivan, Efficiency Solutions, 1857 Kingston Road, Richland, 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 commercial energy efficiency program inspections and program documentation oversight services for the City's commercial energy efficiency projects.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) [Exhibit A: Scope of Work and Fee Schedule.
- 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. 233-15
 - (ii) Exhibit A: Scope of Work and Fee Schedule

2) GENERAL REQUIREMENTS

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

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2016. This agreement is renewable for four additional (4) one-year extensions unless terminated earlier as provided in Section 7.

4) PAYMENT

- a) For services rendered under this Agreement, the City shall pay the Consultant an amount not to exceed forty-four thousand five hundred dollars (\$ 44,500) to complete the services rendered under this Agreement. Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A, Scope of Work and Fee Schedule.
- 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

- a) 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 or allegedly 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 contract 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) 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.

9) 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>

10) 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.

11) ATTORNEY'S FEES

The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the 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.

12) INSURANCE

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

- a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
 - 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - 4. Professional Liability insurance appropriate to the Consultant's profession.
- c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 - 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d) Other Insurance Provisions. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool

coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.
- f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited, to the additional insured endorsement.
- g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

13) 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.

14) 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.

15) 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.

16) 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.

17) 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.

18) AMENDMENTS

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

19) 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.

20) CONFIDENTIALITY

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

21) 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.

22) 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.

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

CITY OF RICHLAND, WASHINGTON



CYNTHIA D. REENTS, ICMA-CM
City Manager

ATTEST:



MARCIA HOPKINS
City Clerk

EFFICIENCY SOLUTIONS



Signature

Greg Sullivan, Principal Engineer

1857 Kingston Road, Richland, WA 99354

Phone: (509) 521-4925

Email: sullivan@appliedenergy.us

APPROVED AS TO FORM:



HEATHER D. KINTZLEY
City Attorney

EXHIBIT A
Detailed Scope of Work & Fee Schedule

Detailed Scope of Work:

1. Work with RES commercial and industrial customers to implement BPA's Energy Efficiency programs. Conduct pre- and post-evaluation and savings calculations.
2. Coordinate with RES' Energy Specialist and BPA staff to ensure projects meet BPA program requirements.
3. Using generally acceptable engineering principles and facility measurement and verification (M&V) to monitor and review projects.
4. Review and advise staff on BPA energy efficiency program requirements.
5. Prepare assessment reports for RES and customers.
6. Attend program meetings and provide input during technical reviews.
7. Conduct other energy support services as mutually agreed.

Fee Schedule:

The City will pay to Efficiency Solutions an hourly rate of \$107.00.

Efficiency Solutions' supplies and all other expenses are included in the hourly rates above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm 	STATE FARM INSURANCE 1901 GEORGE WASHINGTON WAY RICHLAND, WA 99354 JIM OSTRANDER: AGENT	CONTACT NAME: JIM OSTRANDER PHONE (A/C, No, Ext): 509-946-9625 FAX (A/C, No): E-MAIL ADDRESS:
	INSURED GREGORY SULLIVAN DBA: EFFICIENCY SOLUTIONS LLC 1857 KINGSTON RD RICHLAND, WA 99354	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: State Farm Fire and Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
☒	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	98-BQ-J676-3	02/02/2015	02/02/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
☐	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	Y	130-9405-F01-47D 2009 NISSAN MURANO	06/01/2015	12/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
☐	UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
☐	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CITY OF RICHLAND IS ALSO SHOWN AS AN ADDITIONAL INSURED

LOCATION OF INSD BUSINESS OFFICE: 1955 JADWIN AVE SUITE #310 RICHLAND, WA. 99354

CERTIFICATE HOLDER

CANCELLATION

CITY OF RICHLAND- ENERGY SERVICES DEPARTMENT
840 NORTHGATE DRIVE
RICHLAND, WA. 99352
ATTN: JACKIE CARPENTER

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

LSAF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**CMP-4786 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS
(Scheduled)**

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number:

Named Insured:

Name And Address Of Additional Insured Person Or Organization:

1. SECTION II — WHO IS AN INSURED of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

a. Ongoing Operations

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for that additional insured; or

b. Products-Completed Operations

"Your work" performed for that additional insured and included in the "products-completed operations hazard".

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

3. Primary Insurance. The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.

CMP-4786

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**CMP-4787 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US**

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number:

Named Insured:

Name And Address Of Person Or Organization:

The following is added to Paragraph 10.b. of **SECTION I AND SECTION II — COMMON POLICY CONDITIONS:**

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under contract with that person or organization and included in the "products-completed operations hazard".

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.

CMP-4787

©, Copyright, State Farm Mutual Automobile Insurance Company, 2008
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit Of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the **SECTION II — LIMITS OF INSURANCE**, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

SECTION II — DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury caused by the "bodily injury".

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by "fungi".

8. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

9. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution Nos. 167-16 and 168-16, Expressing Appreciation to Melissa Williams and Roger Bowman for Service on the Americans with Disabilities Act Citizens Review Committee

Department:

City Attorney

Ordinance/Resolution Number:

167-16, 168-16

Document Type:

Resolution

Recommended Motion:

Adopt Resolution Nos. 167-16 and 168-16, expressing appreciation to Ms. Williams and Mr. Bowman for their service on the Americans with Disabilities Act Citizens Review Committee.

Summary:

Melissa Williams was appointed to the Americans with Disabilities Act Citizens Review Committee September 2011 and served until her term expired in September 2016.

Roger Bowman was appointed to the Americans with Disabilities Act Citizens Review Committee January 2008 and service until his term expired in September 2016.

Fiscal Impact:

None.

Attachments:

1. Proposed Resolution No. 167-16
2. Proposed Resolution No. 168-16

RESOLUTION NO. 167-16

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Melissa Williams for the service she rendered to the City as a member of the Americans with Disabilities Citizens Review Committee.

WHEREAS, the Americans with Disabilities Citizens Review Committee serves the important function of reviewing complaints pertaining to the Americans with Disabilities Act, as implemented and administered by the City of Richland; and

WHEREAS, Ms. Williams was first appointed to the Americans with Disabilities Citizens Review Committee in September 2011 and served for five (5) years until September 30, 2016, serving as the Vice-Chairman since December 2012; and

WHEREAS, Ms. Williams' contribution of her time and energy to the Americans with Disabilities Citizens Review Committee resulted in the posting of additional signs to clarify facility access for disabled individuals, thoughtful input into the City's developing ADA Transition Plan, and construction of a new ADA-complaint ramp providing access to the Richland Federal Building; and

WHEREAS, the Richland City Council wishes to recognize Ms. Williams' dedication to the Americans with Disabilities Citizens Review Committee.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City and its citizens express publicly and formally to Melissa Williams their appreciation for the service she rendered to the City during her tenure as a member of the Americans with Disabilities Citizens Review Committee.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 6th day of December 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

RESOLUTION NO. 168-16

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Roger Bowman for the service he rendered to the City as a member of the Americans with Disabilities Citizens Review Committee.

WHEREAS, the Americans with Disabilities Citizens Review Committee serves the important function of reviewing complaints pertaining to the Americans with Disabilities Act as implemented and administered by the City of Richland; and

WHEREAS, Mr. Bowman was first appointed to the Americans with Disabilities Citizens Review Committee in January 2008 and served 8.5 years until September 30, 2016, serving as Chairman since November 2010; and

WHEREAS, Mr. Bowman's contribution of his time and energy to the Americans with Disabilities Citizens Review Committee resulted in the posting of additional signs to clarify facility access for disabled individuals, thoughtful input into the City's developing ADA Transition Plan, and construction of a new ADA-complaint ramp providing access to the Richland Federal Building; and

WHEREAS, the Richland City Council wishes to recognize Mr. Bowman's dedication to the Americans with Disabilities Citizens Review Committee.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City and its citizens express publicly and formally to Roger Bowman their appreciation for the service he rendered to the City during his tenure as a member of the Americans with Disabilities Citizens Review Committee.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 6th day of December 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 219-16, Authorizing the Execution of Local Agency Participating Agreements with Washington State Department of Transportation

Department:
Public Works

Ordinance/Resolution Number:
219-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 219-16, authorizing the City Manager to sign and execute Local Agency Participating Agreements with Washington State Department of Transportation for various projects along SR240.

Summary:

The Washington State Department of Transportation (WSDOT) is preparing construction plans which include paving along the SR 240 Bypass Highway and constructing a traffic signal at the Hagen Road/SR 240 intersection. Construction is scheduled to take place in 2017.

A portion of Aaron Drive, including the intersection of Aaron Drive/Wellsian Way, is in need of pavement resurfacing. This area is adjacent to the work being performed in the WSDOT contract. Potential cost savings and reduced impact to the public can be achieved by including this City work in the WSDOT contract. The City's Pavement Preservation Program budget can support funding for this needed work.

The City has also planned for the signalization of the Kingsgate Way/SR 240 for several years and has collected developer fees to partially fund this work. The remaining funds were identified in the approved 2017 Capital Improvement Plan. Since WSDOT is installing a signal at the Hagen Road/SR 240 intersection, they have indicated their willingness to also include the design and construction of the Kingsgate Way signal in their 2017 construction project.

In addition, the State Environmental Policy Act (SEPA) review for the Lamb Weston expansion project identified a \$50,000 contribution towards the signal construction at Hagen Road/SR 240 to mitigate its traffic impacts. The City has agreed to pay the SEPA mitigation cost to WSDOT on behalf of Lamb Weston.

To formalize these three actions, three separate Local Agency Participating Agreements are required to transfer the funds from the City to WSDOT. Staff has negotiated these agreements to align with the City's plans and budget. Staff recommends approval of these agreements as the most cost-effective means to accomplish several planned City actions.

Fiscal Impact:

The \$50,000 costs will be funded by unappropriated fund balance from Industrial Development Fund, as stated in Ordinance 67-16. The estimated cost of the Aaron Drive and Wellsian Way pavement resurfacing is \$103,928, including contingency. The Pavement Preservation program budget available to support this work is \$1,480,000. The total cost of the Kingsgate / SR240 traffic signal work is estimated at \$525,765, including contingency. The proposed 2017 - 2030 Capital Improvement Plan includes \$535,500 dedicated toward this work.

Attachments:

1. Res. No. 219-16 WSDOT Agrmts
2. Aaron Drive Agreement
3. Hagen Road Agreement
4. Kingsgate Signal Agreement

RESOLUTION NO. 219-16

A RESOLUTION of the City of Richland authorizing execution of Local Agency Participating Agreements with the Washington State Department of Transportation for paving a portion of Aaron Drive and Wellsian Way and installing traffic signals at the Kingsgate Way/SR-240 and Hagen Road/SR-240 intersections.

WHEREAS, in 2017, the Washington State Department of Transportation (WSDOT) will advertise a construction project to pave a portion of the SR-240 Bypass Highway and to construct traffic signals at the Kingsgate Way/SR-240 and Hagen Road/SR-240 intersections; and

WHEREAS, the portion of Aaron Drive between Wellsian Way and SR-240, including the intersection of Aaron Drive/Wellsian Way, is in need of pavement resurfacing; and

WHEREAS, potential cost savings and reduced impact to the public can be achieved by adding that portion of the City work to the larger WSDOT paving project; and

WHEREAS, the City's Pavement Preservation Program budget can support funding of this needed resurfacing; and

WHEREAS, the City has planned for the signalization of the Kingsgate Way/SR-240 intersection for several years and has collected developer fees to partially fund the construction of the signal; and

WHEREAS, the Kingsgate Way/SR-240 intersection signalization project is listed on the City's 2016-2021 Six-year Transportation Improvement Program; and

WHEREAS, the proposed 2017 Capital Improvement Plan includes funding that, together with collected developer fees, will fully fund construction of the Kingsgate / SR-240 traffic signal; and

WHEREAS, WSDOT has indicated its willingness to install a signal at this location; and

WHEREAS, Lamb Weston is expanding its potato processing facility located on Saint Street; and

WHEREAS, the State Environmental Policy Act (SEPA) review for that expansion identified a \$50,000 contribution toward the construction of a traffic signal at the Hagen Road/SR-240 intersection as mitigation for its traffic impacts; and

WHEREAS, WSDOT is planning to complete the funding necessary to install the traffic signal and intends to construct said signal, pending receipt of the SEPA mitigation funds; and

WHEREAS, the City has agreed to pay the SEPA mitigation cost to WSDOT on behalf of Lamb Weston; and

WHEREAS, WSDOT requires Local Agency Participating Agreements to transfer funds from the City to WSDOT for all three of these locations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute all documents necessary for the City to enter into the following Local Agency Participating Agreements with WSDOT:

Section 1. A “Work by State – Actual Cost” Local Agency Participating Agreement to reimburse WSDOT for the actual cost to pave the portion of Aaron Drive from Wellsian Way to SR-240, including the Aaron Drive/Wellsian Way intersection.

Section 2. A “Developer Mitigation Payments for Transfer to State” Local Agency Participating Agreement to transfer the \$50,000 SEPA mitigation funds for the Lamb Weston expansion to WSDOT to construct the Hagen Road/SR-240 traffic signal.

Section 3. A “Work by State – Actual Cost” Local Agency Participating Agreement to reimburse WSDOT for the actual cost to construct a traffic signal at the Kingsgate Way/SR-240 intersection.

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 6th day of December, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



Local Agency Participating Agreement Work by State - Actual Cost		Local Agency and Address City of Richland P.O. Box 190, MS-26 Richland, WA 99352	
		Section/Location I-182/SR 240 and Wellsian Way Interchange - Paving	
Agreement Number GCB 2204		Plans, Specifications and Cost Estimates (PS&E) for the Local Agency Work by LOCAL AGENCY? ☐ Yes ☒ No	
State Route Number I-182/SR 240	Control Section Number off-system	PS&E Due Date	
Region South Central Region		Description of Work City work under this WSDOT project consists of planning bituminous pavement, paving with HMA, and pavement marking on Aaron Drive including the intersection of Aaron Drive and Wellsian Way.	
Advance Payment Required ☐ Yes ☒ No			
Advance Payment Amount			
STATE		LOCAL AGENCY	
State Agency Representatives South Central Region		Local Agency Representatives Richland Public Works	
Name Moe Davari, P.E.		Name Pete Rogalsky	
Title Project Engineer		Title Public Works Director	
Address 1655 Fowler Street, Richland, WA 99352		Address P.O. Box 190, MS-26, Richland, WA 99352	
E-mail Address DavariM@wsdot.wa.gov		E-mail Address Progalsky@ci.richland.wa.us	
Phone 509-222-2402		Phone 509-942-7500	

This Agreement is made and entered into between the STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION (STATE) and the above named governmental entity (LOCAL AGENCY).

WHEREAS, the STATE is planning the construction or improvement of a section of the state route as shown above, and in connection therewith, the LOCAL AGENCY has requested that the STATE perform certain work for the LOCAL AGENCY as described above under Description of Work and/or further described in Exhibit B, (Work), and

WHEREAS, it is deemed to be in the public's best interest for the STATE to include the requested Work in the STATE's construction contract for the state route improvement, and

WHEREAS, the LOCAL AGENCY is obligated for the cost of the Work described herein,

NOW, THEREFORE, pursuant to RCW 47.28.140 and/or chapter 39.34 RCW and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits which are incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PLANS, SPECIFICATIONS, AND COST ESTIMATES

- 1.1 The STATE, on behalf of the LOCAL AGENCY, agrees to perform the Work, as further provided herein and pursuant to the attached exhibits. Exhibit A is the Cost Estimate and Exhibit B, if included as an attachment, further defines the Work to be constructed for the LOCAL AGENCY. The combination of the LOCAL AGENCY's Work and the STATE's improvements hereinafter constitute the Project.

- 1.2 If indicated in the above heading, the LOCAL AGENCY shall provide the STATE with plans, specifications and cost estimates (PS&E) for the Work.
- 1.2.1 The PS&E shall be in accordance with the state of Washington Standard Specifications for Road, Bridge and Municipal Construction, and its amendments thereto (Standard Specifications), current at the time of Project advertisement, mutually acceptable design standards, or the LOCAL AGENCY's standards, if applicable and specified by the LOCAL AGENCY. Backup calculations for quantities and breakdowns for lump sum items shall be included with the PS&E for the Work.
- 1.2.2 If the PS&E for the Work, with backup calculations and breakdowns, is not delivered by the above PS&E due date, the STATE, at its sole discretion, may proceed without the LOCAL AGENCY Work included with the STATE's improvements. The LOCAL AGENCY agrees to reimburse all STATE costs incurred up to and as a result of the LOCAL AGENCY's failure to timely provide the PS&E. This Agreement shall terminate upon receipt of all reimbursement payments in accordance with Section 6.
- 1.3 The STATE will incorporate the LOCAL AGENCY's Work or Work PS&E into the STATE's PS&E for the STATE's improvements to produce a combined advertisement (Ad) ready PS&E for the Project. The STATE will document STATE-performed engineering design work required to incorporate the Work or Work PS&E into the STATE's PS&E (Design Documentation). The State shall provide up to two intermediate review sets of the PS&E and Design Documentation at mutually agreeable milestones. The STATE will provide the LOCAL AGENCY with one (1) reproducible copy of the stamped final Design Documentation prior to the proposed Ad date.
- 1.4 The STATE will provide the LOCAL AGENCY with one (1) reproducible copy of the Ad ready PS&E for the Project a minimum of thirty (30) working days prior to the proposed Ad date. The LOCAL AGENCY will have fifteen (15) working days to review the Ad ready PS&E for the Project, resolve any concerns, and provide the STATE with written approval, conditional approval, or rejection of the Ad ready PS&E for the Work portion of the Project. In the event the Work portion of the Ad ready PS&E is conditionally approved or rejected, the LOCAL AGENCY shall include the reasons for conditional approval or rejection. The LOCAL AGENCY may request an extension of time in writing, provided that the STATE receives the written request not later than fifteen (15) working days after the LOCAL AGENCY has received the Ad ready PS&E. The STATE shall provide a written response, indicating the number of working days extended, if any.
- 1.5 If the STATE does not receive the LOCAL AGENCY's written approval, conditional approval or rejection of the Work portion of the Ad ready PS&E within fifteen (15) working days and any approved extension of time pursuant to Section 1.4, or if the STATE cannot accept the LOCAL AGENCY's condition(s) of approval, or if the LOCAL AGENCY has not acquired all right of way and permits required to construct, maintain, and operate the Work, the STATE may, at its sole discretion, delete the Work from the Project and advertise the STATE's improvements. The LOCAL AGENCY agrees to reimburse the STATE for engineering costs and actual direct and related indirect costs incurred by the STATE associated with either the STATE or LOCAL AGENCY deleting the Work from the Project. This Agreement shall then terminate upon receipt of all reimbursement payments in accordance with Section 6.

2. BID, AWARD, AND COST ADJUSTMENTS

- 2.1 The STATE will advertise the Project for bids. The STATE will be the LOCAL AGENCY's representative during the Ad and Project contract award period. When requested by the STATE, the LOCAL AGENCY shall timely assist the STATE in answering bid questions and resolving any design issues that may arise that are associated with the Work. All comments and clarifications must go through the STATE.
- 2.2 If the LOCAL AGENCY is responsible for preparing the Work PS&E, the LOCAL AGENCY agrees to provide the STATE with any addenda required for the Work during the Ad period, to the Parties' mutual satisfaction.
- 2.3 The STATE shall provide the LOCAL AGENCY with written notification of the bid price for the Work. The LOCAL AGENCY shall have five (5) working days from the date of written notification to provide the STATE written approval of the bid price for the Work, or request the Work be deleted from the Project. The LOCAL AGENCY may request an extension of time in writing, provided that the STATE receives the written request not later than five (5) working days after the LOCAL AGENCY has received the written notification. The STATE shall provide a written response indicating the number of working days extended, if any.

- 2.4 The LOCAL AGENCY acknowledges that if it fails to provide the STATE with written approval of the bid price for the Work or request that the Work be deleted from the Project within five (5) working days and any approved extension of time pursuant to Section 2.3, the STATE shall delete the Work from the Project. In this event, the LOCAL AGENCY agrees to reimburse the STATE for engineering costs and actual direct and related indirect costs incurred by the STATE associated with deleting the Work from the Project. The LOCAL AGENCY understands that deleting the Work from the Project may require an equitable adjustment to the Project contract and agrees to reimburse the STATE for costs associated with the equitable adjustment. This Agreement shall then terminate upon receipt of all reimbursement and equitable adjustment payments in accordance with Section 6.
- 2.5 If the LOCAL AGENCY approves the bid price for the Work and the STATE does not award or execute the Project contract, but thereafter re-advertises the Project for bids, the STATE agrees to pay all STATE costs to re-advertise the Project. The LOCAL AGENCY agrees that the STATE is not responsible for increased bid prices or delay to the Work or other impacts to the LOCAL AGENCY resulting from re-advertising the Project.
- 2.6 If the LOCAL AGENCY approves the bid price for the Work and the STATE does not award or execute the Project contract and does not re-advertise the Project for bids, this Agreement shall terminate upon receipt of all reimbursement payments in accordance with Section 6. The LOCAL AGENCY agrees that the STATE is not responsible for potential increased costs for the Work, delay to the Work or other impacts to the LOCAL AGENCY resulting from not awarding the Project.

3. CONSTRUCTION

- 3.1 The STATE will be the LOCAL AGENCY's representative during construction and will act as owner in the administration of the contract for the Work. The STATE will designate a STATE Project Engineer to provide all services and tools, including but not limited to construction administration, inspection, materials testing, and representation, necessary to administer and manage the contract to ensure that the Work is constructed in accordance with the contract.
- 3.2 The LOCAL AGENCY may consult with and inquire of the STATE Project Engineer, attend all meetings, and have access to all documentation concerning the Work. The LOCAL AGENCY shall not provide direction, directly or indirectly, to the STATE's contractor. All formal contacts between the LOCAL AGENCY and the contractor shall be through the STATE's representative.
- 3.3 When it becomes known that quantities for a unit bid item will exceed plan quantity for the Work by ten (10) percent or result in a cost increase for the Work exceeding the total amount by the percentage listed under Section 6.6, the STATE shall consult with the LOCAL AGENCY on possible courses of action within three (3) working days in accordance with Section 4.
- 3.4 The LOCAL AGENCY may inspect the Work. Any costs for such inspection shall be borne solely by the LOCAL AGENCY. All contact between said inspector and the contractor shall be only through the STATE's inspector or the STATE's representative.
- 3.5 The STATE will prepare the final construction documentation in general conformance with the STATE's Construction Manual. The STATE will maintain one set of plans as the official "as-built" set, then make notations in red ink of all plan revisions typically recorded per standard STATE practices, as directed by the STATE's Construction Manual. Once the LOCAL AGENCY has accepted the Work per Section 5, the STATE will provide one reproducible set of as-built plans to the LOCAL AGENCY within sixty (60) ☐ Working ☒ Calendar days.

4. CONTRACT CHANGES

- 4.1 Changes to the Project contract will be documented by change order in accordance with the Standard Specifications. The STATE shall process change orders for all changes affecting the Work in the manner set forth in subsection 1-2.4C (3), Approval of Changes/Checklist, STATE Construction Manual, current edition.
- 4.2 Required changes involve such changes in quantities or alterations to the Work as are necessary to satisfactorily complete the Project. All other changes affecting the Work shall be considered elective changes.

- 4.3 The LOCAL AGENCY authorizes the STATE to initiate all required changes affecting the Work and to negotiate, document and execute the associated change orders. The LOCAL AGENCY agrees to pay for the increases in cost, if any, for the required changes affecting the Work in accordance with Section 6.
- 4.4 The STATE will advise the LOCAL AGENCY of any proposed required changes affecting the Work as soon as possible and provide it with an opportunity, if time permits, to review the change before implementation. The STATE will determine the length of the review time based upon the need to expedite the change to avoid delay to the contractor.
- 4.5 The LOCAL AGENCY may request additions to the Work through the STATE in writing. The STATE will implement the requested changes as elective changes, provided that a change does not negatively impact the STATE's transportation system and complies with the Standard Specifications, Project permits, state and/or federal law, applicable rules and/or regulations, and/or STATE design policies, and does not unreasonably delay critically scheduled Project contract activities.
- 4.6 All elective changes to the Work shall be approved in writing by the LOCAL AGENCY before the STATE directs the contractor to implement the changes, even if an executed change order is not required by the Project contract. The LOCAL AGENCY agrees to pay for the increases in cost, if any, for such elective changes in accordance with Section 6.
- 4.7 The STATE will make available to the LOCAL AGENCY all change order documentation related to the Work.
- 4.8 In the event it is determined that the LOCAL AGENCY does not have sufficient funds to complete the Work, the STATE and the LOCAL AGENCY shall negotiate to determine the future of the Work. If it is determined that the Work cannot proceed, the Work shall be brought to a level that is safe for public use and the STATE will terminate the remainder of the Work from the Project contract. In the event the Work is terminated, Section 5 shall apply for that portion of the Work completed up to the time of termination. The LOCAL AGENCY agrees to pay all costs associated with termination, including contractor claims, in accordance with Section 6.

5. ACCEPTANCE

- 5.1 Prior to Work acceptance, the STATE and LOCAL AGENCY will perform a joint final inspection. The LOCAL AGENCY agrees, upon satisfactory completion of the Work and receipt of a Notice of Physical Completion of the Work, as determined by the STATE, to deliver a letter of acceptance to the STATE which shall include a release of the STATE from all future claims or demands of any nature resulting from the performance of the Work and STATE administration thereof, outside STATE right of way, subject to any contractor claims (Section 8) caused by the negligent acts or omissions of the STATE in administering the Work.
- 5.2 If a letter of acceptance is not received by the STATE within ninety (90) days following delivery of a Notice of Physical Completion of the Work to the LOCAL AGENCY, the Work and STATE administration thereof shall be considered accepted by the LOCAL AGENCY, and the STATE shall be released from all future claims and demands of any nature resulting from the performance of the Work and the STATE's administration thereof, outside STATE right of way, subject to any contractor claims (Section 8) caused by the negligent acts or omissions of the STATE in administering the Work.
- 5.3 The LOCAL AGENCY may withhold its acceptance of the Work by submitting written notification to the STATE within Ten (10) ☐ Working ☒ Calendar days following delivery of a Notice of Physical Completion of the Work. This notification shall include the reason(s) for withholding acceptance.

6. PAYMENT

- 6.1 The LOCAL AGENCY, in consideration of the faithful performance of the Work performed by the STATE and its contractor, agrees to reimburse the STATE for the actual direct and related indirect costs of the Work, as estimated in Exhibit A.
- 6.2 The STATE shall provide detailed invoices to the LOCAL AGENCY for the Work performed by the STATE and its contractor or for costs incurred as provided in Sections 1.2.2, 1.5, 2.4, 4.8 or 8.1.4, and the LOCAL AGENCY agrees to make payment within thirty (30) days from receipt of an invoice. A payment will not constitute agreement as to the appropriateness of any item. At the time of the final invoice, the Parties will resolve any discrepancies.
- 6.3 The LOCAL AGENCY agrees that if it does not make payment within ninety (90) days after receipt of an invoice, the STATE may deduct and expend any monies to which the LOCAL AGENCY is entitled to receive from the Motor Vehicle Fund.

6.4 **Advance Payment:** If an advance payment is required, the LOCAL AGENCY agrees to pay the STATE the "Advance Payment Amount," shown above, within twenty (20) days after receipt of Project contract award notification. The advance payment represents approximately fifteen percent (15%) of the cost estimate and covers costs incurred by the STATE in the initial stages of the Work. The advance payment will be carried throughout the life of the LOCAL AGENCY's cost obligations, with final adjustment made in the final invoice.

6.5 **Increase in Cost:** In the event unforeseen conditions require an increase in the cost of the Work above the cost estimate (including sales tax, engineering, and contingencies) by more than Tewnty Five (25) percent, the Parties agree to modify this Agreement by executing a written amendment to address the increase pursuant to Section 10.1, or implement Section 4.8.

7. RIGHT OF ENTRY

7.1 The LOCAL AGENCY hereby grants to the STATE and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the LOCAL AGENCY has an interest for the purpose of constructing the Project.

7.2 Where applicable, the LOCAL AGENCY hereby grants to the STATE and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the LOCAL AGENCY has an interest for the STATE to construct, operate, maintain and/or reconstruct signal loop detectors and appurtenances for signals belonging to the STATE, if any, that are constructed within the LOCAL AGENCY's right of way. The terms of this Section 7.2 shall survive the termination of this Agreement.

8. CLAIMS

8.1 Claims for Additional Payment

8.1.1 In the event the contractor makes claims for additional payment associated with the Work, the STATE will immediately notify the LOCAL AGENCY of such claims. Such claims shall be made in the manner and form as provided for in the Standard Specifications.

8.1.2 The LOCAL AGENCY shall not be obligated to pay such claims or their cost of defense to the extent that the claims are caused by the negligent acts or omissions of the STATE in administering the Work.

8.1.3 The LOCAL AGENCY shall have the right to review and comment on any settlement for claims associated with the Work. However, the STATE shall have the ultimate right to settle such claims. In the event the LOCAL AGENCY does not agree with the claim settlement as negotiated by the STATE, the LOCAL AGENCY shall reserve the right to not financially participate in the negotiated claim settlement. If agreement cannot be reached between the LOCAL AGENCY and the STATE on a claim settlement, the Parties agree to follow the dispute resolution procedure in Section 10.7.

8.1.4 If the STATE agrees, the LOCAL AGENCY may defend contractor claims associated with the Work at its own cost, and in doing so, the LOCAL AGENCY agrees to pay any resulting settlement, court judgment or arbitration award. The STATE will cooperate with the LOCAL AGENCY in the LOCAL AGENCY's defense of the claims. The LOCAL AGENCY agrees to reimburse any STATE costs, including attorneys fees, incurred in providing such assistance in accordance with Section 6.

8.2 **Claims for Damages:** After Work acceptance, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs within the limits of the Work located on the LOCAL AGENCY's right of way, the LOCAL AGENCY shall defend such claims and hold harmless the STATE therefrom, and the STATE shall not be obligated to pay any claim, judgment or cost of defense. Nothing in this Section, however, shall remove from the STATE any responsibility defined by the current laws of the state of Washington or from any liability for damages caused by the STATE's own negligent acts or omissions independent of the Work performed pursuant to this Agreement.

9. OWNERSHIP, OPERATION, AND MAINTENANCE

9.1 Upon acceptance of the Work as provided in Section 5, the LOCAL AGENCY shall be the sole owner of that portion of the Work located within the LOCAL AGENCY's right of way, and the LOCAL AGENCY shall be solely responsible for ownership and all future operation and maintenance of the Work at its sole cost, without expense, cost, or liability to the STATE.

- 9.2 STATE facilities constructed on LOCAL AGENCY right of way, if any, as identified in Section 7.2 shall be owned by the STATE, and the STATE shall be responsible for the operation and maintenance of such facilities at the STATE's sole cost, until removed. The terms of this Section shall survive the termination of this Agreement.

10. GENERAL PROVISIONS

- 10.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
- 10.2 Termination: Neither the STATE nor the LOCAL AGENCY may terminate this Agreement without the written concurrence of the other Party, except as otherwise provided under Sections 1.2.2, 1.5, 2.4, and 2.6.
- 10.2.1 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the LOCAL AGENCY agrees to reimburse the STATE for the actual direct and related indirect expenses and costs it has incurred for the Work up to the date of termination, as well as the costs of non-cancelable obligations.
- 10.2.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 10.3 Independent contractor: The STATE shall be deemed an independent contractor for all purposes, and the employees of the STATE or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the LOCAL AGENCY.
- 10.4 Indemnification: The Parties shall protect, defend, indemnify, and hold harmless each other and their employees, authorized agents, and/or contractors, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the STATE, its employees, authorized agents, or contractors and (b) the LOCAL AGENCY, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees, authorized agents, and/or contractors.
- 10.5 Acceptance of Liability: The LOCAL AGENCY agrees and accepts full liability for (1) the PS&E provided for the Work to the STATE, if any; and (2) for any Work the LOCAL AGENCY has provided direction to the STATE to design and/or construct outside the STATE's right of way and/or STATE's jurisdiction that does not meet STATE standards.
- 10.6 Survivability: Sections 10.4 and 10.5 shall survive the termination of this Agreement.
- 10.7 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: The STATE and the LOCAL AGENCY shall each appoint a member to a disputes board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.
- 10.8 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of its own attorneys fees, witness fees, and costs.
- 10.9 Audits/Records: All Project records for the Work in support of all costs incurred shall be maintained by the STATE for a period of three (3) years. The LOCAL AGENCY shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the LOCAL AGENCY require copies of any records, it agrees to pay the costs thereof. The Parties agree that the Work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or state of Washington and/or the federal government.

- 10.10 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed and shall continue until the Work is accepted by the LOCAL AGENCY pursuant to Section 5, or as otherwise provided herein, and all obligations for payment have been met.
- 10.11 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

LOCAL AGENCY

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

AGREEMENT GCB 2204
EXHIBIT A COST ESTIMATE



WASHINGTON STATE DEPARTMENT OF TRANSPORTATION



PRELIMINARY ESTIMATE

Aaron Dr. and Wellsian Way I/S Vic.
Asphalt Planing Depth = 0.15'

LOCATION PROJECT		ENGINEER'S ESTIMATE DATED			Aug-30,2016
QUANT.	UNIT	ITEM NO.	ITEM	UNIT PRICE	AMOUNT
PREPARATION					
1	L.S.	0001	MOBILIZATION		\$4,448.02
1	L.S.	0215	REMOVING MISCELLANEOUS TRAFFIC ITEMS	\$200.00	\$200.00
ASPHALT CONCRETE PAVEMENT					
4603	S.Y.	5711	PLANING BITUMINOUS PAVEMENT	\$1.50	\$6,904.50
472	TON	5751	HMA CL. 1/2 IN PG 70-28 @ 0.15'	\$64.00	\$30,208.00
1	DOL	5830	JOB MIX COMPLIANCE PRICE ADJUSTMENT	\$906.24	\$906.24
1	DOL	5835	COMPACTION PRICE ADJUSTMENT	\$573.95	\$573.95
1	DOL	5837	ASPHALT COST PRICE ADJUSTMENT	\$1,321.60	\$1,321.60
TRAFFIC					
8	EACH	6832	FLEXIBLE GUIDE POST	\$32.00	\$256.00
3	EACH		BARRIER DELINEATOR STRIPS	\$37.00	\$111.00
2150	L.F.	6807	PLASTIC LINE	\$1.00	\$2,150.00
400	L.F.	6859	PLASTIC STOP LINE	\$10.00	\$4,000.00
5	EACH	6833	PLASTIC TRAFFIC ARROW	\$175.00	\$875.00
400	L.F.	6857	PLASTIC CROSSWALK LINE	\$5.00	\$2,000.00
1000	L.F.	6888	TEMPORARY PAVEMENT MARKING	\$0.10	\$100.00
1	LUMP SUM	6971	PROJECT TEMPORARY TRAFFIC CONTROL	\$6,000.00	\$6,000.00
OTHER ITEMS					
1	EST.	7725	REIMBURSEMENT FOR THIRD PARTY DAMAGE	(\$5.00)	(\$5.00)
1	CALC.	7728	MINOR CHANGE	(\$1.00)	(\$1.00)
1	L.S.	7736	SPCC PLAN	\$0.00	\$0.00
SUBTOTAL W/O MOBILIZATION					\$55,600.29
MOBILIZATION@8%				TOTAL	\$4,448.02
SUBTOTAL WITH MOBILIZATION					\$60,048.32
SALES TAX @ 8%					\$4,803.87
ABOVE THE LINE SUBTOTAL					\$64,852.18
ENGINEERING @ 12%					\$7,782.26
CONTINGENCIES @ 4%					\$2,594.09
SUBTOTAL WITH ENGINEERING AND CONTINGENCIES					\$75,228.53
Below the Line Items					
WSDOT INDIRECT COST W CITY OF RICHLAND				10.52%	\$7,914.04
TOTAL					\$83,142.57

AGREEMENT GCB 2204
EXHIBIT A COST ESTIMATE

THE AGREEMENT TOTAL THRESHOLD

ALLOWABLE INCREASE IN COST (SECTION 6.5) Maximum Agreement Amount \$103,928.21

Notes:

The above costs are estimated bid prices.

The indirect cost rate changes each July. The rate charged will be the rate in effect at the time work is preformed.

AGREEMENT GCB 2204

EXHIBIT "B"

I-182/SR 240 Aaron Dr. and Wellsian Way I/S

Description of Work

The work proposed under this Agreement consists of the planning the existing bituminous pavement, paving with HMA and installation of pavement markings on a portion of Aaron Dr. and the intersection of Aaron Dr. and Wellsian Way in the City of Richland at the expense of the City of Richland as a part of the STATE's I-182/SR 240 and Wellsian Way Interchange - Paving project.

Work to be performed by the State

The scope of work includes pavement restoration of the existing roadway surface by planning existing bituminous pavement, paving and installation of plastic pavement markings within the project limits. .

The STATE will design and incorporate the City's work into the STATE's PS&E., advertise, award and administer the contract.

The State will be responsible for contract administration, project inspection, and staking.

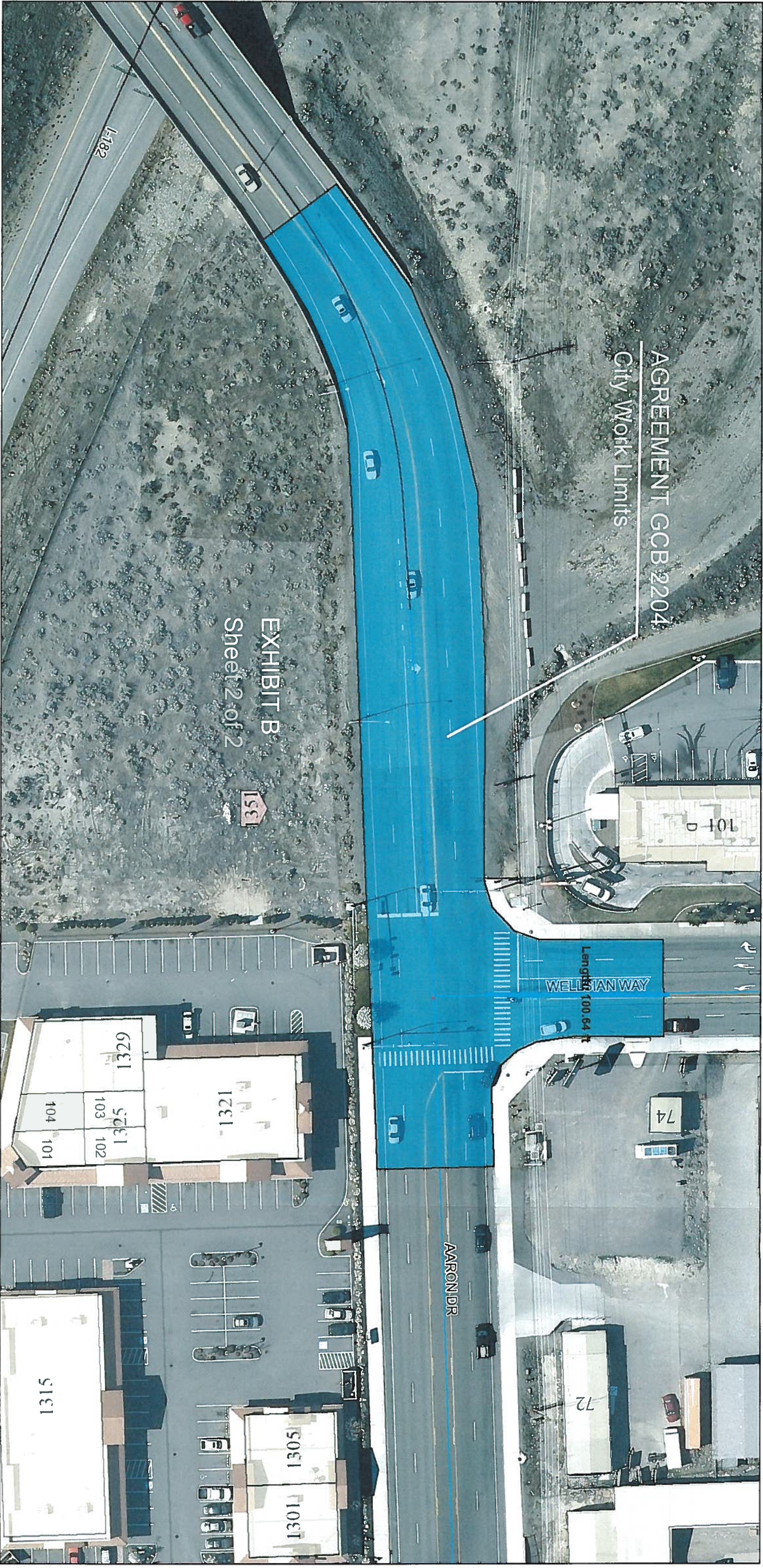
The STATE will perform a joint final inspection with the City.

Work to be performed by the Local Agency

Review the incorporated PS&E as part of the STATE's contract advertisement plans and special provisions.

Be available to assist the STATE for construction questions and any major change reviews and approvals that may be necessary.

The City will perform a final final inspection with the STATE.



AGREEMENT GCB 2204

City Work Limits

Length 100.64 ft

WELLSIAN WAY

AARON DR

EXHIBIT B
Sheet 2 of 2

1531

1231

I-182

6231

5231

103

104

102

5131

5031

11031

August 8, 2016

- Monument

— Richland Airport

— Interstate/Freeway

— City Street Centerline

— Private

— Complex

— Out
- Fringe Centerline Data

■ Richland City Limits

■ Urban Growth Area

■ DRIVING RANGE

■ FAIRWAY

■ GREEN

■ INDIAN PRESERVE
- PRACTICE GREEN

□ PRACTICE SAND

■ PUTTING GREEN

■ SAND

■ TEE

■ WATER



The City of Richland does not guarantee the accuracy, adequacy, completeness, or usefulness of any information. The City of Richland does not warrant the completeness, timeliness, or positional, thematic, and attribute accuracy of the GIS Data. The appropriate City department should always be contacted for official and current information.



**Washington State
Department of Transportation**

Local Agency Participating Agreement Developer Mitigation Payments For Transfer to State			Organization and Address City of Richland Public Works Pete Rogalsky Public Works Director P.O. Box 190, MS-26 Richland, WA 99352 (509) 942-7500	
			Agreement Number GCB 2448	
State Route No. SR 240	Control Section No. 0338	Region South Central	Section / Location SR 240/Hagen Road - Traffic Lights The intersection of SR 240 and Hagen Road, SR 240 Mile Post 28.27 to Mile Post 28.47.	
Description of Work This project consists of the design and installation of a traffic signal.				
Mitigation Payments Collected				
Developer Name Lamb Weston		Company Name Lamb Weston		Date Collected June 7, 2016
				Amount 50,000.00
Total Funds Transferred to STATE for This Project \$ 50,000.00				

This AGREEMENT, made and entered into this _____ day of _____, _____, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE", and the above named organization, hereinafter called the "AGENCY".

WHEREAS, the AGENCY has collected developer mitigation payments pursuant to RCW 82.02.020 that have an expiration date of five (5) years from date of collection, and

WHEREAS, the AGENCY desires to transmit these funds to the STATE for use in constructing the above referenced project, and

WHEREAS, the STATE has programmed and budgeted the subject project.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**I
GENERAL**

The STATE will apply all funds collected by the AGENCY pursuant to RCW 82.02.020 to the project shown above under DESCRIPTION OF WORK. In the event the STATE does not utilize the funds within the statutory time period, the STATE shall refund the funds to the property owner of record at time of refund in accordance with RCW 82.02.020.

The STATE shall act as lead agency in developing the contract documents and administering a contract that will address traffic congestion on the noted highway improvement.

Plans, specification, and costs estimates shall be prepared by the STATE in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The STATE will incorporate the plans and specifications into the STATE project and thereafter advertise the resulting project for bid and assuming bids are received and a contract is awarded, administer the contract.

**II
PAYMENT**

Upon execution of this agreement certifying the project is currently budgeted the AGENCY will transfer to the STATE the amount of mitigation payments shown in the heading as "TOTAL FUNDS TRANSFERRED TO STATE FOR THIS PROJECT."

**III
LEGAL RELATIONS**

No liability shall be attached to the STATE or the AGENCY by reason of entering into this agreement except as expressly provided herein.

The STATE will hold the AGENCY harmless and defend at its expense any failure by the STATE to comply with RCW 82.02.020 by not constructing the project or not refunding the funds received to the property owner of record.

**IV
EFFECTIVE DATE**

This agreement shall become effective on the date executed by the parties hereto, and continue until the project is completed or the funds are returned to the property owner of record.

**V
CHANGES**

This agreement may be amended, altered, changed, or extended only by written agreement of the parties hereto.

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

AGENCY

By: _____

Title: _____

Date: _____

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By: _____

Title: _____

Date: _____



**Washington State
Department of Transportation**

Local Agency Participating Agreement Work by State - Actual Cost		Local Agency and Address	
		City of Richland P.O. Box 190, MS-26 Richland, WA 99352	
Agreement Number		Section/Location	
GCB 2464		SR 240 & US 395/Tri-Cities Vicinity- Paving, I/S Improvements & ADA	
State Route Number	Control Section Number	Plans, Specifications and Cost Estimates (PS&E) for the Local Agency Work by LOCAL AGENCY? ☐ Yes ☒ No	
SR 240	0338	PS&E Due Date	
Region		Description of Work	
South Central Region		Design and construction of a traffic signal at Kingsgate Way and SR 240 M.P. Vicinity 26.91.	
Advance Payment Required ☐ Yes ☒ No			
Advance Payment Amount			
STATE		LOCAL AGENCY	
State Agency Representatives		Local Agency Representatives	
South Central Region		City of Richland	
Name		Name	
Todd Daley		Pete Rogalsky	
Title		Title	
Region Traffic Engineer		Public Works Director	
Address		Address	
2809 Rudkin Road, Union Gap, WA 98903-1648		P.O. Box 190, MS-26, Richland, WA 99352	
E-mail Address		E-mail Address	
DaleyT@wsdot.wa.gov		Progalsky@ci.richland.wa.us	
Phone		Phone	
509 577-1992		509-942-7500	

This Agreement is made and entered into between the STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION (STATE) and the above named governmental entity (LOCAL AGENCY).

WHEREAS; the STATE is planning the construction or improvement of a section of the state route as shown above, and in connection therewith, the LOCAL AGENCY has requested that the STATE perform certain work for the LOCAL AGENCY as described above under Description of Work and/or further described in Exhibit B, (Work), and

WHEREAS, it is deemed to be in the public's best interest for the STATE to include the requested Work in the STATE's construction contract for the state route improvement, and

WHEREAS, the LOCAL AGENCY is obligated for the cost of the Work described herein,

NOW, THEREFORE, pursuant to RCW 47.28.140 and/or chapter 39.34 RCW and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits which are incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PLANS, SPECIFICATIONS, AND COST ESTIMATES

- 1.1 The STATE, on behalf of the LOCAL AGENCY, agrees to perform the Work, as further provided herein and pursuant to the attached exhibits. Exhibit A is the Cost Estimate and Exhibit B, if included as an attachment, further defines the Work to be constructed for the LOCAL AGENCY. The combination of the LOCAL AGENCY's Work and the STATE's improvements hereinafter constitute the Project.

- 1.2 If indicated in the above heading, the LOCAL AGENCY shall provide the STATE with plans, specifications and cost estimates (PS&E) for the Work.
- 1.2.1 The PS&E shall be in accordance with the state of Washington Standard Specifications for Road, Bridge and Municipal Construction, and its amendments thereto (Standard Specifications), current at the time of Project advertisement, mutually acceptable design standards, or the LOCAL AGENCY's standards, if applicable and specified by the LOCAL AGENCY. Backup calculations for quantities and breakdowns for lump sum items shall be included with the PS&E for the Work.
- 1.2.2 If the PS&E for the Work, with backup calculations and breakdowns, is not delivered by the above PS&E due date, the STATE, at its sole discretion, may proceed without the LOCAL AGENCY Work included with the STATE's improvements. The LOCAL AGENCY agrees to reimburse all STATE costs incurred up to and as a result of the LOCAL AGENCY's failure to timely provide the PS&E. This Agreement shall terminate upon receipt of all reimbursement payments in accordance with Section 6.
- 1.3 The STATE will incorporate the LOCAL AGENCY's Work or Work PS&E into the STATE's PS&E for the STATE's improvements to produce a combined advertisement (Ad) ready PS&E for the Project. The STATE will document STATE-performed engineering design work required to incorporate the Work or Work PS&E into the STATE's PS&E (Design Documentation). The State shall provide up to two intermediate review sets of the PS&E and Design Documentation at mutually agreeable milestones. The STATE will provide the LOCAL AGENCY with one (1) reproducible copy of the stamped final Design Documentation prior to the proposed Ad date.
- 1.4 The STATE will provide the LOCAL AGENCY with one (1) reproducible copy of the Ad ready PS&E for the Project a minimum of thirty (30) working days prior to the proposed Ad date. The LOCAL AGENCY will have fifteen (15) working days to review the Ad ready PS&E for the Project, resolve any concerns, and provide the STATE with written approval, conditional approval, or rejection of the Ad ready PS&E for the Work portion of the Project. In the event the Work portion of the Ad ready PS&E is conditionally approved or rejected, the LOCAL AGENCY shall include the reasons for conditional approval or rejection. The LOCAL AGENCY may request an extension of time in writing, provided that the STATE receives the written request not later than fifteen (15) working days after the LOCAL AGENCY has received the Ad ready PS&E. The STATE shall provide a written response, indicating the number of working days extended, if any.
- 1.5 If the STATE does not receive the LOCAL AGENCY's written approval, conditional approval or rejection of the Work portion of the Ad ready PS&E within fifteen (15) working days and any approved extension of time pursuant to Section 1.4, or if the STATE cannot accept the LOCAL AGENCY's condition(s) of approval, or if the LOCAL AGENCY has not acquired all right of way and permits required to construct, maintain, and operate the Work, the STATE may, at its sole discretion, delete the Work from the Project and advertise the STATE's improvements. The LOCAL AGENCY agrees to reimburse the STATE for engineering costs and actual direct and related indirect costs incurred by the STATE associated with either the STATE or LOCAL AGENCY deleting the Work from the Project. This Agreement shall then terminate upon receipt of all reimbursement payments in accordance with Section 6.

2. BID, AWARD, AND COST ADJUSTMENTS

- 2.1 The STATE will advertise the Project for bids. The STATE will be the LOCAL AGENCY's representative during the Ad and Project contract award period. When requested by the STATE, the LOCAL AGENCY shall timely assist the STATE in answering bid questions and resolving any design issues that may arise that are associated with the Work. All comments and clarifications must go through the STATE.
- 2.2 If the LOCAL AGENCY is responsible for preparing the Work PS&E, the LOCAL AGENCY agrees to provide the STATE with any addenda required for the Work during the Ad period, to the Parties' mutual satisfaction.
- 2.3 The STATE shall provide the LOCAL AGENCY with written notification of the bid price for the Work. The LOCAL AGENCY shall have five (5) working days from the date of written notification to provide the STATE written approval of the bid price for the Work, or request the Work be deleted from the Project. The LOCAL AGENCY may request an extension of time in writing, provided that the STATE receives the written request not later than five (5) working days after the LOCAL AGENCY has received the written notification. The STATE shall provide a written response indicating the number of working days extended, if any.

- 2.4 The LOCAL AGENCY acknowledges that if it fails to provide the STATE with written approval of the bid price for the Work or request that the Work be deleted from the Project within five (5) working days and any approved extension of time pursuant to Section 2.3, the STATE ~~shall delete~~ the Work from the Project. In this event, the LOCAL AGENCY agrees to reimburse the STATE for engineering costs and actual direct and related indirect costs incurred by the STATE associated with deleting the Work from the Project. The LOCAL AGENCY understands that deleting the Work from the Project may require an equitable adjustment to the Project contract and agrees to reimburse the STATE for costs associated with the equitable adjustment. This Agreement shall then terminate upon receipt of all reimbursement and equitable adjustment payments in accordance with Section 6.
- 2.5 If the LOCAL AGENCY approves the bid price for the Work and the STATE does not award or execute the Project contract, but thereafter re-advertises the Project for bids, the STATE agrees to pay all STATE costs to re-advertise the Project. The LOCAL AGENCY agrees that the STATE is not responsible for increased bid prices or delay to the Work or other impacts to the LOCAL AGENCY resulting from re-advertising the Project.
- 2.6 If the LOCAL AGENCY approves the bid price for the Work and the STATE does not award or execute the Project contract and does not re-advertise the Project for bids, this Agreement shall terminate upon receipt of all reimbursement payments in accordance with Section 6. The LOCAL AGENCY agrees that the STATE is not responsible for potential increased costs for the Work, delay to the Work or other impacts to the LOCAL AGENCY resulting from not awarding the Project.

3. CONSTRUCTION

- 3.1 The STATE will be the LOCAL AGENCY's representative during construction and will act as owner in the administration of the contract for the Work. The STATE will designate a STATE Project Engineer to provide all services and tools, including but not limited to construction administration, inspection, materials testing, and representation, necessary to administer and manage the contract to ensure that the Work is constructed in accordance with the contract.
- 3.2 The LOCAL AGENCY may consult with and inquire of the STATE Project Engineer, attend all meetings, and have access to all documentation concerning the Work. The LOCAL AGENCY shall not provide direction, directly or indirectly, to the STATE's contractor. All formal contacts between the LOCAL AGENCY and the contractor shall be through the STATE's representative.
- 3.3 When it becomes known that quantities for a unit bid item will exceed plan quantity for the Work by ten (10) percent or result in a cost increase for the Work exceeding the total amount by the percentage listed under Section 6.6, the STATE shall consult with the LOCAL AGENCY on possible courses of action within three (3) working days in accordance with Section 4.
- 3.4 The LOCAL AGENCY may inspect the Work. Any costs for such inspection shall be borne solely by the LOCAL AGENCY. All contact between said inspector and the contractor shall be only through the STATE's inspector or the STATE's representative.
- 3.5 The STATE will prepare the final construction documentation in general conformance with the STATE's Construction Manual. The STATE will maintain one set of plans as the official "as-built" set, then make notations in red ink of all plan revisions typically recorded per standard STATE practices, as directed by the STATE's Construction Manual. Once the LOCAL AGENCY has accepted the Work per Section 5, the STATE will provide one reproducible set of as-built plans to the LOCAL AGENCY within one hundred ninety (190) ☒ Working ☐ Calendar days.

4. CONTRACT CHANGES

- 4.1 Changes to the Project contract will be documented by change order in accordance with the Standard Specifications. The STATE shall process change orders for all changes affecting the Work in the manner set forth in subsection 1-2.4C (3), Approval of Changes/Checklist, STATE Construction Manual, current edition.
- 4.2 Required changes involve such changes in quantities or alterations to the Work as are necessary to satisfactorily complete the Project. All other changes affecting the Work shall be considered elective changes.

- 4.3 The LOCAL AGENCY authorizes the STATE to initiate all required changes affecting the Work and to negotiate, document and execute the associated change orders. The LOCAL AGENCY agrees to pay for the increases in cost, if any, for the required changes affecting the Work in accordance with Section 6.
- 4.4 The STATE will advise the LOCAL AGENCY of any proposed required changes affecting the Work as soon as possible and provide it with an opportunity, if time permits, to review the change before implementation. The STATE will determine the length of the review time based upon the need to expedite the change to avoid delay to the contractor.
- 4.5 The LOCAL AGENCY may request additions to the Work through the STATE in writing. The STATE will implement the requested changes as elective changes, provided that a change does not negatively impact the STATE's transportation system and complies with the Standard Specifications, Project permits, state and/or federal law, applicable rules and/or regulations, and/or STATE design policies, and does not unreasonably delay critically scheduled Project contract activities.
- 4.6 All elective changes to the Work shall be approved in writing by the LOCAL AGENCY before the STATE directs the contractor to implement the changes, even if an executed change order is not required by the Project contract. The LOCAL AGENCY agrees to pay for the increases in cost, if any, for such elective changes in accordance with Section 6.
- 4.7 The STATE will make available to the LOCAL AGENCY all change order documentation related to the Work.
- 4.8 In the event it is determined that the LOCAL AGENCY does not have sufficient funds to complete the Work, the STATE and the LOCAL AGENCY shall negotiate to determine the future of the Work. If it is determined that the Work cannot proceed, the Work shall be brought to a level that is safe for public use and the STATE will terminate the remainder of the Work from the Project contract. In the event the Work is terminated, Section 5 shall apply for that portion of the Work completed up to the time of termination. The LOCAL AGENCY agrees to pay all costs associated with termination, including contractor claims, in accordance with Section 6.

5. ACCEPTANCE

- 5.1 Prior to Work acceptance, the STATE and LOCAL AGENCY will perform a joint final inspection. The LOCAL AGENCY agrees, upon satisfactory completion of the Work and receipt of a Notice of Physical Completion of the Work, as determined by the STATE, to deliver a letter of acceptance to the STATE which shall include a release of the STATE from all future claims or demands of any nature resulting from the performance of the Work and STATE administration thereof, outside STATE right of way, subject to any contractor claims (Section 8) caused by the negligent acts or omissions of the STATE in administering the Work.
- 5.2 If a letter of acceptance is not received by the STATE within ninety (90) days following delivery of a Notice of Physical Completion of the Work to the LOCAL AGENCY, the Work and STATE administration thereof shall be considered accepted by the LOCAL AGENCY, and the STATE shall be released from all future claims and demands of any nature resulting from the performance of the Work and the STATE's administration thereof, outside STATE right of way, subject to any contractor claims (Section 8) caused by the negligent acts or omissions of the STATE in administering the Work.
- 5.3 The LOCAL AGENCY may withhold its acceptance of the Work by submitting written notification to the STATE within _____ ten _____ (10) ☒ Working ☐ Calendar days following delivery of a Notice of Physical Completion of the Work. This notification shall include the reason(s) for withholding acceptance.

6. PAYMENT

- 6.1 The LOCAL AGENCY, in consideration of the faithful performance of the Work performed by the STATE and its contractor, agrees to reimburse the STATE for the actual direct and related indirect costs of the Work, as estimated in Exhibit A.
- 6.2 The STATE shall provide detailed invoices to the LOCAL AGENCY for the Work performed by the STATE and its contractor or for costs incurred as provided in Sections 1.2.2, 1.5, 2.4, 4.8 or 8.1.4, and the LOCAL AGENCY agrees to make payment within thirty (30) days from receipt of an invoice. A payment will not constitute agreement as to the appropriateness of any item. At the time of the final invoice, the Parties will resolve any discrepancies.
- 6.3 The LOCAL AGENCY agrees that if it does not make payment within ninety (90) days after receipt of an invoice, the STATE may deduct and expend any monies to which the LOCAL AGENCY is entitled to receive from the Motor Vehicle Fund.

6.4 Advance Payment: If an advance payment is required, the LOCAL AGENCY agrees to pay the STATE the "Advance Payment Amount," shown above, within twenty (20) days after receipt of Project contract award notification. The advance payment represents approximately fifteen percent (15%) of the cost estimate and covers costs incurred by the STATE in the initial stages of the Work. The advance payment will be carried throughout the life of the LOCAL AGENCY's cost obligations, with final adjustment made in the final invoice.

6.5 Increase in Cost: In the event unforeseen conditions require an increase in the cost of the Work above the cost estimate (including sales tax, engineering, and contingencies) by more than ten (10) percent, the Parties agree to modify this Agreement by executing a written amendment to address the increase pursuant to Section 10.1, or implement Section 4.8.

7. RIGHT OF ENTRY

7.1 The LOCAL AGENCY hereby grants to the STATE and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the LOCAL AGENCY has an interest for the purpose of constructing the Project.

7.2 Where applicable, the LOCAL AGENCY hereby grants to the STATE and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the LOCAL AGENCY has an interest for the STATE to construct, operate, maintain and/or reconstruct signal loop detectors and appurtenances for signals belonging to the STATE, if any, that are constructed within the LOCAL AGENCY's right of way. The terms of this Section 7.2 shall survive the termination of this Agreement.

8. CLAIMS

8.1 Claims for Additional Payment

8.1.1 In the event the contractor makes claims for additional payment associated with the Work, the STATE will immediately notify the LOCAL AGENCY of such claims. Such claims shall be made in the manner and form as provided for in the Standard Specifications.

8.1.2 The LOCAL AGENCY shall not be obligated to pay such claims or their cost of defense to the extent that the claims are caused by the negligent acts or omissions of the STATE in administering the Work.

8.1.3 The LOCAL AGENCY shall have the right to review and comment on any settlement for claims associated with the Work. However, the STATE shall have the ultimate right to settle such claims. In the event the LOCAL AGENCY does not agree with the claim settlement as negotiated by the STATE, the LOCAL AGENCY shall reserve the right to not financially participate in the negotiated claim settlement. If agreement cannot be reached between the LOCAL AGENCY and the STATE on a claim settlement, the Parties agree to follow the dispute resolution procedure in Section 10.7.

8.1.4 If the STATE agrees, the LOCAL AGENCY may defend contractor claims associated with the Work at its own cost, and in doing so, the LOCAL AGENCY agrees to pay any resulting settlement, court judgment or arbitration award. The STATE will cooperate with the LOCAL AGENCY in the LOCAL AGENCY's defense of the claims. The LOCAL AGENCY agrees to reimburse any STATE costs, including attorneys fees, incurred in providing such assistance in accordance with Section 6.

8.2 Claims for Damages: After Work acceptance, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs within the limits of the Work located on the LOCAL AGENCY's right of way, the LOCAL AGENCY shall defend such claims and hold harmless the STATE therefrom, and the STATE shall not be obligated to pay any claim, judgment or cost of defense. Nothing in this Section, however, shall remove from the STATE any responsibility defined by the current laws of the state of Washington or from any liability for damages caused by the STATE's own negligent acts or omissions independent of the Work performed pursuant to this Agreement.

9. OWNERSHIP, OPERATION, AND MAINTENANCE

9.1 Upon acceptance of the Work as provided in Section 5, the LOCAL AGENCY shall be the sole owner of that portion of the Work located within the LOCAL AGENCY's right of way, and the LOCAL AGENCY shall be solely responsible for ownership and all future operation and maintenance of the Work at its sole cost, without expense, cost, or liability to the STATE.

- 9.2 STATE facilities constructed on LOCAL AGENCY right of way, if any, as identified in Section 7.2 shall be owned by the STATE, and the STATE shall be responsible for the operation and maintenance of such facilities at the STATE's sole cost, until removed. The terms of this Section shall survive the termination of this Agreement.

10. GENERAL PROVISIONS

- 10.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
- 10.2 Termination: Neither the STATE nor the LOCAL AGENCY may terminate this Agreement without the written concurrence of the other Party, except as otherwise provided under Sections 1.2.2, 1.5, 2.4, and 2.6.
- 10.2.1 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the LOCAL AGENCY agrees to reimburse the STATE for the actual direct and related indirect expenses and costs it has incurred for the Work up to the date of termination, as well as the costs of non-cancelable obligations.
- 10.2.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 10.3 Independent contractor: The STATE shall be deemed an independent contractor for all purposes, and the employees of the STATE or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the LOCAL AGENCY.
- 10.4 Indemnification: The Parties shall protect, defend, indemnify, and hold harmless each other and their employees, authorized agents, and/or contractors, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the STATE, its employees, authorized agents, or contractors and (b) the LOCAL AGENCY, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees, authorized agents, and/or contractors.
- 10.5 Acceptance of Liability: The LOCAL AGENCY agrees and accepts full liability for (1) the PS&E provided for the Work to the STATE, if any; and (2) for any Work the LOCAL AGENCY has provided direction to the STATE to design and/or construct outside the STATE's right of way and/or STATE's jurisdiction that does not meet STATE standards.
- 10.6 Survivability: Sections 10.4 and 10.5 shall survive the termination of this Agreement.
- 10.7 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: The STATE and the LOCAL AGENCY shall each appoint a member to a disputes board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.
- 10.8 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of its own attorneys fees, witness fees, and costs.
- 10.9 Audits/Records: All Project records for the Work in support of all costs incurred shall be maintained by the STATE for a period of three (3) years. The LOCAL AGENCY shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the LOCAL AGENCY require copies of any records, it agrees to pay the costs thereof. The Parties agree that the Work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or state of Washington and/or the federal government.

- 10.10 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed and shall continue until the Work is accepted by the LOCAL AGENCY pursuant to Section 5, or as otherwise provided herein, and all obligations for payment have been met.
- 10.11 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

LOCAL AGENCY

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

AGREEMENT GCB 2464
EXHIBIT "A" - COST ESTIMATE
SR 240 Kingsgate Road Signal

STD NO. ITEMS	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
PREPARATION					
1	MOBILIZATION		L.S.		\$18,655.00
TRAFFIC					
6890	PERMANENT SIGNING		L.S.	\$1.00	\$10,000.00
6912	TRAFFIC SIGNALSYSTEM		L.S.	\$1.00	\$220,000.00
6859	PLASTIC STOP LINE	200.0	EACH	\$20.00	\$4,000.00
6971	PROJECT TEMPORARY TRAFFIC CONTROL		L.S.	EST	\$27,000.00
OTHER ITEMS				\$1.00	\$5,000.00
7480	Roadside Cleanup			\$1.00	\$5.00
7725	REIMBURSEMENT FOR THIRD PARTY DAMAGE			\$1.00	\$500.00
7728	MINOR CHANGE			\$1.00	(\$1.00)
7736	SPCC PLAN				
Subtotal without Mobilization					\$266,504.00
CONTRACT ITEMS TOTAL:					\$285,159.00
DESIGN ALLOCATIONS				5%	\$14,258.00
BID ITEM SUB TOTAL					\$299,417.00
SALES TAX				\$8.60	\$25,750.00
PROJECT SUBTOTAL					\$325,167.00
CONSTRUCTION ENGINEERING				15%	\$48,775.00
CONTINGENCIES				4%	\$13,007.00
CN ESTIMATE					\$386,949.00
PE PHASE				14%	\$45,523.00
SUB TOTAL					\$432,472.00
WSDOT CURRENT INDIRECT COST RATE				10.52%	\$45,496.00
PROJECT TOTAL					\$477,968.00

Notes:

The above costs are estimated bid prices.

*Indirect Cost Rate shown changes each July. The rate charged will be the rate in effect at the time work is performed.

Allowable increase in cost (SECTION 6.5)Maximum Agreement Amount is \$525,765.00

AGREEMENT GCB 2464

SR 240 and Kingsgate Way Signal

EXHIBIT "B" SPECIFICATIONS AND SPECIAL PROVISIONS

The Work proposed under this Agreement consists of the design and construction of a traffic signal at the intersection of SR 240 and Kingsgate Way in the City of Richland at the expense of the City of Richland as part of the State's SR 240 & US 395/Tri-Cities Vicinity – Paving, I/S Improvements & ADA project.

WORK TO BE PERFORMED BY THE STATE

1. The scope of work includes design and construction of a traffic signal and channelization improvements.
2. The STATE will design and incorporate the LOCAL AGENCY's work into the STATE's PS&E., advertise, award and administer the contract.
3. The STATE will be responsible for project inspections and staking.

WORK TO BE PERFORMED BY THE LOCAL AGENCY

1. The LOCAL AGENCY will review the incorporated PS&E as part of the STATE's contract advertisement plans and specials.
2. The LOCAL AGENCY will be available to assist the STATE in answering bid questions, construction questions and any major change reviews and approvals that are associated with the LOCAL AGENCY's work.

OWNERSHIP, OPERATION, AND MAINTENANCE

1. Upon acceptance of the work the STATE shall be the sole owner of the traffic signal and shall be responsible for the operation and maintenance of the traffic signal and its appurtenances within the limited access right of way in accordance with WAC 468-18-040. The LOCAL AGENCY agrees the STATE shall have the right to maintain and control any appurtenances related to the signal, located outside the limited access right of way.





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 223-16, Authorizing the Execution of an Interlocal Cooperative Agreement Between the Cities of Pasco, Kennewick and Richland for the Construction of an Animal Control Authority Facility

Department:
City Manager

Ordinance/Resolution Number:
223-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 223-16, authorizing the City Manager to sign and execute an agreement with the Cities of Pasco, Kennewick, and Richland for the construction of an Animal Control Authority Facility.

Summary:

The Tri-Cities Animal Control Authority (Kennewick/Richland/Pasco) was established in 1998. The facilities were built in 1950 and 1975 and are owned by Pasco, however, the three cities participate in the maintenance of the building. In 2009, a study revealed that the facility was in poor condition and potentially too small. In 2015, the cities hired a consultant to facilitate selection of a facility, scope and operating and funding alternatives meeting the current needs of the parties who wish to participate in a regional Animal Control Facility in the Benton and Franklin County area.

The consultant completed the facilitation and one site was selected in Pasco at approximately 8,000 square feet, allowing for growth and potential expansion. Total acreage is up to 5 acres and is adjacent to the existing shelter. A feasibility study for the selected site is the first step and is noted in the contract as a decision point.

If approved, an expandable facility could provide increased capacity at a later date and make better use of the footprint. The current cost sharing method (non-capital) will be modified to more closely align with usage resulting in cost savings to the City of Richland. Historically Richland has had fewer calls for service and animal intakes than the other two cities. The project was approved as part of the 2017 CIP and budget document.

Fiscal Impact:

Construction is estimated at \$4M plus land costs, shared equally among the cities. The 2013 budget included 100,000 for potential land purchase or for use for a feasibility study. \$1.1M has been budgeted in the 2017 Capital Improvement Plan. The feasibility study is expected to be concluded in 2017 with construction in 2018.

Attachments:

1. RES 223-16 Interlocal-Construction of Animal Control Facility
2. Construction Agreement and Exhibits

RESOLUTION NO. 223-16

A RESOLUTION of the City of Richland authorizing the execution of an Interlocal Cooperation Agreement between the Cities of Pasco, Kennewick, and Richland for the construction of an Animal Control Authority facility.

WHEREAS, the Cities of Pasco, Kennewick, and Richland collectively referred to hereinafter as the "Parties" wish to enter into an Interlocal Agreement for the Construction of an Animal Control Authority facility, and

WHEREAS, the Parties have entered into an Interlocal Agreement dated the 23rd day of August, 2005, and Amendments hereto, and the Operating Jurisdiction Agreement, dated the 1st day of January, 2007, creating and providing for the operation of the Tri-Cities Animal Control Authority (ACA) for the benefit of the Parties; and

WHEREAS, the Parties have determined there is a need for a new physical facility within which to locate the Animal Control Authority to provide effective and humane animal control; and

WHEREAS, the Parties are authorized by RCW 39.34 to enter into an Interlocal Cooperative Agreement for such purposes.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute an Interlocal Cooperation Agreement between the Cities of Pasco, Richland, and Kennewick for construction of an Animal Control facility.

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 6th day of December, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

WHEN RECORDED RETURN TO:

City of Pasco, Washington
525 North 3rd
Pasco WA 99301

INTERLOCAL AGREEMENT

Between

CITIES OF PASCO, KENNEWICK and RICHLAND, WASHINGTON

for the

CONSTRUCTION OF AN ANIMAL CONTROL AUTHORITY FACILITY

THIS INTERLOCAL COOPERATIVE AGREEMENT (hereinafter called "Agreement") is made and entered into by and between the City of Kennewick, Washington (hereinafter referred to as "Kennewick"); City of Pasco, Washington (hereinafter referred to as "Pasco"); and the City of Richland, Washington (hereinafter referred to as "Richland"), collectively referred to hereinafter as the "Parties."

WHEREAS, the Parties have entered into that Interlocal Agreement dated the 23rd day of August, 2005, and Amendments hereto, and the Operating Jurisdiction Agreement, dated the 1st day of January, 2007, creating and providing for the operation of the Tri-Cities Animal Control Authority (ACA) for the benefit of the Parties; and

WHEREAS, the Parties have determined there is a need for a new physical facility within which to locate the Animal Control Authority to provide effective and humane animal control; and

WHEREAS, the Parties are authorized by RCW 39.34 to enter into an Interlocal Cooperative Agreement for such purposes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. **Purpose.** The purpose of this Agreement is to:

A) Describe the process, procedures, and conditions by which the Parties will cooperate in the siting, design, and construction of a new animal control facility to serve the needs of the Parties, and such subscribers that may be permitted to participate; and

B) Establish the conditions under which the newly constructed animal control facility shall be operated.

2. **Feasibility Study.**

A) The Parties authorize and direct a feasibility study to be commenced upon the execution of this Agreement to be prepared by a Consultant selected by the Management Committee of the ACA composed of the City Managers, or their designees (Committee) to determine the feasibility of constructing an animal control facility consisting of approximately 8,000 square feet upon real property owned by Pasco generally located at 1312 South 18th Avenue, Pasco, Washington, to consist of up to five (5) acres within that area designated in Exhibit A. The facility to be constructed is more particularly described in Exhibit B, including such components as necessary for the conduct of an animal control program. The facility will also be designed for incremental addition of housing units with future expansion. The feasibility study will include a determination of appropriateness of the site's size and configuration for the construction of the proposed facility while continuing to operate the existing facility, conformance with zoning regulations, any shoreline management and land use requirements, utility service and easements. The feasibility study would include determination of the steps and costs necessary for land use and shoreline permitting, road vacations, easement and boundary adjustments necessary to accommodate the facility; environmental suitability; expansion capacity; the compatibility with neighboring uses, and an estimated construction budget for the Facility. The feasibility study shall also include a statement of estimated long-term operating costs of both the Facility and the program operations.

B) Within three (3) months of the date of the execution of this Agreement by all Parties, the feasibility study shall be completed and submitted to the Committee for its consideration and authorization to proceed.

C) All costs of the feasibility study, not to exceed a total of \$60,000.00, shall be documented by Pasco; presented for approval by the ACA; and such approved costs shall be equally borne among the Parties.

3. **Purchase of Property.** Upon authorization to proceed by the Parties through the Committee the property shall be acquired by the Parties from Pasco who shall sell by Statutory Warranty Deed an undivided one-third interest in the property to Kennewick; one-third undivided interest to Richland; and retain one-third undivided interest in the property, thereby, creating joint, undivided, and equal interest in the ownership of the property by the Parties.

4. **Determination of Purchase Price.** The purchase price for the property shall be its fair market value as determined by an MAI qualified appraiser selected by a majority vote of the Committee. The selected appraiser shall provide the appraised value to the Committee of the ACA within sixty (60) days of the Committee's authorization to proceed as provide in Section 3 above. Upon approval of the purchase price by the Committee closing shall occur within ninety (90) days or such other date as the Parties may mutually agree. Payment of the purchase price shall be in cash or by electronic transfer of funds at closing consisting of:

- A) Kennewick's payment of one-third of the purchase price;
- B) Richland's payment of one-third of the purchase price; and
- C) Pasco's receipt of a credit of one-third of the purchase price representing its retained ownership interest in the property.

Closing shall be at Benton-Franklin Title Company, with all costs of closing shared equally among the Parties.

5. **Request for Proposals.** Upon authorization and approval of the City Managers of the participating jurisdictions, a Request for Proposals (RFP) will be solicited by Pasco for the design and construction management of the ACA facility to be constructed on the purchased property conforming with the project scope, standards and specifications approved by the Committee, and a recommendation for the project budget (including contingencies).

Pasco shall circulate and advertise the RFP, with responses to be received within ninety (90) days. Upon receipt of the RFP responses, Pasco shall present such proposals to the Committee for consideration. The Committee shall have the authority upon unanimous concurrence to accept the qualified proposal meeting the project scope, standards and specification of the RFP that best serves the interest of the Parties. The Parties reserves the right to reject any and all responses, and retains the right to waive minor irregularities in the procedure. The Parties may then authorize the Committee to proceed with the project.

6. Construction of Facility.

A) Upon acceptance of a completed facility design and project budget, the Committee shall call for, and award a bid for construction of the Facility submitted by a responsible and qualified bidder within the approved construction budget.

B) Pasco shall act as the lead agency for the project and shall provide contract management services, including legal services, inspection services (including authorization for approval or rejection of minor change orders under \$20,000.00 up to \$100,000 of the contingency amount included in the project budget), and secure the City Managers of the participating jurisdiction's approval for major change orders (over \$20,000.00) consistent with the adopted project budget. Pasco will report all approved minor change orders to the City Managers in a timely manner.

C) Pasco as lead agency shall administer the Request for Proposals and any related bid process.

D) Pasco as lead agency shall provide notice of contract award and administrate the contract, including accounting, payment of contractors selected, and keeping the project records subject to the State record retention laws.

7. Payment for Facility Construction. The facility shall be constructed in two phases. The first phase shall consist of site preparation and construction of the new facility. Subject to the payment schedule provided below, final payment for this phase of the project shall be payable upon the issuance of a Certificate of Occupancy of the facility. The second phase shall consist of the demolition of the existing facility and completion of all site improvements of the project including the installation of all fixtures, equipment and furnishings for the project. Final payment for this portion of the project shall be payable upon the unanimous written acceptance by the Committee of the second phase.

Pasco shall secure monthly progress payment invoices showing actual expenditures during the previous month on the project. Invoices shall be based upon contractor's payments, equipment, materials, and labor expended on the project. Pasco shall bill each jurisdiction for one-third of the monthly progress payment which shall be paid to Pasco for payment to the contractor within thirty (30) days of receipt.

Upon completion of the project, Pasco shall conduct a final audit of the project at which time all adjustments required to be made shall be reflected in the final billing prior to acceptance of the project. Any dispute regarding payment, shall be resolved pursuant

to Section 12 below, “Dispute Resolution.” Each of the Parties shall be responsible for one-third of the total final cost of construction of the facility.

8. Facility Use. Upon acceptance of the facility by the Committee, after recommendation of the lead agency, the facility shall immediately be available for use by ACA and all third-party contractors for services to the ACA under the terms of the *Interlocal Cooperative Agreement between the Cities of Pasco, Richland, and Kennewick Washington for Creation and Operation of Tri-Cities Animal Control Authority*.

9. Duration. This Agreement shall become effective immediately upon execution by all Parties, and posting of the Agreement on each Party’s website or filed with the respective County Auditors pursuant to RCW 39.34.040. This Agreement shall remain in effect until the construction of the facility is completed in full and the work has been accepted by the Parties, unless terminated sooner by mutual agreement of the Parties, or as provided herein.

10. Termination. This Agreement may be terminated by any Party upon thirty (30) days advance written notice prior to the Committee’s authorization to proceed as provided in Section 3 above.

After authorization to proceed and the award of the construction contract, this Agreement may only be terminated by mutual agreement of the Parties.

11. Changes and Modification. Any Party may request changes, amendments, or additions to any portion of this Agreement, however, except as otherwise provided in this Agreement, no such change, amendment, or addition to any portion of this Agreement shall be valid or binding upon any Party unless it is in writing and executed by all Parties. Such changes shall be made part of this Agreement and shall be posted upon each Party’s website or filed with the County Auditor pursuant to RCW 39.34.040.

12. Dispute Resolution. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the City Managers, or their designees, shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the Parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with all Parties waiving the right of a jury trial upon trial de novo, with venue placed in Pasco, Franklin County, Washington.

13. Interlocal Agreement. No special budget or funds are anticipated, nor shall be created, except for a temporary fund necessary for the payment of the contractors as provided in Section 7 above. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real

or personal property other than as specifically provided within the terms of this Agreement. The City Manager, or his designee for the City of Pasco shall be designated as the Administrator of this Interlocal Agreement.

14. Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any jurisdiction during the terms of this Agreement, and for three (3) years after its termination. Pasco, as the Administrator of this Agreement, shall comply with all retention requirements under Washington State law.

15. Disposition of Property. In the event of termination of the ACA, failure of any Party to adopt an Animal Control Plan as provided in the ACA Interlocal Agreement or in the event a Party gives notice of intent to withdraw, the remaining Parties may elect to continue participation in the ACA Interlocal Cooperative Agreement, or to terminate that Agreement. On such event, the Parties shall determine a fair market value of the facility, improvements, and fixtures in the same manner as provided in Section 4 above. The remaining Parties may continue by purchase of the withdrawing Party or Parties' interest in the facility. In the event of termination, the facility shall be placed for sale subject to a right of purchase by Pasco for fair market value exercised by giving written notice within sixty (60) days of the date the property is offered for sale and closed within ninety (90) days thereafter; or the right of first refusal equal to any offer received by a bona fide third-party purchaser exercised by written notice within thirty (30) days of the Committee's acceptance of a bona fide third Party offer, and closed within ninety (90) days thereafter. In the event the facility is placed for sale and Pasco does not exercise its right of first purchase nor any bona fide third party offers to purchase have been received, the property shall be disposed by mutual agreement of the Parties with each Party bearing an equal portion of the costs to maintain the property pending disposition.

IN WITNESS WHEREOF, the undersigned having full authorization on behalf of the Parties, have executed this Agreement on the year and date set forth above.

CITY OF KENNEWICK, WASHINGTON

Steve Young, Mayor

Attest:

Terri L. Wright, City Clerk

Approved as to Form:

Lisa Beaton, City Attorney

CITY OF PASCO, WASHINGTON

Matt Watkins, Mayor

Attest:

Debbie Clark, City Clerk

Approved as to Form:

Leland B. Kerr, City Attorney

CITY OF RICHLAND, WASHINGTON

Robert Thompson, Mayor

Attest:

Marcia Hopkins, City Clerk

Approved as to Form:

Heather Kintzley, City Attorney

STATE OF WASHINGTON)
) ss.
County of Benton)

On this day personally appeared before me Steve Young, Mayor of the City of Kennewick, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

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

STATE OF WASHINGTON)
) ss.
County of Franklin)

On this day personally appeared before me Matt Watkins, Mayor of the City of Pasco, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

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

County of Benton

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

My Commission Expires: _____

ANIMAL CONTROL AUTHORITY FACILITY AREA (EXHIBIT A)



EXHIBIT B

SCOPE OF ANIMAL CONTROL AUTHORITY REPLACEMENT FACILITY PROJECT

The Animal Control Authority facility being constructed pursuant to an interlocal agreement between the cities of Pasco, Kennewick and Richland Washington will be designed and constructed to meet the following requirements:

1. The facility will be constructed on up to a five-acre site, as determined by the feasibility study provided for in the construction agreement, and shall be jointly owned by the three cities.
2. The facility will be no larger than 8,000 square feet in size.
3. The facility will have a total annual capacity equal to 4,563 animals (2433 cats and 2130 dogs) assuming an average length of stay of 12 days per animal.
4. The facility will contain a total of 180 animal housing units of which 150 housing units will be all weather units and 30 will be indoor/outdoor units. Of the 180 housing units, 70 will be for dogs and 80 for cats. The 70 dog housing units will include 30 indoor/outdoor units and 40 all-weather units. At least half of the dog housing units will be designed and constructed to provide housing for more than one dog when required.
5. In addition to animal housing units, the facility shall contain two community cat rooms and an outdoor visitation/exercise area for dogs.
6. The facility shall be designed and constructed so that additional animal housing units may be easily added onto the facility at a future date.
7. Exterior building finishes should be and appear "functional" similar to the existing Benton County Animal Control facility.
8. The facility shall be designed and constructed to meet the City of Pasco's building code and design standards.
9. Animal housing units should be efficient and cost effective with the objective of minimizing staffing and maintenance requirements over the life of the facility. An analysis of the housing unit options and a recommendation shall be provided to the ACA Board for approval prior to completion of the draft design.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 224-16, Appointments to the Americans with Disabilities Act Citizens Review Committee

Department:
City Attorney

Ordinance/Resolution Number:
224-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 224-16, Appointing Vicki Place and Steve Sillers to the Americans with Disabilities Act Citizens Review Committee.

Summary:

The terms for Position Nos. 4 and 5 on the Americans with Disabilities Act Citizens Review Committee expired September 30, 2016, which were held by Roger Bowman and Melissa Williams respectively.

The vacant positions were posted until the City of Richland received two qualified application packets to fill the vacancies.

City Attorney Kintzley is recommending the appointments of Vicki Place to Position No. 4 and Steve Sillers to Position No. 5 with a term expiration of September 30, 2019, for both positions.

Fiscal Impact:

None.

Attachments:

1. Proposed Resolution No. 224-16
2. Recommendation and Applications

RESOLUTION NO. 224-16

A RESOLUTION of the City of Richland confirming the appointments of Vicki Place and Steve Sillers to the Americans with Disabilities Act (ADA) Citizens Review Committee.

BE IT RESOLVED by the City Council of the City of Richland that the following appointments to the ADA Citizens Review Committee are hereby confirmed.

<u>NAME</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
Vicki Place	4	9/30/2019
Steve Sillers	5	9/30/2019

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 6th day of December 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Barham, Debby

From: Kintzley, Heather
Sent: Wednesday, November 23, 2016 10:11 AM
To: Barham, Debby
Subject: ADA Appointments

Debby, after review of the application materials, the ADA Committee recommends appointment of Vicki Place and Steve Sillers.

Thanks,
Heather

Select the Board, Commission or Committee applying for:

Americans with Disabilities Act Citizen Review Committee

PERSONAL INFORMATION:

First Name Vicki
Last Name Place
Street Address 519 Cascade Street
City Richland
State WA
Zip 99354
Email: computrgal@hotmail.com
Contact Phone: (509) 392-2099
Alternate Phone Not answered
Length of Residency in the City of Richland 1998
Occupation: Program Support Supervisor II

RECEIVED

OCT 05 2016

RICHLAND CITY CLERK

Arts Commission or Parks & Recreation Commission Applicants Only:

Youth-Grade: Not answered

OCCUPATIONAL AND EDUCATIONAL BACKGROUND:

I work at Columbia Basin College in the Assistive Technology Center. I was asked to move to the ATC as I have an IT Tech II background. We currently serve over 100 students and our department has only been in existence since October 2014.

EXPERIENCE:

Experience Applicable to the City Board, Commission or Committee to which you are applying.

I am currently part of the Accessibility Committee at our CBC.

Are you currently serving on a City of Richland Board, Commission or Committee?

(An individual is limited to serve on two boards, commissions or committees at the same time)

No

If Yes, which one/s? Otherwise, enter "Not Applicable" in the field provided Not Applicable

Have you served on a City of Richland Board, Commission or Committee before?

No

If Yes, which one/s? Otherwise, enter "Not Applicable" in the field provided Not Applicable

Are you a City of Richland Employee?

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

No

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.

I accept

A resume is required to complete the application.

Vicki Place Final Resume for ADA.doc

Vicki L. Place

(509) 392-2099

519 Cascade Street, Richland, WA 99354

computrgal@hotmail.com

OBJECTIVE

- Serve on the Richland, WA Americans with Disabilities Committee

QUALIFICATIONS

- A solid understanding of computers and technology
- Ability to work with a variety of disabilities and various personalities
- Ability to use logic and reasoning in solving problems
- Able to prioritize tasks, analyze and evaluate the best solutions
- Develop constructive and cooperative working relationships with others and maintain them over time
- Maintain daily records to document calls and computer related problems



Pertinent Abilities

Applications:

Database Systems
Access
Excel
Word
Outlook
PowerPoint
JAWS
NVDA
Dragon NaturallySpeaking
Captioning
Kurzweil 3000
Canvas (LMS)

Hardware:

Networks I & II
PC Hardware
Juliet Pro Brailler
Tactile

Operating Systems:

DOS
Windows 3.1
Windows 95
Windows 98
Windows 2000
Windows XP, 7, 8,
8.1 10

PROFESSIONAL EXPERIENCE AND SKILLS

Technology

- Excellent problem solving, troubleshooting and analytical skills
- Software installation, system setup and deployment
- Install, test, and maintain hardware and software products
- Uses basic diagnostic software and utility tools to troubleshoot problems

Management

- Motivating, developing and directing others as they work
- Designed documentation on office policy
- Revised and updated IS help software installation manuals
- Trained and supervised others

EMPLOYMENT

Program Support Supervisor II

10/2014-present

Columbia Basin College, Pasco, WA

- Work with ADA students setting up software and training
- Set up services in the classroom (SmartView 360, VRI or CART)
- Prepare tests by enlarging copies, Braille, or tactile
- Supervise part-time Instructional Technicians

Employee for Information Services

6/2007-10/2014

Columbia Basin College, Pasco, WA

- Answer technical questions regarding software issues by phone or in person
- Create documentation on policy and procedures for the IS Help Department
- Offer excellent customer service in a pleasant and professional manner
- Investigate issues reported by customers in a timely and efficient manner
- Assist staff/faculty with PC and desktop application issues

EDUCATION

Assistive Technology Applications Certificate Program

ATACP Certification, CSUN

9/2016-

Columbia Basin College, Pasco, WA

AAS in Network Administration

9/2003-6/2007

Select the Board, Commission or Committee applying for:

Americans with Disabilities Act Citizen Review Committee

RECEIVED

SEP 27 2016

RICHLAND CITY CLERK

PERSONAL INFORMATION:

First Name	Steve
Last Name	Sillers
Street Address	724 Lynnwood Loop
City	Richland
State	WA
Zip	99354
Email:	umpire6174@yahoo.com
Contact Phone:	(509) 460-1421
Alternate Phone	Not answered
Length of Residency in the City of Richland	Currently 21 months previously 1974-1997, 2000-2002, 2004-2007
Occupation:	Quality Control

Arts Commission or Parks & Recreation Commission Applicants Only:

Youth-Grade:	Not answered
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OCCUPATIONAL AND EDUCATIONAL BACKGROUND:

Summary

19 years of professional experience performing and supporting many of the functions of a Material Control, Procurement, and Fabrication; from project conception to project completion on both commercial and government contracts.

Education:

AA, Columbia Basin College, Pasco, Washington. 2008

AAS Fire Science, Columbia Basin College, Pasco, Washington. 1996

Experience:

Material Control Specialist/Procurement (February 2010-present): Columbia Energy and Environmental Services, Inc. Richland, Washington.

- Purchase Order processing and placement for all company related purchases.
- Material control and check-out for Fabrication Shop, Fleet Maintenance, & UL508A Panel Shops.

- QA receipt, inspection, and completion of Inspection Reports for all project related material.
 - Cost and technical proposals development for firm fixed price and time and materials contracts
- Technical Customer Service/Hardware and Support Contract Sales (October 2007 -February 2010: Moon Security, Pasco. Washington.

- Project management:

- Preparing proposals
- Customer interface management
- Project status reporting.

- Hardware sales for a line security equipment and support contracts
- Parts receipt and inspection
- Parts inventory

Project Administration/Marshalling Yard Lead (March 2004- October 2007): Securitas Security Services, USA Richland, Washington.

- Control badge supervision and issuance for deliveries and visitors to the Waste Treatment Plant, located on the Hanford Nuclear Reservation

- Records maintenance in accordance with DOE record keeping requirements and supported DOE audits
- Complete and organize daily, weekly, and monthly badging management (Company and DOE badging)

Senior Environmental Technician (November 2001- February 2002): SCM Consultants, Kennewick, Washington. Duties included:

- Planning, sampling, and remediation of Anthrax from Senate office buildings
- Controlled entries per established work plans and procedures
- Work packages performed in environments requiring Level B and C PPE.

Mixed Waste Thermal Operator (March 2001- September 2001):. Allied Technology Group, Inc, Richland, Washington.

- Destruction of mixed contaminated and radioactive waste participation
- Facility equipment maintenance by conducting hourly rounds, trouble-shooting and repairs
- Forklift operation (loading and moving of waste)
- Waste container packaging and labeling
- Work packages in environments requiring Level C PPE.

EXPERIENCE:

Experience Applicable to the City Board, Commission or Committee to which you are applying.

Previously worked for The Arc of Tri-Cities in their Community Access and Adult Recreation programs. No other experience aside from that.

Are you currently serving on a City of Richland Board, Commission or Committee?

(An individual is limited to serve on two boards, commissions or committees at the same time)

No

If Yes, which one/s?

Not Applicable

Otherwise, enter "Not

**Applicable" in the field
provided**

Have you served on a City of Richland Board, Commission or Committee before?

No

**If Yes, which one/s? Not Applicable
Otherwise, enter "Not
Applicable" in the field
provided**

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No

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.

I accept

A resume is required to complete the application.

Steven M Sillers '16 MCS.docx

Summary

19 years of professional experience performing and supporting many of the functions of a Material Control, Procurement, and Fabrication; from project conception to project completion on both commercial and government contracts.

Education:

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AAS Fire Science, Columbia Basin College, Pasco, Washington. 1996

Experience:

Material Control Specialist/Procurement (February 2010-present): Columbia Energy and Environmental Services, Inc. Richland, Washington.

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- Forklift operation (loading and moving of waste)
- Waste container packaging and labeling
- Work packages in environments requiring Level C PPE.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 225-16, Authorizing the Execution of an Interlocal Cooperative Agreement Between the Cities of Pasco, Richland and Kennewick for Creation and Operation of Tri-Cities Animal Control Authority

Department:
City Manager

Ordinance/Resolution Number:
225-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 225-16, authorizing the City Manager to sign and execute an agreement with the cities of Pasco, Kennewick and Richland for creation and operation of Tri-Cities Animal Control Authority.

Summary:

The Tri-Cities Animal Control Authority consisting of Pasco, Kennewick and Richland was established in 1998. On August 16, 2005, Council approved an Interlocal Cooperative Agreement between the Cities of Richland, Pasco and Kennewick for animal control services. On March 20, 2007, Council approved an agreement for the City of Pasco to serve as the current operating jurisdiction.

A 2009 study revealed that the animal control facility was in poor condition and potentially too small and a subcommittee recommended a new facility which was not acted upon. In 2015 a consultant was hired to facilitate selection of a facility, scope and operating and funding alternatives meeting the current needs of the parties who wish to participate.

Council received the consultant's recommendation for facility construction in 2015 and recently approved the 2017 capital facilities plan which included the new project.

There are two Interlocal Cooperative Agreements for Council consideration. One for the construction of the Animal Control Authority facility and the other for the creation and operation of the Animal Control Authority for the new facility.

Attached is the creation and operation agreement. It replaces all previous interlocal agreements and amendments and becomes effective upon acceptance and occupancy of Phase I of the Animal Control Authority Facility. The agreement also identifies an updated funding model and based on Richland's animal intake numbers, Richland's usage costs will decrease.

If for some unforeseen reason the facility is not built, the agreement does not go into effect.

Fiscal Impact:

Capital Improvements and Operating Costs will be shared equally among the participating jurisdictions. However, this agreement changes the model so that usage costs will be shared proportionately based on animal intake. Typically Richland has less animal intakes and should see a reduction in usage costs.

Attachments:

1. RES 225-16-Interlocal-Tri-Cities Animal Control Authority
2. Animal Control-Operating Agreement

RESOLUTION NO. 225-16

A RESOLUTION of the City of Richland authorizing the execution of an Interlocal Cooperation Agreement between the Cities of Pasco, Richland, and Kennewick for creation and operation of Tri-Cities Animal Control Authority.

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

WHEREAS, the Cities, by their respective City Councils, have determined that animal control services may be best implemented on a shared basis in a manner deemed most efficient and effective for the Cities, and wish to enter in to an Interlocal Cooperation Agreement; and

WHEREAS, the Cities agree that this Agreement shall replace all prior Interlocal Agreements and amendments thereof and all Operating Jurisdiction Agreements and amendments thereof, that may have governed the subject of this Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute an Interlocal Cooperation Agreement between the Cities of Pasco, Richland, and Kennewick for creation and operation of Tri-Cities Animal Control Authority.

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 6th day of December, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

FILED FOR RECORD AT REQUEST OF:

City of Pasco, Washington

WHEN RECORDED RETURN TO:

City of Pasco
525 North 3rd
Pasco WA 99301

INTERLOCAL COOPERATIVE AGREEMENT
Between
CITIES OF PASCO, RICHLAND, AND KENNEWICK WASHINGTON
For
CREATION AND OPERATION OF
TRI-CITIES ANIMAL CONTROL AUTHORITY

THIS INTERLOCAL COOPERATIVE AGREEMENT, is made and entered into this ____ day of _____ 2016, pursuant to the Interlocal Cooperation Act, RCW 39.34, by and between the City of Pasco, a municipal corporation of the State of Washington, hereinafter referred to as “Pasco”, the City of Kennewick, a municipal corporation of the State of Washington, hereinafter referred to as “Kennewick,” and the City of Richland, a municipal corporation of the State of Washington, hereinafter referred to as the “Richland,” and collectively referred to as “Cities” or “Participating Jurisdictions.”

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

WHEREAS, the Cities, by their respective City Councils, have determined that animal control services may be best implemented on a shared basis in a manner deemed most efficient and effective for the Cities; and

WHEREAS, the Cities agree that this Agreement shall replace all prior Interlocal Agreements and amendments thereof and all Operating Jurisdiction Agreements and amendments thereof, that may have governed the subject of this Agreement.

NOW, THEREFORE, in consideration of mutual covenant contained herein, it is agreed by and between the Parties hereto as follows:

1. Purpose.

A) To establish and maintain the Tri-City Animal Control Authority (ACA) created by Interlocal Cooperative Agreement to provide for animal control services among the Participating Jurisdictions and potential service subscribers.

B) To replace all previous Interlocal Cooperative Agreements and all amendments thereto that previously created and established the current ACA.

C) To provide for a Management Committee to determine the best manner in which to provide animal control services, including contracting with independent contractor(s) or a member entity for the provision of some or all of the animal control services required for the purpose of sharing the services and responsibilities among the Cities in the most efficient manner.

D) To select and empower Pasco to serve as the Operating Jurisdiction for the day to day management of animal control services, including providing, if necessary, the manpower and facilities required to carry out all or a portion of the animal control function as identified in the Agreement.

E) To provide a method for the sharing of the ongoing operating and administrative costs of providing animal control services as defined in this Agreement.

F) To achieve equitable cost sharing for each of the Cities for animal control services, by avoiding redundant expenses, activities, and facilities, while enjoying the efficiencies of scale resulting from a unified service to the combined territorial jurisdictions of the Cities.

G) To preserve to each of the Cities the ability to establish and enforce its own individual standards, regulations, and fees for animal control.

H) To provide for efficient and effective animal control services for the citizens of the Cities.

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

A) “Base Costs” shall mean the management, operating and capital improvement costs or revenues, classified as “base costs” in Exhibit A,

associated with providing animal control services which would be present regardless of the amount of service provided over time.

B) “Capital Improvement Cost” shall mean the costs associated with the major maintenance and improvement of animal control authority capital assets including its fleet, facilities and site.

C) “Cities” or “Participating Jurisdictions” shall mean the cities of Pasco, Kennewick, and Richland, Washington, and any other municipal corporation, which upon payment of a capital contribution for the Facility is added as a Participating Jurisdiction as provided in Section 4.

D) “Management Costs” shall mean the costs associated with management and administration of animal control services, including physical facility expenses, by the operating jurisdiction.

E) “Operating Costs” shall mean all costs associated with the administration, management, day to day operation, upkeep and maintenance of animal control services and programs.

F) “Operating Jurisdiction” shall mean that designated Participating Jurisdiction responsible for the day-to-day operation of the animal control services and the administration of this Agreement, more particularly stated in Section 3.B below. The initial Operating Jurisdiction shall be the City of Pasco.

G) “Service Contractor” shall mean a Participating Jurisdiction or a qualified third-party independent contractor selected to provide day-to-day animal control services and the physical implementation of the animal control plan.

H) “Subscriber” shall mean any municipal jurisdiction or other entity other than a Participation Jurisdiction, which by contract, receives some or all ACA services.

I) “Usage Costs” shall mean the management, operating and capital improvement costs or revenues, classified as “usage costs” in Exhibit A, associated with providing animal control services which vary by the amount of service provided over time.

3. Administration. Administration of the ACA shall be conducted in the following manner:

A) Management Committee. The City Manager or their designee from each of the Participating Jurisdictions shall constitute the Management

Committee (Committee). The Committee shall meet not less than once per calendar quarter as necessary to accomplish the purposes of this Interlocal Cooperative Agreement. The Committee shall be responsible for preparing a plan for animal control services, subject to approval by the council of the Cities, for providing animal control services within the total combined jurisdictional territory of the Cities and any subscriber's jurisdictional territory. The City Manager of Pasco or their designee, as the representative of the Operating Jurisdiction, shall serve as the Chair of the Committee. The Committee shall:

- 1) Be responsible for establishing policies for implementation of the Animal Control Plan adopted by the Cities.
- 2) Approve and execute contracts for services necessary for the implementation of the Animal Control Plan.
- 3) Develop a proposed annual budget for presentation to each of the Cities for their approval for each calendar year during the term of this Agreement.
- 4) Provide reports of the activities and progress of the Animal Control Plan to each of the Cities at least annually during the term of this Agreement.
- 5) Provide a venue for dispute resolution among participants in the Animal Control Plan.
- 6) Provide such administrative assistance, expertise, and direction as is necessary for the successful implementation of the plan.
- 7) Secure such services as are necessary for the implementation of the Animal Control Plan.

B) Operating Jurisdiction.

1) Appointment. Pasco shall be designated as the Operating Jurisdiction for the Tri-City Animal Control Authority unless otherwise designated by unanimous written consent of the Participating Jurisdictions.

2) Scope of Services for Operating Jurisdiction. The Operating Jurisdiction shall provide the following services:

(a) The day-to-day operations of the Animal Control Services, including the enforcement of the rules, regulations, and ordinances of the Participating Jurisdictions.

(b) All service contractors, providers, resources, and facilities necessary for the implementation of the Animal Control Plan shall be provided by or managed by the Operating Jurisdiction.

(c) The Operating Jurisdiction shall provide all necessary support services for the implementation of the Animal Control Plan, including but not limited to accounting, legal services, records management, risk management, and personnel management.

(d) The Operating Jurisdiction will manage all contracts with any service contractors or other entities for services performed under the Animal Control Plan and prepare and administer all rules and regulations.

(e) The Operating Jurisdiction shall implement policies adopted by the Committee and issue periodical reports to the Committee on the implementation of the Animal Control Plan.

(f) Maintain a separate fund for the receipt of funds from the Cities and for the payment of expenses for the ACA.

(g) Maintain records on ACA-owned equipment and inventory, including vehicle maintenance and replacement accounting.

(h) Schedule periodic meetings of the ACA.

(i) Retain records related to the ACA pursuant to the State's retention schedule(s) and respond in a lawful manner to all public records requests seeking ACA related records.

3) Compensation. An estimated budget for performing the services of the Operating Jurisdiction shall be calculated on an annual basis. The cost-sharing method outlined in Section 7 of this Agreement shall determine the percentage allocation of the total cost to each of the Participating Jurisdictions. Each year, the annual budget and compensation due to the Operating Jurisdiction by each of the other

Participating Jurisdictions shall be determined by the Committee prior to September 1 of the prior year. Any extraordinary or unanticipated cumulative expenses that may exceed the annual budget, must be approved by unanimous written consent of the Participating Jurisdictions. Each of the Participating Jurisdictions, other than Pasco, shall be responsible for payment of their pro-rata share of the compensation for the Operating Jurisdiction. As the Operating Jurisdiction, Pasco shall bill each of the other Participating Jurisdiction monthly, in conjunction with the billing for the monthly animal control contractor payments, that Participating Jurisdiction's share of the annual compensation.

4. Admission of New Participating Jurisdictions and Subscribers.

A) Process for Adding New Participating Jurisdictions. Upon receipt of a written request by a jurisdiction to join as a Participating Jurisdiction in the ACA, the Committee may, upon unanimous approval, admit the applicant as a Participating Jurisdiction subject to determination of its proportionate share of facilities capital contribution, and of its operating costs which will be included in a written Addendum to this Agreement.

B) Subscriber. Upon receipt of a written request by a jurisdiction or other entity to receive a portion or all of ACA's services for a contract fee, the amount and scope of such services will be included in a written Agreement.

5. Service Contractor. A service contractor shall be selected by the unanimous approval of the Committee to provide animal control services and implement and perform the Animal Control Plan. The services of the service contractor shall be managed by the Operating Jurisdiction pursuant to the terms of an Agreement negotiated between the ACA and the service contractor.

6. Animal Control Plan Basic Services. The Animal Control Plan as developed by the Committee and approved by the legislative body of each Participating Jurisdiction, shall provide a base level of services for each of the Participating Jurisdictions:

A) Shelter and holding of stray and owner surrender animals.

B) Enforcement of animal control ordinances of Participating Jurisdictions.

C) Cooperation with police departments and licensing programs of Participating Jurisdictions.

- D) Animal Control Authority sponsored or provided programs to provide for or further adoption of stray or owner surrender animals and control the size of such animal populations
- E) Regulation and apprehension of vicious or dangerous animals.
- F) Removal of dead animals from the public right-of-way.
- G) Apprehension of stray animals.
- H) Impounding and boarding of apprehended animals.
- I) Euthanasia of unclaimed animals.
- J) Disposal of animal remains.
- K) Owner notification of found animals and identi-code retrievals.

The level of the above-enumerated Animal Control Services together with the method and manner of the delivery of such services shall be delineated in the Animal Control Plan. The Participating Jurisdictions may modify the scope of the base level of services by mutual agreement.

Nothing herein will limit any of the Participating Jurisdictions from individually securing additional Animal Control Services above and beyond those basic services enumerated above and in the Animal Control Plan, from the Operating Jurisdiction, by contract for additional fees. Any such services shall be negotiated independently of this Agreement.

7. Cost Sharing Assessment and Reimbursement. The Operating Jurisdiction shall submit an annual budget on or before August 15 of each year, of expenses for Animal Control Services for approval by the Committee. Subscriber fees shall be included in the proposed budget. Each Participating Jurisdiction shall maintain by ordinance or regulation its own rates and charges for compliance with their respective animal codes and fines and forfeitures for its enforcement within its territorial jurisdiction. All revenues derived therefrom shall be solely the revenues of that Participating Jurisdiction. The specific fund necessary for the implementation of this Agreement shall be maintained at the Operating Jurisdiction and shall be designated the "Tri-City Animal Control Operating Fund."

- A) Capital Improvement Cost Sharing. Costs for capital improvements approved by the Participating Jurisdictions, shall be shared

equally among the Participating Jurisdictions. The Operating Jurisdiction shall bill the Participating Jurisdictions on behalf of the ACA.

B) Operating Cost Sharing. The cost of animal control authority operations including physical facility, maintenance and operating costs, administrative costs, management costs, and program costs, shall be shared among the ACA facility Participating Jurisdictions and subscribers to animal control authority services. Operating costs shall be classified as either base costs or usage costs according to the cost classification system established and periodically amended by the Committee in Exhibit A to this Agreement. The annual operating cost sharing formula established in subsection D) below of this section shall be used by the Operating Jurisdiction to bill the Participating Jurisdictions and subscribers monthly.

C) ACA Budget. The Committee shall adopt a budget annually. Incident to budget approval shall be the ability to reclassify the distribution of costs as identified in Exhibit A. The budget shall encompass all ACA facility, program and administrative costs. The budget and annual cost sharing formula to be applied to the budget, shall be submitted as approved by the Committee, to Participating Jurisdictions and subscribers by September 15 of each year.

D) Annual Operating Cost Sharing Formula. The costs included in Exhibit A to this Agreement will be shared initially among the Participating Jurisdictions of the ACA facility based on a two-part formula. The first part of the formula covers base costs and the second part covers usage costs. Initially, the base cost and usage cost share for each Participating Jurisdiction will be added together to establish the total cost share for each Participating Jurisdiction.

1) Base costs will be shared equally among the Participating Jurisdictions. The initial three (3) Participating Jurisdictions would share base costs on a one-third basis.

2) Usage costs will be shared proportionately among the Participating Jurisdictions based on the intake of animals. Animal intake shall be determined on the basis of a five-year average of annual data (January 1 to December 31) and shall include all types and breeds of animals. A rolling five years of annual data available at the time that the Committee submits its budget and collected and reported by the ACA shall be used for this purpose.

3) Additional contract services as provided for in Section 6 of this Agreement, shall be included in the budget and will be paid in full by the contracting jurisdiction.

4) Beginning January 1, 2017 the ACA shall collect and report monthly data on calls for service from each jurisdiction receiving services from the ACA. Calls for service will be defined and data shall be reported in a manner and format approved by the Committee.

5) Beginning with the 2023 annual ACA budget, the Committee shall modify the usage cost sharing portion of the formula to be applied in 2023 by averaging five running years of annual data for calls for service and animal intake for each Participating Jurisdiction. Equal weight will be given in the formula to intake and calls for service. The base cost sharing formula shall remain the same. The application of the base and usage cost formula and its calculation shall be submitted with each budget.

E) Change in Cost Sharing Formula Due to Addition or Deletion of Participating Jurisdictions or Subscribers. The cost sharing formula will be modified when Participating Jurisdiction or subscribers to ACA services are added or deleted from ACA agreements. Participating Jurisdictions would continue to share facility operating costs and base costs in equal shares determined by dividing total facility operating and base costs by the number of Participating Jurisdictions.

Usage costs would continue to be shared based on the proportional usage of all Participating Jurisdictions and subscribers. Until 2023 the usage cost formula based on animal intake in subsection D)5) above would apply, in 2023 and thereafter the cost sharing formula based on a combination of animal intake and calls for service in subsection D)2) above would apply. Additional Participating Jurisdictions or subscriber's usage cost share would be determined according to annual data available at the time, which may initially be an estimate, followed by one year of data building over five years to a five-year average.

8. Integration, Modification and Severability. The Participating Jurisdictions agree that except for (a) the Personal Services Agreement with the service contractor; (b) annual budgets as submitted by the Committee including any reassignment of the allocation of costs as provided in Exhibit A; and (c) the *Interlocal Agreement Between the Cities of Pasco, Kennewick and Richland for the Construction of an Animal Control Authority Facility*, this Agreement is the complete expression of the terms hereto and any prior written or verbal representations or understandings not incorporated herein are excluded. This Agreement may be modified, amended, or terminated only upon written agreement upon unanimous approval of the Participating Jurisdictions. In the event any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not

affect any other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application., and such provisions shall be deemed modified to secure such invalidity. To this end, the terms and conditions of this Agreement are declared severable.

9. Operating Jurisdictional Insurance Requirements. The Operating Jurisdiction 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 Operating Jurisdiction, their agents, representatives, employees, or subcontractors. Any waiver by any party hereto with regard to any of its rights hereunder shall be in writing and shall not constitute or act as a waiver to any future rights which such party might have hereunder.

A) Minimum Insurance Requirements. The Operating Jurisdiction shall obtain insurance of the types described below:

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

2) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01. Non-operating jurisdictions shall be named as an insured under the Operating Jurisdiction's Commercial General Liability insurance policy with respect for the work performed for the Cities using ISO Additional Insured endorsement CG 20 10 10 01 or substitute endorsements providing equivalent coverage.

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

B) Minimum Amounts of Insurance. The Operating Jurisdiction 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.

C) Other Insurance Provisions. The insurance policies are to

contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1) The Operating Jurisdiction insurance coverage shall be primary insurance in respect to the non-operating jurisdictions. Any insurance, self-insurance, or insurance pool coverage maintained by the non-operating jurisdictions shall be excess of the Operating Jurisdictions insurance.

2) The Operating Jurisdictions insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D) Acceptability of Insurers. Insurance is to be placed with insurers with a current (at time of placement) A.M. best rating of not less than A: VII.

E) Verification of Coverage. The Operating Jurisdiction shall furnish the Participating Jurisdictions 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 Operating Jurisdiction before commencement of the work.

F) Participation in a Governmental Self-Insured Risk Pool, Washington Cities Insurance Authority (WCIA) shall satisfy all conditions set forth in Section 9 of this Agreement.

10. Operating Jurisdiction Indemnification/Hold Harmless. The Operating Jurisdiction shall defend, indemnify, and hold the other Participating jurisdictions, their officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the non-operating jurisdictions.

11. Service Contractors Insurance Requirements. Any service contractors providing all or a portion of Animal Control Services under the Animal Control Plan shall procure and maintain commercial general liability (CGL) insurance naming the Participating Jurisdictions as additional insured's with coverage limits no less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate for bodily injury and property damage applicable to all activities performed under the terms of this Agreement and/or the Animal Control Plan.

12. Service Contractors Indemnification/Hold Harmless. Any service contractors providing all or a portion of Animal Control Services under the Animal

Control Plan shall defend, indemnify, and hold harmless the Participating Jurisdictions, their officers, officials, employees, and volunteers from and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement and all other Agreements governing the Animal Control Plan, except for injuries and damages caused by the sole negligence of any of the Participating Jurisdictions.

13. Term of Agreement and Termination. This Agreement shall become effective upon acceptance and occupancy of Phase I of the Animal Control Authority Facility, and shall expire on December 31, 2027. This Agreement will automatically renew in five year increments unless any Participating Jurisdiction gives written notice of its intent to withdraw from this Agreement, at least twenty-four (24) months prior to the date of withdrawal. Upon notice of withdrawal by any of the Participating Jurisdictions, the remaining Participating Jurisdictions may elect to continue participation in this Interlocal Cooperative Agreement or to terminate this Agreement. Withdrawal of a Participating Jurisdiction in any calendar year other than as provided above, shall not entitle the withdrawing Participating Jurisdiction to a reduction or refund with respect to the funds budgeted for or otherwise committed for the remaining term up to the effective date of the withdrawal.

14. Facilities Maintenance and Operation. Upon acceptance and occupancy of the Animal Control Authority Facility, the terms of this Agreement shall govern the use, maintenance and operation of the facility. The Facility shall immediately be made available for use by the ACA and all third-party contractors for services to the ACA. Rental of any portions of the Facility not occupied by ACA, or its third-party contractor, may be available for sublet and on such terms as approved by the Committee with the rental proceeds being applied against the cost of maintenance of the facility.

15. Disposition of Property. In the event of termination of the ACA; failure of any party to adopt an Animal Control Plan as provided in this Agreement; or in the event a party gives notice of intent to withdraw, the remaining parties may elect to continue participation in this Agreement, or to terminate this Agreement. On such event, the Parties shall determine a fair market value of the facility by an MAI qualified appraiser selected by a majority vote of the Committee. Such selected appraiser shall provide the appraised value to the Committee of the ACA within sixty (60) days of the Committee's authorization to proceed with withdrawal of a party or termination of the ACA. The remaining parties may continue by purchase of the withdrawing party or parties' interest in the facility. In the event of termination, the facility shall be placed for sale subject to a first right of purchase by Pasco for fair market value exercised by giving written notice within sixty (60) days of the date the property is offered for sale and closed within ninety (90) days thereafter; or the right of first refusal equal to any offer received by a bona fide third-party purchaser exercised by written notice within thirty (30) days of the Committee's acceptance of a bona fide third-party offer, and

closed within ninety (90) days thereafter. In the event the facility is placed for sale and Pasco does not exercise its right of first purchase nor any bona fide third party offers to purchase have been received, the property shall be disposed by mutual agreement of the parties with each party bearing an equal portion of the costs to maintain the property pending disposition.

16. Inspection of Records. The records and documents with respect to all matters covered by this Interlocal Cooperative Agreement shall be subject to inspection, review or audit by any Participating Jurisdiction during any term of this Agreement and for three (3) years after its termination.

17. Filing. As provided by RCW 39.34.040, prior to its entry in force, this Agreement shall be filed with the respective City Clerk, the County Auditors for Benton and Franklin Counties, or alternatively posted on the Participating Jurisdiction's website or other electronically retrievable public source.

18. Amendments. This Agreement may only be amended by written agreement of all the undersigned Participating Jurisdiction.

19. General Provisions.

A) For the purpose of this Agreement, time is of the essence.

B) Dispute Resolution. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the City Managers, or their designees, shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Pasco, Franklin County, Washington.

C) Interlocal Agreement. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement. The City Manager, or his designee, for the City of Pasco shall be designated as the Administrator of this Interlocal Agreement.

D) No Waiver. Any waiver by any party hereto with regard to any of its rights hereunder, shall be in writing and shall not constitute nor act as a waiver for any future rights in which such party may have hereunder.

20. Notices. Written notice shall be directed to the parties as follows:

City of Pasco
Attn: Dave Zabell, City Manager
PO Box 293
Pasco, WA 99301

City of Kennewick
Attn: Marie Mosley, City Manager

Kennewick, WA 99337

City of Richland
Attn: Cindy Reents, City Manager

Richland, WA 99352

IN WITNESS WHEREOF, the undersigned having full authorization on behalf of the parties, have executed this Agreement on the year and date set forth above.

CITY OF PASCO, WASHINGTON

Matt Watkins, Mayor

Attest:

Debbie Clark, City Clerk

Approved as to Form:

Leland B. Kerr, City Attorney

CITY OF KENNEWICK, WASHINGTON

Steve Young, Mayor

Attest:

Terri L. Wright, City Clerk

Approved as to Form:

Lisa Beaton, City Attorney

CITY OF RICHLAND, WASHINGTON

Robert Thompson, Mayor

Attest:

Marcia Hopkins, City Clerk

Approved as to Form:

Heather Kintzley, City Attorney

STATE OF WASHINGTON)
) ss.
County of Franklin)

On this day personally appeared before me Matt Watkins, Mayor of the City of Pasco, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

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

STATE OF WASHINGTON)
 : ss.
County of Benton)

On this day personally appeared before me Steve Young, Mayor of the City of Kennewick, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

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

STATE OF WASHINGTON)
) ss.
County of Benton)

On this day personally appeared before me Robert Thompson, Mayor of the City of Richland, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

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

ACA Operating Agreement			
Exhibit A			
(Note: Contracts for additional services beyond basic services are paid for by the contracting party and included in the budget as such)			
	Distribution Method		
Administrative and Operating Cost Allocation	Base	Usage	
Operating Jurisdiction Compensation			
Administrative Oversight	X		
Contract Administration and Records	X		
Accounting/Billing	X		
Staffing Salary and Benefits			
Administration			
Shelter Director	X		
Administrative Assistant	X		
Animal Control Enforcement Staffing	First 3 FTE	All other FTE	
Animal Intake and Customer Service Staffing	X		
Animal Care and Kennel Care Staffing		X	
Operating Costs			
Staff - Uniforms, communication, training	First 3 FTE	All other FTE	
Animals - Food, medication, hygiene supplies, medical supplies, handling supplies		X	
Office - office supplies, computers, business license	X		
Facility Cleaning		X	
Vehicles -- gas, oil, minor repair	First three	All other	
Programs -- traps, advertising, software		X	
Insurance -- Vehicle, Liability and Facility	X		
Professional Services			
Veternarian		X	
Legal		X	
Answering Service		X	
Cremation Services		X	
Vehicle Repair and Maintenance		X	
Other		X	
Facility Costs			
Utilities, Internet and Garbage	X		
Building and Systems Repair and Maintenance	X		
Grounds Repair and Maintenance	X		

Revenue			
Facility operations revenue	X		
Investment interest	X		
Subscriber fees	X		
Assets			
Cash Balance	X		
Reserves for replacement	X		
Facility	X		
Real Property	X		
Furnishings including modular animal housing	X		
Vehicles	X		
Equipment	X		

ACA Operating Agreement Exhibit B

Example of annual cost sharing for three owner jurisdictions:

1. Base Costs are divided equally.

Example base cost formula and its calculation

Kennewick – one third

Pasco – one third

Richland – one third

If total annual base costs were \$300,000 then each owner would pay one third per year (\$300,000 / 3 = \$100,000).

2. Usage Costs are divided proportionately based on an average of the last five full years of animal intake data.

Example of usage cost formula and its calculation

Kennewick – 39.4%

Pasco – 44.7%

Richland – 15.9%

	2010	2011	2012	2013	2014	5 Year Average	Proportion
Richland	709	587	614	449	341	540	15.9%
Kennewick	1686	1566	1452	1007	967	1335.6	39.4%
Pasco	1728	1711	1683	1351	1093	1513.2	44.7%
Total Intake	4123	3864	3749	2807	2401	3388.8	100.0%

If total annual usage costs were \$600,000 then each participant would pay their proportion of the cost. Participant proportion X total usage costs = participants share of annual cost (39.4% X \$600,000 = \$236,400).

3. Total Cost

Each owner would pay their base costs (one third) plus their usage cost (proportional cost) per year. For example, if base cost was \$100,000 plus \$236,400 in usage costs then total cost would be \$336,400. It should be noted that participating jurisdictions may contract for additional services beyond the scope provided by ACA and would pay for those services in addition to their base and usage costs.

Example of annual cost sharing for three owners in 2022

1. Base costs would continue to be divided based on each owner paying one third.
2. Usage Costs are divided proportionately based on TWO FACTORS an average of the last five full years of animal intake data and an average of the last full five years of calls for service.

Example of usage cost formula and its calculation

Kennewick – 38.0% (Intake 39.4 plus Calls 36.8 divided by 2 = 38%)

Pasco – 43.3% (Intake 44.7 plus Calls 41.8 divided by 2 = 43.3%)

Richland – 18.7% (Intake 15.9 plus Calls 21.4 divided by 2 = 18.7%)

INTAKE	2017	2018	2019	2020	2021	5 Year Average	Proportion
Richland	709	587	614	449	341	540	15.9%
Kennewick	1686	1566	1452	1007	967	1335.6	39.4%
Pasco	1728	1711	1683	1351	1093	1513.2	44.7%
Total Intake	4123	3864	3749	2807	2401	3388.8	100.0%

CALLS	2017	2018	2019	2020	2021	5 Year Average	Proportion
Kennewick	1505	1620	1548	1591	1661	1585	36.8%
Pasco	1755	1642	1806	1856	1938	1800	41.8%
Richland	877	752	959	985.7	1029	921	21.4%
Total Calls	4144	4029	4300	4420	4615	4302	100.0%

If total annual usage costs were \$600,000 then each participant would pay their proportion of the cost. Participant proportion X total usage costs = participants share of annual cost (38% X \$600,000 = \$228,000).

3. Total Cost

Each owner would pay their base costs (one third) plus their usage cost (proportional cost) per year. For example if base cost was \$100,000 plus \$228,000 in usage costs then total cost would be \$328,000. It should be noted that participating jurisdictions may contract for additional services beyond the scope provided by ACA and would pay for those services in addition to their base and usage costs.

Example of annual cost sharing for three owner jurisdictions and two subscribers

1. Base Costs are divided equally among owners.

Example base cost formula and its calculation

Kennewick – one third

Pasco – one third

Richland – one third

If total annual base costs were \$300,000 then each owner would pay one third per year (\$300,000 / 3 = \$100,000).

2. Usage Costs are divided proportionately among participants based on an average of the last five full years of animal intake data.

Example of usage cost formula and its calculation

Kennewick – 34%

Pasco – 38.5%

Richland – 13.8%

Subscriber A – 3.1%

Subscriber B – 10.6%

INTAKE	2010	2011	2012	2013	2014	5 Year Average	Proportion
Richland	709	587	614	449	341	540	13.8%
Kennewick	1686	1566	1452	1007	967	1335.6	34.0%
Pasco	1728	1711	1683	1351	1093	1513.2	38.5%
Subscriber A	100	125	130	120	135	122	3.1%
Subscriber B	450	425	390	400	410	415	10.6%
Total Intake	4673	4414	4269	3327	2946	3925.8	100.0%

If total annual usage costs were \$600,000 then each participant would pay their proportion of the cost. Participant proportion X total usage costs = participants share of annual cost (34% X \$600,000 = \$204,000).

3. Total Cost

Each owner would pay their base costs (one third) plus their usage cost (proportional cost) per year. For example, if base cost was \$100,000 plus \$204,000 in usage costs then total cost would be \$336,400.

Each participant would pay only their usage cost share. For example, base cost would be zero plus 10.6% of \$600,000 = \$63,600.

It should be noted that participating jurisdictions may contract for additional services beyond the scope provided by ACA and would pay for those services in addition to their base and usage costs.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 227-16, Accepting a Request for Annexation of 11.7 Acres Located South of Columbia Park Trail and East of Jericho Road

Department:

Community & Development Services

Ordinance/Resolution Number:

227-16

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 227-16 accepting the proposed annexation of 11.7 acres located south of Columbia Park Trail.

Summary:

State law requires that the proponents of an annexation meet with the City Council to determine if an annexation proposal is acceptable to the City or not. Council is now facing this question for a proposed annexation of a 11.7 acres located south of Columbia Park Trail and adjacent to the eastern terminus of Jericho Road. This area is part of an unincorporated island.

The meeting with the annexation proponents is on the Council agenda as a presentation and fulfills the requirements of RCW 35.13.125. The draft resolution would accept the proposed annexation and allow the annexation process to move forward. Following review by the County Boundary Review Board, determination of appropriate zoning by the Planning Commission and submittal of a formal annexation petition, the Council will have additional opportunity to consider the annexation through a public hearing and through the consideration of an ordinance annexing the subject property.

Fiscal Impact:

Annexation will result in additional tax revenues being paid to the City. It will also create additional costs as the City will be responsible for providing its services to the annexing properties. A fiscal analysis will be prepared for Council consideration at a later stage in the annexation proceedings.

Attachments:

1. Resolution No. 227-16
2. Vicinity Map

RESOLUTION NO. 227-16

A RESOLUTION of the City of Richland, accepting a request for annexation of approximately 11.7 acres located south of Columbia Park Trail and adjacent to the easterly terminus of Jericho Road in the North ½ of Section 22, Township 9 North, Range 28 East W.M., Benton County, Washington.

WHEREAS, the City has received a written request for the annexation of property owned by Randy and Abbey Aust; and

WHEREAS, on November 15, 2016, the City Council was presented with the request for annexation and adopted Resolution No. 216-16, establishing December 6, 2016, as the date for the Council to meet with the proponents of the annexation; and

WHEREAS, City Council met with the annexation proponents on December 6, 2016, and has reviewed the proposed annexation, as required by RCW 35.13.125.

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

Section 1. The City of Richland hereby accepts the request for annexation subject to the following conditions:

1. That the annexation be accepted as proposed.
2. That simultaneous adoption of the City's Comprehensive Plan for the proposed annexation is required.
3. That the City requires the assumption of an appropriate share of all existing City indebtedness by the area to be annexed.

Section 2. Staff is hereby authorized and directed to submit an application to the Benton County Boundary Review Board.

Section 3. The Richland Planning Commission is hereby directed to review the proposal and forward a recommendation to City Council as to the most appropriate zoning designation(s) for the area proposed for annexation.

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

PASSED by the City Council of the City of Richland at a regular meeting on the 6th day of December, 2016.

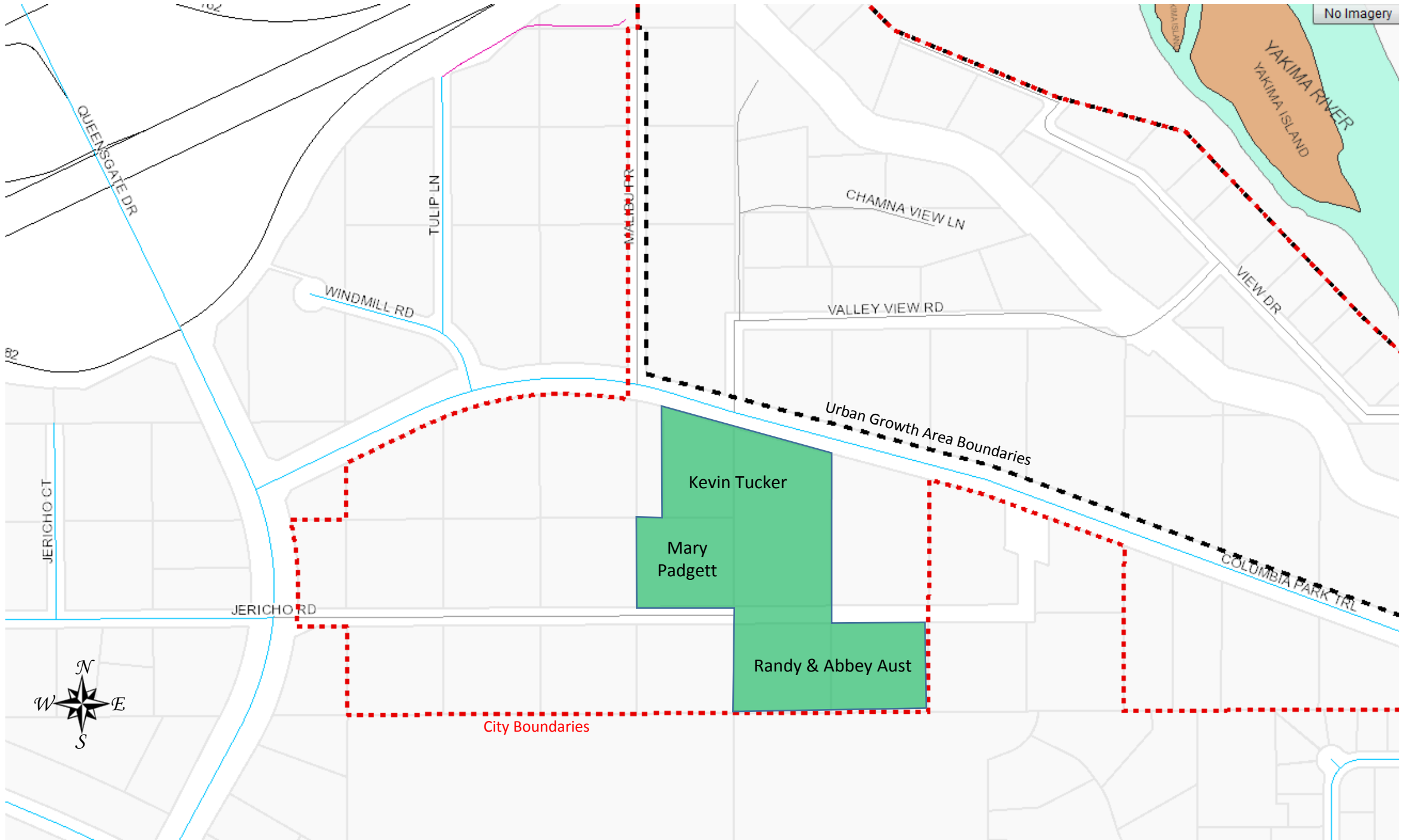
ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 228-16, Awarding Bid to M&L Construction, Inc. for 2016-2017 Horizontal-Directional Boring and Drilling Projects

Department:

Energy Services

Ordinance/Resolution Number:

228-16

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 228-16, authorizing the City Manager to sign and execute an agreement with M & L Construction, Inc. in the amount of \$695,311.50 for the 2016-2017 Horizontal-Directional Boring and Drilling Projects.

Summary:

The 2016-2017 Horizontal-Directional Boring/Drilling Projects will be used to install conduit infrastructure on eight different planned capital improvement projects. Conduit will be installed to facilitate the installation of new cable to improve system reliability. The currently aging cable is direct buried, has met or exceeded its life expectancy, and is in need of replacement. The conduit installation will be bored/drilled rather than installed using traditional trenching for two reasons. First, the infrastructure being replaced is primarily in back lots; therefore, the boring/drilling will minimize the impact to surrounding structures and personal property. Second, it will minimize the disturbance and outage time at any given location.

The City received five bids on November 8, 2016, with a low bid of \$695,311.50 from M&L Construction, Inc. of Spokane, Washington. The other four bids ranged from \$784,629.57 to \$1,154,434.29. The engineer's estimate for the project was \$912,109.68 and was based upon past boring bids in similar installation areas.

Construction will begin in January and be completed by the end of 2017. These projects will complete the conduit portion of the eight planned capital improvement projects which are budgeted for 2016-2017. No additional funds are necessary.

Fiscal Impact:

This project is fully funded in the approved 2016 and 2017 Capital Improvement Plans and Electric Fund budgets.

Attachments:

1. Draft Resolution No. 228-16
2. Bid Tab - ITB 16-0120

RESOLUTION NO. 228-16

A RESOLUTION of the City of Richland authorizing award of bid and execution of a contract to M&L Construction, Inc. for horizontal-directional boring and drilling services.

WHEREAS, the City of Richland operates and maintains an electric utility (RES) primarily consisting of distribution equipment and infrastructure that delivers power to customers served by RES; and

WHEREAS, some infrastructure has met or exceeded its life expectancy and is in need of replacement to improve system reliability; and

WHEREAS, using horizontal-directional boring and drilling to replace the aged infrastructure will minimize impact to surrounding structures and personal property and reduce system outage time; and

WHEREAS, the City's 2016–2031 Capital Improvement Plan includes various projects related to renewal and replacement; and

WHEREAS, M&L Construction, Inc. provided the lowest responsive, responsible bid through a competitive sealed bid process to provide horizontal-directional boring and drilling services.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Richland authorizes the award of bid to M&L Construction, Inc. for directional boring and drilling services.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute the directional boring and drilling contract with M&L Construction, Inc. in the amount of \$695,311.50.

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 6th day of December, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



City of Richland

DATE BIDS OPENED:	Nov. 8, 2016	SB No. 16-0120	DATE BIDS OPENED:
**PROJECT NAME **	2016-2017 Horizontal-Directional Boring/Drilling		**PROJECT NAME **

				ENGINEER'S ESTIMATE		M&L Construction, Inc. SPOKANE, WA		Paramount Communications RICHLAND, WA		Henkels & McCoy, Inc. RICHLAND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Schedule A - Task Order 1: DOT Snyder Substation											
1	Mobilization per Task Order	1	EA	\$5,000.00	5,000.00	1,000.00	1,000.00	4,875.00	4,875.00	5,000.00	5,000.00
2	Boring/Drilling and 6" conduit installation	600	LF	55.00	33,000.00	52.00	31,200.00	49.00	29,400.00	68.00	40,800.00
3	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault	5	EA	1,200.00	6,000.00	500.00	2,500.00	1,000.00	5,000.00	2,625.00	13,125.00
Schedule A - Task Order 1: DOT Snyder Substation 8.6%		SUBTOTAL SALES TAX		\$44,000.00 3,784.00		\$34,700.00 2,984.20		\$39,275.00 3,377.65		\$58,925.00 5,067.55	
Schedule A - Task Order 1: DOT Snyder Substation		TOTAL		\$47,784.00		\$37,684.20		\$42,652.65		\$63,992.55	
Schedule B - Task Order 2: Logston Blvd.											
1	Mobilization per Task Order	1	EA	\$5,000.00	5,000.00	1,000.00	1,000.00	4,875.00	4,875.00	5,000.00	5,000.00
2	Boring/Drilling and 3" conduit installation	400	LF	44.00	17,600.00	30.00	12,000.00	33.00	13,200.00	21.00	8,400.00
3	Boring/Drilling and 6" conduit installation	1,300	LF	55.00	71,500.00	45.00	58,500.00	49.00	63,700.00	69.00	89,700.00
4	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault	8	EA	1,200.00	9,600.00	1,000.00	8,000.00	1,000.00	8,000.00	2,625.00	21,000.00
Schedule B - Task Order 2: Logston Blvd. 8.6%		SUBTOTAL SALES TAX		\$103,700.00 8,918.20		\$79,500.00 6,837.00		\$89,775.00 7,720.65		\$124,100.00 10,672.60	
Schedule B - Task Order 2: Logston Blvd.		TOTAL		\$112,618.20		\$86,337.00		\$97,495.65		\$134,772.60	
Schedule C - Task Order 3: Leslie Rd. Feeder											
1	Mobilization per Task Order	1	EA	\$5,000.00	5,000.00	1,000.00	1,000.00	4,875.00	4,875.00	5,000.00	5,000.00
2	Boring/Drilling and 6" conduit installation	3,000	LF	55.00	165,000.00	45.00	135,000.00	67.00	201,000.00	68.00	204,000.00
3	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault	15	EA	1,200.00	18,000.00	1,000.00	15,000.00	700.00	10,500.00	2,625.00	39,375.00
Schedule C - Task Order 3: Leslie Rd. Feeder 8.6%		SUBTOTAL SALES TAX		\$188,000.00 16,168.00		\$151,000.00 12,986.00		\$216,375.00 18,608.25		\$248,375.00 21,360.25	
Schedule C - Task Order 3: Leslie Rd. Feeder		TOTAL		\$204,168.00		\$163,986.00		\$234,983.25		\$269,735.25	
Schedule D - Task Order 4: Northpoint Apts.											
1	Mobilization per Task Order	1	EA	\$5,000.00	5,000.00	1,000.00	1,000.00	4,875.00	4,875.00	5,000.00	5,000.00
2	Boring/Drilling and 3" conduit installation	1,150	LF	44.00	50,600.00	30.00	34,500.00	35.00	40,250.00	24.00	27,600.00
3	Boring/Drilling and (2) Parallel 3" conduit installation	375	LF	52.00	19,500.00	45.00	16,875.00	48.00	18,000.00	36.00	13,500.00
4	Boring/Drilling and 4" conduit installation	60	LF	52.00	3,120.00	60.00	3,600.00	46.00	2,760.00	32.00	1,920.00
5	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault	20	EA	1,200.00	24,000.00	1,000.00	20,000.00	500.00	10,000.00	2,625.00	52,500.00
Schedule D - Task Order 4: Northpoint Apts. 8.6%		SUBTOTAL SALES TAX		\$102,220.00 8,790.92		\$75,975.00 6,533.85		\$75,885.00 6,526.11		\$100,520.00 8,644.72	
Schedule D - Task Order 4: Northpoint Apts.		TOTAL		\$111,010.92		\$82,508.85		\$82,411.11		\$109,164.72	
Schedule E - Task Order 5: Tri-City Estates											
1	Mobilization per Task Order	1	EA	\$5,000.00	5,000.00	1,000.00	1,000.00	4,875.00	4,875.00	5,000.00	5,000.00
2	Boring/Drilling and 6" conduit installation	1,560	LF	55.00	85,800.00	70.00	109,200.00	49.00	76,440.00	64.00	99,840.00
3	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault	5	EA	1,200.00	6,000.00	1,100.00	5,500.00	1,000.00	5,000.00	2,625.00	13,125.00
Schedule E - Task Order 5: Tri-City Estates 8.6%		SUBTOTAL SALES TAX		\$96,800.00 8,324.80		\$115,700.00 9,950.20		\$86,315.00 7,423.09		\$117,965.00 10,144.99	
Schedule E - Task Order 5: Tri-City Estates		TOTAL		\$105,124.80		\$125,650.20		\$93,738.09		\$128,109.99	



				ENGINEER'S ESTIMATE		M&L Construction, Inc. SPOKANE, WA		Paramount Communications RICHLAND, WA		Henkels & McCoy, Inc. RICHLAND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Schedule F - Task Order 6: Timbers Apts.											
1	Mobilization per Task Order	1	EA	\$5,000.00	5,000.00	1,000.00	1,000.00	4,875.00	4,875.00	5,000.00	5,000.00
2	Boring/Drilling and 3" conduit installation	2,800	LF	44.00	123,200.00	25.00	70,000.00	30.00	84,000.00	24.00	67,200.00
3	Boring/Drilling and (2) Parallel 3" conduit installation	275	LF	52.00	14,300.00	30.00	8,250.00	48.00	13,200.00	36.00	9,900.00
4	Boring/Drilling and 4" conduit installation	250	LF	52.00	13,000.00	30.00	7,500.00	40.00	10,000.00	32.00	8,000.00
5	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault	33	EA	1,200.00	39,600.00	1,000.00	33,000.00	500.00	16,500.00	2,625.00	86,625.00
Schedule F - Task Order 6: Timbers Apts.				SUBTOTAL		\$195,100.00		\$119,750.00		\$128,575.00	
8.6%				SALES TAX		16,778.60		10,298.50		11,057.45	
Schedule F - Task Order 6: Timbers Apts.				TOTAL		\$211,878.60		\$130,048.50		\$139,632.45	
Schedule G-Task Order 7: Richland Colonial Apts.											
1	Mobilization per Task Order	1	EA	\$5,000.00	5,000.00	1,000.00	1,000.00	4,875.00	4,875.00	5,000.00	5,000.00
2	Boring/Drilling and 3" conduit installation	465	LF	44.00	20,460.00	25.00	11,625.00	33.00	15,345.00	24.00	11,160.00
3	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault	5	EA	1,200.00	6,000.00	1,000.00	5,000.00	1,000.00	5,000.00	2,625.00	13,125.00
Schedule G-Task Order 7: Richland Colonial Apts.				SUBTOTAL		\$31,460.00		\$17,625.00		\$25,220.00	
8.6%				SALES TAX		2,705.56		1,515.75		2,168.92	
Schedule G-Task Order 7: Richland Colonial Apts.				TOTAL		\$34,165.56		\$19,140.75		\$27,388.92	
Schedule H-Task Order 8: Washington Park #2											
1	Mobilization per Task Order	1	EA	\$5,000.00	5,000.00	1,000.00	1,000.00	4,875.00	4,875.00	5,000.00	5,000.00
2	Boring/Drilling and 3" conduit installation	1,400	LF	44.00	61,600.00	25.00	35,000.00	33.00	46,200.00	24.00	33,600.00
3	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault	10	EA	1,200.00	12,000.00	1,000.00	10,000.00	1,000.00	10,000.00	2,625.00	26,250.00
Schedule H-Task Order 8: Washington Park #2				SUBTOTAL		\$78,600.00		\$46,000.00		\$61,075.00	
8.6%				SALES TAX		6,759.60		3,956.00		5,252.45	
Schedule H-Task Order 8: Washington Park #2				TOTAL		\$85,359.60		\$49,956.00		\$66,327.45	
Schedule A - Task Order 1: DOT Snyder Substation						47,784.00		37,684.20		42,652.65	
Schedule B - Task Order 2: Logston Blvd.						112,618.20		86,337.00		97,495.65	
Schedule C - Task Order 3: Leslie Rd. Feeder						204,168.00		163,986.00		234,983.25	
Schedule D - Task Order 4: Northpoint Apts.						111,010.92		82,508.85		82,411.11	
Schedule E - Task Order 5: Tri-City Estates						105,124.80		125,650.20		93,738.09	
Schedule F - Task Order 6: Timbers Apts.						211,878.60		130,048.50		139,632.45	
Schedule G-Task Order 7: Richland Colonial Apts.						\$34,165.56		19,140.75		27,388.92	
Schedule H-Task Order 8: Washington Park #2						\$85,359.60		49,956.00		66,327.45	
GRAND TOTAL						912,109.68		695,311.50		784,629.57	



City of Richland

Nov. 8, 2016	SB No. 16-0120
2016-2017 Horizontal-Directional Boring/Drilling	

Robinson Bros. Const., Inc. Vancouver, WA	Saunders Cable, Inc. Cheney, WA
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Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
Schedule A - Task Order 1: DOT Snyder Substation							
1	Mobilization per Task Order	1	EA	846.57	846.57	2,700.00	2,700.00
2	Boring/Drilling and 6" conduit installation	600	LF	40.11	24,066.00	62.00	37,200.00
3	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault	5	EA	2,765.27	13,826.35	2,600.00	13,000.00
Schedule A - Task Order 1: DOT Snyder Substation				SUBTOTAL	\$38,738.92		\$52,900.00
8.6%				SALES TAX	3,331.55		4,549.40
Schedule A - Task Order 1: DOT Snyder Substation				TOTAL	\$42,070.47		\$57,449.40
Schedule B - Task Order 2: Logston Blvd.							
1	Mobilization per Task Order	1	EA	846.57	846.57	2,700.00	2,700.00
2	Boring/Drilling and 3" conduit installation	400	LF	39.80	15,920.00	45.00	18,000.00
3	Boring/Drilling and 6" conduit installation	1,300	LF	51.08	66,404.00	56.00	72,800.00
4	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault	8	EA	2,765.27	22,122.16	2,700.00	21,600.00
Schedule B - Task Order 2: Logston Blvd.				SUBTOTAL	\$105,292.73		\$115,100.00
8.6%				SALES TAX	9,055.17		9,898.60
Schedule B - Task Order 2: Logston Blvd.				TOTAL	\$114,347.90		\$124,998.60
Schedule C - Task Order 3: Leslie Rd. Feeder							
1	Mobilization per Task Order	1	EA	846.57	846.57	2,700.00	2,700.00
2	Boring/Drilling and 6" conduit installation	3,000	LF	46.00	138,000.00	65.00	195,000.00
3	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault	15	EA	2,765.27	41,479.05	1,900.00	28,500.00
Schedule C - Task Order 3: Leslie Rd. Feeder				SUBTOTAL	\$180,325.62		\$226,200.00
8.6%				SALES TAX	15,508.00		19,453.20
Schedule C - Task Order 3: Leslie Rd. Feeder				TOTAL	\$195,833.62		\$245,653.20
Schedule D - Task Order 4: Northpoint Apts.							
1	Mobilization per Task Order	1	EA	846.57	846.57	2,700.00	2,700.00
2	Boring/Drilling and 3" conduit installation	1,150	LF	40.12	46,138.00	62.00	71,300.00
3	Boring/Drilling and (2) Parallel 3" conduit installation	375	LF	51.71	19,391.25	62.00	23,250.00
4	Boring/Drilling and 4" conduit installation	60	LF	47.07	2,824.20	45.00	2,700.00
5	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault	20	EA	2,765.27	55,305.40	2,900.00	58,000.00
Schedule D - Task Order 4: Northpoint Apts.				SUBTOTAL	\$124,505.42		\$157,950.00
8.6%				SALES TAX	10,707.47		13,583.70
Schedule D - Task Order 4: Northpoint Apts.				TOTAL	\$135,212.89		\$171,533.70
Schedule E - Task Order 5: Tri-City Estates							
1	Mobilization per Task Order	1	EA	846.57	846.57	2,700.00	2,700.00
2	Boring/Drilling and 6" conduit installation	1,560	LF	56.16	87,609.60	82.00	127,920.00
3	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault	5	EA	3,442.53	17,212.65	2,800.00	14,000.00
Schedule E - Task Order 5: Tri-City Estates				SUBTOTAL	\$105,668.82		\$144,620.00
8.6%				SALES TAX	9,087.52		12,437.32
Schedule E - Task Order 5: Tri-City Estates				TOTAL	\$114,756.34		\$157,057.32



				Robinson Bros. Const., Inc. Vancouver, WA		Saunders Cable, Inc. Cheney, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
Schedule F - Task Order 6: Timbers Apts.							
1	Mobilization per Task Order	1	EA	846.57	846.57	2,700.00	2,700.00
2	Boring/Drilling and 3" conduit installation	2,800	LF	39.80	111,440.00	49.00	137,200.00
3	Boring/Drilling and (2) Parallel 3" conduit installation	275	LF	46.63	12,823.25	49.00	13,475.00
4	Boring/Drilling and 4" conduit installation	250	LF	50.46	12,615.00	45.00	11,250.00
5	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault	33	EA	2,765.27	91,253.91	2,400.00	79,200.00
Schedule F - Task Order 6: Timbers Apts.				SUBTOTAL		\$228,978.73	
8.6%				SALES TAX		19,692.17	
Schedule F - Task Order 6: Timbers Apts.				TOTAL		\$248,670.90	
						\$243,825.00	
						20,968.95	
						\$264,793.95	
Schedule G-Task Order 7: Richland Colonial Apts.							
1	Mobilization per Task Order	1	EA	846.57	846.57	2,700.00	2,700.00
2	Boring/Drilling and 3" conduit installation	465	LF	52.02	24,189.30	28.00	13,020.00
3	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault	5	EA	2,765.27	13,826.35	2,800.00	14,000.00
Schedule G-Task Order 7: Richland Colonial Apts.				SUBTOTAL		\$38,862.22	
8.6%				SALES TAX		3,342.15	
Schedule G-Task Order 7: Richland Colonial Apts.				TOTAL		\$42,204.37	
						\$29,720.00	
						2,555.92	
						\$32,275.92	
Schedule H-Task Order 8: Washington Park #2							
1	Mobilization per Task Order	1	EA	846.57	846.57	2,700.00	2,700.00
2	Boring/Drilling and 3" conduit installation	1,400	LF	48.89	68,446.00	45.00	63,000.00
3	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault	10	EA	2,765.27	27,652.70	2,700.00	27,000.00
Schedule H-Task Order 8: Washington Park #2				SUBTOTAL		\$96,945.27	
8.6%				SALES TAX		8,337.29	
Schedule H-Task Order 8: Washington Park #2				TOTAL		\$105,282.56	
						\$92,700.00	
						7,972.20	
						\$100,672.20	
Schedule A - Task Order 1: DOT Snyder Substation				42,070.47		57,449.40	
Schedule B - Task Order 2: Logston Blvd.				114,347.90		124,998.60	
Schedule C - Task Order 3: Leslie Rd. Feeder				195,833.62		245,653.20	
Schedule D - Task Order 4: Northpoint Apts.				135,212.89		171,533.70	
Schedule E - Task Order 5: Tri-City Estates				114,756.34		157,057.32	
Schedule F - Task Order 6: Timbers Apts.				248,670.90		264,793.95	
Schedule G-Task Order 7: Richland Colonial Apts.				42,204.37		32,275.92	
Schedule H-Task Order 8: Washington Park #2				105,282.56		100,672.20	
GRAND TOTAL				998,379.05		1,154,434.29	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 229-16, Approving Amendments to Exhibit A of the Compensation Plan for Unaffiliated Employees - 2015 and Continuing

Department:

Administrative Services

Ordinance/Resolution Number:

229-16

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 229-16 approving Exhibit A of the Compensation Plan for Unaffiliated Employees - 2015 and Continuing

Summary:

The Compensation Plan for Unaffiliated Employees is reviewed on an annual basis to ensure competitive salary ranges are maintained to attract and retain qualified employees.

The proposed Resolution No. 229-16 has been prepared for Council's adoption. The resolution incorporates the recommended amendments to the 2017 Exhibit A of the Compensation Plan for Unaffiliated Employees - 2015 and Continuing, effective December 26, 2106, the beginning of the 2017 payroll year. These amendments include a pay range increase of 1.5%, classification title changes, and other administrative changes that are warranted based on external market, internal conditions and business need. Adjustments were made due to Washington State minimum wage changes effective January 1, 2017. Employees' base pay does not automatically increase when the salary ranges increase, except to bring employees to the minimum of the new salary range.

Staff recommends approval.

Fiscal Impact:

Yes The proposed 1.5% salary range increase is included in the approved 2017 budget.

Attachments:

1. 2017 Exhibit A - Unaffiliated Compensation Plan
2. Proposed Resolution No. 229-16

City of Richland

Classification, Pay Grades and Salaries for Unaffiliated Employees

(Alphabetical)

Effective December 26, 2016

Classification Title	Classification		Non-Match		2017			
	Status	EEO-4 Group Status	FLSA Status	Def. Comp	Pay Grade	Minimum	Midpoint	Maximum
Accountant	Classified	Professionals	Professional	1%	7510	\$29.56	\$36.95	\$44.34
Accounting Clerk I	Classified	Admin Support Workers	Non-Exempt		7503	\$15.18	\$18.98	\$22.78
Accounting Clerk II	Classified	Admin Support Workers	Non-Exempt		7504	\$16.68	\$20.85	\$25.02
Accounting Specialist	Classified	Admin Support Workers	Non-Exempt		7505	\$18.32	\$22.90	\$27.48
Administrative Assistant	Classified	Admin Support Workers	Admin.	1%	7508	\$24.42	\$30.53	\$36.64
Administrative Operations Coordinator	Classified	Admin Support Workers	Executive	1%	7508	\$24.42	\$30.53	\$36.64
Administrative Services Director	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%	7620	\$45.93	\$57.41	\$68.89
Administrative Specialist	Classified	Admin Support Workers	Non-Exempt		7507	\$22.22	\$27.78	\$33.34
Assistant City Manager	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%	7610	\$42.50	\$53.13	\$63.75
BCEM Emergency Planner	Classified	Professionals	Non-Exempt		7507	\$22.22	\$27.78	\$33.34
BCES Communications Manager	Unclassified	First/Mid Offs & Mgrs.	Executive	3%	7512	\$35.76	\$44.70	\$53.64
BCES Communications Supervisor	Classified	First/Mid Offs & Mgrs.	Executive	1%	7509	\$26.89	\$33.62	\$40.34
BCES Emergency Management Manager	Unclassified	First/Mid Offs & Mgrs.	Executive	3%	7511	\$32.53	\$40.66	\$48.79
BCES Information Systems Manager	Unclassified	First/Mid Offs & Mgrs.	Executive	3%	7513	\$39.36	\$49.20	\$59.04
BCES Technical Systems Coordinator	Classified	Technicians	Non-Exempt		7509	\$26.89	\$33.62	\$40.34
Block Grant Coordinator	Classified	Professionals	Admin.	1%	7509	\$26.89	\$33.62	\$40.34
Building Inspector	Classified	Professionals	Non-Exempt		7508	\$24.42	\$30.53	\$36.64
Building Official	Classified	Professionals	Executive	1%	7511	\$32.53	\$40.66	\$48.79
Building Permit Expediter	Classified	Admin Support Workers	Non-Exempt		7506	\$20.18	\$25.22	\$30.27
Business Services Assistant	Classified	Professionals	Professional	1%	7508	\$24.42	\$30.53	\$36.64
Business Services Manager	Unclassified	First/Mid Offs & Mgrs.	Executive	3%	7513	\$39.36	\$49.20	\$59.04
Buyer I	Classified	Professionals	Non-Exempt		7505	\$18.32	\$22.90	\$27.48
Buyer II	Classified	Professionals	Non-Exempt		7507	\$22.22	\$27.78	\$33.34
Cable Communications Coordinator	Classified	Technicians	Non-Exempt		7508	\$24.42	\$30.53	\$36.64
Cable Production Assistant	Classified	Technicians	Non-Exempt		7505	\$18.32	\$22.90	\$27.48
Chief Electrical Engineer	Unclassified	First/Mid Offs & Mgrs.	Executive	3%	7515	\$47.64	\$59.55	\$71.46
City Attorney	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%	7515	\$47.64	\$59.55	\$71.46
City Clerk	Classified	Professionals	Executive	1%	7510	\$29.56	\$36.95	\$44.34
City Manager	Unclassified	Exec/Senior Offs & Mgrs.	Executive	By Contract	7650	\$57.86	\$72.33	\$86.79
City Surveyor	Classified	Professionals	Executive	1%	7510	\$29.56	\$36.95	\$44.34
Civil Engineer I	Classified	Professionals	Non-Exempt		7509	\$26.89	\$33.62	\$40.34
Civil Engineer II	Classified	Professionals	Professional	1%	7511	\$32.53	\$40.66	\$48.79

City of Richland

Classification, Pay Grades and Salaries for Unaffiliated Employees

(Alphabetical)

Effective December 26, 2016

Classification Title	Classification			Non-Match			2017		
	Status	EEO-4 Group Status	FLSA	Status	Def. Comp	Pay Grade	Minimum	Midpoint	Maximum
Clerical Assistant	Classified	Admin Support Workers	Non-Exempt			7502	\$13.80	\$17.24	\$20.69
Code Enforcement Officer	Classified	Service Worker	Non-Exempt			7507	\$22.22	\$27.78	\$33.34
Communications & Marketing Manager	Unclassified	First/Mid Offs & Mgrs.	Executive	3%		7511	\$32.53	\$40.66	\$48.79
Communications & Marketing Specialist	Classified	Professionals	Non-Exempt			7508	\$24.42	\$30.53	\$36.64
Community Development Director	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%		7620	\$45.93	\$57.41	\$68.89
Crime Analyst	Classified	Technicians	Non-Exempt			7508	\$24.42	\$30.53	\$36.64
Crime Prevention Specialist	Classified	Professionals	Non-Exempt			7508	\$24.42	\$30.53	\$36.64
Customer Service Representative	Classified	Admin Support Workers	Non-Exempt			7505	\$18.32	\$22.90	\$27.48
Customer Service Supervisor	Classified	Admin Support Workers	Executive	1%		7511	\$32.53	\$40.66	\$48.79
Deputy City Clerk	Classified	Admin Support Workers	Non-Exempt			7507	\$22.22	\$27.78	\$33.34
Development Services Manager	Unclassified	First/Mid Offs & Mgrs.	Executive	3%		7512	\$35.76	\$44.70	\$53.64
Economic Development Manager	Unclassified	First/Mid Offs & Mgrs.	Executive	3%		7513	\$39.36	\$49.20	\$59.04
Electrical Distribution Engineer I	Classified	Professionals	Professional	1%		7511	\$32.53	\$40.66	\$48.79
Electrical Distribution Engineer II	Classified	Professionals	Professional	1%		7513	\$39.36	\$49.20	\$59.04
Electrical Engineering Specialist	Classified	Technicians	Non-Exempt			7508	\$24.42	\$30.53	\$36.64
Electrical Systems Supervisor	Classified	First/Mid Offs & Mgrs.	Executive	1%		7512	\$35.76	\$44.70	\$53.64
Energy Engineer I	Classified	Professionals	Non-Exempt			7508	\$24.42	\$30.53	\$36.64
Energy Engineer II	Classified	Professionals	Professional	1%		7509	\$26.89	\$33.62	\$40.34
Energy Policy Specialist	Classified	Professionals	Professional	1%		7511	\$32.53	\$40.66	\$48.79
Energy Projects Supervisor	Classified	First/Mid Offs & Mgrs.	Executive	1%		7512	\$35.76	\$44.70	\$53.64
Energy Services Director	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%		7640	\$53.58	\$66.98	\$80.38
Energy Services Project Manager	Classified	Professionals	Professional	1%		7512	\$35.76	\$44.70	\$53.64
Energy Specialist	Classified	Professionals	Admin.	1%		7509	\$26.89	\$33.62	\$40.34
Engineering & Operations Manager	Classified	First/Mid Offs & Mgrs.	Executive	3%		7515	\$47.64	\$59.55	\$71.46
Engineering Aide	Classified	Technicians	Non-Exempt			7503	\$15.18	\$18.98	\$22.78
Engineering Technician I	Classified	Technicians	Non-exempt			7505	\$18.32	\$22.90	\$27.48
Engineering Technician II	Classified	Technicians	Non-Exempt			7507	\$22.22	\$27.78	\$33.34
Engineering Technician III	Classified	Technicians	Non-Exempt			7509	\$26.89	\$33.62	\$40.34
Engineering Technician IV	Classified	Technicians	Professional	1%		7510	\$29.56	\$36.95	\$44.34
Equipment Maintenance Supervisor	Classified	First/Mid Offs & Mgrs.	Executive	1%		7510	\$29.56	\$36.95	\$44.34
Evidence Technician	Classified	Technicians	Non-Exempt			7506	\$20.18	\$25.22	\$30.27
Executive Assistant	Classified	Admin Support Workers	Non-Exempt			7506	\$20.18	\$25.22	\$30.27

2017 Exhibit A - Article XIV, Section 14.01, Page 29

City of Richland

Classification, Pay Grades and Salaries for Unaffiliated Employees

(Alphabetical)

Effective December 26, 2016

Classification Title	Classification			Non-Match			2017		
	Status	EEO-4 Group Status	FLSA	Status	Def. Comp	Pay Grade	Minimum	Midpoint	Maximum
Finance Director	Unclassified	Exec/Senior Offs & Mgrs.	Executive		4%	7610	\$42.50	\$53.13	\$63.75
Fire & Emergency Services Director	Unclassified	Exec/Senior Offs & Mgrs.	Executive		4%	7620	\$45.93	\$57.41	\$68.89
Fire Administrative Coordinator	Classified	Admin Support Workers	Executive		1%	7508	\$24.42	\$30.53	\$36.64
GIS/CADD Technician	Classified	Technicians	Non-Exempt			7508	\$24.42	\$30.53	\$36.64
Hanford Project Manager	Unclassified	First/Mid Offs & Mgrs.	Admin.		3%	7513	\$39.36	\$49.20	\$59.04
Housing Resources Specialist	Classified	Professionals	Non-Exempt			7508	\$24.42	\$30.53	\$36.64
Human Resources Assistant	Classified	Admin Support Workers	Non-Exempt			7505	\$18.32	\$22.90	\$27.48
Human Resources Director	Unclassified	Exec/Senior Offs & Mgrs.	Executive		4%	7610	\$42.50	\$53.13	\$63.75
Human Resources Generalist	Classified	Professionals	Professional		1%	7510	\$29.56	\$36.95	\$44.34
Human Resources Specialist	Classified	Professionals	Non-Exempt			7508	\$24.42	\$30.53	\$36.64
Information Technology Manager	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7514	\$43.28	\$54.10	\$64.92
IT Applications Developer/Integrator	Classified	Professionals	Professional		1%	7511	\$32.53	\$40.66	\$48.79
IT Applications Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7513	\$39.36	\$49.20	\$59.04
IT Business Analyst	Classified	Professionals	Professional		1%	7511	\$32.53	\$40.66	\$48.79
IT Customer Service Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7512	\$35.76	\$44.70	\$53.64
IT Customer Service Technician I	Classified	Technicians	Non-Exempt			7509	\$26.89	\$33.62	\$40.34
IT Customer Service Technician II	Classified	Technicians	Non-Exempt			7510	\$29.56	\$36.95	\$44.34
IT Network Administrator	Classified	Professionals	Professional		1%	7511	\$32.53	\$40.66	\$48.79
IT Operations Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7513	\$39.36	\$49.20	\$59.04
IT SharePoint Business Analyst	Classified	Professionals	Professional		1%	7511	\$32.53	\$40.66	\$48.79
IT Systems Administrator	Classified	Professionals	Professional		1%	7511	\$32.53	\$40.66	\$48.79
Legal Assistant	Classified	Admin Support Workers	Non-Exempt			7507	\$22.22	\$27.78	\$33.34
Librarian I	Classified	Professionals	Professional		1%	7507	\$22.22	\$27.78	\$33.34
Librarian II	Classified	Professionals	Professional		1%	7509	\$26.89	\$33.62	\$40.34
Library Assistant I	Classified	Admin Support Workers	Non-Exempt			7501	\$12.53	\$15.66	\$18.79
Library Assistant II	Classified	Admin Support Workers	Non-Exempt			7503	\$15.18	\$18.98	\$22.78
Library Assistant III	Classified	Admin Support Workers	Non-Exempt			7505	\$18.32	\$22.90	\$27.48
Library Manager	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7511	\$32.53	\$40.66	\$48.79
Library Page	Classified	Admin Support Workers	Non-Exempt			7200	\$11.00	\$13.75	\$16.50
Library Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7508	\$24.42	\$30.53	\$36.64
Library Technical Support Specialist	Classified	Technicians	Non-Exempt			7506	\$20.18	\$25.22	\$30.27
Mail Clerk	Classified	Admin Support Workers	Non-Exempt			7501	\$12.53	\$15.66	\$18.79

City of Richland

Classification, Pay Grades and Salaries for Unaffiliated Employees

(Alphabetical)

Effective December 26, 2016

Classification Title	Classification			Non-Match			2017		
	Status	EEO-4 Group Status	FLSA	Status	Def. Comp	Pay Grade	Minimum	Midpoint	Maximum
Maintenance & Operations Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7512	\$35.76	\$44.70	\$53.64
Marketing Specialist	Classified	Professionals	Non-Exempt			7509	\$26.89	\$33.62	\$40.34
Parks & Facilities Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7510	\$29.56	\$36.95	\$44.34
Parks & Public Facilities Director	Unclassified	Exec/Senior Offs & Mgrs.	Executive		4%	7610	\$42.50	\$53.13	\$63.75
Parks & Public Facilities Project Manager	Classified	Professionals	Professional		1%	7511	\$32.53	\$40.66	\$48.79
Parks & Recreation Aide	Classified	Admin Support Workers	Non-Exempt			7200	\$11.00	\$13.75	\$16.50
Parks & Recreation Assistant	Classified	Admin Support Workers	Non-Exempt			7506	\$20.18	\$25.22	\$30.27
Parks & Recreation Coordinator	Classified	Admin Support Workers	Executive		1%	7508	\$24.42	\$30.53	\$36.64
Parks & Recreation Planning & Cap. Proj. Mgr.	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7511	\$32.53	\$40.66	\$48.79
Payroll Specialist	Classified	Professionals	Non-Exempt			7508	\$24.42	\$30.53	\$36.64
Permit Technician	Classified	Technicians	Non-Exempt			7505	\$18.32	\$22.90	\$27.48
Planner	Classified	Professionals	Non-Exempt			7509	\$26.89	\$33.62	\$40.34
Plans Examiner/Permit Specialist	Classified	Professionals	Non-Exempt			7510	\$29.56	\$36.95	\$44.34
Police Captain ⁽¹⁾	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7512	\$35.76	\$44.70	\$53.64
Police Lieutenant ⁽¹⁾	Classified	First/Mid Offs & Mgrs.	Executive		3%	7511	\$32.53	\$40.66	\$48.79
Police Records Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7509	\$26.89	\$33.62	\$40.34
Police Services Director	Unclassified	Exec/Senior Offs & Mgrs.	Executive		4%	7620	\$45.93	\$57.41	\$68.89
Power Analyst	Classified	Professionals	Professional		1%	7509	\$26.89	\$33.62	\$40.34
Printer	Classified	Admin Support Workers	Non-Exempt			7504	\$16.68	\$20.85	\$25.02
Professional Land Surveyor	Classified	Professionals	Non-Exempt			7509	\$26.89	\$33.62	\$40.34
Project Assistant	Classified	Technicians	Non-Exempt			7505	\$18.32	\$22.90	\$27.48
Public Works Administration Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7509	\$26.89	\$33.62	\$40.34
Public Works Capital Projects Manager	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7513	\$39.36	\$49.20	\$59.04
Public Works Director	Unclassified	Exec/Senior Offs & Mgrs.	Executive		4%	7620	\$45.93	\$57.41	\$68.89
Purchasing Manager	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7512	\$35.76	\$44.70	\$53.64
Recreation & Facilities Manager	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7511	\$32.53	\$40.66	\$48.79
Redevelopment Project Manager	Classified	Professionals	Professional		1%	7511	\$32.53	\$40.66	\$48.79
Risk & Safety Program Administrator	Classified	Professionals	Professional		1%	7510	\$29.56	\$36.95	\$44.34
Senior Planner	Classified	Professionals	Professional		1%	7511	\$32.53	\$40.66	\$48.79
Solid Waste Collection Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7510	\$29.56	\$36.95	\$44.34
Solid Waste Manager	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7511	\$32.53	\$40.66	\$48.79
Special Appointee I	Classified	Admin Support Workers	Non-Exempt	Wages with City Manager Approval					

City of Richland

Classification, Pay Grades and Salaries for Unaffiliated Employees

(Alphabetical)

Effective December 26, 2016

Classification Title	Classification			Non-Match			2017	
	Status	EEO-4 Group Status	FLSA Status	Def. Comp	Pay Grade	Minimum	Midpoint	Maximum
Special Appointee II	Classified	Professionals	Exempt	Wages with City Manager Approval				
Special Investigator	Classified	Professionals	Non-Exempt		7250	\$44.07	\$55.08	\$66.10
Streets Supervisor	Classified	First/Mid Offs & Mgrs.	Executive	1%	7510	\$29.56	\$36.95	\$44.34
Support Specialist	Classified	Admin Support Workers	Non-Exempt		7505	\$18.32	\$22.90	\$27.48
Survey Technician	Classified	Professionals	Non-Exempt		7507	\$22.22	\$27.78	\$33.34
Traffic Engineer	Classified	Professionals	Professional	1%	7510	\$29.56	\$36.95	\$44.34
Transportation & Development Mgr.	Unclassified	First/Mid Offs & Mgrs.	Executive	3%	7513	\$39.36	\$49.20	\$59.04
Waste Water Maintenance Supervisor	Classified	First/Mid Offs & Mgrs.	Executive	1%	7510	\$29.56	\$36.95	\$44.34
Waste Water/Storm Water Manager	Unclassified	First/Mid Offs & Mgrs.	Executive	3%	7511	\$32.53	\$40.66	\$48.79
Water Maintenance Supervisor	Classified	First/Mid Offs & Mgrs.	Executive	1%	7510	\$29.56	\$36.95	\$44.34
Water Manager	Unclassified	First/Mid Offs & Mgrs.	Executive	3%	7511	\$32.53	\$40.66	\$48.79

(1) With the approval of the Police Services Director, the Police Captains and Police Lieutenants may receive an eight percent (8%) base pay differential as Certification Pay for obtaining a Career Level Certification (CLC) Middle Management Level. In addition, Police Captains and Police Lieutenants may receive Education Incentive Pay of five percent (5%) for AA Degree or ten percent (10%) for BA Degree in job related fields of Police Science and Law Enforcement, Political Science, Business Administration, etc.

RESOLUTION NO. 229-16

A RESOLUTION of the City of Richland amending Exhibit A of the Compensation Plan for Unaffiliated Employees – 2015 and Continuing, and making the appropriate budget adjustments related thereto.

WHEREAS, Richland Municipal Code (RMC) Title 2.28 provides for regular review and adoption of the City of Richland Compensation Plan for Unaffiliated Employees; and

WHEREAS, the Richland City Council desires to attract and retain qualified employees into its unaffiliated ranks; and

WHEREAS, on December 16, 2014, City Council adopted Resolution No. 200-14 authorizing the Compensation Plan for Unaffiliated Employees – 2015 and Continuing; and

WHEREAS, on December 15, 2015, City Council approved Resolution No. 220-15 authorizing an amendment to Exhibit A of the Compensation Plan for Unaffiliated Employees – 2015 and Continuing to be effective for the 2016 payroll year; and

WHEREAS, staff recommends amending Exhibit A effective December 26, 2016, the beginning of the 2017 payroll year (“2017 Exhibit A”), and continuing until amended. No amendments to the remainder of the Compensation Plan for Unaffiliated Employees – 2015 and Continuing are currently recommended; and

WHEREAS, the recommended amendments to the 2017 Exhibit A include a pay range adjustment of 1.5%, classification title changes, classification additions and deletions, and other administrative changes that are warranted based on external market, internal conditions, state and federal requirements, and business need.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the amended Exhibit A of the Compensation Plan for Unaffiliated Employees – 2015 and Continuing is hereby adopted effective December 26, 2016, and the appropriate adjustments shall be implemented.

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 6th day of December, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Resolutions – Adoption

Key Element:

Subject:

Resolution No. 232-16, Funding Recommendations for the 2017 Hotel/Motel Lodging Tax Fund

Department:

Assistant City Manager

Ordinance/Resolution Number:

232-16

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 232-16, to award funding for the 2017 Hotel/Motel Lodging Tax Fund as recommended by the Lodging Tax Advisory Committee and authorize the City Manager to sign and execute the necessary agreements.

Summary:

The Lodging Tax Advisory Committee (LTAC) recommends Council allocate \$47,800 from the first two percent and \$457,244.92 second two percent (capital) lodging tax funding as described in the attached 2017 Hotel/Motel Fund Worksheet.

First Two Percent:

1. Three Rivers Folklife Society-Tumbleweeds Music Festival - \$4,000
2. Three Rivers Road Runners-Run Fest - \$1,800
3. Three Rivers Road Runners-Tri-City Marathon - \$2,000
4. Allied Arts-Art in the Park - \$3,500
5. City of Richland-Geocoin Challenge - \$3,500
6. Hanford History Project-WSU-Legacies of Manhattan Project at 75 Conference \$3,000
7. Tri-Cities Regional Chamber-Cool Desert Nights - \$10,000
8. Tri-Cities Sunrise Rotary-See3Slam - \$5,000
9. Tri-Cities Water Follies-Tri-Cities Water Follies - \$15,000

Second Two Percent:

1. City of Richland-Columbia Playfield 5th Field, Phase 3 - \$150,000
2. City of Richland-Howard Amon Park Riverfront Trail - \$120,000
3. City of Richland-Outdoor Movie Screen - \$6,500
4. City of Richland-Portable Bleachers - \$17,974.42
5. City of Richland-Portable Chain Link Fence - \$26,770
6. Richland Babe Ruth Baseball Organization-Baseball Complex - \$136,000

Fiscal Impact:

The First 2% reserve has a balance of \$305,123 and the second 2% reserve has a balance of \$491,212 available. The attached worksheet outlines the funding commitments detailed above.

Attachments:

1. Res. No. 232-16 Hotel-Motel 2017 Awards
2. 2017 Hotel Motel Fund Worksheet
3. 11-9-16 Lodging Tax Minutes

RESOLUTION NO. 232-16

A RESOLUTION of the City of Richland awarding the distribution of Hotel/Motel Tax Funds.

WHEREAS, pursuant to RCW 67.28.1817, City Council established a reserve funded through a tax on lodging which is to be used to promote or increase tourism; and

WHEREAS, City staff estimates that \$305,123 from the first two percent (2%) of available funds and \$491,212 from the second two percent (2%) of available funds are available for award at the beginning of the 2017 funding cycle for a total fund balance of \$796,335; and

WHEREAS, City staff accepted applications for projects to be considered by the Lodging Tax Advisory Committee and City Council for funding in 2017; and

WHEREAS, at its November 9, 2016 meeting, the Lodging Tax Advisory Committee provided a positive recommendation to allocate a total of \$505,044.92 toward projects that are determined eligible, as further described in the 2017 Hotel/Motel Funding Cycle worksheet attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that Hotel/Motel Tax Funds available in 2017 shall be made available as provided in the attached project list, and that all related documents necessary to complete the awards shall be signed and executed by the City Manager.

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 6th day of December, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

2017 HOTEL/MOTEL FUND

November 9, 2016

First 2% Available Funds = \$305,123

ORGANIZATION	PROPOSED USE OF MONEY	2016 ALLOCATION	2017 REQUEST	FUNDED	NOT FUNDED	2017 FUNDING RECOMMENDATION
Three Rivers Folklife Society	Tumbleweeds Music Festival	\$4,000.00	\$4,000.00	\$ 4,000.00		\$4,000.00
Three Rivers Road Runners	Run Fest	\$1,500.00	\$1,800.00	\$ 1,800.00		\$1,800.00
Three Rivers Road Runners	Tri-City Marathon	\$2,000.00	\$2,000.00	\$ 2,000.00		\$2,000.00
Allied Arts	Art in the Park	\$3,500.00	\$3,500.00	\$ 3,500.00		\$3,500.00
City of Richland	Geocoin Challenge	\$3,000.00	\$3,500.00	\$ 3,500.00		\$3,500.00
Hanford History Project-WSU	Legacies of Manhattan Proj. at 75 Conference	\$0.00	\$13,000.00	\$ 3,000.00		\$3,000.00
Tri-Cities Regional Chamber	Cool Desert Nights	\$18,000.00	\$18,000.00	\$ 10,000.00		\$10,000.00
Tri-Cities Sunrise Rotary	See3Slam	\$2,000.00	\$10,000.00	\$ 5,000.00		\$5,000.00
Tri-Cities Water Follies	Tri-Cities Water Follies	\$15,000.00	\$15,000.00	\$ 15,000.00		\$15,000.00
		\$49,000.00	\$70,800.00			\$47,800.00
						\$305,123.00
						\$257,323.00

Second 2% Available Funds = \$491,212

ORGANIZATION	PROPOSED USE OF MONEY	2016 ALLOCATION	2017 REQUEST	FUNDED	NOT FUNDED	2017 FUNDING RECOMMENDATION
Academy of Children's Theater	Parking Lot Enhancement		\$ 20,000.00	\$ -	x	\$ -
City of Richland	Columbia Playfield 5th Field, Phase 3		\$ 225,000.00	\$ 150,000.00		\$ 150,000.00
City of Richland	Howard Amon Park Riverfront Trail	0	\$ 120,000.00	\$ 120,000.00		\$ 120,000.00
City of Richland	Outdoor Movie Screen	0	\$ 6,500.00	\$ 6,500.00		\$ 6,500.00
City of Richland	Portable Bleachers	0	\$ 17,974.42	\$ 17,974.92		\$ 17,974.92
City of Richland	Portable Chain Link Fence	0	\$ 26,770.00	\$ 26,770.00		\$ 26,770.00
City of Richland	Sports Field Complex Feasibility Study	0	\$ 40,000.00	\$ -		\$ -
Richland Babe Ruth Baseball Org	Baseball Complex	0	\$ 281,000.00	\$ 136,000.00		\$ 136,000.00
Richland Parkway Improvement Assn (RPIA)	Urban Greenbelt Trail	0	\$ 115,000.00	\$ -	x	\$ -
Richland Parkway Improvement Assn (RPIA)	Walkability Lee Blvd-George Washington Way	0	\$ 45,000.00	\$ -	x	\$ -
Richland Parkway Improvement Assn (RPIA)	Walkability-Jadwin - The Parkway	0	\$ 55,000.00	\$ -	x	\$ -
Tri-City Kart Club (TCKC)	Pits Expansion Option #2		\$ 332,700.00	\$ -	x	\$ -
				\$ 1,284,944.42		\$ 457,244.92
						Available
						Remaining
						\$491,212
						\$33,967.08



MINUTES

LODGING TAX ADVISORY COMMITTEE MEETING
Council Chamber | 505 Swift Boulevard
Date: November 9, 2016

DRAFT

Call to Order

Chair Thompson called the regular Lodging Tax Advisory Committee meeting to order at 9:30 am

Attendance:

Mayor Thompson and Committee members, Kerber, Sako and Shugart were present. Also present were Staff Liaison Logan, Communications and Marketing Manager and Meg Coleman, City of Richland Staff Accountant.

Approval of Minutes: (Approved by Motion) Kerger moved and Shugart seconded the motion.

1. May 16, 2016

Budget Overview

1. 2017 Budget

Ms. Logan provided an overview of the available funds.

Presentations:

Applicants were provided the opportunity to present their project to the Committee and explain how their projects would attract out of the region tourism and hotel stays. Applicants who presented were, Academy of Children's Theater for their Parking Lot Enhancement, Tri-City Kart Club for their Pits Expansion, City of Richland for Columbia Playfield 5th Field, Phase 3, Howard Amon Park Riverfront Trail, Sports Field Complex Feasibility Study, Outdoor Movie Screen, Portable Bleachers, Portable Chain Link Fence and Geocoin Challenge. Allied Arts for Art in the Park, Tri-Cities Water Follies for Water Follies, the Richland Parkway Association (RPIA) for the Urban Greenbelt Trail, Walkability-Lee Boulevard-George Washington Way and Walkability-Jadwin/The Parkway. Also presenting were the Tri-Cities Regional Chamber for Cool Desert Nights, Richland Babe Ruth Baseball for their Baseball Complex, Tri-Cities Sunrise Rotary for See3Slam and Three Rivers Road Runners for the Tri-City Marathon and Run Fest and Washington State University for Legacies of Manhattan Project at 75 Conference.

New Business: (Approved by Motion)

A. Deliberation and Allocation for 2017 Funds

1. Three Rivers Folklife Society – Requested \$4,000. Recommended fund \$4,000

Project: The requested funds would be used for out-of-town advertising and promotion of the 2017 Tumbleweed Music Festival.

2. Three Rivers Road Runners – Requested \$2,000. Recommended fund \$2,000.00

Project: Tri-City Marathon out of region marketing and promotion.

3. Three Rivers Road Runners – Requested \$1,500. Recommended fund \$1,500

Project: Run Fest out of region marketing and promotion.

4. Allied Arts – Requested \$3,500. Recommended fund \$3,500.

Project: The requested funds would be used for out-of-town advertising and promotion of the Art in the Park event.

5. City of Richland – Requested \$3,500. Recommended fund \$3,500

Project: Outside the region marketing for the Geocoin Challenge.

LTAC Discussion: The LTAC discussed the applications.

MOTION: Kerber moved and Thompson seconded the motion to approve funding for these events as requested. The motion carried 4-0.

6. WSU Hanford History Project – Requested \$13,000. Recommended fund \$3,000.

Project: Funding of Legacies of Manhattan Project at 75 Conference.

LTAC Discussion: Discussion occurred regarding funding for the actual event vs. outside the region marketing.

MOTION: Sako moved and Thompson seconded the motion to approve funding of \$3,000 as amended for marketing outside the region of the event. The motion carried 4-0.

7. Tri-Cities Regional Chamber of Commerce – Requested \$18,000. Recommended fund \$10,000

Project: The requested funds would be used for out-of-town advertising and promotion of the 2017 Cool Desert Nights Event.

LTAC Discussion: The LTAC discussed the application. Group did not feel the resulting heads in beds warranted the sum requested.

MOTION: Kerber moved and Thompson seconded the motion to approve funding of \$10,000 as amended for the event. The motion carried 4-0.

8. Tri-Cities Sunrise Rotary – Requested \$10,000. Recommended fund \$5,000.00

Project: See 3 Slam 3 on 3 basketball tournament outside the region marketing.

LTAC Discussion: The LTAC discussed the application. Group discussed wanting to see how the event performs in its second year.

MOTION: Kerber moved and Thompson seconded the motion to approve funding of \$5,000 as amended for the event. The motion carried 4-0.

9. Tri-Cities Water Follies \$15,000. Recommended fund \$15,000

Project: Regional advertising for Tri-Cities Water Follies Event.

LTAC Discussion: The LTAC discussed the application.

MOTION: Kerber moved and Thompson seconded the motion to approve funding for the event. The motion carried 4-0.

10. Academy of Children's Theater – Requested \$20,000. Recommended no funding

Project: The requested funds would be used for expansion of existing parking lot.

LTAC Discussion: The LTAC discussed the application. The group did not feel the project was a good candidate for funding.

MOTION: Shugart moved and Kerber seconded the motion to not approve funding for the project. The motion carried 4-0.

11. City of Richland – Requested \$225,000. Recommended fund \$150,000

Project: Columbia Playfield 5th Field, Phase 3 enhancements.

LTAC Discussion: Discussion among members. Thompson felt the cost of bleachers were costly and not necessary to bring heads in bed. Recommended funds for lighting.

MOTION: Shugart moved and Kerber seconded the motion to approve funding of \$150,000 as amended for the project. The motion carried 4-0.

12. City of Richland – Requested \$120,000. Recommended fund \$120,000

Project: Howard Amon Park Riverfront Trail.

LTAC Discussion: The LTAC discussed the application at length. Discussion that the riverfront trail is a draw regionally for encouraging hotel stays.

MOTION: Shugart moved and Kerber seconded the motion to approve funding for the project. The motion carried 4-0.

13. City of Richland – Requested \$6,500. Recommended fund \$6,500

Project: The requested funds would be used for a permanent Outdoor Movie Screen at HAPO Community Stage.

14. City of Richland – Requested \$17,974.42. Recommended fund \$17,974.42.

Project: Portable Bleachers for HAPO Community Stage events.

15. City of Richland – Requested \$26,770.00. Recommended fund \$26,770.00

Project: Portable Chain Link Fence for HAPO Community Stage Events.

LTAC Discussion: The LTAC discussed the applications.

MOTION: Shugart moved and Kerber seconded the motion to approve funding for the projects. The motion carried 4-0.

16. City of Richland – Requested \$40,000. Recommended no funding.

Project: Sports Field Complex Feasibility Study

LTAC Discussion: The LTAC discussed the application. Group did not feel this project was a candidate for funding.

MOTION: Shugart moved and Kerber seconded the motion to not approve funding for the project. The motion carried 4-0.

17. Richland Babe Ruth Baseball Organization – Requested \$281,000. Recommended fund \$136,000

Project: Baseball Complex Upgrades

LTAC Discussion: The LTAC discussed the application. Group was in consensus to fund a portion of the project. Group does not want funds to go towards shade structure or storage facility.

MOTION: Shugart moved and Kerber seconded the motion to approve funding for \$136,000 as amended. The motion carried 4-0.

18. Richland Parkway Improvement Association – Requested \$115,000. Recommended no funding.

Project: Urban Greenbelt Trail

LTAC Discussion: The LTAC discussed the application. Group agreed this was a good project, but should be a City staff led effort.

MOTION: Shugart moved and Kerber seconded the motion to not approve funding for the project at this time. The motion carried 4-0.

19. Richland Parkway Improvement Association – Requested \$45,000. Recommended no funding.

Project: Walkability Lee Blvd – George Washington Way.

LTAC Discussion: The LTAC discussed the application. Group agreed this was a good project, but should be a City led effort.

MOTION: Shugart moved and Kerber seconded the motion to not approve funding for the project at this time. The motion carried 4-0.

**20. Richland Parkway Improvement Association – Requested \$55,000.
Recommended no funding**

Project: Walkability – Jadwin/The Parkway

LTAC Discussion: The LTAC discussed the application. Group agreed this was a good project, but should be a City led effort.

MOTION: Shugart moved and Kerber seconded the motion to not approve funding for the project at this time. The motion carried 4-0.

**21. Tri-City Cart Club – Requested \$416,550 for project Option #1 or
\$332,700 for project Option #2. Recommended no funding.**

Project: Pits Expansion

LTAC Discussion: Discussion among members regarding two options. The project needs some additional planning, funding structure and task prioritization.

MOTION: Shugart moved and Kerber seconded the motion to not approve funding for the project at this time. The motion carried 4-0.

Chair Thompson adjourned the meeting at 11:42 am.

Minutes Prepared By: **Hollie Logan,
Communications & Marketing Manager**

Date Approved: **TBD**

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



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 233-16, Authorizing Relinquishment of Utility Easement at 3480 George Washington Way and 925 Long Ave

Department:
Public Works

Ordinance/Resolution Number:
233-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 233-16, authorizing the relinquishment of utility easements at 3480 George Washington Way and 925 Long Ave.

Summary:

The property owner at 925 Long Avenue is requesting the relinquishment of a portion of a utility easement that was established in 1956 with the Plat of Richland. This portion of the utility easement was used to provide water service to the 925 Long Avenue residence. A new water service was installed to this property in 2010 and the previous water service was abandoned.

In addition, the Department of Energy is requesting the relinquishment of a temporary power and utility easement lying within 3480 George Washington Way. This temporary easement was established to provide power and utilities during the construction of the Environmental Molecular Science Laboratory (EMSL). A termination condition was included within the document stating that the easement would be abandoned by the Grantee after construction of the EMSL was complete. The construction is now complete.

Staff has reviewed these two requests and has determined that the existing easements are no longer necessary.

Fiscal Impact: Only minor administrative fees are involved with the relinquishment. Fees to pay for the recording were collected from the property owners requesting the relinquishment.

Attachments:

- I. Resolution No. 233-16

RESOLUTION NO. 233-16

A RESOLUTION of the City of Richland declaring surplus a portion of certain utility easements recorded under Auditor's File Number 356196 and lying along 925 Long Avenue and Auditor's File Number 93-31013 lying within 3480 George Washington Way.

WHEREAS, a utility easement was established at 925 Long Avenue with the recording of the Plat of Richland in 1956 under Auditor's File Number (AFN) 356196; and

WHEREAS, this utility easement was established to provide water service to the property located at 925 Long Avenue; and

WHEREAS, in 2010, a new water service was established and the existing water line was abandoned; and

WHEREAS, the current property owner, Mr. William P. Briggs, is requesting that the portion of the existing utility easement be relinquished; and

WHEREAS, the utility easement is no longer necessary to provide water service to 925 Long Avenue; and

WHEREAS, a temporary electrical and utility easement was established and recorded on October 12, 1993 under AFN 93-31013 and lying within 3480 George Washington Way for the purpose of providing temporary power and utilities to build the Environmental Molecular Science Laboratory (EMSL); and

WHEREAS, a termination condition was included within the document which states that the easement will be abandoned by the Grantee after construction of the EMSL is completed; and

WHEREAS, construction of the EMSL has been completed and the Department of Energy is requesting that the easement be relinquished; and

WHEREAS, staff has conducted an analysis determining that these existing easements are 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 December 4, 2016, that a public hearing would be held on this date concerning the relinquishment of these easements.

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

Section 1. The existing utility easement at 925 Long Avenue, described as follows, was originally acquired for the purpose of a water service and is hereby found to be surplus to the City's needs and not required for the providing of continued services:

A portion of the Northeast $\frac{1}{4}$ of Section 10, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington, described as follows:

A portion of Lot 17 Block 601 of the Plat of Richland, as recorded in Volumes 6 & 7 of Plats records of Benton County, Washington described as follows:

The intent of this document is to relinquish an existing 10' by 57' utility easement as shown on easement sheet 17-D of said Plat of Richland and as depicted on the attached Exhibit A.

See attached Exhibit A

Section 2. The existing temporary electrical and utility easement lying within 3480 George Washington Way, described as follows, was originally established for the purpose of providing temporary power and utilities for the construction of the Environmental Molecular Science Laboratory and is hereby found to be surplus to the City's needs and not required for the providing of continued services:

A portion of the Northeast $\frac{1}{4}$ of Section 14, Township 10 North, Range 28 East, W.M., City of Richland, Benton County, Washington, described as follows:

A strip of land being 15.00 feet in width situated in Section 14, Township 10 North, Range 28 East W.M., Benton County, Washington, lying 7.50 feet on each side of the following described centerline:

Beginning at a USCE brass cap monument stamped CH-3, 1955, as found on Section 14, Township 10 North, Range 28 East, map records of Richland, Washington; Thence South $89^{\circ}08'34''$ West a distance of 15.00 feet along a line between CH-3 and CH-4 per said City of Richland records, to the **TRUE POINT of BEGINNING** of said 15.00 foot temporary easement; Thence North $09^{\circ}05'26''$ West a distance of 780.00 feet; Thence North $31^{\circ}12'45''$ West a distance of 1125.00 feet to a point designated as "A"; Thence continuing North $31^{\circ}12'45''$ West a distance of 376.04 feet; Thence North $02^{\circ}41'02''$ West a distance of 376.28 feet to a point designated as "B"; Thence North $03^{\circ}46'58''$ East a distance of 26.83 feet to the terminus of said centerline.

Also:

Including a strip of land 15.00 feet in width and situated in said Section 14, lying 7.50 feet on each side of the following described centerlines:

Beginning at the above referenced point "A", said point also being the TRUE POINT of BEGINNING; Thence North 09°08'30" East a distance of 158.10 feet to the terminus of said centerline.

Beginning at the above referenced point "A"; Thence North 31°12'45" West a distance of 376.04 feet; Thence North 02°41'02" West a distance of 197.77 feet to the TRUE POINT of BEGINNING; Thence South 87°18'58" West a distance of 20.57 feet to the terminus of said centerline.

Beginning at the above referenced point "B", said point also being the TRUE POINT of BEGINNING; Thence North 72°59'23" East a distance of 208.99 feet to the terminus of said centerline.

Beginning at the above referenced point "B", said point also being the TRUE POINT of BEGINNING; Thence South 77°44'56" West a distance of 178.37 feet to the terminus of said centerline.

See Attached Exhibit B

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

BE IT FURTHER RESOLVED that the City Manager of the City of Richland is authorized to sign and execute relinquishment documents necessary to release the City's interest in these easements to Mr. William P. Briggs and to U.S. Department of Energy (DOE), 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 6th day of December, 2016.

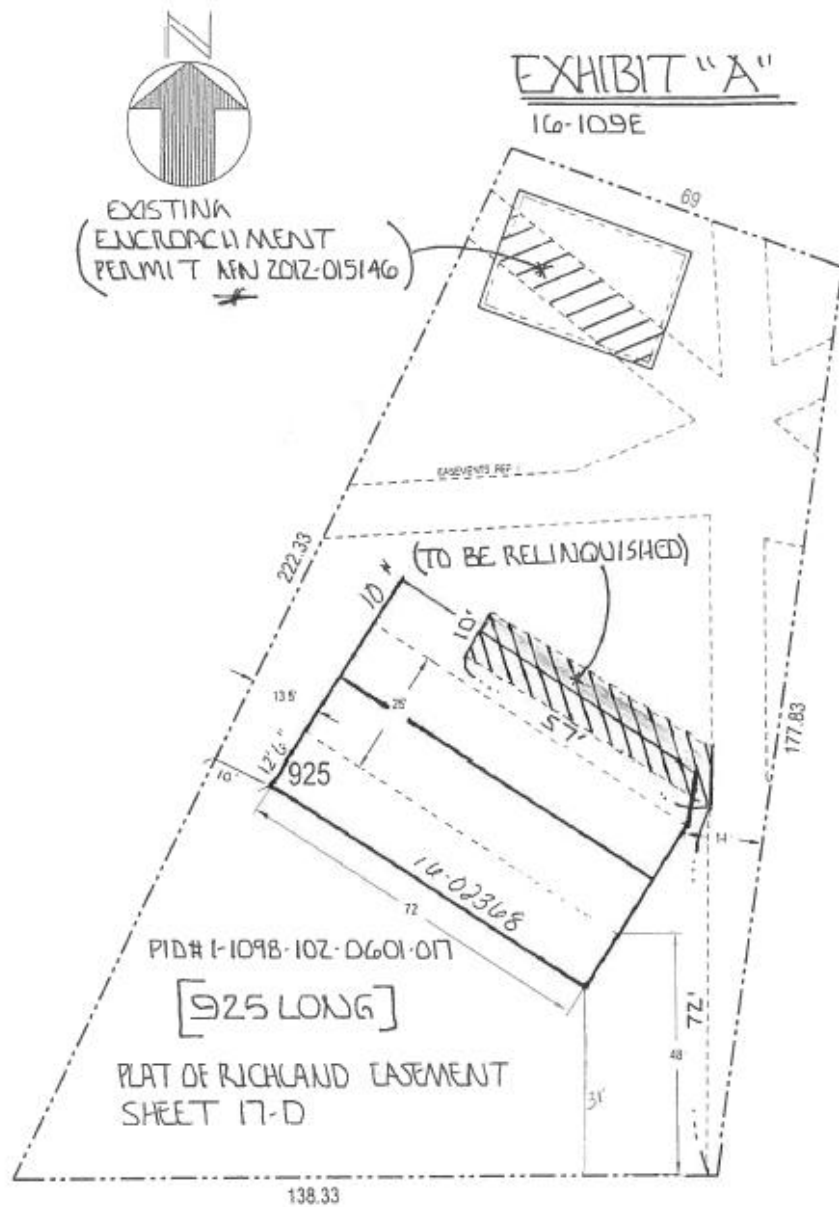
ROBERT J. THOMPSON
Mayor

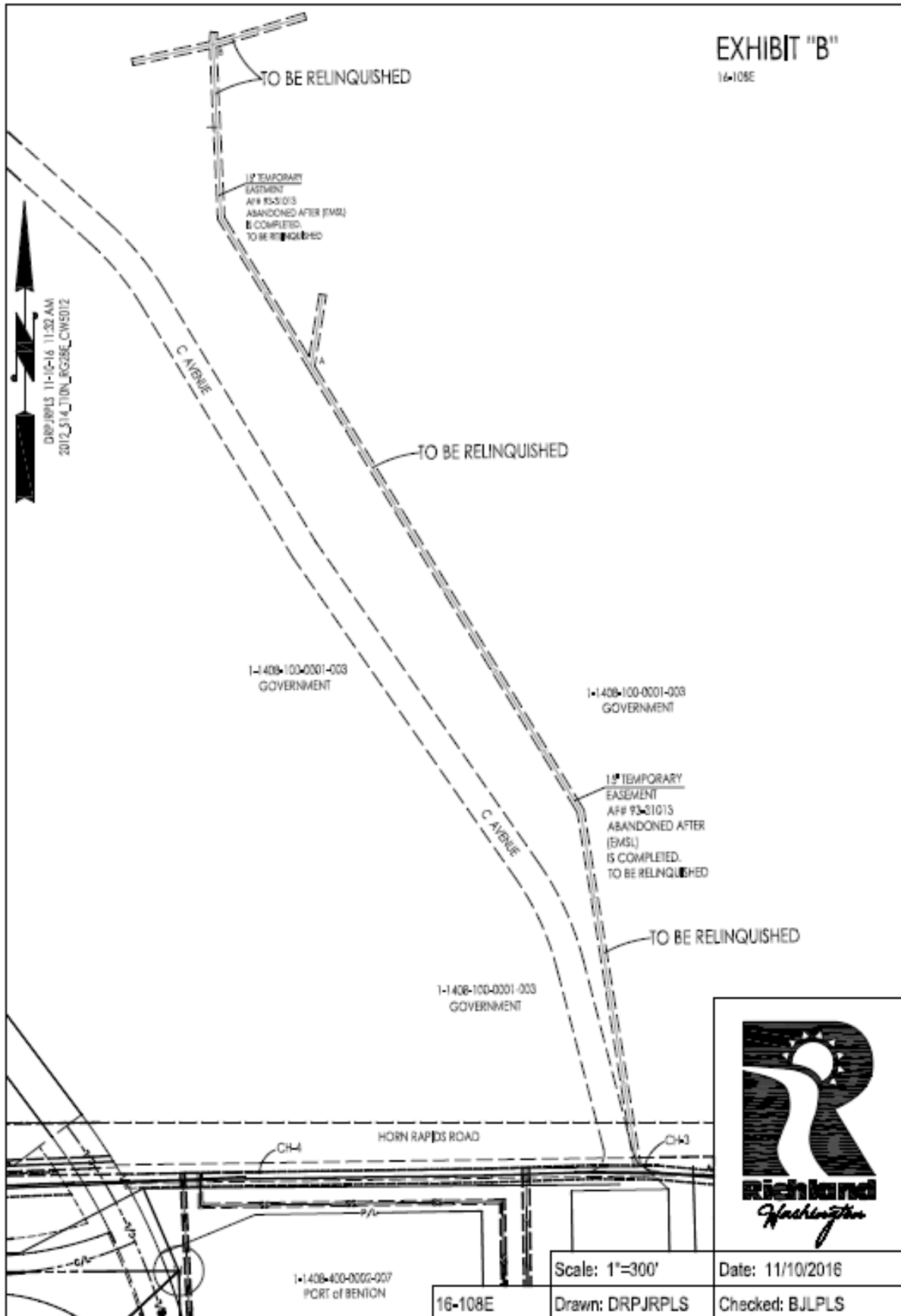
ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney







COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution 234-16, Approving a Limited Duration Interlocal Agreement with Benton County for Jail Services

Department:
City Manager

Ordinance/Resolution Number:
234-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 234-16, authorizing the City Manager to sign and execute a limited duration interlocal agreement with Benton County for continued jail services.

Summary:

The cities of Richland, Kennewick, West Richland and Prosser have an agreement with Benton County for the use of Benton County jail facilities to house municipal inmates. The current agreement is set to expire on December 31, 2016.

At this time, the Parties are still negotiating a renewed long-term agreement for jail services, and require additional time to complete the negotiation process. In order to avoid disruption in services provided, the Parties have proposed entering into a three-month interlocal agreement with a fixed bed-day rate of \$88.04 and a termination date of March 31, 2017.

Staff is committed to working diligently toward a long-term contract that is consistent with the best interests of the City.

Staff recommends approval.

Fiscal Impact:

The limited duration fixed bed-day rate of \$88.04 can be absorbed by the approved 2017 budget for the limited duration of the Agreement, and jail costs can be managed to some degree, if necessary, by prosecution decisions made by the City of Richland.

Attachments:

1. RES 234-16 - Limited Duration Interlocal for Jail Services
2. December 1, 2016 Correspondence from Benton County
3. Benton County Resolution 2016-935
4. Limited Duration Interlocal Agreement for Jail Services

RESOLUTION NO. 234-16

A RESOLUTION of the City of Richland authorizing a limited duration interlocal agreement with Benton County for jail services.

WHEREAS, the cities of Richland, Kennewick, West Richland and Prosser have an agreement with Benton County for the use of Benton County jail facilities; and

WHEREAS, the current agreement between Richland and Benton County is set to expire December 31, 2016; and

WHEREAS, the Parties are still negotiating a renewed agreement for jail services, and require additional time to complete the negotiation process; and

WHEREAS, in order to avoid disruption in services provided, the Parties agree to enter into a three-month interlocal agreement with a fixed bed-day rate and a termination date of March 31, 2017; and

WHEREAS, the Parties anticipate finalizing a long-term contract for jail services by March 31, 2017, and Richland will work diligently toward that effort.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the City Manager is authorized to sign and execute the limited duration interlocal agreement for continued jail services with Benton County.

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 6th day of December, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Jerome Delvin
District 1
Shon Small
District 2
James Beaver
District 3

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

December 1, 2016

Cindy Reents
City Manager
City of Richland

Marie Mosley
City Manager
City of Kennewick

Dave Stockdale
City Manager
City of Prosser

Brent Gerry
Mayor
City of West Richland

Re: *Short Term Jail Agreement*

Dear City Managers Reents, Mosley, Stockdale and Mayor Gerry:

On Tuesday, you or your representative requested in a meeting with Commissioner Delvin that your city and the county enter into a short term jail usage agreement to allow completion of a new long term agreement to replace the one expiring on December 31st.

Today, the Board of County Commissioners agreed to that request and executed the enclosed short term agreement for your city. Please execute and return the original to us by December 20th to allow the county to continue to receive your prisoners for the first 3 months of the year while a long term agreement is completed.

The Board agreed to this request given the unusual state of affairs regarding completion of a new, long term agreement. We realize that we did not get you our new proposal until November 9, 2016, that all of our staffs are still working on budget preparation, and we have an upcoming holiday season.

For the sake of expediency, we propose that for this brief period all paragraphs of the short term agreement be identical to your current jail agreement except for paragraphs 2, 4, 16, 19 and 20. Paragraphs 2 and 4 have been modified to remove the complex provisions that currently result in your city paying a pro rata share (based on usage) of the annual net operating costs of the jail in a two-step process. Given that this agreement is very temporary and only effective for 3 months, the existing paradigm of charging the city an estimate and then "truing up" at the end of the term does not make sense.

Instead, under this short term arrangement the city will simply pay a flat \$88.04 per inmate per prisoner day, plus any outside medical costs incurred for that inmate. That dollar figure is what the initial estimated daily cost would have been for 2017 if our current agreement did not expire. In addition, please be advised that all payments due under the proposed short term agreement will be in addition to any payment due under our current agreement with your city.

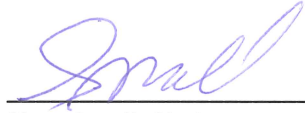
Paragraph 16 was modified to reflect the 3 months instead of five year duration of the agreement and to reflect that the county will not without cause terminate the agreement prior to its expiration.

Paragraph 19 was modified to reflect the short term duration of the agreement. And paragraph 20 was removed because the short term nature of the agreement eliminated the need for either party to terminate it without cause prior to its expiration.

Again, please execute and return the original to us by December 20th to allow us to house your prisoners after December 31st. We look forward to promptly completing a long term arrangement for the mutual benefit of all of our constituents.

Sincerely,

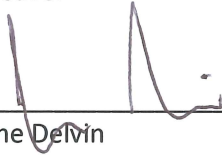
BOARD OF COUNTY COMMISSIONERS



Shon Small, Chairman



Jim Beaver



Jerome Delvin

Encl.

Cc: David Sparks, County Administrator
Loretta Smith-Kelty, Deputy County Administrator
Steven Keane, Sheriff

RESOLUTION 2016-935

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE SHORT TERM AGREEMENT FOR USE OF JAIL FACILITIES BETWEEN BENTON COUNTY AND CITY OF RICHLAND

WHEREAS, the Board approved the attached Short Term Agreement for Use of Jail Facilities Between Benton County and City of Richland during a special board meeting on December 1, 2016; and

WHEREAS, said agreement will become effective on January 1, 2017 and terminate March 31, 2017; NOW, THEREFORE,

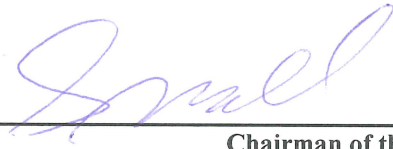
BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the attached Short Term Agreement for Use of Jail Facilities Between Benton County and City of Richland and authorizes the Board to sign; and

BE IT FURTHER RESOLVED the attached Short Term Agreement for Use of Jail Facilities Between Benton County and City of Richland is effective January 1, 2017 and terminates March 31, 2017.

Dated this 1 day of Dec, 2016

Attest:
Clerk of the Board

Came McKenzie


Chairman of the Board


Chairman Pro-Tem


Member

Constituting the Board of County
Commissioners of Benton County,
Washington

SHORT TERM AGREEMENT FOR USE OF JAIL FACILITIES

THIS AGREEMENT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington (hereinafter "County") and the City of RICHLAND, WASHINGTON, a municipal corporation (hereinafter "City").

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

1. PURPOSE. The City, desiring to utilize Benton County Jail (hereinafter "jail") facilities and services, for the incarceration of City prisoners, in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW), hereby enters into an agreement with the County for use of the County jail facility and services for confinement of City prisoners. It is the purpose of this agreement to provide for the joint use by the parties of the jail facilities and services at the jail located at the Benton County Justice Center.

2. DEFINITIONS. (a) "City Prisoner" shall mean a person who is booked into the jail pursuant to an arrest by a police officer for the commission of a misdemeanor or gross misdemeanor, which could be booked as a violation of a Kennewick city ordinance. For the term of this agreement, should the City choose to repeal any or all of its ordinance provisions which would give rise to potential City jail time, such action will have no bearing on the computation of City prisoner days as defined below.

(b) "City Prisoner Day" shall mean any portion of a consecutive 24-hour period that a City Prisoner is in the custody at the County jail and shall include when a City Prisoner is only booked and released, as calculated using the current Intergraph Jail Management System (ILEADS) methodology for counting jail days. After booking, the total elapsed time for each visit shall be calculated in minutes. At the time of release, the number of minutes will be divided by 1440 (the number of minutes in a day), and the resulting number will be rounded up. For example, if a city prisoner's stay is from 8:00 AM on January 1, 2007 to 1:00 PM on January 3, 2007, the total elapsed time would be 3,180 minutes. This is two days and five hours, and the number of City Prisoner Days would be three.

"City Prisoner Day" shall also include prisoners who participate in the work release program.

3. AVAILABILITY OF JAIL FACILITIES. The jail facilities and services shall be available for confinement of City Prisoners held upon arrest, awaiting trial, and serving sentences of jail terms on a space available basis; provided, confinement of City prisoners will be given priority over confinement of Prisoners for jurisdictions from outside of Benton County.

4. COMPENSATION FROM CITY. The City shall pay the County as compensation for its provision of jail facilities and services the amount of eighty eight dollars and four cents (\$88.04) per City Prisoner Day. The County will bill the City on the 15th of each month, for the number of City Prisoner Days in the preceding month. Payment shall be due by the 15th of the following month.

The above payments shall be in addition to any payment by the City to the County due under the parties' current Agreement for Use of Jail Facilities with respect to the City's usage of the jail in 2016.

5. PAYMENT. The County shall bill the City by submitting a monthly voucher to the City on or before the 15th day of each month following services. The City shall pay the County the compensation set forth in Section 4 hereof within thirty days from receipt of such voucher. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should it become necessary, all collection costs will be paid by the City.

6. MEDICAL COSTS AND TREATMENT.

- (a) The County shall have the right to refuse to accept a City Prisoner who, at the time of delivery to the jail for confinement, is in need of medical attention, until the City has made arrangements satisfactory to the County, for such medical attention.
- (b) The County will provide medical services for all City Prisoners within the jail in accordance with the policies and procedures adopted by the County.
- (c) In the event a prisoner requires medication, medical care or dental treatment that is not available in the health care program within the jail provided by the County, the City shall be responsible as follows:
 - (i) With respect to City Prisoners, the City shall reimburse the County for the cost of all medication, medical care or dental treatment to the extent such costs are not paid

by the prisoner, insurance, public assistance or other sources, and for the cost of transportation to and from any health care facility outside the jail.

- (ii) With respect to those prisoners who are not City Prisoners, as defined in Section 2, but who are confined on the basis of charges initiated by the City police officers, the City shall reimburse the County for the cost of all such medication, medical care, dental treatment and transportation to and from any health care facility outside of the jail that are incurred prior to the disposition of the charges by sentencing or otherwise, to the extent that the cost is not paid by the prisoner, insurance, public assistance or other sources.
- (d) The County agrees to use reasonable efforts to obtain reimbursement from the prisoner, insurance, public assistance or other sources, for such costs of medication, and medical care or dental treatment. The County shall, except in cases of emergency which prevent the County from obtaining City authorization, obtain advance authorization from the Chief of Police or designee whenever a City Prisoner requires such medication, medical care or dental treatment, the cost of which is the responsibility of the City pursuant to this Agreement. The City agrees to provide to the County, when requested, written verification of any authorization of or refusal to authorize care or treatment for a City Prisoner.
- (e) The County shall, subject to the City's authorization required by subsection (d) hereof, have the authority to make arrangements for medication, medical care or dental treatment not available in the health care program within the jail.
- (f) The County shall be responsible for all medical expenses resulting from accidental injuries incurred during the course of a City Prisoner's incarceration; provided, this subsection shall not relieve the City of its obligations to reimburse the County for medical expenses incurred in connection with any medical condition that does not arise due to an accidental injury to a City Prisoner occurring during incarceration.

7. TRANSPORTATION OF PRISONERS. The City shall be responsible for all transportation of City Prisoners to and from the Benton County Justice Center necessary for any reason, or the cost thereof if transportation is provided by the County at the applicable mileage reimbursement rate for private vehicle use set by the U.S. General Services Administration. The County reserves the right not to provide transportation of City Prisoners.

8. TRANSFER OF CUSTODY. City police officers or any law enforcement on behalf thereof delivering persons to the jail for confinement shall provide the receiving officer of the jail with an arrest warrant, citation, court order, other documentation or a completed detention request form satisfactory to the receiving officer which indicates the legal basis for confinement of the person and, in the absence of such documentation, the receiving officer may refuse to accept the person for confinement.

The County may also refuse to accept any City Prisoner for confinement if, in its sole discretion, it would be inappropriate to accept such person for security or safety reasons prompting the Sheriff or his designee to conclude that it would be inappropriate for a particular person to be held in custody in the jail, including but not limited to familial, social or employment relationships between the person and one or more members of correctional staff.

- (a) City police officers delivering persons to the jail for confinement shall remain in the immediate presence of such person, shall be responsible for such person and shall be considered to have such person in their sole custody until the jail receiving officer has accepted documentation for such person's confinement and physical custody of that person and has indicated that the delivering officer may leave. At such time, and only at such time, will the County have assumed custody of and responsibility for the person to be confined.
- (b) City Prisoners shall be subject to all applicable rules, regulations and standards governing the operation and security of the jail. All city officers delivering prisoners to the County jail shall comply with those rules, regulations and standards.

9. ACCESS TO PRISONERS. City police officers and investigators shall have the right to interview prisoners at any reasonable time within the jail. City police officers shall be afforded equal priority for use of jail interview rooms with other departments, including the Benton County Sheriff's Department.

10. POSTING OF BAIL. The County shall serve as agent for the City in receipt of bail bonds or monies posted for City Prisoners.

11. SPECIAL PROGRAMS.

- (a) Work Release. If it is desired that a City Prisoner participate in the jail work release program, City Prisoners shall be treated the same as county prisoners and shall be

entitled to participate in the work release program solely upon a space available basis and qualification pursuant to Benton County's Bureau of Corrections standards.

- (b) Home Monitoring, and Other Special Programs. Prisoners participating in a home monitoring program, or any other program agreed in writing by the parties to be subject to this paragraph 11(b), shall not be included in the calculation of "City Prisoner Days" under paragraph 2(a) of this Agreement. The cost of providing home monitoring or any other agreed special program subject to this paragraph 11(b) shall be determined by the actual usage of the special service by City Prisoners. The County shall use all best efforts to collect the cost of such special program from the City Prisoner, provided, in the event that a City Prisoner is determined by the Benton County Department of Corrections to be unable to pay the entire cost of such special program, the City shall be responsible for the actual cost of providing such special program not paid by the City Prisoner. The County shall provide a monthly statement to the City regarding the City's obligation for payment for such special programs under this subsection.

12. RELEASE OR LEAVE OF CITY PRISONERS. City Prisoners shall be permitted to leave the jail only:

- (a) upon the authorized, written request of the City police; or
- (b) by order of the Court having jurisdiction of a City Prisoner and the matter for which such prisoner is being confined; or
- (c) for appearance by the prisoner in the Court in which the prisoner has been charged; or
- (d) in compliance with a valid writ of habeas corpus, or
- (e) for necessary medical or dental treatment or care not available within the jail; or
- (f) when the prisoner has completed service of the sentence, the charge pending against the prisoner has been dismissed or bail or other satisfactory recognizance has been posted as required by the Court.

13. RECORDKEEPING. The County, based on consultation with the City's chief of police, agrees to maintain a system of record keeping to document the booking and confinement of each City Prisoner in such style and manner as is equivalent to the County's

records pertaining to its prisoners under the current ILEADS system. The County shall make copies of said records available upon request by the City. The City agrees to be bound by all applicable confidentiality laws regarding jail records.

14. INDEMNIFICATION.

- (a) The City shall indemnify and hold harmless the County and its officers, agents and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of the City, its officers, agents, or employees, in the performance of this Agreement or in arresting, detaining, charging, transporting, interrogating or otherwise dealing with persons either before or after presentation to and acceptance by the County for confinement in the jail. With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the City expressly waives its immunities under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the City. This waiver is mutually negotiated by the parties.

In the event that any suit based upon such a claim, action, loss, cost, expense, or damage is brought against the County, the City shall defend the County at its sole cost and expense; provided, that the County retains the right to participate in any such suit if any principle of governmental or public law is involved. If final judgment is entered against the County, or its officers, agents, or employees, the City shall satisfy the same in full.

- (b) The County shall indemnify and hold harmless the City and its officers, agents and employees, from and against any and all damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of the County, its officers, agents or employees, in the performance of this Agreement or in confining persons who have been presented by the City to and accepted by the County for confinement in the jail while said persons are in the jail or in the custody of the County outside the jail.

In the event any suit based upon such a claim, action, loss, cost, expense or damage is brought against the City, the County shall defend the City at its sole cost and expense;

provided that the City retains the right to participate in such suit if any principle of governmental or public law is involved. If final judgment be rendered against the City or its officers, agents, or employees the County shall satisfy the same in full.

15. NON-DISCRIMINATION POLICY. It is the policy of Benton County that no person shall be subjected to discrimination by the County or by its contractors because of race, color, national origin, sex, age, religion, creed, marital status, sexual orientation, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

16. AUTHORITY. This Agreement is executed in accordance with the authority of RCW 70.48.090 and Chapter 39.34 RCW, the Interlocal Cooperation Act. The following information is given pursuant to the provisions of RCW 39.34.030:

- (a) The duration of this Agreement shall be January 1, 2017, through March 31, 2017;
- (b) The Benton County Sheriff shall be responsible for the administration of this Agreement as provided by Section 17 hereof.
- (c) The purpose of this Agreement is to permit the joint use of the Benton County jail for confinement of prisoners of the parties to the Agreement thereby promoting maximum use and efficiency of the Benton County jail;
- (e) This Agreement shall be administered as provided in Section 17 hereof;
- (f) Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this agreement shall remain the property of that party initially owning it.
- (g) Nothing in this Agreement shall preclude the City from maintaining and utilizing its own holding facilities.

17. ADMINISTRATION. This Agreement shall be administered by the Benton County Sheriff or the Contracting Officer.

18. REMEDIES. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent

to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

19. DURATION. This agreement shall be effective January 1, 2017, through March 31, 2017.

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Dated: 12-01-2016

BENTON COUNTY, WASHINGTON



SHON SMALL, Chairman.



JAMES BEAVER, Member.



JEROME DELVIN, Member.

Constituting the Board of
County Commissioners of Benton
County, Washington.

DATED: 12-1-2016

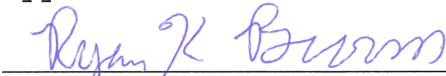
Attest: Carmen McGehee
Clerk of the Board

Approved as to Content:



STEVEN KEANE
Benton County Sheriff

Approved as to Form:



RYAN K. BROWN, Deputy
Prosecuting Attorney

Dated: _____

CITY OF RICHLAND, WASHINGTON

By: _____

Title: _____

Approved as to Form:

City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/06/2016

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from November 7, 2016 - November 25, 2016 for \$7,942,362.22 including Check Nos. 239575-239954, Wire Nos. 6294-6302, Payroll Check Nos. 112755-113271, and Payroll Wire/ACH Nos. 9683-9699

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from November 7, 2016, to November 25, 2016 in the amount of \$7,942,362.22.

Summary:

Breakdown of Expenditures:

Check Nos.	239575-239954	2,391,176.79
Wire Nos.	6294-6302	3,245,602.17
Payroll Check Nos.	112755-113271	22,640.24
Payroll Wires/ACH	9683-9699	2,282,943.02
TOTAL		\$7,942,362.22

Fiscal Impact:

Yes

Total Disbursements: \$7,942,362.22. Disbursements (wire transfers) include \$2,773,230.00 for purchase power.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
NOVEMBER 7, 2016 - NOVEMBER 25, 2016

Payee	Wire Description	Amount
Claim Wires - Wire No. 6294 to 6302		
Bonneville Power Administration	Purchase Power	2,773,230.00
Department of Licensing	Firearms Online Pmt for Concealed Licenses	579.00
HRA VEBA	IAFF VEBA	4,125.00
Richland Golf Management Corporation	Col. Pt. Operating Reimb	99,501.63
Zenith Administrators/Matrix	Insurance Claims	368,166.54
	Total Claim Wire Transfers	\$ 3,245,602.17
Payroll Wires & Direct Deposits (ACH) - Wire No. 9683 to 9699		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,282,943.02
	Total Claim & Payroll Wires/ACH	<u>\$ 5,528,545.19</u>

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



City Of Richland

VL-1 Voucher Listing

From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
BENTON COUNTY TREASURER		1016BC	239776	CRIME VICTIMS COMP BCDC-OCT 16	\$682.06
BURDEN, MICHELLE		16-407 BURDEN	239596	16-407 FED CDBG IDIS TRNG	\$508.60
CITY OF RICHLAND		110716	239797	RCC SHORTAGE-FITZPATRICK	\$20.00
		110716-		CASHIER SHORTAGE-GOMEZ	\$6.50
MANZO, ELENA		16-377 MANZO	239659	16-377 NWPPA TRAINING	\$787.31
MASON, CHRISTOPHER		16-340 MASON	239868	16-340 INSTRUCTOR DEV COURSE	\$709.05
RECWARE REFUND		102116	239676	REFUND DAMAGE DEPOSIT	\$200.00
		102816	239641	REFUND DAMAGE DEPOSIT	\$200.00
		110416	239672	REFUND COURSE FEE	\$29.75
		110416-2		REFUND COURSE FEE	\$29.75
WASHINGTON STATE TREASURER		1016WS	239942	FINES & FORFEITURES BC-OCT 16	\$36,193.52
WEBCHECK INC		5543	239717	WEBCHECK SRVC OCT 16	\$1,159.85
UNASSIGNED TOTAL ****					\$40,526.39
Division: 001 CITY COUNCIL					
BANK OF AMERICA		TXN00029452	239739	FRED-MEYER-CC-PFD-JNT MTG_10-3	\$46.84
		TXN00029543		Annex Office Supplies	\$31.42
		TXN00029561		ATOMIC SCREENPRINTING - UNITED	\$228.06
		TXN00029874		PAYPAL-TRIDEC-TPEKNPAW-SKENT	\$25.00
		TXN00029893		PAYPAL-TRIDEC LNCH-WSU-SKENT	\$25.00
		TXN00029900		HBA-ELECTED LDRS-SK-DR	\$50.00
CITY COUNCIL TOTAL ****					\$406.32
Division: 100 CITY MANAGER					
BANK OF AMERICA		TXN00029433	239739	FROST ME SWEET-CM-CC MO LNCH	\$31.24
		TXN00029455		YOKES WR-JAYERS_CK#12056	\$42.23
		TXN00029531		YOURMEMBER-CAREERS	\$775.00
		TXN00029569		TACO DEL MAR-EBURG TRNG-CR	\$9.71
		TXN00029589		INTERNATION-SUCCESSION SEMNR	\$149.00
		TXN00029828		FAT OLIVES-CM-CC MO LNCH	\$32.86
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$26.04
CITY MANAGER TOTAL ****					\$1,066.08
Division: 101 CITY CLERK					
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$3.95
CITY CLERK TOTAL ****					\$3.95
Division: 102 CITY ATTORNEY					
AMY J STEPHSON ATTORNEY AT LAW		110916	239735	HUMAN RESOURCES INVESTIGATION	\$11,747.99
BANK OF AMERICA		TXN00029597	239739	PACER - INFO CHARGES	\$28.00
BELL BROWN & RIO PLLC		803	239590	PROSECUTION SRVCS-NOV	\$21,667.70



City Of Richland

VL-1 Voucher Listing

From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MENKE JACKSON BEYER LLP		10/2016-065	239872	GENERAL (CITY ATTY)	\$957.20
		10/2016-068		SIGN CODE REVIEW	\$2,340.80
OGDEN MURPHY WALLACE, PLLC		729932	239669	PROFESSIONAL SERVICES- SEPT	\$1,557.16
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$8.35
PRONTO PROCESS SERVICE INC		PTO-2016008462	239898	MESSENGER SERVICE-OCTOBER	\$40.00
XEROX CORPORATION		086863498	239952	W7855PT BASE CHG/PRINTS-OCT	\$61.20
CITY ATTORNEY TOTAL ****					\$38,408.40
Division:	110	ASSISTANT CITY MANAGER			
BANK OF AMERICA		TXN00029506	239739	SPUDNUT SHOP-ERP CNSLTNT MTG	\$18.24
		TXN00029625		COSTCO-PICTS FOR DISP BD	\$65.09
		TXN00029631		HOBBY-LOBBY-PICT DISP BD	\$19.48
		TXN00029770		STAPLES-BALLOT BOXES	\$87.96
		TXN00029795		STAPLES-PPR CUTR-TAPE-SPLY	\$65.16
		TXN00029877		AWC-REGIONAL MTG-JMA-CREDIT	(\$45.00)
		TXN00029906		AWC-Regional Mtg-JMA	\$45.00
XEROX CORPORATION		086863498	239952	W7855PT BASE CHG/PRINTS-OCT	\$236.69
				W7855PT BASE CHG/PRINTS-OCT	\$60.29
ASSISTANT CITY MANAGER TOTAL ****					\$552.91
Division:	111	COMMUNICATIONS & MARKETING			
BANK OF AMERICA		TXN00029417	239739	FACEBK GMY94A6KW2	\$15.00
		TXN00029418		SMARTSHEET-SUBSCRIPTION	\$61.91
		TXN00029421		SHUTTERSTOCK-STK-365-IMGS	\$29.00
		TXN00029572		STAPLES-TONER-YELLOW_10-10	\$237.77
		TXN00029633		TC RGNL-CHMBR-CREATE-COMM-HL	\$22.00
		TXN00029697		AMAZON-BKDROP-TRADESHW-DISP	\$109.99
		TXN00029714		PAYPAL 3CMA-HLOGAN	\$390.00
		TXN00029737		COSTCO.COM-MANFROTTO-TRIPOD	\$108.59
		TXN00029757		UPS-CAMRA-SENT4 REPAIR	\$26.65
		TXN00029804		ROASTERS COFEE-EE NWSLTR	\$50.00
		TXN00029844		STAPLES-CYAN TONER	\$237.77
		TXN00029875		ZTOONE COM-FLYER	\$143.95
		TXN00029881		GRAZE-DNR-TOWN-HALL-CREW	\$68.47
		TXN00029901		ADOBE-STOCK SUBSCRPTN-SEPT	\$32.57
		TXN00029902		SMARTSHEET-SUBSCRIPTN-CMO	\$61.91
CITY OF RICHLAND		16-302 MACHART	239798	16-302 ADOBE MAX CONFERENCE	\$190.00
MACHART, KELLY		102716	239657	REIMBURSE TOWN HALL EXPENSE	\$23.96
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$538.79
XEROX CORPORATION		086863516	239952	D95 PRINT SHOP BASE/COPIES-OCT	\$384.40
		086863517		C75 PRINT SHOP-FIERY-OCTOBER	\$140.31
		086863518		C75 PRINT SHOP BASE/COPIE-OCT	\$425.01



City Of Richland

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From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COMMUNICATIONS & MARKETING TOTAL ****					\$3,298.05
Division:	112	CABLE COMMUNICATIONS			
BANK OF AMERICA		TXN00029858	239739	CAN CANONUSA-CAMRA-REPAIR	\$242.18
HALL, JAMES H	P057179	TOWN HALL 2016	239843	PROFESSIONAL SERVICES AS MODER	\$400.00
OMNIMUSIC	S017164	25453	239670	BLANKET LICENSE FEE FOR 2016	\$1,075.00
SIGHT & SOUND SERVICES	P057151	7914	239692	PROFESSIONAL AUDIO SERVICES FO	\$500.00
VECTOR BROADCAST LLC	S016713	4069	239713	QUARTERLY MAINTENANCE FOR CABL	\$1,859.78
CABLE COMMUNICATIONS TOTAL ****					\$4,076.96
Division:	113	HANFORD COMMUNITIES			
BANK OF AMERICA		TXN00029478	239739	OFFICE DEPOT-LABELS5160	\$90.11
		TXN00029550		RED LION-HC LNCH MTG	\$99.30
		TXN00029726		WM SYMPOSIA INC-REG	\$1,070.00
		TXN00029850		PAYPAL -TRIDEC-WSU-PBROWN	\$25.00
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$2.79
XEROX CORPORATION		086863498	239952	W7855PT BASE CHG/PRINTS-OCT	\$61.20
HANFORD COMMUNITIES TOTAL ****					\$1,348.40
Division:	120	FIRE			
BANK OF AMERICA		TXN00029465	239739	SAFEWAY - REHAB SUPP'S	\$84.28
		TXN00029491		AMAZON - ELECTRONIC FLARES	\$51.68
		TXN00029533		IFSFI - TRNG OFFR CLASS BOOK	\$94.45
		TXN00029537		IMS ALLIANCE - COMMAND BOARDS	\$162.63
		TXN00029539		VARIDESK - STANDING DESKS	\$495.00
		TXN00029581		GOTOCITRIX - GOTO MTG FEES	\$355.77
		TXN00029591		AMAZON - HDMI CABLE	\$11.61
				AMAZON - CAR WASH	\$16.48
				AMAZON - LIGHT BULBS	\$14.11
		TXN00029593		AMAZON - SOFTSOAP	\$18.99
		TXN00029608		CHARTER - STA INTERNET	\$322.72
		TXN00029622		RED WING SHOE - MINTER BOOTS	\$249.13
		TXN00029623		AMAZON - COIN BATTERIES	\$5.34
		TXN00029656		AMAZON - MOP HEADS, WINDEX	\$83.80
		TXN00029661		BASECAMP - OCT SUB FEES	\$54.30
		TXN00029670		STAPLES - PAPER, DESK PADS	\$105.61
		TXN00029701		DIGITAL COMBUSTION-SOFTWARE	\$1,175.00
		TXN00029703		NUSHOE - HAIX BOOT RESOLE	\$90.00
		TXN00029769		AMAZON - ORDER NOT REC'D	(\$83.80)
		TXN00029818		AMAZON - IPHONE AUTO CHRGR	\$15.19
CASCADE FIRE EQUIPMENT CORP DBA	P057089	119181	239598	SHIPPING FEES	\$43.21
	P057089			#MI-320-3-E, ARGUS MI-TIC-E	\$11,007.70
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$4,270.14



City Of Richland

VL-1 Voucher Listing

From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$1.15
SEA WESTERN INC	P057017	194387	239689	SHIPPING	\$37.98
	P057017			LION PROTECTS COMMANDER ACE	\$172.67
FIRE TOTAL ****					\$18,855.14
Division:	130	POLICE			
AMERICAN MESSAGING SERVICES LLC		W4100724QK	239576	PAGER RENTAL NOVEMBER 2016	\$47.83
BANK OF AMERICA		TXN00029438	239739	SIRCHIE FINGER PRINT LABO -MET	\$562.43
		TXN00029439		STAPLES - ACCU2 STAMP	\$11.39
		TXN00029440		STAPLES - PAPER/ENDTABS/PENS	\$226.87
		TXN00029441		STAPLES - COPY STAMP	\$11.73
		TXN00029473		WAL-MART- WATER/ICE TRAINING D	\$35.46
		TXN00029482		STEEBERS LOCK SERVICE - KEY DU	\$14.06
		TXN00029483		INTL TRANSACTION/PASSMARK SOFT	\$6.39
		TXN00029485		EXTENDER PARTNERS - SEAT BELT	\$19.95
		TXN00029486		WALMART - CLEANING SUPPLIES/SH	\$65.00
		TXN00029489		NIKE.COM - BOOTS GILBERT	\$160.73
		TXN00029490		PASSMARK SOFTWARE/SOFTWARE FOR	\$799.00
		TXN00029497		AMAZON -NB-11L BATTERY CHARGER	\$38.85
		TXN00029522		AMAZON -USB TRANSFER CABLES	\$17.37
		TXN00029523		BLADE TECH/MOLLE HOLSTER FOR G	\$69.66
		TXN00029526		GRIGGS ACE RICHLAND - BUTANE C	\$3.79
		TXN00029527		HARRIS BI PODS - BIPOD	\$145.25
		TXN00029548		THE HOME DEPOT -BUTANE CARTRID	\$5.40
		TXN00029549		Targets Online - RANGE TARGETS	\$87.72
		TXN00029553		STAPLES - LABELWRITER/LABELS	\$278.04
		TXN00029563		UPS 0000002654EE416	\$49.91
		TXN00029610		HOTELS.COM - CROSKREY HOTEL 16	\$100.37
		TXN00029632		UNCOMMON BREED - 6 POLOS BOMB	\$156.58
		TXN00029644		DELTA AIR Baggage Fee - COBB	\$25.00
		TXN00029655		AMAZON - MENS BOOTS DORKO	\$234.57
		TXN00029657		SQ POWER CAB#37 DRIVER - COBB	\$17.40
		TXN00029678		NIKE.COM - Credit	(\$152.04)
		TXN00029690		UPS 0000002654EE426	\$28.63
		TXN00029698		VTs SAN DIEGO DRIVER - COBB 16	\$18.10
		TXN00029717		OFFICE DEPOT -BINDER	\$27.14
		TXN00029718		DELTA AIR Baggage Fee - COBB	\$25.00
		TXN00029719		TAXI CAB SERVICE - COBB 16-336	\$13.60
		TXN00029728		EAR HERO SALES - REPL COILED C	\$628.79
		TXN00029731		GALLS - LEATHERMAN RAPTOR SHEA	\$310.77
		TXN00029744		STAPLES - PAPER/PENS/NOTEPADS/	\$796.21
		TXN00029763		THE HOME DEPOT- CABLE TIES/PAT	\$143.67



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From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00029772	239739	OFFICE DEPOT -USB HUB/HEADPHON	\$21.71
		TXN00029790		GALLS - TACLITE PRO PANTS	\$55.59
		TXN00029806		GALLS - MAXPEDITION FR 1 POUCH	\$46.03
		TXN00029807		AMAZON.COM AMZN.COM/BILL - Cre	(\$228.57)
		TXN00029813		UPS 0000002654EE436	\$21.33
		TXN00029821		URM CASH N CARRY - SPOONS	\$4.12
		TXN00029822		STAPLES - FORKS/SPOONS	\$56.82
		TXN00029829		SUNWEST SPORTSWEAR - SCARVES/H	\$1,304.67
		TXN00029830		OFFICE DEPOT - DIVIDERS	\$28.19
		TXN00029835		DELL-USB SOUNDBAR	\$28.50
		TXN00029839		LN CURTIS - ARMOR CARRIER	\$27.69
		TXN00029856		GUNARAMA WHOLESALE I - MEYER D	\$73.21
		TXN00029857		AMAZON.COM - BOOTS COBB	\$206.15
		TXN00029861		SIRCHIE FINGER PRINT LABO - EV	\$174.99
		TXN00029891		AMAZON - AIR PURIFIER/GUN SOCK	\$232.91
		TXN00029892		COSTCO - CANDY FOR UPTOWN HALL	\$179.88
		TXN00029895		AMAZON - ELECTRONIC SCALE	\$404.58
		TXN00029897		UNDER ARMOUR -BOOTS CODE/EVIDE	\$521.24
		TXN00029908		THE HOME DEPOT - SLIM JIM CANS	\$113.93
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$2,801.87
		16-340 MASON	239798	16-340 CJTC INSTR DEV COURS	\$709.05
GALLS, LLC	P056987	BC0329370	239635	SEW PATCH ON LEFT SHOULDER	\$2.17
	P056987			SEW PATCH ON RIGHT SHOULDER	\$2.17
	P056987			HASHMARK EMBLEMS - SERVICE STR	\$5.43
	P056987			SR612 MDNV 2X MENS LS TWILL CL	\$54.29
	P056987			1/2 IN NAMESTRIP MONOGRAM "KAN	\$2.17
	P056987			SH086 DKNV 185 37 TEXTROP LS	\$97.63
	P056987			LAPD 100% WOOL LS SHIRT SH477	\$100.94
	P056987			SHIPPING	\$23.74
	P056987			5.11 ATAC 8IN ZIPPER BOOT SP58	\$108.59
	P056987			TR666 MDNV 38 OB MENS TWILL PD	\$162.87
	P056987			SH084 DKNV 2X REG TEXTROP S/S	\$43.39
	P056987			SEW PATCH ON LEFT SLEEVE	\$1.09
	P056987			SEW PATCH ON RIGHT SLEEVE	\$1.09
	P056987			SEW PATCH ON RIGHT SHOULDER	\$1.09
	P056987			ADJUST FOR TAX	\$0.01
	P056987			SEW PATCH ON RIGHT SHOULDER	\$1.09
	P056987			EX6378 SEW ON SHIELD TO LEFT S	\$1.09
	P056987			SEW ON PATCH TO RIGHT SLEEVE	\$1.09
	P056987			SEW PATCH ON LEFT SHOULDER	\$1.09
	P056987			1/2 IN NAMESTRIP MONOGRAM "KAN	\$2.17



City Of Richland

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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GALLS, LLC	P056987	BC0329370	239635	SR611 MDNV 2X LNG MENS SHORT	\$54.29
	P056987			SEW PATCH ON LEFT SHOULDER	\$1.09
	S017103	BC0329416		UE585 WHBK POL HERO'S PRIDE	\$4.33
	S017103			UA528 WHBK POL HERO'S PRIDE	\$6.52
	P057046	BC0336367	239839	SHIPPING	\$13.44
	P057046			CM273 14 OZ FIRE EXTINGUISHER	\$122.18
	P057070	BC035401	239635	RS352 HOBBLE 48 FLAT WEBBING	\$93.88
	P057070			UA632 SERVICE STRIPES LAPD SIL	\$81.45
	P057070			TR980 KHA 04 LNG TACTICAL WOME	\$81.44
	P057070			HS098 PD GALL BARRIER TAPE-TIT	\$75.97
	P057070			ZT10 HANDCUFF KEY WITH SWIVEL	\$48.82
	P057070			SHIPPING	\$39.09
	P057070			GL402 BLK LG GENERAL TACTICAL	\$30.40
	P057070			TR618 NAV 36 OB MENS POLY/WOOL	\$97.69
	P057070			TR980 KHA 16 LNG TACTICAL WOME	\$81.44
GUNARAMA WHOLESALE INC	P057041	885782	239639	GLOCK GEN4 G17, 9MM 4.5" WITH	\$444.17
	P057041			FREIGHT	\$27.15
	P057041	887004		SAFARILAND M73 OPEN TOP DOUBLE	\$21.99
	P057041	888631		SAFARILNAD M6360 MID RIDE DUTY	\$106.59
KADLEC REGIONAL MEDICAL CENTER		0001604057	239652	SCHULER MED CLRNC 16-18485	\$70.75
		000188789		MCBRIDE MED CLRNC 16-17928	\$295.91
		000570374		FEMREITE MED CLRNC 16-16709	\$295.91
		001330695		BURK MED CLRNC 16-17357	\$199.94
		001524741		CHURCH MED CLRNC 16-18229	\$284.84
		100329078		STAR MED CLRNC 16-18062	\$105.20
LARSEN GUNSMITHING & FIREARMS	P057074	8954	239655	38CL63BK STRIKE PLATFORM MOLLE	\$47.57
	P056286	8962	239862	SOCOM762-MINI2-BK SUREFIRE	\$1,058.85
MASON, CHRISTOPHER		16-340 MASON	239868	16-340 CJTC INSTR DEV COURS	\$0.05
NELSON, MATT		16-367 NELSON	239884	16-367 CISM	\$42.00
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$309.68
PROFORCE MARKETING INC DBA	P057075	288857	239679	#11504 TSR HLST X26P BLACKHAWK	\$58.52
	P057143	291121		26700 TSR X26 DIGITAL POWER MA	\$161.77
	P057143			#26701 TSR X26 EXTENDED DPM BA	\$92.20
RIVER CITY TOWING INC		15076	239685	TOW CHARGE	\$48.87
		15080		TOW CHARGE	\$48.87
TRANS UNION RISK & ALTERNATIVE DATA		10/16-204527	239932	RPD RECORDS SEARCH - OCTOBER	\$111.00
XEROX CORPORATION		086863506	239952	W7225PT BASE CHR/PRINTS-OCT	\$228.65
		086863508		W7225PT BASE CHR/PRINTS-OCT	\$138.29
		086863509		W7855PT BASE CHG/PRINTS-OCT	\$369.90
		086863510		W7845PT BASE CHG/PRINTS-OCT	\$212.95
POLICE TOTAL ****					\$18,041.36



City Of Richland

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From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division:	210	ADMINISTRATIVE SERVICES			
BANK OF AMERICA		TXN00029505	239739	STAPLES-PENS	\$11.18
		TXN00029507		DUPUS-ASD LUNCH MTG-CK/JD/CJ/R	\$83.31
		TXN00029782		ISLA BONITA-ASD/ENG SERV OPER/	\$29.02
THE MEJORANDO GROUP	S016356	40-2016	239700	CONSULTANT FOR EXECUTIVE COACH	\$500.00
ADMINISTRATIVE SERVICES TOTAL ****					\$623.51
Division:	211	FINANCE			
ALLIED ENVELOPE	P057183	173311	239732	ADJUST FOR TAX	\$0.01
	P057183			INSIDE DELIVERY & STACKING OF	\$59.72
	P057183			UTILITY BILLING STATEMENT, 20#	\$406.98
	P057183	173313		ADJUST FOR TAX	(\$0.01)
	P057183			INSIDE DELIVERY & STACKING OF	\$59.74
	P057183			WINDOW ENVELOPE, REVERSE FLAP,	\$620.92
	P057183	173314		RETURN ENVELOPE WITH SECURITY	\$759.66
	P057183			INSIDE DELIVERY & STACKING OF	\$59.72
	P057183			PRICE ADJUSTMENT	\$0.01
BANK OF AMERICA		TXN00029429	239739	GFOA-GAAP UPDATE WEBINAR-PORTC	\$140.00
		TXN00029434		GFOA-GAAP UPDATE WEBINAR-COLEM	\$125.00
		TXN00029435		GFOA-GAAP UPDATE WEBINAR-KISON	\$125.00
		TXN00029443		GFOA-GAAP UPDATE WEBINAR-SUCHY	\$125.00
		TXN00029444		GFOA-GAAP UPDATE WEBINAR-ALLEN	\$125.00
		TXN00029505		STAPLES-FILES/NOTEBOOK/HI-LITE	\$144.94
				STAPLES-TONER/PENS/PAPER	\$603.65
		TXN00029755		STAPLES-FINANCE PAPER/BANKER B	\$271.62
		TXN00029826		VARIDESK - CREDIT FOR STAND DE	(\$495.00)
COLLECTORSOLUTIONS INC		2016616	239801	MERCHANT SRVC CHRGS OCT 16	\$32,666.94
COLUMBIA INDUSTRIES SUPPORT LLC		0037190	239803	ON SITE SHREDDING WO #0055311	\$32.13
		0039516		ON SITE SHREDDING WO #0059097	\$1,086.31
GARDA CL NORTHWEST INC		10246984	239840	ARMORED CAR SRVCS OCT 2016	\$435.20
		20189514		EXCESS LIABILITY OCT 2016	\$383.76
GOVERNMENT FINANCE OFFICERS ASN		0102683/2016	239637	GFOA 10/16-9/30/17 DUES-KISON	\$150.00
MID COLUMBIA ENGINEERING INC	S016917	ST008929	239665	MELISSA HECKMAN, ACCOUNTING	\$1,012.50
	S016917	ST008944	239875	MELISSA HECKMAN, ACCOUNTING	\$1,080.00
PITNEY BOWES INC		1002373667	239895	POSTAGE METER-INK	\$603.40
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$2,691.75
				POSTAGE 10/01/16 TO 10/31/16	\$840.55
POSTMASTER		PERMIT 153-11/01	239678	POSTAGE 10/18-11/01/16	\$6,863.65
REDSSON LTD		194042	239902	PORTAL SERVICE LOCATES-OCT	\$258.00
RETAIL LOCKBOX INC		16104812	239681	UB PYMT PROCESSING OCT 2016	\$2,191.33
XEROX CORPORATION		086863511	239952	W7855PT BASE CHG/PRINTS-OCT	\$363.14



City Of Richland

VL-1 Voucher Listing

From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FINANCE TOTAL ****					\$53,790.62
Division:	212	PURCHASING			
BANK OF AMERICA		TXN00029640	239739	AMAZON/DATE STAMPS,CALENDAR	\$81.58
		TXN00029683		OFFICE DEPOT/DESKPAD,DUSTER,HI	\$65.00
		TXN00029760		TRAVEL INSURANCE POLICY WANIGP	\$21.00
		TXN00029800		ALASKA AIR 0272125745994 - WA	\$218.20
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$760.94
MID COLUMBIA ENGINEERING INC	S016902	ST008928	239665	RACHAEL BALTHAZOR - BUYER 1	\$712.80
	S016902	ST008943	239875	RACHAEL BALTHAZOR - BUYER 1	\$1,188.00
ORKIN EXTERMINATING INC	S016751	134969880	239671	PEST CONTROL SERVICES FOR BLDG	\$27.15
	S016751			PEST CONTROL SERVICES FOR BLDG	\$27.15
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$1.62
XEROX CORPORATION	S016754	086863513	239723	XEROX 7855 LEASE AND COPY CHAR	\$233.45
PURCHASING TOTAL ****					\$3,336.89
Division:	213	INFORMATION TECHNOLOGY			
APOLLO SHEET METAL INC	P057124	940001249	239582	HVAC REPAIR, HVAC POWER EXHAUS	\$295.94
BANK OF AMERICA		TXN00029468	239739	DELL -DELL 22 MONITOR	\$1,767.90
		TXN00029479		TARGET -BATTERY RPLCMT MNTG SU	\$11.15
		TXN00029496		VUE COMPTIA CERT TEST - Purcha	\$285.00
		TXN00029691		AQUAFOREST/SUPPORT 10/17/16-10	\$6,510.57
		TXN00029695		NEWEGG-Laptop/ Surface Pro	\$5,249.95
		TXN00029707		NEWEGG-WIFI ADAPTER	\$13.99
		TXN00029709		NEWEGG-BLACK HDMI ADAPTER	\$47.85
		TXN00029729		GODADDY-CORCOMPASS DOMAIN RNWL	\$18.65
		TXN00029809		VUE IT CERTIFICATION-COMTIA NW	\$245.00
		TXN00029811		AMAZON MKTPLACE PMTS -SCREEN P	\$429.80
		TXN00029843		AMAZON -ADAPTER HUB	\$31.68
		TXN00029847		Rakuten-BACKLIT KEYBOARD COVER	\$299.70
CASELLE INC	P056083	76640	239599	ANIMAL LICENSING MONTHLY LICEN	\$169.33
CERIUM NETWORKS INC	P057005	057283	239601	CATAYLSTS PER CISCO-WSCA/NASPO	\$29,878.58
DELL COMPUTER CORPORATION	P057068	XK1XR9933	239617	LAPTOP, DELL LATITUDE 14 RUGGE	\$3,621.68
	P057105	XK22949F8		DELL OPTIPLEX Micro Vertical S	\$61.64
	P057105	XK22KPFC1		ADJUST FOR TAX	(\$0.01)
	P057105			OptiPlex 7040 MFF	\$3,025.25
	P057122	XK235NM73	239814	HD GRAPHICS CARD, VISION TEK A	\$740.28
	P057123	XK23P7493		TOWER, DELL OPTIPLEX 7040 MT	\$2,646.05
	P057121	XK23P7514		TOWER, DELL OPTIPLEX 7040 SFF	\$4,103.89
	P057119	XK2411M41		LAPTOP, DELL LATITUDE E7470	\$1,704.86
MOBILEGUARD, INC	P056351	09988	239667	MobileGuard's NetGuard Softwar	\$1,130.00
TECH POWER SOLUTIONS INC	P057113	53036	239699	Hewlett Packard Enterprise	\$9,679.26



City Of Richland

VL-1 Voucher Listing

From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TECH POWER SOLUTIONS INC	P057106	53053	239699	HP Enterprise FIRESIGHT Hardwa	\$5,937.98
XEROX CORPORATION		086863503	239952	W7855PT BASE CHG/PRINTS-OCT	\$185.16
ZAYO GROUP HOLDINGS INC DBA	P056100	11/2016 008113	239725	INTERNET SERVICES CHARGES PAID	\$859.44
INFORMATION TECHNOLOGY TOTAL ****					\$78,950.57
Division:	220	HUMAN RESOURCES			
ANOVAWORKS		1090	239736	ANNUAL AUDIOGRAMS	\$1,107.00
BANK OF AMERICA		TXN00029461	239739	STAPLES-5 BOXES PAPER	\$196.57
		TXN00029471		BATTERIES PLUS-SMALL BATTERIES	\$17.33
		TXN00029532		STAPLES-LASER POINTER/PENS/TAP	\$69.95
		TXN00029577		STAPLES-OE MAILING SUPPLIES	\$121.60
		TXN00029587		STAPLES-POST ITS/PENS/HIGHLIGH	\$56.94
		TXN00029602		STAPLES-HDMI CABLE	\$21.71
		TXN00029615		STAPLES-REFUND WRONG ITEM	(\$14.22)
		TXN00029620		STAPLES-POST ITS	\$14.22
		TXN00029630		LU LU RESTAURANT-IBEW LUNCH	\$54.70
		TXN00029672		SUBWAY-OE PREP WRKING MTG	\$48.06
		TXN00029675		WAL-MART-OE MEETING SUPPLIES	\$64.43
		TXN00029736		LINKEDIN--ACCTG-SPCLST	\$66.96
		TXN00029779		STAPLES-NUM PAD FOR LAPTOP	\$23.88
		TXN00029789		GFOA-AD-ACCOUNTANT	\$150.00
		TXN00029815		LINKEDIN-ACCTG SPCLST	\$33.04
		TXN00029819		STAPLES-MAILING LABELS	\$48.76
		TXN00029827		STAPLES-MAILING LABELS	\$58.09
		TXN00029832		AMAZON-BILL LEGAL PADS	\$79.98
		TXN00029859		STAPLES-WIRELESS MOUSE	\$16.82
		TXN00029864		VARIDESK-3 STANDING DESKS-LP/R	\$1,485.00
BI STATE OCCUPATIONAL SAFETY & HEALTH		3251-B	239780	DOT PRE EMP PHYSICALS	\$50.00
COLUMBIA INDUSTRIES SUPPORT LLC		0041421	239803	ON SITE SHREDDING WO #0062782	\$28.05
EMPLOYMENT SCREENING SERVICES, INC		36601641944	239823	BACKGROUND/REFERENCE CHECKS	\$57.00
FEDERAL EXPRESS CORP		5-230-59233	239830	HR SHIPPING 11/13/15	\$11.66
		5-260-07481		HR SHIPPING 12/11/15	\$8.30
		5-378-03110		HR SHIPPING 4/4/16	\$6.87
		5-408-21262		HR SHIPPING 4/25/16	\$13.13
		5-423-47684		HR SHIPPING 5/12/16	\$6.55
		5-452-52894-		HR SHIPPING 6/10 - 6/14/16	\$18.99
		5-460-06389		HR SHIPPING 6/15/16	\$6.59
INDUSTRIAL HEARING SERVICE INC	P056989	16617	239849	2016 HEARING CONSERVATION	\$1,470.00
MID COLUMBIA ENGINEERING INC	S016901	ST008931	239665	LORI HENDERSON - CLERICAL ASSI	\$477.90
	S016901	ST008946	239875	LORI HENDERSON - CLERICAL ASSI	\$603.45
MOON, TAE-IM PHD		110316	239883	PSYCH EVALUATION-BUSTER	\$800.00
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$896.33



City Of Richland

VL-1 Voucher Listing

From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TALENT WISE INC		95636573	239919	BACKGROUND CHECKS-OCTOBER	\$136.96
TOTAL COLLISION AND INJURY CARE LLC		1120	239927	DOT PHYSICALS	\$300.00
TRANS UNION LLC		10651072	239931	CREDIT REPORTS-OCTOBER	\$54.30
XEROX CORPORATION		086863503	239952	W7855PT BASE CHG/PRINTS-OCT	\$3.42
	P056238	086863512		LEASE FEES 2016 #W7855PT	\$905.41
YAKIMA WORKER CARE PLLC		18073	239724	DOT PHYSICAL- STEARNS	\$150.00
HUMAN RESOURCES TOTAL ****					\$9,725.73
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
BANK OF AMERICA		TXN00029498	239739	DICKEYS BARBECUE -COUNCIL WORK	\$215.03
		TXN00029518		DOMINO'S-COMP.PLAN MTG	\$40.51
		TXN00029536		GRAZE-COMP. PLAN MEETINGS	\$50.62
		TXN00029635		STAPLES - HIGHLIGHTERS, MOUSE,	\$56.39
		TXN00029680		HAMPTON INNS-TRIP # 16-414, K.	\$360.74
		TXN00029834		PAYPAL-TRIDEC-PEKNPAW-KJ	\$25.00
		TXN00029850		PAYPAL -TRIDEC-WSU-KJENSEN	\$25.00
TRI CITY REGIONAL CHAMBER OF COMMERCE		45316	239709	TC CHAMBER LUNCHEON-JENSEN	\$22.00
WASHINGTON CITIES INSURANCE AUTHORITY		101411	239716	NOTARY BOND-LYNNE FOLLETT	\$40.00
WASHINGTON STATE TREASURER		NOTARY-LFOLLETT	239620	NOTARY APPLICATION-LFOLLETT	\$30.00
XEROX CORPORATION		086863499	239952	W7855PT BASE CHG/PRINTS-OCT	\$100.17
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$965.46
Division:	301	DEVELOPMENT SERVICES			
ABADAN INC		CNIN123989	239729	XEROX6605 MAINT 10/23-11/22/16	\$128.30
BANK OF AMERICA		TXN00029427	239739	BEN WEESE AND ASSOC-PLAN ANALY	\$605.00
		TXN00029430		RED LION HOTEL - TRIP#16-416,	\$123.64
		TXN00029476		ACTION REG. INC. - PNT. TECH C	\$325.00
		TXN00029493		CAMPBELLS LODGE - PMT TECH CON	\$351.40
		TXN00029546		VARIDESK - ANDERSON	\$395.00
		TXN00029668		APA - MEMBERSHIP, S.ONEILL	\$338.00
		TXN00029793		BEN WEESE AND ASSOC -CODE SOFT	\$850.00
		TXN00029871		SERVERSUPPL - SINGLE FOOTSTAND	\$200.00
		TXN00029879		INN AT THE CONV CTR-TRIP#16-42	\$242.14
CITY OF RICHLAND		16-424 SIMON	239606	16-424 WA/OR APA CONFERENCE	\$326.36
MCLEAN LAW OFFICE		C178-14/AUG-OCT16	239663	C178-14 HEARING EXAMINER SRVCS	\$8,793.75
MENKE JACKSON BEYER LLP		10/2016-019	239872	CANYON CREEK REVIEW	\$916.50
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$0.47
				POSTAGE 10/01/16 TO 10/31/16	\$112.62
SOUTHWEST WASHINGTON CHAPTER ICC		RUSSELL2016	239695	CERTIFICATION TRIP 16-379	\$290.00
WATER SOLUTIONS INC		14658	239943	3 WTR MACHINES - NOVEMBER 2016	\$39.63
				3 WTR MACHINES - NOVEMBER 2016	\$16.29
XEROX CORPORATION		086863499	239952	W7855PT BASE CHG/PRINTS-OCT	\$100.16



City Of Richland

VL-1 Voucher Listing

From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		086863501	239952	W7225PT BASE CHRG/PRINTS-OCT	\$69.64
DEVELOPMENT SERVICES TOTAL ****					\$14,223.90
Division:	302	REDEVELOPMENT			
BANK OF AMERICA		TXN00029546	239739	VARIDESK - THOMAS	\$395.00
		TXN00029761		OFFICE DEPOT-RPLC CHAIR	\$271.49
		TXN00029768		STAPLES - PENS,STAPLER,MOUSE	\$101.29
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$11.20
XEROX CORPORATION		086863499	239952	W7855PT BASE CHG/PRINTS-OCT	\$100.17
REDEVELOPMENT TOTAL ****					\$879.15
Division:	303	LIBRARY			
BANK OF AMERICA		TXN00029422	239739	INGRAM BOOKS	\$47.07
		TXN00029426		BAKER & TAYLOR BOOKS	\$151.96
		TXN00029432		INGRAM BOOKS	\$226.54
		TXN00029445		AMAZON DVD	\$34.47
		TXN00029446		INGRAM DATABASE ACCESS	\$300.00
		TXN00029447		INGRAM BOOKS	\$268.33
		TXN00029449		BUSINESS MODEL MTG 09/30/16	\$44.91
		TXN00029451		INGRAM BOOKS	\$164.13
		TXN00029459		AMAZON BOOKS	\$14.62
		TXN00029464		INGRAM BOOKS	\$77.27
		TXN00029467		LAMINATE	\$254.46
		TXN00029469		INGRAM BOOKS	\$1,308.83
		TXN00029487		INGRAM BOOKS	\$17.38
		TXN00029494		INGRAM BOOKS	\$60.90
		TXN00029501		INGRAM BOOKS	\$176.19
		TXN00029513		INGRAM BOOKS	\$50.00
		TXN00029514		INGRAM BOOKS	\$110.88
		TXN00029515		VELCRO	\$33.66
		TXN00029516		INGRAM BOOKS	\$238.23
		TXN00029520		INGRAM BOOKS	\$299.53
		TXN00029524		INGRAM BOOKS	\$116.61
		TXN00029525		INGRAM BOOKS	\$315.13
		TXN00029542		INGRAM BOOKS	\$27.18
		TXN00029551		INGRAM BOOKS	\$64.27
		TXN00029567		INGRAM BOOKS	\$1,039.35
		TXN00029570		INGRAM BOOKS	\$130.07
		TXN00029588		INGRAM BOOKS	\$132.86
		TXN00029590		INGRAM BOOKS	\$250.39
		TXN00029595		INGRAM BOOKS	\$160.11
		TXN00029600		INGRAM BOOKS	\$187.47



City Of Richland

VL-1 Voucher Listing

From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00029601	239739	INGRAM BOOKS	\$27.74
		TXN00029604		TAPE, GLOVES, CALENDARS	\$341.56
		TXN00029611		OVERDRIVE DIGITAL BOOKS	\$668.26
		TXN00029616		INGRAM BOOKS	\$69.65
		TXN00029621		FASTENERS	\$10.31
		TXN00029627		INGRAM BOOKS	\$60.90
		TXN00029628		INGRAM BOOKS	\$85.59
		TXN00029636		INGRAM BOOKS	\$75.15
		TXN00029651		INGRAM BOOKS	\$278.92
		TXN00029652		INGRAM BOOKS	\$91.55
		TXN00029653		PLANNER, TAPE	\$57.72
		TXN00029671		PAPER	\$157.25
		TXN00029673		INGRAM BOOKS	\$38.63
		TXN00029681		BOOKMARKS	\$225.19
		TXN00029689		INGRAM BOOKS	\$67.80
		TXN00029699		INGRAM BOOKS	\$240.71
		TXN00029700		INGRAM BOOKS	\$1,255.82
		TXN00029702		WATER, SPACE HEATERS	\$212.25
		TXN00029711		INGRAM BOOKS	\$145.13
		TXN00029712		INGRAM BOOKS	\$60.93
		TXN00029735		INGRAM BOOKS	\$47.01
		TXN00029740		INGRAM BOOKS	\$120.89
		TXN00029741		INGRAM BOOKS	\$388.97
		TXN00029749		OVERDRIVE DIGITAL BOOKS	\$160.00
		TXN00029756		OVERDRIVE DIGITAL BOOKS	\$7.99
		TXN00029766		BUSINESS MODEL MTG 10/22/16	\$42.61
		TXN00029776		STAFF RM & MEETING SUPPLIES	\$74.41
		TXN00029777		INGRAM BOOKS	\$36.04
		TXN00029786		INGRAM BOOKS	\$149.72
		TXN00029788		WINE COUNTRY LIBRARIANS MTG 10	\$50.80
		TXN00029794		INGRAM BOOKS	\$83.87
		TXN00029816		INGRAM BOOKS	\$652.95
		TXN00029823		BOOK MARKS	\$308.80
		TXN00029824		INGRAM BOOKS	\$209.83
		TXN00029833		THOMSON WEST BOOKS	\$374.69
		TXN00029838		INGRAM BOOKS	\$150.01
		TXN00029841		RECORDED BOOKS AUDIO	\$52.83
		TXN00029852		RECORDED BOOKS AUDIO	\$22.65
		TXN00029855		INGRAM BOOKS	\$57.91
		TXN00029868		HOTEL LA TRP # 16-363	\$360.30
		TXN00029870		INGRAM BOOKS	\$77.94



City Of Richland

VL-1 Voucher Listing

From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00029878	239739	INGRAM BOOKS	\$86.19
		TXN00029882		INGRAM BOOKS	\$125.00
		TXN00029887		INGRAM BOOKS	\$24.48
		TXN00029898		INGRAM BOOKS	\$289.78
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$4,133.36
		16-363 ADAMS	239798	16-363 WALE CONFERENCE	\$260.64
DESIGN WEST ARCHITECTS	P057191	16086/1	239817	DESIGN SERVICES LIBRARY MAKERS	\$1,965.00
MOKLER, EARLENE		16-364 MOKLER	239880	16-364 WALE CONFERENCE	\$90.00
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$503.80
XEROX CORPORATION		086863520	239952	W7225PT BASE CHG/PRINTS-OCT	\$316.17
		086863521		W7225PT BASE CHG/PRINTS-OCT	\$171.65
		086863522		W7225PT BASE CHG/PRINTS-OCT	\$160.48
		086863523		W7225PT BASE CHG/PRINTS-OCT	\$316.85
LIBRARY TOTAL ****					\$22,347.48
Division:	330	PARKS & RECREATION ADMIN			
BANK OF AMERICA		TXN00029450	239739	YOKE'S FRESH MARKET - CORCH ME	\$96.27
		TXN00029453		FRED-MEYER #0286 - LUNCH FOR I	\$7.07
		TXN00029457		YOKE'S FRESH MARKET - INTERVIE	\$124.14
		TXN00029470		LU LU CRAFT BAR & KI - CORCH B	\$162.97
		TXN00029512		STAPLES - OFFICE SUPPLIES	\$102.01
		TXN00029708		AMERICAN PLANNING ASSOCI - JOE	\$613.00
		TXN00029797		JIMMY JOHNS - 1702 - M - CORCH	\$124.67
		TXN00029799		STARBUCKS STORE 14483 - CORCH	\$17.32
		TXN00029853		DESIGN BUILD INST 2 - TUITION	(\$350.00)
WA STATE DEPARTMENT OF ECOLOGY		VL15065003	239939	COL PARK MARINA HYDROGEOLOGIST	\$318.81
		VL15065004		COL PARK MARINA HYDROGEOLOGIST	\$117.26
PARKS & RECREATION ADMIN TOTAL ****					\$1,333.52
Division:	331	PARKS & REC - RECREATION			
BANK OF AMERICA		TXN00029462	239739	PAPA JOHN'S #03764 - BIRTHDAY	\$58.24
		TXN00029502		EMBASSY SUITES DWNTWN - DBIA D	\$878.58
		TXN00029576		TARGET 00023143 - KICK	\$21.70
		TXN00029613		WSP BACKGROUND CHECKS - backgr	\$24.00
		TXN00029634		DELTA AIR 0067870798354 - DA	\$245.60
		TXN00029641		TRAVELOCITY.COM - DARRIN SWEEN	\$4.00
		TXN00029659		DELTA AIR 0067870796617 - DA	\$115.60
		TXN00029662		OFFICE DEPOT - FILING SHELF	\$8.46
		TXN00029667		RADIOSHACK COR00133843 - AUDIO	\$11.92
		TXN00029677		OFFICE DEPOT #2766 - USB DRIVE	\$6.51
		TXN00029692		LOWES #00249 - PAINT FOR FALL	\$54.01
		TXN00029693		CRAFT WAREHOUSE -05 - FALL CAR	\$17.23



City Of Richland

VL-1 Voucher Listing

From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00029705	239739	CRAFT WAREHOUSE -05 - CRETURN	(\$17.23)
		TXN00029706		LOWES #00249 - RETURN	(\$45.92)
		TXN00029743		PARKNG MGMT CO 0610065A - DBIA	\$55.50
		TXN00029751		USPS PO 5471400352 - POSTAGE	\$18.88
		TXN00029778		OFFICE DEPOT - CASHIERS BAGS	\$62.97
		TXN00029820		OFFICE DEPOT #962 - CREDIT CAR	\$45.49
		TXN00029825		STAPLES - PAINTER TAPE, DUCT T	\$53.04
		TXN00029836		COSTCO WHSE #0486 - SHIRTS SAM	\$48.85
		TXN00029851		STAPLES - HEADPHONES, FRAMES	\$49.89
		TXN00029876		LASXPRESS - DARRIN SWEENEY DBI	\$26.00
		TXN00029883		JOINHOMEBASE.COM - TIMECARD SU	\$9.95
		TXN00029886		STAPLES - CC RECEIPT PAPER	\$82.53
CAMARENA, DANA	OCTOBER 2016		239784	SALSA INSTRUCTOR-OCTOBER	\$1,087.10
CITY OF PASCO	033116		239604	WINTER CLASSES RECONCILIATIONS	\$443.36
MASON, PATTI L	OCTOBER 2016		239661	FITNESS CLASSES - OCTOBER	\$704.21
MILLER, JO ANN			239878	DANCE INSTRUCTOR-OCTOBER	\$470.04
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$12.09
TALENT WISE INC		95636573	239919	BACKGROUND CHECKS-OCTOBER	\$512.00
TREASURE VALLEY COFFEE CO		107272	239707	RCC COFFEE DELIVERY	\$216.00
PARKS & REC - RECREATION TOTAL ****					\$5,280.60
Division:	335	PARKS & REC - PARKS&FACILITIES			
ABM JANITORIAL NORTHWEST		10043528	239730	JANITORIAL SRVCS-SEPTEMBER	\$414.00
				JANITORIAL SRVCS-SEPTEMBER	\$790.53
				JANITORIAL SRVCS-SEPTEMBER	\$2,902.43
				JANITORIAL SRVCS-SEPTEMBER	\$2,229.85
				JANITORIAL SRVCS-SEPTEMBER	\$2,441.23
				JANITORIAL SRVCS-SEPTEMBER	\$639.43
ARAMARK UNIFORM SERVICES INC	S017161	09/16-934962000	239585	LINEN CHARGES FOR SEPTEMBER, 2	\$462.20
BANK OF AMERICA		TXN00029436	239739	SPOKANE GALVANIZING INC - PIPE	\$131.20
		TXN00029454		PAYPAL BATTERY JUN - BATTERIE	\$3.50
		TXN00029460		SQ GRIGG ENTERPRISES INC - CP	\$63.92
		TXN00029472		Amazon.com - COMMERCIAL REFRIG	\$195.22
		TXN00029474		HARBOR FREIGHT TOOLS 49 - 3 AM	\$16.28
		TXN00029475		ACE HDWE - CAP PVC	\$8.60
		TXN00029477		THE HOME DEPOT #4746 - CP 5 DU	\$79.59
		TXN00029481		GRIGGS ACE RICHLAND - IRRIGATI	\$61.84
		TXN00029488		GAMETIME/CABLE	\$291.81
		TXN00029499		WM SUPERCENTER #3261 - SUPPLIE	\$48.54
		TXN00029519		STAPLES - OFFICE SUPPLIES	\$88.95
		TXN00029538		SUNWEST SPORTSWEAR - CREW SUPP	\$358.25
		TXN00029544		ACE HDWE - PLAQUE INSTALLATION	\$15.18



City Of Richland

VL-1 Voucher Listing

From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00029547	239739	THE HOME DEPOT #4746 - VAN STO	\$133.87
		TXN00029552		SUNWEST SPORTSWEAR - CREW SUPP	\$382.82
		TXN00029554		THE HOME DEPOT #4746 - CHISEL,	\$95.69
		TXN00029559		GOTOCITRIX.COM - MEETING	\$20.64
		TXN00029573		THE HOME DEPOT #4746 - DINNER	\$27.08
		TXN00029575		THE HOME DEPOT #4746- COLUMBIA	\$76.11
		TXN00029582		MILLER PAINT KENNEWICK - STEVE	\$341.87
		TXN00029584		ACE HDWE - COUPLES DRINKING FO	\$14.31
		TXN00029585		GRIGGS ACE RICHLAND - SAWZALL-	\$43.39
		TXN00029594		THE HOME DEPOT #4746 - LAG SCR	\$24.78
		TXN00029598		STONEWAY ROOFING SUPPL - RCC R	\$155.98
		TXN00029612		MILLER PAINT KENNEWICK - PAINT	\$130.16
		TXN00029629		HARBOR FREIGHT TOOLS 49 - RETU	(\$16.28)
		TXN00029639		WM SUPERCENTER #3261 - CORCH S	\$23.92
		TXN00029645		HARBOR FREIGHT TOOLS 49 - TOOL	\$71.63
		TXN00029654		HARBOR FREIGHT TOOLS 49 - 40G	\$13.04
		TXN00029663		THE HOME DEPOT #4746 - CHEM RO	\$43.42
		TXN00029686		THE HOME DEPOT #4746 - SOUTH Y	\$100.09
		TXN00029687		ACE HDWE - ANTI FREEZE, ETHANO	\$88.79
		TXN00029694		RICKS CUSTOM FENCING AND - CP	\$7.60
		TXN00029704		LOWES #02344 - COARSE DRYWALL	\$24.88
		TXN00029720		ACE HDWE - CP 5 DUGOUTS	\$103.18
		TXN00029724		THE HOME DEPOT #4746 - PRIME K	\$19.75
		TXN00029727		HARBOR FREIGHT TOOLS 49 - Cred	(\$13.04)
		TXN00029738		IN WESTERN CONCRETE ACCE -MIN	\$75.12
		TXN00029748		THE HOME DEPOT #4746 - DUCT TA	\$27.65
		TXN00029754		MILLER PAINT KENNEWICK - FIELD	\$335.03
		TXN00029775		LOWES #02344 - ASPHALT	\$95.79
		TXN00029791		THE HOME DEPOT #4746 - CP 5 DU	\$22.14
		TXN00029802		WASHINGTON WEED ASSOCIATI - PA	\$250.00
		TXN00029817		GRIGGS ACE RICHLAND - CP 5	\$43.43
		TXN00029837		ACE HDWE - ANTI FREEZE - FINGE	\$9.74
		TXN00029848		ACE HDWE - FASTENERS	\$3.26
		TXN00029866		STAPLES - OFFICE SUPPLIES	\$75.78
		TXN00029888		BRADY WORLDWIDE INC. - MULTI P	\$0.01
		TXN00029889		BRADY WORLDWIDE INC. - LOCKOUT	\$134.53
		TXN00029890		THE HOME DEPOT #4746 - PVC CAP	\$79.32
		TXN00029904		THE HOME DEPOT #4746 - TIE DOW	\$42.92
		TXN00029905		OFFICE DEPOT #2766 - STAMPS	\$91.52
BENTON COUNTY SHERIFF'S OFFICE	07/16-WORKCREW II	239775		WORKCREW II-JULY 2016	\$20,504.98
CASCADE NATURAL GAS CORP	10/16-51897100007	239788		NAT GAS 1005 SWIFT 09/21-10/18	\$1,500.87



City Of Richland

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From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CASCADE NATURAL GAS CORP		10/16-73638100005	239788	NAT GAS 500 AMON 9/21-10/18	\$419.69
		10/16-75226321539		NAT GAS 2710 DUPRTL 9/20-10/17	\$94.79
		10/16-80577100003		NAT GAS 200 BLDG 09/20-10/17	\$396.37
		10/16-90577100002		NAT GAS 300 BLDG 09/20-10/17	\$11.63
		10/16-96738100005		NAT GAS 505 SWIFT 09/21-10/18	\$229.26
CITY OF RICHLAND	10/2016 SEPTEMBER		239795	CITY UTILITY BILLS/OCT 2016	\$1,391.58
				CITY UTILITY BILLS/OCT 2016	\$288.15
				CITY UTILITY BILLS/OCT 2016	\$300.39
				CITY UTILITY BILLS/OCT 2016	\$427.20
				CITY UTILITY BILLS/OCT 2016	\$301.56
				CITY UTILITY BILLS/OCT 2016	\$643.15
				CITY UTILITY BILLS/OCT 2016	\$408.74
				CITY UTILITY BILLS/OCT 2016	\$1,422.12
				CITY UTILITY BILLS/OCT 2016	\$388.29
				CITY UTILITY BILLS/OCT 2016	\$674.63
				CITY UTILITY BILLS/OCT 2016	\$373.90
				CITY UTILITY BILLS/OCT 2016	\$933.80
				CITY UTILITY BILLS/OCT 2016	\$362.95
				CITY UTILITY BILLS/OCT 2016	\$1,112.72
				CITY UTILITY BILLS/OCT 2016	\$896.55
				CITY UTILITY BILLS/OCT 2016	\$927.39
				CITY UTILITY BILLS/OCT 2016	\$317.95
				CITY UTILITY BILLS/OCT 2016	\$335.78
				CITY UTILITY BILLS/OCT 2016	\$343.44
				CITY UTILITY BILLS/OCT 2016	\$2,662.75
				CITY UTILITY BILLS/OCT 2016	\$352.65
				CITY UTILITY BILLS/OCT 2016	\$2,336.93
				CITY UTILITY BILLS/OCT 2016	\$367.91
				CITY UTILITY BILLS/OCT 2016	\$311.10
				CITY UTILITY BILLS/OCT 2016	\$563.55
				CITY UTILITY BILLS/OCT 2016	\$1,166.77
				CITY UTILITY BILLS/OCT 2016	\$512.68
				CITY UTILITY BILLS/OCT 2016	\$2,874.10
				CITY UTILITY BILLS/OCT 2016	\$545.99
				CITY UTILITY BILLS/OCT 2016	\$606.41
				CITY UTILITY BILLS/OCT 2016	\$2,485.26
				CITY UTILITY BILLS/OCT 2016	\$873.39
				CITY UTILITY BILLS/OCT 2016	\$1,038.95
				CITY UTILITY BILLS/OCT 2016	\$1,004.20
				CITY UTILITY BILLS/OCT 2016	\$679.15
				CITY UTILITY BILLS/OCT 2016	\$868.88



City Of Richland

VL-1 Voucher Listing

From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$3,562.43
				CITY UTILITY BILLS/OCT 2016	\$243.76
				CITY UTILITY BILLS/OCT 2016	\$6,012.60
				CITY UTILITY BILLS/OCT 2016	\$554.25
				CITY UTILITY BILLS/OCT 2016	\$1,056.79
				CITY UTILITY BILLS/OCT 2016	\$606.93
				CITY UTILITY BILLS/OCT 2016	\$722.50
				CITY UTILITY BILLS/OCT 2016	\$790.75
				CITY UTILITY BILLS/OCT 2016	\$744.59
				CITY UTILITY BILLS/OCT 2016	\$5,843.15
				CITY UTILITY BILLS/OCT 2016	\$1,370.64
				CITY UTILITY BILLS/OCT 2016	\$1,032.89
				CITY UTILITY BILLS/OCT 2016	\$768.41
				CITY UTILITY BILLS/OCT 2016	\$991.64
				CITY UTILITY BILLS/OCT 2016	\$1,248.05
				CITY UTILITY BILLS/OCT 2016	\$476.50
				CITY UTILITY BILLS/OCT 2016	\$484.20
				CITY UTILITY BILLS/OCT 2016	\$486.61
				CITY UTILITY BILLS/OCT 2016	\$494.25
				CITY UTILITY BILLS/OCT 2016	\$628.15
				CITY UTILITY BILLS/OCT 2016	\$451.90
				CITY UTILITY BILLS/OCT 2016	\$73.78
				CITY UTILITY BILLS/OCT 2016	\$47.48
				CITY UTILITY BILLS/OCT 2016	\$48.03
				CITY UTILITY BILLS/OCT 2016	\$48.17
				CITY UTILITY BILLS/OCT 2016	\$52.75
				CITY UTILITY BILLS/OCT 2016	\$54.90
				CITY UTILITY BILLS/OCT 2016	\$57.00
				CITY UTILITY BILLS/OCT 2016	\$59.55
				CITY UTILITY BILLS/OCT 2016	\$63.40
				CITY UTILITY BILLS/OCT 2016	\$63.52
				CITY UTILITY BILLS/OCT 2016	\$65.50
				CITY UTILITY BILLS/OCT 2016	\$66.81
				CITY UTILITY BILLS/OCT 2016	\$69.10
				CITY UTILITY BILLS/OCT 2016	\$140.30
				CITY UTILITY BILLS/OCT 2016	\$73.15
				CITY UTILITY BILLS/OCT 2016	\$42.62
				CITY UTILITY BILLS/OCT 2016	\$84.52
				CITY UTILITY BILLS/OCT 2016	\$91.85
				CITY UTILITY BILLS/OCT 2016	\$95.00
				CITY UTILITY BILLS/OCT 2016	\$101.62



City Of Richland

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From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$103.69
				CITY UTILITY BILLS/OCT 2016	\$106.17
				CITY UTILITY BILLS/OCT 2016	\$108.70
				CITY UTILITY BILLS/OCT 2016	\$109.42
				CITY UTILITY BILLS/OCT 2016	\$113.80
				CITY UTILITY BILLS/OCT 2016	\$114.61
				CITY UTILITY BILLS/OCT 2016	\$116.54
				CITY UTILITY BILLS/OCT 2016	\$133.06
				CITY UTILITY BILLS/OCT 2016	\$134.20
				CITY UTILITY BILLS/OCT 2016	\$72.77
				CITY UTILITY BILLS/OCT 2016	\$28.01
				CITY UTILITY BILLS/OCT 2016	\$7.61
				CITY UTILITY BILLS/OCT 2016	\$10.29
				CITY UTILITY BILLS/OCT 2016	\$255.30
				CITY UTILITY BILLS/OCT 2016	\$281.97
				CITY UTILITY BILLS/OCT 2016	\$11.09
				CITY UTILITY BILLS/OCT 2016	\$14.50
				CITY UTILITY BILLS/OCT 2016	\$16.93
				CITY UTILITY BILLS/OCT 2016	\$22.95
				CITY UTILITY BILLS/OCT 2016	\$24.15
				CITY UTILITY BILLS/OCT 2016	\$24.59
				CITY UTILITY BILLS/OCT 2016	\$24.66
				CITY UTILITY BILLS/OCT 2016	\$25.86
				CITY UTILITY BILLS/OCT 2016	\$26.74
				CITY UTILITY BILLS/OCT 2016	\$46.22
				CITY UTILITY BILLS/OCT 2016	\$30.60
				CITY UTILITY BILLS/OCT 2016	\$40.57
				CITY UTILITY BILLS/OCT 2016	\$38.98
				CITY UTILITY BILLS/OCT 2016	\$35.75
				CITY UTILITY BILLS/OCT 2016	\$35.37
				CITY UTILITY BILLS/OCT 2016	\$32.35
				CITY UTILITY BILLS/OCT 2016	\$27.25
				CITY UTILITY BILLS/OCT 2016	\$31.50
				CITY UTILITY BILLS/OCT 2016	\$27.76
				CITY UTILITY BILLS/OCT 2016	\$29.82
				CITY UTILITY BILLS/OCT 2016	\$29.80
				CITY UTILITY BILLS/OCT 2016	\$29.68
				CITY UTILITY BILLS/OCT 2016	\$28.95
				CITY UTILITY BILLS/OCT 2016	\$28.02
				CITY UTILITY BILLS/OCT 2016	\$43.23
				CITY UTILITY BILLS/OCT 2016	\$32.20



City Of Richland

VL-1 Voucher Listing

From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$165.75
				CITY UTILITY BILLS/OCT 2016	\$200.80
				CITY UTILITY BILLS/OCT 2016	\$193.14
				CITY UTILITY BILLS/OCT 2016	\$229.69
				CITY UTILITY BILLS/OCT 2016	\$230.35
				CITY UTILITY BILLS/OCT 2016	\$187.06
				CITY UTILITY BILLS/OCT 2016	\$169.90
				CITY UTILITY BILLS/OCT 2016	\$233.39
				CITY UTILITY BILLS/OCT 2016	\$232.05
				CITY UTILITY BILLS/OCT 2016	\$232.42
				CITY UTILITY BILLS/OCT 2016	\$231.21
				CITY UTILITY BILLS/OCT 2016	\$206.85
				CITY UTILITY BILLS/OCT 2016	\$165.18
				CITY UTILITY BILLS/OCT 2016	\$158.06
				CITY UTILITY BILLS/OCT 2016	\$212.20
				CITY UTILITY BILLS/OCT 2016	\$224.02
				CITY UTILITY BILLS/OCT 2016	\$168.30
				CITY UTILITY BILLS/OCT 2016	\$257.96
				CITY UTILITY BILLS/OCT 2016	\$153.00
				CITY UTILITY BILLS/OCT 2016	\$264.69
				CITY UTILITY BILLS/OCT 2016	\$241.43
				CITY UTILITY BILLS/OCT 2016	\$249.02
				CITY UTILITY BILLS/OCT 2016	\$145.35
				CITY UTILITY BILLS/OCT 2016	\$146.74
				CITY UTILITY BILLS/OCT 2016	\$148.66
				CITY UTILITY BILLS/OCT 2016	\$152.15
COMPLETE CLEANING SYSTEMS		16-452 PARDINI	239798	16-452 WA WEED CONFERENCE	\$114.00
		544061/PYMT 7	239795	ANNUAL LEASE/RENTAL FEE 544061	\$500.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		73461	239805	MACHINE SCRUB WAREHOUSE	\$175.00
DEPARTMENT OF LABOR & INDUSTRIES		3627-560148	239808	SPDT 15A MOM CONT AC SW	\$53.87
EWING IRRIGATION PRODUCTS INC		273730	239816	BOILER PRESSURE VESSEL CERT	\$21.50
FERGUSON ENTERPRISES INC		2115498	239826	UPGRADE GALA & CLAYBELL	\$543.00
FIRE PROTECTION SPECIALISTS LLC		4563684	239832	PLUMBING SUPPLIES	\$65.01
FRONTIER FENCE INC		46966	239835	ANNUAL FIRE ALARM INSPECTIONS	\$4,271.00
		0053378	239837	FENCING SUPPLIES	\$179.73
		38648		CHAIN LINK INSTALLATION	\$3,035.37
		2166881-0001-02		TANK CLEANER	\$33.68
G & R AG PRODUCTS INC		403659359	239638	BADGER MOUNTAIN LEASE FOR CITY	\$312.50
GTP INVESTMENTS LLC	P056199	149472	239858	PVC/PIPE	\$76.56
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		839068	239882	BASIC FIRE MONITOR LIBRARY	\$36.00
MOON SECURITY SERVICES INC		840019		ST#74 CELL GSM FIRE B/U	\$50.00



City Of Richland

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From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MOON SECURITY SERVICES INC		840269	239882	BASIC FIRE MONITOR CREST	\$59.00
		841821		BASIC FIRE MONITORING	\$333.00
OXARC INC		R435822	239888	CYLINDER RENTAL	\$138.08
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$5.46
RICHLAND ACE HARDWARE		212114	239904	FERTILIZER	\$65.13
		212119		UPHOLSTERY CLEANER	\$8.68
		212131		ELBOW/COUPLE	\$3.43
		212151		FERTILIZER	\$86.84
		212175		CHAIN LOOP/FILE	\$26.04
		53203		SANDPAPER	\$4.88
		53247		IRRIGATION SUPPLIES	\$40.49
		53304		PAINTING SUPPLIES	\$107.70
		53367		GRASS SEED	\$39.09
		53379		CONCRETE MIX/LIQUID NALS/GLVES	\$83.73
		53478		SCRUB BRUSH/LIME RUST RMVR	\$9.75
		53501		MARKING PAINT	\$24.40
		53509		SPRAY PAINT/BROOM	\$28.20
		53528		BATTERY	\$16.28
		53535		AIR HOSE/HOSE CLAMP	\$6.48
		53536		STRIPING PAINT	\$18.44
		53563		WIRE BRUSH/WOOD SHIMS	\$10.18
		53602		2" CAP	\$5.83
		53721		SCREWS	\$20.83
		53773		BUCKET/TRASH CAN	\$39.09
		53775		FASTENERS	\$1.69
THE DRAIN SURGEON		35462	239922	SNAKED LINE 703 BLDG	\$146.61
THE PERSONAL TOUCH CLEANING INC		66627	239924	JANITOR SERVICES-BLDG 100-OCT	\$2,690.55
		66628		JANITOR SERVICES-BLDG 200-OCT	\$776.01
		66629		JANITOR SERVICES-BLDG 300-OCT	\$564.63
		66686		JANITOR SERVICES-RCC-OCT	\$4,751.66
		66687		JANITOR SERVICES-LIBRARY-OCT	\$5,188.89
WESMAR COMPANY INC	S017148	233381	239945	30582-LIQUID EXCEL LF, 2- 5 GA	\$181.91
	S017148			318752-SAVERITE RCW 100 LM, 1-	\$178.38
	S017148			304932-SAVERITE BWT 800L, 2- 4	\$283.45
	S017148			311562-SAVERITE BWT 310 A, 3-	\$480.56
	S017148			FREIGHT	\$85.72
WILBUR ELLIS COMPANY	S017159	10466727	239951	MILSTONE 2.5 GALLON CONTAINER	\$752.06
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$133,056.46
Division:	338	PARKS & REC - PROJECT ADMIN			
AMERICAN WHEEL SPECIALIST, INC		37485	239734	SANDBLAST DOCK CLEATS	\$125.00
BANK OF AMERICA		TXN00029541	239739	SUNWEST SPORTSWEAR - PARK RANG	\$48.51



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From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JANOSKY, JASON		16-450 JANOSKY	239649	16-450 PARK RANGER RND TABL	\$64.00
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		166090	239858	COMM DOCK SLB 11/4	\$10.68
XEROX CORPORATION		086863503	239952	W7855PT BASE CHG/PRINTS-OCT	\$113.22
PARKS & REC - PROJECT ADMIN TOTAL ****					\$361.41
Division: 900 NON-DEPARTMENTAL					
ARBAUGH & ASSOCIATES INC		1568	239737	ARBAUGH CONTRACT FEES-OCT 16	\$1,717.80
BANK OF AMERICA		TXN00029862	239739	THE HOME DEPOT #4746 - JDP WIN	\$45.16
		TXN00029863		GRIGGS ACE RICHLAND - JDP XMAS	\$106.03
		TXN00029867		THE HOME DEPOT #4746 - JDP WIN	\$2.00
		TXN00029873		BENNETT RENTALS - GLENN MILLER	\$302.99
		TXN00029899		THE HOME DEPOT #4746 - JDP WII	\$18.65
CITY OF PASCO	P056274	2016-00000010	239603	COP-ANNUAL ANIMAL CONTROL SERV	\$20,301.91
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$108.77
WASHINGTON CITIES INSURANCE AUTHORITY		OCTOBER 2016	239941	WCIA CLAIMS PAID-OCT 2016	\$8,486.72
NON-DEPARTMENTAL TOTAL ****					\$31,090.03
GENERAL FUND Total ***					\$482,549.29
FUND 101 CITY STREETS					
Division: 401 STREETS MAINTENANCE					
BANK OF AMERICA		TXN00029424	239739	TARGET - PHONE CASE	\$27.14
		TXN00029466		HOME DEPOT/FENCING MATERIAL	\$159.41
		TXN00029555		HOME DEPOT - PVC PARTS	\$168.68
		TXN00029605		ROUND TABLE PIZZA - TEMP APPRE	\$116.08
				ROUND TABLE PIZZA - 15% TIP	\$18.90
		TXN00029606		WALMART - TEMP APPRECIATION LU	\$32.22
		TXN00029618		SKILLPATH - TRAINING - ADRIAN	\$179.00
		TXN00029722		OFFICE DEPOT - 2017 CALENDARS	\$86.42
		TXN00029734		ACCO BRANDS DIRECT - 2017 CALE	\$30.93
		TXN00029771		SAFETYDEPOT - SAFETY COATS	\$344.59
BENTON PUD		10/16 7286300000	239778	WYE LIGHTS-BADGER REPEATER	\$61.64
		11/16 7286300000		WYE LIGHTS-BADGER REPEATER	\$61.64
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$86.43
				CITY UTILITY BILLS/OCT 2016	\$938.21
		10/2016-27	239796	#27 LANDFILL FEES	\$138.49
		16-389 BOOTHE	239798	16-389 NWPMA CONFERENCE	\$819.84
		16-390 MORRIS		16-390 NWPMA CONFERENCE	\$819.84
		16-445 RENZ		16-445 WAPA CONFERENCE	\$139.52
		16-446 PEREZ		16-446 WAPA CONFERENCE	\$139.52
FASTENAL COMPANY		WARIC60869	239630	DEWALT CONVERTER KIT	\$273.51
GTP INVESTMENTS LLC	P056199	403659359	239638	BADGER MOUNTAIN LEASE FOR CITY	\$200.00



City Of Richland

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From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HERC RENTALS INC		28925186-001	239642	LIQUID PROPANE	\$13.87
		28928383-001		LIQUID PROPANE	\$17.33
		28931394-001		LIQUID PROPANE	\$17.33
		28947509-001	239847	LIQUID PROPANE	\$19.50
PASCO RENTALS INC		17172	239891	BLOWER-BACKPACK RENTAL	\$42.44
PRO BUILD COMPANY LLC		1212724	239897	SCREWS	\$20.47
RICHLAND ACE HARDWARE		212197	239684	SPRAY PAINT/SOCKET	\$32.56
		212198		SPRAY PAINT	\$15.73
		53733		PVC-CLAMP/COUPLING/ADAPTER	\$25.78
		53747		PVC-ELBOW/PIPE/COUPLING	\$6.47
		53779	239904	PVC PARTS	\$4.42
		53830		TWINE	\$9.76
		53839		GORILLA GLUE	\$27.99
		53884		FASTENERS	\$11.47
THE SHERWIN WILLIAMS CO		1408-7	239701	5 GALLON STRAINER	\$11.02
TRAFFIC SAFETY SUPPLY CO INC	S017128	119995	239706	FREIGHT	\$114.03
	S017128			ADJUST TAX	(\$0.01)
	S017128			SIGN POST 90 DEG CAP, 12" RECE	\$980.12
	S017128			SIGN POST 90 DEG CROSSPIECE, 1	\$980.12
	S017141	120674	239930	PEDESTRIAN WALK FLAG, 18" X 18	\$127.71
	S017141			FREIGHT	\$13.78
	S017141			ADJUST FOR TAX	\$0.01
WESTERN CONCRETE ACCESSORIES		33705	239719	CONCRETE TOOLS	\$84.09
STREETS MAINTENANCE TOTAL ****					\$7,418.00
CITY STREETS Total ***					\$7,418.00
FUND 112	INDUSTRIAL DEVELOPMENT FUND				
Division:	305	ECONOMIC DEVELOPMENT			
ARBAUGH & ASSOCIATES INC		1568	239737	ARBAUGH CONTRACT FEES-OCT 16	\$175.29
BANK OF AMERICA		TXN00029619	239739	TRIMET TVM - TRANSP, TRIP#16-3	\$5.00
		TXN00029633		TC RGNL-CHMBR-CREATE-COMM-ZR	\$22.00
		TXN00029642		HENRYS PDX -TRIP# 16-319, RATK	\$16.45
		TXN00029647		RPS PASCO TRICITIES-TRIP # 16-	\$9.00
		TXN00029730		GOGOAIR.COM - TRIP#393, RATKAI	\$5.50
		TXN00029742		MT HIAW TVM LNBERG TERM - TRIP	\$1.75
		TXN00029745		PAYPAL TRIDEC - LUNCHEON REG.	\$25.00
		TXN00029752		PAYPAL TRIDEC - LUNCH REG. RA	\$50.00
		TXN00029773		RADISSON BLU -TRIP#16-393, RAT	\$158.76
		TXN00029798		RPS PASCO TRICITIES -TRIP #16-	\$18.00
		TXN00029834		PAYPAL-TRIDEC-PEKNPAW-ZR	\$25.00
		TXN00029850		PAYPAL -TRIDEC-WSU-ZRATKAI	\$25.00



City Of Richland

VL-1 Voucher Listing

From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00029903	239739	VARIDESK - DESK SUPPLY, Z.RATK	\$790.00
		TXN00029906		AWC-Regional Mtg-ZR	\$45.00
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$325.91
MENKE JACKSON BEYER LLP		09/2016-088	239664	NESS AND PAULSON CASE	\$927.91
PARADIGM PRESS INC		142315/142318	239674	ADVERTISING	\$5,000.00
RATKAI, N. ZACH		16-319 RATKAI	239899	16-319 ICSC IDEA EXCHANGE	\$13.60
TRI CITY REGIONAL CHAMBER OF COMMERCE		45302	239709	TC CHAMBER LUNCHEON-THOMAS	\$22.00
XEROX CORPORATION		086863499	239952	W7855PT BASE CHG/PRINTS-OCT	\$100.16
ECONOMIC DEVELOPMENT TOTAL ****					\$7,761.33
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$59.08
JUB ENGINEERS INC	P056376	104208	239857	STEPTOE-TAPTEAL INTERSECTION-S	\$1,435.00
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$1,494.08
INDUSTRIAL DEVELOPMENT FUND Total ***					\$9,255.41
FUND	117	CRIMINAL JUSTICE SALES TAX			
Division:	131	CJST POLICE ACTIVITY			
BANK OF AMERICA		TXN00029510	239739	DELTA AIR -CROSKREY 16-335	\$407.00
		TXN00029574		REALVNC LIMITED - VNC ENTERPRI	\$675.00
		TXN00029578		INTERNATIONAL TRANSACTION - RE	\$5.40
DAY MANAGEMENT CORPORATION DBA		421990	239813	VOL & FREQ KNOBS	\$86.55
		423251		INSTALL DOCK STATION/PWR LEADS	\$103.18
		423493		REPROGRAM RADIOS	\$51.59
GALLS, LLC	S017103	006195248	239635	CREDIT FOR RETURNED TWILL PDU	(\$162.87)
	S017103	BC0329074		TR666 MDNV 30 OB MEN'S TWILL P	\$162.87
	S017103	BC0329416		SR612 MDNV XL REG MEN'S LONG	\$162.87
	S017103			SHIPPING	\$18.58
	S017103			TR666 MDNV 38 OB MEN'S TWILL P	\$162.87
	S017103			EX6378 SEW PATCH ON RIGHT SHOUL	\$3.26
	S017103			GL402 BLK LARGE TAC A2 GENERAL	\$32.57
	S017103			ADJUST FOR TAX	(\$0.01)
	S017103			SR611 MDNV XL REG MEN'S SHORT	\$108.58
	S017103			EX6378 SEW PATCH ON RIGH SHOUL	\$2.17
	S017103			NS002 1/2" NAMESTRIP MONOGRAM	\$6.52
	S017103			EX6378 SEW PATCH ON LEFT SHOUL	\$3.26
	S017103			NS002 1/2" NAMESTRIP	\$4.34
	S017103			EX6378 SEW PATCH ON LEFT SHOUL	\$2.17
LARSEN GUNSMITHING & FIREARMS	P057074	8954	239655	PL-1200-000-150 1200 CASE W/FO	\$170.07
	P057074			ADJUST FOR TAX	(\$0.01)
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$9.30



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From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		086863507	239952	W7225PT BASE CHRG/PRINTS-OCT	\$248.37
		086863508		W7225PT BASE CHRG/PRINTS-OCT	\$100.00
		086863509		W7855PT BASE CHG/PRINTS-OCT	\$119.63
CJST POLICE ACTIVITY TOTAL ****					\$2,483.26
CRIMINAL JUSTICE SALES TAX Total ***					\$2,483.26
FUND 153	COMMUNITY DEV BLOCK GRANT				
Division:	000				
CHICAGO TITLE INSURANCE COMPANY		1103 WINSLOW	239792	RECONVEYANCE FEE-MARTIN	\$160.00
UNASSIGNED TOTAL ****					\$160.00
Division:	308	CDBG PROGRAM			
BANK OF AMERICA		TXN00029660	239739	STAPLES - INK RIBBON, SHARPIES	\$26.69
BURDEN, MICHELLE		16-407 BURDEN	239596	16-407 FED CDBG IDIS TRAINI	\$25.75
CITY OF RICHLAND			239606	16-407 FED CDBG IDIS TRAINI	\$508.60
SENIOR LIFE RESOURCES NW INC		2016 CDBG	239691	C97-16 MEALS OF WHEELS	\$8,500.00
TRI CITY HERALD	S017176	2701723	239934	2017 CDBG PUBLIC COMMENTS 11/1	\$150.60
CDBG PROGRAM TOTAL ****					\$9,211.64
COMMUNITY DEV BLOCK GRANT Total ***					\$9,371.64
FUND 154	HOME FUND				
Division:	309	HOME PROGRAM			
TRI CITY HERALD	S017176	2701723	239934	2017 CDBG PUBLIC COMMENTS 11/1	\$150.60
HOME PROGRAM TOTAL ****					\$150.60
HOME FUND Total ***					\$150.60
FUND 301	STREETS CAPITAL CONSTRUCTION				
Division:	402	ARTERIAL STREETS			
A CORE INC	P056596	354348	239727	2016 RESIDENTIAL OVERLAY- CURB	\$825.36
	P056596	354633	239575	2016 RESIDENTIAL OVERLAY- CURB	\$390.96
AMERICAN ROCK PRODUCTS INC	P057149	291305	239578	UNDER 4 YD ORDER CHARGE MIN LO	\$108.60
	P057149			ENVIRONMENTAL FEE, INV:291305	\$2.72
	P057149			5-1/2 SACK CONCRETE MIX, 3/4	\$244.35
	P057149	291779		ENVIRONMENTAL FEE, INV:291779	\$5.43
	P057149			5-1/2 SACK CONCRETE MIX, 3/4	\$488.70
	P057149	291935		5-1/2 SACK CONCRETE MIX, 3/4	\$537.57
	P057149			1=N.C.A. = M.B. -534 PRIMARY	\$41.81
	P057149			ENVIRONMENTAL FEE, INV:291935	\$5.97
ANDERSON HEIGHTS DEVELOPMENT LLC		3RD QTR 2016	239580	TRAFFIC IMPACTS FEES-LUMP SUM	\$368.05
BANK OF AMERICA		TXN00029607	239739	PACIFIC PASTA & GR - Rachel Rd	\$331.23
		TXN00029688		HOME DEPOT - 2X4, SLEEVE, TIE	\$34.05



City Of Richland

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From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00029753	239739	STARBUCKS STORE 08936 - Duport	\$34.64
BERGER ABAM ENGINEERS INC	S054546	316534	239593	CO #1 FINAL DESIGN & BID DOCUM	\$150,510.41
CONNELL SAND & GRAVEL, INC		31557	239807	CONCRETE	\$508.25
CULBERT CONSTRUCTION INC	P056829	C138-16/PMT 4	239615	DUPORTAIL ST EXTENSTION - ROAD	\$581,578.77
DREAM BUILDERS LLC		3RD QTR 2016	239622	TRAFFIC IMPACTS FEES-LUMP SUM	\$6,594.31
MCCAIN TRAFFIC SUPPLY	P056933	INV0213891	239662	3" MPS EXT. GREEN MOUNTS KITS	\$124.62
	P056933			EXTRA 4 CON. WIRE 10 FT PROVID	\$706.17
	P056933			AGPS ADVISOR AGPS-57 5"x7" BOD	\$35,520.89
	P056933	INV0214037	239870	AGPS ADVISOR AGPS-57 5"x7" BOD	\$5,280.13
THE LANGDON GROUP	P056990	0104379	239923	RACHEL ROAD ALIGHMENT STUDY -	\$14,837.18
WESTCLIFFE LLC		3RD QTR 2016	239718	TRAFFIC IMPACTS FEES-LUMP SUM	\$6,077.61
WESTERN CONCRETE ACCESSORIES		33706	239719	MUSHROOM CAPS	\$48.87
ARTERIAL STREETS TOTAL ****					\$805,206.65
STREETS CAPITAL CONSTRUCTION Total ***					\$805,206.65
FUND 380	PARK PROJECT CONSTRUCTION				
Division: 337	PARKS & REC PROJECTS				
OREGON TURF & TREE FARMS	S017069	37918	239887	GREEN PILLAR OAK 3.0 CAL SIZE	\$190.00
	S017069			ARMSTRONG MAPLE 3" CAL SIZE	\$190.00
	S017069			NORTHERN RED OAK 2.5 CAL SIZE	\$300.00
	S017069			ARISTOCRAT PEAR 3.0 CAL SIZE	\$180.00
	S017069			NORTHERN RED OAK 2.5 CAL SIZE	\$300.00
	S017069			TULIPTREE FASTIGIATA 2.5 CAL S	\$150.00
STRATA INC	P057180	PU160052-IN	239916	PERFORM MATERIAL TESTING AND	\$1,113.00
PARKS & REC PROJECTS TOTAL ****					\$2,423.00
PARK PROJECT CONSTRUCTION Total ***					\$2,423.00
FUND 385	GENERAL GOVT CONSTRUCTION				
Division: 900	NON-DEPARTMENTAL				
BANK OF AMERICA		TXN00029624	239739	JTPY RICHLAND CTY OF - STATEM,	\$733.39
NON-DEPARTMENTAL TOTAL ****					\$733.39
GENERAL GOVT CONSTRUCTION Total ***					\$733.39
FUND 401	ELECTRIC UTILITY FUND				
Division: 000					
ANIXTER INC	P056681	3249267-00	239581	XFMR,PAD,3-PH 75 KVA, 208Y/120	\$11,954.69
	P056681			XFMR,PAD,3-PH 750 KVA 208Y/120	\$15,160.56
	P056681			XFMR,PAD,3-PH 150 KVA 208Y/120	\$13,296.98
	P056870	3305288-03		FUSE, S&C, SM4 100E AMP 14.4KV	\$1,150.07
	P057090	3373508-00		METER RING, STAINLESS STEEL,	\$834.05



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CALHOUN & DEJONG INC	P057091	P-70864	239597	FILTER, VELCON UNIT, DISSOLVED	\$644.30
	P057091			FILTER,VELCON UNIT 0.4 MICRON	\$294.40
	P057091			FREIGHT	\$22.07
CARLSON SALES METERING SOLUTIONS LLC	S016976	CSM-3190-2	239785	METER, FRM 9S, 120-480V, CL20,	\$10,208.40
	S017111	CSM-3270		CT,500:5, 600V, OVAL WINDOW,	\$2,710.66
	S017111			CT, 600:5, 600V, BAR TYPE,	\$3,909.60
	S017111			CT, 600:5, 600V, W/FLAT BASE,	\$2,345.76
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P056914	3627566378/301203	239613	LAMP HPS, 70W, MOGUL BASE,	\$1,083.83
	P056914			LAMP, METAL HALIDE, 70 WATT	\$67.11
	P056914			LAMP HPS, 100W, MOGUL BASE,	\$867.06
	P056914	3627-566653		LUMINAIRE HPS, 200 WATT MULTI-	\$115.01
	P057112	3627-568321	239808	PLUG, PIPE 3/4" GALV, CROUSE	\$20.47
	P057112			CONDUIT THINWALL, 1IN EMT	\$54.73
	P057112			UNISTRUT, SHALLOW, PIERCED	\$169.42
	P057112			NUT, SPRING 3/8-16 STEEL CITY	\$1,390.08
HDT EXPEDITIONARY SYSTEMS INC	S017015	90020973	239846	SUBSTATION HVAC, NORDIC AIR	\$9,740.00
PERMIT REFUND		2016-000852	239910	REFUND EST FAC FEE	\$1,766.44
SMITH INSULATION INC		13752-COFR	239693	1331/1333 HAUPT-REBATE-WINDOWS	\$912.73
STONEWAY ELECTRIC SUPPLY	P057133	S101815856.001	239697	CLAMP, PIPE 3IN RIGID UNISTRUT	\$45.74
TOTAL ****					\$78,764.16
Division:	501	BUSINESS SERVICES			
ARBAUGH & ASSOCIATES INC		1568	239737	ARBAUGH CONTRACT FEES-OCT 16	\$981.60
BANK OF AMERICA		TXN00029428	239739	SILVER CLOUD INN 03 - Purchase	\$782.32
		TXN00029566		STERLING`S RESTAURANT - Cust S	\$69.94
		TXN00029568		NWPPA - Electric Systems Ops G	\$795.00
		TXN00029599		STRLNG-UTILIWKS MTG	\$50.32
		TXN00029643		GOTOCITRIX.COM - Purchase	\$20.64
		TXN00029679		AMER PUBLIC POWER ASSO - Credi	(\$199.00)
		TXN00029696		CRNT ELC TRNG-MATT SUAREZ	\$105.00
		TXN00029716		NWPPA - Hack Attack Trng Whitn	\$150.00
		TXN00029723		FASTSIGNS - United Way Sign	\$155.14
		TXN00029732		L&I LICENSES-EL LIC MATT SUARE	\$69.70
		TXN00029739		BENTON CO AUDITOR - Recording	\$75.00
		TXN00029746		BENTON CO AUDITOR - Purchase	\$3.00
		TXN00029764		STAPLES - Office Supplies	\$230.97
		TXN00029805		DOLLAR TREE - NRG Mtg Plates/N	\$10.86
		TXN00029810		COSTCO WHSE #0486 - NRG Mtg Br	\$105.47
		TXN00029812		WM SUPERCENTER #3261 - RES Brk	\$15.14
		TXN00029884		EXXONMOBIL 48021612 - NRG M	\$2.99
		TXN00029894		SPUDNUT SHOP - NRG Mtg	\$9.01
		TXN00029907		EXXONMOBIL 48021612 - NRG M	\$2.99



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BENTON COUNTY AUDITOR/WEATHERWISE	P057146	12220 RELEASE	239591	RELEASE LIEN: STEVEN NELSON 40	\$73.00
	P057146	211120 RELEASE		RELEASE LIEN: STEPHEN SPENCER	\$73.00
	P057146	212200 RELEASE		RELEASE LIEN: NATHAN ARMSTRONG	\$73.00
	P057146	41020 RELEASE		RELEASE LIEN: DAREL ALLWINE	\$73.00
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$514.54
		16-143 PENA	239798	16-143 STAKING TECH TRAININ	\$271.77
		16-377 MANZO	239606	16-377 NWPPA TRAINING	\$787.31
		16-421 LARKIN		16-421 NRU/NEMS RMC MEETING	\$403.90
		16-425 MANZO		16-425 NEMS RMC & NRU MEETI	\$432.13
		16-440 HAMMOND	239798	16-440 PPC NRU MEETINGS	\$595.44
		16-441 WHITNEY	239606	16-441 PPC MEETING & FORUM	\$439.90
DAILY JOURNAL OF COMMERCE	S017171	342826	239811	RFQ 16-0127 LESLIE RD. POWER	\$149.60
FEDERAL EXPRESS CORP		5-593-22919	239829	SHIPPING-OCTOBER 2016	\$6.13
MANZO, ELENA		16-377 MANZO	239659	16-377 NWPPA TRAINING	\$53.98
MID COLUMBIA ENGINEERING INC	P056969	ST008934	239665	SANDRA JORGENSEN, SUPPORT	\$540.00
	P056969	ST008950	239875	SANDRA JORGENSEN, SUPPORT	\$445.50
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$11.35
SENGER, DAWN M		102716	239690	REIMBURSE FOR NRG MEETING	\$62.39
STANDARD & POOR'S FINANCIAL SERVICES LLC		11315091	239696	ANALYTICAL SRVC/ELECT REV BOND	\$5,000.00
THE BANK OF NEW YORK MELLON		111-1708805	239921	RICELEBAB09 ADMIN & CALC FEE	\$350.00
UNITED PARCEL SERVICE	S017177	000986641466	239937	GROUND PKG TO TRENCHLESS CONST	\$6.30
	S017177			GROUND PKG TO HJ ARNETT FOR PO	\$4.82
WATER SOLUTIONS INC		14658	239943	3 WTR MACHINES - NOVEMBER 2016	\$30.97
WHITNEY, CLINT		16-459 WHITNEY	239950	16-459 UAMPS CFPP MEETING	\$395.23
XEROX CORPORATION		086863503	239952	W7855PT BASE CHG/PRINTS-OCT	\$110.63
	P056113	086863504	239723	XEROX LEASES FOR 2016:	\$318.99
	P056113	086863505		XEROX LEASES FOR 2016:	\$413.03
BUSINESS SERVICES TOTAL ****					\$15,072.00
Division:	502	ELECTRICAL ENGINEERING			
BANK OF AMERICA		TXN00029540	239739	IEEE PRODUCTS & SERVICES - Sch	\$234.00
		TXN00029565		IEEE PRODUCTS & SERVICES - Whi	\$277.20
DAILY JOURNAL OF COMMERCE	S017169	342457	239811	ITB 16-0120 2016-2017	\$143.00
	S017168	342468		RFQ 16-0119 ELECTRICAL	\$130.65
DELL COMPUTER CORPORATION	P057119	XK2411M41	239814	LAPTOP, DELL LATITUDE E7470	\$1,704.85
SOFTWARE ONE INC	P057099	US-SCO-560602	239912	MS Project NO A185.01051.SL	\$395.65
ELECTRICAL ENGINEERING TOTAL ****					\$2,885.35
Division:	503	POWER OPERATIONS			
BANK OF AMERICA		TXN00029425	239739	FIBER INSTRUMENT/FIBER JUMPERS	\$246.96
		TXN00029504		HOME DEPOT/RETURNED RECIP SAW	(\$118.37)
		TXN00029521		HOME DEPOT/RECIP SAW	\$107.51



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00029571	239739	STRLNG-CO F161090	\$36.89
		TXN00029603		SHARI-CO B160081	\$119.48
		TXN00029614		ZORO-TRK BENCH VISES	\$135.99
		TXN00029637		DUPUS BMR-C0 F161090	\$21.01
		TXN00029646		DUPUS BMR-SCHEDULED OT	\$145.85
		TXN00029650		HOME DEPOT/HEAD LAMPS	\$151.81
		TXN00029658		HOME DEPOT/SOCKET SET	\$51.01
		TXN00029664		APLBS-CO F161090	\$110.87
		TXN00029674		3 MARGRTAS-CO F161090	\$74.21
		TXN00029758		AMAZN-DELL AC ADPTR ARMER	\$46.98
		TXN00029896		AMAZN-DELL AC ADPTR ARMER	(\$20.74)
BENTON PUD		10/16 7286300000	239778	WYE LIGHTS-BADGER REPEATER	\$14.18
	P056119	11/16 4419818251	239592	SAFETY TRAINING: JAN-APR, 2017	\$2,906.68
		11/16 7286300000	239778	WYE LIGHTS-BADGER REPEATER	\$13.80
	P056121	11/16-5743127752		PRE-NOTIFICATION SERVICES FOR	\$765.99
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$2,591.06
				CITY UTILITY BILLS/OCT 2016	\$154.14
CULBERT CONSTRUCTION INC	P056829	C138-16/PMT 4	239615	C/O #4B OVERAGE OF QUANTITIES	\$25.00
	P056829			DUPORTAIL ST EXTENSTION - ENER	\$21,634.30
	P056829			DUPORTAIL ST EXTENSION - CITY	\$12,837.20
	P056829			C/O #4A OVERAGE OF QUANTITIES	\$240.00
	P056829			C/O #2B RELOCATE ELECTRICAL VA	\$751.66
D HITTLE & ASSOCIATES INC	P056798	11275	239616	REATA SUB TO DALLAS RD SUB TRA	\$496.00
HDR ENGINEERING INC	P056950	1200017955	239640	REATA SUB TRANS LINE EASEMENT.	\$2,967.08
RICHLAND ACE HARDWARE		53638	239684	SOCKET SET	\$21.71
POWER OPERATIONS TOTAL ****					\$46,528.26
Division:	504	SYSTEMS DIVISION			
BANK OF AMERICA		TXN00029780	239739	TITAN TRCK-LT WK MAGNTIC SQRE	\$266.85
		TXN00029846		ADVC TST EQMT-DIGIPHN RNTL	\$181.13
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$1,489.18
DSD CAPITAL LLC		2010853	239623	POL SERVICE-1032 UNIVERSITY DR	\$81.00
		2042132		POL SERVICE-1032 UNIVERSITY DR	\$82.00
		2078761		POL SERVICE-1032 UNIVERSITY DR	\$82.63
ELR CONSULTING INC	P056102	2935	239822	PROF SERVICES PER CONTRACT 30-	\$7,795.33
TRI CITIES BATTERY & AUTO REPAIR		114429	239708	BATTERY FOR FLASHLIGHT	\$42.39
UTILITIES PLUS LLC	P056938	COR 0002	239712	LOCATING SERVICES PER SCOPE OF	\$10,260.00
UTILITIES UNDERGROUND LOCATION CENTER		6100200	239938	UTILITIES LOCATE SERVICE	\$251.54
SYSTEMS DIVISION TOTAL ****					\$20,532.05
Division:	505	ENERGY POLICY MGMT			
A & R FESER INC		2532 FALCONCREST	239726	2532 FALCONCREST-REBATE-E STAR	\$1,000.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
A & R FESER INC		897 MEADOW HILLS	239726	897 MEADOW HILLS-REBATE-E STAR	\$1,000.00
AIR TIGHT REMODELING		170-308	239731	1460 OXFORD-REBATE-WINDOWS	\$822.00
		170-322		2618 HORSESHOE-REBATE-WIN	\$754.56
BANK OF AMERICA		TXN00029509	239739	DRI TECHSMITH - SNAGLT SINGLE	\$54.25
BATTELLE PNNL		09ES11128FY201648	239773	820 HORN RAPID-REBATE-COMM LIGH	\$3,994.00
		09ES-11128-FY2017	239587	PO BOX 9999-REBATE-CUSTOM PROJ	\$4,399.50
BENTON COUNTY AUDITOR/WEATHERWISE	P057184	190160 RELEASE	239774	RELEASE LIEN; KEVIN MARTIN, 11	\$73.00
	P057161	201840 RELEASE	239591	RELEASE LIEN: JENNIFER DECKERT	\$73.00
	P057157	601700 LIEN		RECORD LIEN: ANGELA RODDY; 185	\$73.00
	P057165	613480 RELEASE		RELEASE LIEN: DARBY CARROLL, 1	\$73.00
	P057157	782680 LIEN		RECORD LIEN; SHARMAN HOUSTON;	\$73.00
	P057157	782950 LIEN		RECORD LIEN; CHEYENNE VAN TINE	\$73.00
	P057165	862885 RELEASE		RELEASE LIEN; NATHAN DEMAREST,	\$73.00
BENTON PUD		10/16-3287762373	239592	ELECTRIC SRVCS 09/20-10/21/16	\$570.92
BOB RHODES HEATING & A/C INC		087816	239595	1268 BRENTWOOD-REBATE-HP/PTCS	\$1,000.00
CHINOOK HEATING & AIR INC		26236	239602	218 ODESSA-REBATE-HP/PTCS	\$1,000.00
	P057163	30158		WEATHERWISE LOAN: B. SPENCER;	\$7,891.96
	P057163			ADJUST FOR TAX	\$0.01
		30166	239793	177 GREENVIEW-REBATE-HP/PTCS	\$1,000.00
CITY OF RICHLAND		11200-	239607	312 ADAMS-REBATE-HP/PTCS	\$1,000.00
		770300	239799	535 MEADOWS-REBATE-HP/PTCS	\$1,000.00
		81880	239607	120 THAYER-REBATE-WINDOWS	\$1,663.00
		823360		101 W BARTLETT-REBATE-HP/PTCS	\$1,000.00
CONAGRA FOODS LAMB WESTON INC		09ES11128FY2017	239806	2013 SAINT-REBATE-CUSTOM PROJ	\$2,742.76
		09ES-11128-FY2017	239612	2013 SAINT-REBATE-CUSTOM PROJ	\$53,033.33
		09ES11128-FY2017		2013 SAINT-REBATE-CUSTOM PROJ	\$77,642.40
DELTA HEATING & COOLING INC		24548	239618	1939 HETRICK-REBATE-HP/PTCS	\$1,000.00
		24570	239815	1933 MEADOWS DR-REBATE-HP/PTCS	\$1,000.00
		24584	239618	1827 ALDER-REABTE-HP/PTCS	\$1,000.00
EFFICIENCY SOLUTIONS LLC	P056123	10-16	239625	COMMERCIAL ENERGY EFFICIENCY	\$3,477.50
ENERGY INCENTIVES INC	P056124	CORSEPT2016	239627	RESIDENTIAL EE INSPECTIONS PER	\$1,797.35
FINANCIAL CONSULTING SOLUTION GROUP	P056127	2499-21610048	239633	COSA AND RATE DESIGN SUPPORT P	\$1,100.00
	P056127	2614-21610047		COSA AND RATE DESIGN SUPPORT P	\$2,775.00
JACOBS & RHODES INC		36837	239648	1110 THAYER-REBATE-HP/PTCS	\$1,000.00
PERFECTION GLASS	P056462	9939648638	239677	EE LOAN: G SILVERNAIL, 120 THA	\$9,148.46
		9939649645	239893	1940 HARRIS-REBATE-WINDOWS	\$450.45
		9939652442		1008 WRIGHT-REBATE-WINDOWS	\$142.47
ROBERTS CONSTRUCTION INC		4004	239686	1615 PLATT-REBATE-WINDOWS	\$249.00
SMITH INSULATION INC		13793-COFR	239911	2428 MARK CT-REBATE-INSULATION	\$397.50
TOTAL ENERGY MANAGEMENT INC		55965WWR	239928	1307 SYMONS-REBATE-HP	\$800.00
		55966WWR		1309 SYMONS-REBATE-HP	\$800.00



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From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WORKSPACE DEVELOPMENT LLC DBA	P057057	572814	239722	STEELCASE DESK PANEL, 4700 WAR	\$70.47
ENERGY POLICY MGMT TOTAL ****					\$187,287.89
Division: 506 TECHNICAL SERVICES					
BANK OF AMERICA		TXN00029750	239739	OFFICE DEP-LABELS, PENS, PADS	\$63.31
		TXN00029801		AMAZN-RECORD BK NAMCHEK	\$9.68
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$1,199.18
GTP INVESTMENTS LLC	P056199	403659359	239638	BADGER MOUNTAIN LEASE FOR CITY	\$625.00
TECHNICAL SERVICES TOTAL ****					\$1,897.17
ELECTRIC UTILITY FUND Total ***					\$352,966.88
FUND 402 WATER UTILITY FUND					
Division: 000					
BLUE STAR ENTERPRISES NORTHWEST INC		16-01208	239594	REFUND HYDRANT METER #370	\$750.00
	P056480	87-16/PMT 5	239782	87-16/PMT 5 RETAINAGE	(\$3,980.50)
COLUMBIA ELECTRIC SUPPLY	P057101	5858-774983	239802	RENEWAL OF TECHCONNECT SUPPORT	\$1,340.54
HD SUPPLY WATERWORKS LTD	S017158	G369029	239845	VALVE CURB STOP, 2" CTS PACK	\$1,133.78
HUESITOS LLC		15-01627	239645	REFUND HYDRANT METER #358	\$750.00
				REFUND HYDRANT METER #358	(\$30.00)
PERMIT REFUND		2016-001878	239688	REFUND WATER TAP FEE	\$400.00
THE WILSON BOHANNAN PADLOCK COMPANY	P056984	0134846-IN	239702	PADLOCK, WILSON BOHANNON MODEL	\$910.00
UNASSIGNED TOTAL ****					\$1,273.82
Division: 410 WATER CAPITAL PROJECTS					
BERGER ABAM ENGINEERS INC	S054546	316534	239593	CO #2 WATER LINE DESIGN	\$1,395.31
BLUE STAR ENTERPRISES NORTHWEST INC	P056480	87-16/PMT 5	239782	DUPORTAIL ST WELL DRILLING - 8	\$86,456.46
DAILY JOURNAL OF COMMERCE	S017170	342624	239811	CALL FOR BID 16-0116 JASON LEE	\$296.40
LINDSAY SALES HOLDING COMPANY DBA	P056384	6779	239864	JASON LEE ELEMENTARY IRRIGATIO	\$480.00
	P052094	6780		AMENDMENT #3 TO COMPLETE THE	\$2,160.00
WATER CAPITAL PROJECTS TOTAL ****					\$90,788.17
Division: 411 WATER ADMINISTRATION					
ARBAUGH & ASSOCIATES INC		1568	239737	ARBAUGH CONTRACT FEES-OCT 16	\$631.02
CITY OF WEST RICHLAND	P057150	0182315	239608	QUAD CITY WATER RIGHT MITIGATI	\$939.35
RH2 ENGINEERING INC	P056226	66264	239683	WATER HYDRAULIC MODELING ON-CA	\$250.61
	P055760	66265		WATER SYSTEM PLAN-2015: #180-	\$3,806.91
WATER ADMINISTRATION TOTAL ****					\$5,627.89
Division: 412 WATER OPERATIONS					
ARAMARK UNIFORM SERVICES INC	S017161	09/16-934962000	239585	LINEN CHARGES FOR SEPTEMBER, 2	\$43.44
BANK OF AMERICA		TXN00029733	239739	OFFICE DEPOT - 2017 CALENDARS	\$55.98
BENTON FRANKLIN HEALTH DISTRICT		8407	239777	WATER SAMPLES	\$2,250.00
BENTON RURAL ELECTRIC ASSOCIATION		10/16-385100	239779	KENNEDY BOOSTER STATION	\$2,505.83
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$88.45



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$52,375.21
COLUMBIA ELECTRIC SUPPLY	P057101	5858-774983	239802	RENEWAL OF TECHCONNECT SUPPORT	\$268.10
	P057101			ADJUST FOR TAX	\$0.02
CORRECT EQUIPMENT INC	S017133	33974	239614	CHLORINATION TABLETS, 55LB PAI	\$5,755.20
	S017133			FREIGHT- ESTIMATED, WILL BE	\$292.00
FASTENAL COMPANY		WRIC61209	239828	BOLTS-MEADOW HILLS	\$11.11
GTP INVESTMENTS LLC	P056199	403659359	239638	BADGER MOUNTAIN LEASE FOR CITY	\$525.00
LAB/COR INC		160902-3184	239654	WATER SAMPLES	\$575.00
PICARD CORPORATION	S017178	T461035	239894	BULK, SODIUM CHLORIDE (NACL)	\$983.50
	S017178			FREIGHT FOR TWO LOCATIONS	\$1,288.96
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$40.87
REXEL INC DBA		K022073	239682	HEAT SHRINK	\$44.06
STONEWAY ELECTRIC SUPPLY		S101812709.001	239915	120V PHOTO CONTROL	\$20.41
		S101815467.001		OUTLET-WTP	\$14.72
		S101822724.001		WIRE/CONDUIT	\$95.26
		S101823208.001		CLAMP/BOLT/BULB-MEADOW HILLS	\$35.01
TRI CITIES BATTERY & AUTO REPAIR		0114825	239933	BATTERY-MEADOW HILLS	\$64.78
VIVID LEARNING SYSTEMS	P057102	INV4840	239714	ANNUAL SUBSCRIPTION FOR WORKPL	\$139.01
WATER OPERATIONS TOTAL ****					\$67,471.92
Division:	413	WATER MAINTENANCE			
BANK OF AMERICA		TXN00029458	239739	TARGET -APPLE TV	\$76.01
		TXN00029517		OFFICE DEPOT - INK CARTRIDGES	\$176.31
		TXN00029560		AMAZON - SOLAR BATTERY-M.H. RE	\$133.07
		TXN00029617		HOME DEPOT - ALUMINUM RAKE	\$48.84
		TXN00029710		OFFICE DEPOT - 2017 CALENDARS	\$57.91
		TXN00029721		AMAZON Credit - OVER CHARGED	(\$20.48)
		TXN00029725		STAPLES - 2017 CALENDARS	\$69.36
BEAVER BARK & ROCK		778663	239589	CONCRETE	\$108.58
		778758		CONCRETE	\$108.58
CENTRAL HOSE & FITTINGS INC		446008	239789	HYDRANT METER PARTS	\$388.40
		446301		HOSE PARTS	\$101.81
		446402		GALVANIZED BUSHING	\$45.09
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$2,312.43
				CITY UTILITY BILLS/OCT 2016	\$799.10
				CITY UTILITY BILLS/OCT 2016	\$842.67
				CITY UTILITY BILLS/OCT 2016	\$64.82
				CITY UTILITY BILLS/OCT 2016	\$13,285.15
				CITY UTILITY BILLS/OCT 2016	\$635.21
				CITY UTILITY BILLS/OCT 2016	\$451.75
				CITY UTILITY BILLS/OCT 2016	\$362.57
		10/2016-26	239796	#26 LANDFILL FEES	\$321.05



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From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FASTENAL COMPANY		WARIC61072	239828	SCREWS	\$4.13
HD FOWLER COMPANY INC		I4369600	239844	COPPER TUBING	\$146.62
		I4369601		HYDRANT EXTENSION	\$513.46
KELLEY'S TELE-COMMUNICATIONS INC		276311012016	239653	ANSWERING SRVC CHARGES OCTOBER	\$46.77
OXARC INC		R435821	239888	CYLINDER RENTAL	\$73.41
		R441962		CYLINDER RENTAL	\$71.30
		R448118		CYLINDER RENTAL-OCTOBER	\$73.41
PRO BUILD COMPANY LLC		1215265	239897	WOOD STAKES	\$164.96
		1215800		VISQUEEN/WOOD STAKES	\$214.45
		1215803		WOOD STAKES	\$31.48
RICHLAND ACE HARDWARE		212258	239904	BALL VALVE	\$32.55
		53802		CUT WHEEL	\$9.09
		53939		CLAMP	\$4.97
STONEWAY ELECTRIC SUPPLY		S101803443.001	239697	SECURITY LIGHTING-MH RESERVOIR	\$364.52
UTILITIES UNDERGROUND LOCATION CENTER		6100200	239938	UTILITIES LOCATE SERVICE	\$41.93
XEROX CORPORATION		086863503	239952	W7855PT BASE CHG/PRINTS-OCT	\$88.17
WATER MAINTENANCE TOTAL ****					\$22,249.45
WATER UTILITY FUND Total ***					\$187,411.25
FUND 403	WASTEWATER UTILITY FUND				
Division:	000				
COLUMBIA ELECTRIC SUPPLY	P057101	5858-774983	239802	RENEWAL OF TECHCONNECT SUPPORT	\$1,340.52
EXTREME COATINGS INC	P056944	C200-16/PMT 2	239827	C200-16/PMT 2 RETAINAGE	(\$5,828.00)
WA STATE DEPARTMENT OF ECOLOGY	P057114	L1000013-PYMT 10	239715	WWTF AERATION BASIN 2 MODS - L	\$18,100.10
	P057114			WWTF AERATION BASIN 2 MODS - L	\$33,262.92
UNASSIGNED TOTAL ****					\$46,875.54
Division:	420	SEWER ADMINISTRATION			
FINANCIAL CONSULTING SOLUTION GROUP	P056958	2574-21610060	239633	WWTF CAPACITY & COSTS ANALYSIS	\$2,047.50
SEWER ADMINISTRATION TOTAL ****					\$2,047.50
Division:	421	SEWER CAPITAL PROJECTS			
CENTRAL HOSE & FITTINGS INC		446650	239789	HOSES/FITTINGS/CLAMPS	\$113.99
EXTREME COATINGS INC	P056944	C200-16/PMT 2	239827	WWTF PRIMARY CLARIFIER #2 &	\$126,584.16
PARAMOUNT SUPPLY COMPANY		441958	239890	BALL VALVE/MONSTER TAPE	\$427.82
TACOMA SCREW PRODUCTS INC		102816	239918	PIPE/FITTINGS-BOOSTER PUMP	\$127.30
		22159553	239698	SCREW/NET/WASHERS	\$137.89
SEWER CAPITAL PROJECTS TOTAL ****					\$127,391.16
Division:	422	SEWER OPERATIONS			
ABADAN INC		ARIN067788	239729	4 COPIES O&M MANUAL 9/16 UPDAT	\$10.32
ALS GROUP USA CORP DBA	P056973	51-363404-0	239733	SOIL/OTHER- TOTAL SOLIDS	\$10.00
	P056973			SOIL/OTHER- METALS (ARSENIC,	\$40.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ALS GROUP USA CORP DBA	P056973	51-363404-0	239733	WWTP DECANT FACILITY (COR VAC	\$85.00
	P056973			SOIL/OTHER - PAH'S BY GC/MS (S	\$260.00
	P056973			SOIL/OTHER- NWTPH-DX - TAT 10	\$85.00
	P056973			SOIL/OTHER- 8260 BVOC_FP - TAT	\$105.00
	P057065	51-363470-0		BARNARD GRIFFIN, HAMILTON CELL	\$96.00
	P057065			WATER- TSS EPA 160.2	\$36.00
AMERIGAS		3057181663	239579	WWTP-PROPANE	\$99.40
BANK OF AMERICA		TXN00029419	239739	INTERNATIONAL TRANSACTION - Mg	\$0.08
		TXN00029420		STAPLES - Stenobks, shiptape,	\$68.57
		TXN00029431		STAPLES - Clipboards (3)	\$3.82
		TXN00029442		ACHIEVE TRAINING CTR - Mgmt tr	\$9.95
		TXN00029492		USA BLUE BOOK - Pipets/funnel/	\$884.98
		TXN00029500		OFFICE DEPOT #1078 - Stamp "EN	\$3.56
		TXN00029508		LOWES #02344 - Drills--lithium	\$334.49
		TXN00029511		TFS FISHERSCI ECOM HUS - FSRTb	\$284.36
		TXN00029649		THE HOME DEPOT #4746 - SpaceHt	\$75.99
		TXN00029682		THE HOME DEPOT #4746 - PrpneHt	\$288.00
		TXN00029713		THE HOME DEPOT #4746 - Univtap	\$18.03
		TXN00029747		FRED-MEYER #0286 - LimeAway cl	\$20.37
		TXN00029845		THE HOME DEPOT #4746 - BcktsSp	\$50.77
		TXN00029860		FRED-MEYER #0286 - Vinegar	\$18.83
		TXN00029865		HARBOR FREIGHT TOOLS 49 - Silv	\$38.00
		TXN00029880		THE HOME DEPOT #4746 - Husky s	\$156.12
BAY VALVE SERVICE INC	P056995	65418	239588	REPLACEMENT MANUAL OPERATING	\$48.87
BENTON COUNTY SHERIFF'S OFFICE		07/16-WORKCREW II	239775	WORKCREW II-JULY 2016	\$1,864.08
BENTON FRANKLIN HEALTH DISTRICT		8439	239777	WW PHOSPHATE/NITRATE/TKN	\$529.00
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$20,230.90
		10/2016-25	239796	#25 BIOSOLIDS LANDFILL FEES	\$2,894.52
		10/2016-38		#38 GRIT DISP/HAULING	\$421.15
COLUMBIA ELECTRIC SUPPLY	P057101	5858-774983	239802	RENEWAL OF TECHCONNECT SUPPORT	\$268.10
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-568255	239613	BEAKERS FOR WW LAB	\$206.34
DSD CAPITAL LLC		2078758	239818	POL SERVICE-LANDFILL-OCT 2016	\$81.00
EMPIRE RUBBER & SUPPLY CO		272523	239626	18" RED SILICONE STRIPPING NEU	\$7.10
GTP INVESTMENTS LLC	P056199	403659359	239638	BADGER MOUNTAIN LEASE FOR CITY	\$525.00
HERC RENTALS INC		28942563-001	239847	LIQUID PROPANE	\$87.10
ISS-WONDERWARE	P056881	SIN000632	239850	SHIPPING & HANDLING (ESTIMATED	\$37.96
	P056881			REPAIR FEE, HARD DRIVE FAILED	\$760.20
MIDWEST LABORATORIES INC	P057093	824721	239877	CURBSIDE FEEDSTOCK - COMPOST P	\$75.00
	P057093			SHIPPING FOR 10/11/16 SAMPLING	\$41.61
	P057093			10-11-16 SAMPLING EVENT- FINIS	\$335.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MIDWEST LABORATORIES INC	P057093	824721	239877	CITY OF RICHLAND LANDFILL COMP	\$335.00
	P057093			SHIPPING FOR 10/18/16 SAMPLING	\$41.48
	P057093			SELF HAUL FEEDSTOCK - COMPOST	\$75.00
OXARC INC		R448117	239888	CYLINDER RENTAL-OCT	\$12.78
PARAMOUNT SUPPLY COMPANY		436224	239675	PIPE HANGERS-INFLUENT BLDG.	\$31.70
PICARD CORPORATION	S017178	T461035	239894	BULK, SODIUM CHLORIDE (NACL)	\$420.60
	S017178			FREIGHT FOR ONE LOCATION	\$644.48
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$8.37
SOFTWARE ONE INC	P057136	US-PSI-532679	239694	SQLSvrStd 2016 SNGL MVL item	\$629.65
STONEWAY ELECTRIC SUPPLY		S101801149.001	239697	LED BULBS-INFLUENT BLDG	\$19.86
		S101807404.001		WWTP-FLUORESCENT BULBS	\$62.02
		S101807947.001		WWTP-FLUORESCENT BULBS	\$66.82
		S101814532.001	239915	LIGHT BULBS-GAS ROOM DIGESTER	\$23.44
TACOMA SCREW PRODUCTS INC		22159271	239698	BLACK PLASTIC SHEETING	\$48.66
		22159277		AEROKROIL PENETRATING OIL	\$19.14
		22159393		THREADED ROD/HEX FULL NUT	\$24.47
		22159554		METRIC-SCREW/NET/WASHERS	\$206.19
		22159706		PARTICULATE RESPIRATOR/BRUSH	\$99.33
UNITED PARCEL SERVICE	S017165	000986641456	239711	GROUND PKG TO ALS FOR WWTP OPS	\$34.52
VIVID LEARNING SYSTEMS	P057102	INV4840	239714	ANNUAL SUBSCRIPTION FOR WORKPL	\$139.01
XEROX CORPORATION		086863472	239952	W7845PT BASE CHG/PRINTS-OCT	\$274.84
XYLEM DEWATERING SOLUTIONS INC DBA	P056996	400649871	239954	FOUR (4)- 1/4-INCH X 50-FOOT	\$34.75
	P056996			TWO (2)- 1/2-INCH X 50-FOOT	\$104.26
	P056996			FOUR (4) 1-INCH X 50-FOOT	\$243.26
	P056996			DELIVERY CHARGE	\$814.50
	P056996			PICKUP CHARGE	\$814.50
	P056996			RENTAL OF GODWIN GHPU30SG DIES	\$1,120.75
	P056996			RENTAL OF PORTABLE PUMPING SYS	\$495.22
SEWER OPERATIONS TOTAL ****					\$38,495.55
Division:	423	SEWER MAINTENANCE			
BANK OF AMERICA		TXN00029529	239739	THE HOME DEPOT #4746 - Blower	\$216.12
				THE HOME DEPOT #4746 - Brooms/	\$43.96
		TXN00029580		JT AUTOMOTIVE PARTS, INC - SAE	\$12.97
		TXN00029814		JET.COM - Miller three-piece p	\$1,804.89
		TXN00029831		Amazon.com - Allpax AX6020 std	\$297.15
		TXN00029854		AMERICAN FLOOR MATS - Entry ma	\$119.06
		TXN00029872		HOME DEPOT/TEST PLUGS	\$23.11
CH2O INC		249880	239791	BOILER TESTING-OCT 16 BW LABOR	\$64.49
COAST CRANE COMPANY		DI/080481	239609	BOOMTRUCK NEW BLWR/VALVE	\$2,205.23
KELLEY'S TELE-COMMUNICATIONS INC		276311012016	239653	ANSWERING SRVC CHARGES OCTOBER	\$46.78
RICHLAND ACE HARDWARE		53589	239684	TUBE POLY/FASTENERS	\$1.75



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
STONEMAN ELECTRIC SUPPLY		S101806316.001	239697	TOGGLE SWITCH FOR JET TRUCK	\$4.96
SUNBELT RENTALS INC		63816418-001	239917	TRACK SKIDSTEER CAB RENTAL	\$1,890.49
		63816418-002		TRACK SKIDSTEER CAB RENTAL	\$1,937.57
TACOMA SCREW PRODUCTS INC		22158981	239698	WWTP-COUPPLING/NIPPLES	\$11.64
		22159478		DMG SCREW REMOVER/DRILL/SCREW	\$102.13
		22160201	239918	EARPLUGS	\$117.74
THE DRAIN SURGEON		35860	239922	SNAKE MAIN LINE-706 SANFORD	\$210.41
UTILITIES UNDERGROUND LOCATION CENTER		6100200	239938	UTILITIES LOCATE SERVICE	\$41.93
SEWER MAINTENANCE TOTAL ****					\$9,152.38
WASTEWATER UTILITY FUND Total ***					\$223,962.13
FUND 404	SOLID WASTE UTILITY FUND				
Division:	000				
CITY OF RICHLAND		080416	239797	LANDFILL SHORTAGE-ELLERSTON	\$53.30
UNASSIGNED TOTAL ****					\$53.30
Division:	432	SOLID WASTE COLLECTION			
BANK OF AMERICA		TXN00029437	239739	STAPLES - HP Toner for KKirsch	\$67.82
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$194.46
GTP INVESTMENTS LLC	P056199	403659359	239638	BADGER MOUNTAIN LEASE FOR CITY	\$312.50
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$39.99
RULE STEEL TANKS INC	S017140	0025407-IN	239687	FREIGHT	\$135.00
	S017140			QUICK-LOCK CANSTER-PAD W/BOLT	\$224.00
TOTER INC	S017125	65435541	239929	TOTER 96 GALLON LIDS COLOR: GR	\$651.60
	S017125			SHIPPING	\$316.66
	S017125			ADJUST FOR TAX	(\$0.01)
SOLID WASTE COLLECTION TOTAL ****					\$1,942.02
Division:	433	SOLID WASTE DISPOSAL			
ARAMARK UNIFORM SERVICES INC	S017161	09/16-934962000	239585	LINEN CHARGES FOR SEPTEMBER, 2	\$128.93
BANK OF AMERICA		TXN00029480	239739	STAPLES - CALENDARS, PENS	\$39.20
		TXN00029528		STAPLES - FASTENERS,CALENDARS,	\$32.56
		TXN00029530		STAPLES - FASTENERS	\$7.85
		TXN00029534		STAPLES - EMPLOYEE CORK BULLET	\$28.83
		TXN00029545		STAPLES - STENO PADS,BINDERS	\$35.65
		TXN00029579		JOHNSTONE SUPPLY NO 2000 - REC	\$90.85
		TXN00029592		GEMPLER'S - BEAD BREAKING HAMM	\$147.20
		TXN00029840		STAPLES - TONER-REED,PENS,FLDR	\$46.81
		TXN00029869		STAPLES - POST ITS,DESK ORGANI	\$64.39
BENTON COUNTY SHERIFF'S OFFICE		07/16-WORKCREW II	239775	WORKCREW II-JULY 2016	\$3,728.16
BLAIR, JEANNETTE		OCT 2016	239781	BLAIR-MILEAGE 10/6 - 10/31/	\$69.34
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$1,272.99



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From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FAIRBANKS SCALES INC		1302190	239628	ANNUAL SCALE MAINT/TESTING	\$1,465.01
FASTENAL COMPANY		WARIC60725	239630	PENLIGHT/HOLE SAW	\$34.76
FINLEY BUTTES LANDFILL		5579	239834	TIRE DISPOSAL	\$341.81
PARADISE BOTTLED WATER CO		10/16-LANDFILL	239889	BOTTLED WATER-OCTOBER	\$94.97
TESTAMERICA LABORATORIES INC	P056510	58098602	239920	2016 LANDFILL MONITORING - LAB	\$750.00
	P056510	58098837		2016 LANDFILL MONITORING - LAB	\$6,264.50
XEROX CORPORATION		086863473	239952	W7225PT BASE CHR/PRINTS-OCT	\$246.11
		144794115	239723	PREM SHIP CHG WASTE TONER	\$8.63
SOLID WASTE DISPOSAL TOTAL ****					\$14,898.55
SOLID WASTE UTILITY FUND Total ***					\$16,893.87
FUND 405	STORMWATER UTILITY FUND				
Division:	441	STORMWATER			
BANK OF AMERICA		TXN00029762	239739	HOME DEPOT/PROJECT PANEL LESLI	\$19.48
		TXN00029774		CONNELL SAND GRAVEL - CncrteLe	\$490.87
		TXN00029885		HOME DEPOT/ASPHALT PATCH	\$55.39
CENTRAL HOSE & FITTINGS INC		446068	239789	BRASS COUPLER FOR VAC TRUCK	\$2.17
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$302.25
JT AUTOMOTIVE PARTS INC DBA		372132	239853	TIRE VALVE/COUPLERS/BUSHING	\$13.23
RICHLAND ACE HARDWARE		212201	239684	FOAM JOINT/GAP FILLER	\$11.92
		212279	239904	KNEE PADS/TAPE/FLOAT	\$53.17
		53816		PIPE TEE/NIPPLE/VLVBALL	\$27.65
STORMWATER TOTAL ****					\$976.13
STORMWATER UTILITY FUND Total ***					\$976.13
FUND 407	MEDICAL SERVICES FUND				
Division:	121	AMBULANCE			
BANK OF AMERICA		TXN00029539	239739	VARIDESK - STANDING DESKS	\$495.00
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$753.55
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$130.98
SEA WESTERN INC	P057017	194387	239689	LION #BDU1951-P-20 TRI-CERTIFI	\$1,459.58
	P057017			ADJUST FOR TAX	\$0.01
AMBULANCE TOTAL ****					\$2,839.12
MEDICAL SERVICES FUND Total ***					\$2,839.12
FUND 408	BROADBAND FUND				
Division:	460	BROADBAND ADMINISTRATION			
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$164.44
BROADBAND ADMINISTRATION TOTAL ****					\$164.44
BROADBAND FUND Total ***					\$164.44



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 501	CENTRAL STORES FUND				
Division:	000				
BANK OF AMERICA		TXN00029564	239739	AMAZON/CREDIT FOR DAMAGED ITEM	(\$43.44)
GRAINGER	P057117	9261590666	239842	BAND AID, FABRIC, 7/8" X 3",	\$39.81
	P057117			HAND SANITIZER,4 FL OZ SQUEEZE	\$198.74
	P057117			MASK, PARTICULATE AND SURGICAL	\$872.71
HORIZON DISTRIBUTION INC	P057118	951978	239848	BAND AID, FABRIC, KNUCKLE,	\$20.04
	P057118			VEST SAFETY FLUOR ORANGE/LIME	\$40.73
INTERLINE BRANDS INC DBA	P057015	381521699	239646	CLEANER, NON-ACID DISINFECTANT	\$703.73
NORCO INC	P057115	19750459	239886	PAINT,MARKING,REGULAR WHITE	\$353.17
	P057115			DELIVERY CHARGE	\$10.32
	P057115			PAINT STICK 32",WHEEL, MARKING	\$72.63
	P057115			PAINT,MARKING,REGULAR BLACK	\$141.27
	P057115			PAINT,MARKING,REGULAR PURPLE	\$141.27
	P057115			PAINT,MARKING,FLUORESCNT GREEN	\$152.21
	P057115			PAINT,MARKING,FLUORESCENT BLUE	\$380.53
	S017163	19766527		GLOVES, THERMAL-GRIP, SIZE 9	\$101.65
	S017163			ADJUST TAX	\$0.01
	S017163			GLOVES, THERMAL-GRIP, SIZE 10	\$50.82
	S017163			GLOVES, THERMAL-GRIP, SIZE 8	\$50.82
WEST COAST PAPER COMPANY	P057182	9829206	239946	PAPER BOND, 20#,8.5 X 11, DNR	\$304.08
UNASSIGNED TOTAL ****					\$3,591.10
Division:	903	CENTRAL STORES			
XEROX CORPORATION		086863516	239952	D95 PRINT SHOP BASE/COPIES-OCT	\$371.76
		086863518		C75 PRINT SHOP BASE/COPIE-OCT	\$2,070.04
CENTRAL STORES TOTAL ****					\$2,441.80
CENTRAL STORES FUND Total ***					\$6,032.90
FUND 502	EQUIPMENT MAINTENANCE FUND				
Division:	000				
NORCO INC	P057167	19702431	239886	FIRE EXTINGUISHER,5#, ABC, DRY	\$1,075.41
UNASSIGNED TOTAL ****					\$1,075.41
Division:	214	EQUIPMENT MAINTENANCE			
AMERICAN RADIATOR INC		AA098484	239577	FAN REPAIR VEH 3281 WO 44494	\$293.22
APPLIED INDUSTRIAL TECH INC		7009012460	239584	BUSHING VEH 3306 WO 44318	\$17.98
ARAMARK UNIFORM SERVICES INC	S017161	09/16-934962000	239585	LINEN CHARGES FOR SEPTEMBER, 2	\$150.00
B AND B TRAILERS LLC		1593	239738	SOCKET VEH 4105 WO 43950	\$21.18
BANK OF AMERICA		TXN00029448	239739	AMAZON.COM - VEH6563 CLUTCH AS	\$321.34
		TXN00029456		SONSRAY MACHINERY - VEH3247 L	\$258.09



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00029583	239739	NATIONALTOOL - AIR IMPACT WREN	\$1,000.00
		TXN00029586		OFFICE DEPOT - PAPER	\$94.45
		TXN00029609		NATIONALTOOL - AIR IMPACT TOOL	\$948.39
		TXN00029638		PAYPAL REFUND - #6563 INPUT SH	(\$4.99)
		TXN00029648		ROCK-IT RADIO - BU CAMERA INST	\$380.10
		TXN00029666		EZGO PARTS - #6563 INPUT SHAFT	\$47.71
		TXN00029669		PAYPAL - VEH#6563 INPUT SHAFT	\$4.99
		TXN00029676		RANCH & HOME - VEH#7104 TRLR D	\$119.45
		TXN00029765		WA DOL - #6603 LIC SVC FEE	\$2.00
		TXN00029767		WA DOL - #4117 LICENSE SVC FEE	\$2.00
		TXN00029781		RHOMAR - #0030 NEUTROWASH	\$673.02
		TXN00029783		WA DOL - #4117 LIC PLATE REPLA	\$14.75
		TXN00029784		HOME DEPOT - ALUM DUCT	\$44.34
		TXN00029785		WA DOL - #6603 VEH LIC	\$40.75
		TXN00029796		WA DOL - #1380 LIC SVC FEE	\$2.00
		TXN00029803		WA DOL - #1380 VEH LICENSE	\$14.75
		TXN00029808		SHO-ME LIGHTBAR - #7146 ARROWB	\$162.46
		TXN00029842		SONSRAY MACHINERY - BOMAG FWD/	\$158.74
BASIN EXPRESS LLC		TXN00029849		RANCH & HOME - CAT2CAT LINK	\$69.49
		315295	239772	SHIPPING VEH 3283 WO 44638	\$65.00
		326932		SHIPPING VEH 6000 WO 44787	\$10.50
BRAUN NORTHWEST INC		20076	239783	STEP VEH 5043 WO 44591	\$93.72
CASCADE FIRE EQUIPMENT CORP DBA		118401	239598	MIRRORS VEH 5033 WO 44052	\$1,022.10
		118482		HALE VEH 5036 WO 43645	\$194.29
		119006		SWITCH VEH 5039 WO 43884	\$634.37
		119124		WATERWAY VEH 5029 WO 44201	\$94.44
		119139	239786	FUSE VEH 5039 WO 44459	\$96.83
		119140		FUSE VEH 5038 WO 44458	\$96.83
		435223	239600	HYD ASSMBLY VEH 7138 WO 44686	\$66.60
CENTRAL HOSE & FITTINGS INC		445502		DEGREE ELBOW VEH 3306 WO 44318	\$53.77
		445852		HYD ASSMBLY VEH 3313 WO 44659	\$619.14
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$2,349.32
COLEMAN OIL COMPANY		0426146-IN	239610	LANDFILL DYED DIESEL	\$3,204.45
		CL38799		CARD LOCK FUEL 10/31-10/31/16	\$2,664.01
		CL41155		CARD LOCK FUEL 11/01-11/06/16	\$10,476.38
		CL41761	239800	CARD LOCK FUEL 11/07-11/13/16	\$11,356.70
COMMERCIAL TIRE INC		230233	239611	MNT/DSMNT VEH 3315 WO 44602	\$3,304.31
		230234		STEM REPR VEH 3281 WO 44601	\$1,907.86
		230514	239804	TIRES VEH 4129 WO 44596	\$181.65
		230515		FLAT REPAIR VEH 3244 WO 44599	\$36.92
		230516		FLAT REPAIR VEH 3320 WO 44598	\$45.07



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From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COMMERCIAL TIRE INC		230519	239804	TIRE VEH 1207 WO 44597	\$164.24
		230552		TIRE REPAIR VEH 3311 WO 44600	\$63.06
		230657		TIRE DISP VEH 3281 WO 44691	\$22.50
		230918		FLAT REPAIR VEH 3284 WO 44694	\$36.92
		230919		WHEEL SWITCH VEH 3281 WO 44693	\$8.15
		230920		WHEEL SWITCH VEH 3309 WO 44692	\$65.16
		231004		TIRES VEH 4113 WO 44698	\$181.22
		231006		TIRES VEH 4105 WO 44690	\$692.62
		231008		TIRE VEH 4111 WO 44697	\$90.60
		231014		WHEEL SWITCH VEH 3335 WO 44696	\$65.16
		231015		WHEEL SWITCH VEH 3280 WO 44695	\$65.16
		231098		TIRES VEH 4118 WO 44751	\$538.84
CORWIN OF PASCO LLC		388606	239810	MOULDING VEH 2452 WO 44478	\$477.84
		388680		VALVE VEH 388680 WO 44509	\$35.44
		388762		REMOTE VEH 2452 WO 44478	\$169.35
		388801		TIRE PRSR KT VEH 2447 WO 44653	\$135.50
		389747		ELEMENTS VEH 5041 WO 44729	\$119.06
		389751		SOLENOID VEH 5041 WO 44728	\$205.49
		389776		DAMPER VEH 5041 WO 44728	\$6.85
		616890		MAINTENANCE VEH 2420 WO 44234	\$130.32
		CM387673		CORE CREDIT VEH 2420 WO 44324	(\$1,086.00)
DSU PETERBILT & GMC INC		328781L	239624	RAN/CLAMP VEH 3281 WO 44494	\$315.84
		328781LX1	239819	SLEEVE VEH 3281 WO 44494	\$264.19
		329443L		FREIGHT VEH 3281 WO 44494	\$20.44
		330658L		HEADLAMP VEH 3315 WO 44673	\$1,015.46
FAST SIGNS		139-54124	239629	VEH NUMBERS VEH 9500 WO 44653	\$51.32
		139-54131		VEH NUMBERS VEH 9500 WO 44652	\$39.96
FASTENAL COMPANY		WAKEN143225	239828	BROOM SHOP SUPPLY	\$41.84
		WARIC60752	239630	BLOOD KIT VEH 2462 WO 44428	\$61.19
		WARIC60930	239828	SAFETY CABINET	\$1,840.76
FINAL TOUCH UPHOLSTERY		29176	239833	EXTND STEPS VEH 2462 WO 44765	\$331.23
		29205	239632	SEAT REPAIR VEH 3219 WO 44479	\$428.97
GENUINE AUTO GLASS OF TRI CITIES LLC		617239	239841	WINDSHIELD VEH 2419 WO 44622	\$201.24
		617252		WINDSHIELD VEH 2373 WO 44627	\$153.34
HOTSY OF SPOKANE		22303	239644	CAR WASH SOAP	\$2,063.40
IRRIGATION SPECIALISTS INC		1196671-01	239647	PIPE VEH 3306 WO 44318	\$130.32
JIM'S PACIFIC GARAGES INC		X100048851-01	239650	EBA STUD KIT VEH 3230 WO 43869	\$53.43
		X100048851-02		EBA STUD KIT VEH 3230 WO 43869	\$26.72
		X100049042		JACK ASSY VEH 6602 WO 44470	\$347.93
		X100049261		MOTOR ASSY VEH 3292 WO 44526	\$140.14
		X100049483	239852	JNCTN BLOCK VEH 3255 WO 44549	\$182.64



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JIM'S PACIFIC GARAGES INC		X100049483:02	239852	STROKE VEH 3255 WO 44549	\$53.44
		X100049627		BELT VEH 3244 WO 44552	\$51.15
		X100049629		SENSOR VEH 3244 WO 44552	\$25.73
		X100049783		CORE ASY VEH 3280 WO 44580	\$96.49
		X100050762		RUBBER VEH 3212 WO 44635	\$47.22
		X100051147		SWITCH ASSY VEH 3247 WO 44498	\$93.29
		X100051218		SWITCH ASSY VEH 3247 WO 44498	\$98.72
		X100051244		VALVE VEH 5036 WO 44671	\$31.30
JT AUTOMOTIVE PARTS INC DBA	369348		239853	BELT VEH 4000 WO 44752	\$10.97
	371684		239651	BLOW GUN VEH 3321 WO 43894	\$44.38
	371722			CONNECTR VEH 4158 WO 44512	\$11.39
	371723		239853	DISC PAD VEH 3324 WO 44654	\$60.41
	371767			WIRE VEH 3296 WO 44657	\$125.98
	372093			CONN VEH 6459 WO 44592	\$6.51
	372294			FILTER VEH 3306 WO 44318	\$16.18
	372336			WIPERS VEH 3330 WO 44603	\$22.78
	372340			WIPERS VEH 3328 WO 44568	\$41.25
	372342			WIPERS VEH 2365 WO 44641	\$144.33
	372344			CONN VEH 6544 WO 44547	\$11.39
	372374			MISC PTS VEH 2350 WO 44614	\$111.35
	372385			ENG SPRAY VEH 3306 WO 44318	\$10.84
	372409			CONN VEH 6459 WO 44592	\$14.64
	372412			ATF VEH 2447 WO 44653	\$8.94
	372504			SOLENOID VEH 2371 WO 44623	\$64.36
	372581			DRIVE AXEL VEH 2350 WO 4461	\$72.95
	372635			BULB VEH 2411 WO 44639	\$14.54
	372653			UJOINT VEH 2350 WO 44614	\$17.42
	372665			LAMP VEH CREDIT WO CREDIT	(\$38.41)
	372668			BATT VEH 3301 WO 44644	\$160.24
	372674			LIGHT VEH 6573 WO 44636	\$301.17
	372687			WIRE VEH 3248 WO 44634	\$52.13
	372700			BATT VEH 3256 WO 44656	\$102.11
	372708			BRK DRUM VEH 2272 WO 44651	\$102.04
	372710			STARTER VEH 3256 WO 44707	\$183.92
	372749			BRAKES VEH 2272 WO 44701	\$75.78
	372755			FILTER VEH 1375 WO 44664	\$25.59
	372804			FILTER VEH 3266 WO 44667	\$16.87
	372807			ALTERNATOR VEH 3256 WO 4470	\$169.23
	372834			FILTER VEH 3266 WO 44709	\$113.69
	372847			BRK CLN VEH 3255 WO 44549	\$71.31
	372849			BRAKES VEH 3266 WO 44709	\$100.47



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		372853	239853	BRAKES VEH CREDIT WO CREDIT	(\$47.59)
		372854		CORE VEH CREDIT WO CREDIT	(\$32.79)
		372864		BATT VEH 1347 WO 44019	\$110.11
		372887		BRK CLN VEH 3310 WO 44655	\$50.69
		372893		WIPER VEH 3269 WO 44672	\$20.61
		372898		ADAPTER VEH 2462 WO 44708	\$66.37
		372933		OIL VEH 4105 WO 43950	\$21.93
		372941		STARTER VEH 3256 WO CREDIT	(\$213.79)
		372967		BELT VEH 7122 WO 44684	\$72.28
		372969		FILTER VEH 7145 WO 44683	\$128.39
		373151		FILTER VEH 2433 WO 44726	\$28.30
		373214		SWITCH VEH 3256 WO 44707	\$27.40
		373219		FLOOR DRY VEH 9000 WO 44749	\$54.93
		373295		RELAY VEH 3297 WO 44738	\$18.04
KENWORTH SALES COMPANY		PASIN2051651	239859	PUMP VEH 3315 WO 44586	\$49.16
		PASIN2052287		HEADLAMP VEH 3309 WO 44589	\$16.11
		PASIN2059635		CLUTCH VEH 3283 WO 44683	\$1,871.28
		PASIN2065713		CHAMBER VEH 4105 WO 43950	\$38.44
MASCOTT EQUIPMENT CO INC		380732	239660	DECALS VEH 0800 WO 44519	\$136.59
		381053	239867	NOZZLE VEH 0800 WO 44519	\$387.08
MCCURLEY CHEVROLET		411708	239871	SRVC/INSPECT VEH 1211 WO 44700	\$442.00
		912266		CLIP VEH 2345 WO 44577	\$173.13
		912385		GASKET VEH 2341 WO 44584	\$100.59
		912437		BOLT VEH 2272 WO 44578	\$8.59
		912585		TUBE VEH 2375 WO 44619	\$32.88
		912791		HOSE/GASKET VEH 2350 WO 44614	\$89.03
		912797		ADAPTER VEH 2350 WO 44614	\$68.49
		912962		CAP VEH 2350 WO 44674	\$22.39
		912996		ACTUATOR VEH 1375 WO 44680	\$42.12
		913176		HOSE/MOUNT VEH 1204 WO 44719	\$222.39
		913177		CLAMP VEH 1204 WO 44719	\$8.96
		913253		ADJUSTER VEH 2404 WO 44740	\$25.80
		CM903432		SEATBELT VEH 1382	(\$121.99)
		CM905541		SEAL VEH 2324 WO CREDIT	(\$19.78)
		CM907279		CALIPERS VEH 1207	(\$452.06)
MID COLUMBIA FORKLIFT INC		350016013	239876	PARTS VEH 7069 WO 44530	\$184.17
MOBILE FLEET SERVICE INC		1262440037	239879	SEAL VEH 3230 WO 44754	\$932.14
		1262880010	239666	SWITCH VEH 3222 WO 44493	\$309.99
MONARCH MACHINE & TOOL CO INC		A186955	239881	VEH 5036 WO 44671	\$52.32
OXARC INC		R435823	239888	CYLINDER RENTAL	\$152.07
		R441964		CYLINDER RENTAL	\$147.53



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
OXARC INC		R448120	239888	CYLINDER RENTAL-OCT	\$152.07
RDO EQUIPMENT CO		P29013	239900	ARM/WHL KIT VEH 6566 WO 44447	\$95.29
		P29014		ARM/WHL KIT VEH 6594 WO 44450	\$190.57
		P29015		FILTER VEH 6594 WO 44449	\$102.34
		P29706		STRAP VEH 6589 WO 44665	\$6.47
REBUILDING & HARDFACING INC		58032	239901	SNWPLW BLADE VEH 0030 WO 44766	\$509.33
RMT EQUIPMENT		T47823	239907	TIRE/RIM VEH 7145 WO 44395	\$320.07
ROWAND MACHINERY CO		213843	239909	FUEL SENDER VEH 7142 WO 44633	\$205.79
		213844		CYLINDER VEH 7122 WO 44380	\$942.37
		213845		SWITCH VEH 7144 WO 44393	\$46.75
		213846		GUIDE VEH 7148 WO 44581	\$46.05
STEEBER'S LOCK SERVICE		128199	239914	TRANSPONDER VEH 1380 WO 44699	\$108.60
STONEWAY ELECTRIC SUPPLY		S101812788.001	239915	GRIP VEH 6603 WO 44572	\$45.61
		S101812788.002		CORD VEH 6603 WO 44572	\$707.76
		S101812788.003		PLUG VEH 6603 WO 44572	\$1,102.29
TACOMA SCREW PRODUCTS INC		22159445	239698	HEAT HRINK VEH 3252 WO 44345	\$167.84
		22159552		ELBOW/CNNCTR VEH 3321 WO 43894	\$168.15
		22159568		SFTY GLASSES VEH 3252 WO 44345	\$112.82
		22159569		U-BOLTS VEH 0800 WO 44519	\$9.12
		22160244	239918	NUT/ROD VEH 3306 WO 44318	\$2.93
		22160450		RUST INHBTR VEH 3306 WO 44318	\$111.91
		22161007		GLOVES VEH 2350 WO 44674	\$154.05
		22161141		SHOP SUPPLY	\$154.05
THERMO KING NORTHWEST, INC DBA		2335989	239703	LATCH VEH 7136 WO 44311	\$743.60
TIRE FACTORY INC DBA		03-117716	239704	THRST ALIGN VEH 3326 WO 44611	\$561.70
		03-117794	239925	TIRES VEH 4117 WO 44147	\$397.04
		03-117847	239704	WHEL MNT/DMT VEH 3283 WO 44610	\$3,621.51
		03-117867		MNT/DISMNT VEH 2374 WO 44609	\$661.51
		03-117870		MNT/DSMNT VEH 3310 WO 44604	\$1,246.21
		03-117887		WHEEL SWITCH VEH 3312 WO 44605	\$69.50
		03-117894		MNT/DSMNT VEH 2405 WO 44607	\$727.67
		03-117895	239925	TIRE VEH 3277 WO 44626	\$150.12
		03-117918		FLAT RPR VEH 3311 WO 4460	\$131.41
		03-117919		FLAT REPAIR VEH 3310 WO 44604	\$34.75
		03-117937		TIRES VEH 2349 WO 44625	\$807.51
		03-117973		TIRES VEH 2359 WO 44573	\$540.79
		03-118020		TIRE VEH 2443 WO 44624	\$226.87
		03-118030		TIRES VEH 2272 WO 44578	\$664.68
		03-118031		REPAIR VEH 4142 WO 44608	\$18.41
		03-118032		SENSOR VEH 1207 WO 44583	\$46.59
		03-118151		TIRES VEH 4144 WO 44688	\$757.34



City Of Richland

VL-1 Voucher Listing

From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TIRE FACTORY INC DBA		03-118152	239925	TIRES VEH 3333 WO 44687	\$1,253.81
		03-118153		FLAT REPAIR VEH 3292 WO 44595	\$34.75
		03-118177		TIRES VEH 6553 WO 44661	\$267.94
		03-118193		TIRES VEH 2441 WO 44689	\$384.88
		03-118212		TIRES VEH 5042 WO 44676	\$3,926.52
		03-118237		TIRES VEH 4105 WO 44750	\$3,235.31
TITAN TRUCK EQUIPMENT		1147940	239705	CONTROLLER VEH 3306 WO 44682	\$1,344.35
		1152266		RACK RPLCE VEH 2464 WO 44585	\$2,388.51
TRI CITIES BATTERY & AUTO REPAIR		114506	239708	BATTERY VEH 0800 WO 44519	\$139.01
		114841	239933	BATTERY VEH 0071 WO 44761	\$643.89
TRUCKPRO HOLDING CORPORATION		06 240421	239710	OIL KIT VEH 4158 WO 44512	\$23.64
		06 240962	239935	HUB CAP VEH 4105 WO 43950	\$45.49
		06 240969		DBL CHK VEH 5036 WO 44671	\$34.50
TTB, LLC DBA		3557	239936	VEHICLE WASHES-OCTOBER	\$63.00
WANCO		156730	239940	LAMP VEH 3302 WO 44017	\$295.00
		156991		BOX ASSY VEH 3302 WO 44017	\$620.00
WESTERN PETERBILT INC		H267005	239947	SWITCH VEH 3315 WO 44586	\$26.26
		H267034		COOLER VEH 3285 WO 44515	\$1,378.53
		H267061		COOLER VEH 3285 WO 44515	(\$1,378.53)
		H267215		CAC/CORE VEH 3285 WO 44515	\$2,002.96
		H267216		FREIGHT VEH 3285 WO 44515	\$54.30
		H267241		RETURN CORE VEH 3285 WO 44515	(\$380.10)
		H267434		RETURN CAC VEH 3285 WO 44515	(\$1,622.86)
WESTERN STATES EQUIPMENT COMPANY		IN000169143	239720	INSTALL VEH 7130 WO 44453	\$22,206.57
		IN000169938	239948	PLUG/PIN VEH 3252 WO 44345	\$51.44
WESTERN SYSTEMS & FABRICATION INC		16810	239949	AIR VALVE VEH 3321 WO 43894	\$174.52
		16898		ACTUATOR VEH 3310 WO 44588	\$507.48
		16909		CYLNDR REBLD VEH 3283 WO 44638	\$2,198.72
		16970		SWITCH VEH 3284 WO 44662	\$139.26
WIH RESOURCE GROUP INC	P056509	1016-COR	239721	ALTERNATIVE FUEL STUDY. THE	\$4,486.43
XEROX CORPORATION		086863514	239952	W7225PT BASE CHG/PRINTS-OCT	\$225.38

EQUIPMENT MAINTENANCE TOTAL ****

\$122,917.10

EQUIPMENT MAINTENANCE FUND Total ***

\$123,992.51

FUND 503

EQUIPMENT REPLACEMENT FUND

Division:

215

EQUIPMENT REPLACEMENT

TITAN TRUCK EQUIPMENT

P056983

1151636

239705

UP-FIT NEW VEHICLE #3334 AS PE

\$3,719.94

P056983

SALES TAX @ 8.6%

\$319.91

EQUIPMENT REPLACEMENT TOTAL ****

\$4,039.85

EQUIPMENT REPLACEMENT FUND Total ***

\$4,039.85



City Of Richland

VL-1 Voucher Listing

From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 505		PUBLIC WORKS ADMIN & ENGINEER			
Division:	450	PW ADMIN & ENGINEERING			
BANK OF AMERICA		TXN00029484	239739	BENTON CO AUDITOR - recording	\$166.05
		TXN00029495		BENTON CO AUDITOR - Recording	\$526.85
		TXN00029503		WA PROFESSIONAL LICENSE - Roga	\$116.00
		TXN00029535		STAPLES - envelopes,wipes,pens	\$52.48
		TXN00029556		STAPLES - calculator	\$67.32
		TXN00029626		BENTON CO AUDITOR - Recording	\$397.70
		TXN00029665		GEOLINE - Annual SW Mntnc PW	\$1,524.74
		TXN00029684		STAPLES - Batteries, highlight	\$32.10
		TXN00029685		STAPLES - note pads,markers,pe	\$107.77
CITY OF RICHLAND		10/2016 SEPTEMBER	239795	CITY UTILITY BILLS/OCT 2016	\$716.68
FEDERAL EXPRESS CORP		5-593-22919	239829	SHIPPING-OCTOBER 2016	\$5.95
PENWELL, DAN		110316	239892	REIMBURSE EXCISE TAX FEE	\$10.00
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$38.05
WATER SOLUTIONS INC		14658	239943	3 WTR MACHINES - NOVEMBER 2016	\$76.01
XEROX CORPORATION		086863500	239952	W7225PT BASE CHR/PRINTS-OCT	\$165.22
		086863501		W7225PT BASE CHR/PRINTS-OCT	\$69.64
		086863502		W7855PT BASE CHG/PRINTS-OCT	\$356.96
PW ADMIN & ENGINEERING TOTAL ****					\$4,429.52
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$4,429.52
FUND 506		WORKERS COMPENSATION FUND			
Division:	221	WORKERS COMP INSURANCE RESERVE			
DEPARTMENT OF LABOR & INDUSTRIES		3RD QTR 2016 SELF	239619	3RD QTR 2016 SELF INSURANCE	\$48,205.18
WORKERS COMP INSURANCE RESERVE TOTAL ****					\$48,205.18
WORKERS COMPENSATION FUND Total ***					\$48,205.18
FUND 520		HEALTH CARE/BENEFITS PLAN			
Division:	222	EMPLOYEE BENEFIT PROGRAM			
ANOVAWORKS		1062	239736	INFLUENZA QUAD VACCINES	\$4,138.62
LIFE INSURANCE COMPANY OF NORTH AMERICA		11/2016-FLI051384	239656	FLI051384 PREMIUMS-NOVEMBER	\$10,042.80
		11/2016-LK030278		LK030278 PREMIUMS-NOVEMBER	\$11,302.56
		11/2016-OK807703		OK807703 PREMIUMS-NOVEMBER	\$2,229.93
		2016 ABL670575		7/1/16 - 6/30/17 PREMIUM	\$1,000.00
MAGELLAN BEHAVIORAL HEALTH		NOV 2016	239658	EAP PREMIUMS-NOV	\$697.32
MERCER (US) INC	P056134	102210002970	239873	PROVIDE BENEFITS CONSULTING AN	\$6,374.70
REHN & ASSOCIATES INC		OCT-2016	239903	HRA PREMIUMS-OCTOBER	\$315.00
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$36,100.93



City Of Richland

VL-1 Voucher Listing

From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HEALTH CARE/BENEFITS PLAN Total ***					\$36,100.93
FUND 521	UNEMPLOYMENT FUND				
Division:	223	UNEMPLOYMENT COMPENSATION			
STATE OF WASHINGTON		3RDQTR2016	239824	3RD QTR 2016 UNEMPLOYMENT	\$18,090.07
UNEMPLOYMENT COMPENSATION TOTAL ****					\$18,090.07
UNEMPLOYMENT FUND Total ***					\$18,090.07
FUND 522	POST EMP HEALTHCARE PLAN				
Division:	224	POST EMPLOYMENT BENEFITS PRGM			
MERCER (US) INC	P056134	102210002970	239873	PROVIDE BENEFITS CONSULTING AN	\$708.30
POST EMPLOYMENT BENEFITS PRGM TOTAL ****					\$708.30
POST EMP HEALTHCARE PLAN Total ***					\$708.30
FUND 611	FIREMAN'S PENSION				
Division:	216	FIRE PENSION			
BANK OF AMERICA		TXN00029505	239739	STAPLES-PENSION-LABELS	\$17.64
COLUMBIA INDUSTRIES SUPPORT LLC		0039516	239803	ON SITE SHREDDING WO #0059097	\$16.06
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$9.34
FIRE PENSION TOTAL ****					\$43.04
FIREMAN'S PENSION Total ***					\$43.04
FUND 612	POLICEMEN'S PENSION				
Division:	217	POLICE PENSION			
BANK OF AMERICA		TXN00029505	239739	STAPLES-PENSION-LABELS	\$17.64
COLUMBIA INDUSTRIES SUPPORT LLC		0039516	239803	ON SITE SHREDDING WO #0059097	\$16.06
PITNEY BOWES PURCHASE POWER		1016/14823173	239680	POSTAGE 10/01/16 TO 10/31/16	\$9.34
POLICE PENSION TOTAL ****					\$43.04
POLICEMEN'S PENSION Total ***					\$43.04
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division:	600	SECOMM OPERATIONS GENERAL			
AT&T LONG DISTANCE		10/16 03030107210	239586	FAX LINES 09/21-10/22/16	\$36.82
BANK OF AMERICA		TXN00029557	239739	COLUMBIA BASIN PAPER & SU/URIN	\$118.15
CENTURYLINK		1116/509-786-2112	239790	GENERAL 11/6-12/5/16	\$103.29
CITY OF RICHLAND		4076962	239605	BCES UTILITY SRVC 09/01-10/03	\$2,379.32
		4109401	239795	BCES UTILITY SRVC 10/03-11/01	\$2,499.78
CORPORATE TRANSLATION SERVICES INC		96891	239809	TRANSLATION SRVCS-OCT 2016	\$122.20
DEVRIES BUSINESS SERVICES		0081046	239621	SHREDDING SRVCS-11/6/16	\$4.09



City Of Richland

VL-1 Voucher Listing

From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FRONTIER		11/16 5096281472	239836	GENERAL 10/4 - 12/3/16	\$69.01
		11/16 5096282608		GENERAL 11/7-12/6/16	\$81.54
		11/16 5096282609	239634	GENERAL 10/25/16-11/24/16	\$429.43
MOON, TAE-IM PHD		102516	239668	PSYCH EVALUATION-DERBY	\$400.00
		102616		PSYCH EVALUATION-DIXON	\$400.00
POCKETINET COMMUNICATIONS INC		161060	239896	WIRELESS TRNSPRT/INTERNET-OCT	\$268.28
SPRAGUE PEST SOLUTIONS		2978477	239913	PEST CONTROL SRVCS-OCTOBER	\$42.50
WATER SOLUTIONS INC		14616	239943	WATER FILTRATION 11/7-12/6/16	\$33.67
XEROX CORPORATION		086863495	239952	W7855PT BASE CHG/PRINTS-OCT	\$124.19
SECOMM OPERATIONS GENERAL TOTAL ****					\$7,112.27
Division:	601	E911 OPERATIONS			
APOLLO SHEET METAL INC	P056976	16090522	239583	HVAC SOFTWARE UPGRADE (ALERTON	\$1,327.00
BANK OF AMERICA		TXN00029423	239739	STAPLES/DIVIDERS, IBUPROFEN	\$97.38
		TXN00029715		APCO/CTO REGISTRATION DUNCAN	\$419.00
		TXN00029787		NORTHERN QUEST RESORT/OLLERMAN	\$308.64
		TXN00029792		NORTHERN QUEST RESORT/DEGRAAF	\$308.64
CITY OF RICHLAND		16-382 PROVENCHER	239798	16-382 WAPRO CONFERENCE	\$168.00
CORPORATE TRANSLATION SERVICES INC		96826	239809	TRANSLATION SRVCS-OCT 2016	\$216.71
ENTERPRISE HOLDINGS INC		11/16-45WA423	239825	16-420 HUSA CAR RENTAL	\$77.81
				16-382 PROVENCHER CAR RENTAL	\$116.72
				16-419 DEGRAAF CAR RENTAL	\$125.51
FRONTIER		10/16 2530120862	239634	GENERAL 10/22-11/21/16	\$37.81
		11/16 5097352383	239836	GENERAL 11/7-12/6/16	\$158.51
LANGUAGE LINE SERVICES LLC		3927176	239861	E911 TRANSLATION-SEPT 2016	\$30.09
		3947106		E911 TRANSLATION-OCT 2016	\$14.99
MOON, TAE-IM PHD		102516	239668	PSYCH EVALUATION-DERBY	\$400.00
		102616		PSYCH EVALUATION-DIXON	\$400.00
POCKETINET COMMUNICATIONS INC		161060	239896	WIRELESS TRNSPRT/INTERNET-OCT	\$268.27
E911 OPERATIONS TOTAL ****					\$4,475.08
Division:	602	SECOMM AGENCY			
CASCADE FIRE PROTECTION		I3149	239787	BCES-FIRE SPRINKLER INSPECTION	\$170.00
MID COLUMBIA CONSTRUCTION INC DBA		1059117	239874	WINTERIZE SPRINKLER SYSTEM	\$42.89
OXARC INC		F345027	239673	FIRE EXTINGUISHER SRVC/RECHRG	\$72.74
SECOMM AGENCY TOTAL ****					\$285.63
SOUTHEAST COMMUNICATIONS CTR Total ***					\$11,872.98
FUND	642	800 MHZ PROJECT			
Division:	610	800 MHZ			
BENTON PUD		10/16 4843174575	239592	UTILITY SRVCS 09/27-10/27	\$569.97
	P057164	11/16-3423907365		RATTLESNAKE MTN LEASE 2016 3RD	\$904.47



City Of Richland

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From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Klickitat County PUD		10/16-69552623	239860	GOLGATHA UTILITIES 10/05-11/02	\$239.90
LEGACY TELECOMMUNICATIONS INC	P056928	20891	239863	BADGER STANDBY BATTERY REPLACE	\$17,723.99
800 MHZ TOTAL ****					\$19,438.33
800 MHZ PROJECT Total ***					\$19,438.33
FUND 643	EMERGENCY MANAGEMENT				
Division:	620	STATE / LOCAL ASSISTANCE			
AT&T LONG DISTANCE		10/16 03030107210	239586	FAX LINES 09/21-10/22/16	\$9.21
BANK OF AMERICA		TXN00029557	239739	COLUMBIA BASIN PAPER & SU/URIN	\$6.95
		TXN00029558		WA FINANCE OFFCRS ASSOC/WFOA F	\$41.66
		TXN00029562		WA FINANCE OFFCRS ASSOC/WFOA A	\$100.00
CASCADE FIRE PROTECTION		I3149	239787	BCES-FIRE SPRINKLER INSPECTION	\$42.50
CITY OF RICHLAND		4076962	239605	BCES UTILITY SRVC 09/01-10/03	\$528.74
		4109401	239795	BCES UTILITY SRVC 10/03-11/01	\$416.63
DAVIS, DEANNA		16-460 DAVIS	239812	16-460 EMERGENCY MNGMNT ADV	\$90.00
GEORGE, JORDAN		16-443 GEORGE	239636	16-443 FED GRANT REQ & MNGM	\$12.00
MID COLUMBIA CONSTRUCTION INC DBA		1059117	239874	WINTERIZE SPRINKLER SYSTEM	\$10.73
OXARC INC		F345027	239673	FIRE EXTINGUISHER SRVC/RECHRG	\$18.19
POCKETINET COMMUNICATIONS INC		161060	239896	WIRELESS TRNSPRT/INTERNET-OCT	\$76.65
SPRAGUE PEST SOLUTIONS		2978477	239913	PEST CONTROL SRVCS-OCTOBER	\$10.63
WATER SOLUTIONS INC		14616	239943	WATER FILTRATION 11/7-12/6/16	\$11.22
XEROX CORPORATION		086863495	239952	W7855PT BASE CHG/PRINTS-OCT	\$72.45
STATE / LOCAL ASSISTANCE TOTAL ****					\$1,447.56
Division:	621	RADIOLOGICAL EMGCT PREPAREDNESS			
APOLLO SHEET METAL INC	P056976	16090522	239583	HVAC SOFTWARE UPGRADE (ALERTON	\$1,327.00
AT&T LONG DISTANCE		10/16 03030107210	239586	FAX LINES 09/21-10/22/16	\$9.21
BANK OF AMERICA		TXN00029423	239739	STAPLES/ADDRESS LABELS, ENVELO	\$573.80
		TXN00029463		STAPLES/BLACK PRINthead FOR PL	\$78.53
		TXN00029557		STAPLES/YELLOW PRINthead FOR P	\$81.33
		TXN00029558		COLUMBIA BASIN PAPER & SU/URIN	\$6.95
		TXN00029562		WA FINANCE OFFCRS ASSOC/WFOA F	\$41.67
		TXN00029596		WA FINANCE OFFCRS ASSOC/WFOA A	\$100.00
CASCADE FIRE PROTECTION		I3149	239787	RT SYSTEMS 2/KRS-D700 PROGRAMM	\$147.00
CITY OF RICHLAND		4076962	239605	BCES-FIRE SPRINKLER INSPECTION	\$42.50
		4109401	239795	BCES UTILITY SRVC 09/01-10/03	\$528.74
				BCES UTILITY SRVC 10/03-11/01	\$416.63
FEDERAL EXPRESS CORP		5-592-849566	239631	POSTAGE EXPENSE	\$8.58
GEORGE, JORDAN		16-443 GEORGE	239636	16-443 FED GRANT REQ & MNGM	\$12.00
MID COLUMBIA CONSTRUCTION INC DBA		1059117	239874	WINTERIZE SPRINKLER SYSTEM	\$10.73
OXARC INC		F345027	239673	FIRE EXTINGUISHER SRVC/RECHRG	\$18.18



City Of Richland

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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
POCKETINET COMMUNICATIONS INC		161060	239896	WIRELESS TRNSPRT/INTERNET-OCT	\$76.65
SPRAGUE PEST SOLUTIONS		2978477	239913	PEST CONTROL SRVCS-OCTOBER	\$10.63
WATER SOLUTIONS INC		14616	239943	WATER FILTRATION 11/7-12/6/16	\$11.22
XEROX CORPORATION		086863495	239952	W7855PT BASE CHG/PRINTS-OCT	\$72.45
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$3,573.80
Division:	622	DOE EMERGENCY PREPAREDNESS			
AT&T LONG DISTANCE		10/16 03030107210	239586	FAX LINES 09/21-10/22/16	\$9.20
BANK OF AMERICA		TXN00029557	239739	COLUMBIA BASIN PAPER & SU/URIN	\$6.96
		TXN00029558		WA FINANCE OFFCRS ASSOC/WFOA F	\$41.67
		TXN00029562		WA FINANCE OFFCRS ASSOC/WFOA A	\$100.00
CASCADE FIRE PROTECTION		I3149	239787	BCES-FIRE SPRINKLER INSPECTION	\$42.50
CITY OF RICHLAND		4109401	239795	BCES UTILITY SRVC 10/03-11/01	\$416.63
GEORGE, JORDAN		16-443 GEORGE	239636	16-443 FED GRANT REQ & MNGM	\$13.00
MID COLUMBIA CONSTRUCTION INC DBA		1059117	239874	WINTERIZE SPRINKLER SYSTEM	\$10.72
OXARC INC		F345027	239673	FIRE EXTINGUISHER SRVC/RECHRG	\$18.18
POCKETINET COMMUNICATIONS INC		161060	239896	WIRELESS TRNSPRT/INTERNET-OCT	\$76.65
SPRAGUE PEST SOLUTIONS		2978477	239913	PEST CONTROL SRVCS-OCTOBER	\$10.63
WATER SOLUTIONS INC		14616	239943	WATER FILTRATION 11/7-12/6/16	\$11.22
XEROX CORPORATION		086863495	239952	W7855PT BASE CHG/PRINTS-OCT	\$72.45
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$829.81
Division:	623	JURISIDICITION			
AT&T LONG DISTANCE		10/16 03030107210	239586	FAX LINES 09/21-10/22/16	\$9.20
CASCADE FIRE PROTECTION		I3149	239787	BCES-FIRE SPRINKLER INSPECTION	\$42.50
CITY OF RICHLAND		4076962	239605	BCES UTILITY SRVC 09/01-10/03	\$528.74
		4109401	239795	BCES UTILITY SRVC 10/03-11/01	\$416.63
CORWIN OF PASCO LLC	P057181	107 613 438 4	239810	2016 FORD EXPLORER LEASE PAYME	\$4,448.72
DEVRIES BUSINESS SERVICES		0081046	239621	SHREDDING SRVCS-11/6/16	\$4.09
MID COLUMBIA CONSTRUCTION INC DBA		1059117	239874	WINTERIZE SPRINKLER SYSTEM	\$10.72
OXARC INC		F345027	239673	FIRE EXTINGUISHER SRVC/RECHRG	\$18.18
SPRAGUE PEST SOLUTIONS		2978477	239913	PEST CONTROL SRVCS-OCTOBER	\$10.62
XEROX CORPORATION		086863495	239952	W7855PT BASE CHG/PRINTS-OCT	\$72.44
JURISIDICITION TOTAL ****					\$5,561.84
EMERGENCY MANAGEMENT Total ***					\$11,413.01
FUND	644	MICRO-WAVE			
Division:	611	MICROWAVE			
BENTON PUD	P057164	11/16-3423907365	239592	RATTLESNAKE MTN LEASE 2016 3RD	\$904.47
MICROWAVE TOTAL ****					\$904.47
MICRO-WAVE Total ***					\$904.47



City Of Richland

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From: 11/7/2016 To: 11/25/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 803	UTILITY BILL CLEARING FUND				
Division: 000					
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY12933	239865	Customer Refund	\$28.57
		CISPAY12934	239728	Customer Refund	\$149.60
		CISPAY12935	239866	Customer Refund	\$55.32
		CISPAY12936	239906	Customer Refund	\$5.12
		CISPAY12937	239821	Customer Refund	\$170.46
		CISPAY12938	239869	Customer Refund	\$223.89
		CISPAY12939	239885	Customer Refund	\$50.37
		CISPAY12940	239944	Customer Refund	\$51.04
		CISPAY12941	239831	Customer Refund	\$30.94
		CISPAY12942	239820	Customer Refund	\$112.87
		CISPAY12943	239908	Customer Refund	\$81.87
		CISPAY12944	239851	Customer Refund	\$75.38
		CISPAY12945	239794	Customer Refund	\$22.17
UNASSIGNED TOTAL ****					\$1,057.60
UTILITY BILL CLEARING FUND Total ***					\$1,057.60



City Of Richland

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From: 11/7/2016 To: 11/25/2016

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

\$2,391,176.79

Number of Invoices

Amount

Vouchers In Richland	162	\$168,320.11
Vouchers In Tri Cities	153	\$896,220.59
Vouchers In WA	242	\$684,996.97
Vouchers Outside WA	1149	\$641,639.12
Vouchers Final Total.....	1706	\$2,391,176.79

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$508.31	0.02%
2	BENEFITS	\$107,774.09	4.51%
3	SUPPLIES	\$261,777.08	10.95%
4	OTHER SERVICES & CHARGES	\$760,915.96	31.82%
5	INTERGOVERNMENTAL SERVICES	\$20,504.98	0.86%
6	CAPITAL PROJECTS	\$1,050,421.49	43.93%
	MACHINERY & EQUIPMENT	\$15,774.28	0.66%
	REFUNDS	\$1,057.60	0.04%
9	INTERFUND SERVICES	\$123.28	0.01%
	INVENTORY PURCHASES	\$172,319.72	7.21%
	Total	\$2,391,176.79	