



Agenda
City Council Regular Meeting
Tuesday, May 2, 2017
City Hall Council Chamber | 505 Swift Boulevard

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

Agenda Item:

1. Landfill Gas Development (10 minutes)
 - Pete Rogalsky, Public Works Director
2. Landfill Update (10 minutes)
 - Pete Rogalsky, Public Works Director
3. Discuss Meeting Agenda Items (10 minutes)
 - City Council Members

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

4. New Hire/Retirements (5 minutes)
 - Allison Jubb, Human Resources Director
5. Public Service Recognition Week Proclamation (5 minutes)
 - Robert Thompson, Mayor
6. 2016 United Way of Benton & Franklin Counties Campaign Award for the City of Richland (5 minutes)
 - Sandi Edgemon, Energy Services Business Services Manager

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

7. Relinquishment of an Easement Lying within 2005 Saint Street - Resolution No. 73-17
 - 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:

8. Approve the Minutes of the Council Meetings Held April 18 and 25, 2017
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

9. Ordinance No. 08-17, Issuance of 2017 Limited Tax General Obligation (LTGO) Bonds
 - Cathleen Koch, Administrative Services Director
10. Ordinance No. 09-17, Sale of 2017 Waterworks Utility Revenue and Refunding Bonds
 - Cathleen Koch, Administrative Services Director
11. Ordinance No. 18-17, Authorizing use of Eminent Domain for the Duportail Bridge Project
 - Pete Rogalsky, Public Works Director

Ordinances - Second Reading/Passage:

12. Ordinance No. 15-17, Acceptance of Funds and Amendment to the 2017 Budget to Provide Additional Appropriations in the City's Industrial Development Fund
 - Kerwin Jensen, Community Development Director
13. Ordinance No. 16-17, Amending the 2017 Budget for Additional Appropriation to the General Fund for the Development of an Environmental Impact Statement for the Comprehensive Plan Update
 - Kerwin Jensen, Community Development Director

Resolutions – Adoption:

14. Resolution No. 07-17, Authorizing an Interlocal Cooperation Agreement with Benton PUD for the Reata-to-Sunset Substations Transmission Line
 - Bob Hammond, Energy Services Director
15. Resolution No. 68-17, Authorizing a Second Amendment to the Professional Services Contract with Oneza and Associates
 - Kerwin Jensen, Community Development Director
16. Resolution No. 73-17, Authorizing Relinquishment of a Drainage Easement Within 2005 Saint Street and within a Portion of the Hagen Road Right-of-Way
 - Pete Rogalsky, Public Works Director
17. Resolution No. 76-17, Authorizing an Agreement with the Tri-Cities Development Council (TRIDEC)
 - Kerwin Jensen, Community Development Director
18. Resolution No. 80-17, Authorizing a Consultant Agreement with Springsted, Incorporated for a Classification and Compensation Study
 - Jon Amundson, Assistant City Manager
19. Resolution No. 81-17 Authorizing Submission of an Application to the Washington Rural Heritage Program of the Washington State Library
 - Joe Schiessl, Parks and Public Facilities Director
20. Resolution No. 82-17, Approving a Substantial Amendment to the 2015 and 2016 HOME Grant Annual Action Plans and the 2017 Unallocated Program Income, and Allocating Funding to the Kennewick Housing Authority Rental Development Project 2017 HOME Activity
 - Kerwin Jensen, Community Development Director

21. Resolution No. 83-17, Approving Amendment No. 2 to the 2014-2016 HOME Consortium Cooperative Agreement as Extended to 2017-2019
 - Kerwin Jensen, Community Development Director
22. Resolution No. 84-17, Authorizing an Agreed Order with the Washington State Department of Ecology
 - Pete Rogalsky, Public Works Director
23. Resolution No. 85-17, Authorizing an Interlocal Agreement with Benton County for Bridge Inspections
 - Pete Rogalsky, Public Works Director

Expenditures - Approval:

24. Expenditures from April 10, 2017 - April 21, 2017 for \$6,225,140.89 including Check Nos. 243950-244434, Wire Nos. 6412-6436, Payroll Check Nos. 118325-118862, and Payroll Wire/ACH Nos. 9886-9909
 - Cathleen Koch, Administrative Services Director

Items of Business:

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

****NOTE:** : Immediately following adjournment, the Richland City Council will convene a meeting of the Richland Transportation Benefit District (TBD) to entertain second reading and passage of proposed TBD Funding Ordinance.

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

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: 05/02/2017

Agenda Category: Agenda Item

Key Element:

Subject:

Landfill Gas Development (10 minutes)

Department:
Public Works

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Agenda Item

Key Element:

Subject:

Landfill Update (10 minutes)

Department:

Public Works

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Agenda Item

Key Element:

Subject:

Discuss Meeting Agenda Items (10 minutes)

Department:

City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

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: 05/02/2017

Agenda Category: Presentations

Key Element:

Subject:

Public Service Recognition Week Proclamation (5 minutes)

Department:

City Council

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Public Service Recognition Week is celebrated each year during the first full week of May. It is a time set aside for public employees and their families to honor the men and women who serve Washington as federal, state and local government employees.

A Public Service Recognition celebration, sponsored by Council 28 AFSCME Washington Federation of State Employees, is scheduled on May 11, 2017, at the Gesa Carousel of Dreams at 5:30-7:00 p.m.

Matt McGetrick will accept the proclamation.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Presentations

Key Element:

Subject:

2016 United Way of Benton & Franklin Counties Campaign Award for the City of Richland (5 minutes)

Department:
Energy Services

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Public Hearing

Key Element:

Subject:

Relinquishment of an Easement Lying within 2005 Saint Street - Resolution No. 73-17

Department:

Public Works

Ordinance/Resolution Number:

73-17

Document Type:

Public Hearing Item

Recommended Motion:

Summary:

This is a public hearing regarding the proposed relinquishment of the portions of a drainage easement lying within 2005 Saint Street and the westerly half of Hagen Road.

Refer to the staff report for Resolution No. 73-17 for more detail.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Approve the Minutes of the Council Meetings Held April 18 and 25, 2017

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the minutes of the Council meetings held on April 18 and 25, 2017

Summary:

None.

Fiscal Impact:

None.

Attachments:

1. Draft 041817 Minutes
2. Draft 042517 Minutes



MINUTES
RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, April 18, 2017

Draft

Pre-Meeting:

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

Attendance:

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

Also present were Assistant City Manager Amundson, City Attorney Kintzley, Administrative Services Director Koch, Finance Director Allen, Communications and Marketing Manager Logan, Public Works Director Rogalsky, Community Development Director Jensen, Parks and Public Facilities Director Schiessl and City Clerk Hopkins.

1. Columbia Park West Marina (10 minutes)
- Joe Schiessl, Parks and Public Facilities Director

Mr. Schiessl gave an update on the Washington State Department of Fish and Wildlife's proposal to remove of the land bridge to Bateman Island. He discussed how that would impact the nearby marina and what options he is evaluating regarding the proposal.

2. Land Sale for Readiness Center (10 minutes)
- Kerwin Jensen, Community Development Director

Mr. Jensen gave details on proposed Resolution No. 16-17, Purchase and Sale Agreement with the Washington State Military Department at the Horn Rapids Industrial Park for a National Guard Readiness Center.

Mr. Amundson said the City will be sending the Washington State legislators a letter requesting the removal of Section 938 of Senate-passed Operating Budget (ESSB 5048) related to Fire Insurance Premium Tax Distributions. The letter will stress how the Fire Insurance Premium Tax distributions assist the City with LEOFF 1 medical costs in the approximate amount of \$70,000 and how that will impact the City if that funding was lost.

3. Discussion of Council Meeting Agenda Items

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

Regular Meeting:

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

Welcome and Roll Call:

Mayor Thompson welcomed those in the audience and expressed appreciation for their attendance.

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

Also present were 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, Parks and Public Facilities Director Schiessl, Police Services Director Skinner, Energy Services Business Services Manager Edgemon and City Clerk Hopkins. Edgemon

Pledge of Allegiance:

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

Approval of Agenda:

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

Presentations:

1. Expression of Appreciation to Clifford Clark for Service on the Planning Commission (Resolution No. 77-17)
- Robert Thompson, Mayor

Mayor Thompson read the resolution and presented it to Mr. Clark. Mr. Clark expressed his appreciation for the opportunity to serve the City.

2. Planning Commission Annual Report (5 minutes)
- Kerwin Jensen, Community Development Director

Mr. Jensen introduced Amanda Wallner, Planning Commission Chair, who gave an overview of the Planning Commission's 2016 achievements including: financial stability; infrastructure; economic vitality; targeted investments; neighborhoods; construction values; and the 2017 projects.

3. Community and Economic Development First Quarter Update (10 minutes)
- Kerwin Jensen, Community Development Director

Mr. Jensen gave the first quarter update that included: building permits; land use and subdivisions; and the comprehensive plan. Mr. Ratki gave an update on economic development including: Horn Rapids area; Central Business District; Queensgate and the

South Richland area; Inland Port; Ask Richland Business project; Business License Reserve Fund; and the Capital Improvement Program.

4. CityView Video: Snyder Substation Expansion
- Sandi Edgemon, Energy Services Business Services Manager

Ms. Edgemon introduced the video about the City's 16th transformer installed at the Snyder Substation.

Public Hearing:

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

1. Amending the 2017 Budget for the General Fund to Provide Additional Appropriations for the Development of an Environmental Impact Statement for the Comprehensive Plan Update - Ordinance No. 16-17
- Kerwin Jensen, Community Development Director

Mr. Jensen said as part of the city's current comprehensive plan amendment process, the future potential land uses for the Columbia Point South area will be considered.

The process of addressing Columbia Point South as part of the City's current effort will require a more detailed and expanded environmental analysis and will require additional funding to complete. Additionally, this expanded process will prolong the anticipated adoption date by approximately six weeks.

Additional costs associated with the expanded environmental analysis is expected to be up to \$50,000. Staff is recommending that the City's general fund be utilized to offset this shortfall.

Mayor Thompson opened the public hearing at 7:59 p.m. and closed the public hearing at 7:59:15 p.m. as there were no comments.

2. Relinquishment of an Easement lying within 1820 Davison Avenue, Resolution No. 74-17
- Pete Rogalsky, Public Works Director

Mr. Rogalsky said the property owners at 1820 Davison Avenue have requested the relinquishment of an existing utility easement lying within their property. The easement was created with the recording of the Plat of Richland in 1956 and contained a water line. The water line was taken out of service in 2008 when a new water line was installed in the existing street right-of-way.

In reviewing the request, staff has determined that the existing easement is no longer necessary. State law provides for the disposal of surplus property originally required for public utility purposes.

Mayor Thompson opened the public hearing at 8:00 p.m. and closed the public hearing at 8:00:15 p.m. as there were no comments.

Public Comments:

Police Chief Skinner said at the last several Council meetings, he has heard public comments from citizens that are feeling a lack of safety and security. He said he agrees that some instances of inappropriate behavior have occurred in the community that he knows about and some that he probably doesn't know about, as they are not reported. He is gathering data and working on a strategy to address hate crimes and has met with ACLU to review the City's immigration policies, spoke with citizens that have experienced hate crimes and encouraged citizens to speak with him about instances or concerns regarding hate crimes. He reviewed the reported hate crimes since 2012 and to date there are 19 on record.

Rick Jones, 1854 Marshall, Richland, WA, said the City of Richland has had three hate crime assaults in the past 12 years. He talked with the local school districts and since the November 2016 election, there have been no hate crime reported to the schools. He believes Richland has diversity and is against the inclusiveness resolution because he believes federal funding will be withheld from the City, if the resolution is approved.

Ann Fraser, 570 Holly Street, Richland, WA, said she is a teacher and has seen a change in her classroom since the election. She said speaking to the marginalized population, would be a method to understand their feelings of a lack of safety and security. She noted the resolution does not have any language regarding immigration and therefore, the federal funds would not jeopardized.

Barbara Chinn, 2528 Harris Avenue, Richland, WA, said she does not see any downside in signing the inclusiveness resolution, it is intended to make people feel welcome and would be a big plus to the City.

Laura Newberry, 618 Muriel Street, Richland, WA, presented a sign "Hate Has No Home Here" that was torn up in a citizen's yard. She said it was not reported to the police and stated hate crime incidents are going on in the community that are not being reported and gave some reasons why they are not reported. She suggested the City work to be proactive against hate crimes before problems arise.

Kathy Sally, 1893 Young Grade Road, Yakima, WA, requested Council reconsider the ban on cannabis. She would like to come to Richland to open a cannabis business. She asked that Council look at how cannabis businesses are operated and regulated and consider the updated information about cannabis.

Martin Newberry, 618 Muriel Street, Richland, WA, said that he has spoken with several people who have had hate crime issues, but did not report them.

Paul Weaver, 1893 Young Grade Road, Yakima, WA, invited Councilmembers to visit his cannabis business to see how it is operated. He said it is time to review the ban on cannabis by considering the two-year operations and regulations history of the cannabis business.

Adriana Widen, 4301 English Court, (no city was stated) said she lived in southern California and never experience racial bigotry. She said after she moved here and got a job with the Richland School District, she was subject to racial bigotry and left the Richland

School District and moved to the Kennewick School District. She said that even though the reported hate crimes are low, it is an environment of segregation towards the low social status and non-English speaking populations.

Consent Calendar:

City Clerk Hopkins read the Consent Calendar.

Minutes:

1. Approve the Minutes for the Meeting Held April 4, 2017
- Heather Kintzley, City Attorney

Ordinances - First Reading:

2. Ordinance No. 15-17, Acceptance of Funds and Amendment to the 2017 Budget to Provide Additional Appropriations in the City's Industrial Development Fund
- Kerwin Jensen, Community Development Director
3. Ordinance No. 16-17, Amending the 2017 Budget for Additional Appropriation to the General Fund for the Development of an Environmental Impact Statement for the Comprehensive Plan Update
- Kerwin Jensen, Community Development Director

Ordinances - Second Reading/Passage:

4. Ordinance No. 10-17, Accepting a Citizen Donation and Amending the 2017 Budget to Provide Additional Appropriations in the City's General Fund
- Tom Huntington, Fire and Emergency Services Director
5. Ordinance No. 11-17, Amending RMC Title 23: Zoning, Official Zoning Map of the City
- Kerwin Jensen, Community Development Director
6. Ordinance No. 12-17, Amending the 2017 Budget for the General Fund and the Capital Improvement Plan to Provide Additional Appropriations for the Swift Corridor: City Hall Project
- Joe Schiessl, Parks and Public Facilities Director
7. Ordinance No. 13-17, Increasing 2017 Budget Appropriations to Include the 2016 Budget Carryovers
- Cathleen Koch, Administrative Services Director

Resolutions – Adoption:

8. Resolution No. 16-17, Authorizing the City Manager to Sign and Execute a Purchase and Sale Agreement with the Washington State Military Department at the Horn Rapids Industrial Park
- Kerwin Jensen, Community Development Director

9. Resolution No. 51-17, Awarding Distribution of 2017 Business License Reserve Funds (BLRF)
- Kerwin Jensen, Community Development Director
10. Resolution No. 65-17, Approving a Purchase and Sale Agreement with Treasure Valley Coffee Company
- Kerwin Jensen, Community Development Director
11. Resolution No. 70-17, Awarding Distribution of Commercial Improvement Funds (CIP)
- Kerwin Jensen, Community Development Director
12. Resolution No. 71-17, Authorizing a Second Amendment to the EVITA Interlocal Agreement to add Kittitas County PUD and City of Ellensburg
- Bob Hammond, Energy Services Director
13. Resolution No. 72-17, Authorizing Two Purchase and Sale Agreements with Steven Mansfield for the Reata-to-Dallas Transmission Line
- Bob Hammond, Energy Services Director
14. Resolution No. 74-17, Authorizing Relinquishment of an Easement within 1820 Davison Avenue
- Pete Rogalsky, Public Works Director
15. Resolution No. 77-17, Expressing Appreciation to Clifford Clark for Service on the Richland Planning Commission
- Heather Kintzley, City Attorney
16. Resolution No. 78-17, Awarding Bid to Boswell Asphalt Paving Solutions, Inc. for the 2017 Microsurfacing Project
- Pete Rogalsky, Public Works Director

Expenditures - Approval:

17. Expenditures from March 27, 2017 - April 7, 2017 for \$7,890,465.19 including Check Nos. 243607-243949, Wire Nos. 6407-6411, Payroll Check Nos. 117821-118324, and Payroll Wire/ACH Nos. 9864-9885
- Cathleen Koch, Administrative Services Director

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

Items of Business:

1. Resolution No. 79-17, Authorizing an Agreement with Benton County for use of Jail Facilities
- Cindy Reents, City Manager

Police Chief Skinner said at the March 21, 2017, pre-meeting, City Manager Reents provided Council an update on the jail contract negotiations with Benton County and asked that Council approve a one-month extension to the short-term jail agreement in order for the cities and the county to complete their negotiations. At that time, it was expected to reach an agreement that was mutually beneficial to all parties.

On the following day, March 22, the cities, along with their respective Chiefs of Police, met with Benton County Commissioner Jerome Delvin and Deputy County Administrator Loretta Smith Kelty, where several scenarios were discussed. In preparation for that meeting, the City of Kennewick provided the county and cities with the costs associated with each scenario that had previously been discussed based on actual bed days for the past several years and net operating costs for 2016 that were provided to the cities by the county. At the conclusion of that meeting, the county agreed to run scenarios based on discussions and provide that information to the cities by March 27 in preparation for a follow-up meeting on April 10.

The cities received no communication from the county until the City of Kennewick sent an email on April 6 inquiring about an agenda and the scenarios in order to prepare for the follow-up meeting on April 10. The response received from the county was that they had received direction at the commissioners' meeting on March 28 to move forward with the attached contract that was similar to a previous contract they had presented on March 3. They also canceled the meeting for April 10 since a decision had been made by the county that, according to their March 28 minutes, it is a 'take it or leave it' offer and there would be no further negotiations.

Given that the county has ended discussions and the City has no other options for housing prisoners at this time, City Manager Reents recommends approval of the agreement.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER KENT SECONDED A MOTION TO ADOPT RESOLUTION NO. 79-17, AUTHORIZING AN AGREEMENT WITH BENTON COUNTY FOR USE OF JAIL FACILITIES.

Mayor Thompson said he will not vote in favor of this resolution as he believes the negotiations with the Benton County Commissioners was not equitable or fair to the City.

Mayor Pro Tem Christensen asked what will happen if the Council does not adopt the resolution. Police Chief Skinner said the City has no alternative but to adopt the resolution as the City does not have any viable options at this time.

Mr. Amundson said most of the cities included in the jail facilities agreement have to accept the agreement as they have no other options.

THE MOTION CARRIED 4-3. MAYOR THOMPSON AND COUNCILMEMBERS ANDERSON AND ROSE OPPOSED.

Reports and Comments:

1. Assistant City Manager Amundson announced two upcoming events: the Coffee with a Cop event at Ethos Bakery at 11:30 a.m. on April 19; and the Queensgate

Corridor Improvement public open house held at the City Shops at 4:00 p.m. on April 19.

2. Council:

Councilmember Luzzo Gilmour said the Richland Library received a large donation that will be used for interactive panels. She also said she has reached out to the community to promote inclusiveness and recently took two immigrants that are new to the City on a tour to show them the area.

Councilmember Anderson said he appreciated the public comments. He has never experienced anything out of the norm in Richland and he expects the Richland Police to uphold the laws that protect people from hate crimes. He said unfortunately, some bad people will always be in the community. He assured the citizens that the City takes this topic very seriously is working to develop a strategy to address this issue.

Councilmember Kent said she appreciated the public's comments. She believes the City is looking at real solutions to address the issue of hate crimes.

Mayor Pro Tem Christensen said he attended the City's open house on the Racheal Road development options and was impressed with the quality of the presentation.

3. Mayor Thompson said what the downside of the resolution of inclusiveness give the city a chance to work and resolve the issues.

Adjournment:

Mayor Thompson adjourned the meeting at 8:55 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:



MINUTES
CITY COUNCIL WORKSHOP
Richland City Hall ~ 505 Swift Boulevard
Tuesday, April 25, 2017

Draft

City Council Workshop – 6:00 p.m.

Attendance:

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

Also present were City Manager Reents, Assistant City Manager Amundson, Public Works Director Rogalsky, Parks and Public Facilities Director Schiessl, Development Services Manager Simon and City Clerk Hopkins.

Agenda Items:

1. Complete Streets (10 minutes)
- Pete Rogalsky, Public Works Director

Mr. Rogalsky said the goal of the workshop session was to provide Council with a first touch for an anticipated ordinance being prepared by staff. Complete Streets is a transportation planning concept with an increasing following. Richland's Comprehensive Land Use Plan and 2005 Transportation Plan include the features sought through a Complete Streets program. These features generally make streets accessible and usable for pedestrians, bicyclists and transit users.

The Washington State Transportation Improvement Board (TIB) is the most prominent granting agency providing street improvement funds to cities across Washington. The TIB promotes Complete Streets programs and recently has begun awarding funds to incentivize Complete Streets programs among recipient cities. The TIB requires adoption of a Complete Streets ordinance into a local code. Since Richland's adopted plans and street improvement standards include Complete Streets features already, staff sees no risk in adopting a Complete Streets ordinance and seeking TIB grant funds to advance our street system goals. Staff will share a sample ordinance and discuss possible uses of the grant funds with Council.

Councilmembers had a brief question and answer period with Mr. Rogalsky.

2. Duportail Bridge Architectural Features (10 minutes)
- Pete Rogalsky, Public Works Director

Mr. Rogalsky said the purpose of the workshop was to present the visual design elements developed by the Arts Commission for the Duportail Bridge. The Duportail

Bridge engineering design is approaching ninety percent complete. For the past several months, Public Works Engineering staff, its engineering consultant, and the Arts Commission have been working together to enhance the engineering form of various project elements. Following the Council review of these concepts, staff and the Arts Commission intend on sharing their work in a public open house.

Jeff Kissel, Arts Commission Chair, presented the design concepts and discussed how they were developed.

Councilmembers had a question and answer period with Mr. Rogalsky.

3. Comprehensive Plan Update Discussion (30 minutes)
- Rick Simon, Development Services Manager

Mr. Simon introduced the consultants from Oneza and Associates who presented information related to the draft of the comprehensive plan update. They reviewed the City’s Comprehensive Plan including: various goals and policies; requirements from the state's Growth Management Act; several maps and illustrations relative to current and future land use; supporting analysis containing numerous maps, charts, and illustrations that help support the findings contained in the comprehensive plan. They also reviewed the written comments received to date from the public via workshops and online comments. Lastly, they discussed the next steps in the project.

Councilmembers had a question and answer with the Oneza staff and Mr. Simon.

Other Business:

Ms. Reents said she sent Councilmembers an email regarding the National Public Radio (NPR) article that aired earlier in the day. KONA Radio contacted the City and asked if we wanted to give a rebuttal. Mayor Thompson accepted the offer and recorded a statement, which she emailed as well.

Adjournment:

Mayor Thompson adjourned the workshop at 6:46 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 08-17, Issuance of 2017 Limited Tax General Obligation (LTGO) Bonds

Department:

Administrative Services

Ordinance/Resolution Number:

08-17

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 08-17, for the issuance of Limited Tax General Obligation (LTGO) Bonds, 2017

Summary:

The 2017-2030 Capital Improvement Plan includes a project to construct a new City Hall building and related improvements, as part of the multi-year Swift Corridor project for long-range economic development and infrastructure investment in the Central Business District that will be partially bond financed. Total bond financing for this project is \$15 million.

At current interest rates, there is also opportunity to refund the 2006 and 2010 LTGO bonds. The eligible amount from the 2006 issuance is \$3,505,000, with an anticipated net present value savings of approximately \$279,104, or 7.96%. The eligible amount from the 2010 issuance is \$4,840,000, with an anticipated net present value savings of approximately \$25,203, or 0.52%. The decision to refund the eligible amounts of the noted bonds will depend on market conditions at the time of sale.

As noted in the proposed bond ordinance, the total anticipated bonds to be issued is not to exceed \$25,595,000, which takes into account financing costs and current interest rates. Depending on the economic climate on the day of the bond sale, the bond amount may be some lower amount.

The proposed ordinance enables Council to appoint the Administrative Services Director as the City's designated representative to approve the final terms of the sale and issuance of the bonds within designated parameters approved by Council. This allows the pricing of the bonds to be timed to best meet market conditions. The parameters are outlined in Exhibit A and B of the ordinance.

Staff recommends approval of Ordinance No. 08-17 for first reading. Second reading and passage is currently scheduled for the Council meeting on May 16, 2017.

Fiscal Impact:

Yes

First reading will establish the intent to issue the general obligation bonds. The actual amount of the bonds is anticipated to be no more than \$25,595,000. The annual principal and interest payments on the proposed bonds will be funded from the General Fund. Debt service was anticipated in the 2017 budget.

Attachments:

I. Proposed Ord. No. 08-17; LTGO Bond

CITY OF RICHLAND, WASHINGTON

ORDINANCE NO. 08-17

AN ORDINANCE of the City of Richland, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$25,595,000 principal amount limited tax general obligation bonds to provide funds (1) to design and construct a new City Hall building and related improvements, as part of the multi-year Swift Corridor project for long-range economic development and infrastructure investment in the Central Business District, (2) to carry out the refunding of certain of the City's outstanding general obligation bonds (the "Refunding Candidates") depending on market conditions, and (3) to pay the administrative costs of such refunding and the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the Bond Sale Terms of the sale of the bonds; and providing for other related matters.

Passed _____, 2017

This document prepared by:

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CITY OF RICHLAND, WASHINGTON

ORDINANCE NO. 08-17

AN ORDINANCE of the City of Richland, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$25,595,000 principal amount limited tax general obligation bonds to provide funds (1) to design and construct a new City Hall building and related improvements, as part of the multi-year Swift Corridor project for long-range economic development and infrastructure investment in the Central Business District, (2) to carry out the refunding of certain of the City's outstanding general obligation bonds (the "Refunding Candidates") depending on market conditions, and (3) to pay the administrative costs of such refunding and the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the Bond Sale Terms of the sale of the bonds; and providing for other related matters.

BE IT ORDAINED BY THE CITY OF RICHLAND as follows:

Section 1. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) "*Acquired Obligations*" means those United States Treasury Certificates of Indebtedness, Notes, and Bonds—State and Local Government Series and/or other Government Obligations (as that term is defined in the Refunded Bond Ordinance), as identified in a Refunding Trust Agreement, purchased to accomplish the refunding of the Refunded Bonds as authorized by this ordinance.

(b) "*Authorized Denomination*" means \$5,000 or any integral multiple thereof within a maturity of a Series.

(c) "*Beneficial Owner*" means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(d) "*Bond*" means each bond issued pursuant to and for the purposes provided in this ordinance.

(e) "*Bond Counsel*" means the firm of Stradling Yocca Carlson & Rauth, PC, its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(f) “*Bond Fund*” means the general obligation bond fund of the City previously created and maintained for the payment of the principal of and interest on the Bond and other outstanding limited tax general obligation bonds of the City.

(g) “*Bond Purchase Agreement*” means an offer to purchase a Series of the Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of those Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, consistent with this ordinance. In the case of a competitive sale, the official notice of sale, the Purchaser’s bid and the award by the City shall constitute the Bond Purchase Agreement for purposes of this ordinance.

(h) “*Bond Register*” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

(i) “*Bond Registrar*” means the Fiscal Agent, or any successor bond registrar selected by the City.

(j) “*Bond Sale Terms*” means the terms and conditions for the sale of the Bonds including the amount, date, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms, conditions or covenants, including a minimum savings target for carrying out the Refunding Plan.

(k) “*City*” means the City of Richland, Washington, a municipal corporation duly organized and legally existing as charter city of the first class under the laws of the State.

(l) “*City Contribution*” means money of the City from sources other than proceeds of the Bonds that legally available and allocated to carrying out the Refunding Plan.

(m) “*City Council*” means the legislative authority of the City, as duly and regularly constituted from time to time.

(n) “*Code*” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(o) “*DTC*” means The Depository Trust Company, New York, New York, or its nominee.

(p) “*Designated Representative*” means the officer of the City appointed in Section 4 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(q) “*Finance Director*” means the person who holds the office or has the official responsibilities of Finance Director of the City or successor office.

(r) “*Fiscal Agent*” means the fiscal agent of the State, as the same may be designated by the State from time to time.

(s) “*Government Obligations*” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

(t) “*Issue Date*” means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.

(u) “*Letter of Representations*” means the Blanket Issuer Letter of Representations between the City and DTC, dated February 2, 1998, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

(v) “*MSRB*” means the Municipal Securities Rulemaking Board.

(w) “*Official Statement*” means an offering document, disclosure document, private placement memorandum or substantially similar disclosure document provided to purchasers and potential purchasers in connection with the initial offering of a Series of the Bonds in conformance with Rule 15c2-12 or other applicable regulations of the SEC.

(x) “*Owner*” means, without distinction, the Registered Owner and the Beneficial Owner.

(y) “*Project*” means the design and construction of a City Hall building and related facilities, as part of the multi-year Swift Corridor project for long-range economic development and infrastructure investment in the Central Business District, and other capital purposes, as deemed necessary and advisable by the City. Incidental costs incurred in connection with carrying out and accomplishing the Project, consistent with RCW 39.46.070, may be included as costs of the Project. The Project includes acquisition, construction and installation of all necessary furniture, equipment, apparatus, accessories, fixtures and appurtenances. The term “land,” when used in connection with the Project, includes all real property and all appurtenant improvements, structures and interests therein.

(z) “*Project Fund*” means the City’s General Government Construction Fund, which has been designated for the purpose of carrying out the Project.

(aa) “*Purchaser*” means the corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as purchaser in a private placement, underwriter or placement agent in a negotiated sale or awarded as the successful bidder in a competitive sale of any Series of the Bonds.

(bb) “*Rating Agency*” means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(cc) “*Record Date*” means the Bond Registrar’s close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of

business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 9.

(dd) “*Redemption Date*” means the date or dates selected by the Designated Representative for the call, payment and redemption of the Refunded Bonds, as set forth in the Refunding Plan.

(ee) “*Refunded Bond Ordinance*” means an ordinance that authorized the issuance and sale of an issue of Refunded Bonds, as described below.

(ff) “*Refunded Bonds*” means those maturities or portions of maturities of the Refunding Candidates selected by the Finance Director to be refunded pursuant to the authorization set forth in this ordinance.

(gg) “*Refunding Candidates*” means the following outstanding limited tax general obligation bonds maturing on the dates, in the amounts, and bearing interest at the rates set forth below, the refunding of which has been provided for in this ordinance.

2006 Refunding Candidates

Limited Tax General Obligation Improvement and Refunding Bonds, 2006
(Ordinance No. 36-06, passed on December 12, 2006)

Maturity (Dec. 1)	Principal Amounts	Interest Rates	Earliest Possible Redemption Dates (at par)
2018 **	\$805,000 **	4.25% **	6/1/2017
2020 **	880,000 **	4.25 **	6/1/2017
2022 **	715,000 **	4.25 **	6/1/2017
2024 **	530,000 **	4.25 **	6/1/2017
2026	575,000	4.25	6/1/2017

2010 Refunding Candidates

Limited Tax General Obligation Improvement and Refunding Bonds, 2010 (Ordinance No. 13-10, passed on July 30, 2010)

Maturity (Dec. 1)	Principal Amounts	Interest Rates	Redemption Dates (at par)
2020 **	\$ 175,000 **	4.00% **	6/1/2020
2025 **	1,000,000 **	4.50 **	6/1/2020
2030 **	\$1,250,000 **	4.50% **	6/1/2020
2039	2,415,000	4.30	6/1/2020

(hh) “*Refunding Plan*” means (as further described in the Refunding Trust Agreement):

(1) the deposit with the Refunding Trustee of proceeds of the Bonds, together with the City Contribution (if any), in an amount sufficient to acquire the Acquired Obligations, if any, and establish a beginning cash balance;

(2) the receipt by the Refunding Trustee of the maturing principal of and interest on the Acquired Obligations, and the application of such amounts (together with any other cash balance held by it) (i) to the payment of principal of and interest on the Refunded Bonds (if any) as the same become due, and (ii) on their respective Redemption Date(s), to the call, payment and redemption of the Refunded Bonds at a price equal to 100% of the principal amount to be redeemed plus accrued interest to that date; and

(3) at the direction of the City’s Designated Representative, the payment of the costs of issuing the refunding portion of the Bonds and the costs of carrying out the foregoing elements of the Refunding Plan, if payment of such costs is so specified in the Refunding Trust Agreement.

(ii) “*Refunding Trust Agreement*” means a refunding trust agreement between the City and the Refunding Trustee, providing for the carrying out of the Refunding Plan.

(jj) “*Refunding Trustee*” means the trustee, or any successor trustee, selected by the Designated Representative to serve as refunding trustee to carry out the Refunding Plan.

(kk) “*Registered Owner*” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book-entry only system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(ll) “*Rule 15c2-12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(mm) “*SEC*” means the United States Securities and Exchange Commission.

(nn) “*Securities Depository*” means DTC, any successor thereto, any substitute securities depository selected by the City that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

(oo) “*Series of the Bonds*” or “*Series*” means a series of the Bonds issued pursuant to this ordinance.

(pp) “*State*” means the State of Washington.

(qq) “*System of Registration*” means the system of registration for the City’s bonds and other obligations set forth in Ordinance No. 1-87 of the City.

(rr) “*Term Bond*” means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Agreement.

(ss) “*Undertaking*” means the undertaking to provide continuing disclosure entered into pursuant to Section 15 of this ordinance.

Section 2. Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *Authority and Description of Project.* The City is in need of a new City Hall and related facilities as part of the multi-year Swift Corridor project for long-range economic development and infrastructure investment in the Central Business District (the “Project”). The total expected cost of the Project is estimated to be approximately \$18,500,000, which is expected to be paid from proceeds of the Bonds and other available money of the City. Because the City does not have sufficient funds currently available and budgeted for this Project, the City Council finds that it is in the best interests of the City to issue the Bonds to carry out the Project.

(b) *Findings With Respect to the Refunding.* Pursuant to Chapter 39.53 RCW and other applicable State law, the City is authorized to carry out the Refunding Plan. Pursuant to the Refunded Bond Ordinances, the City previously issued the following Refunding Candidates:

(1) The 2006 Refunding Candidates were issued for the purposes of: (i) funding the costs of traffic signal and street improvements, certain land purchases for parks purposes; (ii) to providing funds to carry out the advance refunding of the callable portion of the City’s then-outstanding Limited Tax General Obligation Bonds, 2002; and (ii) to pay the costs of issuance and administrative costs of carrying out the refunding. In

the ordinance authorizing the 2006 Refunding Candidates, the City reserved the right to redeem the Refunding Candidates prior to their maturity at any time on or after June 1, 2017.

(2) The 2010 Refunding Candidates were issued for the purposes of: (i) constructing a facility for information technology operations; (ii) carrying out a current refunding of the Golf Enterprise Adjustable Rate Revenue Bonds, 1996; (iii) carrying out a current refunding of the City's Limited Tax General Obligation Improvement and Refunding Bonds, 1998 Series A; and (iv) paying the costs of issuance and the administrative costs of the refundings. In the ordinance authorizing the 2006 Refunding Candidates, the City reserved the right to redeem the Refunding Candidates prior to their maturity at any time on or after June 1, 2020.

The Refunding Candidates that are to be refunded shall be selected by the Designated Representative such that a savings equal to or exceeding the savings target set forth in Exhibit A will be effected by the difference between the principal and interest cost over the life of the portion of the Bonds allocated to such refunding and the principal and interest cost over the life of the Refunded Bonds to be refunded by such allocated portion of the Bonds.

Therefore, after due consideration, it appears to the City Council that, in order to realize a debt service savings to the City, it is in the best interest of the City to authorize the Designated Representative to take such steps as are necessary or convenient to carry out the refunding of all or a portion of the Refunding Candidates, as selected by the Finance Director (the "Refunded Bonds"), by the issuance and sale of the refunding portion of the Bonds authorized herein.

(c) *Plan of Financing.* Pursuant to applicable law, including without limitation chapters 35.37, 35.40, 39.36, 39.44, 39.46, 39.52 and 39.53 RCW, the City is authorized to issue general obligation bonds for the purpose of financing the Project and carry out the refunding of the Refunded Bonds, subject to meeting the savings target set forth in Exhibit A.

(d) *Debt Capacity.* The maximum amount of indebtedness authorized by this ordinance is not to exceed \$25,595,000 (including both new money and refunding components). Based on the following facts, this amount is to be issued within the amount permitted to be issued by the City for general municipal purposes without a vote:

(1) The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes (i.e., for collection in the calendar year 2017) is \$5,930,681,465.

(2) As of March 1, 2017, the City has limited tax general obligation indebtedness, consisting of bonds, notes, public works trust fund loans and City guarantees outstanding in the principal amount of \$25,272,823, which is incurred within the limit of up to 1½% of the value of the taxable property within the City permitted for general municipal purposes without a vote. This amount includes the Refunding Candidates.

(3) As of March 1, 2017, the City has unlimited tax general obligation indebtedness for capital purposes only outstanding in the principal amount of \$13,875,000 for general municipal purposes, and no other unlimited tax general obligation debt outstanding. The indebtedness described in this paragraph has been incurred with the approval of the requisite proportion of the City's qualified voters at an election meeting the minimum turnout requirements, within the limit of up to 2½% of the value of the taxable property within the City for general municipal purposes (when combined with the outstanding limited tax general obligation indebtedness), 2½% for utility purposes and 2½% for open space, parks and economic development purposes.

(e) *The Bonds.* For the purpose of providing the funds necessary to carry out the Project, to carry out the refunding of the Refunding Candidates (market conditions permitting), and to pay the costs of issuance and sale of the Bonds, the City Council finds that it is in the best interests of the City and its taxpayers to issue and sell the Bonds to the Purchaser, pursuant to the terms set forth in the Bond Purchase Agreement as approved by the City's Designated Representative consistent with this ordinance.

Section 3. Authorization of Bonds. The City is authorized to borrow money on the credit of the City and issue negotiable limited tax general obligation improvement and refunding bonds evidencing indebtedness in the amount of not to exceed \$25,595,000 to provide funds necessary to carry out the Project, to carry out the refunding of the Refunding Candidates (market conditions permitting) and to pay the administrative costs of such refunding and the costs of issuance and sale of the Bonds. The proceeds of the Bonds allocated to paying the cost of the Project shall be deposited as set forth in Section 8 of this ordinance and shall be used to carry out the Project, or a portion of the Project, in such order of time as the City determines is advisable and practicable.

Section 4. Appointment of Designated Representative; Description of the Bond. The Administrative Services Director is appointed as the Designated Representative of the City and is authorized and directed to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Bond Sale Terms of each Series of the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the parameters set forth in Exhibit A, which is attached to this ordinance and incorporated by this reference.

Section 5. Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds.* Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties.* The Fiscal Agent is appointed as initial Bond Registrar. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver

Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) *Bond Register; Transfer and Exchange.* The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same Series, interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Only Form.* If a Bond is to be issued in book-entry form, DTC shall be appointed as initial Securities Depository and each such Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance. Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 6. Form and Execution of Bonds.

(a) *Form of Bond; Signatures and Seal.* Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed

by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication.* Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall it be valid or obligatory for any purpose or entitled to the benefits of this ordinance: "Certificate of Authentication. This Bond is one of the fully registered City of Richland, Washington, Limited Tax General Obligation [Improvement and Refunding] Bonds, 2017." The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 7. Payment of Bond. Principal of and interest on each Bond shall be payable in lawful money of the United States of America. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository is payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 8. Bond Debt Service Fund. The Bond Fund has been previously created as a special fund of the City for the sole purpose of paying principal of and interest on the Bonds and other limited tax general obligation bonds of the City. Bond proceeds (if any) in excess of the amounts needed to carry out the Refunding Plan, to pay the costs of the Project, and to pay the costs of issuance shall be deposited into the Bond Fund. All amounts allocated to the payment of the principal of and interest on the Bonds shall be deposited in the Bond Fund as necessary for the timely payment of amounts due with respect to the Bonds. The principal of and interest on the Bonds shall be paid out of the Bond Fund. Until needed for that purpose, the City may invest money in the Bond Fund

temporarily in any legal investment, and the investment earnings shall be retained in the Bond Fund and used for the purposes of that Fund.

Section 9. Use of Bond Proceeds.

(a) *Project Fund.* The General Government Construction Fund of the City has been designated by the City as the Project Fund to be used for the purpose of paying the costs of the Project. Proceeds received from the sale and delivery of the Bonds and allocated to the Project shall be deposited into the Project Fund and used to pay the costs of the Project and costs of issuance of the Bonds. Until needed to pay such costs, the City may invest those proceeds temporarily in any legal investment, and the investment earnings shall be retained in the Project Fund and used for the purposes of that Fund, except that earnings subject to a federal tax or rebate requirement (if applicable) may be withdrawn from the Project Fund and used for those tax or rebate purposes.

(b) *Refunding Plan.* The proceeds of the Bonds allocated to carrying out the Refunding Plan shall be deposited as set forth in Section 10 and in a Refunding Trust Agreement with a Refunding Trustee for the purpose of carrying out the Refunding Plan.

Section 10. Use of Refunding Proceeds; the Refunding Plan. Subject to the condition of meeting the minimum savings target set forth in Exhibit A, pursuant to Section 4 of this ordinance, the Designated Representative is authorized to carry out the refunding of the Refunded Bonds, consistent with the following:

(a) *Appointment of Refunding Trustee.* The Designated Representative is authorized and directed to appoint a financial institution to serve as Refunding Trustee and to perform the duties of Refunding Trustee under this ordinance.

(b) *Use of Bond Proceeds; Acquisition of Acquired Obligations.* On the Issue Date, sufficient proceeds of the sale of the Bonds, plus the City Contribution (if any), shall be deposited with the Refunding Trustee and used to discharge the obligations of the City relating to the Refunded Bonds by carrying out the Refunding Plan in accordance with the Refunding Trust Agreement. To the extent practicable, such obligations shall be discharged fully by the Refunding Trustee's simultaneous purchase of the Acquired Obligations, bearing such interest and maturing as to principal and interest in such amounts and at such times so as to provide, together with a beginning cash balance, if necessary, for the payment of the amounts required to be paid by the Refunding Plan. The Acquired Obligations, if any, shall be listed and more particularly described in a schedule attached to the Refunding Trust Agreement. Any Bond proceeds or other money deposited with the Refunding Trustee not needed to carry out the Refunding Plan shall be returned to the City for deposit in the Bond Fund to pay interest on the Bonds on the next upcoming interest payment date.

(c) *Refunding Trust Agreement; Administration of Refunding Plan.* The Designated Representative is authorized and directed to execute a Refunding Trust Agreement setting forth the duties, obligations and responsibilities of the Refunding Trustee in connection with carrying out the Refunding Plan. The Refunding Trust

Agreement shall, among other things, authorize and direct the Refunding Trustee to purchase the Acquired Obligations and to make the payments required to be made by the Refunding Plan. All Acquired Obligations and the money deposited with the Refunding Trustee and any income therefrom shall be held irrevocably, invested and applied in accordance with the provisions of the Refunded Bond Ordinance, this ordinance, chapter 39.53 RCW and other applicable State law. All administrative costs (including without limitation all necessary and proper fees, compensation, and expenses of the Refunding Trustee for the Bond and all other costs incidental to the setting up of the escrow to accomplish the Refunding Plan) and costs of issuance of the Bonds may be paid out of the amounts deposited with the Refunding Trustee or other available money of the City, in accordance with the Refunding Trust Agreement.

(d) *Call for Redemption of the Refunded Bonds.* The Designated Representative is authorized to call the Refunded Bonds for redemption on their respective Redemption Dates at their redemption prices, plus accrued interest. Such call for redemption shall identify the Refunded Bonds, the maturity dates, the Redemption Date and redemption price (expressed as a percentage of par, plus accrued interest), and shall be irrevocable after the Bonds are delivered to the Purchaser. The Designated Representative is authorized and directed to give or cause to be given such notices as required, at the times and in the manner required, pursuant to the Refunded Bond Ordinance, and to take all other actions necessary to effect the redemption of the Refunded Bonds on the Redemption Date.

(e) *Additional Findings with Respect to Refunding.* Prior to approving the sale of the Bond, the Designated Representative shall make the following determinations in writing if in his or her judgment the following conditions are met:

(1) The savings that will be effected (as measured by the difference between the principal and interest cost over the life of the Bond and the principal and interest cost over the life of the Refunded Bonds, but for such refunding) shall be equal to at least the percentage savings set forth in Exhibit A, subsection (i)(2). In making such determination, the Designated Representative shall give consideration to the fixed maturity of the Bond and the Refunded Bonds, the costs of issuance of the Bond and the known earned income from the investment of the proceeds of the Bond pending redemption of the Refunded Bonds.

(2) The Refunding Plan will provide sufficient funds to discharge and satisfy the obligations of the City under the Refunded Bond Ordinance. In making such determination, the Designated Representative may rely upon a verification by a nationally recognized independent certified public accounting firm or (with respect to a current refunding only) a certificate of sufficiency of escrow by the City's financial advisor.

Section 11. Redemption Provisions and Purchase of Bonds.

(a) *Optional Redemption.* The Bonds shall be subject to redemption at the option of the City on terms acceptable to the Designated Representative, as set forth in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A.

(b) *Mandatory Redemption.* Each Bond that is designated as a Term Bond in the Bond Purchase Agreement, except as set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts as set forth in the Bond Purchase Contract. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase price) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

(c) *Selection of Bonds for Redemption; Partial Redemption.* If fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the City shall select the Series and maturities to be redeemed. If fewer than all of the outstanding Bonds of a maturity of a Series are to be redeemed, the Securities Depository shall select Bonds registered in the name of the Securities Depository to be redeemed in accordance with the Letter of Representations, and the Bond Registrar shall select all other Bonds to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(d) *Notice of Redemption.* Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Director shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) *Rescission of Optional Redemption Notice.* In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time prior to the scheduled optional redemption date. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of optional redemption has been rescinded shall remain outstanding.

(f) *Effect of Redemption.* Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

(g) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds offered to the City at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 12. Pledge of Taxes. The Bonds constitute a general indebtedness of the City and are payable from tax revenues of the City and such other money as is lawfully available and pledged by the City for the payment of principal of and interest on the Bonds. For as long as any of the Bonds are outstanding, the City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, to pay principal of and interest on the Bonds as the same become due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal of and interest on the Bonds and such pledge shall be enforceable in mandamus against the City.

Section 13. Failure to Pay Bonds. If the principal of any Bond is not paid when the Bond is properly presented at its maturity or date fixed for redemption, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 14. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the "defeased Bonds"); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the "trust account"), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased

Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose. Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

Section 15. Tax Covenants.

(a) *Preservation of Tax Exemption for Interest on Bonds.* The City covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the City treated as proceeds of the Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

(b) *Post-Issuance Compliance.* The Finance Director is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

Section 16. Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell each Series of the Bonds by negotiated sale, private placement, or by competitive sale in accordance with a notice of sale consistent with this ordinance, based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors. In determining the method of sale of a Series and accepting the Bond Sale Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) *Procedure for Negotiated Sale or Private Placement.* If the designated Representative determines that the Bonds are to be sold by negotiated sale or private placement, the Designated Representative shall select one or more Purchasers with which to negotiate such sale. The Bond Purchase Agreement for each Series of the Bonds shall set forth the Bond Sale Terms. The Designated Representative is authorized to execute the Bond Purchase Agreement on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(c) *Procedure for Competitive Sale.* If the Designated Representative determines that the Bonds are to be sold by competitive sale, the Designated Representative shall cause the preparation of an official notice of bond sale setting forth parameters for the Bond Sale Terms and any other bid parameters that the Designated Representative deems appropriate consistent with this ordinance. Bids for the purchase of the Bonds shall be received at such time or place and by such means as the Designated Representative directs. On the date and time established for the receipt of bids, the Designated Representative (or the designee of the Designated Representative) shall open bids and shall cause the bids to be mathematically verified. The Designated Representative is authorized to award, on behalf of the City, the winning bid and accept the winning bidder's offer to purchase the Bonds, with such adjustments to the aggregate principal amount and principal amount per maturity as the Designated Representative deems appropriate, consistent with the terms of this ordinance. The Designated Representative may reject any or all bids submitted and may waive any formality or irregularity in any bid or in the bidding process if the Designated Representative deems it to be in the City's best interest to do so. If all bids are rejected, the Bonds may be sold pursuant to negotiated sale or in any manner provided by law as the Designated Representative determines is in the best interest of the City, within the parameters set forth in this ordinance.

(d) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 17. Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement Deemed Final.* The Designated Representative shall review and, if acceptable to him or her, approve the preliminary Official Statement prepared in connection with each sale of a Series of the Bonds to the public or through a Purchaser acting as a placement agent. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has been approved by the Designated Representative and been deemed final, if applicable, in accordance with this subsection.

(b) *Approval of Final Official Statement.* The City approves the preparation of a final Official Statement for each Series of the Bonds to be sold to the public in the form of the preliminary Official Statement that has been approved and deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of the final Official Statement so executed and delivered to purchasers and potential purchasers of a Series of the Bonds.

(c) *Undertaking to Provide Continuing Disclosure.* If necessary to meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to the Purchaser acting as a participating underwriter for a Series of the Bonds, the Designated Representative is authorized to execute a written undertaking to provide continuing disclosure for the benefit of holders of a Series of the Bonds in substantially the form attached as Exhibit B.

Section 18. Supplemental and Amendatory Ordinances. The City may supplement or amend this ordinance for any one or more of the following purposes without the consent of any Owners of the Bonds:

(a) To add covenants and agreements that do not materially adversely affect the interests of Owners, or to surrender any right or power reserved to or conferred upon the City.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the Beneficial Owners of the Bonds.

Section 19. General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of each Series of the Bonds to the Purchaser thereof and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 20. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 21. Effective Date of Ordinance. This ordinance shall take effect and be in force on the day following the date of its publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland, Washington, at a regular open public meeting thereof, this ____ day of _____, 2017, and signed in authentication of its passage this _____ day of _____, 2017.

ROBERT J. THOMPSON
Mayor

AUTHENTICATED

APPROVED AS TO FORM

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____

EXHIBIT A
DESCRIPTION OF THE BOND

- | | | |
|-----|---------------------------|--|
| (a) | Principal Amount. | The Bonds may be issued in one or more Series and shall not exceed the aggregate principal amount of \$25,595,000. |
| (b) | Date or Dates. | Each Bond shall be dated its Issue Date, which date may not be later than one year after the effective date of this ordinance. |
| (c) | Denominations, Name, etc. | The Bonds shall be issued in Authorized Denominations and shall be numbered separately in the manner and shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative. |
| (d) | Interest Rate(s). | Each Bond shall bear interest at a fixed rate per annum (computed on the basis of a 360-day year of twelve 30-day months) from the Issue Date or from the most recent date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for the Bonds. No rate of interest for any Bond may exceed 5.25%, and the true interest cost to the City for each Series of the Bonds may not exceed 5.00%. |
| (e) | Payment Dates. | Interest shall be payable semiannually on dates acceptable to the Designated Representative. Principal payments shall commence on a date acceptable to the Designated Representative and shall be payable at maturity (or in mandatory redemption installments) on dates acceptable to the Designated Representative. |
| (f) | Final Maturity. | The Bonds shall mature no later than December 1, 2049. |
| (g) | Redemption Rights. | The Designated Representative may approve in the Bond Purchase Agreement provisions for the optional and mandatory redemption of Bonds, subject to the following: |

- (1) Optional Redemption. Any Bond may be designated as being (A) subject to redemption at the option of the City prior to its maturity date on the dates and at the prices set forth in the Bond Purchase Agreement; or (B) not subject to redemption prior to its maturity date. If a Bond is subject to optional redemption prior to its maturity, it must be subject to such redemption on one or more dates occurring not more than 10½ years after the Issue Date.
- (2) Mandatory Redemption. Any Bond may be designated as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in the amounts set forth in the Bond Purchase Agreement.

(h) Price.

The purchase price for each Series of the Bonds may not be less than 98% or more than 125% of the stated principal amount of that Series.

(i) Other Terms and Conditions.

- (1) A Series of the Bonds may not be issued if it would cause the indebtedness of the City to exceed the City's legal debt capacity on the Issue Date.
- (2) The Designated Representative shall select the Refunded Bonds from among the Refunding Candidates for which the minimum savings target is met. The minimum savings target requires a minimum net present value savings of 4.00% of the Refunded Bonds.
- (2) The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

EXHIBIT B

[Form of]

UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE

City of Richland, Washington Limited Tax General Obligation [Improvement and Refunding] Bonds, 2017

The City of Richland, Washington (the “City”), makes the following written Undertaking for the benefit of holders of the above-referenced bonds (the “Bonds”), for the sole purpose of assisting the Purchaser in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds. Capitalized terms used but not defined below shall have the meanings given in Ordinance No. 08-17 of the City (the “Bond Ordinance”).

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

(i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b) (“annual financial information”);

(ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(iii) Timely notice of a failure by the City to provide required annual financial information on or before the date specified in paragraph (b).

(b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in paragraph (a):

(i) Shall consist of (1) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, that if and when audited financial statements are prepared and available they will be provided; (2) principal amount of general obligation bonds outstanding at the end of the applicable fiscal year; (3) assessed valuation for that fiscal year; and (4) property tax levy amounts and rates for that fiscal year;

(ii) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City's fiscal year ending December 31, 2016; and

(iii) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

(c) Amendment of Undertaking. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Undertaking. The City's obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute a default in respect of the Bonds. The sole remedy of any holder of a Bond shall be to take action to compel

the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The Finance Director or his or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

(i) Preparing and filing the annual financial information undertaken to be provided;

(ii) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;

(iii) Determining whether any person other than the City is an “obligated person” within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;

(iv) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and

(v) Effecting any necessary amendment of this Undertaking.

CERTIFICATION

I, the undersigned, City Clerk of the City of Richland, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. 08-17 (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on _____, 2017, as that ordinance appears on the minute book of the City.

2. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: _____, 2017.

CITY OF RICHLAND, WASHINGTON

MARCIA HOPKINS
City Clerk



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 09-17, Sale of 2017 Waterworks Utility Revenue and Refunding Bonds

Department:

Administrative Services

Ordinance/Resolution Number:

09-17

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 09-17, for the sale of Waterworks Utility Revenue and Refunding Bonds, 2017

Summary:

The 2017-2030 Capital Improvement Plan includes projects for both the Water Fund and the Sewer Fund that are scheduled to be bond financed. Water fund projects include replacement of the Yakima River Crossing Pipeline and other improvements to the water system. Sewer fund projects include Influent Upgrades. Total bond financing needed for these projects is approximately \$10.7 million.

The Water and Sewer Funds collectively have outstanding 2009 revenue bonds with 21 years of debt service remaining, \$2,445,000 of which is eligible for advance refunding. At current interest rates, there is an opportunity to advance refund these bonds at a savings to the City. Anticipated net present value savings from refunding is approximately \$190,315, or approximately 7.78%. In 2015, the City utilized a bank line of credit to interim finance the water and sewer improvements in Local Improvement District No. 197 at Reata Road. The final assessment roll was approved by Council on August 16, 2016. After assessment prepayments, approximately \$408,000 remains in the line of credit to be financed by bonds over the 15-year life of the LID assessments.

The total bonds to be issued is not to exceed \$14,575,000, which takes into account financing costs and current interest rates. Depending on the economic climate on the day of the bond sale, the actual bonds sold may be a lower amount. The refunding bonds will not extend the term of the original debt.

The ordinance enables Council to appoint the Administrative Services Director as the City's designated representative to approve the final terms of the sale and issuance of the bonds within designated parameters approved by Council. This allows the pricing of the bonds to be timed to best meet market conditions. The parameters are outlined in Exhibit A and B of the ordinance. Staff recommends approval of Ordinance No. 09-17 for first reading. Second reading and passage is currently scheduled for the Council meeting on May 16, 2017.

Fiscal Impact:

Yes

First reading will establish the intent to issue the refunding and revenue bonds. The actual amount of the bonds is anticipated to be no more than \$14,575,000. The annual principal and interest payments on the proposed bonds are anticipated in the Water and Sewer Funds' most recent rate studies.

Attachments:

I. Proposed Ord. No. 09-17; Waterworks Bond

CITY OF RICHLAND

ORDINANCE NO. 09-17

AN ORDINANCE relating to the combined waterworks utility of the City, including the water, wastewater and stormwater systems; providing for the issuance, sale and delivery of not to exceed \$14,575,000 aggregate principal amount of combined waterworks utility improvement and refunding revenue bonds (1) to pay a portion of the cost of the Projects, (2) to pay and redeem the City's outstanding Waterworks Utility Revenue Bond Anticipation Note, 2015 (ULID No.197), (3) depending on market conditions, to carry out the refunding of certain of the City's outstanding waterworks utility revenue bonds, (4) to make a deposit to the Reserve Account (if necessary), and (5) to pay the administrative costs of such refunding and the costs of issuance and sale of the bonds; adopting a system or plan of additions and betterments to and extensions of the existing water and wastewater portions of the combined waterworks utility and ordering the carrying out of such plan of additions, which includes the Projects; fixing or setting parameters with respect to certain terms and covenants of the bonds; and appointing the City's designated representative to approve the Bond Sale Terms of the sale of the bonds and providing for other related matters.

Passed: _____, 2017

This document prepared by

*STRADLING YOCCA CARLSON & RAUTH, PC
999 Third Avenue, Suite 3610
Seattle, Washington
(206) 829-3000*

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CITY OF RICHLAND, WASHINGTON

ORDINANCE NO. 09-17

AN ORDINANCE relating to the combined waterworks utility of the City, including the water, wastewater and stormwater systems; providing for the issuance, sale and delivery of not to exceed \$14,575,000 aggregate principal amount of combined waterworks utility improvement and refunding revenue bonds (1) to pay a portion of the cost of the Projects, (2) to pay and redeem the City's outstanding Waterworks Utility Revenue Bond Anticipation Note, 2015 (ULID No.197), (3) depending on market conditions, to carry out the refunding of certain of the City's outstanding waterworks utility revenue bonds, (4) to make a deposit to the Reserve Account (if necessary), and (5) to pay the administrative costs of such refunding and the costs of issuance and sale of the bonds; adopting a system or plan of additions and betterments to and extensions of the existing water and wastewater portions of the combined waterworks utility and ordering the carrying out of such plan of additions, which includes the Projects; fixing or setting parameters with respect to certain terms and covenants of the bonds; and appointing the City's designated representative to approve the Bond Sale Terms of the sale of the bonds and providing for other related matters.

BE IT ORDAINED BY THE CITY OF RICHLAND as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. As used in this ordinance the following words shall have the following meanings:

(a) "2009 Bonds" means the City's Water and Sewer Improvement and Refunding Revenue Bonds, 2009, as described in Exhibit A to this ordinance.

(b) "2012 Bonds" means the City's Water and Sewer Improvement and Refunding Revenue Bonds, 2009, as described in Exhibit A to this ordinance.

(c) "2014 Bonds" means the City's Water and Sewer Improvement and Refunding Revenue Bonds, 2009, as described in Exhibit A to this ordinance.

(d) "Acquired Obligations" means those United States Treasury Certificates of Indebtedness, Notes and Bonds-State and Local Government Series and other direct, noncallable obligations of the United States of America purchased to accomplish the refunding of the Refunded Bonds as authorized by this ordinance.

(e) *“Adjusted Net Revenue”* means Net Revenue. ***From and after the redemption or defeasance of all of the 2009 and 2012 Bonds,*** *“Adjusted Net Revenue” shall mean Net Revenue, plus withdrawals from the Rate Stabilization Account, less deposits to the Rate Stabilization Account.*

(f) *“Adjusted Annual Debt Service”* means Annual Debt Service. ***From and after the redemption or defeasance of the outstanding 2009, 2012 and 2014 Bonds,*** *“Adjusted Annual Debt Service” shall mean Annual Debt Service, less the amount scheduled to be received as a Tax Credit Subsidy Payment in each calendar year.*

(g) *“Annual Debt Service”* for the applicable series of Parity Bonds for any Fiscal Year means all the interest, plus all principal (except principal of Term Bonds due in any Term Bond Maturity Year which Term Bonds are subject to either mandatory prior redemption or sinking fund requirements), and plus all mandatory redemption installments and Sinking Fund Installments for that Fiscal Year, less all bond interest payable from the proceeds of any such bonds in that Fiscal Year. Calculations of Annual Debt Service shall exclude Parity Bonds that have been defeased or are no longer outstanding.

(h) *“Assessment Bonds”* means a portion of the original principal amount of any issue of Parity Bonds equal to the total remaining unpaid principal amount (at the time of passage of the ordinance providing for the issuance and sale of those bonds) of ULID Assessments on any final assessment roll or rolls of one or more ULIDs formed in connection with the improvements being financed by that issue of Parity Bonds (or bonds being refunded by those Parity Bonds). The original principal amount of such issue of bonds in excess of Assessment Bonds shall be referred to as “bonds that are not Assessment Bonds.” Assessment Bonds shall be allocated to each \$5,000 of bonds in proportion to their percentage of the entire issue of bonds. When a bond of any issue of bonds containing Assessment Bonds is redeemed, purchased, defeased or retired, the same percentage of that bond as the percentage of Assessment Bonds is to that total issue of bonds shall be treated as being redeemed, purchased, defeased or retired.

(i) *“Authorized Denomination”* means \$5,000 or any integral multiple thereof within a maturity of the Bonds.

(j) *“Average Annual Debt Service”* means the sum of the Adjusted Annual Debt Service for the remaining Fiscal Years to the last scheduled maturity of the applicable series of Parity Bonds divided by the number of those Fiscal Years.

(k) *“Beneficial Owner”* means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(l) *“Bond”* means each bond authorized in Section 3.01 of this ordinance, and issued pursuant to and for the purposes provided in this ordinance.

(m) *“Bond Counsel”* means the firm of Stradling Yocca Carlson & Rauth, PC, its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(n) “*Bond Fund*” means that special fund of the City known as the Water and Sewer Revenue Refunding Bond Fund, 1986, created by Ordinance No. 29-86 for the payment of the principal of and interest on the Outstanding Parity Bonds, the Bonds and any Future Parity Bonds.

(o) “*Bond Purchase Agreement*” means an offer to purchase the Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of the Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, if consistent with this ordinance.

(p) “*Bond Register*” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

(q) “*Bond Registrar*” means the Fiscal Agent, or any successor bond registrar selected by the City.

(r) “*Bond Sale Terms*” means the terms and conditions for the sale of the Bonds including the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants, including minimum savings for refunding bonds (if the refunding bonds are issued for savings purposes).

(s) “*City*” means the City of Richland, Washington, a duly organized and legally existing charter city of the first class under the laws of the State.

(t) “*City Contribution*” means money of the City from sources other than proceeds of the Bonds that legally available and allocated to carrying out the Refunding Plan.

(u) “*City Council*” means the legislative authority of the City, as duly and regularly constituted from time to time.

(v) “*Code*” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(w) “*Contract Resource Obligation*” means an obligation of the City designated as a Contract Resource Obligation and entered into in accordance with Section 7.04 of this ordinance.

(x) “*Coverage Requirement*” means annual Net Revenue of the Waterworks Utility at least equal to 1.25 times actual Annual Debt Service on all outstanding Parity Bonds that are not Assessment Bonds, and ULID Assessments, plus Net Revenue remaining after satisfying the preceding clause, at least equal to Annual Debt Service on all outstanding Parity Bonds that are Assessment Bonds. For purposes of testing whether the Coverage Requirement is met, the coverage ratio shall be calculated using Adjusted Net Revenue and Adjusted Annual Debt Service.

(y) “*Covered Bonds*” means

(1) All Outstanding 2009 Parity Bonds, 2012 Parity Bonds and 2014 Parity Bonds;

(2) Each series of Future Parity Bonds that the City designates as a series of Covered Bonds pursuant to the terms of the issuance and sale to the initial purchaser of such Future Parity Bonds, provided that all Future Parity Bonds shall be deemed to be Covered Bonds until such time as the 2009 Parity Bonds, 2012 Parity Bonds and 2014 Parity Bonds are no longer outstanding, at which time any Future Parity Bonds not designated as Covered Bonds shall cease to be secured by the Reserve Account; and

(3) For so long as the 2009 Bonds, 2012 Bonds and 2014 Bonds remain outstanding, the Bonds authorized hereunder. In approving the Bond Sale Terms for the Bonds, the Designated Representative may make determination that, upon the redemption or defeasance of the 2009 Bonds, 2012 Bonds and 2014 Bonds, the Bonds authorized shall no longer be designated as Covered Bonds, in which event the Bonds shall cease to be secured by the Reserve Account.

(z) “DTC” means The Depository Trust Company, New York, New York, or its nominee.

(aa) “*Designated Representative*” means the officer of the City appointed in Section 3.02 of this ordinance to serve as the City's designated representative in accordance with RCW 39.46.040(2).

(bb) “*Finance Director*” means the person who holds the office or has the official responsibilities of Finance Director of the City or successor office.

(cc) “*Fiscal Agent*” means the fiscal agent of the State, as the same may be designated by the State from time to time.

(dd) “*Fiscal Year*” means a year beginning January 1 and ending December 31, or such other fiscal year as may later be fixed by law.

(ee) “*Future Parity Bonds*” means all combined waterworks utility revenue bonds of the City issued after the date of the issuance of the Bonds and having a lien and charge upon the Net Revenue of the Waterworks Utility and ULID Assessments on a parity with the lien and charge upon such Net Revenue and ULID Assessments of the Outstanding Parity Bonds and the Bonds for the payment of the principal thereof and interest thereon.

(ff) “*Government Obligations*” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

(gg) “*Gross Revenue of the Waterworks Utility*” or “*Gross Revenue*” means all of the earnings and revenues received by the City from the maintenance and operation of the Waterworks Utility and all earnings from the investment of money on deposit in the Bond Fund. Gross Revenue excludes: ULID Assessments; government grants; City

taxes; principal proceeds of bonds; earnings or proceeds from any investments in a trust, defeasance or escrow fund created to defease or refund Waterworks Utility obligations until commingled with other earnings and revenues of the Waterworks Utility; and all amounts held in a special account for the purpose of paying a rebate to the United States Government under the Code.

(hh) *“Independent Consulting Engineer”* means either (1) an independent professional engineer experienced in the design, construction or operation of municipal utilities of comparable size and character to the Waterworks Utility, or (2) an independent certified public accountant or other professional consultant experienced in the development of rates and charges for municipal utilities of comparable size and character to the Waterworks Utility.

(ii) *“Interest Payment Date”* means each semiannual date fixed by the Designated Representative for the payment of interest on the Bonds.

(jj) *“Issue Date”* means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.

(kk) *“Letter of Representations”* means the Blanket Issuer Letter of Representations between the City and DTC, dated February 2, 1998, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

(ll) *“MSRB”* means the Municipal Securities Rulemaking Board.

(mm) *“Maintenance and Operation Expense”* means all reasonable expenses incurred by the City in causing the Waterworks Utility to be operated and maintained in good repair, working order and condition, but shall not include depreciation, amortization or other similar recognitions of non-cash expense items made for accounting purposes only; or any City levied taxes or payments to the City in lieu of taxes. The cost of insurance shall be considered a Maintenance and Operation Expense.

(nn) *“Maximum Annual Debt Service”* means the maximum amount of Adjusted Annual Debt Service which will mature or come due in the current Fiscal Year or any future Fiscal Year.

(oo) *“Maximum Reserve Requirement”* means the maximum dollar amount permitted by the Code to be allocated to a debt service reserve fund from tax-exempt or tax-advantaged bond proceeds, without requiring such amounts to be invested at a restricted yield.

(pp) *“Net Revenue of the Waterworks Utility”* or *“Net Revenue”* means the Gross Revenue less the Maintenance and Operation Expense.

(qq) “*Official Statement*” means an offering document, disclosure document, private placement memorandum or substantially similar disclosure document provided to purchasers and potential purchasers in connection with the initial offering of the Bonds in conformance with Rule 15c2-12 or other applicable regulations of the SEC.

(rr) “*Outstanding Parity Bonds*” means the 2009 Bonds, 2012 Bonds and 2014 Bonds, as defined in Exhibit A. Upon the issuance of the Bonds, the “Outstanding Parity Bonds” shall exclude the Refunded Bonds.

(ss) “*Owner*” means, without distinction, the Registered Owner and the Beneficial Owner.

(tt) “*Parity Bond Test*” means (1) with respect to the issuance of the Bonds, the conditions for issuing Future Parity Bonds, as set forth in the applicable ordinances authorizing the Outstanding Parity Bonds; and (2) with respect to the issuance of Future Parity Bonds, the conditions for issuing Future Parity Bonds, as set forth in Exhibit C of this ordinance, which is incorporated by this reference.

(uu) “*Parity Bonds*” means the Outstanding Parity Bonds, the Bonds and any Future Parity Bonds.

(vv) “*Permitted Investments*” means the following to the extent the same are legal for the investment of money of the City, and unless expressly provided, stripped securities are permitted only if they have been stripped by the agency itself: (1) any bonds or other obligations which as to principal and interest constitute direct obligations (including obligations issued or held in book-entry form on the books of the Department of the Treasury, and CATS and TGRS) of, or are unconditionally guaranteed by, the United States, including obligations of any of the federal agencies set forth in clause (2) below to the extent unconditionally guaranteed by the United States; (2) obligations of the Export-Import Bank of the United States, the Government National Mortgage Association, the Federal National Mortgage Association to the extent guaranteed by the Government National Mortgage Association, the Federal Financing Bank, the Farmers Home Administration, the Federal Home Loan Bank (senior debt obligations) and the Federal Home Loan Mortgage Association, or any agency or instrumentality of the Federal Government which shall be established for the purposes of acquiring the obligations of any of the foregoing or otherwise providing financing therefor; (3) new housing authority bonds issued by public agencies or municipalities and fully secured as to payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States, or project notes issued by public agencies or municipalities and fully secured as to payment of both principal and interest by a requisition or payment agreement with the United States; (4) direct and general obligations of any State of the United States, to the payment of the principal of and interest on which the full faith and credit of such State is pledged, and if, at the time of their purchase, such obligations are rated in one of the two highest rating categories by either Moody’s Investors Service, Inc., or Standard & Poor’s; (5) certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any State of the United States of America or any national banking association, if

such certificates of deposit shall be (i) continuously and fully insured by the Federal Deposit Insurance Corporation, or (ii) issued by any bank or trust company or any savings and loan association which is a recognized qualified public depository of the State of Washington under chapter 39.58 RCW, as it may be amended, or (iii) continuously and fully secured by such securities as are described in clauses (1) and (2) above, which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit and such securities are in possession of the City or a qualified trustee for the City; (6) any repurchase agreement with any bank or trust company organized under the laws of any State of the United States or any national banking association, which is secured by such securities as described in clauses (1) and (2) above with a market value determined weekly equal to 104% of the face amount of the repurchase agreement and which bank, trust company or national banking association has outstanding (or which has a related holding company, which has outstanding) long term obligations rated “A” or better by Moody’s Investors Service, Inc., or “A-3” or better by Standard & Poor’s, or whose commercial paper is rated “P-2” or better by Moody’s Investors Service, Inc., or “A-2” or better by Standard & Poor’s and which securities serving as such collateral are in possession of the City or a qualified trustee for the City; and (7) any other investments or investment agreements permitted under the laws of the State of Washington as amended from time to time and that are on the then approved investment list of, or otherwise approved by, the insurer of any Outstanding Parity Bonds. ***Upon the redemption or defeasance of all of the 2009 Bonds and 2012 Bonds, the definition of “Permitted Investments” shall read as follows:*** “Permitted Investments” means any investment that is permitted under state law as a legal investment for the money of the City at the time of such investment.

(ww) “Plan of Additions” means the plan of additions, betterments and extensions to the combined waterworks utility and related facilities as set forth in the City’s Capital Improvement Plan (2017-2030), adopted by Ordinance No. 60-16, as the same may be amended from time to time. The Plan of Additions also includes the Projects identified in Exhibit D to this ordinance.

(xx) “Principal and Interest Account” means the account of that name created in the Bond Fund for the payment of the principal of and interest on the Parity Bonds.

(yy) “Principal Payment Date” means each annual date fixed for the payment of principal of the Bonds, whether at maturity or in mandatory redemption payments for any Term Bonds.

(zz) “Projects” means the Water and Wastewater elements of the Plan of Additions, as identified in Exhibit D to this ordinance, and as such projects may be adjusted from time to time by the City to include other elements of the City’s then-current Capital Improvement Plan.

(aaa) “*Purchaser*” means the corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as purchaser in a private placement, underwriter for a negotiated sale or awarded as the successful bidder in a competitive sale of the Bonds.

(bbb) “*Rate Stabilization Account*” means the Waterworks Utility Rate Stabilization Account to be created and established pursuant to Section 5.04 of this ordinance.

(ccc) “*Rating Agency*” means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(ddd) “*Record Date*” means the Bond Registrar's close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar's close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 3.04.

(eee) “*Redemption Date*” means the date or dates selected by the Designated Representative for the call, payment and redemption of the Refunded Bonds, as set forth in the Refunding Plan.

(fff) “*Refunded Bond Ordinance*” means the ordinance that authorized the issuance and sale of the Refunded Bonds.

(ggg) “*Refunded Bonds*” means all or a portion of the Refunding Candidates selected by the Designated Representative to be refunded pursuant to the authorization set forth in this ordinance.

(hhh) “*Refunding Candidates*” means any or all of the following principal portions of the callable maturities of the 2009 Bonds, which portions were previously allocated to the new money portion of the 2009 Bonds, and the refunding of which has been provided for in this ordinance:

Water and Sewer Improvement and Refunding Revenue Bonds, 2009

Maturity (Dec. 1)	Principal Amounts	Interest Rates	Maturity (Dec. 1)	Principal Amounts	Interest Rates
2019	\$75,000	5.000%	2029*	\$500,000	5.000%
2020	75,000	5.000	2029*	305,000	4.500
2021	80,000	5.000	**	**	**
**	**	**	2038	1,410,000	5.125

**Bifurcated maturity*

(iii) “*Refunding Plan*” means (as further set forth in the Refunding Trust Agreement):

(1) the deposit with the Refunding Trustee of proceeds of the Bonds together with the City Contribution (if any), in an amount sufficient to acquire the Acquired Obligations, of any, and establish a beginning cash balance;

(2) the purchase by the Refunding Trustee of the maturing principal of and interest on the Acquired Obligations and the application of such amounts (together with any other cash balance held by it) (i) to the payment of principal of and interest on the Refunded Bonds (if any) as the same become due, and (ii) on their respective Redemption Date(s), to the call, payment and redemption of the Refunded Bonds at a price equal to 100% of the principal amount to be redeemed plus accrued interest to that date; and

(3) at the direction of the City’s Designated Representative, the payment of the costs of issuing the refunding portion of the Bonds and the costs of carrying out the foregoing elements of the Refunding Plan.

(jjj) “*Refunding Trust Agreement*” means a refunding trust agreement between the City and the Refunding Trustee providing for the carrying out of the Refunding Plan.

(kkk) “*Refunding Trustee*” means the trustee, or any successor trustee, selected by the Designated Representative to serve as refunding trustee pursuant to Section 6.02.

(lll) “*Registered Owner*” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book-entry only system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(mmm) “*Reserve Account*” means the common debt service reserve account previously created and maintained within the Bond Fund to secure the payment of the principal of and interest on the Parity Bonds that are Covered Bonds.

(nnn) “*Reserve Account Instrument*” shall mean, by way of example and not of limitation, letters of credit, bond insurance policies and surety bonds, issued by a Reserve Insurer that is rated at the time of delivery of such Reserve Account Instrument, in one of the two highest categories of each of Moody’s Investors Service, Inc., and Standard & Poor’s (without regard to any gradations within a single category). ***Upon the redemption or defeasance of all of the 2009 Bonds, 2012 Bonds and 2014 Bonds, a Reserve Insurer (as defined in the preceding sentence) must be rated, at the time of delivery of the Reserve Account Instrument, in one of the two highest categories (without regard to any gradations within a single category) by at least one nationally recognized rating agency.***

(ooo) “*Reserve Insurer*” means, with respect to any Future Parity Bonds, the issuer (or successor thereto) of each Reserve Account Instrument obtained in connection with the issuance of those Future Parity Bonds.

(ppp) “*Reserve Requirement*” means the least of (1) Maximum Annual Debt Service on all bonds secured by the Reserve Account or an applicable subaccount therein, (2) 1.25 times Average Annual Debt Service on all bonds secured by the Reserve Account or an applicable subaccount therein, and (3) 10% of the issue price of all bonds secured by the Reserve Account or an applicable subaccount therein. ***Upon the redemption or defeasance of all of the 2009 Bonds, 2012 Bonds and 2014 Bonds, the Reserve Requirement for the Covered Bonds shall mean the sum of the amounts required to be deposited into the common reserve in respect of each series of Covered Bonds then outstanding (as determined pursuant to the authorizing ordinance for each such series) such that the total Reserve Requirement does not exceed the Maximum Reserve Requirement.***

(qqq) “*Revenue Fund*” means, collectively, the Water Utility Fund, the Wastewater Utility Fund and the Stormwater Utility Fund established and created by City Ordinances Nos. 80, 77 and 9-98, respectively.

(rrr) “*Rule 15c2-12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(sss) “*SEC*” means the United States Securities and Exchange Commission.

(ttt) “*Securities Depository*” means DTC, any successor thereto, any substitute securities depository selected by the City that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

(uuu) “*Separate Utility System*” means any water, wastewater, stormwater or other utility service or facilities that may be created, acquired or constructed by the City as provided in Section 7.03 of this ordinance.

(vvv) “*Series of the Bonds*” or “*Series*” means a series of the Bonds issued pursuant to this ordinance.

(www) “*Sinking Fund Installment*” or “*Sinking Fund Installments*” means the amount required to be paid for the mandatory redemption of the principal of a Term Bond prior to maturity (or to be paid into a sinking fund account within the Bond Fund to be used for the redemption of a Term Bond at maturity), as set forth in the ordinance or Bond Purchase Agreement authorizing that Term Bond.

(xxx) “*State*” means the State of Washington.

(yyy) “*System of Registration*” means the system of registration for the City's bonds and other obligations set forth in Ordinance No. 1-87 of the City.

(zzz) “*Tax Credit Subsidy Bond*” means any Parity Bond that is designated by the City as a Tax Credit Subsidy Bond, pursuant to Section 54AA of the Code or any substantially similar taxable tax credit bond program, and which is further designated by the City as a “qualified bond” with respect to which the City is eligible to receive a tax credit payable by the United States Treasury under Section 6431 or a substantially similar provision of the Code.

(aaaa) “*Tax Credit Subsidy Payments*” means those amounts which the City is scheduled to receive from the United States Treasury in respect of any Tax Credit Subsidy Bonds.

(bbbb) “*Term Bond Maturity Year*” means any Fiscal Year in which Term Bonds are scheduled to mature.

(cccc) “*Term Bond*” means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Agreement, and those Parity Bonds designated as Term Bonds in the ordinances or bond purchase agreements authorizing the issuance of those bonds.

(dddd) “*ULID*” means any utility local improvement district now existing or hereafter created for the acquisition or construction of additions, extensions or betterments of any portion of the Waterworks Utility, which additions, extensions or betterments are financed through the issuance of Parity Bonds. As used in this ordinance, the term ULID does not include any utility local improvement district created for the financing of additions, extensions or betterments by methods other than the issuance of Parity Bonds.

(eeee) “*ULID Assessments*” means the assessments levied in any ULID, including installment payments of any assessment as well as the interest and penalties (if any) thereon, less any prepaid assessments permitted by law to be paid into a construction fund or account.

(ffff) “*ULID Bond Anticipation Note*” or “*ULID BAN*” means the outstanding Waterworks Utility Revenue Bond Anticipation Note, 2015 (ULID No. 197) issued to provide interim financing for ULID No. 197.

(gggg) “*ULID No. 197*” means the local improvement district created pursuant to Ordinance No. 18-15, passed on April 21, 2015, and converted to a utility local improvement district by Ordinance No. 60-15, passed on October 6, 2015.

(hhhh) “*Undertaking*” means the undertaking to provide continuing disclosure entered into pursuant to Section 8.03 of this ordinance.

(iiii) “*Waterworks Utility*” means the combined water utility, wastewater utility and stormwater utility of the City as the same may be added to, improved and extended for as long as any of the Parity Bonds are outstanding, and may include any solid waste or other utility systems hereafter combined with the Waterworks Utility.

ARTICLE II FINDINGS AND DETERMINATIONS

Section 2.01 Findings and Determinations. The City Council takes note of the following facts and makes the following findings and determinations:

(a) *Combined Waterworks Utility*. The City now owns, operates and maintains a water system, a wastewater system and a storm drainage system. Pursuant to Ordinance No. 26-08 passed December 2, 2008, the City combined its previously combined water and wastewater utilities and its stormwater utility into a combined utility system, known as the Waterworks Utility, pursuant to RCW 35.67.320.

(b) *Description of the Projects*. By Ordinance No. 60-16, the City specified and adopted a plan of additions, betterments and extensions to the water and wastewater systems and related facilities, as set forth in its Capital Improvement Plan (2017-2030), a portion of which includes the Projects, all as described in Exhibit D which is incorporated by this reference, in accordance with the plans and specifications prepared by the City's engineers and consulting engineers. The City reserves the right to modify the details of the Projects where, in its judgment, it appears advisable if such modifications do not substantially alter the purposes of that system or plan. The life of the improvements comprising the Projects is declared to be at least equal to the term of the Bonds.

(c) *Outstanding Parity Bonds*. Pursuant to Ordinance No. 29-86 passed December 1, 1986, the City issued and sold its Water and Sewer Revenue Refunding Bonds, 1986 (the "1986 Bonds") (all of which have been paid and retired), and reserved the right to issue waterworks utility revenue bonds having a lien and charge on the Net Revenue and ULID Assessments on a parity with the lien and charge upon such Net Revenue and ULID Assessments of the 1986 Bonds if certain conditions (the "Parity Bond Test") were met. The City subsequently issued various Parity Bonds, of which the Outstanding Parity Bonds identified in Exhibit A remain outstanding. Pursuant to the Outstanding Parity Bond Ordinances, the City issued the Outstanding Parity Bonds and reserved the right to issue additional waterworks utility system revenue bonds which would constitute a lien and charge upon the gross revenues of the combined waterworks utility system on a parity with the Outstanding Parity Bonds if the Parity Bond Test is met.

(d) *Parity Conditions Met*. The Bonds are to be issued on a parity of lien with the Outstanding Parity Bonds if, as of the Issue Date, the Parity Bond Test is met. The Designated Representative is authorized and directed to provide a certificate so finding if, in his or her determination, no default exists in the payment of the principal of and interest on any outstanding waterworks utility revenue bonds of the City, and that the amounts required to have been paid into the Bond Fund for the Outstanding Parity Bonds have been paid and maintained as required therein, and that all other conditions for the issuance of the Bonds as Future Parity Bonds under the Parity Bond Test will have been met and satisfied.

(e) *Sufficiency of Gross Revenue*. The City Council finds and determines that the Gross Revenue and benefits to be derived from the operation and maintenance of the

Waterworks Utility at the rates to be charged for services from the Waterworks Utility will be more than sufficient to meet all Maintenance and Operation Expense and to permit the setting aside into the Bond Fund out of the Gross Revenue of amounts sufficient to pay the principal of and interest on the Outstanding Parity Bonds and the Bonds when due. The City Council declares that in fixing the amounts to be paid into the Bond Fund under this ordinance it has exercised due regard for Maintenance and Operation Expense and has not obligated the City to set aside and pay into the Bond Fund a greater amount of Gross Revenue of the Waterworks Utility than in its judgment will be available over above such Maintenance and Operation Expense.

(f) *Repayment of the ULID Bond Anticipation Note.* Pursuant to chapter 35.45 RCW and other applicable State law, the City is authorized to repay and redeem the ULID BAN in order to provide long-term financing for the improvements constructed within ULID No. 197. Pursuant to the Ordinance No. 60-15, passed on October 6, 2015, the City previously issued the ULID BAN for the purpose of providing interim financing for the improvements within the ULID, with the intent to refinance the ULID BAN through the issuance of the Bonds. The ULID improvements were completed and the assessment roll was confirmed, pursuant to Ordinance 39-16, adopted on August 16, 2016, in the total amount of \$612,634.37. The prepayment period closed on October 4, 2016, leaving \$426,530.78 principal amount of assessments outstanding. Upon issuance of the Bonds, the Finance Director is authorized and directed to take the actions set forth in Section 6.01(b) of this ordinance for the repayment of the ULID BAN and to designate a portion of the Bonds as Assessment Bonds, in accordance with the definition of that capitalized term. From and after the issuance of the Bonds, all ULID Assessments shall be paid into the Bond Fund in accordance with Sections 5.02 and 7.01(b) of this ordinance.

(g) *Findings With Respect to the Refunding of the 2009 Bonds.* Pursuant to chapter 39.53 RCW and other applicable State law, the City is authorized to carry out the Refunding Plan. Pursuant to the Refunded Bond Ordinance, the City previously issued the 2009 Bonds for the purposes of (1) carrying out a Plan of Additions identified therein; (2) carrying out the current refunding of its then-outstanding Water and Sewer Improvement and Refunding Revenue bonds, 1999; (3) carrying out an advance refunding of all of its then-outstanding Storm Water Revenue Bonds, 1999; and (4) paying the costs of issuance and administrative costs of the refundings. In the Refunded Bond Ordinance, the City reserved the right to redeem the 2009 Bonds prior to their maturity at any time on or after June 1, 2019, at a price of par plus accrued interest to the date fixed for redemption.

Therefore, after due consideration, it appears to the City Council that all or a portion of the Refunding Candidates may be refunded by the issuance and sale of the Bonds authorized herein in order to effect a savings that meets or exceeds the savings target set forth in Exhibit B, as measured by the difference between the principal and interest cost over the life of the Bonds allocated to carrying out such refunding and the principal and interest cost over the life of the Refunded Bonds. The City Council further finds that, if market conditions are such that the refunding savings target can be met, it is in the best interests of the City and its ratepayers to authorize the Designated Representative to select those Refunding Candidates that may be refunded in order to effect a savings that

meets the refunding target, to designated them as the Refunded Bonds, and to issue and sell the Bonds for the purpose of carrying out the Refunding Plan consistent with this ordinance and chapter 39.53 RCW.

Section 2.02 Issuance of the Bonds. For the purpose of providing the funds necessary (a) to pay a portion of the cost of the Plan of Additions, (b) to carry out the Refunding Plan, including paying the administrative costs of such refunding, (c) to make a deposit to the Reserve Account (if necessary), and (d) to pay the costs of issuance of the Bonds, the City Council finds that it is in the best interests of the City and its ratepayers to issue and sell the Bonds to the Purchaser, pursuant to the terms set forth in the Bond Purchase Agreement as approved by the City's Designated Representative consistent with this ordinance.

ARTICLE III AUTHORIZATION AND ISSUANCE OF BONDS; DESIGNATED REPRESENTATIVE

Section 3.01 Authorization of Bonds. For the purpose of providing funds with which (a) to pay a portion of the cost of the Projects, (b) to repay and redeem the ULID Bond Anticipation Note, (c) to carry out the Refunding Plan, including paying the administrative costs of such refunding, (d) to make a deposit to the Reserve Account (if necessary), and (e) to pay the costs of issuance of the Bonds, the City shall issue the Bonds in the aggregate principal amount of not to exceed \$14,575,000.

Section 3.02 Description of the Bonds; Appointment of Designated Representative. The Administrative Services Director is appointed as the Designated Representative of the City and is authorized and directed to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Bond Sale Terms, with such additional terms and covenants as the Designated Representative deems advisable, within the parameters set forth in Exhibit B, which is attached to this ordinance and incorporated by this reference.

Section 3.03 Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds*. Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties*. The Fiscal Agent is appointed as initial Bond Registrar. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become

an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) *Bond Register; Transfer and Exchange.* The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Only Form.* DTC is appointed as initial Securities Depository. Each Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (1) to any successor Securities Depository; (2) to any substitute Securities Depository appointed by the City; or (3) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (1) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (2) the City terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance.

Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 3.04 Redemption Provisions and Purchase of Bonds.

(a) *Optional Redemption.* The Bonds shall be subject to redemption at the option of the City on terms acceptable to the Designated Representative, as set forth in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit B.

(b) *Mandatory Redemption.* Each Bond that is designated as a Term Bond in the Bond Purchase Agreement shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts

as set forth in the Bond Purchase Agreement. If a Term Bond (or a portion thereof) is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount so redeemed, defeased or purchased (irrespective of its actual redemption or purchase price) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

(c) *Selection of Bonds for Redemption; Partial Redemption.* If fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the City shall select the maturities to be redeemed. If fewer than all of the outstanding Bonds are to be redeemed, the Securities Depository shall select Bonds registered in the name of the Securities Depository to be redeemed in accordance with the Letter of Representations, and the Bond Registrar shall select all other Bonds to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(d) *Notice of Redemption.* Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Officer shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) *Rescission of Optional Redemption Notice.* In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time on or prior to the date fixed for redemption. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of redemption has been rescinded shall remain outstanding.

(f) *Effect of Redemption.* Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption

is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

(g) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds offered to the City at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 3.05 Failure To Pay Bonds. If the principal of any Bond is not paid when the Bond is properly presented at its maturity or date fixed for redemption, the City shall be obligated to pay, from the sources pledged herein, interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

ARTICLE IV FORM AND EXECUTION OF BONDS; MANNER OF PAYMENT

Section 4.01 Form of Bonds; Signatures and Seal. Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

Section 4.02 Authentication. Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: "Certificate of Authentication. This Bond is one of the fully registered City of Richland, Washington, Waterworks Utility Refunding and Improvement Revenue Bonds, 2017." The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 4.03 Payment of Bonds. Principal of and interest on each Bond shall be payable in lawful money of the United States of America. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name

of the Securities Depository is payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

ARTICLE V

PLEDGE; FLOW OF FUNDS; SPECIAL FUNDS AND ACCOUNTS

Section 5.01 Pledge of Revenues and Lien Position of Bonds. The Net Revenue of the Waterworks Utility and ULID Assessments are pledged to the payment of the Outstanding Parity Bonds, the Bonds and any Future Parity Bonds, and the Outstanding Parity Bonds, the Bonds and such Future Parity Bonds, if any, shall constitute a lien and charge upon the Net Revenue of the Waterworks Utility and ULID Assessments prior and superior to any other charges whatsoever.

The Bonds shall not be or constitute a general obligation or a pledge of the faith, credit or taxing power of the City, the State or any political subdivision thereof or a lien upon any property owned by or situated within the City or the Waterworks Utility, except for the lien and charge upon the Net Revenue of the Waterworks Utility and ULID Assessments, as provided in this ordinance. The Owners of the Bonds never shall have the right to require or compel the City, the State or any political subdivision thereof to levy any tax to pay the principal of or premium, if any, or interest on the Bonds. No covenant or agreement contained in this ordinance shall be deemed to be a covenant or agreement of any member of the City Council, official, agent or employee of the City in his or her individual capacity, and neither the members of the City Council nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 5.02 Flow of Funds. The Gross Revenue of the Waterworks Utility, except for earnings in the Bond Fund and except for ULID Assessments (which shall be paid into the Bond Fund as provided in Section 5.03), shall be credited to the Revenue Fund of the City as it is collected. The Revenue Fund shall be held separate and apart from other funds and accounts of the City. Money in the Revenue Fund shall be used for the following purposes only and shall be applied in the following order of priority:

- (a) To pay the Maintenance and Operation Expense;
- (b) To pay the interest on all Parity Bonds when due;
- (c) To pay the principal of all Parity Bonds when due, including all Sinking Fund Installments with respect to the mandatory redemption of Term Bonds prior to maturity;

(d) To make all payments required to be made into any sinking fund account created to provide for the payment of Term Bonds at maturity;

(e) To make all payments required to be made into the Reserve Account (or any subaccount therein) or respecting any Reserve Account Instrument, to secure payment for any Covered Bonds;

(f) To make all payments required to be made into any revenue bond redemption fund or warrant redemption fund and debt service account or reserve account created to pay, or secure the payment of, the principal of and interest on any revenue bonds, or revenue warrants or other revenue obligations of the City having a lien upon the Net Revenue of the Waterworks Utility (or any component utility) junior and inferior to the lien thereon for the payment of the principal of and interest on any Parity Bonds; and

(g) Without priority, to retire by redemption or purchase in the open market any outstanding revenue bonds or other revenue obligations of the Waterworks Utility, to make necessary additions, betterments, improvements and repairs to or extensions and replacements of the Waterworks Utility, or for any other lawful City purposes. ***Upon the redemption or defeasance of all of the 2009 and 2012 Bonds, "deposits to the Rate Stabilization Account" shall be added to this subsection.***

Section 5.03 Bond Fund; Principal and Interest Account; Reserve Account.

(a) *In General.* The Bond Fund is divided into two accounts, namely, the Principal and Interest Account and the Reserve Account. So long as any Parity Bonds are outstanding against the Bond Fund, the Finance Director shall set aside and pay into the Bond Fund all ULID Assessments upon their collection and, in addition to the requirements for the Outstanding Parity Bonds, out of the Net Revenue of the Waterworks Utility certain fixed amounts without regard to any fixed proportion, namely:

(1) Into the Principal and Interest Account amounts necessary to pay the principal of and interest on the Bonds as the same shall become due and payable; and

(2) Into the Reserve Account (or any subaccount therein), so long as the Bonds are Covered Bonds, an amount necessary, if any, to fund the Reserve Requirement, after taking into account the satisfaction of all or any part of the Reserve Requirement from proceeds of the Bonds and the extent to which the Reserve Requirement is satisfied by any Reserve Account Instrument.

When the total amount in the Bond Fund equals the total amount of principal and interest for all outstanding Parity Bonds to the last maturity thereof, no further payment need be made into the Bond Fund. The City may provide for the purchase, redemption or defeasance of Parity Bonds payable by the use of money on deposit in any account in the Bond Fund as long as the money remaining in those accounts is sufficient to satisfy the required deposits in those accounts for the remaining Parity Bonds outstanding. The City may transfer from any funds or accounts of the City legally available therefor, except

bond redemption funds, refunding escrow funds or defeasance funds, any money therein to meet the required payments to be made into the Bond Fund. If the City fails to set aside and pay into the Bond Fund the amounts set forth above, the owner of any of the outstanding Parity Bonds may bring action against the City and compel such setting aside and payment.

(b) *Principal and Interest Account.* Money shall be deposited into the Principal and Interest Account in accordance with subsection (a) of this section and shall be used solely for the payment of principal of and interest on the Parity Bonds. If there is a deficiency in the Principal and Interest Account in the Bond Fund to meet maturing installments (including Sinking Fund Installments) of principal of or interest on the Covered Bonds, as the case may be, such deficiency shall be made up from the Reserve Account. The City may create sinking fund accounts or other accounts in the Principal and Interest Account for the payment or securing the payment of Parity Bonds as long as the maintenance of such accounts does not conflict with the rights of the owners of any Parity Bonds.

(c) *Reserve Account.* The Reserve Account has been previously created as a common reserve for the purpose of securing the payment of principal of and interest on the Covered Bonds. So long as the Bonds are Covered Bonds, the City shall maintain the Reserve Account at the total Reserve Requirement amount for all Covered Bonds, except for withdrawals therefrom as authorized herein. The City reserves the right to substitute for all or for a portion of the Reserve Account a Reserve Account Instrument which, when combined with any money or investments in the Reserve Account, equals an amount not less than the Reserve Requirement for all outstanding Covered Bonds. Deficiencies in the amounts available in the Principal and Interest Account necessary to meet maturing installments (including Sinking Fund Installments) of principal of or interest on the Covered Bonds shall be made from the Reserve Account as by the withdrawal of cash and, after all cash has been depleted, then by draws on any Reserve Account Instrument available for that purpose.

The City may create subaccounts in the Reserve Account for the purpose of securing a particular series of Covered Bonds and may deposit and maintain in each subaccount an amount for the specific bonds to be secured by that subaccount. If the City creates subaccounts within the Reserve Account, then any deficiency in the Principal and Interest Account to meet maturing installments of principal or interest on Covered Bonds shall be made up ratably from the Reserve Account and its subaccounts based on either the original issue price or then-outstanding principal of the series of Covered Bonds secured by the account and the respective subaccounts.

Any deficiency created in the Reserve Account by reason of any permitted withdrawals shall be made up within one year from the Net Revenue of the Waterworks Utility first available after making necessary provisions for the required payments into the Principal and Interest Account or from any other available funds of the City. Draws on a Reserve Account Instrument shall be repaid in accordance with the terms of the instrument. The money in the Reserve Account shall otherwise be held intact and may be applied to pay the principal of the last outstanding Parity Bonds, except that if the Reserve Account is fully funded, any money in excess of the Reserve Requirement may be

withdrawn and expended for the purpose of Parity Bonds or for any other lawful Waterworks Utility purpose.

(d) *Investment of Funds.* All money in the Bond Fund may be kept in cash or invested in Permitted Investments maturing not later than the date when the funds are required for the payment of principal of or interest on the outstanding Parity Bonds (for investments in the Principal and Interest Account) or having a guaranteed redemption price prior to maturity and, in no event, maturing later than the last maturity of any remaining outstanding Parity Bonds (for investments in the Reserve Account). In no event shall any money in the Bond Fund or any other money reasonably expected to be used to pay principal of or interest on the Bonds be invested at a yield which would cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code and applicable regulations thereunder. Earnings from investments in the Principal and Interest Account shall be deposited in that account. Income from investments in the Reserve Account shall be deposited in that account until the amount therein is equal to the Reserve Requirement of all Parity Bonds, and thereafter shall be deposited in the Principal and Interest Account. Notwithstanding the provisions for the deposit of interest earnings, any such earnings which are subject to a federal tax or rebate requirement may be withdrawn from the Bond Fund for deposit into a separate fund or account for that purpose.

Section 5.04 Rate Stabilization Account. The Finance Director is hereby authorized to establish a special account within the Revenue Fund, and such subaccounts therein as may be necessary or convenient, to be called the Waterworks Utility Rate Stabilization Account. ***Upon the redemption or defeasance of all of the 2009 and 2012 Bonds, this section shall be amended to add the following:*** *The Finance Director may, at any time consistent with the flow of funds set forth in Section 5.02 of this ordinance, deposit Net Revenue (and any other available money received by the Waterworks Utility, excluding principal proceeds of any Future Parity Bonds or other borrowing) into the Rate Stabilization Account (or any appropriate subaccount therein). The City may, upon authorization by ordinance, at any time withdraw money from the Rate Stabilization Account for inclusion in the Net Revenue for the current Fiscal Year of the Waterworks Utility, except that the total amount withdrawn from the Rate Stabilization Account in any Fiscal Year of the Waterworks Utility may not exceed an amount equal to the total debt service of the Waterworks Utility in that year. Such deposits or withdrawals may be made up to and including the date 90 days after the end of the Fiscal Year for which the deposit or withdrawal will be included as Net Revenue for that Fiscal Year. Earnings from investments in the Rate Stabilization Account shall be deposited in that account and shall not be included as Net Revenue of the Waterworks Utility unless and until withdrawn from that account as provided herein. The City also may deposit earnings from investments in the Rate Stabilization Account into any Waterworks Utility fund or account as authorized by ordinance, and such deposits shall be included as Net Revenue in the Fiscal Year of deposit. No deposit of Net Revenue of the Waterworks Utility shall be made into the Rate Stabilization Account to the extent that such deposit would prevent the City from meeting the Coverage Requirement in the relevant Fiscal Year.*

ARTICLE VI
USE OF BOND PROCEEDS; REFUNDING OF REFUNDED BONDS

Section 6.01 Disposition and Use of Bond Proceeds.

(a) *Project Costs and Reserve Account Deposit.* Upon receipt by the City, the proceeds of the Bonds allocated to the financing of the Projects shall be deposited in the appropriate accounts in the Revenue Fund and used to pay costs of carrying out the Projects, and payment of costs of issuance and sale of the Bonds. Principal proceeds an amount necessary to satisfy the Reserve Requirement shall be deposited into the Reserve Account, if so directed by the Designated Representative. Upon issuance of the Bonds, the cash and investments on deposit in the Reserve Account shall satisfy the Reserve Requirement for the Outstanding Parity Bonds and the Bonds and any excess remaining in the Reserve Account may be transferred to the Refunding Escrow or to such other fund or account as the Finance Director shall deem appropriate, consistent with applicable law and this ordinance.

(b) *ULID BAN Redemption.* At Closing, the City shall cause the proceeds of the Bonds allocated to repaying and redeeming the ULID BAN, together with any amounts received to such date as payments of assessments within ULID No. 197, to be paid to Cashmere Valley Bank for repayment and redemption in full of the ULID BAN.

(c) *Refunding Deposit.* At Closing, the City shall cause the proceeds of the Bonds allocated to carrying out the Refunding Plan (if any) to be deposited with the Refunding Trustee and used to carry out the Refunding Plan in accordance with Section 6.02 and the Refunding Trust Agreement.

(d) *Costs of Issuance.* The portion of the proceeds allocable to payment of costs related to the sale, issuance and delivery of the Bonds may be transferred to the Refunding Trustee to be used to pay such costs in accordance with an executed Refunding Trust Agreement, or may be retained by the City to be used to pay such costs directly, as the Finance Director may determine is most convenient.

(e) *The Bond Fund.* The proceeds of the Bonds remaining after the City makes all deposits described in this section shall be deposited into the Debt Service Account to pay interest on the Bonds on the next interest payment date.

Section 6.02 Refunding of the Refunded Bonds.

(a) *Appointment of the Refunding Trustee; Selection of Refunded Bonds.* The Designated Representative is authorized and Directed to appoint a the Refunding Trustee in accordance with chapter 39.53 RCW, and is authorized to execute on behalf of the City a Refunding Trust Agreement identifying the Refunded Bonds and providing for the carrying out of the Refunding Plan to be further described therein.

(b) *Use of Bond Proceeds for Refunding Plan; Acquisition of Acquired Obligations.* On the Issue Date, proceeds of the sale of the Bonds allocated to carrying out the Refunding Plan (together with other money of the City, if necessary) shall be

deposited with the Refunding Trustee and used to discharge the obligations of the City relating to the Refunded Bonds identified in the Refunding Plan by carrying out that Refunding Plan in accordance with the Refunding Trust Agreement. The Acquired Obligations shall be listed and more particularly described in an exhibit attached to the Refunding Trust Agreement, shall conform to the requirements of the Refunded Bond Ordinance, and are subject to substitution as set forth below. Any Bond proceeds or other money deposited with the Refunding Trustee not needed to carry out the Refunding Plan shall be returned to the City for deposit in the Bond Fund to pay interest on the Bonds on the next upcoming interest payment date.

(c) *Substitution of Acquired Obligations.* The City reserves the right at any time to substitute cash or other Government Obligations conforming to the requirements of the Refunded Bond Ordinance (“Substitute Obligations”) for any of the Acquired Obligations if the City obtains, (a) an opinion of Bond Counsel to the effect that the interest on the Bonds and the Refunded Bonds will remain excluded from gross income for federal income tax purposes under Sections 103, 148 and 149(d) of the Code, and (b) a verification by a nationally recognized independent certified public accounting firm that such substitution will not impair the timely payment of the amounts required to be paid by the Refunding Plan. Any surplus money resulting from the sale, transfer, other disposition or redemption of the Acquired Obligations and the substitutions therefor shall be released from the trust estate and transferred to the City to be used for any lawful City purpose.

(d) *Refunding Trust Agreement; Administration of Refunding Plan.* The Designated Representative is authorized to execute a Refunding Trust Agreement setting forth the duties, obligations and responsibilities of the Refunding Trustee in connection with the carrying out of the Refunding Plan. The Refunding Trust Agreement shall, among other things, authorize and direct the Refunding Trustee to purchase the Acquired Obligations (or Substitute Obligations) and to make the payments required to be made by the Refunding Plan. All Acquired Obligations (or Substitute Obligations) and the money deposited with the Refunding Trustee and any income therefrom shall be held irrevocably, invested and applied in accordance with the provisions of the applicable Refunded Bond Ordinance, this ordinance, chapter 39.53 RCW and other applicable State law. All administrative costs (including without limitation all necessary and proper fees, compensation and expenses of the Refunding Trustee for the Bonds and all other costs incidental to the setting up of the escrow to accomplish the Refunding Plan) and costs of issuance of the Bonds may be paid out of the amounts deposited with the Refunding Trustee or other available money of the City, in accordance with the Refunding Trust Agreement.

(e) *Call for Redemption of the Refunded Bonds.* The Designated Representative is authorized to call the Refunded Bonds for redemption on the Redemption Date in accordance with the Refunded Bond Ordinance and this ordinance. Such call for redemption shall identify the Refunded Bonds, the maturity dates, the Redemption Date and redemption price (expressed as a percentage of par, plus accrued interest), and shall be irrevocable after the Series of Bonds are delivered to the Purchaser thereof. The Designated Representative is authorized and directed to give or cause to be given such notices as required, at the times and in the manner required pursuant to the

applicable Refunded Bond Ordinance, and to take all other actions necessary to effect the redemption of the Refunded Bonds on the Redemption Date.

Section 6.03 City Findings with Respect to Refunding.

(a) Prior to approving the sale of the Bonds, the Designated Representative shall make the following determinations in writing if in his or her judgment the following conditions are met:

(1) The Redemption Date is the earliest practical date on which the Refunded Bonds may be called for redemption.

(2) The savings that will be effected (as measured by the difference between the principal and interest cost over the life of the Bonds and the principal and interest cost over the life of the Refunded Bonds but for such refunding) shall be equal to at least the percentage savings set forth in Exhibit B(i). In making such determination, the Designated Representative shall give consideration to the fixed maturities of the Bonds and the Refunded Bonds, the costs of issuance of the Bonds and the known earned income from the investment of the proceeds of the issuance and sale of the Bonds pending payment and redemption of the Refunded Bonds.

(3) The Refunding Plan to be effected by the issuance and sale of the Bonds will provide sufficient funds to discharge and satisfy the obligations of the City under the Refunded Bond Ordinance. In making such determination, the Designated Representative may rely upon a certification of the City's financial advisor.

(b) The City Council finds and determines that upon the determination made by the Designated Representative pursuant to subsection (a)(3) of this section, the Refunding Plan will discharge and satisfy the obligations, pledges, charges, trusts, covenants and agreements of the City under the Refunded Bond Ordinance as to the Refunded Bonds, and the Refunded Bonds shall no longer be deemed to be outstanding under the Refunded Bond Ordinance immediately upon the deposit of the money specified in the Refunding Plan with the Refunding Trustee.

ARTICLE VII

BOND AND TAX COVENANTS; FUTURE PARITY BONDS

Section 7.01 Bond Covenants. The City covenants and agrees with the owner of each Parity Bond at any time outstanding, as follows:

(a) It will establish, maintain and collect such rates and charges for water, wastewater and stormwater services so long as any Parity Bonds are outstanding which will make available for the payment of the principal of and interest on the Parity Bonds, when due and payable, Net Revenue (together with ULID Assessments, where applicable) in an amount equal to at least the Coverage Requirement.

(b) All ULID Assessments shall be paid into the Bond Fund and may be used to pay the principal of and interest on Parity Bonds without those ULID Assessments being particularly allocated to the payment of the principal of and interest on any particular issue or series of Parity Bonds.

(c) It will at all times maintain and keep the Waterworks Utility in good repair, working order and condition, and also will at all times operate the component utilities and the business in connection therewith in an efficient manner and at a reasonable cost.

(d) It will not sell, lease, mortgage, or in any manner encumber or dispose of all of the property of the Waterworks Utility unless provision is made for the payment into the Bond Fund of an amount sufficient to pay the principal of and interest on any Parity Bonds then outstanding and that it will not sell, lease, mortgage, or in any manner encumber or dispose of any part of the property of the Waterworks Utility that is used, useful and material to the operation thereof, unless provision is made for replacement thereof, or for payment into the Bond Fund of an amount which shall bear the same ratio to the amount of the Parity Bonds then outstanding as the Gross Revenue available for debt service for such outstanding bonds for the twelve months preceding such sale, lease, encumbrance or disposal from the portion of the Waterworks Utility sold, leased, encumbered or disposed of bears to the Gross Revenue available for debt service for the Parity Bonds from the entire Waterworks Utility for the same period, except that no payment need be made if the ratio determined is 2% or less of the Gross Revenue of the entire Waterworks Utility. Any such money so paid into the Bond Fund shall be used to retire such Parity Bonds at the earliest possible date.

(e) It will, while any of the Bonds remain outstanding, keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the Waterworks Utility, and it will furnish a Registered Owner upon written request, complete operating and income statements of the Waterworks Utility in reasonable detail covering any Fiscal Year not more than 90 days after the close of such Fiscal Year. Further, it will grant any Registered Owner of at least 25% of the outstanding Parity Bonds the right at all reasonable times to inspect the entire Waterworks Utility and all records, accounts and data of the City relating thereto. Upon request of any Registered Owner, it also will furnish a copy of the most recently completed audit of the City's accounts by the State Auditor of Washington, or such other audit as is authorized by law in lieu thereof. ***Upon the redemption or defeasance of all of the 2009 and 2012 Bonds, this subsection (e) shall read as follows:*** It will, while any of the Bonds remain outstanding, keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the Waterworks Utility. Upon request of any Registered Owner, it also will furnish a copy of the most recently completed audit of the City's accounts by the State Auditor of Washington, or such other audit as is authorized by law in lieu thereof.

(f) It will not furnish services of the Waterworks Utility to any customer whatsoever free of charge and will promptly take legal action to enforce collection of all delinquent accounts, except to the extent permitted by law to aid the poor and infirm.

(g) It will carry the type of insurance on its Waterworks Utility property in the amounts normally carried by similar utilities or, in lieu thereof, may self-insure or participate in a joint intergovernmental insurance assuring the same coverage as is carried by substantially similar utilities. If, as, and when the United States of America or some agency thereof shall provide for war risk insurance, the City further agrees to take out and maintain such insurance on all or such portion of the Waterworks Utility on which such war risk insurance may be written in an amount or amounts to cover adequately the value thereof, except that such war risk insurance shall be obtained only if in judgment of the City the premiums therefor are reasonable. ***Upon the redemption or defeasance of the 2009 and 2012 Bonds, this subsection (g) shall read as follows:*** *It will carry the type of insurance on its Waterworks Utility property in the amounts normally carried by similar utilities or, in lieu thereof, may self-insure or participate in a joint intergovernmental insurance assuring the same coverage as is carried by substantially similar utilities.*

(h) It will pay all Maintenance and Operation Expense and the debt service requirements of any Parity Bonds and otherwise meet the obligations of the City as set forth in this ordinance.

Section 7.02 Authorization of Future Parity Bonds; Subordinate Bonds. The City reserves the right to issue Future Parity Bonds if the Parity Bond Test is met and complied with at the time of the issuance of such Future Parity Bonds. If the Parity Bond Test is met and complied with at the time of the issuance of such Future Parity Bonds, then payments into the Bond Fund with respect to such Future Parity Bonds shall rank equally with the payments out of the Net Revenue required to be made into the Bond Fund by the Outstanding Parity Bond ordinances and this ordinance. Nothing herein contained shall prevent the City from issuing water and sewer revenue bonds or other obligations which are a charge upon the Net Revenue of the Waterworks Utility of the City or any component utility thereof or any Separate Utility System junior or inferior to the payments required to be made therefrom into the Bond Fund for the payment of any Parity Bonds, provided that such subordinate bonds may not be subject to acceleration under any circumstances.

Section 7.03 Separate Utility Systems. ***Upon the redemption or defeasance of all of the 2009 and 2012 Bonds, this section shall read as follows:*** *The City may create, acquire, construct, finance, own and operate one or more additional systems for water supply, sewer service, water, sewage or stormwater transmission, treatment or other commodity or utility service. The revenue of that Separate Utility System, and any utility local improvement district assessments payable solely with respect to improvements to a Separate Utility System, shall not be included in the Gross Revenue and may be pledged to the payment of revenue obligations issued to purchase, construct, condemn or otherwise acquire or expand the Separate Utility System. Neither the Gross Revenue nor the Net Revenue may be pledged to the payment of any obligations of a Separate Utility System except that the Net Revenue may be pledged on a basis subordinate to the lien of the Parity Bonds, provided that any such bonds which pledge Net Revenue on a subordinate basis may not be subject to acceleration under any circumstances.*

Section 7.04 Contract Resource Obligations. ***Upon the redemption or defeasance of all of the 2009 and 2012 Bonds, this section shall read as follows:*** The City may at any time enter into one or more Contract Resource Obligations for the acquisition, from facilities to be constructed or improved by the use of payments under such Contract Resource Obligations, of water supply, transmission or other commodity or service relating to the Waterworks Utility, as follows:

(a) The City may determine that, and may agree under a Contract Resource Obligation to provide that, all payments under that Contract Resource Obligation (including payments prior to the time that water, wastewater or stormwater service is being provided, or during a suspension or after termination of supply or service) shall be a Maintenance and Operation Expense if the payments required to be made under the Contract Resource Obligation are not subject to acceleration and the following additional requirements are met at the time such a Contract Resource Obligation is entered into:

(1) No event of default has occurred and is continuing under the terms of any debt obligation of the City in respect of the Waterworks Utility; and

(2) There shall be on file a certificate of an independent licensed professional engineer or engineering firm stating that in his, her or its professional opinion: (i) the payments to be made by the City in connection with the Contract Resource Obligation are reasonable for the supply or transmission rendered; (ii) the source of any new supply, and any facilities to be constructed to provide the supply or transmission, are sound from a water or other commodity supply or transmission planning standpoint, are technically and economically feasible in accordance with prudent utility practice, and are likely to provide supply or transmission no later than a date set forth in the independent licensed professional engineer's certification; and (iii) the Net Revenue of the Waterworks Utility will be sufficient to meet the Coverage Requirement for each of the five Fiscal Years following the Fiscal Year in which the Contract Resource Obligation is incurred, where the calculation of Net Revenue (A) takes into account the adjustments to Gross Revenue permitted under the Parity Bond Test, and (B) adjusts the Maintenance and Operation Expense by the independent licensed professional engineer's estimate of the payments to be made in accordance with the Contract Resource Obligation.

(b) Nothing in this section shall prevent the City from entering into other agreements for the acquisition of water supply, transmission or other commodity or service relating to the Waterworks Utility from existing facilities and from treating those payments as a Maintenance and Operation Expense. Nothing in this section shall prevent the City from entering into other agreements for the acquisition of water supply, transmission or other commodity or service from facilities to be constructed and from agreeing to make payments with respect thereto, such payments constituting a lien and charge on the Net Revenue of the Waterworks Utility subordinate to that of the Parity Bonds.

Section 7.05 Tax Covenants.

(a) *Preservation of Tax Exemption for Interest on Bonds.* The City covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the City treated as proceeds of the Bonds at any time during the term of the Bonds which will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City also covenants that to the extent arbitrage rebate requirements of Section 148 of the Code are applicable to the Bonds, it will take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

(b) *Post-Issuance Compliance.* The Finance Director is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

ARTICLE VIII OFFICIAL STATEMENT; CONTINUING DISCLOSURE

Section 8.01 Preliminary Official Statement Deemed Final. The Designated Representative shall review and, if acceptable to him or her, approve the preliminary Official Statement prepared in connection with the Bonds to the public or through a Purchaser acting as a placement agent. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has been approved by the Designated Representative and deemed final, if applicable, in accordance with this subsection.

Section 8.02 Approval of Final Official Statement. The City approves the preparation of a final Official Statement for the Bonds to be sold to the public in the form of the preliminary Official Statement, with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser, if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of the final Official Statement so executed and delivery to purchasers and potential purchasers of the Bonds.

Section 8.03 Undertaking to Provide Continuing Disclosure. If necessary to meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to the Purchaser acting as a participating underwriter for the Bonds, the Designated Representative is authorized to execute a written undertaking to provide continuing disclosure for the benefit of holders of the Bonds in substantially the form attached as Exhibit E.

ARTICLE IX
AMENDMENTS; DEFAULTS AND REMEDIES

Section 9.01 Amendatory and Supplemental Ordinances.

(a) *General.* This ordinance shall not be modified or amended in any respect subsequent to the initial issuance of the Bonds except as provided in this section.

(b) *Modifications Not Requiring Consent.* The City may from time to time and at any time, without the consent of or notice to the registered owners of any Parity Bonds, pass supplemental or amendatory ordinances as follows:

(1) to cure any formal defect, omission, inconsistency or ambiguity in this ordinance in a manner not adverse to the registered owner of any Parity Bond;

(2) to impose upon the Bond Registrar (with its consent) for the benefit of the registered owners of the Parity Bonds any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this ordinance as theretofore in effect;

(3) to add to the covenants and agreements of, and limitations and restrictions upon, the City in this ordinance other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this ordinance as theretofore in effect;

(4) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by this ordinance of any other money, securities or funds;

(5) to authorize different denominations of the Bonds and to make correlative amendments and modifications to this ordinance regarding exchangeability of Bonds of different authorized denominations, redemptions of portions of Bonds of particular authorized denominations and similar amendments and modifications of a technical nature; and

(6) to modify, alter, amend or supplement this ordinance in any other respect which is not materially adverse to the registered owners of the Parity Bonds and which does not involve a change described in subsection (c) of this section.

Before any supplemental or amendatory ordinance pursuant to this subsection (b) may go into effect, the City must obtain an opinion of Bond Counsel, stating that such ordinance is authorized or permitted by this ordinance and will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of interest on the Parity

Bonds then outstanding. Notice and a copy or summary of any such supplement or amendment shall be given to each Rating Agency but shall not be a precondition to the effectiveness of any such ordinance.

(c) *Modifications Requiring Consent.* In addition to modifications permitted under subsection (b), subject to the terms and provisions contained in this subsection (c) and not otherwise, the City may adopt supplemental or amendatory ordinances only upon obtaining consent of the registered owners of Parity Bonds, as follows:

(1) For the purpose of modifying, altering, amending, supplementing or rescinding, in any particular, any terms or provisions contained in this ordinance, except as set forth in subsection (c)(2) of this section, the registered owners of not less than 60% in aggregate principal amount of the Parity Bonds then outstanding shall have the right from time to time to consent to and approve any supplemental or amendatory ordinance deemed necessary or desirable by the City.

(2) Unless approved in writing by the registered owners of all the Parity Bonds then outstanding, nothing contained in this section shall permit, or be construed as permitting:

(i) a change in the times, amounts or currency of payment of the principal of or interest on any outstanding Parity Bond, or a reduction in the principal amount or redemption price of any outstanding Parity Bond or a change in the method or redemption price of any outstanding Parity Bond or a change in the method of determining the rate of interest thereon, or

(ii) a preference or priority of any Parity Bond over any other Parity Bond, or

(iii) a reduction in the aggregate principal amount of Parity Bonds, except upon the written consent of the registered owners of the affected Parity Bonds and as to which no additional consent shall be required.

Before any supplemental or amendatory ordinance pursuant to this subsection (c) may go into effect, the Bond Registrar shall cause notice of such ordinance to be given by first class United States Mail to all registered owners of the then outstanding Parity Bonds and to each Rating Agency. Such notice shall briefly summarize the proposed amendment or supplement and shall state that a copy thereof is available from the City. Receipt of notice by a Rating Agency shall not be a precondition to the effectiveness of any such ordinance.

The supplemental or amendatory ordinance may go into effect in substantially the form described in the notice if, within two years after the mailing of notice to the registered owners of the Parity Bonds, the City has obtained (i) the required consents, in writing, of the registered owners of the requisite proportion of the then-outstanding Parity Bonds, and (ii) an opinion of Bond Counsel, stating that such amendment or supplement is permitted by this ordinance and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms and will not adversely affect the

exemption from federal income taxation of the interest on the tax-exempt Parity Bonds then outstanding.

As long as the Securities Depository is the registered owner of any Parity Bond(s), if it declines to give any consent provided for in this subsection (c), the required consent may be obtained from the beneficial owner(s) of such Parity Bond(s).

(d) *Effect of Modifications.* Upon receipt of the required opinion under subsection (b), or consents and opinion under subsection (c), this ordinance shall be modified in accordance with the supplemental or amendatory ordinance, and the respective rights, duties and obligations under this ordinance of the City, the Bond Registrar and all owners of Parity Bonds then outstanding shall thereafter be determined, exercised and enforced under this ordinance subject in all respects to such modifications and amendments. Furthermore, no owner of a Parity Bond shall have any right to object to the passage of such supplemental or amendatory ordinance, or to object to any of its terms or provisions or its operation, or in any manner to question the propriety of its passage, or to enjoin or restrain the City from taking any action pursuant thereto.

Section 9.02 Defaults and Remedies. ***If any provision in this Section 9.02 is determined by a court of competent jurisdiction to act as a material limitation on the rights and remedies of owners of 2009 or 2012 Bonds under the ordinances authorizing such 2009 and 2012 Bonds, such provision shall go into effect only upon the redemption, refunding or defeasance of all 2009 and 2012 Bonds:***

(a) *Events of Default.* The following shall constitute “Events of Default” with respect to the Bonds:

(1) If a default is made in the payment of the principal of or interest on any of the Bonds when the same shall become due and payable; or

(2) If the City defaults in the observance and performance of any other of the covenants, conditions and agreements on the part of the City set forth in this ordinance or any covenants, conditions or agreements on the part of the City contained in any Parity Bond authorizing ordinance and such default or defaults have continued for a period of six months after they have received from the Bondowners’ Trustee (as defined below) or from the registered owners of not less than 25% in principal amount of the Parity Bonds, a written notice specifying and demanding the cure of such default. However, if the default in the observance and performance of any other of the covenants, conditions and agreements is one which cannot be completely remedied within the six months after written notice has been given, it shall not be an Event of Default with respect to the Bonds as long as the City has taken active steps within 90 days after written notice has been given to remedy the default and is diligently pursuing such remedy.

(3) If the City files a petition in bankruptcy or is placed in receivership under any state or federal bankruptcy or insolvency law.

(b) *Bondowners' Trustee.* So long as such Event of Default has not been remedied, a bondowners' trustee (the "Bondowners' Trustee") may be appointed by the registered owners of 25% in principal amount of the Parity Bonds then outstanding, by an instrument or concurrent instruments in writing signed and acknowledged by such registered owners of the Parity Bonds or by their attorneys-in-fact duly authorized and delivered to such Bondowners' Trustee, notification thereof being given to the City. That appointment shall become effective immediately upon acceptance thereof by the Bondowners' Trustee. Any Bondowners' Trustee appointed under the provisions of this section shall be a bank or trust company organized under the laws of the State of Washington or the State of New York or a national banking association. The bank or trust company acting as Bondowners' Trustee may be removed at any time, and a successor Bondowners' Trustee may be appointed, by the registered owners of a majority in principal amount of the Parity Bonds, by an instrument or concurrent instruments in writing signed and acknowledged by such registered owners of the Bonds or by their attorneys-in-fact duly authorized. The Bondowners' Trustee may require such security and indemnity as may be reasonable against the costs, expenses and liabilities that may be incurred in the performance of its duties. If any Event of Default is, in the sole judgment of the Bondowners' Trustee, cured and the Bondowners' Trustee furnishes to the City a certificate so stating, that Event of Default shall be conclusively deemed to be cured and the City, the Bondowners' Trustee and the registered owners of the Parity Bonds shall be restored to the same rights and position which they would have held if no Event of Default had occurred. The Bondowners' Trustee appointed in the manner herein provided, and each successor thereto, is declared to be a trustee for the registered owners of all the Parity Bonds and is empowered to exercise all the rights and powers herein conferred on the Bondowners' Trustee.

(c) *Suits at Law or in Equity.* Upon the happening of an Event of Default and during the continuance thereof, the Bondowners' Trustee may (and, upon the written request of the registered owners of not less than 25% in principal amount of the Parity Bonds outstanding, must) take such steps and institute such suits, actions or other proceedings, all as it may deem appropriate for the protection and enforcement of the rights of the registered owners of the Parity Bonds, to collect any amounts due and owing to or from the City, or to obtain other appropriate relief, and may enforce the specific performance of any covenant, agreement or condition contained in this ordinance or in any of the Parity Bonds.

Any action, suit or other proceedings instituted by the Bondowners' Trustee hereunder shall be brought in its name as trustee for the owners of the Parity Bonds and all such rights of action upon or under any of the Parity Bonds or the provisions of this ordinance may be enforced by the Bondowners' Trustee without the possession of any of those Parity Bonds and without the production of the same at any trial or proceedings relative thereto except where otherwise required by law. Any such suit, action or proceeding instituted by the Bondowners' Trustee shall be brought for the ratable benefit of all of the owners of those Parity Bonds, subject to the provisions of this ordinance. The respective owners of the Parity Bonds, by taking and holding the same, shall be conclusively deemed irrevocably to appoint the Bondowners' Trustee the true and lawful trustee of the respective owners of those Parity Bonds, with authority to institute any such

action, suit or proceeding; to receive as trustee and deposit in trust any sums becoming distributable on account of those Parity Bonds; to execute any paper or documents for the receipt of money; and to do all acts with respect thereto that the registered owner himself or herself might have done in person. Nothing herein shall be deemed to authorize or empower the Bondowners' Trustee to consent to accept or adopt, on behalf of any registered owner of the Parity Bonds, any plan of reorganization or adjustment affecting the Parity Bonds or any right of any registered owner thereof, or to authorize or empower the Bondowners' Trustee to vote the claims of the registered owners thereof in any receivership, insolvency, liquidation, bankruptcy, reorganization or other proceeding to which the City is a party.

(d) *No Acceleration.* Nothing contained in this section shall, in any event or under any circumstance, be deemed to authorize the acceleration of maturity of principal on the Parity Bonds, and the remedy of acceleration is expressly denied to the owners of the Parity Bonds under any circumstances including, without limitation, upon the occurrence and continuance of an Event of Default.

(e) *Application of Money Collected by Bondowners' Trustee.* Any money collected by the Bondowners' Trustee at any time pursuant to this section shall be applied in the following order of priority:

(1) First, to the payment of the charges, expenses, advances and compensation of the Bondowners' Trustee and the charges, expenses, counsel fees, disbursements and compensation of its agents and attorneys.

(2) Second, to the payment to the persons entitled thereto of all installments of interest then due on the Parity Bonds in the order of maturity of such installments and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the persons entitled thereto, without any discrimination or preference.

(3) Third, to the payment to the persons entitled thereto of the unpaid principal amounts of any Parity Bonds which shall have become due (other than Parity Bonds previously called for redemption for the payment of which money is held pursuant to the provisions hereto), whether at maturity or by proceedings for redemption or otherwise, in the order of their due dates and, if the amount available shall not be sufficient to pay in full the principal amounts due on the same date, then to the payment thereof ratably, according to the principal amounts due thereon to the persons entitled thereto, without any discrimination or preference.

(f) *Duties and Obligations of Bondowners' Trustee.* The Bondowners' Trustee shall not be liable except for the performance of such duties as are specifically set forth herein. During an Event of Default, the Bondowners' Trustee shall exercise such of the rights and powers vested in it hereby, and shall use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. The Bondowners' Trustee shall have no liability for any

act or omission to act hereunder except for the Bondowners' Trustee's own negligent action, its own negligent failure to act or its own willful misconduct. The duties and obligations of the Bondowners' Trustee shall be determined solely by the express provisions of this ordinance, and no implied powers, duties or obligations of the Bondowners' Trustee shall be read into this ordinance. The Bondowners' Trustee shall not be required to expend or risk its own funds or otherwise incur individual liability in the performance of any of its duties or in the exercise of any of its rights or powers as the Bondowners' Trustee, except as may result from its own negligent action, its own negligent failure to act or its own willful misconduct. The Bondowners' Trustee shall not be bound to recognize any person as a registered owner of any Bond until his or her title thereto, if disputed, has been established to its reasonable satisfaction. The Bondowners' Trustee may consult with counsel and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Bondowners' Trustee shall not be answerable for any neglect or default of any person, firm or corporation employed and selected by it with reasonable care.

(g) *Suits by Individual Bondowners Restricted.* Neither the registered owner nor the beneficial owner of any one or more of Parity Bonds shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of same unless:

- (1) an Event of Default has happened and is continuing; and
- (2) a Bondowners' Trustee has been appointed; and
- (3) such owner previously shall have given to the Bondowners' Trustee written notice of the Event of Default on account of which such suit, action or proceeding is to be instituted; and
- (4) the registered owners of 25% in principal amount of the then outstanding Parity Bonds have made, after the occurrence of such Event of Default, written request of the Bondowners' Trustee and have afforded the Bondowners' Trustee a reasonable opportunity to institute such suit, action or proceeding; and
- (5) there have been offered to the Bondowners' Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby; and
- (6) the Bondowners' Trustee has refused or neglected to comply with such request within a reasonable time.

No registered owner or beneficial owner of any Parity Bond shall have any right in any manner whatever by his or her action to affect or impair the obligation of the City to pay from the Net Revenue the principal of and interest on such Parity Bonds to the respective owners thereof when due.

ARTICLE X MISCELLANEOUS

Section 10.01 Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the “defeased Bonds”); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the “trust account”), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and, except as hereinafter provided, in the Net Revenue of the Waterworks Utility, ULID Assessments, funds and accounts obligated to the payment of the defeased Bonds, other than the right to receive the funds so set aside and pledged, shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose, subject only to the rights of the owners of any other Parity Bonds then outstanding.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

If the refunding or defeasance plan provides that the defeased Bonds or the refunding bonds to be issued be secured by money and/or Government Obligations pending the prior redemption of the defeased Bonds and if such refunding plan also provides that certain money and/or Government Obligations are pledged irrevocably for the prior redemption of the defeased Bonds included in that refunding plan, then only the debt service on the Bonds which are not defeased Bonds and the refunding bonds, the payment of which is not so secured by the refunding plan, shall be included in the computation of the Coverage Requirement for the issuance of Future Parity Bonds and the annual computation of coverage for determining compliance with the rate covenants.

Section 10.02 Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell each Series of the Bonds by negotiated sale, private placement, or by competitive sale in accordance with a notice of sale consistent with this ordinance, based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors. In determining the method of sale of a Series and accepting the Bond Sale Terms, the Designated Representative shall take into account those factors that, in

the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) *Procedure for Negotiated Sale or Private Placement.* If the designated Representative determines that the Bonds are to be sold by negotiated sale or private placement, the Designated Representative shall select one or more Purchasers with which to negotiate such sale. The Bond Purchase Agreement for each Series of the Bonds shall set forth the Bond Sale Terms. The Designated Representative is authorized to execute the Bond Purchase Agreement on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(c) *Procedure for Competitive Sale.* If the Designated Representative determines that the Bonds are to be sold by competitive sale, the Designated Representative shall cause the preparation of an official notice of bond sale setting forth parameters for the Bond Sale Terms and any other bid parameters that the Designated Representative deems appropriate consistent with this ordinance. Bids for the purchase of the Bonds shall be received at such time or place and by such means as the Designated Representative directs. On the date and time established for the receipt of bids, the Designated Representative (or the designee of the Designated Representative) shall open bids and shall cause the bids to be mathematically verified. The Designated Representative is authorized to award, on behalf of the City, the winning bid and accept the winning bidder's offer to purchase the Bonds, with such adjustments to the aggregate principal amount and principal amount per maturity as the Designated Representative deems appropriate, consistent with the terms of this ordinance. The Designated Representative may reject any or all bids submitted and may waive any formality or irregularity in any bid or in the bidding process if the Designated Representative deems it to be in the City's best interest to do so. If all bids are rejected, the Bonds may be sold pursuant to negotiated sale or in any manner provided by law as the Designated Representative determines is in the best interest of the City, within the parameters set forth in this ordinance.

(d) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 10.03 General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of the Bonds to the Purchaser (including approving additional terms, conditions or covenants relating to bond insurance or credit enhancement, as set forth in Exhibit B) and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 10.04 Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 10.05 Effective Date of Ordinance. This ordinance shall take effect and be in force on the day following the date of its publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland, Washington, at a regular open public meeting thereof, this _____ day of _____, 2017, and signed in authentication of its passage this _____ day of _____, 2017.

ROBERT J. THOMPSON
Mayor

AUTHENTICATED:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____

Exhibit A

Outstanding Parity Bonds

Issue Name	Issue Date	Original Par Amount	Authorizing Ordinance	Final Maturity
Water and Sewer Improvement and Refunding Revenue Bonds, 2009 (the "2009 Bonds")*	6/16/2009	\$21,975,000	Ord No. 17-09 (June 2, 2009)	12/1/2038
Water and Sewer Improvement and Refunding Revenue Bonds, 2012 (the "2012 Bonds")	6/5/2012	\$7,540,000	Ord No. 13-12 (May 1, 2012)	11/1/2034
Waterworks Utility Revenue Refunding Bonds, 2014 (the "2014 Bonds")	8/26/2014	\$9,985,000	Ord No. 8-14 (April 1, 2014)	11/1/2023

** The Refunding Candidates are a portion of the New Money Portion of the outstanding 2009 Bonds.*

EXHIBIT B

PARAMETERS FOR THE BOND SALE TERMS

- | | |
|-------------------------------|--|
| (a) Principal Amount. | The Bonds may be issued in one or more series and shall not exceed the aggregate principal amount of \$14,575,000. |
| (b) Date or Dates. | Each Bond shall be dated its Issue Date, which date may not be later than two years after the effective date of this ordinance. |
| (c) Denominations, Name, etc. | The Bonds shall be issued in Authorized Denominations and shall be numbered separately in the manner and shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative. |
| (d) Interest Rate(s). | Each Bond shall bear interest at fixed rates per annum (computed on the basis of a 360-day year of twelve 30-day months) from the Issue Date or from the most recent date for which interest has been paid or duly provided for, whichever is later, as set forth in the Bond Purchase Agreement. One or more rates of interest may be fixed for the Bonds. No rate of interest for any Bond may exceed 5.25%, and the true interest cost to the City for any Series may not exceed 5.00%. |
| (e) Payment Dates. | Interest shall be payable at fixed rates semiannually on dates acceptable to the Designated Representative as set forth in the Bond Purchase Agreement. Principal payments shall commence on a date acceptable to the Designated Representative and shall be payable at maturity or in mandatory redemption installments annually thereafter on dates acceptable to the Designated Representative as set forth in the Bond Purchase Agreement. |
| (f) Final Maturity. | The final maturity of each Series of the Bonds shall not extend beyond December 1, 2047. |
| (g) Redemption Rights. | The Designated Representative may approve in the Bond Purchase Agreement provisions for the optional and mandatory redemption of Bonds, subject to the following: |

- (1) Optional Redemption. Any Bond may be designated as being (A) subject to redemption at the option of the City prior to its maturity date on the dates and at the prices set forth in the Bond Purchase Agreement; or (B) not subject to redemption prior to its maturity date. If a Bond is subject to optional redemption prior to its maturity, it must be subject to such redemption on one or more dates occurring not more than 10½ years after the Issue Date.
- (2) Mandatory Redemption. Any Bond may be designated as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in the amounts set forth in the Bond Purchase Agreement.

(h) Price.

The purchase price for the Bonds may not be less than 98% or more than 125% of the stated principal amount of the Bonds.

(i) Refunding Plan

The Designated Representative shall have the authority described in Article VI with respect to authorizing the refunding and carrying out the Refunding Plan. The refunding of the Refunded Bonds shall produce a net present value savings equal to at least 4.00% of the principal amount of the Refunded Bonds.

(j) Other Terms and Conditions.

The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

The Designated Representative shall determine, prior to the sale date, whether or not the Bonds shall be designated as "Covered Bonds" upon the redemption or defeasance of the outstanding 2009 Parity Bonds, 2012 Parity Bonds and 2014 Parity Bonds. Such determination shall be made in writing and incorporated into the Bond Sale Terms.

Exhibit C

Parity Bond Test

The City may issue Future Parity Bonds on a parity with the Bonds and the Outstanding Parity Bonds if and only if the following conditions are met and complied with at the time of issuance of those proposed Future Parity Bonds:

(a) No default exists in the payment of the principal of or interest on any outstanding revenue bonds payable from the Net Revenue of the Waterworks Utility, and the amounts required to have been paid into the Bond Fund shall have been paid and maintained as required therein.

(b) The ordinance providing for the issuance of the proposed Future Parity Bonds provides for payment of the principal of and interest on such Future Parity Bonds out of the Principal and Interest Account and, for Future Parity Bonds that are Covered Bonds, for the satisfaction of the Reserve Requirement for the then-outstanding Parity Bonds and the proposed Future Parity Bonds. The Reserve Requirement for Covered Bonds shall be satisfied by the payment of Net Revenue of the Waterworks Utility into the Reserve Account to fund the Reserve Requirement by five equal annual installments after any initial payment therein from the proceeds of those Future Parity Bonds so that by no later than the fifth anniversary date of the date of issuance of such bonds the full Reserve Requirement therefor is deposited in the Reserve Account. In the case of Future Parity Bonds to be issued for the purpose of refunding Parity Bonds, the Reserve Requirement for those Future Parity Bonds (if such Future Parity Bonds are Covered Parity Bonds) shall be satisfied by retaining the money in the Reserve Account for the Parity Bonds to be refunded as a reserve for the refunding bonds, and (if necessary) money in any other reserve account or fund for the Parity Bonds being refunded shall be transferred to the Reserve Account. If the amounts so retained or transferred are not sufficient to satisfy the Reserve Requirement (if any), then the Reserve Requirement shall be accumulated in the same manner and within the same time as provided for other Future Parity Bonds that are Covered Bonds.

(c) The ordinance authorizing the issuance of the proposed Future Parity Bonds either (1) provides that Term Bonds shall be redeemed from money in the Principal and Interest Account in specified mandatory redemption amounts on periodic mandatory redemption dates prior to maturity; or (2) provides for creation of a sinking fund account in the Bond Fund into which the City shall make regular payments for the redemption of such Term Bonds at or prior to their maturity.

(d) Unless waived or modified by written consent of the registered owners representing 75% of the then-outstanding principal of the Parity Bonds, the City must have on file either:

(1) a certificate of the Finance Director of the City, supported by the Waterworks Utility financial statements (which may be unaudited, if audited financial statements for the period being examined are unavailable), demonstrating that the Net Revenue of the Waterworks Utility, together with ULID Assessments, for any twelve

consecutive months of the twenty-four months immediately preceding the month of delivery of the proposed Future Parity Bonds will be equal to the Coverage Requirement of the then-outstanding Parity Bonds and the proposed Future Parity Bonds; or

(2) a certificate of an Independent Consulting Engineer, supported by Waterworks Utility financial statements, which may be unaudited, if audited financial statements for the period being examined are unavailable, and which may be adjusted as provided below, to the effect that the annual Net Revenue of the Waterworks Utility available for debt service on all then-outstanding Parity Bonds and the proposed Future Parity Bonds, together with ULID Assessments, will be at least equal to the Coverage Requirement for each Fiscal Year. The Independent Consulting Engineer's certificate, in estimating the Net Revenue of the Waterworks Utility available for debt service, shall use the historical Net Revenue of the Waterworks Utility for any twelve consecutive months out of the twenty-four months immediately preceding the month of delivery of the Future Parity Bonds. Such Net Revenue of the Waterworks Utility may be adjusted to reflect any changes in rates in effect and being charged or expressly committed by ordinance of the City Council to be made in the future; may include income derived from customers of the Waterworks Utility that have become customers during the twelve consecutive month period or thereafter adjusted to reflect one year's net revenue from such customers; may include revenues from any customers to be connected to the Waterworks Utility who have paid the required connection charges; may include the revenue to be derived from any person, firm, corporation or municipal corporation under any executed contract for water and/or sewer service which revenue was not included in the historical Net Revenue of the Waterworks Utility; and may include the engineer's estimate of the Net Revenue of the Waterworks Utility to be derived by the City from customers with improved property available to connect to any additions to and improvements and extensions of the Waterworks Utility to be paid for out of the proceeds of the sale of the additional Future Parity Bonds or other additions to and improvements and extensions of the Waterworks Utility then under construction and not fully connected to the facilities of the Waterworks Utility when such additions, improvements and extensions are completed. The Independent Consulting Engineer's certificate required by this subparagraph (d)(2) in setting forth the estimate of ULID Assessments shall divide the unpaid amount of each assessment roll of ULID Assessments by the number of years in which installments of such ULID Assessments may be paid without becoming delinquent, and there shall be added to each year the interest that will be collected on such installments. In computing the installments of ULID Assessments previously levied that will be collected in each year, the following formula shall be used: (i) all delinquent ULID Assessments or installments shall be deducted from each assessment roll; and (ii) the balance remaining after the deductions provided in subparagraph (i) immediately above shall then be divided by the number of years in which installments of ULID Assessments may be paid without being delinquent and there shall be added to each year the interest that will be collected on such installments.

(e) No engineer's certificate or certificate of Finance Director will be required under subsection (d) if either: (1) the proposed Future Parity Bonds are issued to refund Parity Bonds and Annual Debt Service in any year on the Future Parity Bonds to be issued is not increased by more than \$5,000 over the Annual Debt Service for that year of the

Parity Bonds being refunded; or (2) the principal amount of the proposed Future Parity Bonds does not exceed by more than 5% the amount of ULID Assessments levied for improvements being financed by those Future Parity Bonds to be issued and pledged to be paid into the Bond Fund.

Prior: Ordinance No.17-09, Section 9.01
Ordinance No.13-12, Section 9.01
Ordinance No. 08-14, Section 7.02

EXHIBIT D

The Projects

The Projects include all or a portion of those capital improvements identified in the Wastewater and Water elements of the City's Capital Improvement Plan (2017-2030), adopted by Ordinance No. 60-16, and as the same may be amended from time to time (the "Plan of Additions"), including without limitation:

- Wastewater Projects:
 - Collection System Renewal and Replacement
 - Wastewater Treatment Facility Renewal and Replacement
 - Other projects described within the City's then-current Wastewater System CIP
- Water Projects:
 - Yakima River Crossing Pipeline Replacement
 - Other projects described within the City's then-current Water System CIP

EXHIBIT E

[Form of] UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE

City of Richland, Washington Waterworks Utility Revenue Improvement and Refunding Bonds, 2017

The City of Richland, Washington (the "City"), makes the following written Undertaking for the benefit of holders of the above-referenced bonds (the "Bonds"), for the sole purpose of assisting the Purchaser in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds. Capitalized terms used but not defined below shall have the meanings given in Ordinance No. 08-14 of the City (the "Bond Ordinance").

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

- (i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b) ("annual financial information");
- (ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as such "Bankruptcy Events" are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;

- (iii) Timely notice of a failure by the City to provide required annual financial information on or before the date specified in paragraph (b).

(b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in paragraph (a):

- (i) Shall consist of (1) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, that if and when audited financial statements are prepared and available they will be provided; (2) a statement of authorized, issued and outstanding bonded debt secured by Net Revenues of the Waterworks Utility; (3) debt service coverage ratios; and (4) customer statistics for the water utility, the wastewater utility and the stormwater utility of the City [to be specified as of the Issue Date with reference to the City's Comprehensive Annual Financial Reports and the Preliminary Official Statement];
- (ii) Shall be provided not later than the last day of the ninth month after the end of each Fiscal Year of the City (currently, a Fiscal Year ending December 31), as such Fiscal Year may be changed as required or permitted by State law, commencing with the City's Fiscal Year ending December 31, 2016; and
- (iii) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

(c) Amendment of Undertaking. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Undertaking. The City's obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute a default in respect of the Bonds. The sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The Finance Officer or his or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

- (i) Preparing and filing the annual financial information undertaken to be provided;
- (ii) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;
- (iii) Determining whether any person other than the City is an “obligated person” within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;
- (iv) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and
- (v) Effecting any necessary amendment of this Undertaking.

CERTIFICATION

I, the undersigned, City Clerk of the City of Richland, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. 09-17 (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on _____, 2017, as that ordinance appears on the minute book of the City.

2. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: _____, 2017.

CITY OF RICHLAND, WASHINGTON

Marcia Hopkins
City Clerk



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Ordinances - First Reading

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Ordinance No. 18-17, Authorizing use of Eminent Domain for the Duportail Bridge Project

Department:
Public Works

Ordinance/Resolution Number:
18-17

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 18-17, authorizing use of eminent domain to acquire necessary property interests from Tri-City Railroad for the Duportail Bridge project.

Summary:

The Duportail Bridge project is the City's highest priority transportation system improvement. The project is scheduled to begin construction at the end of 2017 and be complete in 2020. In order to complete the project, acquisition of property rights from several owners is required. Some of the acquisitions are in the form of easement rights, as is the case with the U.S. Army Corps of Engineers (Corps) and the Port of Benton.

Rights-of-way acquisitions follow legal requirements established in federal law, which requires negotiations based on fair market value of the property. State law empowers cities to condemn needed rights-of-way through litigation when negotiated agreements are not reached.

To date, twelve (12) of the fifteen (15) owners have executed negotiated agreements. Properties yet to be acquired include an easement from the Corps, an easement from one of the apartment complex properties, a property purchase for the proposed Tanglewood Street extension, and easement rights from Tri-City Railroad (TCRR). The Port of Benton has approved an agreement with the City, but negotiations with TCRR have reached impasse.

The proposed ordinance authorizes eminent domain proceedings for the easement rights required from the Tri-City Railroad. All required notifications have been issued to the Tri-City Railroad, thus clearing the way for initiation of the eminent domain process.

Staff recommends approval of Ordinance 18-17 for first reading.

Fiscal Impact:

The costs of eminent domain litigation are unknown at this time. The project budget includes a contingency for potential litigation expenses. Staff will brief Council periodically on the costs and budget status of the right of way acquisition activities, including litigation.

Attachments:

- I. Ord. No. 18-17, Duportail Bridge Eminent Domain

ORDINANCE NO. 18-17

AN ORDINANCE of the City of Richland, Washington, relating to property acquisition; authorizing the City to acquire certain real property interests by negotiated voluntary purchase under threat of condemnation, by condemnation, or by settlement for the purpose of completing the Duportail Street Project from Cottonwood Drive to Queensgate Drive; providing for severability; and establishing an effective date.

WHEREAS, in order to improve mobility, meet the current and planned travel demands of the City of Richland, and satisfy the current and future requirements and goals of the City of Richland Comprehensive Plan, it will be necessary for the City to modify existing segments of Duportail Street between Cottonwood Drive and Queensgate Drive and construct a new street segment called Duportail Street, including the Duportail Bridge, crossing the Yakima River and connecting the existing segments of Duportail Street; and

WHEREAS, the City, on the recommendation of its design engineer, has determined that the existing at-grade railroad crossing of the Port of Benton railroad at Duportail Street must be modified to meet the purposes of the Duportail Street project; and

WHEREAS, the City of Richland is a first class city and, pursuant to RCW 81.53.240, the City has authority to create, improve or modify rail crossings without review or approval of the Washington Utilities and Transportation Commission; and

WHEREAS, the City intends to exercise its authority to fund and complete the necessary modifications to the existing at-grade railroad crossing; and

WHEREAS, in order to complete the Duportail Street Project, the City of Richland has determined that it must acquire the property and property rights described in Exhibit 1, attached hereto, for the public use, including public travel; and

WHEREAS, Chapter 8.12 RCW, in addition to other law, authorizes the City to exercise the power of eminent domain for the purpose of condemning property for certain public needs; and

WHEREAS, the City of Richland has commissioned appraisals to determine the fair market value of the properties identified herein and has negotiated in good faith with the owners of the properties authorized to be acquired with the intent of reaching agreements for the voluntary acquisition of the property for fair market value; and

WHEREAS, voluntary negotiated agreement has been reached with the Port of Benton for easement rights on its railroad right of way; and

WHEREAS, the Tri-City Railroad holds a long term lease over the Port's railroad right of way; and

WHEREAS, negotiations, including formal mediation, have failed to deliver a voluntary agreement with the Tri-City Railroad to resolve their leasehold rights to allow the City's project to proceed; and

WHEREAS, the funds necessary to acquire the property by voluntary agreement, or by payment of just compensation adjudged due after condemnation, shall be paid from City of Richland funds.

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

Section 1. Public Use and Necessity Declared: The City of Richland City Council finds construction of the Duportail Bridge Project to be a public use, specifically the construction of public streets. Further, the City Council finds construction of the Duportail Bridge Project to be necessary and in the best interests of the citizens and motorists within the City of Richland.

Section 2. City Manager Authorized: The City Manager is hereby authorized to negotiate and prepare such agreements as are customary and necessary for the acquisition of the real property interests described in Exhibit 1, attached hereto, said property to be used for the public use of construction of the Duportail Bridge Project. Execution of such final agreements by the City Manager shall occur only after approval by the Richland City Council at an open public meeting.

Section 3. Settlement: The City Manager is further authorized to settle condemnation litigation or enter administrative settlements (settlement in lieu of initiating condemnation litigation) for the acquisition of the real property interests described in Exhibit 1, attached hereto. Such settlements shall be made only upon the recommendation of legal counsel, for amounts deemed to be a reasonable estimation of fair market value, and shall be subject to final approval by the Richland City Council at an open public meeting.

Section 4. Condemnation Proceedings Authorized: In addition to the authority granted to the City Manager in Sections 2 and 3 above, the City Manager may further authorize the City Attorney to commence any such condemnation proceedings and take such other actions as may be useful or necessary to acquire the properties and property rights described in Exhibit 1, attached hereto.

Section 5. Property Descriptions: The City Manager is additionally authorized to make minor amendments to the legal descriptions of properties described in Exhibit 1, attached hereto, as may be necessary to correct scrivener's errors or to conform any legal description to the precise boundaries of the property actually acquired for construction of the Duportail Bridge Project, whether by way of settlement, City stipulation, or other action.

Section 6. Funds: The funds necessary to acquire the property by purchase, or to pay just compensation adjudged due after condemnation, shall be paid from the City of Richland's Capital Improvement Plan funds.

Section 7. Severability: Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 8. Effective Date: 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 _____, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____

EXHIBIT 1

Property Descriptions

**A portion of Port of Benton right-of-way – No PID# assigned
Street Crossing & Utility Easement**

A Permanent Easement over that portion of Block 153, Plat of Richland according to the Plat thereof, recorded in Volumes 6 & 7 of Plats (Records of Benton County, Washington) located in the Northwest 1/4 of Section 15, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, and more particularly described as follows:

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

Thence along the centerline of Duportail Street North 38°05'12" East, 169.97 feet;

Thence leaving said centerline South 51°54'48" East, 30.00 feet to a point on the existing Easterly right-of-way of Duportail Street, said point also being the most Westerly corner of said Block 153 and the POINT OF BEGINNING.

Thence along said existing Easterly right-of-way North 38°05'12" East, 70.00 feet to the most Northerly corner of said Block 153;

Thence leaving said existing Easterly right-of-way along the Northeasterly boundary of said Block 153 South 51°51'45" East, 75.00 feet;

Thence leaving said Northeasterly boundary South 38°05'12" West, 70.00 feet to a point on the Southwesterly boundary of said Block 153;

Thence along said Southwesterly boundary North 51°51'45" West, 75.00 feet to the POINT OF BEGINNING.

Containing 0.12 acres, more or less.

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

Portion of PID# 1-1598-202-0149-000 (Port of Benton)

A Permanent Easement over that portion of Block 342, Plat of Richland according to the Plat thereof, recorded in Volumes 6 & 7 of Plats (Records of Benton County, Washington) located in the Northwest 1/4 of Section 15, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, and more particularly described as follows:

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

Thence along the centerline of Duportail Street North 38°05'12" East, 169.97 feet;

Thence leaving said centerline North 51°54'48" West, 30.00 feet to a point on the existing Westerly right-of-way of Duportail Street, said point also being the most Southerly corner of said Block 342 and the POINT OF BEGINNING.

Thence along the Southwesterly boundary of said Block 342 North 51°51'45" West, 60.00 feet;

Thence leaving said Southwesterly boundary North 38°05'12" East, 70.00 feet to a point on the Northeasterly boundary of said Block 342;

Thence along said Northeasterly boundary South 51°51'45" East, 60.00 feet to a point on the existing Westerly right-of-way of Duportail Street and also being the most Easterly corner of said Block 342;

Thence along said existing right-of-way South 38°05'12" West, 70.00 feet to the POINT OF BEGINNING.

Containing 0.10 acres, more or less.

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



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Ordinance No. 15-17, Acceptance of Funds and Amendment to the 2017 Budget to Provide Additional Appropriations in the City's Industrial Development Fund

Department:

Community & Development Services

Ordinance/Resolution Number:

15-17

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 15-17, accepting funds from Shadow Mountain Industrial Properties and amending the 2017 Budget to provide additional appropriations in the City's Industrial Development Fund.

Summary:

On June 18, 2013, the City entered into an Infrastructure Agreement (Contract No. 147-13) with Schaeffer Industries to support development of property in the Horn Rapids Industrial Park. Under the terms of the agreement, the City agreed to construct 1,240 feet of road and utility improvements, and a portion of a rail spur. The Infrastructure Agreement has since been assigned to Shadow Mountain Industrial Properties, as documented by the attached assignment. Both Schaeffer Industries and Shadow Mountain Industrial Properties are owned and controlled by George Schaeffer.

Shadow Mountain Industrial Properties' final development plan for the property now requires a longer road than originally anticipated in the Infrastructure Agreement, totaling 2,240 feet in length.

On March 10, 2017, the City agreed to construct the entire length of improvements with Shadow Mountain Industrial Properties funding the private portion beyond the 1,240 feet. Total project costs for the total length of improvements is approximately \$919,465.46, with the City's financial contribution capped at \$556,250.

George Schaeffer has agreed to deposit funds with the City totaling \$363,215.46 to cover the private portion of the improvements. The funds for the road improvements will be controlled by the City's Public Works Department as budgeted in the Industrial Development Fund.

Staff recommends approval of Ordinance No. 15-17.

Fiscal Impact:

The proposed budget amendment will increase appropriations in the Industrial Development Fund from \$7,967,503 to \$8,330,718, and increase of \$363,215. This increase in appropriations will not impact the unappropriated fund balance.

Attachments:

1. Infrastructure Agreement Assignment
2. Ordinance No. 15-17

**ASSIGNMENT AND ASSUMPTION OF
INFRASTRUCTURE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF INFRASTRUCTURE AGREEMENT, made effective as of the 4th day of February, 2014, by and between SCHAEFFER INDUSTRIES, a Nevada corporation ("Assignor"), and SHADOW MOUNTAIN INDUSTRIAL PROPERTIES, a Nevada corporation ("Assignee").

W I T N E S S E T H:

For valuable consideration, receipt of which is acknowledged, Assignor and Assignee agree as follows:

1. Assignment, Delegation and Assumption.

(a) Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to, and delegates all of Assignor's duties and obligations under, the Infrastructure Agreement executed in or about June, 2013 between Assignor herein, as Owner, and the City of Richland, a Washington municipal corporation, as City (the "Contract).

(b) Assignee hereby accepts the foregoing assignments and delegations, and hereby assumes and agrees to perform the obligations of Owner under the Contract.

2. Further Assurances.

Assignor and Assignee agree to execute such other documents and perform such other acts as may be reasonably necessary or proper and usual to effect this Assignment.

3. Governing Law.

This Assignment shall be governed by and construed in accordance with the laws of the State of Utah.

4. Successors and Assigns.

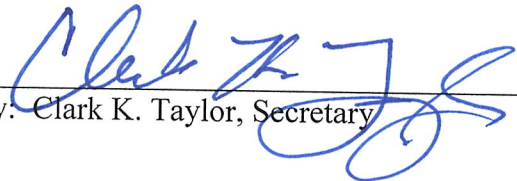
This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[signatures follow on next page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first hereinabove written.

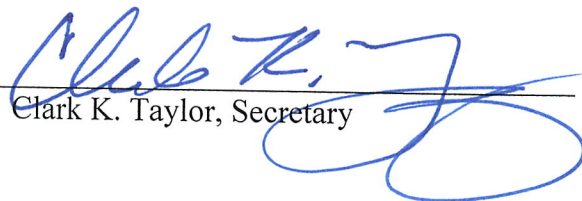
ASSIGNOR:

SCHAEFFER INDUSTRIES,
a Nevada corporation


By: Clark K. Taylor, Secretary

ASSIGNEE:

**SHADOW MOUNTAIN INDUSTRIAL
PROPERTIES,** a Nevada corporation


By: Clark K. Taylor, Secretary

ORDINANCE NO. 15-17

AN ORDINANCE of the City of Richland amending the 2017 Budget to provide for additional appropriations in the City's Industrial Development Fund.

WHEREAS, on November 15, 2016, Richland City Council approved Ordinance No. 60-16 approving the 2017 Budget; and

WHEREAS, in the 2017 Budget, \$556,250 was appropriated in the Industrial Development Fund for infrastructure improvements in the Horn Rapids Industrial Park; and

WHEREAS, pursuant to an Infrastructure Agreement with Schaeffer Industries, Contract No. 147-13, the City is obligated to construct a street, with utilities, of approximately 1,240 feet; and

WHEREAS, Schaeffer Industries assigned and transferred said Infrastructure Agreement to Shadow Mountain Industrial Properties on February 4, 2014; and

WHEREAS, Shadow Mountain Industrial Properties desires to extend the road from 1,240 feet to 2,240 feet, which will increase the cost of the project to \$919,465.46; and

WHEREAS, Shadow Mountain Industrial Properties will cover the costs associated with extending the roadway and utilities beyond that for which the City of Richland is contractually obligated.

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

Section 1. Amendment of the 2017 Budget. The 2017 Budget is hereby amended to provide additional appropriations in the Industrial Development Fund from Shadow Mountain Industrial Properties as follows:

Fund

Current Appropriation:	\$ 7,967,503
Increase in Appropriation:	<u>\$ 363,215</u>
Amended Appropriation:	<u>\$ 8,330,718</u>

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 2nd day of May, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: May 7, 2017



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 16-17, Amending the 2017 Budget for Additional Appropriation to the General Fund for the Development of an Environmental Impact Statement for the Comprehensive Plan Update

Department:

Community & Development Services

Ordinance/Resolution Number:

16-17

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 16-17, amending the 2017 Budget for the General Fund for the development of an Environmental Impact Statement (EIS) for the Comprehensive Plan Update.

Summary:

As part of the current comprehensive plan amendment process, the City will be considering future potential land uses for the Columbia Point South area.

The process of addressing Columbia Point South as part of the City's current effort will require a more detailed and expanded environmental analysis, and will require additional funding to complete. Additionally, this expanded process will prolong the anticipated adoption date of the amended comprehensive plan by approximately six weeks.

Council gave first reading to Ordinance 16-17 on April 18, 2017, and no exceptions were taken. Staff recommends approval of Ordinance 16-17 for second reading and passage.

Fiscal Impact:

The proposed budget amendment will increase appropriations in the General Fund from \$56,705,792 to \$56,755,792, an increase of \$50,000. This increase in appropriations will reduce the unappropriated fund balance by \$50,000.

Attachments:

- I. Ordinance No. 16-17

ORDINANCE NO. 16-17

AN ORDINANCE of the City of Richland amending the 2017 Budget to provide for additional appropriations and declaring that a public emergency exists in the City's General Fund.

WHEREAS, on November 15, 2016, the Richland City Council passed Ordinance No. 60-16 approving the 2017 Budget; and

WHEREAS, on July 5, 2016, Council approved Resolution No. 133-16 authorizing the execution of a consultant agreement with Oneza and Associates, Contract No. 176-16, to prepare an update of the City's Comprehensive Plan; and

WHEREAS, staff have determined that a State Environmental Policy Act (SEPA) Environmental Impact Statement (EIS) is required; and

WHEREAS, no funds were appropriated in the General Fund for a SEPA EIS to be completed as part of the Comprehensive Plan update; and

WHEREAS, the additional cost to develop the SEPA EIS is estimated to be \$50,000; and

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

WHEREAS, a public hearing was held pursuant to RCW 35.33.091 on April 18, 2017, regarding the increase in appropriations from beginning fund balance in the General Fund.

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

Section 1. Facts Constituting Emergency. The expenses contained within this ordinance were not anticipated when the 2017 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 General Fund.

Section 3. Amendment of the 2017 Budget. The 2017 Budget is hereby amended to provide additional appropriations in the General Fund from unappropriated fund balance as follows:

General Fund	
Current Appropriation:	\$56,705,792
Increase in Appropriation:	\$ 50,000
Amended Appropriation:	<u>\$56,755,792</u>

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 2nd day of May, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: May 7, 2017



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 07-17, Authorizing an Interlocal Cooperation Agreement with Benton PUD for the Reata-to-Sunset Substations Transmission Line

Department:

Energy Services

Ordinance/Resolution Number:

07-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 07-17, authorizing the City Manager to sign and execute an interlocal cooperation agreement with Benton PUD for the Reata Substation to Sunset Substation Transmission Line.

Summary:

Richland Energy Services (RES) has programmed several capital improvements scheduled for 2017-2022 related to new electrical substations, transmission power line projects and upgrades to existing infrastructure based upon the results of a twelve-year long range plan completed by HDR in 2014. The results of the plan focus efforts based upon known problems, aging infrastructure, anticipated growth, reducing system losses, and strengthening the existing distribution system.

To program and implement the improvements, a new transmission line is planned between Reata Substation and Sunset Substation in the Southwest Richland area with a time sensitivity for completion to address existing capacity and reliability issues. Benton PUD has similar plans and needs for a transmission line in the same area. RCW Chapter 39.34 authorizes public entities to jointly exercise interlocal cooperation. An interlocal agreement for the purpose of a joint transmission line located in the southwest Richland area will allow RES and Benton PUD to reduce costs through cost-sharing while providing capacity and reliability for each parties' new and existing customers.

Separate resolutions for purchase agreements for the transmission line easements and a transmission line operations and maintenance agreement will follow at a later date.

Staff recommends approval of Resolution 07-17.

Fiscal Impact:

An interlocal agreement in itself will have no fiscal impact.

Attachments:

1. Proposed Resolution No. 07-17
2. Proposed Interlocal Agreement

RESOLUTION NO. 07-17

A RESOLUTION of the City of Richland authorizing the execution of an Interlocal Cooperation Agreement with Benton PUD for a transmission line between Reata and Sunset Substations.

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantages and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the City of Richland (City) and Benton PUD (PUD) have adjacent retail electric service territories; and

WHEREAS, the City and PUD each have the need for an electrical transmission line in the southwest Richland area to interconnect their respective distribution systems to the Bonneville Power Administration transmission system; and

WHEREAS, the Parties want to provide for the coordinated design, construction and operation of a collocated electrical transmission line in the southwest Richland area.

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 with Benton PUD for a transmission line between Reata and Sunset Substations.

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 2nd day of May, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

INTERLOCAL COOPERATIVE AGREEMENT
For
Sunset Road-to-Reata 115-kV Transmission Line

I. PARTIES

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, a public utility district of the State of Washington, hereafter referred to as "PUD."

THE CITY OF RICHLAND, a municipal corporation of the State of Washington, hereafter referred to as "City."

The Parties may hereafter be jointly referred to as the "Parties."

II. RECITALS

WHEREAS, the Parties are each authorized by statute to design, construct and operate electric transmission and distribution facilities for the purpose of providing retail electric service to their respective customers; and

WHEREAS, the Parties have adjacent retail electric service territories; and

WHEREAS, the Parties each have the need for new electrical 115-kV transmission lines south of Badger Mountain and adjacent to Interstate 82 ("Project Area") to interconnect to their respective future and existing substations and to the Bonneville Power Administration ("BPA") transmission system; and

WHEREAS, the PUD currently owns and operates a 115-kV transmission line sourced from the BPA Red Mountain station to the west of the Project Area ("Sunset Road Line"); and

WHEREAS, the BPA currently owns and operates a 115-kV transmission line sourced from their Badger Canyon station to the east of the Project Area ("Reata Line"); and

WHEREAS, the City has future plans to build a new substation near the Dallas Road area ("Dallas Road Substation") and expects to gain approval from the BPA to interconnect a new 115-kV transmission line to the Reata Line as a means of providing service to the Dallas Road Substation ("Reata-to-Dallas-Road Line"); and

WHEREAS, the PUD anticipates the need for future electrical capacity to serve loads south of the Dallas Road Substation in the Badger Canyon area and currently operates the Sunset Road and Reata substations on radial lines fed from the BPA Red Mountain station and BPA Badger Canyon station respectively; and

WHEREAS, the construction of a 115-kV transmission line by the PUD from the Sunset Road Line to the Dallas Road Substation ("Sunset-Road-to-Dallas-Road Line") would provide the means for redundant BPA power services in the Project Area including at the existing PUD substations and the future City and PUD substations; and

WHEREAS, the interconnection of the Sunset-Road-to-Dallas-Road Line (owned by the PUD) and the Reata-to-Dallas-Road Line (owned by the City) is mutually beneficial to the Parties and their respective customers through improved long term electric reliability and operational flexibility; and

WHEREAS, the Parties want to provide for the coordinated design, construction and operation of their individually-owned 115-kV transmission line segments in the Project Area collectively referred to as the Sunset-Road-to-Reata 115-kV Transmission Line ("Transmission Line").

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties do hereby mutually agree as follows:

III. AGREEMENT

1. **Interlocal Cooperation.** RCW Chapter 39.34 (the Interlocal Cooperation Act hereafter referred to as the "Act") authorizes public entities to jointly exercise those powers which have been granted by statute to each party individually. The Parties have entered into this Agreement to provide for the coordinated and cooperative design, construction and operation of the Transmission Line. Nothing contained in this Agreement shall be deemed to allow either Party to exercise any powers which it has not been granted by law.
2. **Purpose.** The purpose of this Agreement is to provide a framework for the Parties to undertake joint planning, design, construction and operation of the Sunset-Road-to-Dallas-Road Line and Reata-to-Dallas-Road Line which the Parties believe will maximize the reliability, capacity and operational flexibility of the resulting Transmission Line while minimizing the individual cost to the Parties. This Agreement shall not change the intent or implementation of the current service area agreement signed by the Parties on May 24, 2005, and titled "Electrical Service Area and Facilities Purchase Agreement."
3. **Project Description.** The Parties will independently design, construct and fund their respective segments of the Transmission Line but will work together to facilitate and

proportionately share in the cost of interconnection of the segments near or in the Dallas Road Substation.

- a. Interconnection of the Transmission Line segments is initially expected to be through a PUD 115-kV switch installed on the Sunset-Road-to-Dallas-Road Line and then ultimately may be within the Dallas Road Substation through 115-kV switches in a configuration mutually agreed to by the Parties.
 - b. The Parties agree the normal operating configuration of the Transmission Line will be with an open switch between the source terminals of the BPA Badger Canyon station and the BPA Red Mountain station. The Transmission Line and selected 115-kV switches will be designed for momentary paralleling of the BPA source terminals for the purposes of sectionalizing the Transmission Line for maintenance or repairs or for substation load transfers that may be requested by BPA, the PUD or the City. It is not anticipated that permanent looped operation of the Transmission Line will be desirable due to the possibility of parallel power flows beneficial to BPA and other transmission customers other than the Parties and that looped operation would likely result in the designation of the Transmission Line as a bulk electric system (BES) element subject to North American Electric Reliability Corporation (NERC) standards which would be complex and burdensome to the Parties.
4. **Rights and Responsibilities of both PARTIES.** Each Party will have the following rights and responsibilities, at their own cost, in the planning, design, construction, operation and ownership of the Transmission Line:
- a. The Parties agree to work cooperatively to select the number, placement and ratings of 115-kV switches in the Transmission Line needed to ensure flexible and mutually beneficial operation under normal and contingency conditions. The Parties agree to evaluate line and load dropping as well as loop-making and loop-breaking in their analysis when selecting 115-kV switch ratings and features. The Parties agree to share the results of BPA system impact and facilities studies associated with their respective line and load interconnection requests. The final plans for Transmission Line switching and sectionalizing shall be agreed to in writing as part of a Transmission Line Operating Agreement (TLOA) initiated by the PUD and mutually agreed to by the Parties prior to the PUD initiating construction of the Sunset-Road-to-Reata-Road Line.
 - b. The TLOA shall also include provisions addressing the following:
 - i. Identification and physical location of the ownership demarcation point (ODP) for initial and long-term interconnection of the Parties' respective transmission line segments.

- ii. Identification of the normal operating configuration for the Transmission Line
- iii. Winter and summer capacity ratings for each of the Parties line segments and the ratings and limitations of each 115-kV switch.
- iv. Operation and maintenance requirements and responsibilities for each Party along with the protocol for outage planning and coordination.
- v. Relevant terms and conditions under which each Party receives power from BPA including identification of points-of-delivery, points-of-metering and the application of any loss adjustment factors needed to ensure power transmission costs are allocated to the correct Party.
- vi. Confirmation there will be no wheeling charges for power flows over another Party's line segment.

5. **PUD Rights and Responsibilities.** The PUD shall have the following rights and responsibilities:

- a. The PUD shall be responsible for all direct costs and for planning, design and construction of the Sunset-Road-to-Dallas-Road Line.
 - i. The PUD shall acquire all right-of-way, easements and permits including completing the State Environmental Policy Act (SEPA) Check List up to the ODP.
 - ii. The PUD shall be responsible for obtaining authorization for and completing the interconnection of the Sunset-Road-to-Dallas-Road Line to the PUD's existing Sunset Road Line. The interconnection shall be a tapped connection which may include a 115-kV switch for line segment isolation purposes. The PUD will seek to complete line construction and interconnection no later than 2019.
 - iii. The PUD shall coordinate with the City on design and construction of the City's Reata-to-Dallas-Road Line to ensure provisions are made for initial and long-term interconnection with the PUD's Sunset-Road-to-Dallas-Road Line.
- b. The PUD shall coordinate with BPA to perform power system analysis to evaluate normal and contingency performance of the Transmission Line and will provide information to the City necessary to specify current-carrying and interruption ratings of associated 115-kV switches.
- c. The PUD agrees to include the Transmission Line in regular planning and power flow studies and will provide switching and outage study information to be included in the

initial TLOA as well as future updates that may be required due to load growth and/or changes in the BPA transmission system that may require analysis.

6. City Rights and Responsibilities. The City shall have the following rights and responsibilities:

- a. The City shall be responsible for all direct costs and for planning, design and construction of the Reata-to-Dallas-Road Line.
 - i. The City shall acquire all right-of-way, easements and permits. The City has completed the State Environmental Policy Act (SEPA) Check List and has determined no probable significant adverse impact on the environment.
 - ii. The City shall construct and operate the portion of the Reata-to-Dallas-Road Line identified in the "Pole Contact Agreement – Summit View Plat" (PUD Contract No. 14-22-01 and City Contract No. 108-14) in accordance with the requirements of the referenced agreement.
 - iii. The City shall be responsible for obtaining authorization for and completing the interconnection of the Reata-to-Dallas-Road Line to the existing BPA Reata Line. The interconnection shall be a tapped connection which may include a 115-kV switch for line segment isolation purposes. The City will seek to complete the line construction and interconnection no later than 2019.
 - iv. The City shall coordinate with the PUD on design and construction of the PUD's Sunset-Road-to-Dallas-Road Line to ensure provisions are made for initial and long-term interconnection with the City's Reata-to-Dallas-Road Line.

7. Allocation of Costs. The Parties recognize interconnection of the Transmission Line at the ODP will provide maximum long-term benefit primarily due to independent interconnections of the Transmission Line to the BPA transmission system at the Source Terminals in the BPA Badger Canyon station and the BPA Red Mountain station. The Parties recognize neither Source Terminal is currently fed from a dedicated 115-kV circuit breaker position and that it may be in the long term interest of both Parties to consider establishing such dedicated breaker positions. The Parties further recognize the City as a Network Transmission Customer of BPA and the PUD as a Point-to-Point Transmission Customer of BPA are subject to different initial and ongoing costs for system studies and ultimately for facilities that may be required to be added or upgraded as a consequence of the Parties desire to jointly operate the Transmission Line.

- a. The Parties shall share equally those mutually agreed to costs for the Transmission Line that directly benefit and are necessary for both Parties ("Shared Costs"). The Shared Costs may include, but are not limited to:
 - i. Costs incurred to provision 115-kV interconnection of the PUD's Sunset-Road-to-Dallas-Road Line and the City's Reata-to-Dallas-Road Line at the ODP. Costs may

include equipment, material and labor costs associated with structures that are mutually beneficial to the Parties such as transmission line dead-end and switching structures along with associated foundations or footings.

- ii. The Shared Costs shall not include the fees and costs incurred by either Party in the negotiation of this Agreement or any fees charged to the Parties by BPA for performing system impact and facilities studies associated with the Line and Load Interconnection

Requests independently submitted by each Party to BPA for the interconnection of their respective line segments.

- b. Any costs for facility additions or upgrades at the Badger Canyon station or Red Mountain station required or recommended by BPA as a consequence of interconnecting the Transmission Line to the BPA transmission system shall be identified by the Parties as soon as practicable. The Parties agree to discuss and consider the mutual benefit of proposed BPA facilities and to determine a cost sharing approach. Any cost sharing by the Parties at the ODP or elsewhere or for BPA facilities at Badger Canyon station or Red Mountain station shall be agreed to in writing under a separate Cost Sharing Letter of Agreement (CSLA) prior to the PUD initiating construction of their Sunset-Road-to-Dallas-Road Line.

- 8. **Administration.** This Agreement shall not require formation of any new governance entity. The PUD shall be responsible for appointing an administrator pursuant to RCW 39.34.030(4). The administrator shall be an employee of the PUD and shall oversee the implementation of this Agreement.

- 9. **Exchange of Information/Confidentiality.** The Parties may exchange information as needed to facilitate the collaborative efforts. To the extent either Party has access to sensitive and confidential materials, including, but not limited to, attorney-client privileged documents, e-mails, a Party shall not exchange that information if it would become a public record subject to disclosure. Employees of the Parties shall not disclose this information to any person without the prior written permission of the Party who maintains the information. Nothing in this Section is intended to modify or limit the obligations of either Party under the Public Records Act, Chapter 42.56 RCW, and neither Party shall be liable to the other under this Section, or under any other legal theory, for actions taken in conformance with the Public Records Act.

- 10. **Allocation of Liability/Indemnification.** The Parties agree that:

- a. Each of the Parties to this Agreement shall be solely responsible for the acts or omissions of its employees, agents and contractors.
- b. Each of the Parties to this Agreement shall indemnify and hold the other Party harmless from liability, obligation or claims arising solely from the actions or omissions of the indemnifying Party, to the extent permitted by law. In the event the liability, obligation or claim arises from the joint action or inaction of the Parties, then each Party shall be responsible to the extent that its action or inaction contributed to the liability,

obligation or claim.

- c. Each of the Parties to this Agreement shall indemnify and hold the other Party harmless from any environmental claims and liabilities that derive from transport, installation, maintenance, use, ownership or decommissioning of the Parties' separate equipment and facilities, and will also indemnify each other for any such claims deriving from the Parties' individual transport, installation, maintenance, use, or decommissioning of Shared Property, to the extent otherwise allowed by law. The Parties shall defend and share equally in environmental claims or liability deriving from Shared Property for which neither Party has greater responsibility.
11. **Non-Delegation/Non-assignment.** No Party may delegate the performance of any contractual obligation to a third Party unless mutually agreed in writing. No Party may assign this Agreement without the written consent of the other Party.
 12. **No Third Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein, nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
 13. **Term and Termination.** This Agreement shall commence on the date it is signed by the Parties and shall continue until such time as the Transmission Line Operating Agreement (TLOA) and Cost Sharing Letter of Agreement (CSLA) are approved by both parties or until one Party provides three months written notice to the other Party of their decision to terminate the Agreement.
 14. **Compliance with Law.** The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.
 15. **Complete Agreement.** This Agreement contains all the terms and conditions agreed upon. No other understanding, oral or otherwise, regarding this Agreement shall be deemed to exist or bind the Parties. There shall be no modification of this Agreement except in writing and referencing this Agreement.
 16. **Dispute Resolution Venue.** It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the Parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Benton County. The Parties hereto agree that all questions shall be resolved by application of Washington law.

17. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.
18. **Notices.** All notices required by this Agreement shall be considered given when delivered in person, by confirmed electronic transmission (facsimile or email), or sent by first class U.S. mail, postage prepaid, duly placed in the U.S. mail, or by overnight delivery service, directed to the attention of the following:

To City:

Robert R. Hammond,
Energy Services Director
505 Swift Blvd, MS-21
Richland, WA 99352
Phone (509) 942-7403
Email: rhammond@ci.richland.wa.us

To PUD:

Chad B. Bartram, General Manager
P.O. Box 6270
2721 W. 10th Avenue
Kennewick, WA 99336
Phone (509) 582-1202
Fax (509) 582-1285
Email: bartramc@bentonpud.org

19. **Evidence of Authority.** This Agreement shall be executed in originals. Upon execution of this Agreement, each party shall provide the other with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as Exhibit A (City) and Exhibit B (PUD). A copy of the executed Agreement shall be filed with the Benton County auditor as provided in RCW 39.34.040.

In Witness Whereof, the Parties have signed this Agreement as of the day and year written below.

**PUBLIC UTILITY DISTRICT NO. 1
OF BENTON COUNTY, WASHINGTON**

CITY OF RICHLAND

Chad B. Bartram
General Manager

Cynthia D. Reents, ICMA-CM
City Manager

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Dan Hultgren
Attorney for Benton PUD

Heather Kintzley
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 68-17, Authorizing a Second Amendment to the Professional Services Contract with Oneza and Associates

Department:

Community & Development Services

Ordinance/Resolution Number:

68-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 68-17, authorizing the City Manager to sign and execute amendment #2 to contract 176-16.

Summary:

The Community & Development Services Department is preparing the 2017 Comprehensive Plan Update as required by the Washington State Growth Management Act (GMA). It has been determined this proposal could potentially have a significant adverse impact on the environment or have increased public scrutiny, and accordingly staff has determined that a State Environmental Policy Act (SEPA) Environmental Impact Statement (EIS) is required.

An amendment to the contract with Oneza and Associates is needed to add this work to the current contract.

Fiscal Impact:

Ordinance No. 16-17 increases appropriations by \$50,000 in the General Fund to cover the costs associated with authorizing the execution of this amendment.

Attachments:

1. Oneza and Associates Contract Amendment #2
2. Scope of Work
3. Resolution 68-17
4. Oneza and Associates Contract No. 176-16



**CITY OF RICHLAND
AGREEMENT WITH ONEZA & ASSOCIATES
CONTRACT NO. 176-16**

AMENDMENT NO. 2

I. RECITALS

This is an amendment to the professional services agreement related to the ten year comprehensive plan update between the contracting parties, the City of Richland, Washington (hereinafter "City") and Oneza & Associates (hereinafter the "Consultant").

There is now in full force and effect between the parties an Agreement, City Contract No. 176-16, executed by the City on July 5, 2016 ("Original Agreement").

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties to this contract modify the Original Agreement as follows:

II. AGREEMENT

1. The Consultant shall provide services described in the attached Scope of Work for additional EIS environmental support, which is hereby incorporated by reference into the Original Agreement. Fees for these additional services shall be as stated in **Section 4, Estimated Costs** of the attached Scope of Work.
2. It is understood and agreed that all other terms and conditions of the Original Agreement shall be and remain the same.

III. SIGNATURES

CITY:

Oneza & Associates:

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

By: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Heather D. Kintzley, City Attorney

Date: _____

City of Richland 10 Year Comprehensive Plan Update

Amendment # 2

Scope of Work for Additional EIS Environmental Support

1. Project Understanding

The City of Richland (City) Community Development Services Department is preparing their 2017 Comprehensive Plan Update as required by the Washington State Growth Management Act (GMA). The City of Richland has determined this proposal could potentially have a significant adverse impact of the environment or have increased public scrutiny, and accordingly it has been determined that a State Environmental Policy Act (SEPA) Environmental Impact Statement (EIS) is required.

The following includes scope and estimated budget for developing the SEPA EIS and environmental analysis. The following tasks are expected to be required for this effort:

1. Project Management and Meetings, including additional City staff, City Commissions and Public Meetings
2. Preparation of Environmental Impact Statement, integrated Plan/EIS document
3. Response to Comments
4. Participation in meetings

It is expected that the timing for completion of these tasks will be consistent with the adoption schedule in Exhibit A. Any proposed modifications to the schedule will be coordinated with and approved by the City of Richland.

2. Scope of Services and Deliverables

Task 1: Project Management and Meetings

This task includes budget for preparing monthly invoice and progress reports. This task also includes budget for coordination and meetings with City staff regarding project-related updates. It also includes time for up to six additional public meetings, meetings with City commissions and City Council to discuss EIS review findings and potential mitigation strategies.

Deliverables

- Monthly invoices and progress reports
- Presentations, inputs to staff reports, and other materials to support Public and City meetings.

Task 2: SEPA EIS Environmental Analysis

This task includes budget for developing an integrated SEPA EIS consistent with Washington Administrative Code (WAC) 197-11, and WAC 197-11-235. Three alternatives have been selected for the 2017 Comprehensive Plan Update, including one “No Action” alternative and two “Action” alternatives, including focused evaluation of Columbia Point South in the two action alternatives. The environmental analysis for these alternatives would evaluate the affected environment, impacts, and mitigation measures for ten elements of the environment, including: Earth; Surface Water; Plants and Animals; Land Use; Shoreline Use; Population, Housing, and Employment; Parks and Recreation; Transportation; Public Services and Utilities; and, Heritage Conservation. The proposed level of detail for environmental analysis will be programmatic and City and subarea-wide, for those areas to change the land use designations and to develop in the future. Accompanying GIS analysis will be conducted around the areas that change in the specific urban reserve and Columbia Point South areas.

Deliverables

- Draft and final SEPA EIS, and associated GIS maps/summaries

Task 3: Response to Comments

This task includes budget for responding to City and public comments on the SEPA EIS. Per the most recent adoption schedule (Exhibit A), this process will include a separate City and public comment process, requiring two separate comment/response efforts to occur. A comment/response matrix will be used to collect and respond to comments received from the City and the public.

Deliverables

- Comment/response matrix
- Up to two drafts of the updated SEPA EIS

3. Assumptions

- Research and data collection will be based on readily available secondary sources of information, including previous environmental documents, reports, inventories, maps, and other similar literature from local governments and other sources.
- Three alternatives have been selected for the SEPA EIS, including one no action alternative and two action alternatives. Additionally, ten elements of the environment have been selected based on the initial scoping process for this work. Should these alternatives or elements of the environment be substantively revised or new ones be considered, then this scope of work and associated budget may need to be modified.
- It is expected that the City and public review and comment on draft documents will occur in accordance with the project schedule.

- The City and public SEPA EIS comments will be relatively minor and will not require new analysis or substantive changes to the analysis.
- This scope of work does not include work related to appeals. Should support for appeals be required, a separate scope of services will need to be developed.

4. Estimated Costs

The following table includes a summary of estimated costs for the proposed scope of work.

Task	Estimated Cost
Task 1: Project Management and Meetings	\$15,000
Task 2: SEPA EIS Environmental Analysis	\$25,000
Task 3: Response to Comments	\$8,000
Contingency	\$2,000
TOTAL:	\$50,000

RESOLUTION NO. 68-17

A RESOLUTION of the City of Richland authorizing execution of a Second Amendment to the Professional Services Agreement, Contract No. 176-16, with Oneza and Associates.

WHEREAS, on July 5, 2016, the City Council approved Resolution No. 133-16 authorizing the execution of a Professional Services Agreement with Oneza and Associates, Contract No. 176-16, to prepare an update to the City's Comprehensive Plan; and

WHEREAS, staff have determined that a State Environmental Policy Act (SEPA) Environmental Impact Statement (EIS) is required; and

WHEREAS, the need for a SEPA EIS was not anticipated and therefore not included in the original scope of work; and

WHEREAS, an amendment to Contract No. 176-16 is needed to include the SEPA EIS.

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 Second Amendment to the Professional Services Agreement, Contract No. 176-16, with Oneza and Associates.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 2nd day of May, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



Planning | Urban Design | Landscape Design | Permit Assistance | Research |
Environmental Studies | Public Participation | Facilitation | Project Management

Memorandum

Date: July 19, 2016

To: Rick Simon, Development Services Manager, City of Richland
840 Northgate Drive, Richland, WA 99352

From: Ferdouse Oneza, Principal, Oneza & Associates
3131 Western Ave, Suite 316, Seattle, WA 98121

Re: **Contract for the City of Richland 10 Year Comprehensive Plan Update**

RECEIVED
JUL 21 2016

BY:

One copy of the signed contract is attached.



AGREEMENT BETWEEN CITY AND CONSULTANT

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

WITNESSETH:

1) SCOPE OF WORK

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

2) GENERAL REQUIREMENTS

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

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

3) **TIME FOR BEGINNING AND COMPLETION**

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

4) **PAYMENT**

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

5) **INDEPENDENT CONTRACTOR**

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

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

6) OWNERSHIP OF DOCUMENTS

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

7) TERMINATION

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

8) AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

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

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

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

9) DISPUTE RESOLUTION

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

10) DEBARMENT CERTIFICATION

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

www.sam.gov and

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

11) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12) ATTORNEY'S FEES

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

13) INSURANCE

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

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

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

14) INDEMNIFICATION / HOLD HARMLESS

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

15) STANDARD OF CARE

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

16) SUCCESSORS OR ASSIGNS

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

17) NOTICES

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

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

Contact Name: Ferdouse Oneza
Name of Firm: Oneza & Associates
Address: 3131 Western Avenue
Address: Suite 316
Address: Seattle, WA 98121
Email: foneza@onexaassociates.com
Phone Number: (509) 845-2453

18) **EQUAL OPPORTUNITY AGREEMENT**

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

19) **PARTIAL INVALIDITY**

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

20) **AMENDMENTS**

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

21) **CHANGE IN LAW**

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

22) **CONFIDENTIALITY**

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

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

23) CHANGES OF WORK

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

24) EXTRA WORK

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

(Signature page to follow)

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

CITY OF RICHLAND, WASHINGTON



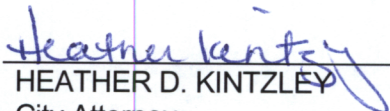
CYNTHIA D. REENTS, ICMA-CM
City Manager

ATTEST:



MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:



HEATHER D. KINTZLEY
City Attorney

CONSULTANT



Signature

FERDOUSE ONEZA

Printed Name

3131 WESTERN AVE., STE 316
SEATTLE, WA 98121

Address

Phone: 509 845 2453

Email: foneza @ onezaassociates.com

Fax: _____

EXHIBIT A: Detailed Scope of Work

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

- Task 1:** **Assess existing conditions, identify gaps and needs.**
Subtasks: Data Gathering, Data Assessment, Public Participation Plan, as detailed on page 9 of Task 1 of the RFP submittal response #16-0065.
Deliverables: Summary of existing resources via electronic submittal
 Detailed Public Participation Plan
Deadline: July 31, 2016
Budget: \$5,600
- Task 2:** **Process Initiation.**
Subtasks: Start Public Outreach, EIS Scoping, Documents Guideline, as detailed on page 10, Task 2 of the RFP submittal response #16-0065.
Deliverables: Public meeting dates and outreach material;
 Document guidelines via electronic submittal
Deadline: August 15, 2016
Budget: \$8,120
- Task 3:** **Draft Vision, Preliminary Goals and Policies.**
Subtasks: Review current vision, goals and policies and identify gaps; Visioning workshop; Citizen Survey; Scoping response and update; Identify Key Issues; Develop Goals and Policies, as detailed on page 10, Task 3 of the RFP submittal response #16-0065.
Deliverables: Draft vision, goals and policies via electronic submittal
Deadline: September 30, 2016
Budget: \$14,440
- Task 4:** **Review Plan Elements.**
Subtasks: Focus Group meetings; Plan elements include Land Use, Housing, Transportation, Economic Development, Utilities (water, wastewater, stormwater, electrical), Capital Facilities, Parks and Recreation, Environmental (critical areas and shorelines) as detailed on page 11, Task 4 of the RFP submittal response #16-0065.
Deliverable: Draft summary of existing conditions via electronic submittal
Deadline: October 31, 2016
Budget: \$9,120
- Task 5:** **Prepare Land Use Alternatives and Public Review.**
Subtasks: Develop land uses alternatives covering a variety of topics such as density, potential growth centers, natural resources, parks, connectivity built form, urban design, housing and including areas currently designated as "urban reserve", public open house as detailed on page 12, Task 5 of the RFP submittal response #16-0065.
Deliverable: Presentation of land use alternatives in a public open house.
Deadline: November 30, 2016

Budget: \$18,500

Task 6: Update All Plan Elements, Goals and Policies

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

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

Deadline: February 28, 2017

Budget: \$56,480

Task 7: Development of Strategic Actions

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

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

Deadline: April 30, 2017

Budget: \$8,800

Task 8: Integrate Environmental Impact Statement

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

Deliverable: Environmental Impact Statement and appropriate SEPA notification documents

Deadline: May 15, 2017

Budget: \$12,480

Task 9: Compile the Comprehensive Plan for Adoption

Subtask: Final review and edit of comprehensive plan document

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

Deadline: May 31, 2017

Budget: \$3,680

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

Hourly Billing Rates:

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



ONEZA-1

OP ID: CJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/06/2016

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
Soundview Insurance Agency Inc
18927 33rd Ave W. Suite C
Lynnwood, WA 98036-4726
Larry Janowicz

CONTACT NAME: Cheryl Janowicz

PHONE (A/C, No, Ext): 800-803-7000

FAX (A/C, No): 425-712-1058

E-MAIL ADDRESS: cheryl@soundviewinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Travelers Property Casualty Co

INSURER B : Darwin Select Insurance

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED Oneza & Associates
Ferdouse Oneza
3131 Western Ave, Suite 316
Seattle, WA 98121

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR	X		680-4B979380-16-42	03/30/2016	03/30/2017	EACH OCCURRENCE \$ 1,000,000
	X Business Owners						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	X POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY						
	ANY AUTO			680-4B979380-16-42	03/30/2016	03/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	X HIRED AUTOS	X					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS						\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	680-4B979380-16-42	03/30/2016	03/30/2017	PER STATUTE X OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below			WA STOPGAP ONLY			E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIAB			0307-3962	03/30/2016	03/30/2017	Prof liab 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured as respects the General Liability Insurance, as required by written contract

CERTIFICATE HOLDER

City of Richland
505 Swift Ave.
Richland, WA 99352

CANCELLATION

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

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 73-17, Authorizing Relinquishment of a Drainage Easement Within 2005 Saint Street and within a Portion of the Hagen Road Right-of-Way

Department:
Public Works

Ordinance/Resolution Number:
73-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution 73-17, authorizing the City Manager to sign and execute all documents necessary to relinquish a drainage easement lying within 2005 Saint Street, and to relinquish the portion of the drainage easement lying within the western half of Hagen Road right-of-way.

Summary:

Lamb-Weston, Inc. owns the property located at 2005 Saint Street and is planning to develop the parcel. There is currently a 75-foot-wide drainage easement that runs through the parcel that was established September 24, 1957. The easement was granted to the General Public from the United States Atomic Energy Commission.

Staff has analyzed this request and found that the portion of this easement lying to the east of Hagen Road was relinquished previously under Auditor's File Number 85-2845. Additionally, it was discovered that a portion of the easement still exists on the westerly half of the Hagen Road right-of-way.

Staff has concluded that the portion of the existing easement lying within 2005 Saint Street, as well as the portion lying within the westerly half of Hagen Road right-of-way, is no longer needed.

State law provides for the disposal of surplus property originally required for public utility purposes. A public hearing was held tonight concerning the drainage easement relinquishment. Unless new information is delivered at the public hearing, staff recommends adoption of the resolution and relinquishment of the easement.

Fiscal Impact:

Lamb Weston will fund the administrative costs associated with this action.

Attachments:

I. Resolution No. 73-17

RESOLUTION NO. 73-17

A RESOLUTION of the City of Richland declaring surplus a portion of a drainage easement recorded under Auditor's File Number 379071 records of Benton County and lying within 2005 Saint Street and a portion of Hagen Road.

WHEREAS, Lamb-Weston Inc. has requested that the portion of this existing drainage easement lying within 2005 Saint Street be relinquished and;

WHEREAS, staff have conducted an analysis determining that this existing easement is no longer necessary; and

WHEREAS, staff have also determined that there is a portion of this existing easement lying within the western half of the Hagen Road right-of-way that should also be relinquished; 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 April 30, 2017 that a public hearing was scheduled to be held May 2, 2017 concerning the relinquishment of this easement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that this existing easement, originally acquired for the purpose of a drainage easement and described as follows, is hereby found to be surplus to the City's needs:

That portion of the hereinafter described Tract X lying within the limits of a strip of land 75.00 feet wide as dedicated to the public for roadway and utility purposes, together with rights appurtenant thereto, by instrument recorded under auditor's file No. 379071.

Tract X

The east 485.91 feet of the south one half of the northeast quarter of the northwest quarter of section 34, township 10 north, range 28 east of the Willamette Meridian;

Except the portion defined as follows:

Beginning at the southeast corner of the northeast quarter of the northwest quarter, being the intersection of Saint Street and Hagen Road; thence south 89°38'09" west along the southerly margin of said northeast quarter a distance of 397.85 feet; thence north 00°21'44" west a distance of 125 feet; thence north 89°38'09" east a distance of 400 feet to a point on the easterly margin of said northeast quarter; thence south 00°37'25" west along said easterly margin a distance of 125.02 feet to the point of beginning;

And except highway right-of-way;

And except the portion defined as follows:

Beginning at the southeast corner of said northeast quarter of the northwest quarter; thence south 89°38'09" west along the southerly margin of said northeast quarter of the northwest quarter a distance of 485.91 feet to the true point of beginning; thence north 00°21'55" west a distance of 660.31 feet; thence north 89°38'09" east a distance of 150 feet; thence south 00°21'55" east a distance of 535.31 feet; thence south 89°38'09" west a distance of 61.94 feet; thence south 00°21'44" east a distance of 125 feet; thence south 89°38'09" west a distance of 88.06 feet to the true point of beginning.

Situate in Benton County, Washington.

Together with:

That portion of said 75 foot wide easement lying within the right-of-way of Hagen Road.

See Exhibit A

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

BE IT FURTHER RESOLVED that the City Manager of the City of Richland is authorized to sign a relinquishment document to release the City of Richland's interest in said easement lying within 2005 Saint Street to Lamb-Weston Inc. and deliver the same upon payment.

BE IT FURTHER RESOLVED that the City Manager of the City of Richland is authorized to sign a relinquishment document to release the City of Richland's interest in said easement lying within the Hagen Road right of way.

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 2nd day of May, 2017.

ROBERT J. THOMPSON
Mayor

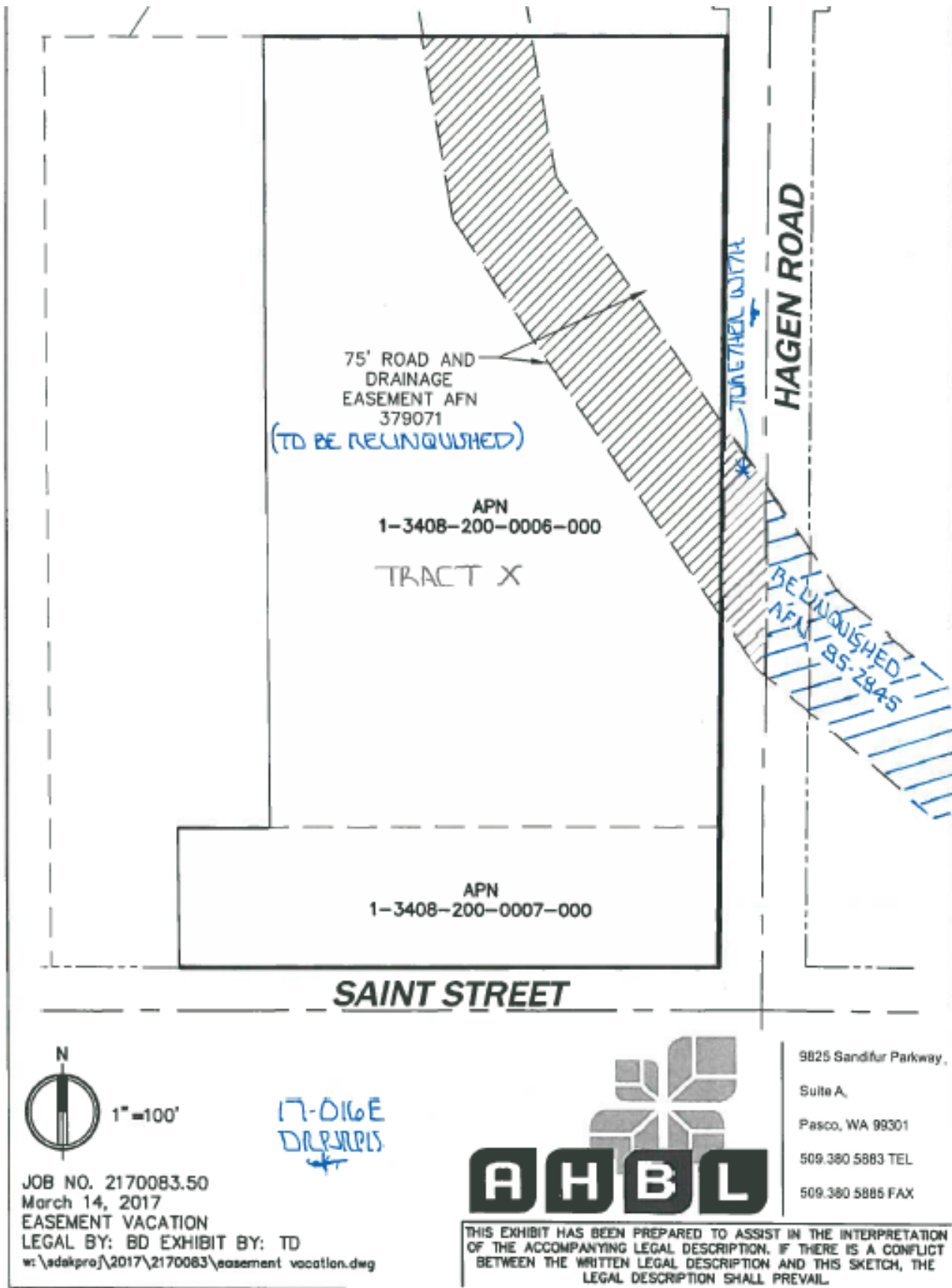
ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Exhibit A





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 76-17, Authorizing an Agreement with the Tri-Cities Development Council (TRIDEC)

Department:

Community & Development Services

Ordinance/Resolution Number:

76-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 76-17, authorizing the City Manager to sign and execute an agreement with the Tri-Cities Development Council.

Summary:

TRIDEC remains an integral partner in business recruitment and support services for economic development for Richland. Cost of services remains unchanged from years previous at \$30,000.

This is the annual renewal for the contract between the Tri-Cities Development Council (TRIDEC) and the Richland Community and Development Services Department.

Fiscal Impact:

The cost to the City is budgeted in the current year.

Attachments:

1. Resolution No. 76-17
2. 2017 TRIDEC Agreement
3. 2017 TRIDEC Work Plan

RESOLUTION NO. 76-17

A RESOLUTION of the City of Richland authorizing the execution of an agreement with the Tri-City Development Council (TRIDEC) for the purpose of Economic Development Marketing, Business and Industry Recruitment.

WHEREAS, economic vitality is a key value of the City of Richland; and

WHEREAS, successful economic development in the City of Richland requires coordination throughout the Tri-Cities; and

WHEREAS, Tri-City Development Council (TRIDEC) provides regional coordination of economic development activity throughout the Tri-Cities; and

WHEREAS, TRIDEC actively recruits industrial and professional businesses to locate within the City of Richland.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute an agreement with TRIDEC for the purpose of economic development marketing, business, and industry recruitment.

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 2nd day of May, 2017.

ROBERT THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this 2nd day of May, 2017 by and between the City of Richland, 505 Swift Blvd., Richland, Washington, (hereinafter referred to as the "City"), and **Tri-City Development Council**, a Washington non-profit corporation doing business as TRIDEC, located at 7130 W. Grandridge Blvd, Suite A (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 coordinate a program to expand existing industrial employment and recruit new industries and businesses to the City.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) Exhibit A: Detailed Scope of Work.
 - (ii) Exhibit B: 2017 Work Plan
- c) This Agreement consists of this Agreement, the above referenced Exhibit(s) and other documents listed below. These form the entire Agreement between the parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) City of Richland Agreement No. _____
 - (ii) Exhibit A: Scope of Work
 - (iii) Exhibit B: 2017 Work Plan

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, 2017.

4) PAYMENT

- a) For services rendered under this Agreement, the City shall pay the Consultant an amount not to exceed thirty thousand dollars and no cents (\$30,000). Payment shall be made in equal installments on a quarterly basis subject to demonstration of progress necessary toward completion of work identified in Exhibit A, Detailed Scope of Work. The determination of progress necessary shall be in the sole discretion of the City.
- b) Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A, Detailed Scope of Work.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

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

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

6) OWNERSHIP OF DOCUMENTS

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

7) TERMINATION

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

8) AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

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

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

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

9) DISPUTE RESOLUTION

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

10) DEBARMENT CERTIFICATION

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

www.sam.gov and

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

11) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12) ATTORNEY'S FEES

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

13) INSURANCE

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

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

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

14) INDEMNIFICATION / HOLD HARMLESS

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

15) STANDARD OF CARE

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

16) SUCCESSORS OR ASSIGNS

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

17) NOTICES

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

Purchasing Manager
City of Richland
505 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: Carl Adrian
Name of Firm: Tri Cities Development Council
Address: 7130 W. Grandridge Blvd. #A
Address: Kennewick, WA 99336
Email: cadrian@tridec.org
Phone Number: 509-735-1000
Fax Number: 509-735-6009

18) EQUAL OPPORTUNITY AGREEMENT

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

19) PARTIAL INVALIDITY

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

20) AMENDMENTS

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

21) CHANGE IN LAW

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

22) CONFIDENTIALITY

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

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

23) CHANGES OF WORK

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

24) EXTRA WORK

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

25) BUSINESS RECRUITMENT AND COORDINATION

- a) Business and recruitment activities can begin with contacts originated through Washington State Department of Commerce (Commerce) and referred to Consultant, directly by Consultant, or by the City. When contract originates at Consultant or is referred to Consultant by Commerce, Consultant will provide general information on the bi-county area and other data requested by the prospect. In response to the Prospect's expressed interests, Consultant will also supply names of property owners and City contacts. If the prospect indicates interest in specific business locations within the City, Consultant will notify the City and affected property owners, share information gathered, make appropriate introductions, and assist in follow-up marketing as requested.
- b) If the prospect indicates interest in specific sites, but requests confidentially, Consultant will keep affected parties fully informed without revealing the identity of the prospect. This information will remain confidential until release by Consultant is authorized by the prospect.
- c) When a prospect establishes formal discussions with the City of Richland and commits to a site within its jurisdiction, responsibility for managing the contract will be transferred from Consultant to the City. Consultant will continue serving as the prospect's community advocate and provide assistance as requested.
- d) When the contact originates with the City, or the City has assumed responsibility for the case.
- e) As necessary, Consultant will supply industrial recruitment information and services to support the City.

- f) It is not necessary for the City to divulge the identity of a prospect to Consultant unless it elects to do so. If requested assistance requires disclosure of the prospect's identity, Consultant will render such assistance while maintaining confidentiality.
- g) If the City determines that dealing with a prospect exceeds its abilities, the prospect will be referred to Consultant for further handling.
- h) If other entities request assistance with a prospect brought to Consultant by the City, Consultant will so advise all affected entities. Under this circumstance, subsequent requests for assistance must be mutually agreed upon by affected local entities before said assistance is rendered by Consultant.
- i) Consultant and the City recognize shared responsibility in the complex process of closing deals with industrial prospects. Care will be taken in each instance to properly define the division of authority and responsibilities. Offers on land costs, infrastructure extensions, utility charges, and other items will be made to prospects only by the authorized entity (i.e. property owner, city, port, or utility) or with its explicit consent.
- j) Public events such as media conferences, groundbreakings, and ribbon cuttings will be coordinated with the siting jurisdiction(s). The City in which the prospect will locate or expand its facility will be responsible for working with Consultant on logistics relating to these events.

(Signature page to follow)

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

CITY OF RICHLAND, WASHINGTON

CONSULTANT

CYNTHIA D. REENTS, ICMA-CM
City Manager

Carl F. Adrian, President & CEO
Tri-City Development Council

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER D. KINTZLEY
City Attorney

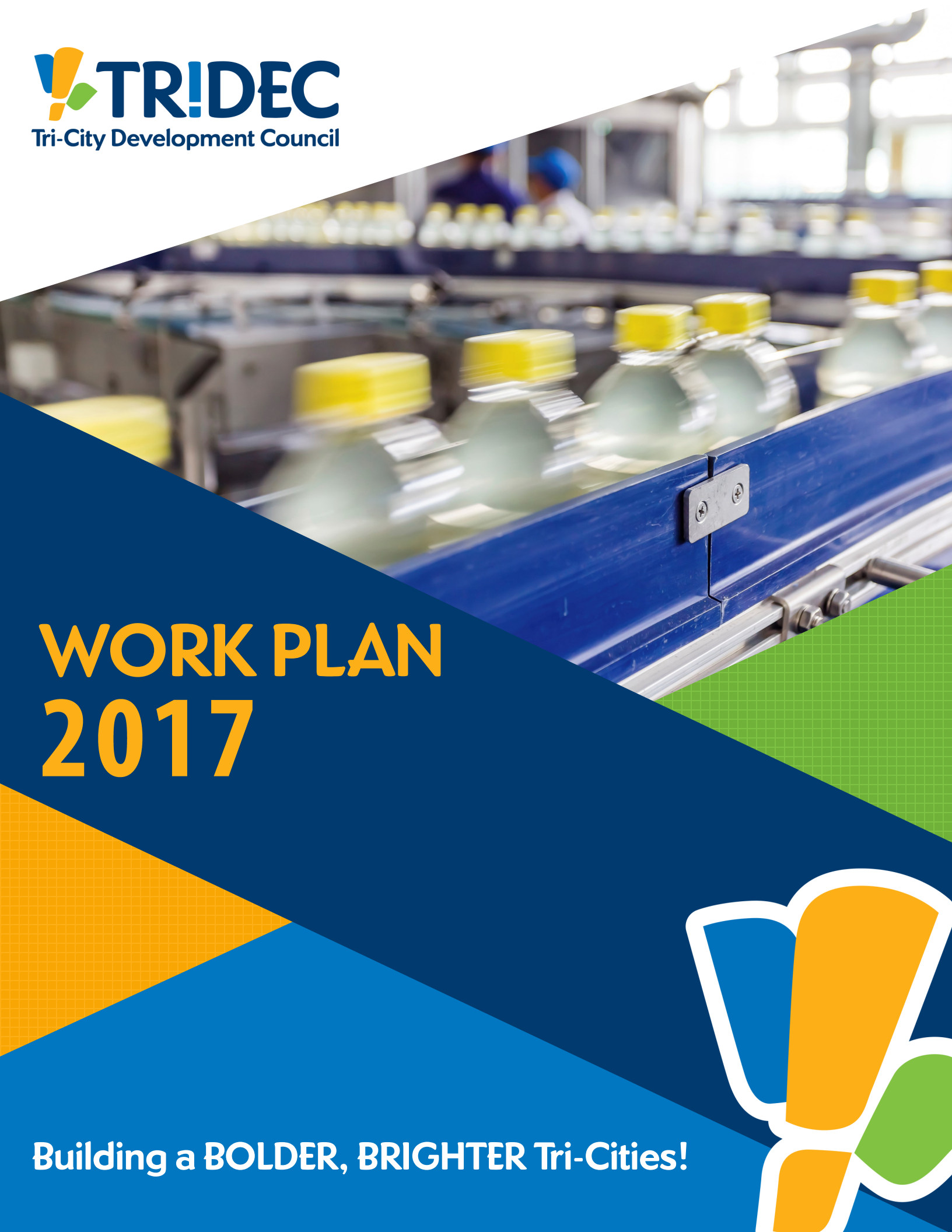
EXHIBIT A: Detailed Scope of Work

1. Participate in at least four trade shows and host at least two outreach events to prospective businesses and targeted industries. Identify and document specific metrics for tracking and reporting the success of the 2017 Work Plan. Continue to assist Richland in recruitment efforts and report outcomes to Council on a quarterly basis.
2. Consultant will coordinate the recruiting effort, making productive use of its own staff and volunteers, as well as personnel resources supplied by other partners, including but not limited to the City.
3. Consultant functions as the Associate Development Organization for the Washington State Department of Commerce (Commerce). Consultant also engages businesses, educational institutions, the Department of Energy and its contractors, the Tri-Cities Visitor and Convention Bureau, and other bi-county economic development agencies to effectively support its industrial recruitment program.

Consultant, in cooperation with the City, will accomplish the following objectives:

1. Retain a qualified business recruiting staff to work with designated City staff.
2. Maintain and follow a formal, written plan to market to, identify, recruit, qualify, and service industrial prospects. Companies in Research and Development, Technology, Manufacturing/Distribution, and Food/Agriculture are targets for recruitment. Additional industries for recruitment shall include those sectors identified in the 2014 Target Industry study and recommendations therein, as well as other businesses identified by the City of Richland, within the constraints of funding and resources.
3. Administer a client tracking system to manage and record prospect contacts. Reports shall be made to the City Council on a quarterly basis on all contacts made within the constraints of confidentiality agreements.
4. Develop and administer a database including the following information for industrial sites and facilities available for recruited industries; site and structure plans, location, site dimensions and acreage, soil conditions and slope, transportation access, availability of utilities, zoning, neighboring land uses, ownership, and contact person. The inventory for the City should be comparable with those of other partners. All parties should be in agreement as to the system used to compile this information. A sub-committee of staff from all partners and no less than two Consultant staff shall be on the review and recommendation committee.
5. Regularly monitor and report industrial recruiting progress using a mutually agreed measurement system that gauges program effectiveness. Outcomes for Richland recruitments should be reported quarterly to the City Manager and Economic Development Manager beginning July 2017.
6. Through its Internet Web site and e-mail, printed reports, newsletters, media releases, and briefing sessions, keep the City of Richland and the general public adequately informed of industrial recruitment activities. These updates shall be reported quarterly, beginning July 2017 to City Council.

7. In the interest of attracting and retaining young professionals, the contractor shall promote and enhance the attractiveness of the community to young professionals. Said promotion and enhancement may take the form of providing support to the Young Professionals of the Tri-Cities for items such as, but not limited to web space, meeting space, registrations and hosting services at a cost not to exceed \$1,000. The Young Professionals shall report to City Council on economic development outcomes on an annual basis, no later than November 30, 2017.
8. Provide targeted recruitment services of the Tri-Cities Research District and Horn Rapids Industrial Area and current and future local revitalization funding areas, to assist in attracting more jobs to the City, while creating a stronger diversification of businesses. Report industry specific marketing outcomes to City Council for this area on a quarterly basis, beginning July of 2017.
9. Support the City of Richland redevelopment marketing efforts by assisting in attracting more jobs to the Richland Central Business District and City View project areas. Report on contacts made on a quarterly basis, beginning in July of 2017.
10. Provide City Council with an annual report, highlighting accomplishments for the region and specifically those which result in the growth of businesses in the City of Richland.



WORK PLAN 2017

Building a BOLDER, BRIGHTER Tri-Cities!



TRI-CITY DEVELOPMENT COUNCIL

2017 PLAN OF WORK

This document sets out activities planned by TRIDEC during 2017 in the areas of new business recruitment, business retention and expansion, workforce development as well as federal programs. While TRIDEC intends to accomplish the tasks described in this Plan of Work it should be recognized that it is a “plan,” and as local or national conditions change activities may be adjusted to reflect these shifts. Also, TRIDEC, like any successful economic development organization needs to be able to adjust quickly to take advantage of development opportunities which cannot be anticipated six months to a year in advance.

MISSION

TRIDEC’s overall mission is to improve the economic health of the Tri-City Region. To achieve this mission TRIDEC will:

- Promote diversification of the local economic base.
- Facilitate job creation and retention by focusing on primary employment industries.
- Leverage technical, scientific and natural resources to encourage new investment.
- Pursue new federal missions and support employment and fiscal stability in local federally funded operations.
- Identify actions to improve the overall business climate.
- Advocate and lead the community on issues of economic importance.

Indicators of success include:

- Growth in total number of jobs.
- Reduction in unemployment rates.
- Increases in personal income.
- Total investment in the counties from both private and public sources.

Non-farm employment in the Tri-Cities grew by 3.6% during 2016. This was the fastest growth rate recorded in Washington. Of particular interest to TRIDEC, the goods producing sector of the economy grew by 15% and manufacturing by 10%. Of course, TRIDEC cannot and would not even consider taking credit for all the gains identified, but TRIDEC is the only local organization that focuses on the economic growth of the entire community. TRIDEC is focused on “growing the pie and not just making the slices smaller.”

TRI-CITY BRAND

Community identity has often been identified as a constraint to attracting new businesses and capital investment. The “Tri-Cities” are not universally known in the Pacific Northwest. Many people in our own state couldn’t name all four of our principal cities. The Tri-Cities name recognition diminishes with distance. In fact, east of the Mississippi River many who know the name associate it with the Tri-Cities of East Tennessee.

Late in 2013, TRIDEC, the Tri-Cities Visitor & Convention Bureau, the Tri-City Regional Chamber of Commerce, and the Tri-Ports entered into a contract with Roger Brooks International, a well-known community branding consultant to develop a strong consistent brand for the Tri-Cities. The brand was presented to the public in September 2014 and contains the Graphics, Brand Promise and Marketing Messages (below) as well as several implementation and community development recommendations.

THE BRAND PROMISE – “That’s the way we do things here. Louder. Bolder. Brighter. Better.”

MARKETING MESSAGES – Key words to accompany visual and print marketing materials will include the following words and phrases:

- Exclamation Point - “Everything we do is with an exclamation point.” “Business as usual is not in our DNA.”
- Fist Pump – “We wake up with a fist pump and end each day having earned an exclamation point.”
- Brighter – “We attract the brightest minds in business and have an abundance of sunshine.”
- Bolder – “We make bold choices, we invent new technologies, we are not afraid to try new things.”
- Louder – “We live life a whole lot louder.”
- Faster – “We do the business permitting process faster.”
- Better – “A place where you can do business a whole lot better for a whole lot less.”
- Word Combinations – “er” words such as Bolder, Brighter, Better, Smarter, etc.

TRIDEC adopted a complementary logo that has incorporated the brand graphics and marketing messages into all TRIDEC printed and digital materials.

The Brand Implementation Leadership Team (BILT) is being reorganized to reflect an emphasis on Science, Technology, Engineering and Math (STEM) in the Brand. TRIDEC will continue to participate in BILT and support positioning the community as a leader in STEM as a means to attract new business as well as visitors.

COMMUNICATION PLAN

ONLINE WEB PRESENCE

An increasing number of businesses, TRIDEC Member/Investors and individuals rely on TRIDEC’s web site for information on the Tri-Cities and TRIDEC. Today, the majority of site selection projects, directed either by companies or by site location consultants, begin on the Internet. Consequently, web based research demands that information be current and accurate.

TRIDEC launched a new web site, www.TryTriCities.org, in May 2015. The site incorporated some of the latest technology, makes it more user friendly and easier for staff to keep the information up-to-date. A retail link was added to the site and has been maintained so that retail site selectors can access information specific to the Tri-City retail market.

TRIDEC will continue to license Zoom Prospector, a geographic information system (GIS) based product designed to showcase area sites and available buildings, www.TryTriCitiesSites.org. In addition to real estate information, the

system allows users to access a variety of economic and demographic data at distance intervals surrounding targeted locations.

In conjunction with the Food and Beverage Retention and Expansion Opportunities (FABREO) Program, TRIDEC has developed a website, www.fabreo.org, which markets the Columbia Basin assets and strategic location as the world's premier food and beverage processing regions.

TRIDEC will continue striving to advance our search engine optimization (SEO), ensuring that TRIDEC's site(s) are at or near the top of searches.

SOCIAL MEDIA PLAN

Social media is an important tool that:

- Increases brand recognition and loyalty.
- Connects with industry leaders and decision makers.
- Builds relationships with your audience.
- Allows for audience targeting.

This plan includes the objectives that will be used to accomplish the following social media goals:

1. Increase brand (Tri-Cities, WA) recognition.
2. Identify and engage potential site selectors/companies/decision makers.
3. Create community engagement on hot topics and issues and why they matter.
4. Communicate why consultants and businesses should Try Tri-Cities.
5. Highlight what makes Tri-Cities the brighter, bolder, smarter choice for business.
6. Encourage staff, board members, members to be active participants in social media.
7. Create a Tri-Cities hashtag used throughout social media #BolderTriCities #TryTriCities #WhyTriCities

Objectives:

- Facebook Page (www.facebook.com/tcdevcouncil/)
 - Connect and engage with Tri-City Community
 - Share engaging content that highlights Tri-Cities assets
 - Promote upcoming events
 - Daily posts
- Twitter (www.twitter.com/TCDevCouncil)
 - Connect with business and industry influencers
 - Promote Tri-Cities content that impacts business and industry
 - Build Tri-Cities reputation
 - Daily posts

Key Metrics:

- Facebook likes (317), followers (313), and interactions
 - Grow likes and followers by 25% each quarter
 - Follow all members by end of 1st quarter
- Twitter followers (115), mentions, retweets, and interactions
 - Grow followers by 25% each quarter
 - Follow all members by end of 1st quarter

- LinkedIn (www.linkedin.com/company/tridec---tri-city-development-council?trk=biz-companies-cym)
 - Build relationships with site selectors and industry leaders
 - Share stories that highlight the assets of Tri-Cities
 - Weekly posts
- Instagram (www.instagram.com/tcdevcouncil/)
 - Build relationship with Tri-Cities community
 - Feature businesses and assets that highlight why Tri-Cities is the place for business
 - Weekly posts
- Tri-Cities Business Blog (www.tridec.org)
 - Engage with Tri-Cities community
 - Educate community of key issues facing businesses in the Tri-Cities
 - Provide insight and thought leadership
 - Weekly posts
- LinkedIn Followers (26)
 - Grow followers by 25% each quarter
 - Connect with site selectors, IAMC members, IEDC members, TRIDEC members and board
- Instagram followers (49), likes, reposts
 - Increase follows by 25% each quarter
 - Follow all members by the end of 1st quarter
- Blog interactions, RSS feeds
- Referring website traffic
- SEO Improvements

PUBLICATIONS/COLLATERAL MATERIALS

TRIDEC will use the following publications to market the Tri-Cities community:

- Factsheet
 - Print Edition updated twice annually
 - Updated Monthly Online
- Tri-Cities Resource Guide
 - Available during the 2nd quarter
- Business Cases updated to reflect industry changes

COMMERCE & INDUSTRY – BUSINESS RECRUITMENT

Getting the attention of business prospects is a difficult task, particularly while competing with at least 13,000 other economic development organizations in the U.S. Despite the competition, TRIDEC has been successful in building community awareness with nationally recognized site location consultants, corporate real estate executives and some of the national real estate brokerage community.

The overall objective of TRIDEC's business recruitment program is to identify and attract companies into Benton and Franklin Counties that will result in capital investment and the creation of long-term family wage jobs for area residents.

TRIDEC's recruitment as well as business retention and expansion activities have focused primarily on companies with markets for goods or services that are outside the community. By creating "primary jobs," jobs associated with exporting a product or service outside the community, capital is returned in the form of profits and wages the results the disposable income to support the service and hospitality sectors. It is estimated that in most communities every manufacturing job is responsible for another 2 ½ non-manufacturing jobs.

TRIDEC promotes the bestselling points and identifies Tri-City resources focused on development of industry clusters as well as utilizing "best practices" to influence location decisions by growing companies. Efforts include:

- Engaging businesses, ports, cities, counties, and other partners in pursuit of business and industrial development objectives.
- Using resources effectively by avoiding the duplication of activities while concentrating on marketing tactics that produce positive results.
- Participating in marketing initiatives that may focus on specific sites or geographic areas. These may include Heritage Industrial Center, Tri-Cities Research District, resources around Red Mountain, and emerging developments along Columbia Drive in downtown Kennewick, Vista Field, and Southridge.
- Communicating with site location consultants and business leaders who represent successful and growing companies, regarding the advantages of locating facilities in the Tri-Cities.
- Improving the probability of identifying expansion and relocation candidates by developing focused target industry lists, refining databases to reflect a narrowed focus, and concentrating direct marketing and sales activities geographically.
- Expanding our online presence, including social media and digital marketing.

During 2014, the consulting team led by TadZo proposed new industrial sectors and their corresponding NAICS Codes for specific subsectors. The following list highlights the major sectors of interest, but does not include subsector detail:

- | | | |
|-------------|---------------------------|------------------------------|
| • Energy | • Food Processing | • Carbon Fiber Manufacturing |
| • Logistics | • Machinery Manufacturing | • Training |

It is very important to recognize that targeting specific industries is not done at the exclusion of other business recruitment opportunities. If leads come to the region outside of identified targets, TRIDEC and partner economic development professionals will work those projects aggressively.

TadZo's research identified industries that align to regional capabilities and provide opportunity to diversify the regional economy. Target industries enable a focus for proactive marketing strategies and smart resource allocation. Effective use of available resources avoids duplicate activities among partners while concentrating on marketing tactics that produce positive results.

ADVERTISING, EXTERNAL COMMUNICATION, AND RECRUITMENT MAILINGS

TRIDEC has traditionally placed a small amount of print advertising in recognized site selection publications such as Area Development, Site Selection, and Expansion Solutions. TRIDEC also pays for directory listings in these and similar publications.

Advertising in Site Selection Magazine as well as TRIDEC's participation in the Industrial Asset Managers Council as a member and sponsor has resulted in substantial earned media in the Washington Spotlight section of the magazine over the past several years.

During 2017 TRIDEC will:

- Place two or three quarter page ads outlining the advantages of doing business in the Tri-Cities in one or more of the above publications.
 - Staff will also evaluate other advertising opportunities such as web based banner ads or advertisements in special publications on a one by one basis.
- Conduct a series of mailings using a combination of letters and target sector business cases completed in 2015 and 2016 to address the following:
 - Senior management in target industry companies (new target sectors)
 - Site selection consultants, substantive industrial real estate firms, and other third party advisors
 - Trade associations and publications associated with target industries

To measure the effectiveness and ROI of these activities, TRIDEC will be using the website www.BolderTri-Cities.org on the above publications. TRIDEC will use Google analytics analyze the activity for this website.

IN DEPTH RESEARCH ON LOGISTICS TARGETS

Capitalizing on the success of the AutoZone distribution center project, during 2016 TRIDEC engaged WSU-TC's to conduct research and identify specific companies that would be likely targets for recruitment. Unfortunately, the research was not completed because the student that was identified for the project transferred to another university. TRIDEC will re-engage with WSU Tri-Cities to complete the research during 2017.

TRADE SHOWS/TARGET INDUSTRY EVENTS/SITE SELECTOR MEETINGS

- Fancy Food Show (January 2017, San Francisco). The winter Fancy Food Shows is leading trade show venue for specialty food products on the West Coast. TRIDEC staff attended this show earlier this year. It remains uncertain whether exhibiting at this show is cost effective.

- Natural Products Expo West (March, Anaheim). There is a Natural Product Expo held in the West and East. These shows are the premier industry events for companies in producing and distributing natural food products. TRIDEC staff will attend the West show during March 2017 to continue building relationships and contacts and to determine whether additional investment is warranted.
- TRIDEC will co-sponsor with the Washington Department of Commerce two Industrial Asset Management Council (IAMC) Professional Forum events, a very cost effective venue for promoting the Tri-Cities. IAMC is the leading association of corporate real estate executives, site location consultants and national real estate brokerage firms. The Forums provide visibility for the Tri-Cities through signage, printed programs and schedules, and recognition during breakout sessions. April in Tampa, FL and October, Richmond, VA
- International Council of Shopping Centers (ICSC). TRIDEC's municipal partners have asked for more involvement and assistance in their retail recruitment efforts. This has been the primary reason for including the retail site selector's link on the TRIDEC website and continued licensing of Zoom Prospector. TRIDEC staff accompanied city economic development professionals to the show in Las Vegas the last two years and will participate again in May 2017.
- Power-Gen (December, Las Vegas). Power-Gen is the largest power/energy event in the industry. Combined, the two shows offer access to 18,000 power professionals over three days. TRIDEC first attended PowerGen in 2010. TRIDEC exhibited at the event for three years. In 2016 the consulting firm of ROI was retained to set appointments rather than work from a stationary booth. Six company meetings were scheduled at the show and telephone meetings were held with two additional companies. TRIDEC will attend the show in 2017 and will be evaluating the type of investment to be made; exhibiting versus consultant directed appointments.
- TRIDEC will undertake two promotional missions during 2017 as well as attendance at several trade shows and gatherings of corporate real estate executives. Depending on the number of meetings scheduled, representatives from partner organizations may be encouraged to participate in these missions.

BUSINESS RETENTION & EXPANSION

Retention and expansion of existing businesses, especially manufacturing, tends to be the economic development engine of most communities. Most economic development professionals believe that a good Business Retention & Expansion Program is one of the essential building blocks of a community's growth and prosperity. TRIDEC's Business Retention & Expansion Program will continue to implement new and dynamic programs to grow our existing manufacturers. Additionally, TRIDEC will continue to develop the Food and Beverage Retention & Expansion Opportunities Program.

FABREO PROGRAM

The 2014 Columbia Basin Food and Beverage Processing Survey presented seven recommendations. Six of those recommendations have been accomplished:

1. Develop a Hospitality Program (Washington State University)
2. Develop a Culinary School (Columbia Basin College)
3. Develop a Technical Skills Training Program (Columbia Basin College)
4. Produce an event to showcase locally processed foods to buyers (FABREO Expo)
5. Develop a public relations program (initiated in 2014 and ongoing)
6. Develop a Strategic Gateway concept, positioning the Columbia Basin as the strategic gateway between America and Asia (initiated a Memorandum of Understanding between TRIDEC and the Hong Kong Trade Development Council (HKTDC) in 2015 and ongoing)

The one recommendation that has not been accomplished is to Develop a Food Processing Training Program. TRIDEC will continue to work with the appropriate academic institutions to explore the possibility, design and implantation of such a program.

TRADE SHOWS AND EVENTS

TRIDEC attends the following trade shows to promote the Tri-Cities and the Columbia Basin as a world-class food and beverage processing region, recruit companies looking to expand to the Pacific Northwest, and recruit participants for the FABREO Expo 2017: Winter Fancy Food Show (January 22-24, 2017), Natural Products Expo West (March 10-12, 2017), and potentially Hong Kong Food Expo (August 17-21). TRIDEC is currently working with the HKTDC to recruit Washington State companies to participate in the first ever Washington State Pavilion at this event in Hong Kong.

FABREO EXPO 2017

The FABREO Expo, a trade only event, will take place on Wednesday, June 14-Thurday, June 15, 2017 at the TRAC Center in Pasco.

The FABREO Expo will feature the following events:

- **Food and Beverage Bootcamp:** Instructional seminars to help startup food and beverage entrepreneurs learn how to be successful in the industry and at trade shows.
- **Networking Reception:** Facilitating opportunities for buyers, producers and service providers to connect and grow their businesses.
- **Advanced Food and Beverage Training:** Created for those that have worked through the boot camp stage and are enjoying the success and facing the challenges of a growing and profitable company.
- **Networking Exposition:** Meet, connect, network and build relationships with industry buyers, producers, and service providers.

MANUFACTURING GROWTH ACTIVITIES

To best serve manufacturing through the Tri-Cities, TRIDEC will continue to participate in a number of manufacturing growth activities such as:

- Participate as a judge, in the Seattle Business Magazine Manufacturer of the Year Awards.
- Participate as a judge and sponsor, in the Annual Richland Rotary Entrepreneurial Awards.
- Participate as a speaker, in the Leadership Tri-Cities' Economic Development Day.
- Mention accomplishments by area manufactures in the TRIDEC E-Newsletters and social media.
- Contact a minimum of five manufacturing companies per month.

EDUCATION

Successful manufacturing is a constantly moving target. TRIDEC will continue to provide educational opportunities to help local manufacturers succeed through the following:

- Partner with Impact Washington to provide manufacturing consulting services based on needs identified by the manufacturing community.
- Continue to work with Columbia Basin College to develop and promote their Certified Production Certificate and Certified Logistics Certificate programs, both aimed at the region's food and beverage processing industry.
- Continue to provide export training in collaboration with such organizations as the Export-Import Bank of the United States, the Export Finance Assistance Center of Washington, the U.S. Commercial Service/Spokane, the Washington State Department of Commerce, the Washington State Department of Agriculture, and the HKTDC.

SMALL BUSINESS RESOURCES

Small Business Development Center (SBDC)

The SBDC has been the TRIDEC supported resource for providing management assistance to small businesses, companies with fewer than 500 employees. The Center has been located within the TRIDEC office and has offered a host of services designed to help grow businesses, achieve higher profits and improve operations.

The longtime director of the Tri-Cities SBDC retired in August 2016 and has not been replaced. TRIDEC will continue to support the location of the Center, but ultimately a decision to replace the director must be made by the Director of the Statewide SBDC network and Columbia Basin College.

SCORE (Senior Corp of Retired Executives)

The SCORE program provides business counseling to the small businesses in the area and is headquartered within the TRIDEC offices.

WORKFORCE DEVELOPMENT

Growing and expanding businesses require skilled workers for all levels within their organizations. With increasing frequency, workforce development is viewed as an important contributor to successful economic development and a healthy economy. Educational institutions, training facilities, labor unions, WorkSource Columbia Basin, and the Benton-Franklin Workforce Development Council all play important roles in local workforce development efforts and all partner with TRIDEC from time to time on various issues or projects.

EMERGING TRI-CITIES (PREVIOUSLY YPTC)

Growing, expanding businesses require skilled workers for all levels within their organizations. In addition to overall workforce development requirements, the importance of retaining and attracting developing professionals was identified by both Angelou Economics and TadZo in analysis completed for TRIDEC.

At the end of 2016, the board of YPTC voted to rebrand and rename the organization. The decision came after the board outlined the need to provide opportunities for developing professionals of all ages, and the need to adjust the activity schedule.

Emerging Tri-Cities (ETC) mission is simple, to provide professional development opportunities to the Tri-Cities community. ETC accomplishes this by:

- Cultivating an informed and involved developing professional community in the Tri-Cities region.
- Acting as a catalyst for progress in creating an environment in the Tri-Cities that allows for the growth and development of emerging professionals.
- Providing social and business networking opportunities, professional development, and community enhancement projects for emerging professionals in the Tri-Cities.

ETC aims to facilitate the advancement of emerging professionals through social, educational and civic service oriented events. The desired outcome of ETC is to foster an environment where members can learn from each other's experiences, share business knowledge and discuss career matters.

2017 ACTIVITIES

ETC is an organization devoted to creating an environment in the Tri-Cities which allows for the growth and development of emerging professionals.

- ETC will continue to work with the Port of Kennewick to develop the Vista Field Area, participate in the Tri-Cities Regional Brand Implementation Leadership Team, and support the activities associated with the Start-Up Community, Tri-Cities Research District and PNNL to foster the entrepreneur community in the Tri-Cities.

ETC encourages networking among local, business professionals through social events, professional development programs, community service activities and community awareness.

- Host quarterly luncheons focusing on relevant workforce issues or professional development topics that face the community.
- Host quarterly after-hours speaker/professional development events followed by a networking hour

With a focus on driving success among emerging professionals, ETC seeks to not only fulfill the needs of the business community but also the non-profit and public communities and those who will lead the Tri-Cities in the future.

- ETC will continue offering the Board Ready program (September to May). The Board Ready program is designed to educate participants on the responsibilities of serving on non-profit boards.

FEDERAL PROGRAMS

HANFORD & PACIFIC NORTHWEST NATIONAL LABORATORY BUDGET

The new President is expected to release the Administration's Proposed FY2018 Budget Request in April. Approximately \$2.42 billion of the Administration's DOE Environmental Management budget is expected to be identified for Hanford Cleanup.

The Pacific Northwest National Laboratory (PNNL) is a multi-program National Lab, which is expected to receive about \$1.4 billion in federal funding for FY2018.

Federal Programs' Action:

- Based on a review of the DOE Environmental Management and Office of Science Budget Requests, TRIDEC will prepare our annual Congressional Letter of Request to Congressional offices once the budget is released. Until TRIDEC has access to the Administration's FY 2018 budget request it cannot be determined where additional funding might be required.
- Follow up with Congressional Offices throughout the Congressional budget process.

COMMUNITY WIDE AREAS OF INTEREST

Federal Programs' Action:

- Preserve the dams along Snake River
- Monitor the Columbia River Treaty
- Support continued operation of Columbia Generating Station

MANHATTAN PROJECT NATIONAL PARK

The 2014 National Defense Authorization Act (NDAA) contained a provision to establish the Manhattan Project National Historical Park at Hanford, Oak Ridge and Los Alamos. In early 2015, TRIDEC and Visit Tri-Cities formed a

Community National Park committee made up of the four mayors, three counties, Port of Benton, B Reactor Museum Association (BRMA), TRIDEC and Visit Tri-Cities.

This committee has been working closely with both DOE and the National Park Service to get this new park established, and open the doors to the public.

Federal Programs Actions:

- Assist in Congressional funding requests for all three sites (Oak Ridge, Los Alamos and Hanford). All three sites have infrastructure needs, roads, fences, restrooms and some building repairs. The total requested for all three sites is \$30 million for 2017.
- Continue to support the increasing number and variety of Hanford and B Reactor tours; and increase public school access to the Park.
- Assist in presenting the Tri-Cities vision for more public access; and in establishing a “friends of the park” funding mechanism to support increasing needs at the park.
- Continue to advocate for DOE to transfer the remaining two parcels along Horn Rapids Road that were excluded from the 2015 transfer.
- Continue to work with DOE on the transfer of railroad assets extending north from Horn Rapids Road to the Energy Northwest Site.

MID-COLUMBIA ENERGY INITIATIVE (MCEI)

MCEI was formed with an initial purpose of investigating whether an “energy park” could be established on Hanford lands included in a 2009 Department of Energy announcement that the active clean-up footprint at Hanford would be significantly reduced by 2015.

MCEI quickly became a much broader effort to look at how the Tri-Cities could expand the energy sector of the local economy. From an initial invitation list of twenty, MCEI currently has approximately 120 members including utilities, manufacturers, Department of Energy and Bonneville Power Administration representatives, and professional services firms.

On Sept. 30, 2015 TRIDEC was successful in receiving 1641 acres of Hanford land following nearly six years of community effort. This request for property started with the formation of the Mid-Columbia Energy Initiative. This property has subsequently been transferred to the City of Richland, to the Port of Benton and a 300-acre parcel to Energy Northwest, for future economic development with a focus on new energy projects.

MCEI'S STRATEGIC OBJECTIVES:

A MCEI sub-committee recently underwent a strategic planning/visioning exercise that focused on defining the core areas of interest for the group. Below are their strategic objectives that they plan to accomplish over the next few years.

- **Infrastructure: Production and Demand-Side Management**
 - Retain Columbia Generation Station as a zero-carbon, base-load resource by support the extension of its operating license to 2064.
 - Promote Small Modular Reactor (SMR) development.
 - Support efforts to protect the four lower Snake River dams.
 - Support local interests in determining the economic and technical viability of water storage projects in the integration of intermittent energy resources.
- **Infrastructure: Transmission and Distribution**
 - Automated integration of entire sustainable, zero carbon generation.
 - Smart energy controllers and appliances in 10,000 homes.
 - Battery/Smart controller manufacturer established.
 - PNNL has DOE lead in National Grid infrastructure upgrade.
- **Infrastructure: Electrification of Transportation**
 - Electric Vehicle (EV) charging stations are made available within the Tri-Cities to aid in the transition to EVs. Impediments to establishing charging stations are removed.
 - Ben-Franklin Transit expands its battery-powered bus fleet.
- **Energy Intensive Users: Retention and Growth**
 - Food processors expand capacity by 25% and 500 jobs.
 - AREVA increases fuel fabrication output by 20%, based, in part, on new fuel designs.
 - Waste Treatment Plant natural gas pipeline installed for primary fuel source.
- **Energy Intensive Users: Recruitment**
 - Two companies established with 100 jobs based upon local technology.
 - One manufacturing company locates in region due to low cost, carbon free electricity.
- **Technology: Research, Develop, Demonstrate**
 - PNNL leads development and demonstration of improved transportation batteries.
 - Grid cyber security center established.
 - Demonstrate carbon capture and sequestration, based in part on unique local basalt and shrub-steppe characteristics.
 - Two new companies established with 100 jobs based upon local technology.

- Workforce: Training
 - National transmission and distribution workforce training center established.
 - Training Center for SMR established.
- Workforce: Education
 - CBC adds Associate Degree programs for agribusiness energy management and control; and stored energy/battery manufacturing.
 - WSU-TC adds graduate level programs in energy management, storage and distribution.
- Policy and Regulation
 - Regional energy policy and political alignment (both State and Federal levels).
 - Build stronger ties with BPA and PNNL leading to demonstration projects.
 - State and local government work effectively with northwest businesses to continue to reduce carbon emissions.
- Industrial Development Support for Commercial/Economic Development
 - Assist local/regional technology developers and innovators in transitioning from technology development to industrialization.
 - Introduce emerging technology organizations to potential funding sources to support economic development.
 - Encourage retention of emerging companies located in the Tri-Cities region.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 80-17, Authorizing a Consultant Agreement with Springsted, Incorporated for a Classification and Compensation Study

Department:

Assistant City Manager

Ordinance/Resolution Number:

80-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 80-17, authorizing the City Manager to sign and execute a consultant agreement with Springsted, Incorporated for \$65,000 for a classification and compensation study.

Summary:

The City of Richland solicited responses from professional consulting firms for a classification and compensation study for all unaffiliated employees. The City of Richland has not conducted an in-depth, agency-wide review of the classification and compensation study since 1998. This project includes a comprehensive study of positions, classification, and total compensation.

The overall goals of the classification and compensation study include:

- To create a compensation philosophy to guide future classification and compensation action;
- To ensure market/internal structure alignment;
- To simplify classification structures;
- To address recruitment and retention needs;
- To review minimum qualifications to facilitate recruitment talent.

The City received and reviewed six proposals. In accordance with City purchasing policies, a staff committee comprised of Assistant City Manager Jon Amundson, Administrative Services Director Cathleen Koch, and Human Resources Director Allison Jubb rated the submitted proposals, selecting Springsted Incorporated as the most qualified consultant.

Staff recommends approval of Resolution 80-17.

Fiscal Impact:

The total cost of the consultant agreement will not exceed \$70,000. The total amount for the completion of the scope of work is \$65,000. A contingency of \$5,000 may be used, if approved in advance by the city, to cover one additional onsite meeting. The classification and compensation study was anticipated for in the 2017 approved budget, in the City Manager's Division in the professional services line item.

Attachments:

1. Resolution No. 80-17
2. Contract Agreement - Classification and Compensation Study

RESOLUTION NO. 80-17

A RESOLUTION of the City of Richland authorizing the execution of a consultant agreement with Springsted, Incorporated for a classification and compensation study.

WHEREAS, the City of Richland last conducted a classification and compensation study in 1997; and

WHEREAS, an updated classification and compensation study will ensure that unaffiliated positions are accurately classified and compensated equitably and competitively; and

WHEREAS, a scope of work and project budget were established; and

WHEREAS, City staff solicited proposals in accordance with the City's purchasing policies, receiving and opening six (6) proposals on March 27, 2017; and

WHEREAS, a consultant selection team consisting of Assistant City Manager Jon Amundson, Administrative Services Director Cathleen Koch, and Human Resources Director Allison Jubb evaluated the responsive proposals and determined the proposal submitted by Springsted, Incorporated to be the most qualified; and

WHEREAS, City staff recommends execution of the proposed contract as the negotiated agreement meets the City's needs within the budgeted funding.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Consultant Agreement with Springsted, Incorporated for a classification and compensation study.

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 2nd day of May, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this 2nd day of May, 2017 by and between the City of Richland, 505 Swift Blvd., Richland, Washington, (hereinafter referred to as the "City"), and Springsted Incorporated, 380 Jackson Street, Suite 300 Saint Paul, Minnesota 55101-2887 (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 human resources consulting services for the Classification and Compensation Study.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) Exhibit A: Scope of Work
- c) This Agreement consists of this Agreement, the above referenced Exhibit(s) and other documents listed below. These form the entire Agreement between the parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) City of Richland Agreement No. 136-17
 - (ii) Exhibit A: Scope of Work
 - (iii) City Richland RFP 17-0023
 - (iv) Exhibit B: RFP 17-0023 proposal response submitted by Springsted Incorporated dated March 27, 2017

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, 2017.

4) PAYMENT

- a) For services rendered under this Agreement, the City shall pay the Consultant an amount not to exceed sixty five thousand dollars (\$65,000). Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A, Scope of Work.
- b) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

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

6) OWNERSHIP OF DOCUMENTS

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

7) TERMINATION

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

8) AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

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

expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.

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

9) DISPUTE RESOLUTION

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

10) DEBARMENT CERTIFICATION

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

www.sam.gov and

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

11) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12) ATTORNEY'S FEES

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

13) INSURANCE

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

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

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

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

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

14) INDEMNIFICATION / HOLD HARMLESS

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

15) STANDARD OF CARE

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

16) SUCCESSORS OR ASSIGNS

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

17) NOTICES

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

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

Purchasing Manager
City of Richland
505 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: TL Cox, Senior Vice President
Name of Firm: Springsted Incorporated
Address: 380 Jackson Street, Suite 300
Saint Paul, Minnesota 55101-2887
Email: tlcox@springsted.com
Phone Number: 469-515-0646
Fax Number: 651-268-5009

18) EQUAL OPPORTUNITY AGREEMENT

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

19) PARTIAL INVALIDITY

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

20) AMENDMENTS

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

21) CHANGE IN LAW

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

22) CONFIDENTIALITY

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

23) CHANGES OF WORK

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

24) EXTRA WORK

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

(Signature page to follow)

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

CITY OF RICHLAND, WASHINGTON

CONSULTANT

CYNTHIA D. REENTS, ICMA-CM
City Manager

Signature

ATTEST:

Printed Name

MARCIA HOPKINS
City Clerk

Address

Phone: _____

APPROVED AS TO FORM:

Email: _____

Fax: _____

HEATHER D. KINTZLEY
City Attorney

EXHIBIT A: Scope of Work

1. Project Initiation – Data Collection

- a. Kick-off materials and presentation
- b. Project schedule
- c. Council questionnaire for compensation philosophy

2. Employee Communication Sessions

- a. Position Analysis Questionnaire (PAQ)
- b. Classification and compensation study announcement (to notify employees of study and to invite them to attend presentations)
- c. Employee presentations
- d. Employee perception survey for both represented and non-represented employees, conducted via a website

3. Development of Classification System

- a. SAFE job evaluation
- b. Classification recommendations and corresponding employee allocation
- c. Updated job descriptions, including departmental review and feedback

4. Total Compensation Survey and Development of Pay Plan

- a. Job summaries
- b. Total compensation survey
- c. Market comparison
- d. Preliminary and final pay plan(s)

5. Implementation Strategy and Staff Training

- a. Implementation costing scenarios (up to 3)
- b. Staff training, including a webinar review of the final SAFE evaluation scores and corresponding job evaluation manual
- c. Compensation philosophy

6. Final Report

- a. Draft report
- b. Final report
- c. Concluding presentation

The projected deliverable date for this scope of work is no later than December 31, 2017. The total amount for the completion of the scope of work is \$65,000. A contingency of \$5,000 may be used, if approved in advance by the city, to cover one (1) additional onsite meeting in addition to the three (3) included with the professional structure above.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 81-17 Authorizing Submission of an Application to the Washington Rural Heritage Program of the Washington State Library

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

81-17

Document Type:

Resolution

Recommended Motion:

Authorize the City Manager to direct staff to prepare and submit an application to the Washington Rural Heritage program of the Washington State Library for a digitization grant.

Summary:

The Washington State Library (WSL) offers grant programs to public libraries. Their WSL Washington Rural Heritage (WRH) program is a statewide collaborative supporting public libraries in the digitization of historically significant collections. The WSL WRH program is accepting applications for a 2017 digitization grant of up to \$7,000. The digitization program exists for the purpose of encouraging the creation and/or continued development of long-term, sustainable digitization programs managed at the local level and hosted by the WSL.

The Richland Public Library has a large collection of irreplaceable library materials pertaining to local history, and the community will benefit by creating digital copies of the material. The WSL WRH is a reimbursement grant and sufficient budgeted funds exist to cover up-front expenses.

Fiscal Impact:

The grant will provide up to \$7,000 for digitization expenses as a reimbursement. Sufficient funds are available in the Library Division of the General Fund prior to receiving reimbursement from the grant.

Attachments:

- I. Resolution No. 81-17

RESOLUTION NO. 81-17

A RESOLUTION of the City of Richland authorizing an application to the Washington State Library for a Washington Rural Heritage digitization grant.

WHEREAS, the Washington State Library (WSL) offers grant programs to public libraries; and

WHEREAS, the WSL Washington Rural Heritage (WRH) program is a statewide collaborative which supports public libraries in the digitization of historically significant collections; and

WHEREAS, the WSL WRH program is accepting applications for a 2017 digitization grant of up to \$7,000; and

WHEREAS, the digitization program exists for the purpose of encouraging the creation and/or continued development of long-term, sustainable digitization programs managed at the local level and hosted by the WSL; and

WHEREAS, the Richland Public Library (Library) has a vast assortment of irreplaceable library materials pertaining to local history; and

WHEREAS, staff desires to apply for the digitization grant to improve library services and offer the local history collection to the public in support of the Manhattan Project National Park; and

WHEREAS, this is a reimbursement grant; sufficient budgeted funds exist to cover up front expenses.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that City staff is authorized to prepare and submit an application to the Washington Rural Heritage program of the Washington State Library for a digitization grant.

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 2nd day of May, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 7 - Housing and Neighborhoods

Subject:

Resolution No. 82-17, Approving a Substantial Amendment to the 2015 and 2016 HOME Grant Annual Action Plans and the 2017 Unallocated Program Income, and Allocating Funding to the Kennewick Housing Authority Rental Development Project 2017 HOME Activity

Department:

Community & Development Services

Ordinance/Resolution Number:

82-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 82-17, authorizing the City Manager to execute and transmit the necessary documents to the U.S. Department of Housing and Urban Development (HUD), and to execute, as lead entity, the rental agreement between the Kennewick Housing Authority and the Tri-Cities HOME Consortium related to Nueva Vista Phase II.

Summary:

Members of the Tri-Cities HOME Consortium have determined that participation in an Affordable Housing Rental Development project is appropriate in order to advance the Consortium's goals of providing affordable housing to low-income persons in the region.

To maximize the utilization of available HOME funds for this purpose, a substantial amendment is required to reallocate a total of \$300,000 of Down Payment Assistance Program funding and unallocated program income to the 2017 Annual Action Plan as identified in Attachment A.

The \$300,000 of funding allocated to the 2017 Annual Action Plan shall be derived from all remaining Down Payment Assistance Program funding available under the 2015 Annual Action Plan, \$150,223 of Down Payment Assistance Program funding from the 2016 Annual Action Plan, and unallocated program income from the 2017 Annual Action Plan in an amount necessary to total \$300,000. The funding will be used for the Kennewick Housing Authority Nueva Vista Phase II, low income 28 unit rental development project.

Notice of public comment was duly advertised and no comments were received during the 30-day comment period. Staff recommends approval of Resolution No. 82-17.

Fiscal Impact:

This Substantial Amendment to the 2015, 2016 Action Plans and unallocated 2017 program income will reallocate \$300,000, currently in the HOME Program budget, to Kennewick Housing Authority activity.

Attachments:

I. Resolution 82-17

RESOLUTION NO. 82-17

A RESOLUTION of the City of Richland approving a substantial amendment to the HOME Grant 2017 Annual Action Plan to add an Affordable Housing Rental Development project; substantially amending the HOME Grant 2015 and 2016 Annual Action Plans to allocate unspent HOME grant funds to said project; and allocating unallocated 2017 program income to said project under the HOME Grant 2017 Annual Action Plan.

WHEREAS, the members of the Tri-Cities HOME Consortium have determined that participation in an Affordable Housing Rental Development project is appropriate in order to advance the Consortium's goals of providing affordable housing to low-income persons in the region; and

WHEREAS, to maximize the utilization of available HOME funds for this purpose, a substantial amendment is required to reallocate a total of \$300,000 of Down Payment Assistance Program funding and unallocated program income to the 2017 Annual Action Plan as identified in Attachment A; and

WHEREAS, the \$300,000 of funding allocated to the 2017 Annual Action Plan shall be derived from all remaining Down Payment Assistance Program funding available under the 2015 Annual Action Plan, \$150,223 of Down Payment Assistance Program funding from the 2016 Annual Action Plan, and unallocated program income from the 2017 Annual Action Plan in an amount necessary to total \$300,000; and

WHEREAS, the reallocation of funds in the amount of \$300,000 will be used for Kennewick Housing Authority Nueva Vista Phase II, a low-income 28-unit rental development project; and

WHEREAS, the Citizen Participation Plan for the City of Richland requires that a substantial amendment be made to the affected Annual Action Plans to allow for said funding adjustments; and

WHEREAS, a notice of public comment was duly advertised, and no comments were received during the 30-day comment period.

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

1. The 2015 Annual Action Plan is substantially amended to allocate all remaining Down Payment Assistance Program funding to the 2017 Annual Action Plan for the Kennewick Housing Authority Nueva Vista Phase II project.

2. The 2016 Annual Action Plan is substantially amended to allocate \$150,223 in Down Payment Assistance Program funding to the 2017 Annual Action Plan for the Kennewick Housing Authority Nueva Vista Phase II project.
3. The 2017 Annual Action Plan is substantially amended to add the Kennewick Housing Authority Nueva Vista Phase II project as depicted in Attachment A. Further, unallocated 2017 program income in the amount necessary to total \$300,000 of overall Home Grant funding, when coupled with the allocations from the 2015 and 2016 Annual Action Plans, is allocated for the Kennewick Housing Authority Nueva Vista Phase II project.
4. The City Manager is authorized to execute and transmit the necessary documents to the U.S. Department of Housing and Urban Development (HUD), and to execute, as the lead entity, the rental agreement between the Kennewick Housing Authority and the Tri-Cities Home Consortium related to Nueva Vista Phase II.

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 2nd day of May, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

ATTACHMENT A

ANNUAL GOALS AND OBJECTIVES (AP20)

Goals Summary Information

Table 4 – Goals Summary

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Community, neighborhood & economic development	2015	2019	Non-Housing Community Development		Public Facility Improvement/Community & economic development	CDBG: \$186,604	Improve availability/accessibility
2	Homeless intervention and public services	2015	2019	Homeless Non-Homeless Special Needs		Public Service/Services and homeless intervention/prevention	CDBG: \$40,800	Improve availability/accessibility
3	Increase and preserve affordable housing choices	2015	2019	Affordable Housing		Affordable housing choice	CDBG: \$71,000 HOME: \$721,498	Improve availability/accessibility/sustainability

ATTACHMENT A

PROJECTS (AP35)

Introduction

This Annual Action Plans describes how funds will be used to support the goals and priorities identified in the Consolidated Plan. Projects and activities are carefully chosen. CDBG activities and HOME CHDO projects go through a competitive process, ensuring the maximum effectiveness in funds.

Table 6 – Project Information

Project #	Project Name
1	CDBG Planning and Administration
2	CDBG Owner-Occupied Rehabilitation Program
3	Public Service Activities
4	Public Facilities/Improvements
5	Tri-Cities HOME Consortium Administration
6	Richland HOME First Time Homebuyer Assistance Program
7	Kennewick HOME First Time Homebuyer Assistance Program
8	Pasco HOME First Time Homebuyer Assistance Program
9	Consortium HOME – Community Development Housing Organization (CHDO)
10	Consortium HOME – Affordable Housing Rental Development

ALLOCATION PRIORITIES AND BARRIERS (AP35)

Funding priorities are consistent with those stated in the Strategic Plan. The City of Richland intends to maximize the use of limited resources to ensure the highest benefit within the capacity to administer the program. Reduced funds have increased the challenge. Given the limited capacity, brick and mortar projects resulting in visual/physical improvements are important when those projects reduce barriers for physically impaired persons; result in the acquisition, construction or improvement to public facilities; and/or, result in neighborhood preservation and revitalization. High priority is also placed on projects that would result in enhancing the economic opportunities of residents.

The City likewise places a priority on brick and mortar projects that result in the creation or preservation of housing for elderly or populations with special needs, and social services projects to address community needs including projects to assist seniors or populations with special needs and disadvantaged youth.

Whenever feasible, projects that leverage additional funds and/or are coordinated with community partners are emphasized and given priority. The City does not anticipate obstacles to meeting the underserved needs addressed in the projects (within the anticipated funding levels).

ATTACHMENT A

PROJECT SUMMARY (AP38)

Project Summary Information

Table 7 – Project Summary

1	Project Name	CDBG Planning and Administration
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices Community, neighborhood & economic development Homeless intervention and public services
	Needs Addressed	Affordable housing choice Community & economic development Services and homeless intervention/prevention
	Funding	CDBG: \$48,400
	Description	Fund necessary staff to administer, manage and monitor the implementation of CDBG funds and associated federal regulations
	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	Not applicable
	Location Description	Not applicable
2	Planned Activities	Administration, management, and monitoring responsibilities include activity eligibility determination, fund management, labor standards enforcement, and environmental review. Policy leadership and back-office infrastructure is also included in this activity
	Project Name	CDBG Owner-Occupied Rehabilitation Program
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices
	Needs Addressed	Affordable housing choice
	Funding	CDBG: \$71,000
	Description	Use existing revolving loan funds to support health- and safety-related minor home repairs for CDBG-eligible low- and moderate-income homeowners, including staff costs for program delivery of program

ATTACHMENT A

	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	Two families whose income is at or below 80% AMI will benefit from this activity
	Location Description	Within Richland city limits
	Planned Activities	Staff support including marketing efforts, application intake, review and assess requested repairs from eligible homeowners. Implement qualifying minor repairs, repairs that will be necessary to maintain occupant health and safety, maintaining good supply of housing for CDBG eligible population
3	Project Name	Public Service Activities
	Target Area	
	Goals Supported	Homeless intervention and public services
	Needs Addressed	Services and homeless intervention/prevention
	Funding	CDBG: \$40,800
	Description	Public Service funded activities to carry out opportunities to low income clientele, including City staff costs for program delivery
	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Within Richland city limits
	Planned Activities	Administration, project delivery, monitoring, reporting, and management of contract and activity
4	Project Name	Public Facilities/Improvements
	Target Area	
	Goals Supported	Community, neighborhood & economic development
	Needs Addressed	Community & economic development
	Funding	CDBG: \$186,604
	Description	Support costs including project delivery of public facility and infrastructure improvements including the removal of architectural barriers
	Target Date	12/31/2017

ATTACHMENT A

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Within the city of Richland, Census Tracts 103, 104, 105 and 108.05
	Planned Activities	Three activities are included for 2017; two neighborhood park improvements and the improve accessibility of neighborhoods with the removal of architectural barriers to the mobility or accessibility of elderly persons or of “severely disabled” adults, including staff costs for project delivery
5	Project Name	Tri-Cities HOME Consortium Administration
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices
	Needs Addressed	Affordable housing choice
	Funding	HOME: \$46,833
	Description	Support costs of staff involved in the administration of the HOME grant
	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Grant administration including program evaluation and reporting, and contracting
6	Project Name	Richland HOME First Time Homebuyer Assistance Program
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices
	Needs Addressed	Affordable housing choice
	Funding	HOME: \$117,082.67 + any prior year & program income
	Description	Support costs of providing downpayment assistance to qualifying first time homebuyers
	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	Fourteen families will benefit from this proposed activity

ATTACHMENT A

	Location Description	Within Richland city limits, with priority placed on Census Tracts 102, to 106 and 108.04, Block Group 4
	Planned Activities	Downpayment assistance and related costs including project delivery
7	Project Name	Kennewick HOME First Time Homebuyer Assistance Program
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices
	Needs Addressed	Affordable housing choice
	Funding	HOME: \$117,082.67 + any prior year & program income
	Description	Support costs of providing downpayment assistance to qualifying first time homebuyers
	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	Nineteen (19) families will benefit from this activity
	Location Description	Within Kennewick city limits
	Planned Activities	Downpayment assistance and related costs including project delivery
8	Project Name	Pasco HOME First Time Homebuyer Assistance Program
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices
	Needs Addressed	Affordable housing choice
	Funding	HOME: \$117,082.67 + any prior year & program income
	Description	Support costs of providing downpayment assistance to qualifying first time homebuyers
	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	Nineteen (19) families will benefit from this activity
	Location Description	Within Pasco city limits
	Planned Activities	Downpayment assistance and related costs including project delivery
9	Project Name	HOME – Community Housing Development Organization (CHDO)
	Target Area	

ATTACHMENT A

	Goals Supported	Increase and preserve affordable housing choices
	Needs Addressed	Affordable housing choice
	Funding	HOME: \$70,250
	Description	Project has not been established
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Location has not been established at this time
	Planned Activities	No activity has not been planned at this time
10	Project Name	HOME - Kennewick Housing Authority (KHA), Nueva Vista, Phase II, Affordable Housing Rental Development
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices
	Needs Addressed	Affordable housing choice
	Funding	HOME: \$300,000 + project delivery
	Description	Twenty Eight (28) unit, low-income, rental development project that will serve persons at or below 50% Area Median Income (AMI). Fourteen (14) set aside for homeless families, six (6) units set aside for disabled adults and remaining eight (8) are unrestricted
	Target Date	10/01/2017
	Estimate the number and type of families that will benefit from the proposed activities	Twenty Eight (28) low income families including homeless and disabled adults
	Location Description	Within Kennewick city limits
	Planned Activities	Eligible HOME costs associated with the rental development



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 7 - Housing and Neighborhoods

Subject:

Resolution No. 83-17, Approving Amendment No. 2 to the 2014-2016 HOME Consortium Cooperative Agreement as Extended to 2017-2019

Department:

Community & Development Services

Ordinance/Resolution Number:

83-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 83-17, authorizing the City Manager to sign and execute the Second Amendment to the HOME Consortium Cooperative Agreement with the Cities of Kennewick and Pasco.

Summary:

The Cities of Richland, Kennewick and Pasco (Members) entered into a cooperative agreement in June, 2013, (Contract No. 85-13) for the purpose of continuing participation in a Consortium originally formed in 1996 under the HOME Investments Partnership (HOME) Program.

The Consortium was formed to increase the level of HOME Program funds potentially available for use within the combined jurisdictions, thereby increasing the combined ability of the Cities to help increase the local supply of decent affordable housing needs to low income residents as authorized by Public Law 101-625, the National Affordable Housing Act of 1990 (NAHA).

The members of the HOME Consortium desire to amend the agreement to incorporate Public Housing Authority (PHA) rental development projects and/or Infill Homebuyer development as activities performed by the Consortium.

The original agreement, as first amended March 2, 2015, is and shall continue to be in full force and effect in accordance with the terms thereof; and The Cities of Kennewick and Pasco will be taking the amendment of the Cooperative Agreement to their Councils for approval prior to execution by the Richland City Manager.

Fiscal Impact:

No

Attachments:

1. Resolution 83-17
2. Cooperative Agreement Amendment 2
3. Cooperative Agreement 2014-2016

RESOLUTION NO. 83-17

A RESOLUTION of the City of Richland authorizing execution of Amendment No. 2 to the 2014-2016 Tri-Cities HOME Consortium Cooperative Agreement as extended to 2017-2019.

WHEREAS, the Cities of Richland, Kennewick and Pasco (Members) entered into a cooperative agreement in June, 2013 (Contract No. 85-13) for the purpose of continuing participation in a Consortium originally formed in 1996 under the HOME Investments Partnership (HOME) Program; and

WHEREAS, the continued Consortium was formed to increase the level of HOME Program funds potentially available for use within the combined jurisdictions, thereby increasing the combined ability of the Cities to assist in meeting the affordable housing needs of the population; and

WHEREAS, the members of the HOME Consortium desire to amend the agreement to incorporate Public Housing Authority (PHA) rental development projects and/or Infill Homebuyer development as activities performed by the Consortium; and

WHEREAS, the original agreement, as first amended March 2, 2015, is and shall continue to be in full force and effect in accordance with the terms thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute Amendment No. 2 to Contract No. 85-13, 2014-2016 HOME Consortium Cooperative Agreement as extended to 2017-2019.

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 2nd day of May, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

***After recording please return to:
City of Richland, Housing and Redevelopment
Attn: Michelle Burden
505 Swift Blvd., MS-19
Richland, WA 99352***

**AMENDMENT #2 TO
COOPERATIVE AGREEMENT
THE TRI-CITIES HOME CONSORTIUM
FORMED UNDER THE
NATIONAL AFFORDABLE HOUSING ACT
PROGRAM YEAR 2014-2015-2016
AS EXTENDED 2017-2018-2019**

This Second Amendment to the above-referenced Agreement ("Original Agreement") is entered into between the Cities of Kennewick, Pasco, and Richland, municipal corporations of the State of Washington (Members), for the purpose of amending the Cooperative Agreement of the Tri-Cities HOME Consortium, which was originally formed in 1996 under the HOME Investments Partnership (HOME) Program. This Second Amendment will become effective upon adoption by the parties and approval by the U.S. Department of Housing and Urban Development (HUD).

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that Section 4. d. of the Tri-Cities Home Consortium Cooperative Agreement for Program Year 2014-2015-2016 as extended for 2017-2018-2019 is replaced in its entirety with the following:

SECTION 4: PROGRAM ADMINISTRATION

- d. Allocation of HOME Funds.** HOME funds will be allocated between the Members in the following manner:
- i. Ten percent (10%) of the overall allocation, or a higher amount if allowed by the HOME program, will remain with the Lead Entity for administrative costs.
 - ii. Fifteen percent (15%) of the overall allocation will remain with the Lead Entity to be utilized for CHDO Set-Aside activities. CHDO projects will be identified by Members on a rotating basis, as described in Section 4.f. below.
 - iii. The remaining balance of the overall allocation shall be invested in down payment assistance. These funds shall be divided equally among Members. Each member is entitled to plan for the expenditures of funds in an amount equal to their share of the HOME grant award, as is determined during each fiscal year of this agreement and identified in the Annual Action Plan. If desired and applicable, the Cities of Kennewick and Pasco may serve as Subrecipient Administrators to the Lead Entity to oversee investment of their respective portion of HOME funds in down payment assistance.
 - iv. When one or more Members has \$100,000 or more in unspent uncommitted down payment assistance funds and/or returned program income, said funds may be used for the development and construction of affordable housing. Members will work together to identify potential rental development projects to be undertaken by a Public

Housing Authority (PHA), who shall serve as either sponsor, owner or developer. Projects will be reviewed and selected based on developer financial capacity, experience, project feasibility, readiness to proceed, and community impact. Members will aim to rotate City location of projects when possible, and/or INFILL Homebuyer development with Member majority rules for the project location. After Members identify affordable housing project(s), Lead Entity will act as project manager, and shall perform required administrative duties to assess, approve, and fund projects.

Except as expressly amended and modified by this Second Amendment, the Original Agreement, as amended by the First Amendment dated March 2, 2015, is and shall continue to be in full force and effect in accordance with the terms thereof.

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

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date provided next to the last-signing party.

**SECOND AMENDMENT - COOPERATIVE AGREEMENT
THE TRI-CITIES HOME CONSORTIUM**

Marie E. Mosley, City Kennewick
City of Kennewick

Date

Dave Zabell, City Manager
City of Pasco

Date

Cynthia D. Reents, City Manager
City of Richland

Date

APPROVED AS TO FORM BY LEGAL COUNSEL:

Heather Kintzley, City Attorney
City of Richland

Lisa Beaton, City Attorney
City of Kennewick

Lee Kerr, City Attorney
City of Pasco

After recording please return to:
City of Richland, Housing and Redevelopment
Attn: Michelle Burden
P.O. Box 190 MS 19
Richland, WA 99352

CONTRACT NO. 85-13

**AMENDMENT #1 TO
COOPERATIVE AGREEMENT
THE TRI-CITIES HOME CONSORTIUM
FORMED UNDER THE
NATIONAL AFFORDABLE HOUSING ACT
PROGRAM YEAR 2014-2015-2016**

This Agreement is entered into between the Cities of Kennewick, Pasco, and Richland, municipal corporations of the State of Washington (Members), for the purpose of amending the Cooperative Agreement of the Tri-Cities HOME Consortium originally formed in 1996 under the HOME Investments Partnership (HOME) Program. This Agreement will become effective upon adoption of the parties and approval by the U.S. Department of Housing and Urban Development (HUD).

The following sections are hereby amended as follows:

SECTION 4: PROGRAM ADMINISTRATION

- d. **Allocation of HOME Funds.** HOME funds will be allocated between the Members in the following manner:
 - ii. Fifteen percent (15%) or more of the overall allocation will remain with the Lead Entity to be utilized for CHDO Set-Aside activities. CHDO projects will be identified by Consortium Members, as described in section 4.f below.
 - iii. The remaining balance of the overall allocation shall be invested in down payment assistance. These funds shall be divided equally among Members. Each member is entitled to plan for the expenditure of funds in an amount equal to their share of the HOME grant award, as is determined during each fiscal year of this agreement and identified in the Annual Action Plan. If desired and applicable, the Cities of Kennewick and Pasco may serve as Subrecipient Administrators to the Lead Entity to oversee investment of their respective portion of HOME funds in down payment assistance.
- e. **Funding Timelines.** Any HOME funds set aside for a Member and not committed to a project within 18 months, or expended within 24 months of the award of HOME funds to the Tri-Cities HOME Consortium, will be made available to other projects across the Consortium. Reallocation will be executed by the Lead Entity with written notification of affected member(s). Members are aware that if funds are not committed and expended according to effective HUD deadlines, that HUD will recapture the funds. Such a recapture will reduce the

availability of funds for that individual member by the amount determined by HUD to be in non-compliance.

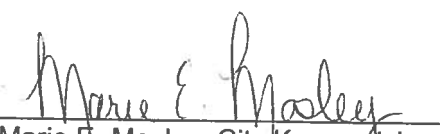
- f. **CHDO Set Aside.** Fifteen percent (15%) or more of the overall allocation will remain with the Lead Entity to be utilized for CHDO Set-Aside activities. Members will work together to identify CHDO projects, and funding will be based primarily on community impact, developer capacity, project feasibility, and readiness to proceed. Members will aim to rotate the location of CHDO projects when possible. After Members identify CHDO project(s), the Lead Entity will perform required administrative duties to assess, approve, and fund projects.

SECTION 7: ADMINISTRATIVE FEES

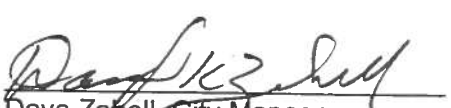
The HOME Consortium will retain ten (10) percent of the grant or the maximum allowed by the program regulations for administration and management of the HOME program. The Lead Entity will oversee an annual process to budget administrative fees. Only costs associated with the management and administration of the HOME program may be charged against HOME administrative allocations. Program income generated by other member programs will not be included in the 10% calculation unless agreed upon by the respective Member

- a. **Administrative Shortfalls.** Administrative shortfalls by The Lead Entity shall be addressed annually. Member Cities shall agree to split such shortfalls equally. Respective Members may agree to utilize the 10% administrative funds generated by their program income to use toward administrative shortfalls by The Lead Entity.
- b. **Negative Interest.** in the event that negative interest occurs as a result of the action(s) of a particular Member, then that Member is fully responsible for reimbursing the Lead Entity; However, if negative interest occurs that's not directly related to a single Member's actions, then each Member shall equally share in that cost. Note that negative interest earnings cannot be claimed as an administrative cost and must be reimbursed from non-federal funds.

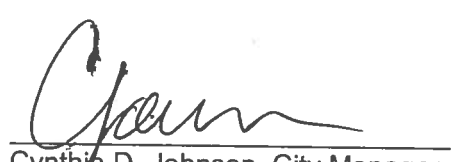
COOPERATIVE AGREEMENT – AMENDMENT #1 SIGNATURE PAGE
THE TRI-CITIES HOME CONSORTIUM


Marie E. Mosley, City Kennewick
City of Kennewick

2/4/15
Date


Dave Zabell, City Manager
City of Pasco

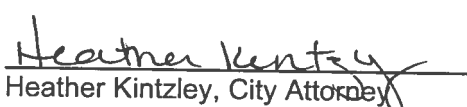
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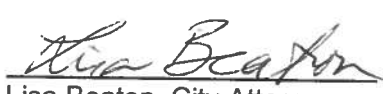

Cynthia D. Johnson, City Manager
City of Richland

3-2-15
Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:


Heather Kintzley, City Attorney
City of Richland


Lisa Beaton, City Attorney
City of Kennewick

APPROVED AS TO FORM:


Lee B. Kerr, City Attorney
City of Pasco

Please return to:

**City of Richland, Housing and Redevelopment
Attn: Deborah F. Bluher
P.O. Box 190, MS
Richland, WA 99352**

**COOPERATIVE AGREEMENT
THE TRI-CITIES HOME CONSORTIUM
FORMED UNDER THE
NATIONAL AFFORDABLE HOUSING ACT
PROGRAM YEAR 2014-2015-2016**

This agreement is entered into between the Cities of Kennewick, Pasco, and Richland, municipal corporations of the State of Washington (Members), for the purpose of continuing participation in a Consortium originally formed in 1996 under the HOME Investments Partnership (HOME) Program. This Agreement replaces the previous, automatically-renewing HOME consortium cooperative agreement and will be renewed automatically for participation in successive three-year qualification periods. This Agreement will become effective upon adoption of the parties and final approval by the U.S. Department of Housing and Urban Development (HUD).

WITNESSETH

WHEREAS, the Federal Government has enacted the national Affordable Housing Act (NAHA), the primary objective of which is to increase the supply of decent affordable housing to low and very low income families, which created the HOME Investment Partnerships Program (HOME Program) administered by the U.S. Department of Housing and Urban Development (HUD) through regulations at Title 24, Code of Federal Regulations, Part 92 (HOME Regulations); and

WHEREAS, said regulations allow units of general local governments to form consortia for purposes of obtaining funds under the HOME Program; and

WHEREAS, the Members are geographically contiguous units of local government eligible to form a consortium under said regulations; and

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW permits local governmental units to enter into agreements to cooperate for certain beneficial purposes; and

WHEREAS, The Members have determined that continuing as a consortium will increase the level of HOME Program funds potentially available for use within their combined jurisdictions, and thereby increase the combined ability of the Cities to assist in meeting the affordable housing needs of the population:

NOW, THEREFORE, the parties agree as follows:

SECTION 1: DEFINITIONS

- a. "Consortium" means the arrangement formed by this agreement, and "HOME Program" means all of the activities assisted with HOME funds received from HUD pursuant to the Consortium.
- b. "Member" means the Cities of Kennewick, Pasco, and Richland municipal corporations of the State of Washington and units of local government.

- c. "Tri-Cities HOME Consortium" means the particular Consortium operating under the HOME Program consisting of the Cities of Kennewick, Pasco, and Richland.
- d. "Lead Entity" means the unit of local government designated by the Tri-Cities HOME Consortium to act in a representative capacity of all members for the purposes of this agreement. The Lead Entity will assume overall responsibility for ensuring that the Tri-Cities HOME Consortium is administered and operates in compliance with the requirements of the HOME Program. The Lead Entity serves as the official and primary contact between HUD and the Tri-Cities HOME Consortium.
- e. "Subrecipient Administrator" refers to Members other than the non-Lead Entity who performs some HOME administrative roles as delineated under separate, specific HOME Written Agreements.
- f. "Consolidated" means jointly developed with unity from a regional perspective of the Members.
- g. "Program Year" means the annual fiscal year of January 1st to December 31st.
- h. "CHDO" means a Community Housing Development Organization as defined by the HOME Investment Partnership program.

SECTION 2: GENERAL PROVISIONS

- a. The Members agree to cooperate to undertake housing assistance activities in compliance with the federal HOME statute and regulations as identified at Title 24, Code of Federal Regulations, Part 92.
- b. The Members agree to cooperate in maintaining compliance by the Tri-Cities HOME Consortium with federal Consolidated Plan regulations at Title 24, Code of Federal Regulations, Part 91. Each member shall also cooperate with the Lead Entity in conducting citizen participation, planning, and programming, as necessary for the Lead Entity to submit to HUD the Consortium's Consolidated Plan. Each member shall assure that its separate processes and procedures comply with the Consolidated Plan regulations.
- c. The Members agree to jointly develop a combined Consolidated Planning Strategy (CPS) for each of the Federal fiscal years covered by this cooperative agreement for submission to HUD. The CPS will be comprised of a consolidated Market Analysis and Housing Needs Assessment, consolidated Five-Year Planning Strategy, and annual Plans for implementation of the strategy for the Tri-Cities HOME Consortium. The Housing Strategy will be developed to address needs over the three-city area with components identified that are unique to each Member; however, each Member will independently address non-housing community needs.
- d. The Members agree to affirmatively further fair housing in compliance with all applicable statutes and regulations.
- e. This agreement provides for automatic renewals of participation in successive three-year qualification periods in perpetuity by the date specified in HUD's consortia designation notices or listed on HOME's Consortia web page. The Lead Entity will notify each consortium member in writing of its right to not participate for the successive three-year qualification period, with a copy of the notification forwarded to the U.S. Department of Housing and Urban Development field office. Each member that does not intend to participate in the next qualification period

with the consortium must submit written notification to the Lead Entity within 30 days of request. The Lead Entity will provide copies of these communications to its HUD Field Office to provide notification of any change in consortium membership.

This automatic renewal provision requires all Members of the Consortium to formally adopt by Council resolution any amendments to the agreement that incorporate future changes necessary to meet the requirements for consortia agreements in subsequent qualification periods.

The automatic renewal provision will be void if the lead entity fails to notify a consortium member of its right not to participate for the next qualification period, or the lead entity fails to submit a copy to HUD of each amendment to the agreement as required.

SECTION 3: COMPLIANCE WITH FEDERAL REGULATIONS

All Members of the Consortium agree to comply with the applicable portions of: CFR Title 24, Part 92 HOME Investment Partnerships Program; the Housing and Community Development Act of 1974 as amended; CFR Title 24, Chapter V, Part 570; CFR Title 24, Part 58; Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1968; Section 109 of the Housing and Community Development Act of 1974; Section 3 of the Housing and Urban Development Act of 1968; Executive Orders 11246, 11063, and 11593, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; OMB Circular A-122 and attachments A, B, C, F, H, N and O, The Archeological and Historical Preservation Act of 1974; the Architectural Barriers Act of 1968; the Hatch Act, Chapter 15 of Title 5 U.S.C.; the Flood Disaster Protection Act of 1974; the Clean Air Act (42 U.S.C., Section 1251 et seq.); and the Drug-Free Workplace Act of 1988.

SECTION 4: PROGRAM ADMINISTRATION

- a. **Lead Entity.** The City of Richland is hereby designated the Lead Entity for the Consortium. The Cities of Kennewick and Pasco are Consortium Members who act as Subrecipient Administrators.
- b. **Lead Entity Responsibilities.** The Lead Entity shall assume overall responsibility for ensuring the Consortium's HOME Program activities are carried out in compliance with HOME Rules in CFR Title 24, Part 92, including requirements concerning a Consolidated Plan in accordance with HUD Regulations in CFR Title 24, Part 91.

The Lead Entity shall be specifically responsible for the following:

- i. Establish a local HOME Investment Trust Fund Account
- ii. Receive, disburse, and account for all HOME Program and matching funds.
- iii. Collect all required reports and data from the members, subrecipient administrators, CHDOs, and developers, and submit them to HUD
- iv. Send Members a copy of correspondence from HUD within 48 hours of receipt, and copy members on correspondence from Lead Entity to HUD.
- v. Provide written procedures for Integrated Disbursement and Information system (IDIS) reporting, including explanations of who has access to the system, how funds are sub-allocated in the system, who is required and allowed to make entries in the system, and at what times.
- vi. Provide written procedures for the disbursement of funds to include:

- how Members or their sub-recipients request HOME funds from the Lead Entity
 - processing time needed by the Lead Entity
 - description of documentation required to accompany requests.
- vii. Provide written procedures for record keeping, reporting and monitoring.
- viii. Description of the system and format for keeping records of program delivery, and meeting all HUD reporting requirements, including:
- marketing activities
 - environmental reviews
 - application and award activities
 - incurred obligation and contribution of required match funds
 - federal cross-cutting activities
 - Community Housing Development Organization (CHDO) designations and
 - CHDO activities when applicable under Section 4.f below.
- ix. Description of the intended system and format for monitoring projects through applicable period, including:
- listing of staff responsible for monitoring duties
 - procedures for monitoring HOME rents, eligible residents, resale by homeowner
 - properties, Fair Housing and Equal Opportunity, and property standards
 - procedures for notifying HOME recipients about monitoring schedules
 - steps and recourse that can be taken to ensure compliance by recipients HOME funds.
- x. Enter into HOME Written Agreements, administer, and monitor activities of sub-recipients who have contracted with a Member to deliver a specific HOME program, including Members acting as Subrecipient Administrators.
- xi. Prepare and submit HOME performance reports for Consortium activities.

c. Member Responsibilities. Each Member shall be specifically responsible for the following:

- i. To supply to the Lead Entity, within 14 days after request, copies of all documents which the Lead Entity is required to submit to HUD, including, but not limited to, the Member's housing CPS and Annual Action Plan.
- ii. To supply to the Lead Entity a written description(s) of their HOME program(s) prior to contracting with another entity to deliver the program(s). Lead Entity retains final approval and contracting authority. Descriptions should include:
- copies of program description
 - listing of responsible staff for each step in the delivery of the program
 - methods of affirmative marketing
 - methods of procurement
 - steps taken and standards imposed for the application and review process leading to the award of funds
 - to utilize Consortium approved forms, policies, and procedures.

- iii. To affirmatively further fair housing in their jurisdictions. Such actions may include planning, education, outreach, and enforcement activities.
 - iv. Quarterly and annual performance reports regarding HOME activities.
 - v. Other documents as required by separate HOME written agreements governing relationship between the Lead Entity and Members acting as Subrecipient Administrators.
- d. **Allocation of HOME Funds.** HOME funds will be allocated between the Members in the following manner:
 - i. Ten percent (10%) of the overall allocation, or a higher amount if allowed by the HOME program, will remain with the Lead Entity for administrative costs.
 - ii. Fifteen percent (15%) of the overall allocation will remain with the Lead Entity to be utilized for CHDO Set-Aside activities. CHDO projects will be identified by Members on a rotating basis, as described in section 4.f below.
 - iii. The remaining balance of the overall allocation shall be invested in down payment assistance and affordable housing development. These funds shall be divided among Members based on the HOME Program's formula for weighting allocations, described in the HOME Final Rule at 24 CFR Part 92.50, c (1-6).

 Each member is entitled to plan for the expenditure of funds in an amount equal to their share of the HOME grant award, as is determined during each fiscal year of this agreement. Members may choose to pool their funds to collaborate in funding projects or activities or may choose to pursue projects independently as current housing needs change and opportunities arise.

 If desired and applicable, the Cities of Kennewick and Pasco may serve as Subrecipient Administrators to the Lead Entity to oversee investment of their respective portion of HOME funds in down payment assistance and/or affordable housing development.
- e. **Funding Timelines.** Any HOME funds set aside for a Member and not committed to a project within 18 months, or expended within 42 months of the award of HOME funds to the Tri-Cities HOME Consortium, will be made available to other projects across the Consortium. Reallocation will be executed by the Lead Entity with written notification of affected member(s). Members are aware that if funds are not committed and expended according to effective HUD deadlines, that HUD will recapture the funds. Such a recapture will reduce the availability of funds for that individual member by the amount determined by HUD to be in non-compliance.
- f. **CHDO Set Aside.** Fifteen percent (15%) of the overall allocation will remain with the Lead Entity to be utilized for CHDO Set-Aside activities. Members will work together to identify CHDO projects, and funding will be based primarily on community impact, developer capacity, project feasibility, and readiness to proceed. Members will aim to rotate the location of CHDO projects when possible. After Members identify CHDO project(s), the Lead Entity will perform required administrative duties to assess, approve, and fund projects.
- g. **Program Income.** Program income must be remitted to the Lead Entity within 30 days of receipt. HOME Program Income, as defined in federal regulations, generated by a Member shall be added to the amount of HOME funds constituting the Member's share as defined in *Section 4.d.iii: Allocation of HOME Funds* above, and the approved Annual Action Plan. At the Member's option the allowable percentage of program income may

be used by individual member to be applied towards eligible and allowable administrative costs incurred by the Member. Administrative costs over the allowable percentage are the responsibility of the member. Each Member acting as a Subrecipient Administrator will be responsible for providing a recap of expenditures, and other documentation as may be requested by the Lead Entity, within 30 days to the Lead Entity and will submit to Lead Entity any interest earned on the retained HOME dollars.

- h. **Administrative Costs.** Each Member will be independently responsible for any administrative costs each incurs associated with the 1) development and implementation of the CPS, 2) the annual re-examination of needs prior to setting each year's Action Plan, and 3) the awarding of HOME program funds to sub-recipients, CHDOs, and/or other developers.

- i. **HOME Match.** Each member is responsible for tracking & reporting HOME Match for the projects they fund, implement and/or oversee.

Should the Consortium's accrued Match balance fall below one full year's Match obligation, each Member shall be responsible for generating the required match based on their share of HOME funds. If the Match cannot be supplied by the responsible Member, then HOME funds and associated match obligation may be transferred to another Member by Lead Entity. If a member fails to supply sufficient match, their share of HOME funding may be reduced commensurate with the match deficiency, as delineated in any related Subrecipient Agreements.

- j. **Repayment of HOME Funds.** The Lead Entity has the responsibility to repay any HOME funds to the HOME Investment Trust Account that HUD determines were not used in accordance with the HOME regulations. To the extent a Member acting as Subrecipient Administrator, was the entity that did not use the funds in compliance with regulations, then upon the repayment of funds by the Lead Entity, the above said Member will immediately reimburse the Lead Entity. To the extent that a sub-recipient or CHDO with the entity did not use the funds in compliance with regulations, then the sub-recipient will be responsible for reimbursing the Lead Entity.

Should any member fail to meet any of the obligations or exceed any of the limitations described herein or as provided in written agreements, and should such failure jeopardize compliance of the Consortium as a whole, the Lead Entity has final control over re-distribution of funds among members in order to insure that all grant requirements are met.

- k. **Reporting & Records.** Each member agrees to immediately make available to the Lead Entity upon request, all records and access concerning the activities carried out under this agreement for inspection by the Lead Entity, State or Federal Officials.

- l. **Expiration.** Upon failure to renew this Cooperative Agreement or extend its term as defined in Section 6.a., the balance of funds, which have not been committed, will be returned to HUD for reallocation. Committed but incomplete projects and activities will be completed by the respective Member who, acting as a Subrecipient Administrator, initiated such project or activity.

- m. **Long-Term HOME Requirements.** Members acknowledge they each may have obligations to abide by HOME requirements throughout a project's long-term period of affordability that may extend well beyond the expiration of this Cooperative Agreement. The Lead Entity is responsible for long-term requirement per HOME regulations, and Subrecipient

Administrators will be responsible as delineated in their individual HOME written agreements with the Lead Entity.

SECTION 5: DISTRIBUTION OF FUNDS

The Lead Entity shall issue a Notification of Fund Availability (NOFA) indicating the amount of funds available to each Member no later than 30 calendar days from notification by HUD that HOME funds have been awarded to the consortium. An activity shall be considered eligible if it conforms to the requirements of CFR Title 24, Part 92.

SECTION 6: TERM OF THE COOPERATIVE AGREEMENT

- a. The Members agree that the term of this Cooperative Agreement is the length of time necessary to carry out all activities that will be funded from funds awarded for three federal fiscal years [NEW YEARS]. Program year start date for the Consortium is January 1.
- b. The Members also agree that they will remain Members of the Tri-Cities HOME Consortium for the entire period.
- c. This Cooperative Agreement provides for automatic renewals of participation in successive three-year qualification periods, per Section 2.e: General Provisions of this Agreement.

SECTION 7: ADMINISTRATIVE FEES

The HOME Consortium will retain ten (10) percent of the grant or the maximum allowed by the program regulations for administration and management of the HOME program. The Lead Entity will oversee an annual process to budget administrative fees. Only costs associated with the management and administration of the HOME program may be charged against HOME administrative allocations. Program income generated by other member programs will not be included in the 10% calculation unless agreed upon by the respective Member.

SECTION 8: AMENDMENTS

Amendment to the Cooperative Agreement for the Tri-City HOME Consortium shall be by unanimous agreement of the Members. This includes an amendment to add new Consortium Members. Members agree to jointly develop amendment language for approval by the respective Member's City Council.

SECTION 9: POSTING OF DOCUMENT

Upon execution of this document by the entities involved and approval by HUD, this document shall be posted on the Lead Entity's website for purposes of meeting the recording requirements of RCW 39.34 Interlocal Cooperation Act.

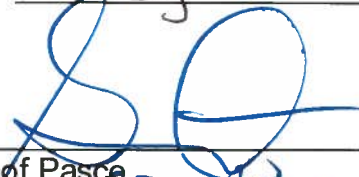
COOPERATIVE AGREEMENT SIGNATURE PAGE
THE TRI-CITIES HOME CONSORTIUM



City of Kennewick
Title: Mayor

6.19.13

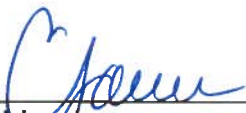
Date



City of Pasco
Title: City Mgr

6/19/2013

Date



City of Richland
Title: City Manager

6.21.13

Date

APPROVED AS TO FORM:



Thomas O. Lampson, City Attorney, City of Richland

6/20/13

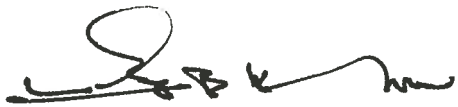
Date



Lisa Beaton, City Attorney, City of Kennewick

6.19.13

Date



Leland B. Kerr, City Attorney, City of Pasco

6/19/2013

Date



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 84-17, Authorizing an Agreed Order with the Washington State Department of Ecology

Department:
Public Works

Ordinance/Resolution Number:
84-17

Document Type:
Resolution

Recommended Motion:

Approve Resolution No. 84-17, authorizing the City Manager to execute the proposed Agreed Order with the Washington State Department of Ecology for site characterization work at the Horn Rapids Landfill.

Summary:

The Washington State Department of Ecology (DOE) has determined that the City's Horn Rapids Landfill has released volatile organic chemicals into the groundwater beneath the landfill. The City, as the owner-operator of the landfill, is responsible for characterizing the effect of the released chemicals and remediating its impact. For approximately the past fifteen years, the City has addressed its responsibilities voluntarily and independent of DOE enforcement. The City's completed efforts include a complete site assessment in 2004 or 2005, and implementation of a remedial action plan in 2011.

Ongoing site monitoring indicates that contaminants continue to migrate to and beyond the landfill site boundary. This requires the City to update its site characterization and reevaluate the remedial action plan. Staff analysis indicates that performing this additional work independently is likely to result in a larger financial burden to the City than doing the work under an Agreed Order with DOE. There are two factors driving staff's conclusion: 1) the Agreed Order, as a DOE enforcement action, enables the City to activate insurance coverage for its costs; and 2) the Agreed Order makes the City's costs eligible for State participation through the Local Toxics Account. An independent compliance strategy would not leverage either of the two factors above, leaving the City to fund the work entirely with local resources.

Staff and a consultant team of specialized legal counsel and experienced environmental engineers negotiated the terms of the Agreed Order to the City's best advantage. Specifically, the proposed Agreed Order includes a pre-approved scope of work that reduces the City's exposure to expansions of the City's responsibilities at the whim of Ecology regulators. Further, the proposed Agreed Order fully vets the eligibility of the City's past remedial action for State reimbursement. Staff recommends approval of the proposed Agreed Order.

Fiscal Impact:

The City's consultant team estimates the cost of the work included in the Agreed Order to be approximately \$310,000. These costs will be spread over a two year period after execution of the Order. Costs anticipated for 2017 are included in the 2017 budget. Staff believes that the majority of these costs will be recoverable from the City's insurance carriers and/or the Washington State Local Toxics Account.

Attachments:

1. Res. No. 84-17, Horn Rapids Landfill Agreed Order
2. Agreed Order

RESOLUTION NO. 84-17

A RESOLUTION of the City of Richland authorizing execution of an Agreed Order with the Washington State Department of Ecology for environmental remediation investigation work at the Horn Rapids Landfill.

WHEREAS, the City of Richland's Horn Rapids Landfill has been in operation since the 1970s; and

WHEREAS, since the late 1990s, the City has been aware of contaminants in the groundwater beneath the landfill; and

WHEREAS, State and federal law hold property owners responsible for investigation and remediation of environmental contamination occurring on their property; and

WHEREAS, Chapter 70.105D RCW, Hazardous Waste Cleanup - Model Toxics Control Act (MTCA), is Washington State's law guiding environmental remediation; and

WHEREAS, MTCA empowers the Washington State Department of Ecology to take enforcement actions against property owners to effect compliance with the law; and

WHEREAS, since the 1990s, the City has voluntarily and independently pursued compliance with MTCA while keeping the Department of Ecology informed of its action and progress; and

WHEREAS, the City's compliance activities have included full characterization of the contamination and implementation of a remedial action plan designed to intercept and control the contamination; and

WHEREAS, in recent years, landfill site monitoring has indicated the continued migration of contaminants beyond the limits of the existing monitoring system; and

WHEREAS, under MTCA, this recent contaminant migration information requires additional site characterization work; and

WHEREAS, the Department of Ecology wishes to advance the additional site characterization work under the direction of an Agreed Order as defined in MTCA; and

WHEREAS, City staff, technical consultants and legal counsel have negotiated the terms of Agreed Order No. DE 13717 to the City's best advantage, including documenting eligibility of the City's past expenses for State grant funding and rigorously defining the scope of the investigative work; and

WHEREAS, City staff and legal counsel recommend entering into Agreed Order No. DE 13717 with the Washington State Department of Ecology.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute Agreed Order No. 13717 with the Washington State Department of Ecology for remedial investigation work at the Horn Rapids Landfill.

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 2nd day of May, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY**

In the Matter of Remedial Action by:

The City of Richland

AGREED ORDER

No. DE 13717

TO:

Ms. Heather Kintzley,
Richland City Attorney
975 George Washington Way,
Richland, WA 99352

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EXHIBIT A	Site Location Diagram
EXHIBIT B	Schedule

EXHIBIT C

Remedial Investigation (RI) Work Plan

I. INTRODUCTION

The mutual objective of the State of Washington, Department of Ecology (Ecology) and the City of Richland (City) under this Agreed Order (Order) is to provide for remedial action at a facility where there has been a release or threatened release of hazardous substances. This Order requires the City to conduct a Remedial Investigation to determine the nature and extent of contamination and to prepare and submit a Remedial Investigation and Feasibility Study (RI/FS) Report. Ecology believes the actions required by this Order are in the public interest.

II. JURISDICTION

This Agreed Order is issued pursuant to the Model Toxics Control Act (MTCA), RCW 70.105D.050(1).

III. PARTIES BOUND

This Agreed Order shall apply to and be binding upon the Parties to this Order, their successors and assigns. The undersigned representative of each party hereby certifies that he or she is fully authorized to enter into this Order and to execute and legally bind such party to comply with this Order. The City agrees to undertake all actions required by the terms and conditions of this Order. No change in ownership or corporate status shall alter the City's responsibility under this Order. The City shall provide a copy of this Order to all agents, contractors, and subcontractors retained to perform work required by this Order, and shall ensure that all work undertaken by such agents, contractors, and subcontractors complies with this Order.

IV. DEFINITIONS

Unless otherwise specified herein, the definitions set forth in RCW 70.105D and WAC 173-340 shall control the meanings of the terms in this Order.

A. Site: The Site is referred to as the Richland Horn Rapids Landfill. The Site constitutes a facility under RCW 70.105D.020(8). The Site is defined by where a hazardous substance, other than a consumer product in consumer use, has been deposited, stored, disposed of, placed, or otherwise come to be located. Based upon factors currently known to Ecology, the

Site is generally located at 3102 Twin Bridges Road, Richland, WA, 99352, as shown in the Site Location Diagram (Exhibit A).

B. Parties: Refers to the State of Washington, Department of Ecology (Ecology) and the City of Richland (City).

C. Potentially Liable Person (PLP): Refers to the City.

D. Agreed Order or Order: Refers to this Order and each of the exhibits to this Order. All exhibits are integral and enforceable parts of this Order. The terms “Agreed Order” or “Order” shall include all exhibits to this Order.

V. FINDINGS OF FACT

Ecology makes the following findings of fact, without any express or implied admissions of such facts by the City:

- A. The Site is generally located at 3102 Twin Bridges Road, Richland, WA, 99352, Benton County Assessor’s Parcel Number 117083000001001. The Site as depicted in Exhibit A is owned by the City.
- B. The City of Richland Public Works Department operates a 46-acre municipal solid waste landfill at the Site (Landfill). The Landfill began receiving waste in 1974. The Landfill is permitted by Benton-Franklin Health District (Permit no. BFHD 16-17 MSWLF).
- C. In 1987, the City installed four groundwater monitoring wells (MW-1, MW-2, MW-3, and MW-4) at the Site. MW-1 was installed upgradient from the Landfill, along the western boundary of the Landfill. MW-2, MW-3, and MW-4 were installed approximately 2,800 feet downgradient from the Landfill, along the eastern boundary of the Landfill. The City began conducting groundwater monitoring pursuant to WAC 173-304-490.
- D. In 1998, the City installed two additional groundwater monitoring wells (MW-5, MW-6) along the eastern boundary of the Landfill. Groundwater contamination was identified in both wells, and the City continued conducting groundwater monitoring. Contaminants present in the wells above the WAC 173-200-040 Groundwater Quality Criteria include

the following volatile organic compounds (VOCs): perchloroethylene (PCE), trichloroethene (TCE), and vinyl chloride (VC).

- E. On May 18, 1999, Benton-Franklin Health District (BFHD) approved the *Closure and Post-Closure Plan for the Horn Rapids Landfill* that was prepared by EMCON for the City of Richland (Landfill Closure Plan).
- F. By letter dated February 18, 2000, the City notified BFHD and Ecology that statistically significant increases in groundwater contaminants were confirmed during monitoring activities and that the increase in concentration would be addressed through a formal corrective action process under MTCA.
- G. Ecology sent the City an Early Notice letter on March 6, 2000. The Richland Horn Rapids Landfill was placed on Ecology's Known or Suspected Contaminated Sites list for groundwater contamination. (Facility/Site No. 308)
- H. The City chose to conduct a MTCA independent cleanup of the groundwater by performing a remedial investigation and feasibility study. The City submitted to Ecology the *Horn Rapids Landfill Remedial Investigation Work Plan* dated November 8, 2000.
 - a. In January 2001, as part of the initial remedial investigation, the City installed four groundwater monitoring wells (MW-7, MW-8, MW-9, MW-10). MW-7 was installed on the northern boundary of the Landfill; MW-8 and MW-9 were installed along the southern boundary of the Site; and MW-10 was installed along the eastern boundary of the Landfill. Groundwater contamination was detected in all four of these wells and was above Groundwater Quality Criteria in all wells except MW-8. No additional wells have been installed to establish the full nature and extent of contamination at the Site.
 - b. In May 2010, the City installed an additional upgradient groundwater monitoring well (MW-11) to provide background groundwater quality data.
 - c. *Phase 2 Remedial Investigation Report, Horn Rapids Landfill, Richland WA*, dated April 2, 2004, was prepared for the City by Shaw Environmental &

Infrastructure, Inc. (Shaw) and submitted to Ecology. In August 2003, Shaw installed a nested gas probe near MW-6 along the eastern boundary of the Landfill to determine if landfill gas was impacting groundwater quality. The report concluded that landfill gas was likely impacting groundwater quality and recommended performing a pilot landfill gas extraction test.

- d. In August 2004, Shaw conducted a pilot scale landfill gas extraction test at the Landfill. Shaw's May 25, 2005 letter report concluded that the test was effective at removing VOCs from the subsurface before gas migrates and impacts groundwater.
- I. The City chose to close the west 18 acres of the Landfill and construct the Site's Landfill Gas Control System (LFGCS) as an independent remedial action under MTCA.
 - a. In August 2005, Parametrix prepared for the City a *Draft Horn Rapids Landfill, Landfill Gas Control System (LFGCS), Preliminary Design, Technical Memorandum*. This memorandum presents the design and cost of constructing a LFGCS in 2005 dollars.
 - b. In August 2006, the City submitted an Addendum to the Landfill Closure Plan. BFHD approved the revised Landfill Closure Plan in September 2006.
 - c. On December 3, 2008, the City submitted a second revised Landfill Closure Plan that incorporated the revisions requested by Ecology. Additional comments were provided by BFHD and Ecology on March 9, 2009, and Parametrix responded on April 1, 2009.
 - d. The LFGCS is being implemented in two phases as part of Landfill closure.
 - i. Phase 1: In 2011, the western portion of the permitted area of the landfill was closed as described in *Horn Rapids Landfill Contract Documents and Specifications, Phase 1 Closure Project Contract SB 11-01PW, and Horn Rapids Landfill Phase 1 Closure Construction Quality Assurance Report*,

reports prepared by Parametrix for the City. The City has continuously operated the LFGCS since September 2011. The system has successfully reduced the landfill gas source of contamination along the southern boundary.

- ii. Phase 2: The eastern portion of the permitted area is currently being filled to grade, and closure is expected to occur in 2020. The combination of the landfill cover system and the LFGCS are expected to reduce volatile organic compounds and other inorganic parameters in groundwater.

J. The *Horn Rapids Landfill Environmental Monitoring Report* for 2015, dated March 2016, identifies the following VOCs as still present in groundwater wells located downgradient of the Landfill in concentrations above Groundwater Quality Standards (WAC 173-200): 1,1-Dichloroethane; 1,2-Dichloroethane; PCE; TCE; and VC. Cleanup levels for the Site have not been selected.

VI. ECOLOGY DETERMINATIONS

Ecology makes the following determinations, without any express or implied admissions of such determinations (and underlying facts) by the City.

A. The City is an “owner or operator” as defined in RCW 70.105D.020(22) of a “facility” as defined in RCW 70.105D.020(8).

B. Based upon all factors known to Ecology, a “release” or “threatened release” of “hazardous substance(s)” as defined in RCW 70.105D.020(32) and (13), respectively, has occurred at the Site.

C. Based upon credible evidence, Ecology issued a PLP status letter to the City dated March 22, 2016, pursuant to RCW 70.105D.040, .020(26), and WAC 173-340-500. By letter dated April 19, 2016, the City voluntarily waived its rights to notice and comment and accepted Ecology’s determination that the City is a PLP under RCW 70.105D.040.

D. Pursuant to RCW 70.105D.030(1) and .050(1), Ecology may require PLPs to investigate or conduct other remedial actions with respect to any release or threatened release of hazardous substances, whenever it believes such action to be in the public interest. Based on the foregoing facts, Ecology believes the remedial actions required by this Order are in the public interest.

E. Under WAC 173-340-430, an interim action is a remedial action that is technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance, that corrects a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed, or that is needed to provide for completion of a site hazard assessment, RI/FS, or design of a cleanup action plan. Either party may propose an interim action under this Order. If the Parties are in agreement concerning the interim action, the Parties will follow the process in Section VII.E. If the Parties are not in agreement, Ecology reserves its authority to require interim action(s) under a separate order or other enforcement action under RCW 70.105D, or to undertake the interim action itself.

F. Ecology hereby incorporates into this Order the previous independent remedial actions described in Sections V.H and V.I (Findings of Fact). With regards to the costs incurred by the City in performing these independent remedial actions, Ecology has determined that (1) the work performed complies with the substantive requirements of WAC chapter 173-340; (2) the work performed is consistent with the remedial actions required under this Order; and (3) the City's retroactive costs are eligible for partial reimbursement under WAC 173-322A-320(6). Reimbursement of the City's retroactive costs will be contingent upon Ecology's funding capacity and the competitive allocation of funds. The costs associated with Ecology's determination of the City's eligibility for partial reimbursement under WAC 173-322A-320(6) are recoverable under this Order and are included in the sum described below in Section VIII.A.

VII. WORK TO BE PERFORMED

Based on the Findings of Fact and Ecology Determinations, it is hereby ordered that the City take the following remedial actions at the Site and that these actions be conducted in accordance with WAC 173-340 unless otherwise specifically provided for herein:

A. The City has prepared a Remedial Investigation (RI) Work Plan to identify the nature and extent of groundwater contamination at the southern and southeastern boundaries of the Site. The RI Work Plan was approved by Ecology [by letter dated MONTH XX, 2016] and is attached as Exhibit C to this Order. The RI Work Plan includes a sampling and analysis plan, quality assurance/quality control (QA/QC) plan, and health and safety plan. The RI Work Plan also includes a reporting mechanism to inform Ecology of analytical results to ensure Ecology agrees with each subsequent characterization step.

B. The City will also prepare a Remedial Investigation and Feasibility Study (RI/FS) Report. The Draft RI/FS Report will be submitted to Ecology within 90 days of field work completion. A Final RI/FS Report will be submitted to Ecology within 90 days of the City's receipt of Ecology's comments.

C. All plans or other deliverables submitted by the City for Ecology's review and approval under the Schedule (Exhibit B) shall, upon Ecology's approval, become integral and enforceable parts of this Order.

D. If the Parties agree on an interim action under Section VI.E, the City shall prepare and submit to Ecology an Interim Action Work Plan, including a scope of work and schedule, by the date determined by Ecology. Ecology will provide public notice and opportunity to comment on the Interim Action Work Plan in accordance with WAC 173-340-600(16). The City shall not conduct the interim action until Ecology approves the Interim Action Work Plan. Upon approval by Ecology, the Interim Action Work Plan becomes an integral and enforceable part of this Order, and the City is required to conduct the interim action in accordance with the approved Interim Action Work Plan.

E. If Ecology determines that the City has failed to make sufficient progress or failed to implement the remedial action, in whole or in part, Ecology may, after notice to the City, perform any or all portions of the remedial action or at Ecology's discretion allow the City opportunity to correct. The City shall reimburse Ecology for the costs of doing such work in accordance with Section VIII.A (Remedial Action Costs). Ecology reserves the right to enforce requirements of this Order under Section X (Enforcement).

F. Except where necessary to abate an emergency situation, the City shall not perform any remedial actions at the Site outside those remedial actions required by this Order, unless Ecology concurs, in writing, with such additional remedial actions.

VIII. TERMS AND CONDITIONS

A. Payment of Remedial Action Costs

The City shall pay to Ecology costs incurred by Ecology pursuant to this Order and consistent with WAC 173-340-550(2). These costs shall include work performed by Ecology or its contractors for, or on, the Site under RCW 70.105D, including remedial actions and Order preparation, negotiation, oversight, and administration. These costs shall include work performed both prior to and subsequent to the issuance of this Order. Ecology's costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2). Ecology has accumulated \$2,508 in remedial action costs related to this Site as of August 31, 2016. For all Ecology costs incurred, the City shall pay the required amount within thirty (30) days of receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved staff members on the project. A general statement of work performed will be provided upon request. Itemized statements shall be prepared quarterly. Pursuant to WAC 173-340-550(4), failure to pay Ecology's costs within ninety (90) days of receipt of the itemized statement of costs will result in interest charges at the rate of twelve percent (12%) per annum, compounded monthly.

In addition to other available relief, pursuant to RCW 19.16.500, Ecology may utilize a collection agency and/or, pursuant to RCW 70.105D.055, file a lien against real property subject to the remedial actions to recover unreimbursed remedial action costs.

B. Designated Project Coordinators

The project coordinator for Ecology is:

Patricia Shanley
1250 West Alder St., Union Gap, WA 98903
(509) 454-7293

The project coordinator for the City is:

Pete Rogalsky
City of Richland, Public Works Department
840 Northgate Drive
Richland WA 99352
Phone (509) 942-7500

Each project coordinator shall be responsible for overseeing the implementation of this Order. Ecology's project coordinator will be Ecology's designated representative for the Site. To the maximum extent possible, communications between Ecology and the City, and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order shall be directed through the project coordinators. The project coordinators may designate, in writing, working level staff contacts for all or portions of the implementation of the work to be performed required by this Order.

Any party may change its respective project coordinator. Written notification shall be given to the other party at least ten (10) calendar days prior to the change.

C. Performance

All geologic and hydrogeologic work performed pursuant to this Order shall be under the supervision and direction of a geologist or hydrogeologist licensed by the State of Washington or under the direct supervision of an engineer registered by the State of Washington, except as otherwise provided for by RCW 18.43 and 18.220.

All engineering work performed pursuant to this Order shall be under the direct supervision of a professional engineer registered by the State of Washington, except as otherwise provided for by RCW 18.43.130.

All construction work performed pursuant to this Order shall be under the direct supervision of a professional engineer or a qualified technician under the direct supervision of a professional engineer. The professional engineer must be registered by the State of Washington, except as otherwise provided for by RCW 18.43.130.

Any documents submitted containing geologic, hydrologic, or engineering work shall be under the seal of an appropriately licensed professional as required by RCW 18.43 and 18.220.

The City shall notify Ecology in writing of the identity of any engineer(s) and geologist(s), contractor(s) and subcontractor(s), and others to be used in carrying out the terms of this Order, in advance of their involvement at the Site.

D. Access

Ecology or any Ecology authorized representative shall have access to enter and freely move about all property at the Site that the City either owns, controls, or has access rights to at all reasonable times for the purposes of, *inter alia*: inspecting records, operation logs, and contracts related to the work being performed pursuant to this Order; reviewing the City's progress in carrying out the terms of this Order; conducting such tests or collecting such samples as Ecology may deem necessary; using a camera, sound recording, or other documentary type equipment to record work done pursuant to this Order; and verifying the data submitted to Ecology by the City. The City shall make all reasonable efforts to secure access rights for those properties within the Site not owned or controlled by the City where remedial activities or investigations will be performed pursuant to this Order. Ecology or any Ecology authorized representative shall give reasonable notice before entering any Site property owned or controlled by the City unless an emergency prevents such notice. All persons who access the Site pursuant to this section shall comply with any applicable health and safety plan(s). Ecology employees and their representatives shall not be required to sign any liability release or waiver as a condition of Site property access.

E. Sampling, Data Submittal, and Availability

With respect to the implementation of this Order, the City shall make the results of all sampling, laboratory reports, and/or test results generated by it or on its behalf available to Ecology. Pursuant to WAC 173-340-840(5), all sampling data shall be submitted to Ecology in both printed and electronic formats in accordance with Section VII (Work to be Performed), Ecology's Toxics Cleanup Program Policy 840 (Data Submittal Requirements), and/or any subsequent procedures specified by Ecology for data submittal.

If requested by Ecology, the City shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by the City pursuant to implementation of this Order. The City shall notify Ecology seven (7) days in advance of any sample collection or work activity at the Site. Ecology shall, upon request, allow the City and/or its authorized representative to take split or duplicate samples of any samples collected by Ecology pursuant to the implementation of this Order, provided that doing so does not interfere with Ecology's sampling. Without limitation on Ecology's rights under Section VIII.D (Access), Ecology shall notify the City prior to any sample collection activity unless an emergency prevents such notice.

In accordance with WAC 173-340-830(2)(a), all hazardous substance analyses shall be conducted by a laboratory accredited under WAC 173-50 for the specific analyses to be conducted, unless otherwise approved by Ecology.

F. Public Participation

RCW 70.105D.030(2)(a) requires that, at a minimum, this Order be subject to concurrent public notice. Ecology shall be responsible for providing this public notice and reserves the right to modify or withdraw any provisions of this Order should public comment disclose facts or considerations which indicate to Ecology that this Order is inadequate or improper in any respect.

A Public Participation Plan is required for this Site. Ecology shall review any existing Public Participation Plan to determine its continued appropriateness and whether it requires amendment, or if no plan exists, Ecology shall develop a Public Participation Plan alone or in conjunction with the City.

Ecology shall maintain the responsibility for public participation at the Site. However, the City shall cooperate with Ecology, and shall:

1. If agreed to by Ecology, develop appropriate mailing lists and prepare drafts of public notices and fact sheets at important stages of the remedial action, such as the submission of work plans, RI/FS reports, cleanup action plans, and engineering design reports. As appropriate, Ecology will edit, finalize, and distribute such fact sheets and prepare and distribute public notices of Ecology's presentations and meetings.

2. Notify Ecology's project coordinator prior to the preparation of all press releases and fact sheets, and before meetings related to remedial action work to be performed at the Site with the interested public and/or local governments. Likewise, Ecology shall notify the City prior to the issuance of all press releases and fact sheets related to the Site, and before meetings related to the Site with the interested public and/or local governments. For all press releases, fact sheets, meetings, and other outreach efforts by the City that do not receive prior Ecology approval, the City shall clearly indicate to its audience that the press release, fact sheet, meeting, or other outreach effort was not sponsored or endorsed by Ecology.

3. When requested by Ecology, participate in public presentations on the progress of the remedial action at the Site. Participation may be through attendance at public meetings to assist in answering questions or as a presenter.

4. When requested by Ecology, arrange and/or continue information repositories to be located at the following locations:

- a. [Benton Franklin Health District]
[Address of location]
- b. [Richland Public Library]
955 Northgate Drive, Richland WA 99352

At a minimum, copies of all public notices, fact sheets, and documents relating to public comment periods shall be promptly placed in these repositories. A copy of all documents related to this Site

shall be maintained in the repository at Ecology's Central Regional Office in Union Gap, Washington.

G. Retention of Records

During the pendency of this Order, and for ten (10) years from the date of completion of work performed pursuant to this Order, the City shall preserve all records, reports, documents, and underlying data in its possession relevant to the implementation of this Order and shall insert a similar record retention requirement into all contracts with project contractors and subcontractors. Upon request of Ecology, the City shall make all records available to Ecology and allow access for review within a reasonable time.

Nothing in this Order is intended to waive any right the City may have under applicable law to limit disclosure of documents protected by the attorney work-product privilege and/or the attorney-client privilege. If the City withholds any requested records based on an assertion of privilege, the City shall provide Ecology with a privilege log specifying the records withheld and the applicable privilege. No Site-related data collected pursuant to this Order shall be considered privileged.

H. Resolution of Disputes

1. In the event that the City elects to invoke dispute resolution the City must utilize the procedure set forth below.

a. Upon the triggering event (receipt of Ecology's project coordinator's written decision or an itemized billing statement), the City has fourteen (14) calendar days within which to notify Ecology's project coordinator in writing of its dispute (Informal Dispute Notice).

b. The Parties' project coordinators shall then confer in an effort to resolve the dispute informally. The parties shall informally confer for up to fourteen (14) calendar days from receipt of the Informal Dispute Notice. If the project coordinators cannot resolve the dispute within those 14 calendar days, then within seven (7) calendar days Ecology's project coordinator shall issue a written decision (Informal Dispute Decision) stating: the

nature of the dispute; the City's position with regards to the dispute; Ecology's position with regards to the dispute; and the extent of resolution reached by informal discussion.

c. The City may then request regional management review of the dispute. This request (Formal Dispute Notice) must be submitted in writing to the CRO Region Waste 2 Resources Section Manager within seven (7) calendar days of receipt of Ecology's Informal Dispute Decision. The Formal Dispute Notice shall include a written statement of dispute setting forth: the nature of the dispute; the disputing Party's position with respect to the dispute; and the information relied upon to support its position.

d. The Section Manager shall conduct a review of the dispute and shall issue a written decision regarding the dispute (Decision on Dispute) within thirty (30) calendar days of receipt of the Formal Dispute Notice. The Decision on Dispute shall be Ecology's final decision on the disputed matter.

2. The Parties agree to only utilize the dispute resolution process in good faith and agree to expedite, to the extent possible, the dispute resolution process whenever it is used.

3. Implementation of these dispute resolution procedures shall not provide a basis for delay of any activities required in this Order, unless Ecology agrees in writing to a schedule extension.

4. In case of a dispute, failure to either proceed with the work required by this Order or timely invoke dispute resolution may result in Ecology's determination that insufficient progress is being made in preparation of a deliverable, and may result in Ecology undertaking the work under Section VII (Work to be Performed) or initiating enforcement under Section X (Enforcement).

I. Extension of Schedule

1. The City's request for an extension of schedule shall be granted only when a request for an extension is submitted in a timely fashion, generally at least thirty (30) days prior to expiration of the deadline for which the extension is requested, and good cause exists for granting the extension. All extensions shall be requested in writing. The request shall specify:

- a. The deadline that is sought to be extended;
- b. The length of the extension sought;
- c. The reason(s) for the extension; and
- d. Any related deadline or schedule that would be affected if the extension were granted.

2. The burden shall be on the City to demonstrate to the satisfaction of Ecology that the request for such extension has been submitted in a timely fashion and that good cause exists for granting the extension. Good cause may include, but may not be limited to:

- a. Circumstances beyond the reasonable control and despite the due diligence of the City including delays caused by unrelated third parties or Ecology, such as (but not limited to) delays by Ecology in reviewing, approving, or modifying documents submitted by the City;
- b. Acts of God, including fire, flood, blizzard, extreme temperatures, storm, or other unavoidable casualty; or
- c. Endangerment as described in Section VIII.K (Endangerment).

However, neither increased costs of performance of the terms of this Order nor changed economic circumstances shall be considered circumstances beyond the reasonable control of the City.

3. Ecology shall act upon any written request for extension in a timely fashion. Ecology shall give the City written notification of any extensions granted pursuant to this Order. A requested extension shall not be effective until approved by Ecology. Unless the extension is a substantial change, it shall not be necessary to amend this Order pursuant to Section VIII.J (Amendment of Order) when a schedule extension is granted.

4. An extension shall only be granted for such period of time as Ecology determines is reasonable under the circumstances. Ecology may grant schedule extensions exceeding ninety (90) days only as a result of:

- a. Delays in the issuance of a necessary permit which was applied for in a timely manner;

- b. Other circumstances deemed exceptional or extraordinary by Ecology; or
- c. Endangerment as described in Section VIII.K (Endangerment).

J. Amendment of Order

The project coordinators may verbally agree to minor changes to the work to be performed without formally amending this Order. Minor changes will be documented in writing by Ecology within seven (7) days of verbal agreement.

Except as provided in Section VIII.L (Reservation of Rights), substantial changes to the work to be performed shall require formal amendment of this Order. This Order may only be formally amended by the written consent of both Ecology and the City. Ecology will provide its consent to a formal amendment only after public notice and opportunity to comment on the formal amendment.

When requesting a change to the Order, the City shall submit a written request to Ecology for approval. Ecology shall indicate its approval or disapproval in writing and in a timely manner after the written request is received. If the change is a substantial, then the Order must be formally amended. Reasons for the disapproval of a proposed change to this Order shall be stated in writing. If Ecology does not agree to a proposed change, the disagreement may be addressed through the dispute resolution procedures described in Section VIII.H (Resolution of Disputes).

K. Endangerment

In the event Ecology determines that any activity being performed at the Site under this Order is creating or has the potential to create a danger to human health or the environment on or surrounding the Site, Ecology may direct the City to cease such activities for such period of time as it deems necessary to abate the danger. The City shall immediately comply with such direction.

In the event the City determines that any activity being performed at the Site under this Order is creating or has the potential to create a danger to human health or the environment, the City may cease such activities. The City shall notify Ecology's project coordinator as soon as possible, but no later than twenty-four (24) hours after making such determination or ceasing such activities. Upon Ecology's direction, the City shall provide Ecology with documentation of the

basis for the determination or cessation of such activities. If Ecology disagrees with the City's cessation of activities, it may direct the City to resume such activities.

If Ecology concurs with or orders a work stoppage pursuant to this section, the City's obligations with respect to the ceased activities shall be suspended until Ecology determines the danger is abated, and the time for performance of such activities, as well as the time for any other work dependent upon such activities, shall be extended in accordance with Section VIII.I (Extension of Schedule) for such period of time as Ecology determines is reasonable under the circumstances.

Nothing in this Order shall limit the authority of Ecology, its employees, agents, or contractors to take or require appropriate action in the event of an emergency.

L. Reservation of Rights

This Order is not a settlement under RCW 70.105D. Ecology's signature on this Order in no way constitutes a covenant not to sue or a compromise of any of Ecology's rights or authority. Ecology will not, however, bring an action against the City to recover remedial action costs paid to and received by Ecology under this Order. In addition, Ecology will not take additional enforcement actions against the City regarding remedial actions required by this Order, provided the City complies with this Order.

Ecology nevertheless reserves its rights under RCW 70.105D, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health and the environment, and to issue orders requiring such remedial actions. Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances at the Site.

By entering into this Order, the City does not admit to any liability for the Site. Although the City is committing to conducting the work required by this Order under the terms of this Order, the City expressly reserves all rights available under law, including but not limited to the right to seek cost recovery or contribution against third parties, and the right to assert any defenses to liability in the event of enforcement.

M. Transfer of Interest in Property

No voluntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the Site shall be consummated by the City without provision for continued implementation of all requirements of this Order and implementation of any remedial actions found to be necessary as a result of this Order.

Prior to the City's transfer of any interest in all or any portion of the Site, and during the effective period of this Order, the City shall provide a copy of this Order to any prospective purchaser, lessee, transferee, assignee, or other successor in said interest; and, at least thirty (30) days prior to any transfer, the City shall notify Ecology of said transfer. Upon transfer of any interest, the City shall notify all transferees of the restrictions on the activities and uses of the property under this Order and incorporate any such use restrictions into the transfer documents.

N. Compliance with Applicable Laws

1. All actions carried out by the City pursuant to this Order shall be done in accordance with all applicable federal, state, and local requirements, including requirements to obtain necessary permits or approvals, except as provided in RCW 70.105D.090. At this time, no federal, state, or local requirements have been identified as being applicable to the actions required by this Order. The City has a continuing obligation to identify additional applicable federal, state, and local requirements which apply to actions carried out pursuant to this Order, and to comply with those requirements. As additional federal, state, and local requirements are identified, Ecology will document in writing if they are applicable to actions carried out pursuant to this Order.

2. All actions carried out by the City pursuant to this Order shall be done in accordance with relevant and appropriate requirements identified by Ecology. At this time, no relevant and appropriate requirements have been identified as being applicable to the actions required by this Order. If additional relevant and appropriate requirements are identified, Ecology will document in writing if they are applicable to actions carried out pursuant to this Order.

3. Pursuant to RCW 70.105D.090(1), the City is exempt from the procedural requirements of RCW 70.94, 70.95, 70.105, 77.55, 90.48, and 90.58 and of any laws requiring or authorizing

local government permits or approvals. However, the City shall comply with the substantive requirements of such permits or approvals. For permits and approvals covered under RCW 70.105D.090(1) which have been issued by local government, the Parties agree that Ecology has the ability under this Order to enforce those local government permits and/or approvals. At this time, no state or local permits or approvals have been identified as being applicable but procedurally exempt under this section.

4. The City has a continuing obligation to determine whether additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Order. In the event either Ecology or the City determines that additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Order, it shall promptly notify the other party of its determination. Ecology shall determine whether Ecology or the City shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, the City shall promptly consult with the appropriate state and/or local agencies and provide Ecology with written documentation from those agencies of the substantive requirements those agencies believe are applicable to the remedial action. Ecology shall make the final determination on the additional substantive requirements that must be met by the City and on how the City must meet those requirements. Ecology shall inform the City in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. The City shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.

Pursuant to RCW 70.105D.090(2), in the event Ecology determines that the exemption from complying with the procedural requirements of the laws referenced in RCW 70.105D.090(1) would result in the loss of approval from a federal agency that is necessary for the state to administer any federal law, the exemption shall not apply and the City shall comply with both the procedural and substantive requirements of the laws referenced in RCW 70.105D.090(1), including any requirements to obtain permits.

O. Indemnification

The City agrees to indemnify and save and hold the State of Washington, its employees, and agents harmless from any and all claims or causes of action (1) for death or injuries to persons, or (2) for loss or damage to property, to the extent arising from or on account of acts or omissions of the City, its officers, employees, agents, or contractors in entering into and implementing this Order. However, the City shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action to the extent arising out of the negligent acts or omissions of the State of Washington, or the employees or agents of the State, in entering into or implementing this Order.

IX. SATISFACTION OF ORDER

The provisions of this Order shall be deemed satisfied upon the City's receipt of written notification from Ecology that the City has completed the remedial activity required by this Order, as amended by any modifications, and that the City has complied with all other provisions of this Agreed Order.

X. ENFORCEMENT

Pursuant to RCW 70.105D.050, this Order may be enforced as follows:

- A. The Attorney General may bring an action to enforce this Order in a state or federal court.
- B. The Attorney General may seek, by filing an action, if necessary, to recover amounts spent by Ecology for investigative and remedial actions and orders related to the Site.
- C. A liable party who refuses, without sufficient cause, to comply with any term of this Order will be liable for:
 - 1. Up to three (3) times the amount of any costs incurred by the State of Washington as a result of its refusal to comply.
 - 2. Civil penalties of up to twenty-five thousand dollars (\$25,000) per day for each day it refuses to comply.

D. This Order is not appealable to the Washington Pollution Control Hearings Board.
This Order may be reviewed only as provided under RCW 70.105D.060.

Effective date of this Order: _____

CITY OF RICHLAND

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CYNTHIA D. REENTS, ICMA-CM
Richland City Manager
Richland, WA

JAMES RIVARD
Section Manager
Waste 2 Resources
Central Regional Office
(509) 457-7123

ATTEST:

MARCIA HOPKINS
Richland City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
Richland City Attorney

EXHIBIT A: Site Location Diagram

EXHIBIT B: Schedule

Draft RI/FS Report	90 days after field work completion
Final RI/FS Report	90 days after review of Ecology comments

EXHIBIT C: Remedial Investigation (RI) Work Plan

Horn Rapids Landfill Remedial Investigation Work Plan

Prepared for
City of Richland Public Works Department



February 2017

Prepared by
Parametrix

Horn Rapids Landfill Remedial Investigation Work Plan

Prepared for

City of Richland Public Works Department



840 Northgate Drive
P.O. Box 190 MS-26
Richland, WA 99352

Prepared by

Parametrix

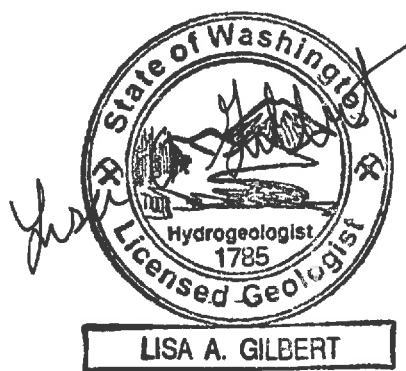
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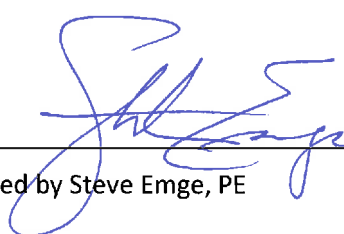
Parametrix. 2017. Horn Rapids Landfill
Remedial Investigation Work Plan. Prepared by Parametrix,
Seattle, WA. February 2017.

CERTIFICATION

The technical material and data contained in this document were prepared under the supervision and direction of the undersigned, whose seal, as a professional hydrogeologist licensed to practice as such, is affixed below.



Prepared by Lisa Gilbert, LHG



Checked by Steve Emge, PE



Approved by Dwight Miller, PE

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ACRONYMS AND ABBREVIATIONS

BFHD	Benton-Franklin Health District
COCs	Chemicals of Concern
City	City of Richland
City Facility	275-acre permitted waste facility, including Landfill
City Property	Contiguous property owned by the City of Richland, including the City Facility (approximately 2,306 total acres)
DCA	Dichloroethane
DCE	Dichloroethene
DO	dissolved oxygen
Ecology	Washington Department of Ecology
Expansion	proposed 104-acre expansion of the Horn Rapids Landfill located within the City Facility east of the Landfill
GWQs	groundwater quality standards (Chapter 173-200 WAC)
Landfill	46-acre permitted area where MSW has been placed within the City Facility
LFG	landfill gas
MCL	maximum contaminant level (Chapter 246-290 WAC)
MSW	municipal solid waste
MTCA	Model Toxics Control Act (Chapter 173-340 WAC)
ORP	oxidation-reduction potential
ORV	off-road vehicle
PCE	Tetrachloroethene
QAPP	Quality Assurance Project Plan
RI/FS	remedial investigation and feasibility study
TCE	Trichloroethene
TDS	Total Dissolved Solids
VC	Vinyl Chloride
VOCs	volatile organic compounds

1. INTRODUCTION

1.1 Objectives

This work plan is intended to be an exhibit to the anticipated Agreed Order to be entered into between the City of Richland (City) and the Washington State Department of Ecology (Ecology). The objective of the work plan is to define the investigation activities necessary to supplement existing data, fill remaining data gaps identified by the City and Ecology, and define the nature and extent of contamination at the Horn Rapids Landfill in accordance with Chapter 173-340 WAC, the Model Toxics Control Act (MTCA). This Work Plan was prepared in accordance with MTCA and its implementing regulations.

For the purposes of this work plan, the following terminology related to the Horn Rapids Landfill has been developed, as further described in Sections 1.2 and 1.3:

- City Facility: 275-acre permitted waste facility, including Landfill
- Landfill: 46-acre permitted area where municipal solid waste (MSW) has been placed within the City Facility
- City Property: Contiguous property owned by the City of Richland, including the City Facility (approximately 2,306 total acres)
- Expansion: proposed 104-acre expansion of the Horn Rapids Landfill located within the City Facility east of the Landfill

1.2 Horn Rapids Landfill Setting

The Horn Rapids Landfill is owned and operated by the City Public Works Department. It is located northwest of and within the City limits of Richland, Washington in an area bounded by Twin Bridges Road on the west, Horn Rapids Road on the north, and State Route 240 on the south.

The Horn Rapids Landfill is located within the southwest quadrant of a larger 275-acre parcel of City-owned property (City Facility, see Figure 1) that includes the 46-acre existing landfill (Landfill) permitted for disposal of MSW, a support facility, a 9-acre composting facility, and a moderate-risk hazardous waste receiving facility, which was destroyed by a fire in 2010.

As shown on Figure 1, the City also owns contiguous property (City Property) to the west, south and east of the City Facility (a total of approximately 2,306 total acres), with the exception of several small privately owned parcels, two located along the southwest corner of the City Facility, and one within the northeast corner of the City Facility. East of the City Facility are circle-irrigated agricultural fields used to grow alfalfa hay, corn, and potatoes. Irrigation water for these fields is obtained from the Columbia River and not from a groundwater source. Irrigated fields are also located west of the City Facility across State Highway 240. These fields have been in use since 1987, with irrigation occurring between the months of April and October (Shaw Environmental Inc. 2003). The remaining City Property south and southeast of the Landfill is undeveloped.

As shown on the Site Vicinity Map (Figure 2), the City Property immediately west of the City Facility has been developed as an off-road vehicle (ORV) park, which includes a road racing track and a motocross track facility. A portion of the ORV Park is designated as public facilities with restrooms and picnic areas.

The Site Plan (Figure 3) shows the City Facility Boundary, the Landfill and other City Facility features, and monitoring locations including gas probes, groundwater monitoring wells, and lysimeters. The area within the City Facility east of the currently permitted 46 acres is the proposed Horn Rapids Landfill Expansion (Expansion).

1.3 Landfill Description

The Landfill began receiving MSW in 1974. The Landfill historically accepted only municipal wastes and was initially developed by placing waste into a series of north-south oriented trenches in the Phase 1 western portion of the Landfill. The waste depths in the trenches ranged from 12 to 30 ft.

The Landfill (refuse) boundary is shown on Figure 3. Phase 1 (the western portion of the permitted area) was closed in 2011, including installation of a landfill gas (LFG) collection system. From 2005 to 2010, the Landfill was filled and graded to the proposed closure grading plan. During the 2011 construction season, Phase 1 closure was installed over the western portion of the Landfill, which included the installation of the active LFG system.

MSW is currently being accepted in Phase 2 of the permitted area, and closure of Phase 2 is expected to occur in 2020. The proposed 104-acre, Horn Rapids Landfill Expansion is located east of the currently permitted 46-acres. Engineering plans for the proposed Expansion are presented in the Preliminary Conceptual Engineering Report (Parametrix 2016a).

The City has operated a compost facility at the City Facility since 2010. The Compost Facility is situated on 9 acres just north of the Landfill, approximately 500 ft south of Horn Rapids Road, and was permitted under WAC 173-350-220, WAC 173-350-710, and WAC 173-350-715. The compost facility receives and processes regional municipal and commercial green waste materials and produces compost from acceptable materials such as vegetative yard or agricultural waste, wood waste, lawn clippings, sawdust, straw, manure, Class A biosolids, and compostable winery waste.

1.4 Regulatory History and Interim Actions

The Horn Rapids Landfill was originally permitted under Chapter 173-301 WAC, and currently operates under the Criteria for Municipal Solid Waste Landfills, Chapter 173-351 WAC and the current Solid Waste Permit (Permit) issued by the Benton-Franklin Health District (BFHD).

Concentrations of volatile organic compounds (VOCs) above MTCA cleanup levels were detected in new groundwater monitoring wells MW-5 and MW-6 (Shannon and Wilson, Inc. 1998). An Early Notice letter was submitted in March 2000, and the City Facility was placed on Ecology's Known or Suspected Contaminated Site List based on notification by the City that groundwater results were statistically elevated compared to background. The City Facility has been in assessment monitoring since that notification. The primary VOCs of concern in groundwater are chlorinated ethenes and ethanes.

In 2004 and 2005, the City performed an independent two-phased remedial investigation and a pilot study/feasibility study (RI/FS, Shaw Environmental, Inc. 2003, 2004, 2005). The RI determined that LFG is the likely source of the VOCs impacting groundwater. A LFG extraction system was designed (Parametrix 2005) based on pilot study results that showed LFG extraction would effectively remove VOCs from the subsurface, and closure including a LFG extraction system is being implemented in two phases (Parametrix 2011, 2012a, 2012b).

Between 2005 and 2010, Phase 1 (the western portion of the permitted area) of the landfill was filled and graded to approved closure grading plans (EMCON 1999; Parametrix 2006, 2008, 2011), and was closed in 2011 (Parametrix 2011, 2012a, 2012b) as an interim action in accordance with the substantive requirements of Chapter 173-340 WAC. The Phase 1 closure included a final cover and gas collection system consisting of in-refuse wells, collection manifold and laterals, a condensate manhole, and a flare station. Vertical gas collection wells were installed as part of the Phase 1 landfill closure. The wells are typically spaced at 150 ft apart around the perimeter and 200 ft apart in the interior of the landfill. The gas collection system was started up in September 2011 to prevent subsurface LFG migration beyond the landfill perimeter and to remove VOCs from groundwater beneath the landfill. The collection system has operated 24 hours a day since startup. The applied vacuum from the permanent blower/flare facility produces a pressure gradient within the MSW that causes LFG to flow into the collection field rather than migrate.

Phase 2 (the eastern portion of the permitted area) is currently being filled to grade and closure is expected to occur in 2020. Additionally, since the RI/FS, quarterly environmental monitoring has been conducted in accordance with Chapter 173-351 WAC, including Assessment Monitoring, and the current Permit. Periodic monitoring that has been performed at the Landfill is described in more detail in section 1.5.

1.5 History of Environmental Monitoring

Environmental monitoring at the City Facility has included LFG, leachate, and groundwater, at the locations shown on Figure 3. No surface water monitoring is conducted since any surface runoff is collected in perimeter ditches and routed to infiltration facilities discussed in the Permanent Stormwater Control Plan (Parametrix 2008).

1.5.1 Landfill Gas Monitoring

LFG probes (currently GP-1 through GP-4; GP-7 through GP-12) are used to monitor the potential for subsurface LFG migration adjacent to the waste and along the Landfill and City Facility Boundary (see locations on Figure 3). Results of quarterly LFG monitoring are described in Section 2.4.1.

Construction details for each gas probe, including the depth relationship of each screened interval to the adjacent waste, are presented in Table 1. All gas probes are completed in alluvium outside the Landfill, and each gas probe is screened at two subsurface intervals, with the exception of GP-12, which is screened at three separate intervals. Gas probes GP-5 and GP-6 were decommissioned in May 2010 because they were located within the construction footprint of the closure of the Phase 1 portion of the Landfill.

Table 1. Landfill Gas Probe Construction, Horn Rapids Landfill

Probe	Port	Ground Surface Elevation (ft)	Top of Screen Depth (ft bgs)	Bottom of Screen Depth (ft bgs)	Bottom Elevation of Probe (ft bgs)	Waste Depth (ft bgs)	Bottom Elevation of Waste (ft bgs)	Probe Depth Below Waste (ft bgs)	Probe Depth Above Groundwater (ft bgs)
GP-1	1	485.3	18.5	20.0	465.3	25	460.3	-5.0	79.3
	2	485.3	8.5	10.0	475.3	25	460.3	-15.0	89.3

Table 1. Landfill Gas Probe Construction, Horn Rapids Landfill (continued)

Probe	Port	Ground Surface Elevation (ft)	Top of Screen Depth (ft bgs)	Bottom of Screen Depth (ft bgs)	Bottom Elevation of Probe (ft bgs)	Waste Depth (ft bgs)	Bottom Elevation of Waste (ft bgs)	Probe Depth Below Waste (ft bgs)	Probe Depth Above Groundwater (ft bgs)
GP-2	1	489.1	36.5	38.0	451.1	30	459.1	8.0	65.1
	2	489.1	18.5	20.0	469.1	30	459.1	-10.0	83.1
GP-3	1	477.1	36.5	38.0	439.1	12	465.1	26.0	53.1
	2	477.1	18.5	20.0	457.1	12	465.1	8.0	71.1
GP-4	1	477.5	36.5	38.0	439.5	12	465.5	26.0	53.5
	2	477.5	18.5	20.0	457.5	12	465.5	8.0	71.5
GP-5 (former)	1	479.4	56.5	58.0	421.4	25	454.4	33.0	35.4
	2	479.4	36.5	38.0	441.4	25	454.4	13.0	55.4
	3	479.4	18.5	20.0	459.4	25	454.4	-5.0	73.4
GP-6 (former)	1	479.4	36.5	38.0	441.4	25	454.4	13.0	55.4
	2	479.4	18.5	20.0	459.4	25	454.4	-5.0	73.4
GP-7	1	479.4	24.0	28.0	451.4	12	467.4	16.0	65.4
	2	479.4	11.0	15.0	464.4	12	467.4	3.0	78.4
GP-8	1	478.8	26.0	30.0	448.8	12	466.8	18.0	62.8
	2	478.8	11.0	15.0	463.8	12	466.8	3.0	77.8
GP-9	1	489.3	26.0	30.0	459.3	25	464.3	5.0	73.3
	2	489.3	11.0	16.0	473.3	25	464.3	-9.0	87.3
GP-10	1	484.5	26.0	30.0	454.5	30	454.5	0.0	68.5
	2	484.5	11.0	15.0	469.5	30	454.5	-15.0	83.5
GP-11	1	486.0	36.0	39.0	447.0	30	456.0	9.0	61.0
	2	486.0	14.0	17.0	469.0	30	456.0	-13.0	83.0
GP-12	1	480.3	22.5	32.5	447.8	30	450.3	2.5	61.8
	2	480.3	49.5	59.5	420.8	30	450.3	29.5	34.8
	3	480.3	76.5	86.5	393.8	30	450.3	56.5	7.8

1.5.2 Leachate Monitoring

Leachate is collected in four lysimeters that monitor the vadose zone directly beneath the MSW in the northeast corner of the Landfill. Drains from each lysimeter are connected to a common sampling vault where discrete samples of leachate are collected from four sampling ports. The approximate location of the lysimeters and sampling vault are shown in Figure 3. The lysimeters were installed in 1993, and samples of leachate were collected and analyzed between 1994 and 2002 (Shaw Environmental 2004). Initially, the monitoring frequency was quarterly, but was decreased to semiannually in 1995 due to the declining volumes of leachate observed. No leachate was collected in the lysimeters between 2006 and

2014. In November 2014, June 2015, and June 2016, small quantities of leachate were observed in one of the lysimeter ports and samples were collected. Leachate quality is discussed in Section 2.4.2.

Correspondence between the City and the Health District discussing the lysimeters indicates that the lowest elevation of waste is approximately 422 ft MSL, and the lysimeters are somewhere below that. Groundwater is present at an elevation of approximately 378 ft MSL.

1.5.3 Groundwater Monitoring

Groundwater monitoring has been performed at the landfill since 1987 and documented in quarterly and annual groundwater monitoring reports. Results of the groundwater monitoring are discussed in Section 2.4.3.

The initial groundwater monitoring network consisted of one upgradient well (MW-1) located on the western boundary of the City Facility, and three downgradient monitoring wells (MW-2, MW-3, and MW-4) located along the eastern boundary of the City Facility, approximately 1,400 ft east of the Landfill. Groundwater monitoring was conducted in accordance with a groundwater monitoring plan (SCS Engineers 1996). In 1998, two additional wells (MW-5 and MW-6) were installed less than 50 ft from the eastern edge of the Landfill, and VOCs were detected in these wells. Additional downgradient wells MW-7 through MW-10 were installed in 2001 (Shaw Environmental, Inc. 2003, 2004). A brief summary of each phase of the RI is presented in Section 2.1.

Groundwater monitoring well MW-7 was decommissioned in May 2010 because it was located within the construction footprint of the closure of the Phase 1 portion of the Landfill. Well MW-7, although in an upgradient position with respect to groundwater flow, had not been used to characterize upgradient groundwater quality because it showed Landfill impacts due to its close proximity to the MSW. Instead, MW-1, located west of the Landfill, has been used to characterize upgradient groundwater quality, although it also shows some water quality impacts, including those seen area-wide.

An additional upgradient well MW-11 was installed in May 2010 at the location shown on Figure 3. Groundwater flow is toward the southeast and this location was selected to be upgradient of the Landfill and the proposed Expansion. The City Facility extends approximate 2,800 ft to the north of the Landfill and is vacant except for the shooting range just northwest of the Landfill.

Monitoring well construction details are shown on Table 2. Wells MW-7 through MW-11 are constructed with screened intervals across the water table, and the other wells are constructed with the top of their screen between 8 to 16 ft below the top of the water table.

1.6 Hydrogeologic Setting

The hydrogeologic setting in the vicinity of the Landfill is described below, including a description of the hydrogeologic units, groundwater flow, and groundwater flow direction and gradient.

1.6.1 Hydrogeologic Units

The local and regional geology and hydrogeology in the vicinity of the Landfill is detailed in reports documenting previous investigations (Hong West 1991; Shannon & Wilson 1998; Shaw Environmental Inc. 2003; Parametrix 2016c) and summarized in the following paragraphs.

Table 2. Groundwater Monitoring Well Construction Information, Horn Rapids Landfill

Monitoring Well	Northing	Eastings	Elevation of TOC (ft NAVD88)	Screen Length (ft)	Screened Interval (ft below top of well seal ^a)	Depth to Groundwater December 2015 (ft)	Groundwater Elevation December 2015 (ft NAVD88)	Water level and top of screen [negative is below top of screen] ft
MW-1	371,572.00	2,291,691.97	489.68	25	114-139	103.04	386.64	-10.96
MW-2	372,460.09	2,294,368.28	469.73	25	98-123	83.91	385.82	-14.09
MW-3	371,529.10	2,294,408.23	481.28	25	111-136	95.44	385.84	-15.56
MW-4	370,722.92	2,294,379.43	462.52	25	90-115	76.78	385.74	-13.22
MW-5	371,784.64	2,293,120.19	469.94	10	91-101	83.90	386.04	-7.1
MW-6	370,965.00	2,293,109.43	484.54	10	106-116	98.71	385.83	-7.29
MW-7 (former)	NA	NA	479.03	21.5	86.5-108	91 ^b		
MW-8	370,228.88	2,293,869.87	476.47	15	87.5-102.5	90.92	385.55	3.42
MW-9	370,175.53	2,293,150.76	490.75	15	100.5-115.5	105.02	385.73	4.52
MW-10	372,265.23	2,293,111.61	460.85	15	72.5-87.5	74.72	386.13	2.22
MW-11	373,725.48	2,291,860.98	481.16	15	90-105	94.27	386.89	4.27

Notes: All wells are constructed of 2-inch-diameter PVC casing and slotted well screen.

TOC - Top of PVC casing.

^a Assumes 3 ft of stickup above ground surface

^b Typical historical value (well decommissioned)

Groundwater in the uppermost aquifer occurs under water table conditions in the sand, silt and gravel sediments of the middle Ringold Formation. The water table beneath the Landfill occurs at depths of approximately 75 to 105 ft bgs and elevations of approximately 385 to 388 ft NAVD88, and typically fluctuates less than a foot throughout the year. Based on the geologic logs of the on-site water well and the adjacent ORV-2 well, the aquifer thickness is approximately 80 to 110 ft.

Geologic cross sections (A-A' through E-E') are presented in Appendix A. Geologic cross section B-B' extends through the off-site wells illustrating deeper subsurface units. Geologic information is available from the following subsurface explorations:

- Eleven on-site groundwater monitoring wells and one deep gas probe drilled to total depths of 102 to 139 ft (see well locations on Figure 3).
- Water supply well (nonpotable use) drilled to a depth of 312 ft, located in the southwest corner of the City Facility.
- Two water supply wells (nonpotable use) constructed for the ORV Park west of the City Facility, ORV-1 drilled to a depth of 386 ft, and ORV-2 drilled to a depth of 485 ft.

The uppermost geologic unit consists of sand, varying from fine to coarse-grained with some silt, to depths varying from 68 to 101 ft below ground surface. The sand unit is underlain by a deposit consisting of gravel with varying proportions of sand and some silt to the total depths of the monitoring wells. The geologic logs for monitoring wells MW-4, MW-8, and MW-9, located closest to the area of investigation, indicate soils within the water bearing zone are expected to be gravel with approximately 10 to 15 percent silt.

The City Facility water supply well encountered sand to a depth of 86 ft, underlain by water-bearing gravel to a depth of 171 ft. Below the gravel is broken basalt and clay to a depth of 202 ft, underlain by clay to a depth of 248 ft, followed by basalt.

1.6.2 Groundwater Flow Gradient and Direction

Regionally, groundwater flow has been documented to be eastward toward the Columbia River (Shaw 2003, Liikala 1994). However, historical groundwater measurements have indicated the flow direction at the Landfill to be locally influenced by groundwater mounding from irrigated crop circles on the City Facility's eastern boundary, deflecting the flow in the eastern portion of the City Facility seasonally toward the southeast. The general directions of regional groundwater flow and flow observed at and in the vicinity of the City Facility are shown on Figure 1. Crop circles have been used to grow alfalfa hay, corn and potatoes since 1987. The source of the irrigation water is from the Columbia River and irrigation occurs seasonally between the months of April and October. Irrigated fields are also located west of the City Facility across State Route 240.

Groundwater is recharged by depletion of the Yakima River west and southwest of the Landfill, irrigation, and by precipitation. However actual recharge to the sediments from precipitation is significantly less due to the high rate of evapotranspiration. Precipitation in the Richland area from May 1944 to March 2013 indicate an average annual precipitation of 7.15 inches and an average total annual snowfall of 7.1 inches (Western Regional Climate Center 2013).

Groundwater discharge is to the Columbia River about 3 miles east of the Landfill. Insufficient data are available to determine the hydraulic relationship between the uppermost aquifer and the deeper basalt aquifers. However, Liikala (1994) described the aquitard underlying the uppermost aquifer as being

regionally present, and calculated an overall upward vertical gradient in the vicinity of the Landfill based on a measured hydraulic head in the upper confined aquifer that was higher than in the uppermost unconfined aquifer. The uppermost aquifer thins toward the east.

Hydrographs presented in the Phase 1 RI (Shaw 2003) indicate a steady rise in water-level elevations from 1986 through 2002 with observed increases of approximately 5 to 7 ft. These changes were attributed to influences from irrigated crop circles on the City Facility's eastern boundary. Historical water elevation maps (presented in Appendix B) also show that the flow direction and gradient have changed in response to these increasing water levels. In 1987, the flow direction was eastward with a gradient of approximately 0.001 ft/ft, consistent with the regional groundwater flow direction. In 1995, the flow direction changed to southeasterly, with a gradient of 0.0004 ft/ft. The additional wells installed in 2002 allowed further refinement of the flow direction and gradient, and the data showed easterly flow in the western portion of the City Facility, changing to southeasterly flow in the central portion of the City Facility, a pattern that continues to be observed.

Historical influences at the ORV park west of the City Facility may have also temporarily altered local flow direction by periodically flooding shallow unlined waterways for boat racing, and allowing the water to seep out after each race. The ponds were constructed in 1999 and racing was discontinued in the mid 2000's. Other sources of artificial recharge include four septic systems at the ORV park, one recently installed for a new bathroom/shower facility designed for 4,000 uses per day.

2015 groundwater flow contours are provided in Appendix B for the wet (First Quarter) and dry (Third Quarter) seasons. Although groundwater flow across the City Facility is generally toward the southeast, during the dry season groundwater flow in the eastern portion of the City Facility shifts slightly more toward the south-southeast due to the mounding effect of the crop circles on the eastern edge of the City Facility.

The overall groundwater gradient at the City Facility is low, approximately 0.0005 ft/ft over the past few years, and the calculated rate of groundwater flow is less than 20 ft per year.

1.7 Beneficial Water Use

Logs for water wells and water rights within 2,000 ft of the Landfill were researched on the Ecology website and are presented in the Hydrogeologic Report (Parametrix 2016c). There are no drinking water wells within over a mile from the Landfill. The only wells within a mile of the Landfill are the two wells in the ORV park west of the Landfill in an upgradient direction, and the on-site water well, and these three wells are not used for drinking. The closest water well identified in a downgradient direction in the Ecology database is located approximately 2 miles from the Landfill, and it is also believed to be used for non-potable purposes.

No on-site water features were identified on the USGS map and the nearest adjacent surface water features are the Yakima River located approximately 1.3 miles to the south and the Columbia River approximately 3 miles to the east. According to US Department of Interior National Wetland Inventory maps, no wetlands are located in the vicinity of the Landfill and it is assumed that all water on the Landfill infiltrates based on the NRCS Soil Survey Drainage Class Rating (excessively drained).

2. BASIS FOR SUPPLEMENTAL REMEDIAL INVESTIGATION SCOPE

In addition to routine quarterly environmental monitoring conducted in accordance with Chapter 173-351 WAC, independent cleanup actions have been conducted at the Landfill including a remedial investigation conducted in two phases, a pilot study/feasibility study, and completion of interim actions including landfill closure and LFG collection. In addition, assessment monitoring activities have been conducted in accordance with Chapter 173-351 WAC. The findings of these previous studies and a summary of the current status of the environmental monitoring data are described below.

2.1 Remedial Investigation

In 1998, the City installed two additional groundwater monitoring wells (MW-05 and MW-06) (Shannon and Wilson, Inc. 1998). VOCs were detected above applicable MTCA cleanup levels, and in 2000, the Landfill was listed by Ecology on the Confirmed or Suspected Sites List. The City subsequently implemented an independent cleanup action beginning with a phased RI/FS (Shaw Environmental, Inc. 2003, 2004) over the next approximately five years.

Phase 1 of the RI (Shaw Environmental, Inc. 2003) included installing and sampling four additional groundwater monitoring wells to delineate the extent of VOC-impacted groundwater. The new wells were MW-7 upgradient of the Landfill's waste cells to refine the upgradient groundwater flow direction, MW-8 and MW-9 along the southern City Facility Boundary to determine whether VOCs had migrated off the City Facility, and MW-10 north of wells MW-5 and MW-6 to further evaluate the extent of groundwater impacts.

Phase 2 of the RI (Shaw Environmental Inc. 2004) included an assessment of whether leachate and/or LFG were the source of VOCs impacting groundwater. Activities included installing multilevel deep gas probe GP-12, measuring LFG concentrations in gas probes, collecting and analyzing discrete gas samples, and evaluating historical leachate data collected from lysimeters. In addition, a potential undocumented upgradient waste disposal site located approximately 1,200 ft northwest of the northwest corner of the Landfill was evaluated. The undocumented disposal site was found to be limited in extent, with an estimated MSW volume of 4,800 cubic yards, and it was concluded that the undocumented waste site was likely not the source of the VOCs impacting groundwater.

The RI concluded that LFG is the likely source of the VOCs impacting groundwater via vertical migration of LFG through the unsaturated soil to the capillary fringe zone. This conclusion was based on the presence of the same suite of VOCs detected in groundwater in hydraulically upgradient wells and in the vapor phase in the vadose zone including the deep screened zone of GP-12 immediately above the water table. The findings of the RI are summarized as follows:

- Significant concentrations of LFG, as measured in GP-12, occur in the shallow unsaturated subsurface to a depth of at least 90 ft bgs in the MW-6 area and high concentrations of LFG were detected in the casings of MW-5, MW-6, and MW-7, even though MW-7 is located hydraulically upgradient from the waste cells.
- The same suite of VOCs detected in groundwater samples were also detected in headspace gas samples from the monitoring wells and gas probe GP-12.
- Dissolved methane was present in groundwater samples.

- A subset of VOCs frequently detected in the lysimeters representative of Landfill leachate at high concentrations were either not detected in any of the groundwater samples, or detected infrequently at low concentrations.
- Geochemistry of the groundwater samples has a different chemical composition than the leachate. The observed decreases in pH and increases in alkalinity and calcium are indicative of the interaction of LFG and groundwater.

2.2 Pilot Study/Feasibility Study

A pilot-scale LFG extraction test was performed to assess the feasibility of implementing an active LFG collection system as a method for mitigating the LFG source of vapor-phase VOCs (Shaw EMCON/OWT, Inc. 2005). One LFG extraction well and three LFG observation wells and temporary probes were installed. The results of the extraction test indicated that LFG collection would be effective as a remedy to remove vapor phase VOCs within the waste before they migrate vertically through the underlying subsurface soil and partition into groundwater.

2.3 Assessment Monitoring Program

In 2013, Ecology requested that additional activities be conducted to comply with the assessment monitoring requirements of WAC 173-351, and the following activities were completed:

- In March 2014, a groundwater sample was collected from monitoring well W-1 on the east side of the Weidle neighborhood and analyzed for the Landfill analyte parameters. This well was installed in 1993 as part of the Triangle Development located approximately one mile south of the Landfill and previously sampled by the Health District. These data indicate that the Landfill has not impacted drinking water wells in the Weidle neighborhood.
- Testing for Appendix III parameters was conducted annually in phases, including one well near the active cell and one well at the City Facility Boundary each year. The tested wells were wells MW-6 and MW-9 (June 2014), MW-5 and MW-8 (June 2015), and MW-4 and MW-10 (June 2016). No Appendix III parameters were detected in any of the wells with the exception of cyanide, detected in well MW-9 at a concentration slightly above the reporting limit and below the MCL. No cyanide was detected in MW-9 during the retesting in September 2014.

Appendix III monitoring parameter testing has not detected any compounds other than the VOCs identified during the RI. Therefore it is recommended that testing for the additional Appendix III parameters be continued annually on a rotating schedule at one of the three wells located closest to the Landfill (MW-5, MW-6, and MW-10), or at well MW-9 located at the City Facility Boundary. If Appendix III data for leachate becomes available in the future, the City will apply for an alternative monitoring program under WAC 173-351-450 to eliminate or reduce the subset of Appendix III parameters to be tested in the assessment monitoring wells.

2.4 Environmental Monitoring Data Summary

A summary of recent LFG, leachate, and groundwater data is presented in the Calendar Year 2015 Environmental Monitoring Report (Parametrix 2016d). Data presented in this report are summarized in the sections below by media.

2.4.1 Landfill Gas

Historical LFG data and a cross section showing the typical configuration of the LFG probes and extraction wells with respect to the waste are presented in Appendix C. The extent of LFG migration remains within close proximity of the MSW and concentrations have not exceeded the 5 percent by volume regulatory action limit at the City Facility Boundary. No LFG has ever been detected in any of the on-site buildings.

Methane has been detected in gas probes GP-2, GP-9, and GP-12, all located in close proximity to the MSW. Since 2015, all concentrations in these probes have been less than 5 percent by volume except for GP-2-1 and GP-2-2 where concentrations of over 25 percent by volume continue to be periodically observed.

Trends in probes where methane has historically been observed (GP-2, GP-9, and GP-12) are shown on the time-series plot in Appendix C. The data indicate that despite limited spikes, overall substantial decreases have been observed since the closure activities started in 2011 that included installation and operation of an active LFG collection system. For example, methane concentrations in GP-12 decreased from over 30 percent by volume prior to the 2011 Phase 1 Closure, to 5 percent or less during 2015. The LFG source is expected to be further reduced upon full closure of the Landfill that is anticipated in 2020 which will include an expanded LFG extraction system, thus reducing or eliminating future VOC impacts to groundwater.

2.4.2 Leachate

Leachate quality data and correspondence related to leachate quantities observed during the first years following lysimeter installation were presented in the Phase 2 RI Report. No leachate was observed in the leachate ports between 2006 and 2014. The most likely scenario for the observed lack of leachate in the lysimeters during the period beginning in 2006 is as follows: Leachate was initially generated due to infiltrating precipitation while the waste was thin, and as additional waste was placed the increasing thickness of waste became adequate to absorb the small amount of infiltrating precipitation. This eventually resulted in leachate not reaching the lysimeters. The correspondence documents the gradual difficulty in getting samples and indicates that the volume of leachate diminished as the waste depth increased over the lysimeters. It was likely a coincidence that the measurable leachate ceased at the same time as the ports were moved.

Phase 2 of the RI included a comparison of leachate data collected between 1993 and 2002 to groundwater data. Geochemistry of the leachate was determined to be different than typical groundwater samples as shown on the geochemical plots presented in Appendix D.

In the fourth quarter of 2014, liquid was observed in one of the ports, designated Port 3, and samples of the liquid were collected and analyzed for Appendix I and II parameters. The volume of the liquid drained was approximately 2 liters. The geochemical plot for this sample, presented in Appendix D, indicated the geochemistry of the leachate was different than typical groundwater samples. Some parameter concentrations in the leachate sample were higher than in the groundwater samples, notably ammonia, chloride, and TOC, and the total metals barium, iron, manganese, and zinc. Concentrations of nitrate and sulfate were lower than in the groundwater samples.

The ports were rechecked semiannually, and only small quantities of liquid (less than a liter) were present in the second quarters of 2015 and 2016. Samples were collected and tested for VOCs.

The 2014 through 2016 Port 3 leachate data were compared to groundwater quality data as shown on the selected time-series plots in Appendix D. Concentrations of some VOCs in the leachate were comparable to those in groundwater samples from wells near the active landfill (including 1,1-DCA, 1,2-DCA, cis 1,2-DCE, and VC). However, relative to groundwater, the leachate had lower concentrations of TCE and PCE, and higher concentrations of BTEX (benzene, ethylbenzene, toluene, total xylenes), and ketones (acetone and 4-methyl-2-pentanone).

The minimal quantity of leachate currently produced indicates that leachate is not a significant ongoing source of contaminants to groundwater.

2.4.3 Groundwater

The results of ongoing groundwater monitoring have documented that concentrations of inorganics and VOCs in both upgradient and downgradient wells exceed state groundwater quality standards (GWQs, WAC 173-200) and state drinking water standards (MCLs, WAC 246-290). However, inorganic compound concentrations reflect an elevated area-wide background, as described in Section 2.4.3.1.

The 2015 groundwater quality data and isoconcentration maps are presented in Appendix E. The maximum concentrations of chemicals detected during 2015 above GWQs and MCLs in upgradient/cross-gradient and downgradient wells are shown in Table 3 below.

2.4.3.1 Area-Wide Background Groundwater Contamination

Groundwater quality data collected from wells in the northern portion of the Landfill, in particular upgradient well MW-11, former upgradient well MW-7 (decommissioned due to Phase 1 closure construction), and cross gradient well MW-2, indicate that sources upgradient of the Landfill are contributing to an area-wide background of elevated concentrations of inorganic compounds, including total dissolved solids (TDS), chloride, nitrate, and cations.

Data spikes observed in these wells (such as nitrate in 2003 in MW-7, and in MW-2 in 2008) suggest that more than one source may have contributed pulses of contaminants over time. Likely potential upgradient sources are those that involve application of water, such as the agricultural irrigation at the crop circles, and septic systems in the adjacent ORV park. Ongoing groundwater monitoring related to the Hanford Reservation has documented occurrences of nitrate plumes with concentrations of greater than the GWQS and MCL (10 mg/L nitrate as N) in the Richland area, with sources attributed to agricultural applications of fertilizer to irrigated fields (CH2M 2015). Biosolids applications in the northern portion of the City Facility have also been considered as a source, but are not presently believed to have had substantial impacts since precipitation at the City Facility is low, and the biosolids are dry and applied in thin layers and have largely already been scraped off for other City Facility uses.

2.4.3.2 VOCs

Due to the area-wide background concentrations of inorganic indicator parameters, VOCs are the only chemicals that clearly reflect Landfill impacts. The groundwater monitoring wells located in close proximity to the MSW along the eastern edge of the Landfill (MW-5, MW-6, and MW-10) show the highest number and concentrations of VOCs. Further downgradient well MW-9, located along the southern City Facility Boundary approximately 500 ft from the waste, has also been impacted by the same suite of VOCs in lower concentrations. The other three further downgradient monitoring wells along the City Facility Boundary, MW-3, MW-4, and MW-8, each show slightly different distributions of VOCs and in generally lower concentrations.

Table 3. Maximum Concentrations of Parameters above Groundwater Quality Criteria during 2015, Horn Rapids Landfill

Parameter	Units	GWQS	MCL	Highest 2015 Observed Concentration Above Criteria					
				Upgradient or Cross Gradient (MW-1, -2, -11)	Downgradient				
					Adjacent to Active Cell (MW-5, -6, -10)		Facility Boundary (MW-3, -4, -8, -9)		
					Concentration	Well	Concentration	Well	Concentration
FIELD PARAMETERS									
Conductivity	umhos/cm	NA	700	1680	MW-11	1384	MW-5	1032	MW-9
pH		6.5-8.5	NA			6.46	MW-10		
INORGANICS									
Arsenic	mg/l	0.00005	0.01	0.0068	MW-11	0.0043	MW-5	0.0086	MW-8
Selenium	mg/L	0.01	0.05	0.011	MW-11				
Nitrate	mg/L	10	10	38	MW-11	35	MW-5	17	MW-8
Sulfate	mg/L	250	250	270	MW-11				
Total Dissolved Solids (TDS)	mg/L	500	500	1,300	MW-11	870	MW-5	650	MW-9
VOCS									
Bromodichloromethane	ug/L	0.3	80					0.78	MW-8
Chloroform	ug/L	7	80					9.8	MW-8
1,1-Dichloroethane (1,1-DCA)	ug/L	1	NA			9.6	MW-10	4.0	MW-4
1,2-Dichloroethane (1,2-DCA)	ug/L	0.5	5			1.1	MW-5		
Tetrachloroethene (PCE)	ug/L	0.8	5	4.9	MW-1	40	MW-6	13	MW-9
Trichloroethene (TCE)	ug/L	3	5			20	MW-6	6.8	MW-9
Vinyl Chloride (VC)	ug/L	0.02	2			7.8	MW-5	0.069	MW-4

MW-1 and MW-11 are upgradient from the landfill; MW-2 is cross-gradient from the landfill

GWQS = Water quality standards for groundwaters of the State of Washington (WAC 173-200).

MCL = Maximum Contaminant Level (WAC 246-290)

Isoconcentration maps of detected VOCs (1,1-DCA, PCE, TCE, cis 1,2-DCE, and VC) were previously presented in the RI (Shaw 2003) using data from 2002. These maps have been updated using maximum detected concentrations at each well during 2015. Both sets of isoconcentration maps are presented in Appendix E.

The areas impacted by VOCs extend to the south-southeast in a direction generally consistent with the direction of flow indicated by recent groundwater flow contours. Although concentrations of some VOCs (especially 1,1-DCA in wells MW-5, MW-6, and MW-10, and PCE, TCE, and VC at MW-6) in the central portion of the impacted area have decreased since 2002, 1,1-DCA, PCE, TCE, and VC concentrations above the GWQS extend beyond the City Facility's southern boundary. Compared to 2002, the concentration of PCE at well MW-9 has increased, TCE and cis 1,2-DCE are present at wells MW-9, MW-3 and MW-4, and VC is present intermittently in low concentrations at wells MW-9 and MW-4. The 2015 concentrations of 1,1-DCA at wells MW-9 and MW-4 are similar to those measured in 2002, but 1,1-DCA is also present at well MW-3.

The estimated extent of VOCs exceeding GWQs beyond the City Facility Boundary for 1,1-DCA, PCE, TCE, and VC are shown on the 2015 isoconcentration maps. Except for 1,1-DCA, the estimated extent is limited to a distance of less than 400 ft from the City Facility Boundary.

Trend analyses indicate that VOC concentrations have shown significant decreases in some downgradient wells during the 5 years since Phase 1 Landfill closure, including 1,1-DCA in wells MW-3, MW-6, and MW-10, and chlorinated ethenes (TCE, trans 1,2-DCE, and VC) in well MW-6. Well MW-6 is located near the older portion of the Landfill that has completed Phase 1 closure. However, upward trends of cis 1,2-DCE, PCE and VC have been observed in well MW-10 located closest to the area of active filling, and PCE in well MW-9 located at the southern City Facility Boundary.

Additional parameters are being monitored to assess whether natural attenuation is occurring, including methane, ethene, and ethane, and dissolved oxygen (DO) and oxidation-reduction potential (ORP). DO and ORP measurements continue to indicate that conditions in groundwater near the Landfill source are consistent and favorable for biodegradation of chlorinated hydrocarbons. However, analysis of other evidence is inconclusive. The continuing presence of methane in groundwater could indicate biodegradation of organic carbon is occurring via methanogenesis; however natural attenuation via methanogenesis would be expected to result in production of ethene and ethane and these compounds have not been detected, and methane is also contributed directly by LFG. Trends in other parameters that might indicate that biodegradation is occurring, such as increases in chloride or alkalinity, or decreases in nitrate and sulfate, are somewhat ambiguous because concentrations of these parameters have been affected by influences from upgradient sources.

3. PRELIMINARY CONCEPTUAL SITE MODEL

The conceptual site (CSM) is presented for each media describes potential suspected sources, types, and concentrations of hazardous substances, and exposure pathways and receptors. The CSM provides a tool to identify data gaps and work to be conducted.

3.1 Landfill Gas

LFG probe data are available since 1998. LFG in the vadose zone has historically been present only in gas probes GP-2, GP-5 (now decommissioned), GP-9, and GP-12. These probes are all within close proximity (within about 100 ft) of the Phase 2 Landfill refuse boundary. No LFG has been detected in probes along the Phase 1 Landfill perimeter (GP-1, GP-3, GP-4, GP-6, and GP-7); these probes are about 150 ft from the refuse boundary. No LFG has been detected in probes further from the Landfill (about 300 to 500 ft) along the City Facility Boundary (GP-8, GP-10, or GP-11). These data support the conceptual model that LFG does not migrate in the subsurface for large distances from the waste.

Most of the LFG probes have one screened interval near the center of the waste thickness and one at the approximate elevation of the bottom of the waste. Comparing methane levels between multi-screened probes suggests that LFG is present in the entire zone between the base of the MSW to the surface of the groundwater, although the highest concentrations are typically observed in the zone near the bottom of the MSW. Phase 2 of the RI found LFG present within the screened interval of MW-7 (83.5 to 105 ft bgs) and GP-12-3 (73.5 to 83.5 ft bgs).

These data indicate that LFG and groundwater have historically interacted only in a limited area immediately beneath the waste and in a limited zone surrounding the waste. LFG is expected to migrate laterally and upward through the sandy unsaturated soils due to pressure and concentration gradients and discharge to the atmosphere.

Since its startup in 2011, the Phase 1 LFG extraction system and cover are effectively removing the LFG within close proximity of the bottom of the MSW and the Landfill's downgradient lateral perimeter as demonstrated by the sharp decreases in methane concentrations observed at multilevel gas probes GP-2 and GP-12, including deep probe GP-12-3, screened immediately above the water table. Methane concentrations in GP-12 have decreased from over 30 percent by volume prior to closure to five percent or less during 2015. The LFG source is expected to be further reduced upon full closure of the Landfill that is anticipated in 2020 which will include an expanded LFG extraction system, thus reducing or eliminating future VOC impacts to groundwater.

3.2 Leachate

Leachate is believed to be a minor overall contributor to historical groundwater impacts. Due to the arid environment, only minimal quantities of leachate were produced in the lysimeters in the early stages of landfilling when the waste was thin, and since then any leachate generated is being absorbed by the waste. The small quantities of leachate generated historically have contained a similar suite of VOCs at concentrations similar to those observed in groundwater. However, the geochemical signatures are slightly different than sampled groundwater, and some additional VOCs have been detected in leachate that are not present in groundwater.

3.3 Groundwater

Groundwater that has already been impacted by LFG containing VOCs will continue to move downgradient and will be naturally attenuated through processes such as advection, dispersion, sorption, and biodegradation. However, due to the relatively low flow rate and low rainfall, dilution is not expected to be significant, and sorption is likely to be low due to the low organic carbon in soils (typical total organic carbon concentrations are less than 5 mg/L). The primary VOCs of concern in groundwater at the Landfill are chlorinated ethenes (PCE, TCE, DCEs, and VC) and ethanes (1,1-DCA). An important potential mechanism for biodegradation of these compounds is reductive dechlorination whereby the more highly chlorinated compounds are reduced to less chlorinated compounds (EPA 1998, Jurgens et al 2009). Evaluation of natural attenuation parameters including reduced DO and ORP indicates degradation of chlorinated hydrocarbons is occurring at least near the Landfill source, although analysis of other indicator parameters is inconclusive.

Over the past 13 years, concentrations of some VOCs close to the Landfill have decreased, but the impacted area has expanded in the downgradient groundwater flow direction. The observed changes in impacted area dimensions are consistent with the measured flow direction, and the downgradient extent of impacts are consistent with the calculated groundwater flow rate of approximately 20 ft per year, or about 250 ft over the last 13 years. Monitoring data show that VOC impacts are limited to the hydraulically downgradient area in close proximity to the City Facility Boundary, consistent with the low rate of groundwater flow.

There are no downgradient users of groundwater or occurrences of surface water within over a mile downgradient of the Landfill. As shown on Figure 1, the City owns the property southeast of and hydraulically downgradient from the Landfill extending a distance of over 1,500 ft. It is expected that the movement of impacted groundwater will be restricted to an area within the City Property beyond the City Facility Boundary for many years, enhancing the potential for natural attenuation. Regional groundwater vertical gradients in the uppermost aquifer are believed to be upward, restricting the downward movement of contaminants to lower aquifers.

3.4 Conceptual Site Model Summary

The RI concluded that LFG was the primary source of the contaminants observed in groundwater. LFG interacts with moisture in the vadose zone and with groundwater in the capillary zone of the water table, where it becomes dissolved in and transported with groundwater flow. The concentrations of VOCs measured in LFG during the RI were high enough to comprise the primary source of VOCs in groundwater. Although it is possible that some leachate may also be produced within the waste, the on-site lysimeters have demonstrated that little to no leachate is being accumulated below the waste, due to the arid conditions and the ability of the waste to store the moisture that is generated.

Groundwater with concentrations above GWQs has moved beyond the City Facility Boundary onto additional City Property, and natural attenuation is expected to occur prior to movement off City Property due to low groundwater flow rate. There are no current or anticipated risks to human health or the environment based on the data obtained to date. The presumptive remedy is to continue removing LFG and leachate sources through the system already in progress and to enhance removal through the second phase of landfill closure.

3.5 Preliminary Chemicals of Concern

Based on the measured concentrations at the Facility Boundary, the following VOCs are present in concentrations greater than GWQs and are considered to be the preliminary chemicals of concern (COCs) for the Landfill.

Table 4. Preliminary Chemicals of Concern, Horn Rapids Landfill

Parameter	Units	GWQS	MCL	Highest 2015 Concentration Observed at Facility Boundary	Monitoring Well
Bromodichloromethane	ug/L	0.3	80	0.78	MW-8
Chloroform	ug/L	7	80	9.8	MW-8
1,1-Dichloroethane (1,1-DCA)	ug/L	1	NA	4.0	MW-4
Tetrachloroethene (PCE)	ug/L	0.8	5	13	MW-9
Trichloroethene (TCE)	ug/L	3	5	6.8	MW-9
Vinyl Chloride (VC)	ug/L	0.02	2	0.069	MW-4

3.6 Receptors/Exposure Pathways by Media

A summary of the receptors and exposure pathways by media is provided below, based on the conceptual site model.

LFG – The presence of LFG in the vadose zone is limited vertically to the area between the bottom of the MSW and the water table, and laterally, to a limited zone surrounding the MSW. LFG has not migrated beyond the City Facility Boundary. LFG has not been detected in on-site buildings. Therefore, there are no direct exposure pathways to human receptors.

Leachate - There is minimal leachate generation from the Landfill as shown by the lack of leachate collected in the lysimeters, and therefore there are no exposure pathways.

Groundwater - Possible receptors for VOC contaminated groundwater would be downgradient domestic well users, either via drinking water or inhalation of VOCs. However, since the closest domestic water well in a downgradient direction is located more than 2 miles from the City Facility, there are no completed exposure pathways. In addition, natural attenuation is expected to occur prior to movement of groundwater off City Property due to the low flow rate.

Surface Water – There is no off-site runoff, and the closest surface water to the City Facility is the Yakima River, over 1 mile from the City Facility, and the Columbia River, over 3 miles from the City Facility. Therefore there are no exposure pathways.

Soil – There is no known soil contamination at the City Facility. A risk assessment to assess potential impacts to terrestrial plants and animals in accordance with Chapter 173-340-7491 WAC is not expected to be required, since there are no hazardous substances expected to be present in soils. Any potential soil contamination associated with contaminated groundwater would be located at a depth below the point of compliance of 15 ft bgs.

4. WORK PLAN APPROACH

This section provides a summary of the data gaps identified by the conceptual site model, and objectives and approach for the field investigation.

4.1 Data Gaps

A substantial amount of data has been collected at the City Facility for approximately the past 30 years. However, the following data gaps have been identified based on the information presented in previous sections.

- The downgradient extent of VOCs in groundwater on City Property beyond the City Facility Boundary needs to be determined.
- The groundwater flow gradient downgradient of the City Facility needs to be refined and confirmed.

4.2 Work Plan Objectives

The work outlined in this section of the work plan has the following objectives:

- Define the downgradient extent of contaminants in groundwater originating from the Landfill, and refine the groundwater flow direction.
- Locate and install an additional downgradient monitoring well to confirm that natural attenuation of VOCs in groundwater is occurring, and to monitor for future potential impacts from the existing Landfill and proposed Expansion.

In addition to the activities outlined in this work plan, the following ongoing activities will be conducted.

- Continue monitoring VOC trends in existing groundwater wells included in the monitoring network. Analysis should use methodology that achieves reporting limits below GWQSS.
- Continue operating LFG collection system and monitoring methane trends in gas probes.
- Due to the area-wide background concentrations of several analytes, focus future testing on COCs and reduce the frequency of testing for parameters other than COCs.

4.3 Investigation Phasing

A phased investigation approach will attempt to use direct push probes to collect groundwater samples, and use the concentrations of VOCs measured in the samples to select a location for an additional downgradient monitoring well to be installed during a second phase of work. The objective of the Phase 1 push probe sampling will be to locate the furthest extent of the contamination directly downgradient from the central portion of the contaminant plume so that a permanent groundwater monitoring well can be installed during Phase 2 at a location that has not been impacted. This well will be used as a sentinel well for the assessment monitoring program.

If the push probe procedure is not effective, one monitoring well will instead be installed at a pre-selected location during the first phase of work.

4.4 Phase 1 - Direct Push Probes

The City will contract with Atkins (formerly EnergySolutions, Inc.) to collect groundwater samples using direct push technology (EPA 2005) at up to six locations on City Property downgradient of the Landfill. Atkins has devised a sampling system that has been used successfully to sample soils and groundwater at the nearby Hanford Reservation to depths of over 200 ft. Atkins believes their direct push system can be used to sample groundwater downgradient and in the vicinity of the Landfill.

The planned Phase 1 investigation will consist of the following sequence of activities:

- Six push probe installations will be conducted until groundwater is encountered to approximate depths of 100 ft, and groundwater samples will be collected from each probe at the total depth. No soil samples will be collected for chemical analysis.
- A trial push probe installation will be conducted to test whether the technology will be successful. If the push probe technology is successful, five additional probes will be installed.
- If the push probe trial is not successful, a driller will be contracted and a new downgradient monitoring well will be installed at the location shown on Figure 4.
- Groundwater samples will be collected from each push probe using a portable bladder pump.
- The groundwater samples will be hand delivered to a local analytical laboratory, Energy Northwest Environmental Lab, in Richland, WA, and tested for VOCs.

4.4.1 Push Probe Locations

The isoconcentration maps for 2015, shown in Appendix E, illustrate that the area impacted by COCs extends to the south of well MW-9, but also to the southeast of well MW-4. Since the groundwater flow direction is toward the southeast, and varies seasonally to south-southeast, the impacted area downgradient from the existing MSW is expected to be wedge shaped and extend from due south of MW-9 to east-southeast of MW-3 and MW-4. Except for 1,1-DCA, the contaminant distribution indicates that concentrations exceeding GWQs are limited to an estimated distance of less than 400 ft from the City Facility Boundary.

Gas probe data indicates that LFG is only present in close proximity to the Landfill (less than about 100 ft), and only in gas probes GP-2, GP-9, and GP-12. Groundwater impacted by LFG in this area would generally flow toward existing wells MW-8 and MW-9. However due to groundwater impacts observed in MW-1, and lack of deeper screened gas probes in the southwestern portion of the City Facility, the push probe investigation has been planned to confirm the absence of LFG impacts to groundwater in the area downgradient from the southwesternmost portion of the Landfill.

Figure 4 shows the proposed locations of the first three push probes (PP-1 through PP-3), and possible locations for three additional probes (PP-4 through PP-6) to be installed only if VOCs are detected at the first three push probes. The rationale for selecting the first three push probe locations is outlined in Table 4-1. Probe numbers reflect the tentative order of installation. Decisions on subsequent probe locations will be based on VOC results that are expected to be available by the close of business of the following day. The schedule assumes one probe will be sampled each day.

It is important to note that the positions of the probes are tentative and provided for discussion purposes only, and the actual locations will be adjusted in the field based on ongoing results of VOC analyses. Probe locations may be adjusted based on the VOC results observed in previous probes, and all decisions will be agreed upon by consultation between representatives of Ecology, the City, and Parametrix.

Table 5. Data Quality Objectives for Initial Push Probe Locations

Probe Name	Location	Selection Criteria Notes	Data Quality Objective
PP-1	Near City Facility boundary between GP-10 and GP-11	Exact location to be determined in field based on logistics	Evaluate potential impacts to groundwater along City Facility Boundary due to LFG near the southern Landfill Refuse Boundary
PP-2	Downgradient from MW-9 (well with highest PCE concentrations at Facility Boundary)	Beyond projected extent of PCE concentrations above GWQS	Evaluate extent of VOCs beyond City Facility Boundary
PP-3	Downgradient from MW-6 and MW-8	Beyond projected extent of VOC concentrations above GWQS	Evaluate extent of VOCs beyond City Facility Boundary

4.4.2 Push Probe Installation Procedures

Atkins will employ a hydraulic hammer probe driving unit that has the following features (see photographs of their equipment and specifications presented in Appendix F):

- Tractor unit mounted on Caterpillar 416C back-hoe tractor (small turning radius [19 ft] and have very low overall weights [less than 20,000 lbs])
- Mast with 6' 9" travel allowing for utilization of 4 foot length rods
- Eurodrill hydraulic driven hammer with 450 ft/lb striking force per blow, cycling between 500 and 2000 blows per minute, rotating head with swivel and 10,000 ft/lbs of torque for use to make up and break out pipe
- 12,000 lbs to 18,000 pull back force and a total down force on the hammer of 10,000 lbs
- Horizontal cradle on which a mast and hammer can be mounted to push from 15 degrees to horizontal.

Atkins-EnergySolution's Single String system driving and sampling system (used when only one sample is required at a given location) is deployed on 2.5-in. OD x 1.75-in. ID push rods and consists of three stainless steel liners contained within a rod-delivered sampler body. These three liners are each 1.66 in. OD x 1.53 in. ID x 6 in. long. The probe driving equipment is moved to the appropriate location and the sampler is advanced to the target depth. By use of a key release mechanism the removable tip is released and the open sampler is advanced through the targeting depth. The entire rod string and sampler are then retrieved to surface. The sampler is removed from the push tubing and the stainless steel liners are extracted from the sampler mechanism.

The proposed direct push tooling method for the Horn Rapids Landfill investigation project will be as follows.

- Drive down to target depth (100 to 120 ft bgs).
- Knock out drive tip and pull back a few inches to ensure tip is free.
- Run in a standard stainless steel well screen on tubing and place on the bottom of hole.
- Back pull direct push tubing approximately 5 ft.
- Run sampling pump and collect groundwater sample.
- Remove screen and tubing.
- Decommission push hole by introducing grout as drive tubing is removed.

The ground surface elevation at each of the proposed locations shown on Figure 4 will be surveyed in advance using GPS technology. The expected depth for encountering groundwater will be determined in advance based on projections from the calculated potentiometric groundwater surface as measured in the groundwater monitoring wells. The tooling will be driven to the targeted depth that will be 10 ft deeper than the calculated groundwater depth.

Under the assumption that the formation may not stand open, Atkins will install a 10-ft temporary standard stainless steel screen into each probe prior to sample collection. Since the formation is expected to contain approximately 10 to 15 percent fine-grained sand and/or silt, this screen will filter some of these particulates to reduce turbidity. The planned slot size of the screen will be 20 slot (0.2 inch) based on the anticipated sediment size in the screened zone. Although full development of the probe will not be possible, prior to sampling the portable bladder pump will be used to purge some water prior to sampling to reduce the amounts of fines. Potential impacts of sources of bias in concentrations of VOCs or dissolved gases during sampling are presented in Table 3.1 of EPA (2005). Turbidity present within the samples is not expected to cause significant bias in concentrations of VOCs or dissolved gases (EPA 2005, see Table 3.1).

Increases in temperature during sampling can potentially cause a negative bias in concentrations of VOCs or dissolved gases (EPA 2005, see Table 3.1). However, temperature increases related to the push probe drilling procedure are not expected to be a concern. Based on Atkins' experience related to soil sampling, there has never been any indication of excessive heat buildup at the drive point or any indication of a heat signature from the driving action when conducting temperature logs (part of their geophysical logging suite runs), and soil samples have never come up thermally hot. The only heat buildup occurs at the surface drive head where the force is applied directly from the hammer to the drive pipe. The procedure will consist of driving to target depth, dropping in a screen on tubing, then pulling back the drive tubing; therefore, the water sample collected will not contact the drive pipe.

In addition, due to the small diameter of the probe (about 2.5 inches), any heat buildup would not be expected to extend very far into the formation, especially below the water table. It is anticipated that the flow of water across the screened interval will dissipate any heat that has built up during the installation process. To monitor temperature during sampling, field parameters will be measured regularly during the purging process using a flow cell setup to confirm that the samples collected are representative of groundwater conditions.

The screen will be decontaminated between push probe installations using the procedures described in the Quality Assurance Project Plan (QAPP).

4.4.3 Push Probe Groundwater Sampling and Analysis

Groundwater samples will be collected at each probe location using a portable bladder pump (see examples presented in Appendix G) with a small diameter of 0.75 inches that will be easily accommodated within the temporary screen. EPA (2005, see Table 3.2) recommends using bladder pumps for low flow sampling for all types of analytes. The portable bladder pump will be decontaminated between push probe locations using the procedures described in the QAPP.

Groundwater sampling will be conducted using low flow purging techniques as detailed in SOPs presented in the QAPP (Parametrix 2016b). Field parameters (conductivity, pH, temperature, DO, and ORP) will be measured during sampling.

The groundwater samples will be hand delivered to a local analytical laboratory, Energy Northwest, located in Richland, WA, and tested for VOCs with a 24-hour turnaround so that the results can be used to confirm the location of subsequent push probes. A list of VOCs that will be analyzed and their expected reporting limits are presented in Appendix G. Laboratory procedures and analytical methods are presented in the QAPP (Parametrix 2016b).

In addition, probe groundwater samples will be tested for other parameters, if sample quantities are adequate. These additional parameters will consist of the additional natural attenuation parameters methane, ethane, and ethane (RSK parameters). Specific conductivity, pH, temperature, DO, and ORP will be measured in the field.

Ecology will be informed by email two weeks in advance of the tentative date that the push probe investigation will be initiated. Any subsequent changes to the schedule will be provided to Ecology by email and by phone.

Ecology will be furnished with laboratory results as soon as they become available. Ecology will be contacted in person or by phone, and by email.

4.5 Phase 2 - Groundwater Monitoring Well

One downgradient monitoring well will be installed on City Property southeast of the Horn Rapids Landfill in 2017 unless the push probe technology is unsuccessful during Phase 1. In the event direct push probe installation is not successful, the downgradient well will be installed in 2016, at the approximate location shown on Figure 4.

The proposed location of the monitoring well to be installed if push-probe technology does not work was selected with a data quality objective to confirm the absence of contamination downgradient from the center of the contaminant plume, at a distance from the edge of City Property that is sufficient to allow additional actions to be taken in the event that contaminants are identified. Any contaminants identified at the proposed location (greater than 1,000 ft from the City Property Boundary) would not move beyond the City Property for over 50 years at the calculated flow rate of approximately 20 ft per year.

The location is directly downgradient from well MW-9 along the City Facility Boundary that has shown the highest concentrations of VOCs. This well will be used as a sentinel well to identify potential contamination releases from the existing Landfill.

If push-probe technology does not work, the City will confirm the location with Ecology prior to installation.

The following activities will be conducted:

- One groundwater monitoring well will be installed into uppermost groundwater, to a total depth of approximately 100 ft using the air rotary method.
- The groundwater monitoring well will be 2-in diameter Schedule 80 PVC, with a 15-ft screened interval. The top of the screen will be set at a depth approximately 5 ft above the water table encountered during drilling. Construction of the monitoring well will follow the specification previously developed for well MW-11 (see Appendix H).
- Groundwater samples will be collected and tested for WAC 173-351 Appendix I and II parameters using existing procedures described in the QAPP.

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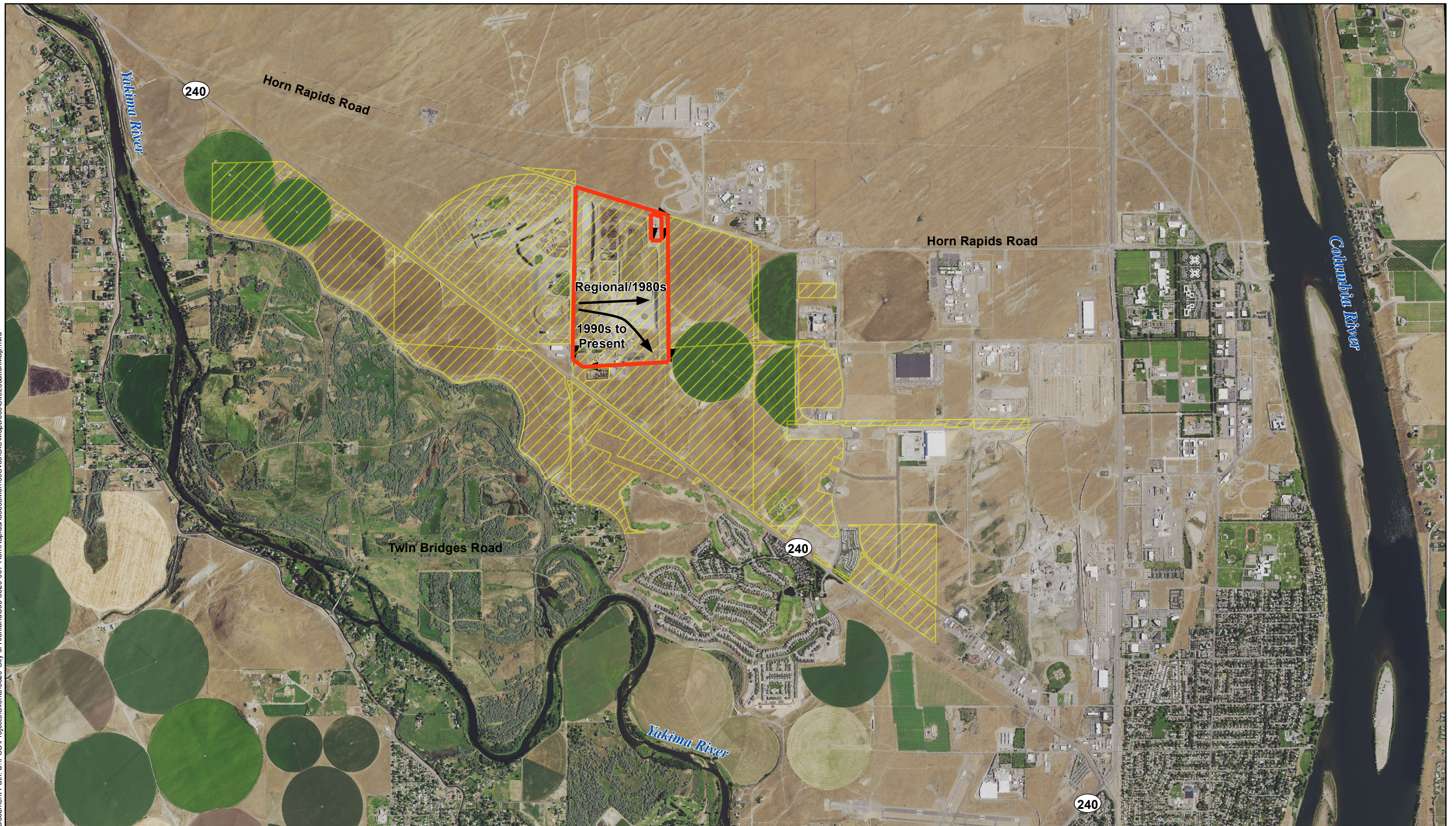
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Figures



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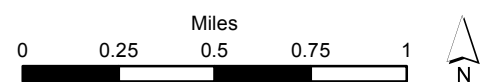


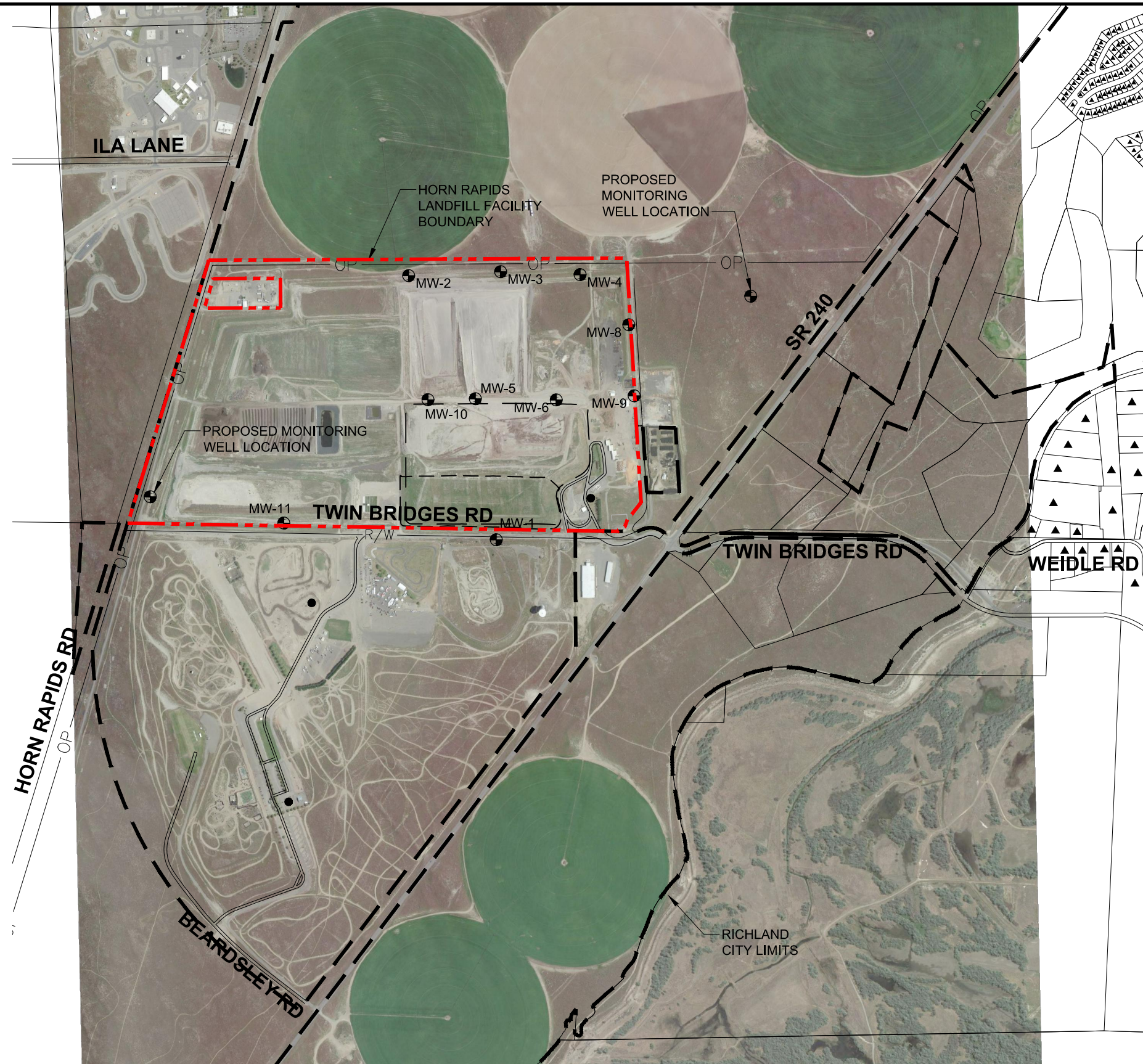
Image Source: NAIP (2015 Imagery)

Legend

-  Facility Boundary
-  City Owned Property
-  Approximate Groundwater Flow Direction

FIGURE 1
Horn Rapids Landfill
Site Location Map

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LEGEND:

- WATER SUPPLY WELLS
- ▲ RESIDENCES
- MW-1 ● MONITORING WELLS
- FACILITY BOUNDARY
- REFUSE BOUNDARY
- PHASE 1 BOUNDARY
- CITY OF RICHLAND PROPERTY LINE

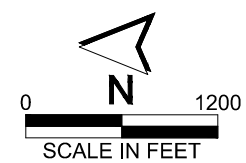


Figure 2
Horn Rapids Landfill
Vicinity Plan

FILE: PS3820004P04T02F03-SITE LAYOUT: F3 PATH: U:\PSO\Projects\Clients\3820-004_HornRapids2011EM\995\cadd\555-3820-004\Phase 04\Task 02\Figures\GWMonResult(2015) PLOTTED BY: purgabut DATE: Thursday, April 14, 2016 3:07:56 PM

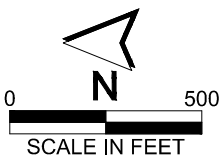
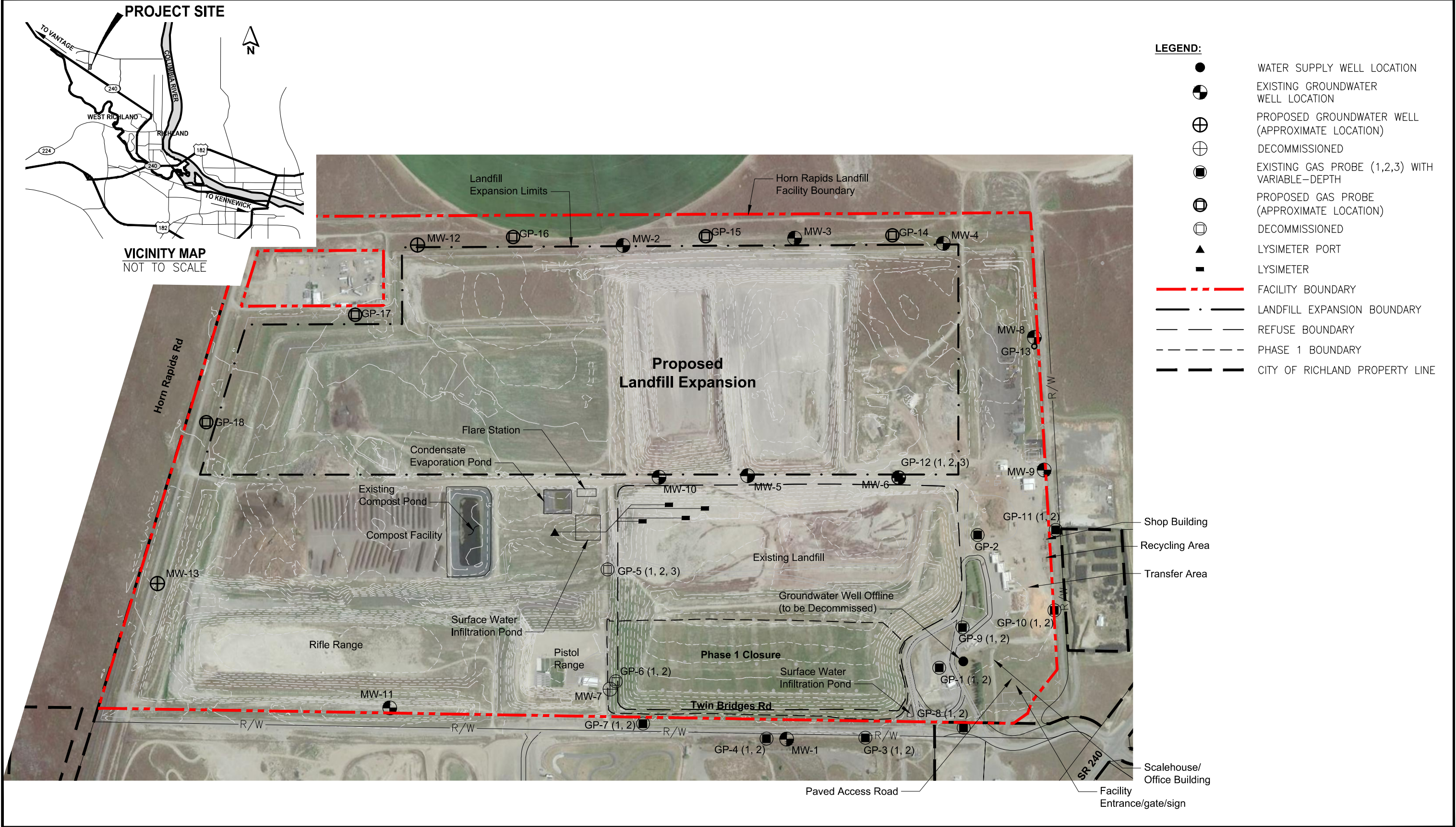
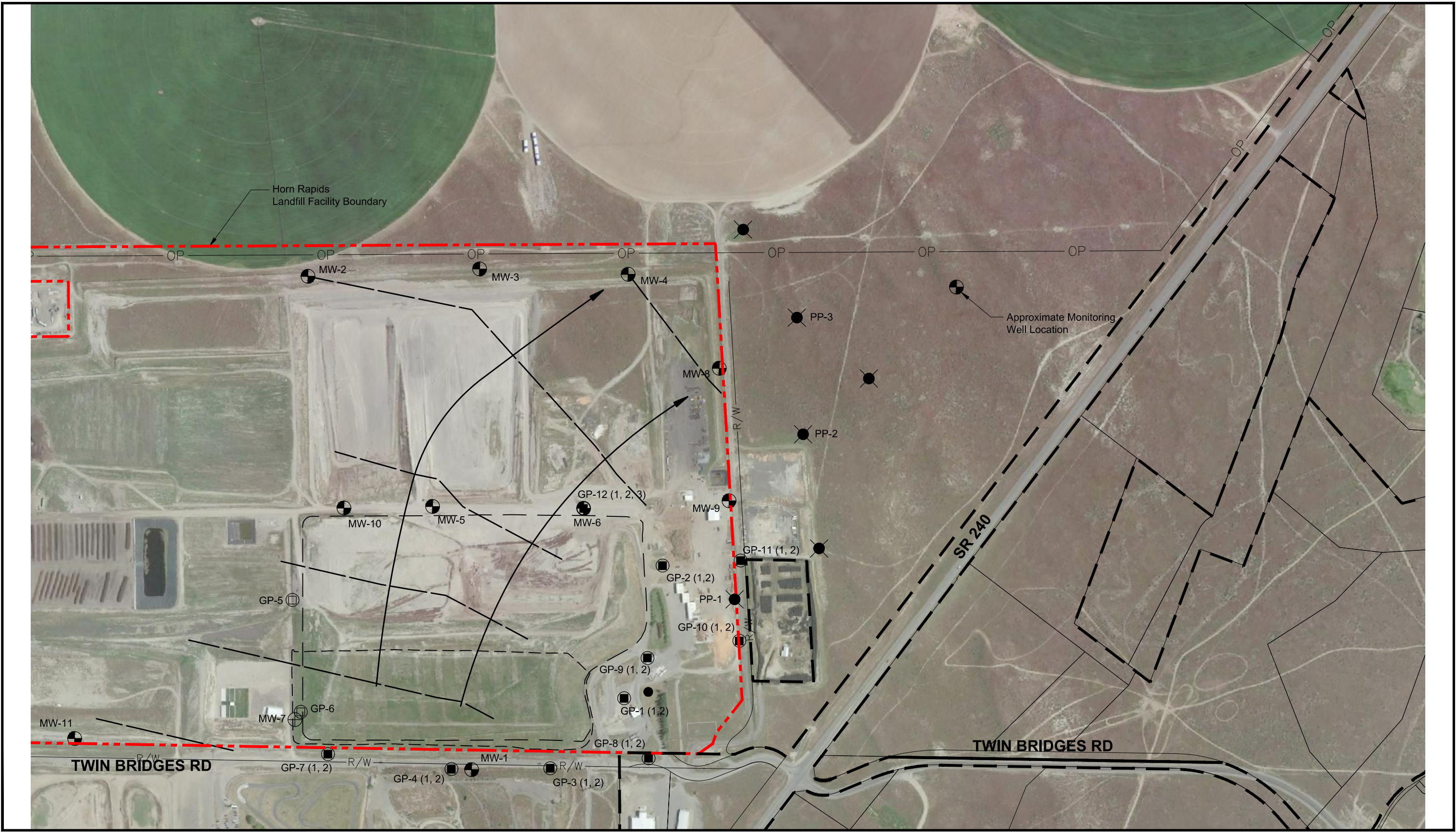


Figure 3
Horn Rapids Landfill
Site Plan

FILE: BL3820007P01T01F4 LAYOUT: F4 PATH: U:\PSO\Projects\Clients\3820-City of Richland\553-3820-007 HornRapidAssesMon\95Svcs\CADD\FIGURES PLOTTED BY: purgobut DATE: Tuesday, September 27, 2016 9:50:38 AM



Parametrix DATE: September 27, 2016 FILE: BL3820007P01T01F4



Legend:

- | | | | | | |
|---|-------------------------------|-----|---------------------------------------|-----|------------------|
| ● | Water Supply Wells | --- | Facility Boundary | --- | Refuse Boundary |
| ◐ | Monitoring Wells | --- | City of Richland Property Line | --- | Phase 1 Boundary |
| ◑ | Gas Probes | --- | Approximate Groundwater Flow Contours | | |
| ⊗ | Proposed Push Probe Locations | → | Groundwater Flow Direction | | |

Figure 4
Proposed Push Probe and
Monitoring Well Locations
Horn Rapids Landfill

Appendix A

Geologic Cross Sections



FILE: BL3820006P03T01F2-1 LAYOUT: F2-1 PATH: U:\PSO\Projects\Clients\3820-City of Richland\553-3820-006_HRLandfillExpansion\99Svcs\CADD\Phase 3\Task 01\Figures PLOTTED BY: purgabut DATE: Thursday, September 25, 2014 10:08:52 AM

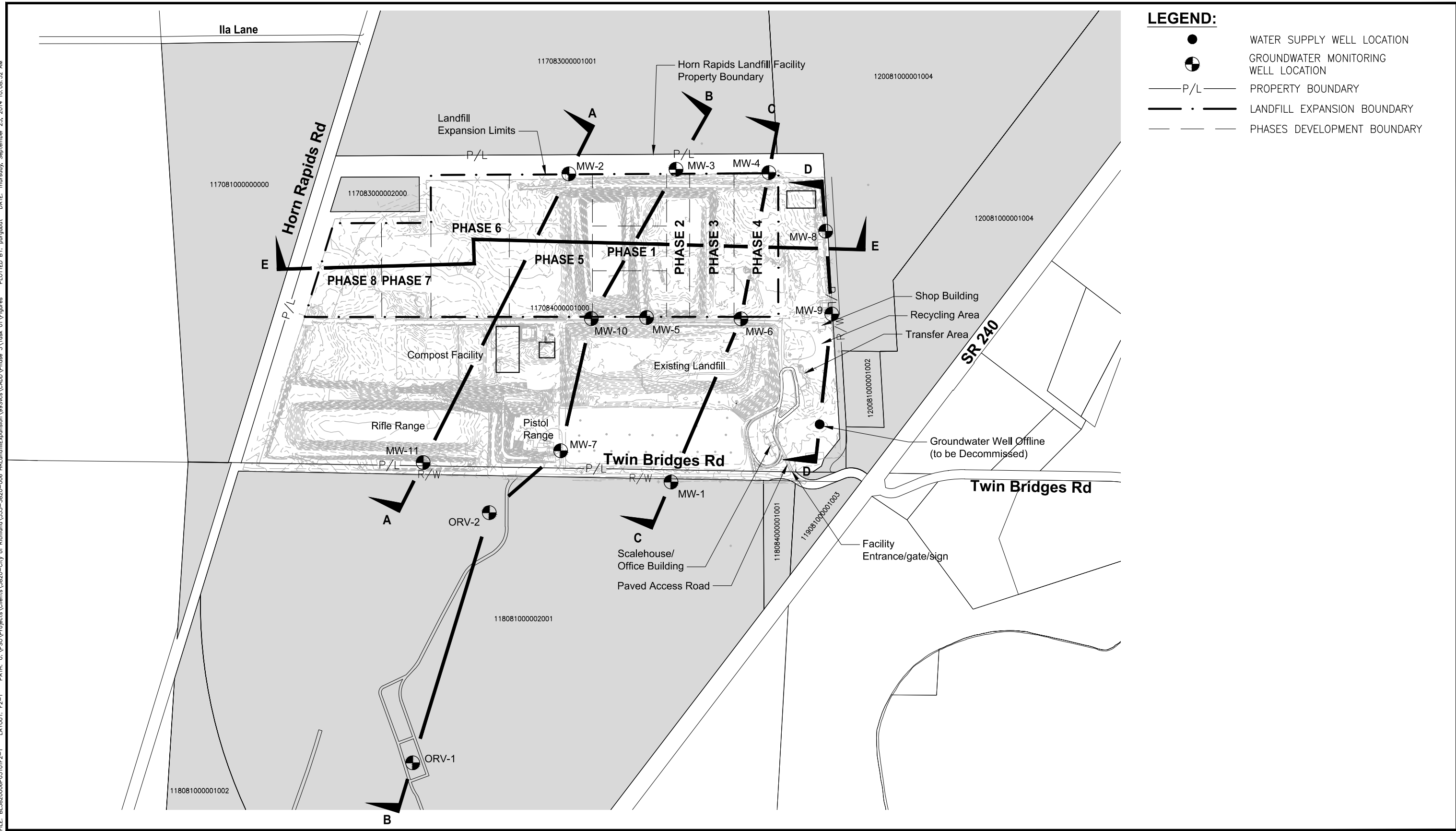
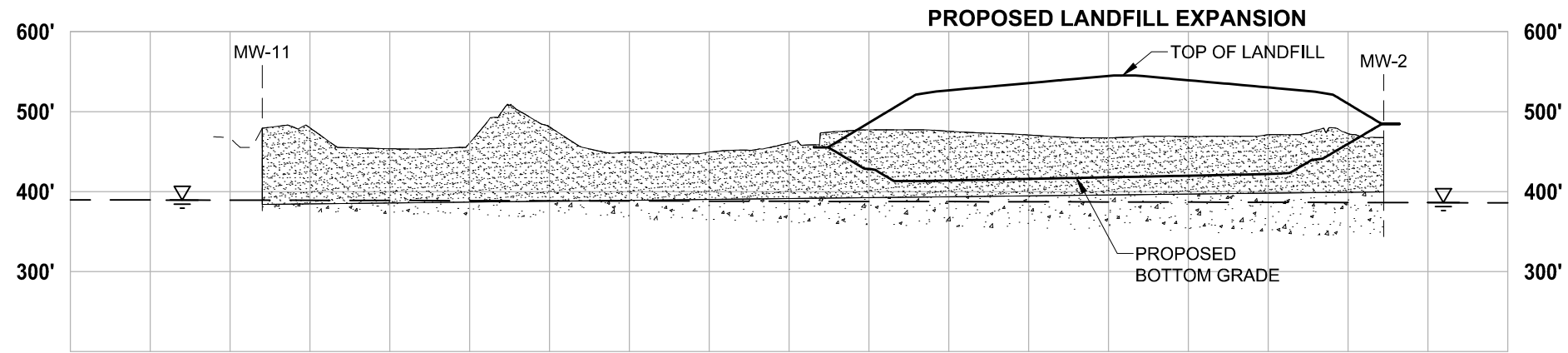


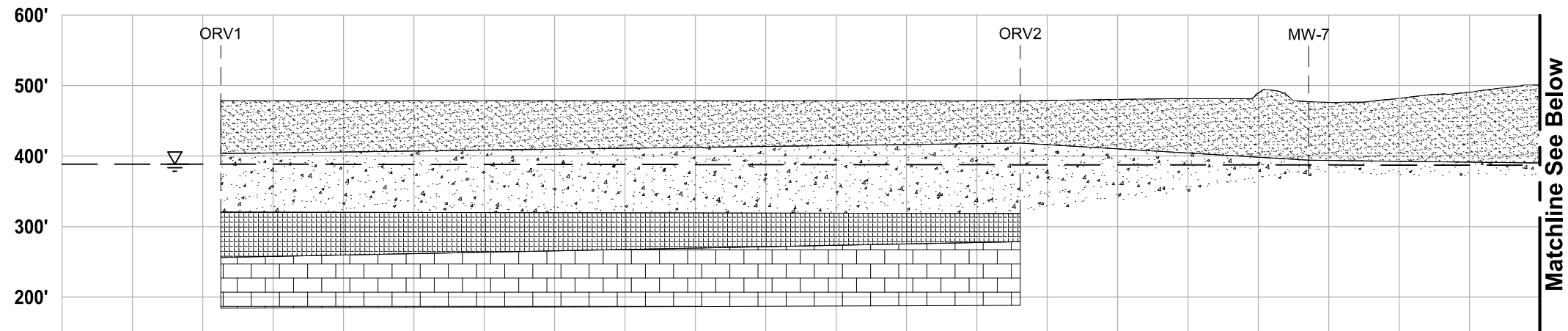
Figure 2-1
Geologic Cross Sections
Horn Rapids Landfill

FILE: BL3820006P03T01F4-1 LAYOUT: FB-1 PATH: U:\PSO\Projects\Clients\3820-City of Richland\553-3820-006 HR_LFExpansion\95Sves\CADD\Phase 3\Task 01\Figures PLOTTED BY: purgabut DATE: Wednesday, April 13, 2016 10:31:15 AM



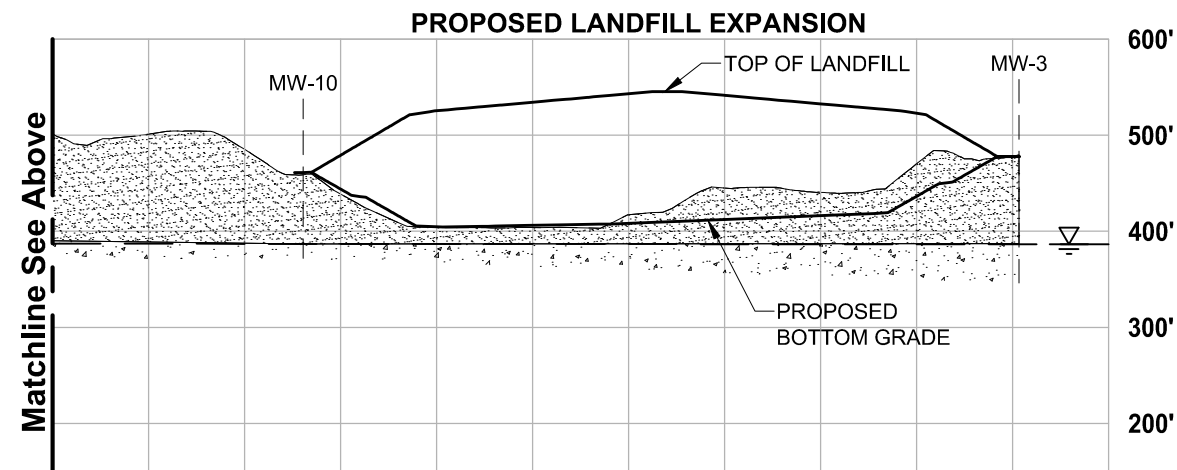
SECTION A-A

HORIZ: 1"=400'
VERT: 1"=200'



SECTION B-B

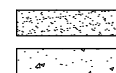
HORIZ: 1"=400'
VERT: 1"=200'



SECTION B-B

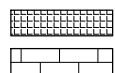
HORIZ: 1"=400'
VERT: 1"=200'

Legend:



Sand

Sand and Gravel



Clay

Basalt



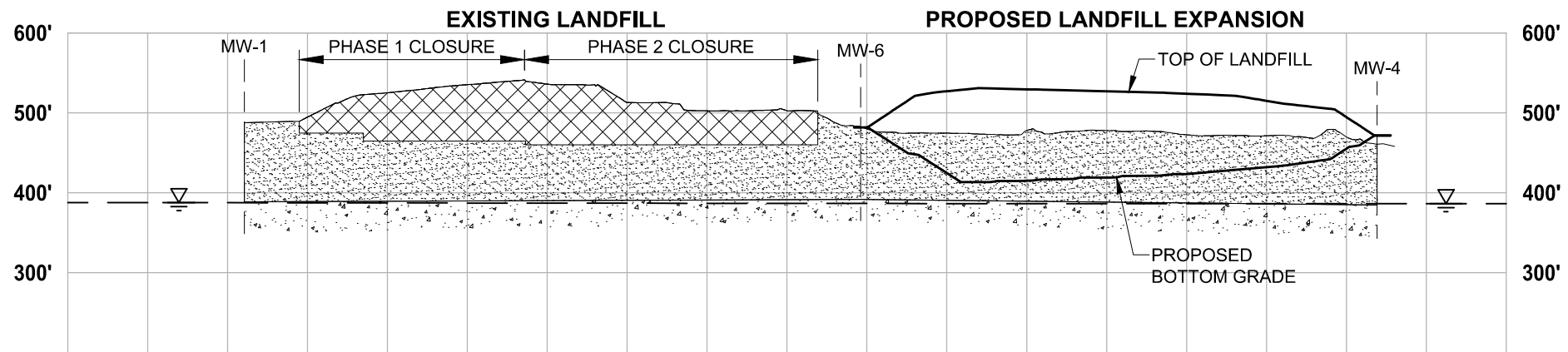
Groundwater Elevation

Note:

Vertical Datum: NAVD88

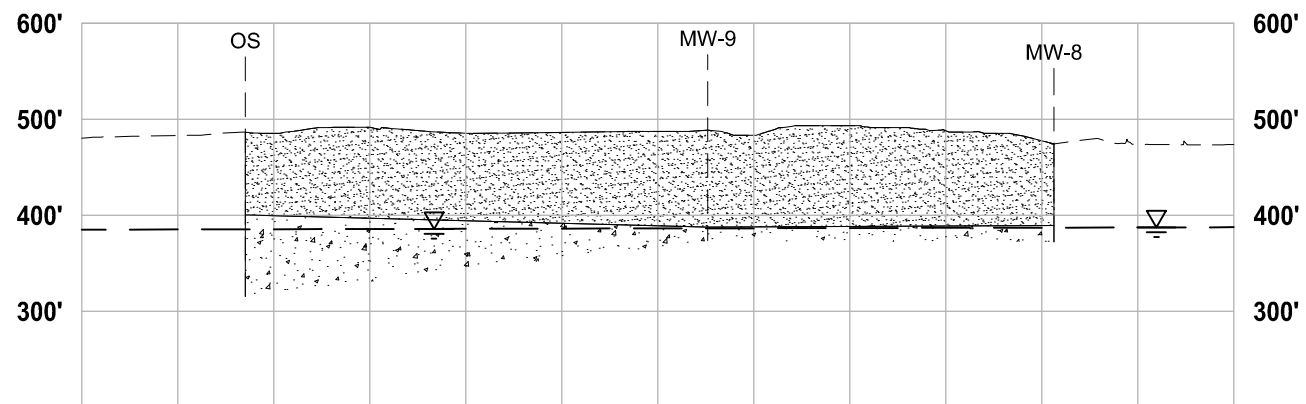
Figure B-1
Geologic Cross Sections
Horn Rapids Landfill

FILE: BL3820006P03T01F4-1 LAYOUT: FB-2 PATH: U:\PSO\Projects\Clients\3820-City of Richland\553-3820-006 HR_LFExpansion\99Svcs\CADD\Phase 3\Task 01\Figures PLOTTED BY: purgabut DATE: Wednesday, April 13, 2016 10:31:38 AM



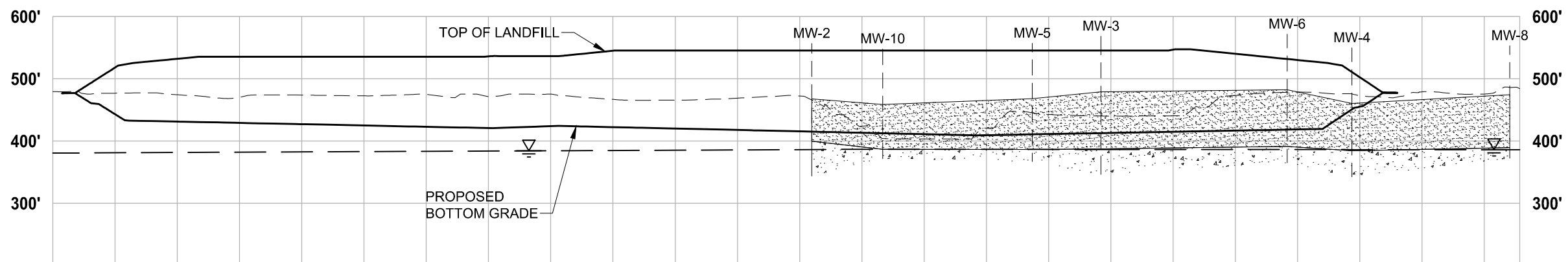
SECTION C-C

HORIZ: 1"=400'
VERT: 1"=200'



SECTION D-D

HORIZ: 1"=400'
VERT: 1"=200'



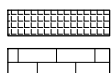
SECTION E-E

HORIZ: 1"=400'
VERT: 1"=200'

Legend:



Sand
Sand and Gravel
Refuse



Clay
Basalt



Groundwater Elevation

Note:

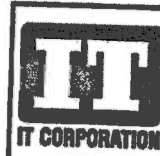
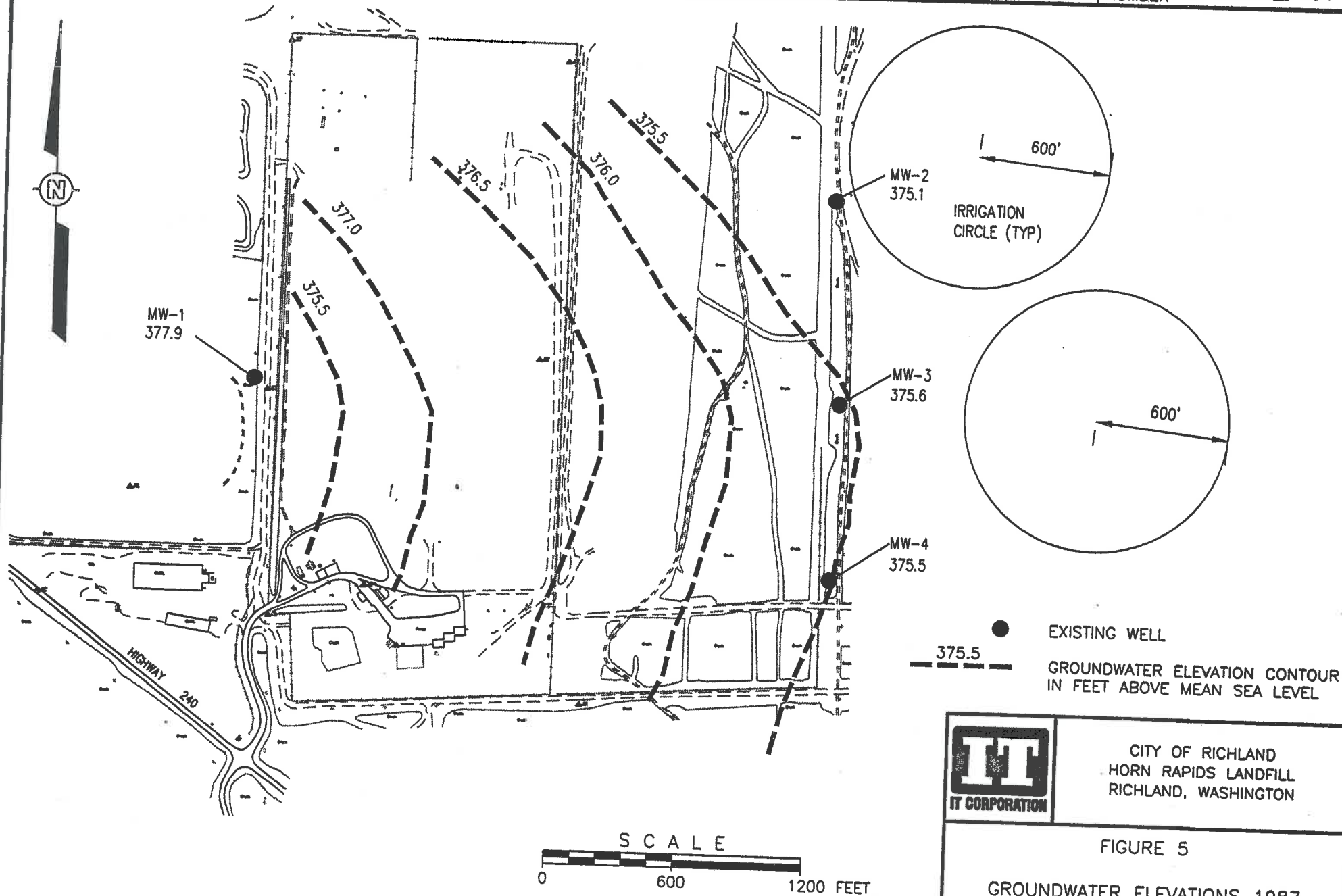
Vertical Datum: NAVD88

Figure B-2
Geologic Cross Sections
Horn Rapids Landfill

Appendix B

Potentiometric Surface Maps





CITY OF RICHLAND
HORN RAPIDS LANDFILL
RICHLAND, WASHINGTON

FIGURE 5

GROUNDWATER ELEVATIONS 1987
RICHLAND LANDFILL
RICHLAND, WASHINGTON

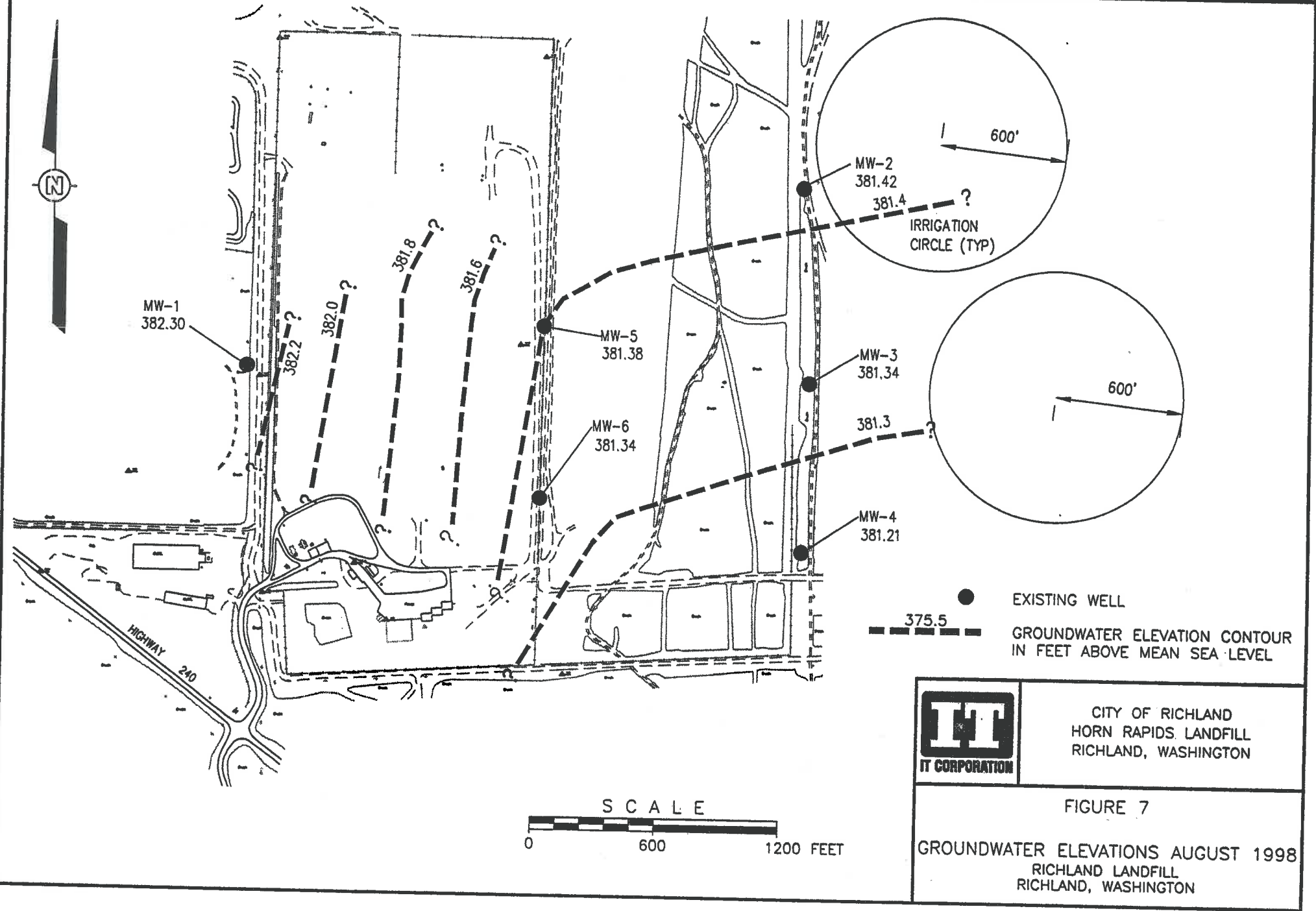
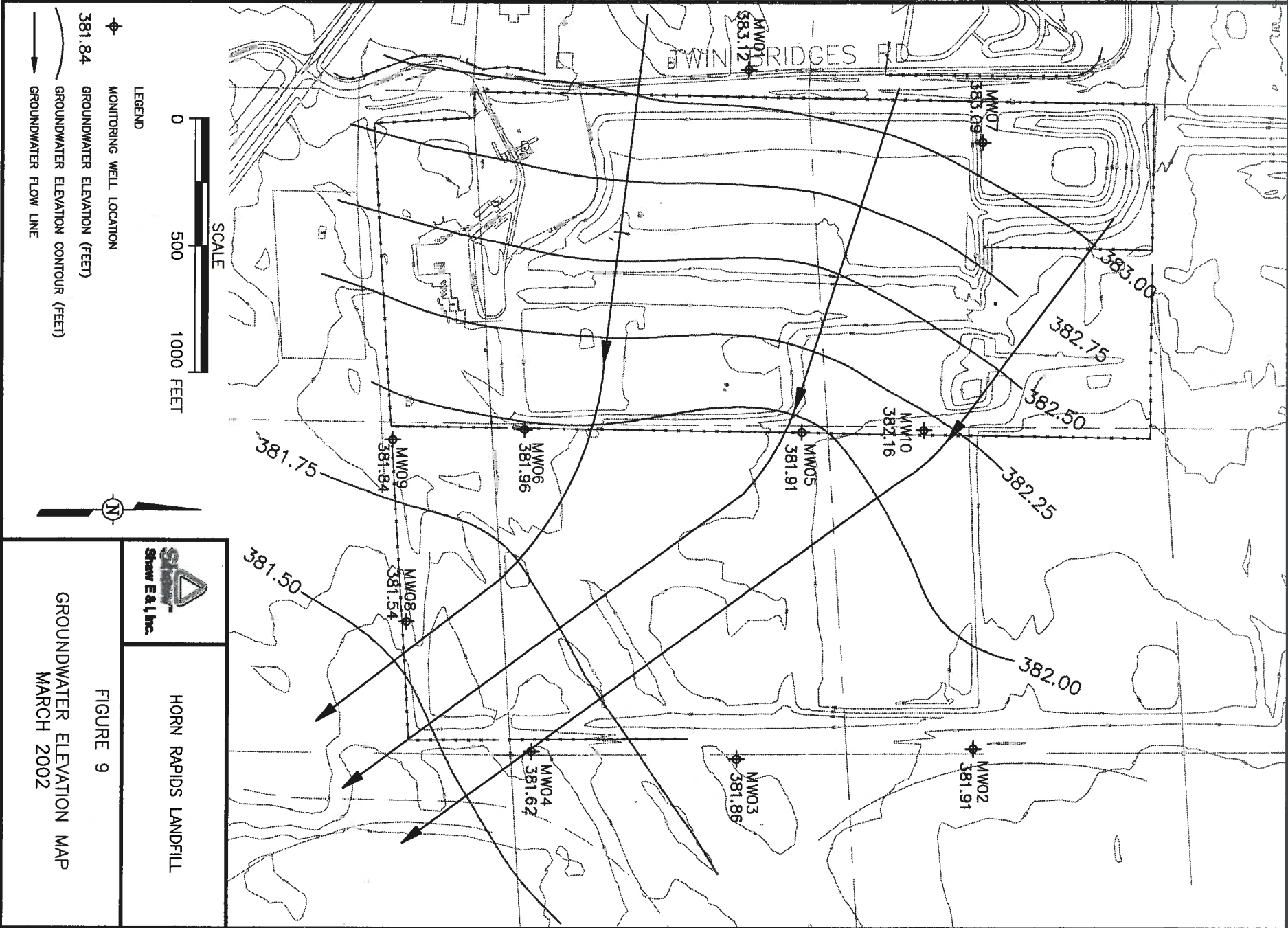


IMAGE	X-REF	OFFICE	DRAWN BY	CHECKED BY	APPROVED BY	DRAWING NUMBER
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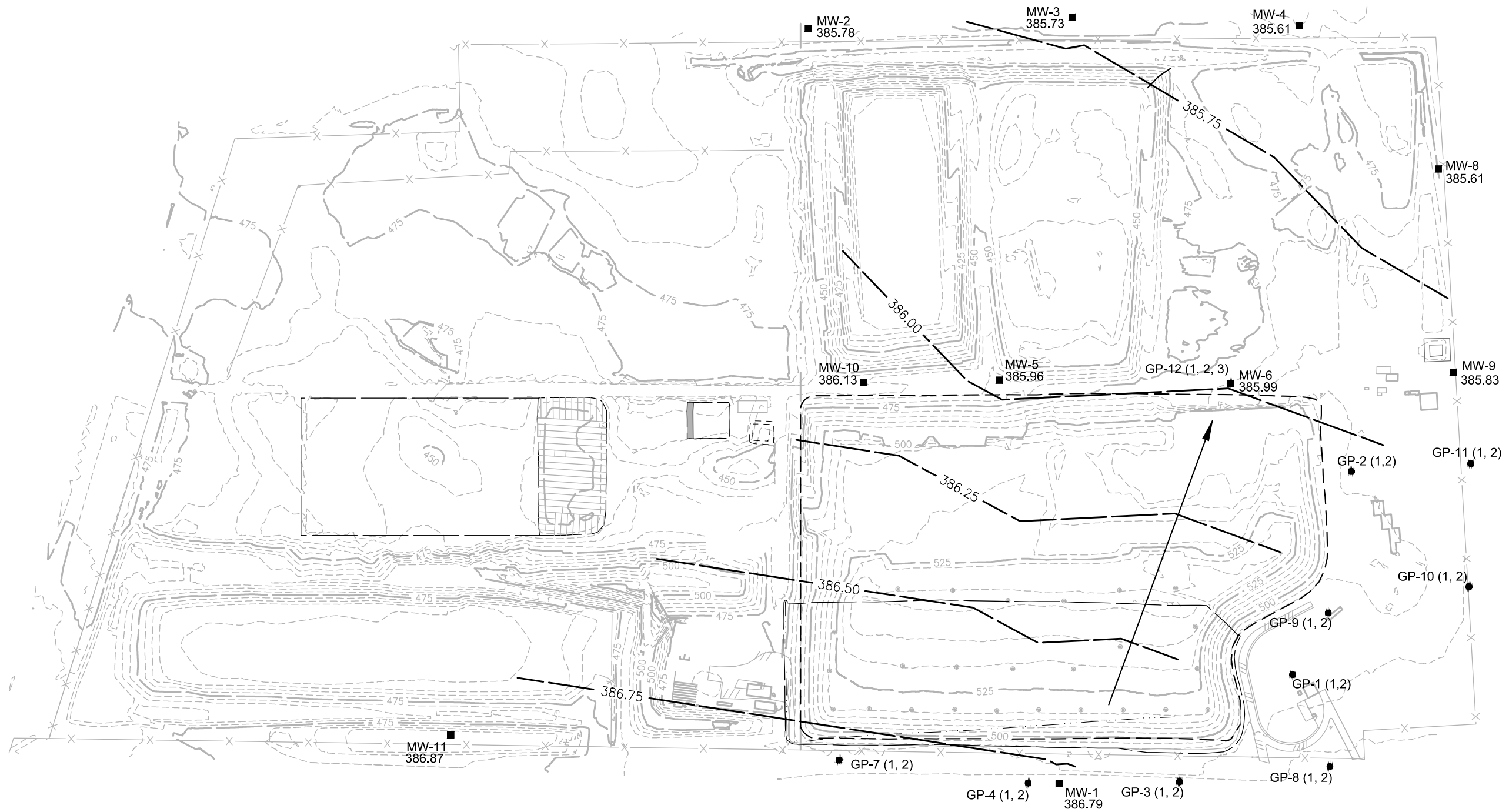


HORN RAPIDS LANDFILL

FIGURE 9

GROUNDWATER ELEVATION MAP
MARCH 2002

FILE: BL3820004P04T02-F2-1stQ2015 LAYOUT: Fig-2 PATH: U:\PSO\Projects\Clients\3820-City of Richmond\555-3820-004 HornRapid2011EM\995ca\CADD\555-3820-004\Phase 04\Task 02\Figures\ PLOTTED BY: purgubut DATE: Tuesday, June 02, 2015 10:34:32 AM



Topographic Contour Interval: 10 ft
Elevation Datum: NAVD88

Parametrix DATE: Jun 02, 2015 FILE: BL3820004P04T02-F2-1stQ2015

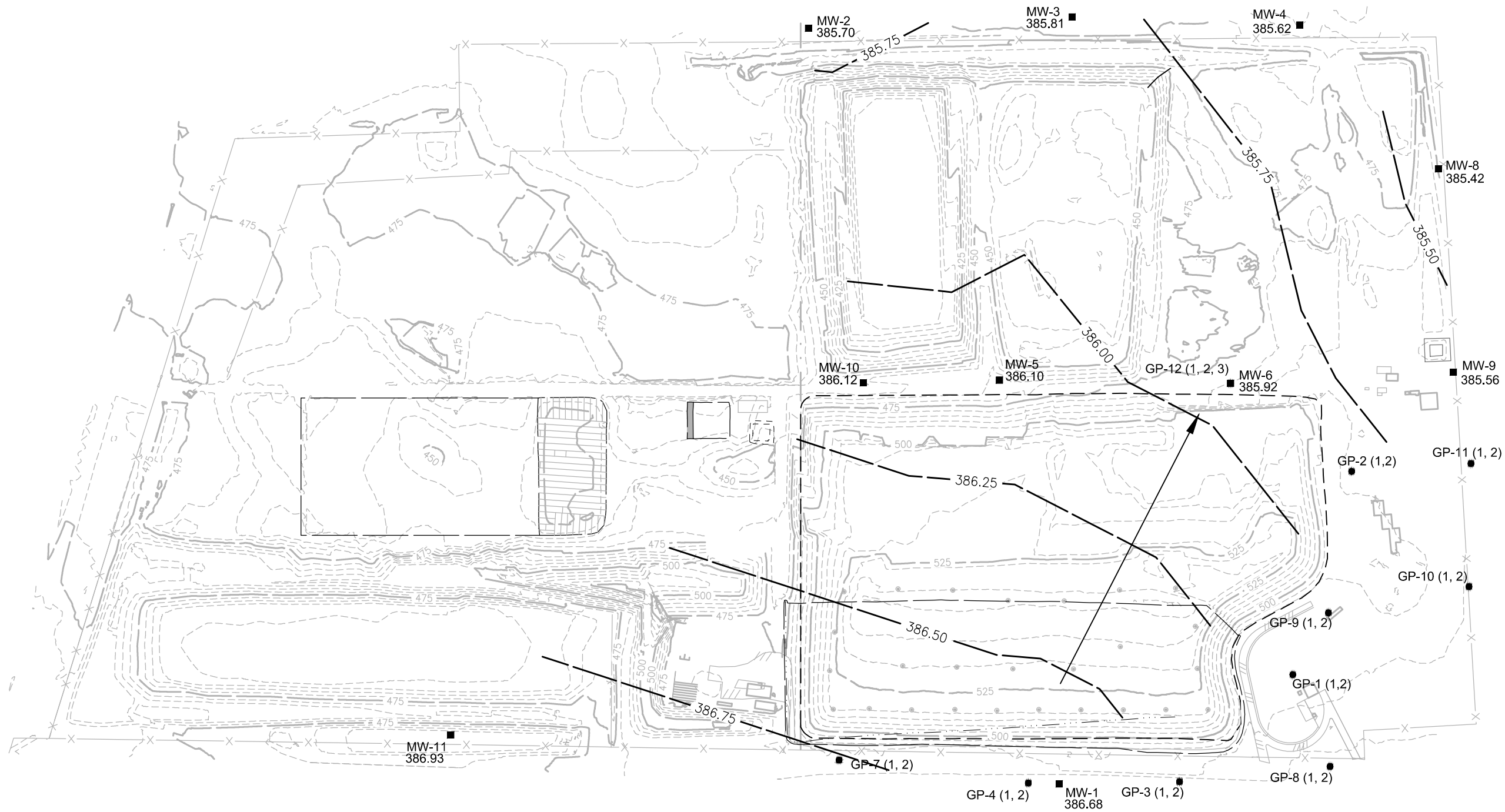


- LEGEND:**
- Approximate extent of refuse
 - Approximate site boundary
 - Groundwater elevation contour
 - Approximate groundwater flow direction

- Monitoring Stations**
- Monitoring well, with groundwater elevation in ft NAVD88 measured March 30 and 31, 2015
 - Gas Probe (1, 2, 3) with variable-depth screens

Figure 2
Potentiometric Surface Map
First Quarter 2015
Horn Rapids Landfill

FILE: BL3820004P04T02-F2-3rdQ2015 LAYOUT: Fig-2 PATH: U:\PSO\Projects\Clients\3820-City of Richmond\555-3820-004-HornRapid2011EM\995vcs\CADD\555-3820-004\Phase 04\Task 02\Figures\ PLOTTED BY: purgabul DATE: Tuesday, October 13, 2015 1:48:56 PM



Topographic Contour Interval: 10 ft
Elevation Datum: NAVD88

Parametrix DATE: Oct 13, 2015 FILE: BL3820004P04T02-F2-3rdQ2015



- LEGEND:**
- Approximate extent of refuse
 - Approximate site boundary
 - Groundwater elevation contour
 - Approximate groundwater flow direction

- Monitoring Stations**
- Monitoring well, with groundwater elevation in ft NAVD88 measured September 16 and 17, 2015
 - Gas Probe (1, 2, 3) with variable-depth screens

Figure 2
Potentiometric Surface Map
Third Quarter 2015
Horn Rapids Landfill

Appendix C

Landfill Gas Data



Summary of Methane Data in Gas Probes, Horn Rapids Landfill

Probe	Port	Ground Surface Elev	Top of Screen	Bottom of Screen	1/26/2006	10/7/2006	12/29/2006	3/15/2007	6/13/2007	9/27/2007	12/19/2007	3/26/2008	6/28/2008
GP-1	1	485.3	18.5	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	2	485.3	8.5	10.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
GP-2	1	489.1	36.5	38.0	37.1	14.6	30.5	16.2	31.7	2.8	1.9	41.9	32.1
	2	489.1	18.5	20.0	41.2	42.7	40.5	0.0	21.2	4.7	46.5	44.7	44.4
GP-3	1	477.1	36.5	38.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	2	477.1	18.5	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
GP-4	1	477.5	36.5	38.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	2	477.5	18.5	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
GP-5	1	479.4	56.5	58.0	6.4	10.1	12.3	0	2.0	0.8	13.9	12.7	0
	2	479.4	36.5	38.0	4.4	7.0	25.0	3.9	6.8	1.0	13.7	12.4	10.7
	3	479.4	18.5	20.0	0.1	0.0	10.4	0	0.0	0.5	4.1	1.2	0
GP-6	1	479.4	36.5	38.0	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	2	479.4	18.5	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
GP-7	1	479.4	24.0	28.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	2	479.4	11.0	15.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
GP-8	1	478.8	26.0	30.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	2	478.8	11.0	15.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
GP-9	1	489.3	26.0	30.0	6.3	0.1	7.8	0.0	0.0	1.2	2.2	17.0	9.0
	2	489.3	11.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1	0.0
GP-10	1	484.5	11.0	15.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	2	484.5	26.0	30.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
GP-11	1	486.0	36.0	39.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	2	486.0	14.0	17.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
GP-12	1	480.3	22.5	32.5	8.6	11.3	0.0	9.7	16.3	1.4	29.0	26.2	16.9
	2	480.3	49.5	59.5	28.7	35.3	7.2	21.2	26.4	4.6	35.3	30.9	30.0
	3	480.3	76.5	86.5	21.3	22.9	0.0	10.4	14.1	1.4	21.2	22.0	22.0

Summary of Methane Data in Gas Probes, Horn Rapids Landfill

Probe	Port	Ground Surface Elev	Top of Screen	Bottom of Screen	9/26/2008	1/8/2009	3/19/2009	6/17/2009	9/24/2009	12/17/2009	3/11/2010	6/16/2010	9/8/2010	11/18/2010
GP-1	1	485.3	18.5	20.0	0.0	0.0	0.0	0.1	0.0	0.1	0.0	0.0	0.0	0.0
	2	485.3	8.5	10.0	0.0	0.0	0.0	0.1	0.0	0.1	0.0	0.0	0.0	0.0
GP-2	1	489.1	36.5	38.0	0.2	34.2	41.4	35.6	36.8	0.1	36.8	27.8	33.6	0.0
	2	489.1	18.5	20.0	0.2	45.2	42.0	1.0	40.8	0.1	40.9	38.3	33.8	0.0
GP-3	1	477.1	36.5	38.0	0.0	0.0	0.0	0.2	0.0	0.1	0.0	0.0	0.0	0.0
	2	477.1	18.5	20.0	0.0	0.0	0.0	0.1	0.0	0.1	0.0	0.0	0.0	0.0
GP-4	1	477.5	36.5	38.0	0.0	0.0	0.0	0.1	0.0	0.1	0.0	0.0	0.0	0.0
	2	477.5	18.5	20.0	0.0	0.0	0.0	0.1	0.0	0.1	0.0	0.0	0.0	0.0
GP-5	1	479.4	56.5	58.0	1.0	15.2	13.7	1.8	0.4	8.7	14.7	NA	NA	NA
	2	479.4	36.5	38.0	11.2	9.7	12.6	13.9	0.2	10.9	13.0	NA	NA	NA
	3	479.4	18.5	20.0	0.3	0.0	2.6	0.5	3.1	8.9	2.0	NA	NA	NA
GP-6	1	479.4	36.5	38.0	0.0	0.0	0.0	0.0	0.0	0.1	0.0	NA	NA	NA
	2	479.4	18.5	20.0	0.0	0.0	0.0	0.1	0.0	0.2	0.0	NA	NA	NA
GP-7	1	479.4	24.0	28.0	0.0	0.0	0.0	0.1	0.0	0.1	0.0	0.0	0.0	0.0
	2	479.4	11.0	15.0	0.0	0.0	0.0	0.1	0.0	0.1	0.0	0.0	0.0	0.0
GP-8	1	478.8	26.0	30.0	0.0	0.0	0.0	0.1	0.0	0.1	0.0	0.0	0.0	0.0
	2	478.8	11.0	15.0	0.0	0.0	0.0	0.1	0.0	0.1	0.0	0.0	0.0	0.0
GP-9	1	489.3	26.0	30.0	0.0	16.4	16.4	17.7	18.1	0.1	2.6	0.0	11.3	0.0
	2	489.3	11.0	16.0	0.0	0.5	0.2	0.4	0.7	0.1	0.1	0.0	0.4	0.0
GP-10	1	484.5	11.0	15.0	0.0	0.0	0.0	0.1	0.0	0.1	0.0	0.0	0.0	0.0
	2	484.5	26.0	30.0	0.0	0.0	0.0	0.0	0.1	0.1	0.0	0.0	0.0	0.0
GP-11	1	486.0	36.0	39.0	0.0	0.0	0.0	0.0	0.0	0.1	0.0	0.0	0.0	0.0
	2	486.0	14.0	17.0	0.0	0.0	0.0	0.1	0.0	0.1	0.0	0.0	0.0	0.0
GP-12	1	480.3	22.5	32.5	21.8	20.4	23.4	21.6	23.5	0.0	18.8	15.5	19.5	26.6
	2	480.3	49.5	59.5	24.7	34.1	32.9	28.8	15.8	2.1	28.0	24.5	24.9	31.5
	3	480.3	76.5	86.5	16.3	27.3	23.5	18.6	19.5	0.1	21.5	19.6	18.0	21.4

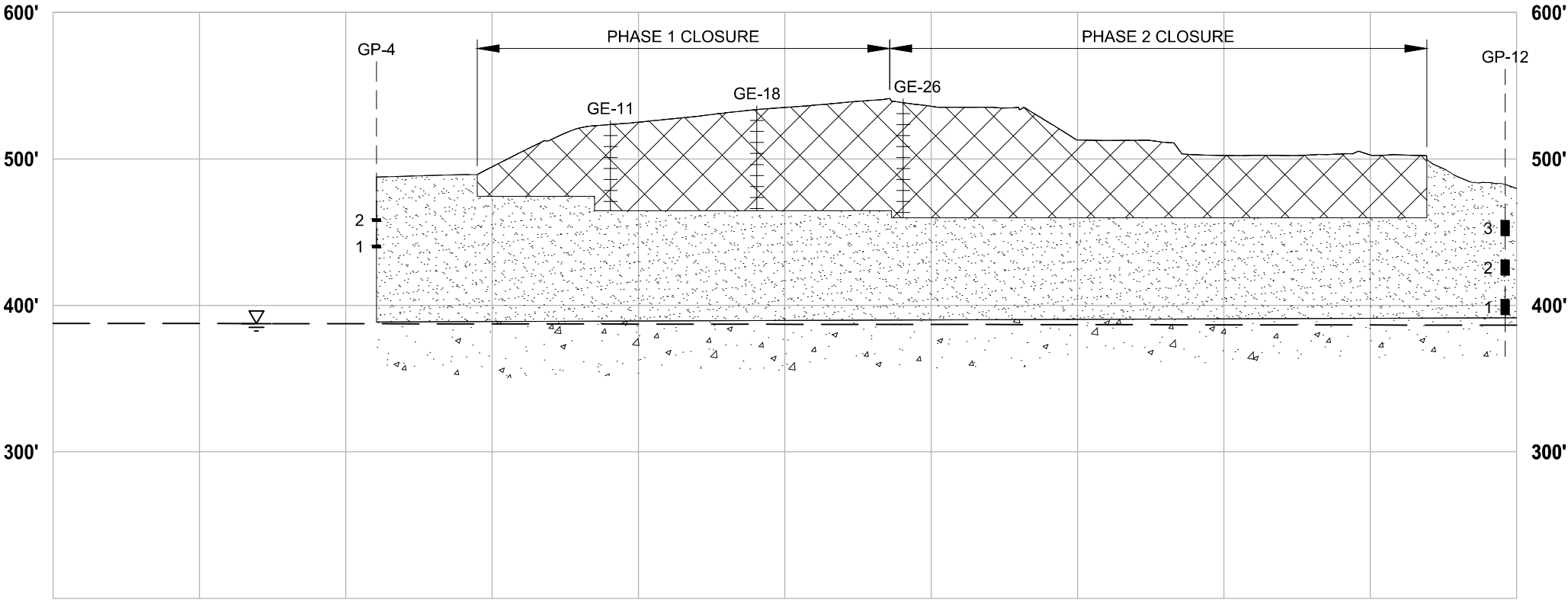
Summary of Methane Data in Gas Probes, Horn Rapids Landfill

Probe	Port	Ground Surface Elev	Top of Screen	Bottom of Screen	3/16/2011	6/21/2011	9/15/2011	12/16/2011	3/22/2012	6/20/2012	9/19/2012	10/16/2012	3/13/13	6/1/13
GP-1	1	485.3	18.5	20.0	0.0	0	0	0	0.0	0.0	0.0	0.0	0.0	0.0
	2	485.3	8.5	10.0	0.0	0	0	0	0.0	0.0	0.0	0.0	0.0	0.0
GP-2	1	489.1	36.5	38.0	0.2	35	0	0	3.0	0.0	0.0	0.0	0.0	0.0
	2	489.1	18.5	20.0	0.0	40	0	0	2.9	0.0	0.0	0.0	0.0	0.0
GP-3	1	477.1	36.5	38.0	0.0	0	0	0	0.0	0.0	0.0	0.0	0.0	0.0
	2	477.1	18.5	20.0	0.0	0	0	0	0.0	0.0	0.0	0.0	0.0	0.0
GP-4	1	477.5	36.5	38.0	0.0	0	0	0	0.0	0.0	0.0	0.0	0.0	0.0
	2	477.5	18.5	20.0	0.0	0	0	0	0.0	0.0	0.0	0.0	0.0	0.0
GP-5	1	479.4	56.5	58.0	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	2	479.4	36.5	38.0	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	3	479.4	18.5	20.0	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP-6	1	479.4	36.5	38.0	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	2	479.4	18.5	20.0	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP-7	1	479.4	24.0	28.0	0.0	0	0	0	0.0	0.0	0.0	0.0	0.0	0.0
	2	479.4	11.0	15.0	0.0	0	0	0	0.0	0.0	0.0	0.0	0.0	0.0
GP-8	1	478.8	26.0	30.0	0.0	0	0	0	0.0	0.0	0.0	0.0	0.0	0.0
	2	478.8	11.0	15.0	0.0	0	0	0	0.0	0.0	0.0	0.0	0.0	0.0
GP-9	1	489.3	26.0	30.0	0.0	0	0	2	0.0	0.0	0.0	0.0	0.0	0.0
	2	489.3	11.0	16.0	0.5	16	3	0	0.0	0.0	0.0	0.0	0.0	0.0
GP-10	1	484.5	11.0	15.0	0.0	0	0	0	0.0	0.0	0.0	0.0	0.0	0.0
	2	484.5	26.0	30.0	0.0	0	0	0	0.0	0.0	0.0	0.0	0.0	0.0
GP-11	1	486.0	36.0	39.0	0.0	0	0	0	0.0	0.0	0.0	0.0	0.0	0.0
	2	486.0	14.0	17.0	0.0	0	0	0	0.0	0.0	0.0	0.0	0.0	0.0
GP-12	1	480.3	22.5	32.5	15.0	11	16	10	7.0	8.0	8.0	8.0	5.0	4.0
	2	480.3	49.5	59.5	19.5	20	23	26	17.0	20.0	18.0	18.0	12.0	10.0
	3	480.3	76.5	86.5	17.2	16	17	17	16.0	17.0	20.0	15.0	14.0	11.0

Summary of Methane Data in Gas Probes, Horn Rapids Landfill

Probe	Port	Ground Surface Elev	Top of Screen	Bottom of Screen	9/20/13	1/8/14	3/13/14	6/18/14	9/29/14	12/12/14	3/19/2015	7/14/2015	10/7/2015	1/7/2016
GP-1	1	485.3	18.5	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
	2	485.3	8.5	10.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
GP-2	1	489.1	36.5	38.0	0.0	0.0	0.0	18.0	0.0	0.0	19.0	4.0	4.0	0
	2	489.1	18.5	20.0	0.0	0.0	0.0	2.0	0.0	0.0	28.0	0.0	2.7	0
GP-3	1	477.1	36.5	38.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
	2	477.1	18.5	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
GP-4	1	477.5	36.5	38.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
	2	477.5	18.5	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
GP-5	1	479.4	56.5	58.0	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	2	479.4	36.5	38.0	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	3	479.4	18.5	20.0	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP-6	1	479.4	36.5	38.0	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	2	479.4	18.5	20.0	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP-7	1	479.4	24.0	28.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
	2	479.4	11.0	15.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
GP-8	1	478.8	26.0	30.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
	2	478.8	11.0	15.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
GP-9	1	489.3	26.0	30.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0
	2	489.3	11.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0
GP-10	1	484.5	11.0	15.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
	2	484.5	26.0	30.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
GP-11	1	486.0	36.0	39.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
	2	486.0	14.0	17.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
GP-12	1	480.3	22.5	32.5	0.0	0.0	5.0	1.0	0.0	0.0	5.0	0.0	0.0	0
	2	480.3	49.5	59.5	0.0	4.0	12.0	2.0	0.0	0.0	0.0	0.0	0.8	1
	3	480.3	76.5	86.5	0.0	5.0	14.0	0.0	1.0	0.0	1.0	0.0	0.0	1

FILE: BL3820004P04T03F1 LAYOUT: FB-2 PATH: U:\PSO\Projects\Clients\3820-City of Richmond\555-3820-004 HornRapidz\2011EM\95Sves\CADD\555-3820-004\Phase 04\Task 03\Figures PLOTTED BY: purgabut DATE: Thursday, April 14, 2016 3:18:06 PM



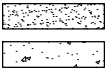
SECTION A

HORIZ: 1"=200'
VERT: 1"=100'

Note:

Vertical Datum: NAVD88

Legend:



Sand
Sand and Gravel



Clay
Basalt



GE-11

Groundwater Elevation
Gas Extraction Well

GP-12

3

Gas Probe, Showing Screened Intervals

**Geologic Cross Section
Showing Gas Probes
Horn Rapids Landfill**

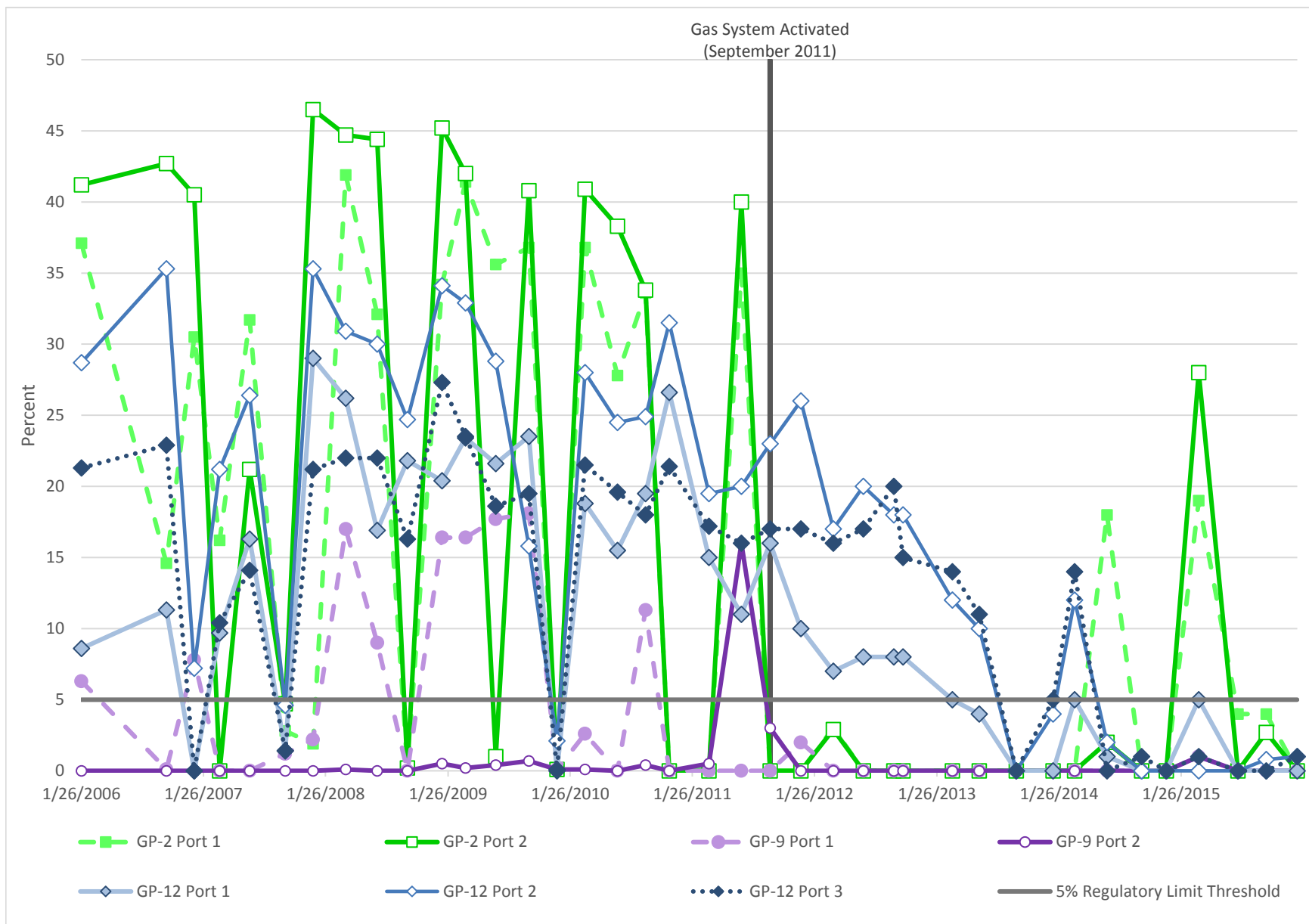
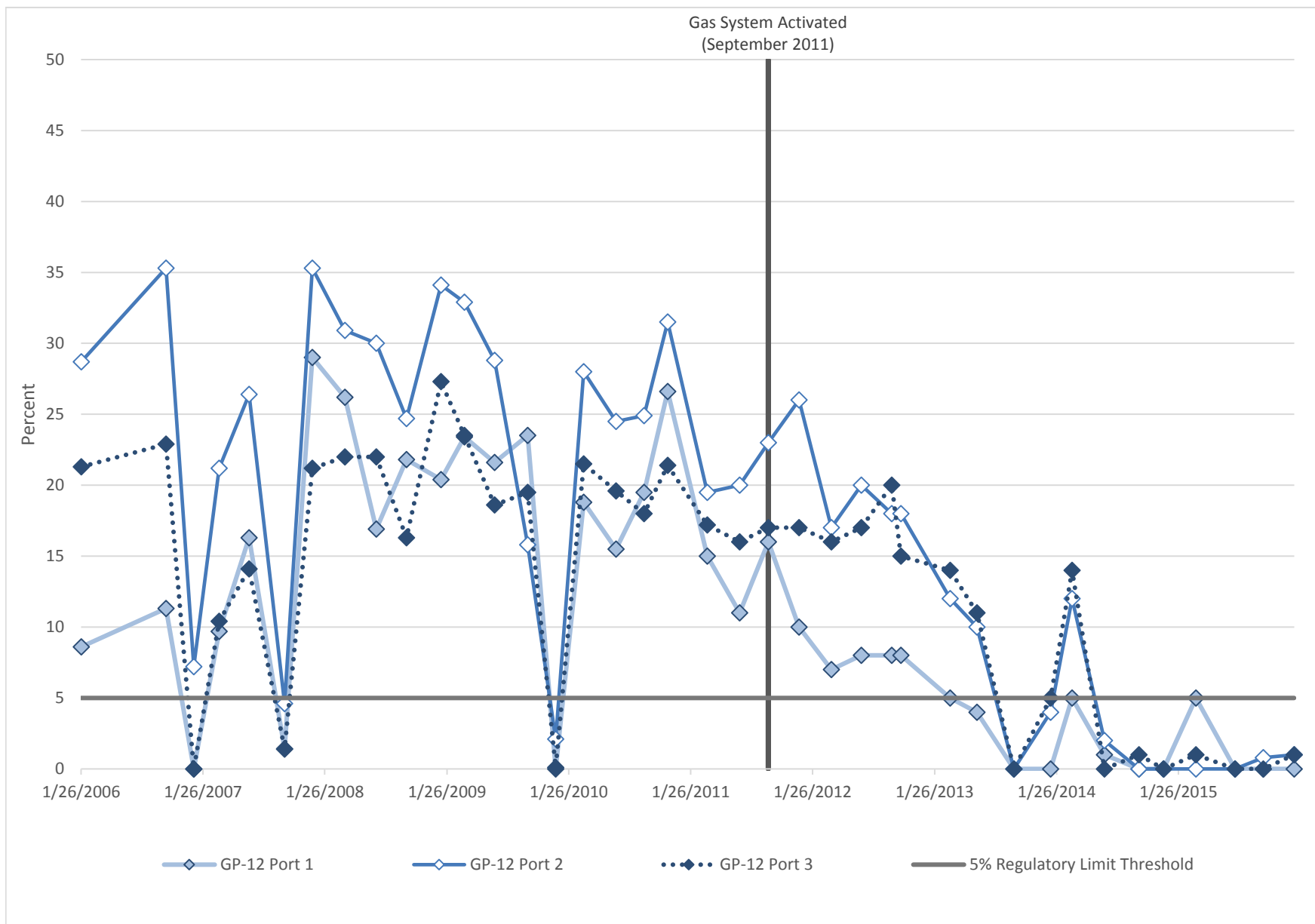


Figure 2
Methane in Landfill Gas Probes,
Horn Rapids Landfill



Revised in Area 59.7 ACRES

300'

Q/R 7387

1" = 200'

MW-07

Wells not
installed in
proposed
location

3.53 ACRES

12' AVG DEPTH

FILLED MAY 75 TO MAY 76

LANDFILL AREA

FILLED MAY 76 TO OCT 78

25' AVG DEPTH

FILLED MAY 76 TO OCT 78

25' AVG DEPTH

FILLED APR 82 TO MAR 85

25' AVG DEPTH

FILLED OCT 78 TO APR 82

30' AVG DEPTH

5.34 ACRES

UNFILLED
AREA

Use this
for ext. well

VERTICAL TRENCH
ORIENTATION

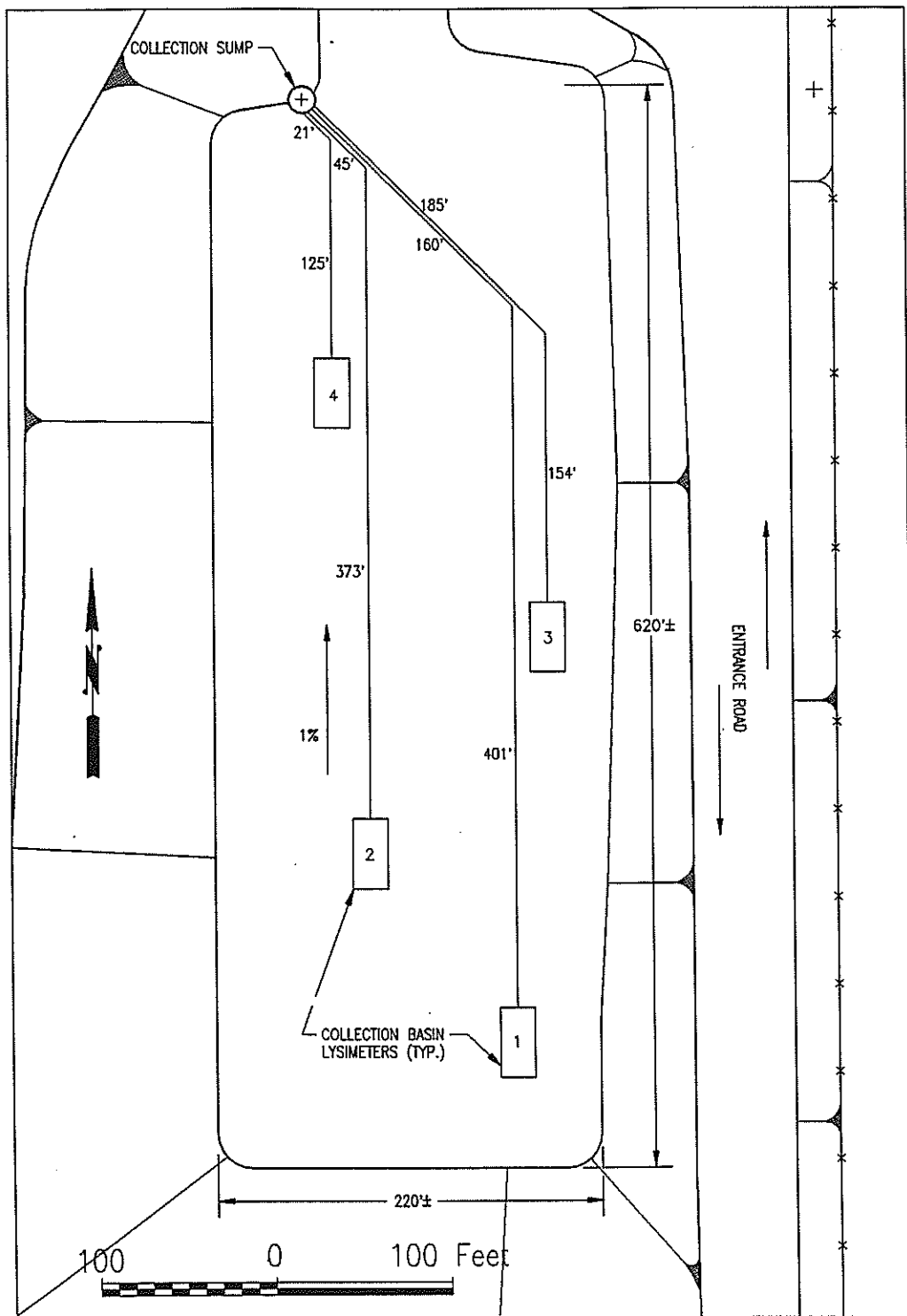
40' Joints

114.1

Appendix D

Leachate Data





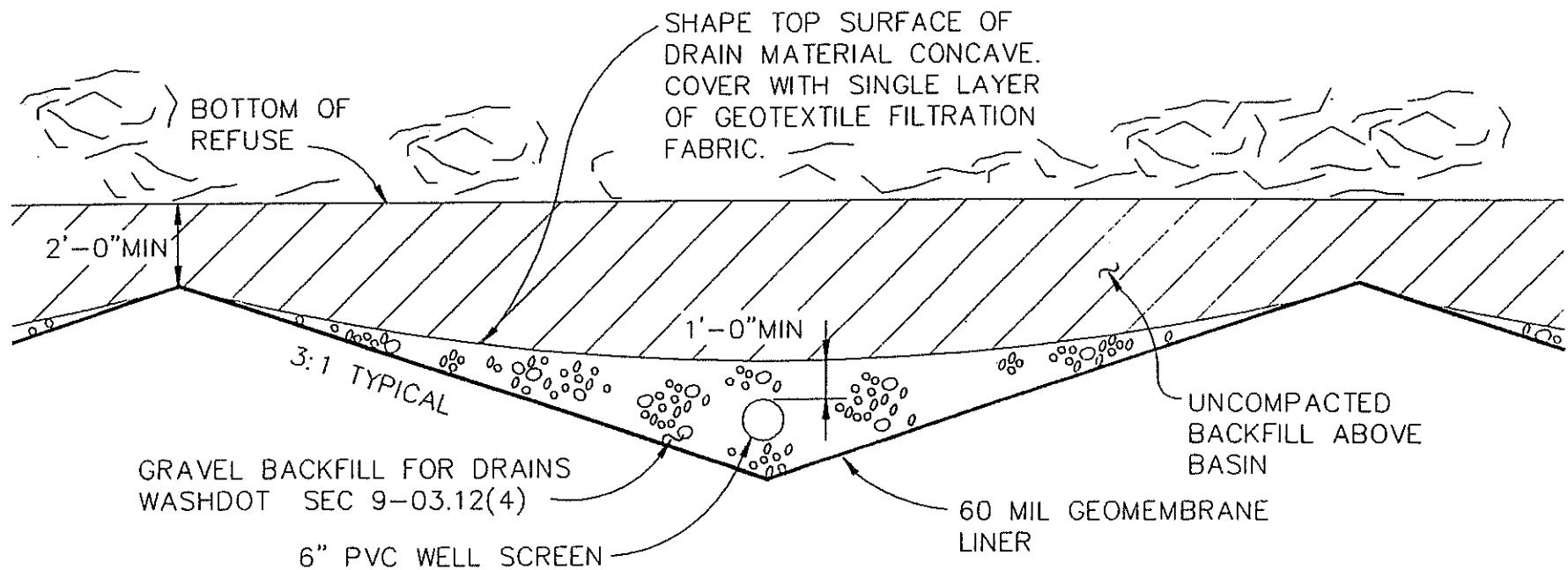
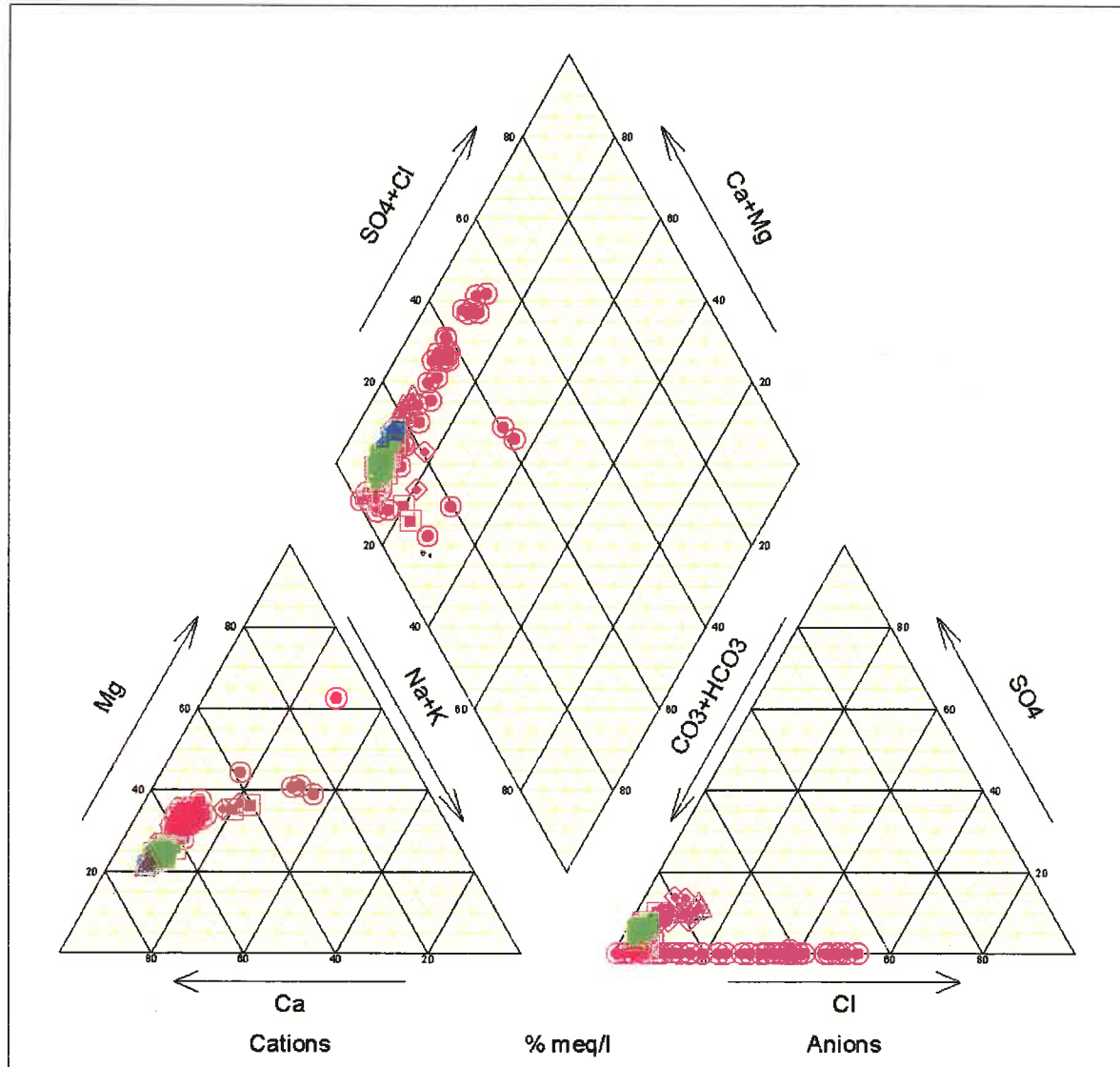


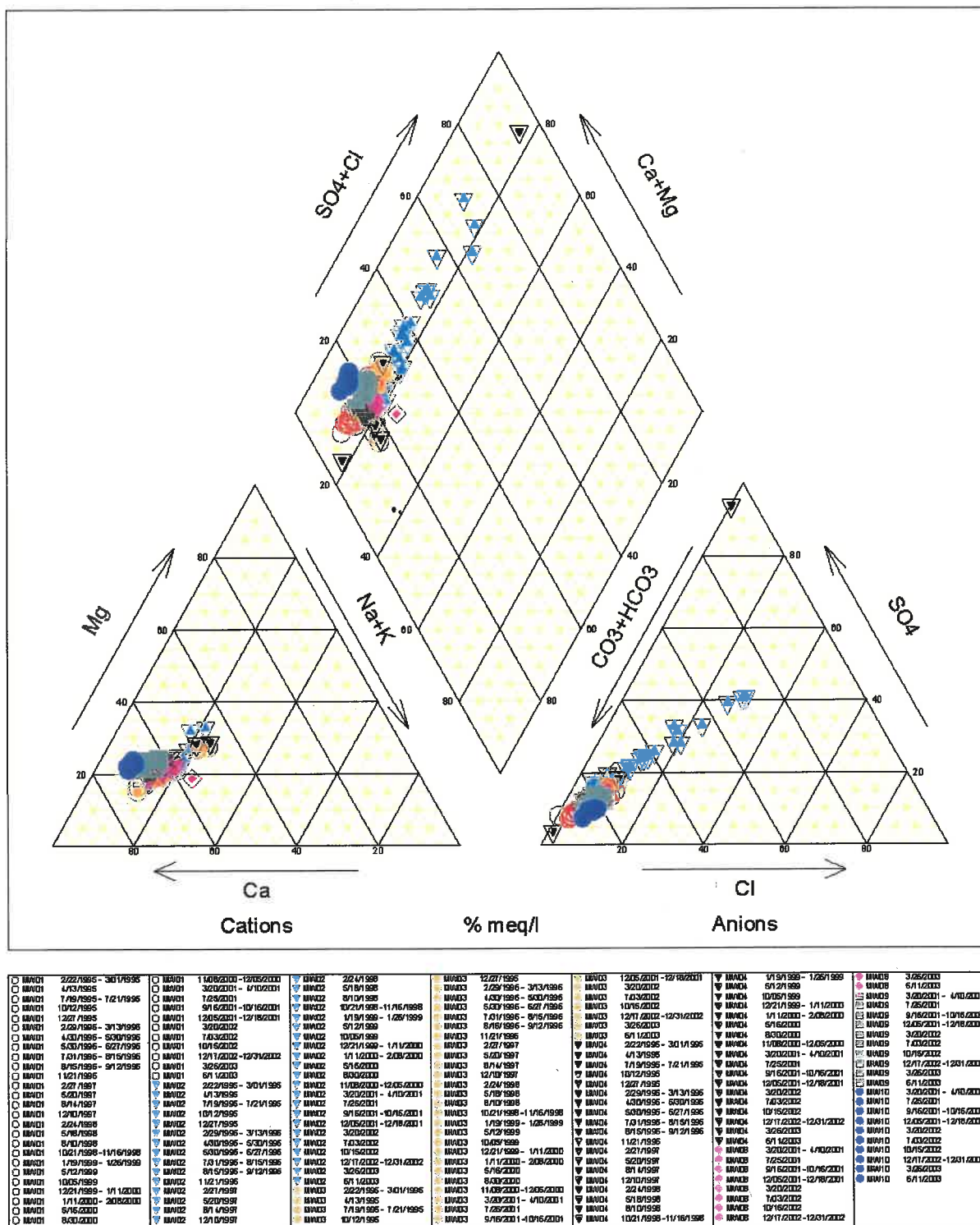
Figure III-3
Richland Landfill Closure
Cross-Section
Collection Basin Lysimeter

Figure 3-1
Piper (Trilinear) Diagram Showing Ionic Chemistry of MW05, MW06
and MW07 Groundwater Samples and Lysimeter Liquid Samples
Horn Rapids Landfill



port 1	5/18/1994 - 6/08/1994	port 3	4/15/1997	port 4	12/21/1999 - 1/11/2000	MW05	10/16/2001	MW06	11/08/2000 - 12/05/2000
port 1	10/13/1994	port 3	9/23/1997	port 4	1/11/2000 - 2/08/2000	MW05	12/05/2001 - 12/18/2001	MW06	3/20/2001 - 4/10/2001
port 1	2/22/1995 - 3/01/1995	port 3	4/08/1998	port 4	11/08/2000 - 12/05/2000	MW05	3/20/2002	MW06	7/25/2001
port 1	8/15/1995 - 9/12/1995	port 3	10/21/1998 - 11/15/1998	port 4	6/18/2001	MW05	7/03/2002	MW06	10/16/2001
port 1	4/15/1997	port 3	6/29/1999	port 4	12/05/2001 - 12/18/2001	MW05	10/15/2002	MW06	12/05/2001 - 12/18/2001
port 1	9/23/1997	port 3	12/21/1999 - 1/11/2000	MW05	5/18/1998	MW05	12/17/2002 - 12/31/2002	MW06	3/20/2002
port 1	4/08/1998	port 3	1/11/2000 - 2/08/2000	MW05	6/30/1998 - 7/07/1998	MW05	3/26/2003	MW06	7/03/2002
port 1	10/21/1998 - 11/15/1998	port 3	6/18/2001	MW05	8/10/1998	MW05	6/11/2003	MW06	10/15/2002
port 1	12/21/1999 - 1/11/2000	port 3	11/08/2000 - 12/05/2000	MW05	10/21/1998 - 11/15/1998	MW05	5/18/1998	MW06	12/17/2002 - 12/31/2002
port 1	1/11/2000 - 2/08/2000	port 3	12/05/2001 - 12/18/2001	MW05	1/28/1999	MW05	6/30/1998 - 7/07/1998	MW06	3/20/2002
port 1	11/08/2000 - 12/05/2000	port 4	5/18/1994 - 6/08/1994	MW05	5/12/1999	MW05	8/10/1998	MW06	7/25/2001
port 1	6/18/2001	port 4	10/13/1994	MW05	10/05/1999	MW05	10/21/1998 - 11/15/1998	MW06	8/11/2003
port 1	12/05/2001 - 12/18/2001	port 4	2/22/1995 - 3/01/1995	MW05	12/21/1999 - 1/11/2000	MW05	1/26/1999	MW07	3/20/2001 - 4/10/2001
port 2	2/22/1995 - 3/01/1995	port 4	7/18/1995 - 7/21/1995	MW05	1/11/2000 - 2/08/2000	MW05	5/12/1999	MW07	7/25/2001
port 2	7/18/1995 - 7/21/1995	port 4	8/15/1995 - 9/12/1995	MW05	5/16/2000	MW05	10/05/1999	MW07	10/16/2001
port 2	8/15/1995 - 9/12/1995	port 4	4/15/1997	MW05	8/30/2000	MW05	12/21/1999 - 1/11/2000	MW07	12/05/2001 - 12/18/2001
port 2	4/15/1997	port 4	9/23/1997	MW05	11/08/2000 - 12/05/2000	MW05	1/11/2000 - 2/08/2000	MW07	7/03/2002
port 2	9/23/1997	port 4	4/08/1998	MW05	3/20/2001 - 4/10/2001	MW05	5/15/2000	MW07	3/26/2003
port 3	8/15/1995 - 9/12/1995	port 4	6/29/1999	MW05	7/25/2001	MW05	8/30/2000	MW07	8/11/2003

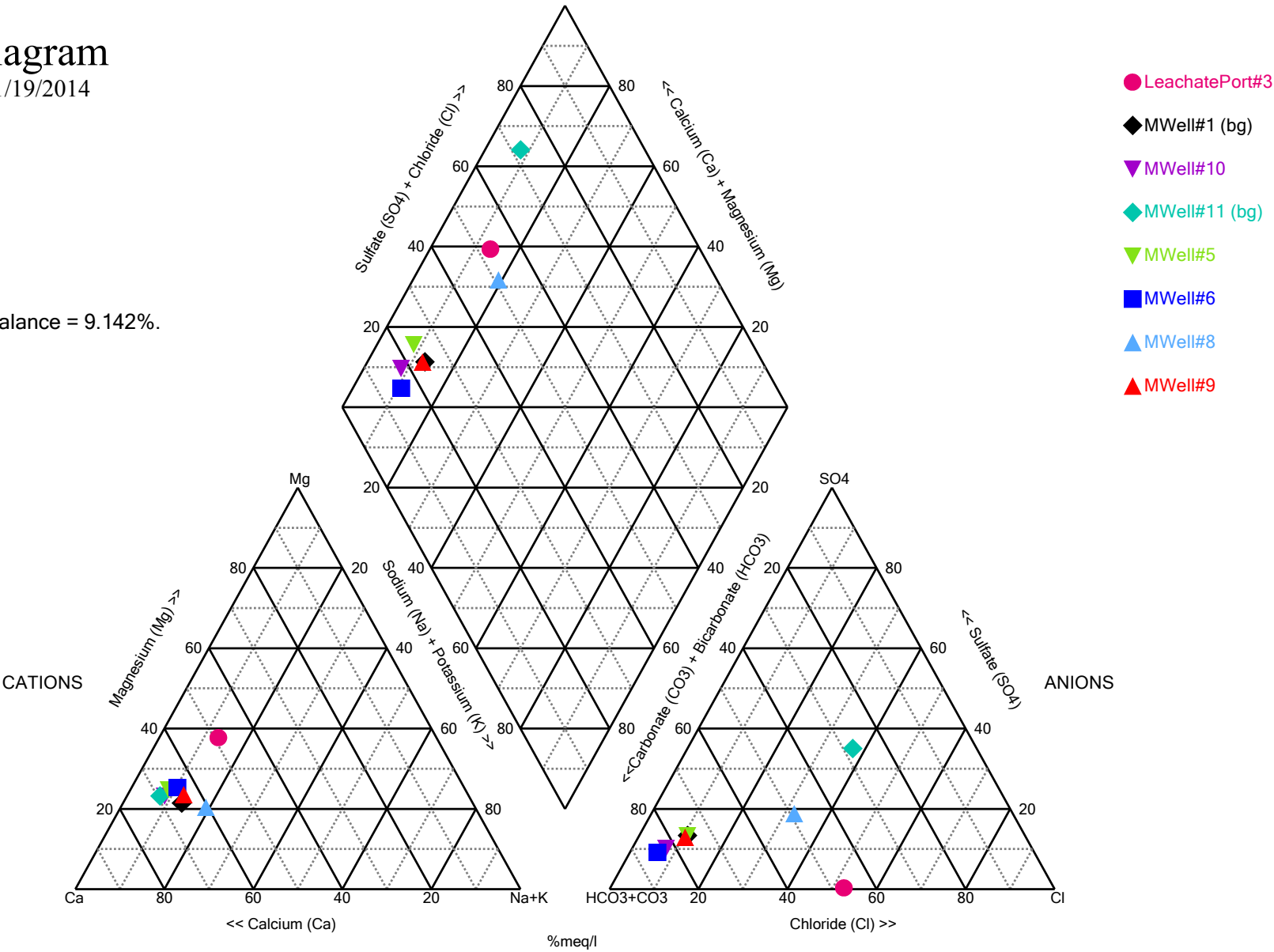
Figure 3-2
Trilinear (Piper) Diagram Showing
Ionic Chemistry of MW01, MW02, MW03, MW04, MW08,
MW09 and MW10 Groundwater Samples
Horn Rapids Landfill



Piper Diagram

11/20/2014, 11/19/2014

Cation-Anion Balance = 9.142%.



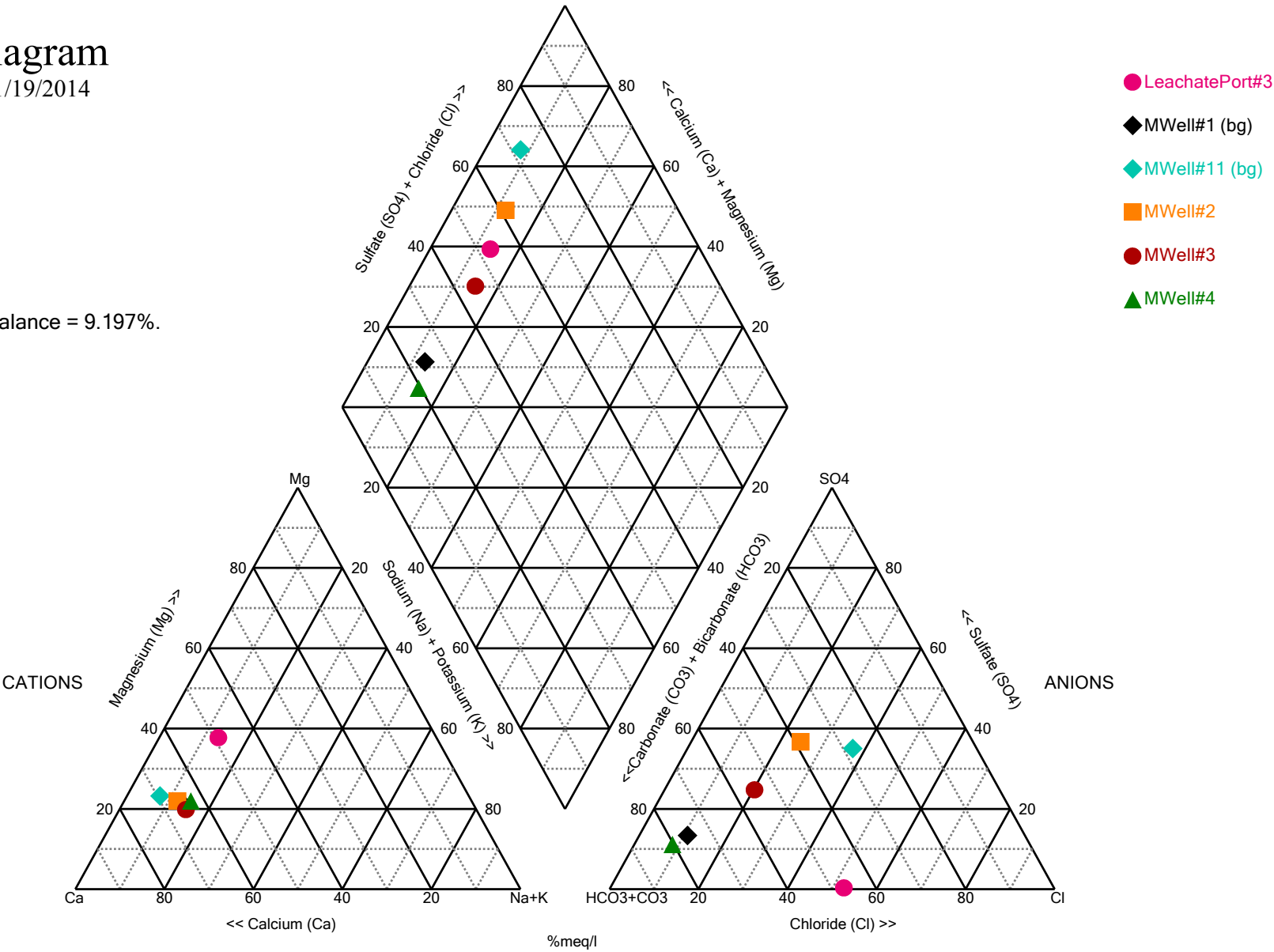
Analysis Run 2/19/2015 4:36 PM

Facility: Horn Rapids LF Client: City of Richland Data File: 4Q_14_PIPER2

Piper Diagram

11/20/2014, 11/19/2014

Cation-Anion Balance = 9.197%.



Analysis Run 2/19/2015 4:35 PM

Facility: Horn Rapids LF Client: City of Richland Data File: 4Q_14_PIPER2

Appendix E

Groundwater Data and Isoconcentration Maps



Table E-1. Groundwater Quality Results, Appendix I and II¹, Horn Rapids Landfill, 2015

					MW-1	MW-1	MW-1	MW-1	MW-2	MW-2	MW-2	MW-2	MW-3	MW-3	MW-3	MW-3	MW-4	MW-4	MW-4	MW-4	MW-5	MW-5	MW-5	MW-5	MW-6	
Analyte					3/31/2015	6/24/2015	9/16/2015	12/2/2015	3/30/2015	6/24/2015	9/17/2015	12/3/2015	3/30/2015	6/24/2015	9/17/2015	12/3/2015	3/31/2015	6/24/2015	9/17/2015	12/3/2015	3/30/2015	6/25/2015	9/16/2015	12/2/2015	3/30/2015	
Units																										
GWQS																										
MCL																										
FIELD DATA	Conductivity	µmhos/cm		700 **	887.0	879	850	998	752.0	553	607	563	662.0	677	663	651	460.0	483	476	461	1189	1384	1202	1168	1102	
	pH	units	6.5-8.5		7.06	7.74	7.24	7.12	7.54	7.90	7.75	7.63	7.62	8.13	7.79	7.64	7.57	8.08	7.71	7.55	6.55	7.22	6.74	6.71	6.50	
	Temperature	C°			20.13	21.30	21.11	20.16	20.71	21.85	21.26	19.81	20.83	22.72	22.80	21.76	18.69	21.46	20.41	19.71	24.68	25.23	23.21	21.85	23.68	
	Oxidation-Reduction Potential	mv			140	120.2	-54.2	0.2	84	108.8	-108.0	-70.5	83	102.0	-80.8	-41.4	164	110.4	-114.5	-87.4	-30	19.7	-261.8	-275.6	51	
	Dissolved Oxygen	mg/L			5.69	5.30	4.84	5.64	7.30	6.54	5.18	6.05	7.95	7.35	4.49	7.03	4.32	3.81	1.58	3.45	0.85	1.06	0.38	0.63	0.47	
WATER QUALITY PARAMETERS	Nitrate-Nitrogen	mg/L as N	10 *	10 *	8.7	8.9	8.6	8.4	25	15 H	18 H	19 H	7.4	7.6	7.5	7.7	2.2	2.4	2.3	2.4	3.2	35	5.4 H	3.1 H	2.0	
	Calcium	Dissolved	mg/L		120	130	120	110	99	70	76	81	88	88	85	90	65	65	67	70	180	200	180	200	160	
		Total	mg/L		120	120	NA	NA	98	71	NA	NA	88	88	NA	NA	64	63	NA	NA	180	200	NA	NA	160	
	Sodium	Dissolved	mg/L		23	23	22	21	17	13	14	15	18	18	18	18	13	13	14	14	21	22	21	22	23	
		Total	mg/L		23	22	NA	NA	17	14	NA	NA	18	18	NA	NA	14	13	NA	NA	20	22	NA	NA	23	
	Bicarbonate Alkalinity	mg/L as CaCO3			350	330	330	290	120	110	120	120	170	160	170	150	200	210	210	190	540	460	520	490	540	
	Chloride	mg/L	250 **	250 **	27	27	26	27	41	27	30	29	40	44	44	48	10	11	11	11	43	40	45	50	19	
	Magnesium	Dissolved	mg/L		25	25	23	23	21	15	16	17	17	16	15	16	14	14	14	14	42	44	39	41	40	
		Total	mg/L		26	24	NA	NA	22	15	NA	NA	17	16	NA	NA	14	14	NA	NA	40	43	NA	NA	39	
	Potassium	Dissolved	mg/L		8.7	8.3	8.0	7.8	7.5	6.0	6.1	6.5	8.1	7.9	7.4	8.0	6.4	6.3	6.2	6.6	12	12	11	12	12	
		Total	mg/L		9.2	7.9	NA	NA	8.3	6.1	NA	NA	8.8	7.8	NA	NA	6.7	6.2	NA	NA	12	12	NA	NA	12	
	Sulfate	mg/L	250 **	250 **	49	49	46	50	92	64	67	71	70	78	77	84	22	23	21	24	55	73	54	59	46	
	Total Alkalinity	mg/L as CaCO3			350	330	330	290	120	110	120	120	170	160	170	150	200	210	210	190	540	460	520	490	540	
	Iron	Dissolved	mg/L	0.3 **	0.3 **	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	
		Total	mg/L	0.3 **	0.3 **	<0.5	<0.5	NA	NA	<0.5	<0.5	NA	NA	<0.5	<0.5	NA	NA	<0.5	<0.5	NA	<0.5	<0.5	NA	<0.5	<0.5	
	Manganese	Dissolved	mg/L	0.05 **	0.05 **	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	0.039	0.029	0.026	0.037	0.03	
		Total	mg/L	0.05 **	0.05 **	<0.02	<0.02	NA	NA	<0.02	<0.02	NA	NA	<0.02	<0.02	NA	NA	<0.02	<0.02	NA	NA	0.04	0.028	NA	NA	0.031
	Ammonia-Nitrogen	mg/L as N			<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	
	Total Organic Carbon	mg/L			1.7	1.9	1.5	1.4	1.5	1.1	<1.0	1.0	1.3	1.2	1.1	1.2	<1.0	<1.0	<1.0	<1.0	4.5	3.1	3.2	3.9	1.7	
Total Dissolved Solids	mg/L	500 **	500 **	530	520	540	510	520	360	410	390	430	400	440	420	300	290	290	300	760	870	760	750	690		
Total Suspended Solids	mg/L			<2.5	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.5		
METALS	Antimony	Dissolved	mg/L	6 *	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004	
	Antimony	Total	mg/L	6 *	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004		
	Arsenic	Dissolved	mg/L	0.00005 ***	0.01 *	0.0057	0.0037	NA	NA	0.0046	0.0033	NA	NA	0.0081	0.0061	NA	NA	0.0052	0.0043	NA	NA	0.0043	0.0022	NA	NA	0.0036
	Arsenic	Total	mg/L	0.00005 ***	0.01 *	0.0055	0.0038	0.0042	0.0044	0.0046	0.0035	0.0037	0.0038	0.0080	0.0063	0.0070	0.0072	0.0052	0.0041	0.0043	0.0048	0.0042	0.0022	0.0023	0.0027	0.0032
	Barium	Dissolved	mg/L	1 *	2 *	0.052	0.055	NA	NA	0.043	0.034	NA	NA	0.034	0.037	NA	NA	0.033	0.038	NA	NA	0.099	0.130	NA	NA	0.091
	Barium	Total	mg/L	1 *	2 *	0.054	0.055	0.055	0.058	0.046	0.035	0.038	0.043	0.036	0.037	0.038	0.043	0.034	0.036	0.035	0.042	0.100	0.130	0.110	0.130	0.092
	Beryllium	Dissolved	mg/L	0.004 *	<0.0004	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004
	Beryllium	Total	mg/L	0.004 *	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	
	Cadmium	Dissolved	mg/L	0.01 *	0.005 *	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004
	Cadmium	Total	mg/L	0.01 *	0.005 *	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	
	Chromium	Dissolved	mg/L	0.05 *	0.1 *	0.0021	0.0022	NA	NA	0.0029	0.0019	NA	NA	0.0029	0.0034	NA	NA	0.0014	0.0015	NA	NA	0.00074	0.0014	NA	NA	<0.0004
	Chromium	Total	mg/L	0.05 *	0.1 *	0.004	0.0036	0.0033	0.0029	0.025	0.006	0.0035	0.007	0.0089	0.014	0.0075	0.0067	0.0021	0.0018	0.0017	0.0018	0.0011	0.0023	0.00093	0.0015	<0.0004
	Cobalt	Dissolved	mg/L		<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	0.0015	0.0027	NA	NA	0.0028	0.003	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004	
	Cobalt	Total	mg/L		<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	0.0057	0.0096	0.0063	0.0033	0.0045	0.0041	0.0023	0.0015	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	
	Copper	Dissolved	mg/L	1 **	<0.002	<0.002	<0.002	NA	<0.002	<0.002	NA	NA	0.0032	<0.002	<0.002	NA	<0.002	0.0029	NA	NA	<0.002	<0.002	0.002	0.002	NA	<0.002
	Copper	Total	mg/L	1 **	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	0.0056	0.0038	0.0024	0.004	<0.002	
	Lead	Dissolved	mg/L	0.05 *	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004	0.0011	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004	
	Lead	Total	mg/L	0.05 *	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	0.00043	0.00058	<0.0004	<0.0004	<0.0004	
	Nickel	Dissolved	mg/L	0.1 *	<0.003	<0.003	NA	NA	<0.003	<0.003	NA	NA	0.003	0.0056	NA	NA	<0.003	<0.003	NA	NA	0.0036	<0.003	NA	NA	<0.003	
	Nickel	Total	mg/L	0.1 *	<0.003	<0.003	<0.003	<0.003	0.0055	<0.003	<0.003	<0.003	0.0062	0.011	0.005	<0.003	<0.003	<0.003	<0.003	<0.003	0.0038	<0.003	<0.003	0.0031	<0.003	
	Selenium	Dissolved	mg/L	0.01 *	0.05 *	0.0017	0.0013	NA	NA	0.0023	0.0014	NA	NA	0.0021	0.0019	NA	NA	<0.001	<0.001	NA	NA	<0.001	<0.001	NA	NA	<0.001
	Selenium	Total	mg/L	0.01 *	0.05 *	0.0019	0.0015	0.0016	0.0015	0.0025	0.0014	0.0018	0.0016	0.002	0.0017	0.002	0.0023	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001
	Silver	Dissolved	mg/L	0.05 *	0.1 **	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004
	Silver	Total	mg/L	0.05 *	0.1 **	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	
	Thallium	Dissolved	mg/L	0.002 *	<0.001	<0.001	NA	NA	<0.001</																	

Table E-1. Groundwater Quality Results, Appendix I and II¹, Horn Rapids Landfill, 2015

					MW-6	MW-6	MW-6	MW-21						MW-21				MW-21							
					6/25/2015	9/16/2015	12/2/2015	(MW-6 Dup)	3/31/2015	6/24/2015	9/17/2015	12/3/2015	3/30/2015	(MW-9 Dup)	6/24/2015	9/17/2015	12/3/2015	3/30/2015	6/24/2015	9/16/2015	(MW-10 Dup)	12/2/2015	3/30/2015	6/24/2015	
					Analyte	Units	GWQS	MCL																	
FIELD DATA	Conductivity	µmhos/cm		700 **	1110	1081	1064	NA	739.0	579	929	564	934.0	NA	999	1032	851	1320	1322	1313	NA	1262	1459	1546	
	pH	units	6.5-8.5		7.77	6.64	6.60	NA	7.59	8.72	7.82	7.72	6.91	NA	7.81	6.97	6.96	6.46	7.25	6.65	NA	6.60	7.32	8.07	
	Temperature	C°			23.45	26.04	22.52	NA	18.80	24.37	21.53	20.65	21.41	NA	22.39	22.50	21.21	23.92	22.82	24.52	NA	23.29	20.56	23.53	
	Oxidation-Reduction Potential	mv			97.1	-215.0	-216.3	NA	75	110.0	-84.7	-65.3	31	NA	96.9	-130.3	-87.0	70	88.6	-224.7	NA	-224.0	28	101.1	
	Dissolved Oxygen	mg/L			0.87	0.44	0.47	NA	8.96	8.07	7.79	7.53	3.23	NA	2.84	2.98	2.73	0.81	0.63	0.40	NA	0.35	7.97	7.18	
WATER QUALITY PARAMETERS	Nitrate-Nitrogen	mg/L as N	10 *	10 *	1.8	2.0 H	2.2 H	2.2 H	14	8.2	17 H	8.4	3.4	3.4	3.2	3.5	3.9	4.2	3.2	4.1	4.1	4.3	36	37	
	Calcium	Dissolved	mg/L		160	160	170	160	98	67	120	67	130	140	140	150	130	220	200	200	210	210	220	220	
		Total	mg/L		160	NA	NA	NA	98	68	NA	NA	130	140	140	NA	NA	210	200	NA	NA	NA	210	210	
	Sodium	Dissolved	mg/L		22	22	24	24	24	19	28	19	24	25	26	30	22	23	22	22	22	23	20	19	
		Total	mg/L		22	NA	NA	NA	24	19	NA	NA	23	24	28	NA	NA	23	22	NA	NA	NA	20	18	
	Bicarbonate Alkalinity	mg/L as CaCO3			500	520	490	500	120	110	130	120	400	400	410	430	340	640	610	620	620	580	180	170	
	Chloride		250 **	250 **	19	19	22	22	110	59	130	59	29	29	30	35	31	30	30	30	30	33	160	170	
	Magnesium	Dissolved	mg/L		38	36	39	39	21	13	24	13	30	31	30	32	27	46	43	42	42	42	46	44	
		Total	mg/L		38	NA	NA	NA	20	14	NA	NA	29	30	31	NA	NA	45	42	NA	NA	NA	44	42	
	Potassium	Dissolved	mg/L		12	11	12	12	8.9	6.9	10	6.8	9.5	9.9	9.1	9.6	8.7	13	12	12	12	12	12	11	
		Total	mg/L		12	NA	NA	NA	8.9	6.9	NA	NA	9.4	9.7	9.4	NA	NA	13	12	NA	NA	NA	12	11	
	Sulfate		250 **	250 **	45	42	50	50	54	37	63	43	53	53	52	55	58	60	61	57	57	62	200	230	
	Total Alkalinity	mg/L as CaCO3			500	520	490	500	120	110	130	120	400	400	410	430	340	640	610	620	620	580	180	170	
	Iron	Dissolved	mg/L	0.3 **	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	< 0.5	<0.5	<0.5	<0.5	
		Total	mg/L	0.3 **	<0.5	NA	NA	NA	<0.5	<0.5	NA	NA	<0.5	<0.5	<0.5	NA	NA	<0.5	<0.5	NA	NA	NA	<0.5	<0.5	
	Manganese	Dissolved	mg/L	0.05 **	0.05 **	0.034	0.029	0.038	0.038	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	0.024	0.025	0.023	0.023	0.023	<0.02	<0.02	
		Total	mg/L	0.05 **	0.05 **	0.034	NA	NA	NA	<0.02	<0.02	NA	NA	<0.02	<0.02	<0.02	NA	NA	0.023	0.027	NA	NA	NA	<0.02	<0.02
	Ammonia-Nitrogen	mg/L as N			<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	
	Total Organic Carbon	mg/L			2.6	1.8	1.7	2.3	1.5	1.2	1.4	1.1	1.7	1.8	2.4	1.2	1.3	3.0	5.7	2.8	2.6	2.7	2.0	2.2	
	Total Dissolved Solids	mg/L	500 **	500 **	680	660	680	660	510	370	620	380	590	600	590	650	550	840	820	820	810	810	1000	1100	
	Total Suspended Solids	mg/L			<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	18	<2.0	
METALS	Antimony	Dissolved	mg/L	6 *	<0.0004	NA	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004		
	Antimony	Total	mg/L	6 *	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	0.0005	<0.0004	<0.0004	<0.0004	<0.0004	< 0.0004	<0.0004	<0.0004		
	Arsenic	Dissolved	mg/L	0.00005 ***	0.01 *	0.0017	NA	NA	0.010	0.011	NA	NA	0.0034	0.0036	0.002	NA	NA	0.004	0.002	NA	NA	NA	0.0064	0.0042	
	Arsenic	Total	mg/L	0.00005 ***	0.01 *	0.0016	0.0017	0.0019	0.0019	0.011	0.011	0.0086	0.011	0.0035	0.0035	0.002	0.0022	0.0023	0.0037	0.0019	0.0017	0.0017	0.0019	0.0068	0.0042
	Barium	Dissolved	mg/L	1 *	2 *	0.099	NA	NA	0.059	0.044	NA	NA	0.066	0.067	0.081	NA	NA	0.100	0.110	NA	NA	NA	0.092	0.110	
	Barium	Total	mg/L	1 *	2 *	0.100	0.093	0.110	0.110	0.063	0.044	0.078	0.050	0.069	0.071	0.082	0.086	0.080	0.110	0.110	0.110	0.110	0.130	0.100	0.110
	Beryllium	Dissolved	mg/L	0.004 *	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	NA	<0.0004	<0.0004	
	Beryllium	Total	mg/L	0.004 *	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	< 0.0004	<0.0004	<0.0004	<0.0004	
	Cadmium	Dissolved	mg/L	0.01 *	0.005 *	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	<0.0004	NA	NA	<0.0004	<0.0004	NA	NA	NA	<0.0004	<0.0004	
	Cadmium	Total	mg/L	0.01 *	0.005 *	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004	< 0.0004	<0.0004	<0.0004	<0.0004	
	Chromium	Dissolved	mg/L	0.05 *	0.1 *	0.00081	NA	NA	0.0026	0.0019	NA	NA	0.0013	0.0013	0.0021	NA	NA	0.0008	0.0014	NA	NA	NA	0.0047	0.003	
	Chromium	Total	mg/L	0.05 *	0.1 *	0.00082	0.00042	0.00080	0.00053	0.0074	0.0026	0.0074	0.0051												

Table E-1. Groundwater Quality Results, Appendix I and II¹, Horn Rapids Landfill, 2015

					MW-21 (MW-11 Dup) 6/24/2015	MW-11 9/16/2015	MW-11 12/2/2015	Trip Blank 3/30/2015	Trip Blank 6/24/2015	Trip Blank 9/16/2015	Trip Blank 12/2/2015	Port 3 6/25/2015
Analyte		Units	GWQS	MCL								
FIELD DATA	Conductivity	µmhos/cm		700 **	NA	1643	1680	NA	NA	NA	NA	NA
	pH	units	6.5-8.5		NA	7.43	7.29	NA	NA	NA	NA	NA
	Temperature	C°			NA	22.22	19.15	NA	NA	NA	NA	NA
	Oxidation-Reduction Potential	mv			NA	-55.5	-11.5	NA	NA	NA	NA	NA
	Dissolved Oxygen	mg/L			NA	7.24	8.65	NA	NA	NA	NA	NA
WATER QUALITY PARAMETERS	Nitrate-Nitrogen	mg/L as N	10 *	10 *	38 H	38	36	NA	NA	NA	NA	NA
	Calcium	Dissolved mg/L			230	240	240	NA	NA	NA	NA	NA
		Total mg/L			210	NA	NA	NA	NA	NA	NA	NA
	Sodium	Dissolved mg/L			20	21	20	NA	NA	NA	NA	NA
		Total mg/L			19	NA	NA	NA	NA	NA	NA	NA
	Bicarbonate Alkalinity	mg/L as CaCO3			180	180	170	NA	NA	NA	NA	NA
	Chloride	mg/L	250 **	250 **	170	200	220	NA	NA	NA	NA	NA
	Magnesium	Dissolved mg/L			47	47	50	NA	NA	NA	NA	NA
		Total mg/L			43	NA	NA	NA	NA	NA	NA	NA
	Potassium	Dissolved mg/L			12	11	12	NA	NA	NA	NA	NA
		Total mg/L			11	NA	NA	NA	NA	NA	NA	NA
	Sulfate	mg/L	250 **	250 **	230	230	270	NA	NA	NA	NA	NA
	Total Alkalinity	mg/L as CaCO3			180	180	170	NA	NA	NA	NA	NA
	Iron	Dissolved mg/L	0.3 **	0.3 **	<0.5	<0.5	<0.5	NA	NA	NA	NA	NA
		Total mg/L	0.3 **	0.3 **	<0.5	NA	NA	NA	NA	NA	NA	NA
	Manganese	Dissolved mg/L	0.05 **	0.05 **	<0.02	<0.02	<0.02	NA	NA	NA	NA	NA
		Total mg/L	0.05 **	0.05 **	<0.02	NA	NA	NA	NA	NA	NA	NA
	Ammonia-Nitrogen	mg/L as N			<0.20	<0.20	<0.20	NA	NA	NA	NA	NA
	Total Organic Carbon	mg/L			2.0	2.2	2.4	NA	NA	NA	NA	NA
	Total Dissolved Solids	mg/L	500 **	500 **	1100	1200	1300	NA	NA	NA	NA	NA
	Total Suspended Solids	mg/L			<2.0	<2.0	<2.0	NA	NA	NA	NA	NA
METALS	Antimony	Dissolved mg/L		6 *	<0.0004	NA	NA	NA	NA	NA	NA	NA
	Antimony	Total mg/L		6 *	<0.0004	<0.0004	<0.0004	NA	NA	NA	NA	NA
	Arsenic	Dissolved mg/L	0.00005 ***	0.01 *	0.0043	NA	NA	NA	NA	NA	NA	NA
	Arsenic	Total mg/L	0.00005 ***	0.01 *	0.0043	0.0045	0.0045	NA	NA	NA	NA	NA
	Barium	Dissolved mg/L	1 *	2 *	0.110	NA	NA	NA	NA	NA	NA	NA
	Barium	Total mg/L	1 *	2 *	0.110	0.110	0.130	NA	NA	NA	NA	NA
	Beryllium	Dissolved mg/L		0.004 *	<0.0004	NA	NA	NA	NA	NA	NA	NA
	Beryllium	Total mg/L		0.004 *	<0.0004	<0.0004	<0.0004	NA	NA	NA	NA	NA
	Cadmium	Dissolved mg/L	0.01 *	0.005 *	<0.0004	NA	NA	NA	NA	NA	NA	NA
	Cadmium	Total mg/L	0.01 *	0.005 *	<0.0004	<0.0004	<0.0004	NA	NA	NA	NA	NA
	Chromium	Dissolved mg/L	0.05 *	0.1 *	0.0032	NA	NA	NA	NA	NA	NA	NA
	Chromium	Total mg/L	0.05 *	0.1 *	0.024	0.0048	0.0031	NA	NA	NA	NA	NA
	Cobalt	Dissolved mg/L			<0.0004	NA	NA	NA	NA	NA	NA	NA
	Cobalt	Total mg/L			0.00051	<0.0004	<0.0004	NA	NA	NA	NA	NA
	Copper	Dissolved mg/L	1 **		0.0045	NA	NA	NA	NA	NA	NA	NA
	Copper	Total mg/L	1 **		0.0037	0.0053	<0.002	NA	NA	NA	NA	NA
	Lead	Dissolved mg/L	0.05 *		<0.0004	NA	NA	NA	NA	NA	NA	NA
	Lead	Total mg/L	0.05 *		<0.0004	<0.0004	<0.0004	NA	NA	NA	NA	NA
	Nickel	Dissolved mg/L		0.1 *	0.005	NA	NA	NA	NA	NA	NA	NA
	Nickel	Total mg/L		0.1 *	0.012	<0.003	<0003	NA	NA	NA	NA	NA
	Selenium	Dissolved mg/L	0.01 *	0.05 *	0.011	NA	NA	NA	NA	NA	NA	NA
	Selenium	Total mg/L	0.01 *	0.05 *	0.011	0.011	0.011	NA	NA	NA	NA	NA
	Silver	Dissolved mg/L	0.05 *	0.1 **	<0.0004	NA	NA	NA	NA	NA	NA	NA
	Silver	Total mg/L	0.05 *	0.1 **	<0.0004	<0.0004	<0.0004	NA	NA	NA	NA	NA
	Thallium	Dissolved mg/L		0.002 *	<0.001	NA	NA	NA	NA	NA	NA	NA
	Thallium	Total mg/L		0.002 *	<0.001	<0.001	<0.001	NA	NA	NA	NA	NA
	Vanadium	Dissolved mg/L			0.0092	NA	NA	NA	NA	NA	NA	NA
	Vanadium	Total mg/L			0.0095	0.0090	0.0100	NA	NA	NA	NA	NA
	Zinc	Dissolved mg/L	5 **	5 **	<0.007	NA	NA	NA	NA	NA	NA	NA
	Zinc	Total mg/L	5 **	5 **	0.0093	<0.007	<0.007	NA	NA	NA	NA	NA
VOLATILE ORGANIC COMPOUNDS	Chloromethane	µg/L			<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30
	Vinyl Chloride	µg/L	0.02 ***	2 *	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	2.5
	Bromomethane	µg/L			<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	Chloroethane	µg/L			<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	1.9
	Trichlorofluoromethane	µg/L			<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50
	1,1-Dichloroethene	µg/L		7 *	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.13
	Iodomethane	µg/L			<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50

Table E-1. Groundwater Quality Results, Appendix I and II¹, Horn Rapids Landfill, 2015

					MW-1	MW-1	MW-1	MW-1	MW-2	MW-2	MW-2	MW-2	MW-3	MW-3	MW-3	MW-3	MW-4	MW-4	MW-4	MW-4	MW-5	MW-5	MW-5	MW-5	MW-6	
					3/31/2015	6/24/2015	9/16/2015	12/2/2015	3/30/2015	6/24/2015	9/17/2015	12/3/2015	3/30/2015	6/24/2015	9/17/2015	12/3/2015	3/31/2015	6/24/2015	9/17/2015	12/3/2015	3/30/2015	6/25/2015	9/16/2015	12/2/2015	3/30/2015	
Analyte					Units	GWQS	MCL																			
VOLATILE ORGANIC COMPOUNDS (Cont.)	Carbon Disulfide	µg/L			<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	
	Acetone	µg/L			<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	
	Methylene Chloride	µg/L	5 ***	5 *	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	
	trans-1,2-Dichloroethene	µg/L		100 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	0.75	0.42	0.78	0.58	2.4	
	Acrylonitrile	µg/L	0.07 ***		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	
	1,1-Dichloroethane	µg/L	1 ***		<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	1.8	1.4	1.6	1.5	3.2	3.3	4.0	3.5	8.3	4.6	8.8	7.0	6.8
	Vinyl Acetate	µg/L			<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	
	cis-1,2-Dichloroethene	µg/L		70 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	1.1	0.99	0.91	0.91	2.7	3.0	3.1	2.7	37	20	38	32	62
	2-Butanone	µg/L			<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	
	Bromochloromethane	µg/L			<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	
	Chloroform	µg/L	7 ***	100 * THM	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	0.31	0.38	0.46	0.48	0.23	0.38	0.46	0.38	<0.20	0.23	0.22	<0.20	<0.20
	1,1,1-Trichloroethane	µg/L	200 *	200 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	
	Carbon Tetrachloride	µg/L	0.3 ***	5 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	
	Benzene	µg/L	1 ***	5 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	0.37	<0.20	0.33	0.30	0.47
	1,2-Dichloroethane	µg/L	0.5 ***	5 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	0.95	0.49	1.1	1.1	0.54
	Trichloroethene	µg/L	3 ***	5 *	0.35	0.32	0.27	0.21	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	0.20	0.22	<0.20	<0.20	0.26	0.25	0.20	7.6	5.0	7.4	6.5	20
	1,2-Dichloropropane	µg/L	0.6 ***	5 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	0.53	0.23	0.51	0.47	0.49
	Dibromomethane	µg/L			<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	
	Bromodichloromethane	µg/L	0.3 ***	100 * THM	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	
	cis-1,3-Dichloropropene	µg/L			<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	
	4-Methyl-2-pentanone	µg/L			<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	
	Toluene	µg/L		1000 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	
	trans-1,3-Dichloropropene	µg/L			<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	
	1,1,2-Trichloroethane	µg/L		5 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	
	Tetrachloroethene	µg/L	0.8 ***	5 *	4.8	4.9	4.4	4.2	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	17	11	17	20	38
	2-Hexanone	µg/L			<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	
	Dibromochloromethane	µg/L		100 * THM	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	
	1,2-Dibromoethane	µg/L	0.001 ***	0.05 *	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	
	Chlorobenzene	µg/L		100 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	
	1,1,1,2-Tetrachloroethane	µg/L			<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	
	Ethylbenzene	µg/L		700 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	
	m,p-Xylene	µg/L			<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	
	o-Xylene	µg/L			<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	
	Styrene	µg/L		100 *	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	
	Bromoform	µg/L	5 ***	100 * THM	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	&							

Table E-1. Groundwater Quality Results, Appendix I and II¹, Horn Rapids Landfill, 2015

	Analyte	Units	GWQS	MCL	MW-6	MW-6	MW-6	MW-21	MW-8	MW-8	MW-8	MW-8	MW-9	MW-21	MW-9	MW-9	MW-9	MW-10	MW-10	MW-10	MW-21	MW-10	MW-11	MW-11
					6/25/2015	9/16/2015	12/2/2015	(MW-6 Dup) 12/2/2015	3/31/2015	6/24/2015	9/17/2015	12/3/2015	3/30/2015	(MW-9 Dup) 3/30/2015	6/24/2015	9/17/2015	12/3/2015	3/30/2015	6/24/2015	9/16/2015	(MW-10 Dup) 9/16/2015	12/2/2015	3/30/2015	6/24/2015
VOLATILE ORGANIC COMPOUNDS (Cont.)	Carbon Disulfide	µg/L			<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	Acetone	µg/L			<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0
	Methylene Chloride	µg/L	5 ***	5 *	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	4.8	4.2	3.7	3.7	4.2	<0.50	<0.50
	trans-1,2-Dichloroethene	µg/L		100 *	1.9	2.0	2.0	1.7	<0.20	<0.20	<0.20	<0.20	0.25	0.24	<0.20	0.26	0.40	0.27	0.24	0.24	0.27	0.21	<0.20	<0.20
	Acrylonitrile	µg/L	0.07 ***		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
	1,1-Dichloroethane	µg/L	1 ***		5.4	6.0	5.7	4.7	<0.20	<0.20	<0.20	<0.20	3.2	3.3	2.3	2.7	4.6	9.6	8.0	9.2	9.0	7.5	<0.20	<0.20
	Vinyl Acetate	µg/L			<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	cis-1,2-Dichloroethene	µg/L		70 *	53	56	58	49	<0.20	<0.20	<0.20	<0.20	8.7	9.2	6.3	7.3	14	16	15	16	15	14	<0.20	<0.20
	2-Butanone	µg/L			<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15
	Bromochloromethane	µg/L			<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	Chloroform	µg/L	7 ***	100 * THM	<0.20	<0.20	<0.20	<0.20	6.3	9.8	5.3	9.8	0.25	0.25	<0.20	0.24	1.2	0.88	0.73	0.88	0.81	0.70	<0.20	<0.20
	1,1,1-Trichloroethane	µg/L	200 *	200 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	Carbon Tetrachloride	µg/L	0.3 ***	5 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	Benzene	µg/L	1 ***	5 *	0.38	0.38	0.40	0.34	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	0.50	0.28	0.53	0.53	0.44	<0.20	<0.20
	1,2-Dichloroethane	µg/L	0.5 ***	5 *	0.49	0.64	0.65	0.61	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	0.52	0.46	0.61	0.58	0.57	<0.20	<0.20
	Trichloroethene	µg/L	3 ***	5 *	18	17	18	15	<0.20	<0.20	<0.20	<0.20	4.5	4.8	3.4	3.8	6.8	4.0	3.7	3.5	3.4	3.2	<0.20	<0.20
	1,2-Dichloropropane	µg/L	0.6 ***	5 *	0.38	0.41	0.45	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	0.22	<0.20	<0.20	<0.20	0.20	<0.20	<0.20
	Dibromomethane	µg/L			<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	Bromodichloromethane	µg/L	0.3 ***	100 * THM	<0.20	<0.20	<0.20	<0.20	0.44	0.73	0.41	0.78	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	cis-1,3-Dichloropropene	µg/L			<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50
	4-Methyl-2-pentanone	µg/L			<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
	Toluene	µg/L		1000 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	trans-1,3-Dichloropropene	µg/L			<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	1,1,2-Trichloroethane	µg/L		5 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	Tetrachloroethene	µg/L	0.8 ***	5 *	38	37	40	41	<0.50	<0.50	<0.50	<0.50	11	11	11	13	13	7.5	7.1	6.6	6.4	7.6	<0.50	<0.50
	2-Hexanone	µg/L			<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0
	Dibromochloromethane	µg/L		100 * THM	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	1,2-Dibromoethane	µg/L	0.001 ***	0.05 *	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10
	Chlorobenzene	µg/L		100 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	1,1,1,2-Tetrachloroethane	µg/L			<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	Ethylbenzene	µg/L		700 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	m,p-Xylene	µg/L			<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50
	o-Xylene	µg/L			<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50
	Styrene	µg/L		100 *	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50
	Bromoform	µg/L	5 ***	100 * THM	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50
	1,1,2,2-Tetrachloroethane	µg/L			<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	1,2,3-Trichloropropane	µg/L			<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	trans-1,4-Dichloro-2-butene	µg/L			<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0
	1,4-Dichlorobenzene	µg/L	4 ***	75 *	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30
	1,2-Dichlorobenzene	µg/L		600 *	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30
	1,2-Dibromo-3-Chloropropane	µg/L		0.2 *	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0
	Total Xylenes	µg/L		10000 * XYL	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50
ATTENUATION PARAMETERS	Methane	µg/L			2300	5100	3500	3600	5.4	<5 H	<5	<5	<1.2	<1.2	<5 H	<5	<5	1100	820 H	1600	1700	1900	5.4	<5 H
	Ethane	µg/L			<5	<5	<5	<5	<10	<5 H	<5	<5	<10	<10	<5 H	<5	<5	<10	<5 H	<5	<5	<5	<10	<5 H
	Ethene	µg/L			<5	<5	<5	<5	<10	<5 H	<5	<5	<10	<10	<5 H	<5	<5	<10	<5 H	<5	<5	<5	<10	<5 H

Notes:
¹ = Chapter 173-351 WAC
GWQS = Water Quality Standards for Ground Waters of the State of Washington (WAC 173-200)
MCL = Maximum Contaminant Level, State Drinking Water Regulations (WAC 246-290)
* = Primary
** = Secondary
*** = Carcinogen
*THM = Primary MCL for the sum of all trihalomethanes
*XYL = Primary MCL for the sum of all xylenes
H = Estimated value; analyzed beyond specified holding time
Bold = Does not meet GWQS or MCL
NA = Not analyzed

Table E-1. Groundwater Quality Results, Appendix I and II¹, Horn Rapids Landfill, 2015

					MW-21 (MW-11 Dup) 6/24/2015	MW-11 9/16/2015	MW-11 12/2/2015	Trip Blank 3/30/2015	Trip Blank 6/24/2015	Trip Blank 9/16/2015	Trip Blank 12/2/2015	Port 3 6/25/2015
Analyte		Units	GWQS	MCL								
VOLATILE ORGANIC COMPOUNDS (Cont.)	Carbon Disulfide	µg/L			<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	5.7
	Acetone	µg/L			<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	47
	Methylene Chloride	µg/L	5 ***	5 *	<0.50	<0.50	<0.50	0.66	1.4	<0.50	<0.50	2.3
	trans-1,2-Dichloroethene	µg/L		100 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	Acrylonitrile	µg/L	0.07 ***		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	12
	1,1-Dichloroethane	µg/L	1 ***		<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	3.3
	Vinyl Acetate	µg/L			<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	cis-1,2-Dichloroethene	µg/L		70 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	6.2
	2-Butanone	µg/L			<15	<15	<15	<15	<15	<15	<15	<15
	Bromochloromethane	µg/L			<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	Chloroform	µg/L	7 ***	100 * THM	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	1,1,1-Trichloroethane	µg/L	200 *	200 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	Carbon Tetrachloride	µg/L	0.3 ***	5 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	Benzene	µg/L	1 ***	5 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	1.0
	1,2-Dichloroethane	µg/L	0.5 ***	5 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	0.71
	Trichloroethene	µg/L	3 ***	5 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	0.29
	1,2-Dichloropropane	µg/L	0.6 ***	5 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	Dibromomethane	µg/L			<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	Bromodichloromethane	µg/L	0.3 ***	100 * THM	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	cis-1,3-Dichloropropene	µg/L			<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50
	4-Methyl-2-pentanone	µg/L			<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	5400
	Toluene	µg/L		1000 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	3.8
	trans-1,3-Dichloropropene	µg/L			<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	1,1,2-Trichloroethane	µg/L		5 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	Tetrachloroethene	µg/L	0.8 ***	5 *	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	0.82
	2-Hexanone	µg/L			<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0
	Dibromochloromethane	µg/L		100 * THM	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	1,2-Dibromoethane	µg/L	0.001 ***	0.05 *	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10
	Chlorobenzene	µg/L		100 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	1,1,1,2-Tetrachloroethane	µg/L			<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	Ethylbenzene	µg/L		700 *	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	2.6
	m,p-Xylene	µg/L			<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	16
	o-Xylene	µg/L			<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	15
	Styrene	µg/L		100 *	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50
	Bromoform	µg/L	5 ***	100 * THM	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50
	1,1,2,2-Tetrachloroethane	µg/L			<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	1,2,3-Trichloropropane	µg/L			<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
	trans-1,4-Dichloro-2-butene	µg/L			<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0
	1,4-Dichlorobenzene	µg/L	4 ***	75 *	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30
	1,2-Dichlorobenzene	µg/L		600 *	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30
	1,2-Dibromo-3-Chloropropane	µg/L		0.2 *	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0
	Total Xylenes	µg/L		10000 * XYL	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	31
ATTENUATION PARAMETERS	Methane	µg/L			<5 H	<5	<5	<1.2	<5	<5	<5 H	NA
	Ethane	µg/L			<5 H	<5	<5	<10	<5	<5	<5 H	NA
	Ethene	µg/L			<5 H	<5	<5	<10	<5	<5	<5 H	NA

Notes:

- ¹ = Chapter 173-351 WAC
GWQS = Water Quality Standards for Ground Waters of the State of Washington (WAC 173-200)
MCL = Maximum Contaminant Level, State Drinking Water Regulations (WAC 246-290)
* = Primary
** = Secondary
*** = Carcinogen
*THM = Primary MCL for the sum of all trihalomethanes
*XYL = Primary MCL for the sum of all xylenes
H = Estimated value; analyzed beyond specified holding time
Bold = Does not meet GWQS or MCL
NA = Not analyzed

DRAWING
NUMBER 810835-A2

APPROVED BY

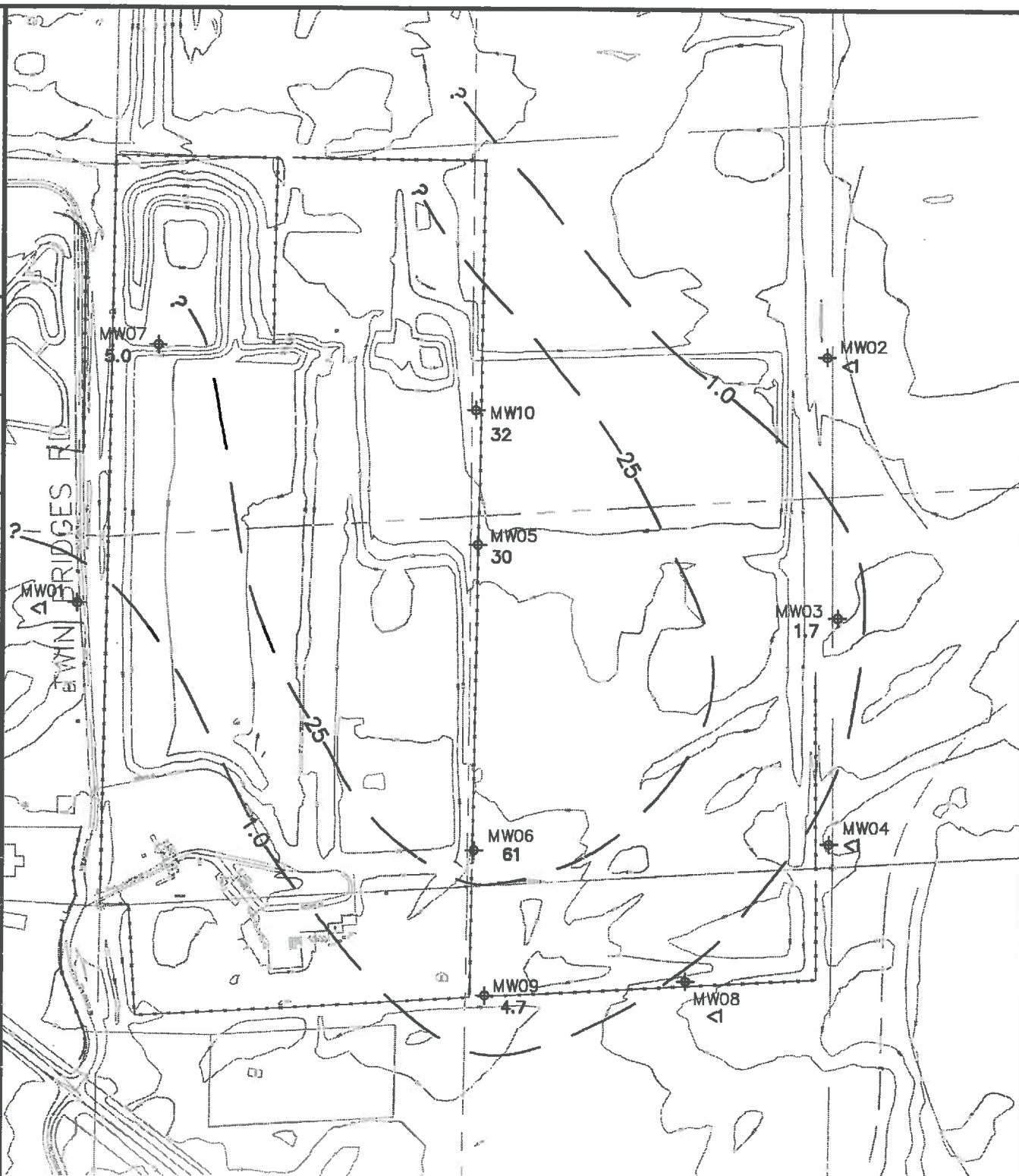
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SCHAEFFER 7/17/02

OFFICE
Concord

X-REF

IMAGE



SCALE
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LEGEND

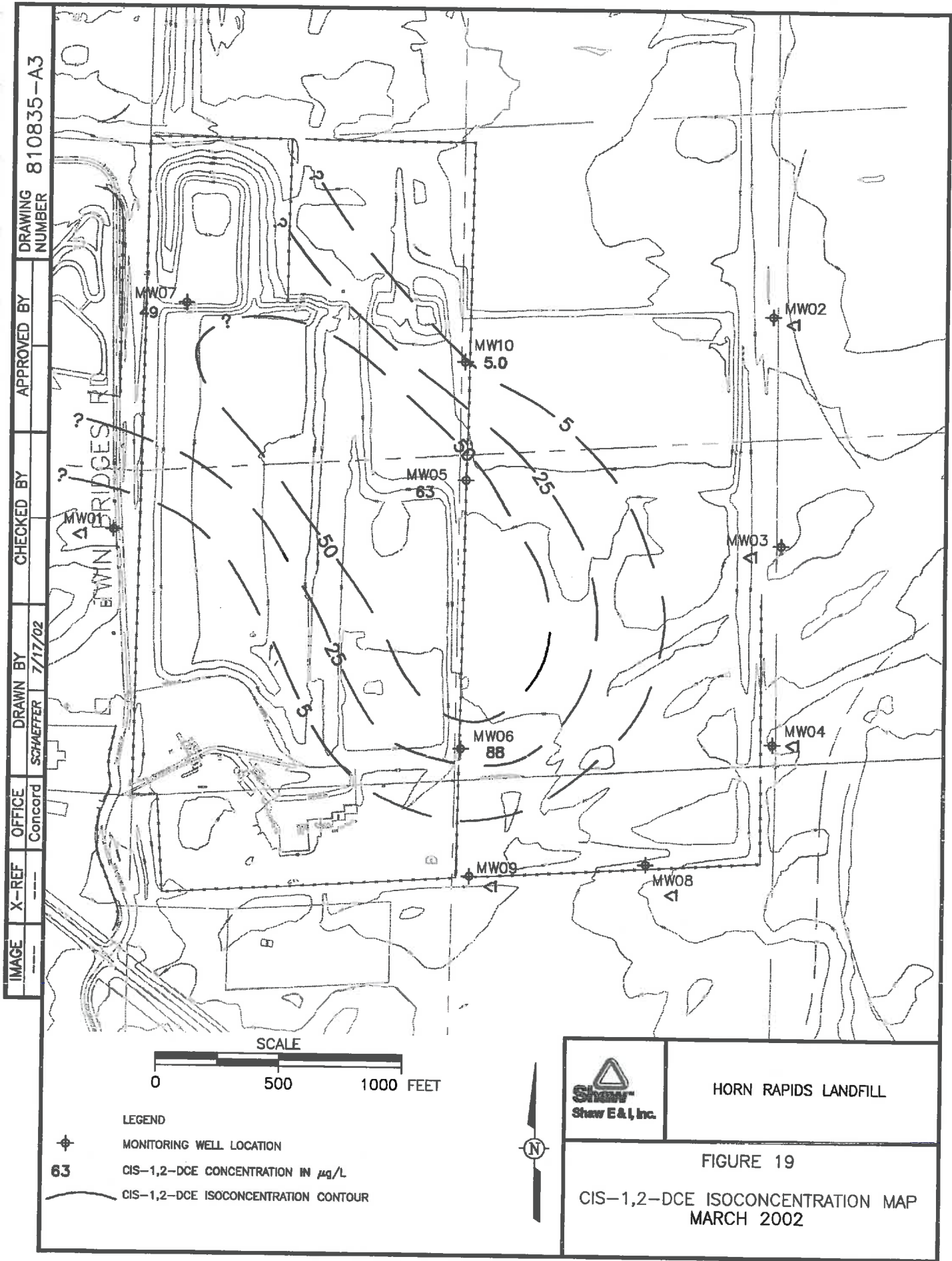
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- 30 1,1-DCA CONCENTRATION IN $\mu\text{g/L}$
- 1,1-DCA ISOCONCENTRATION CONTOUR

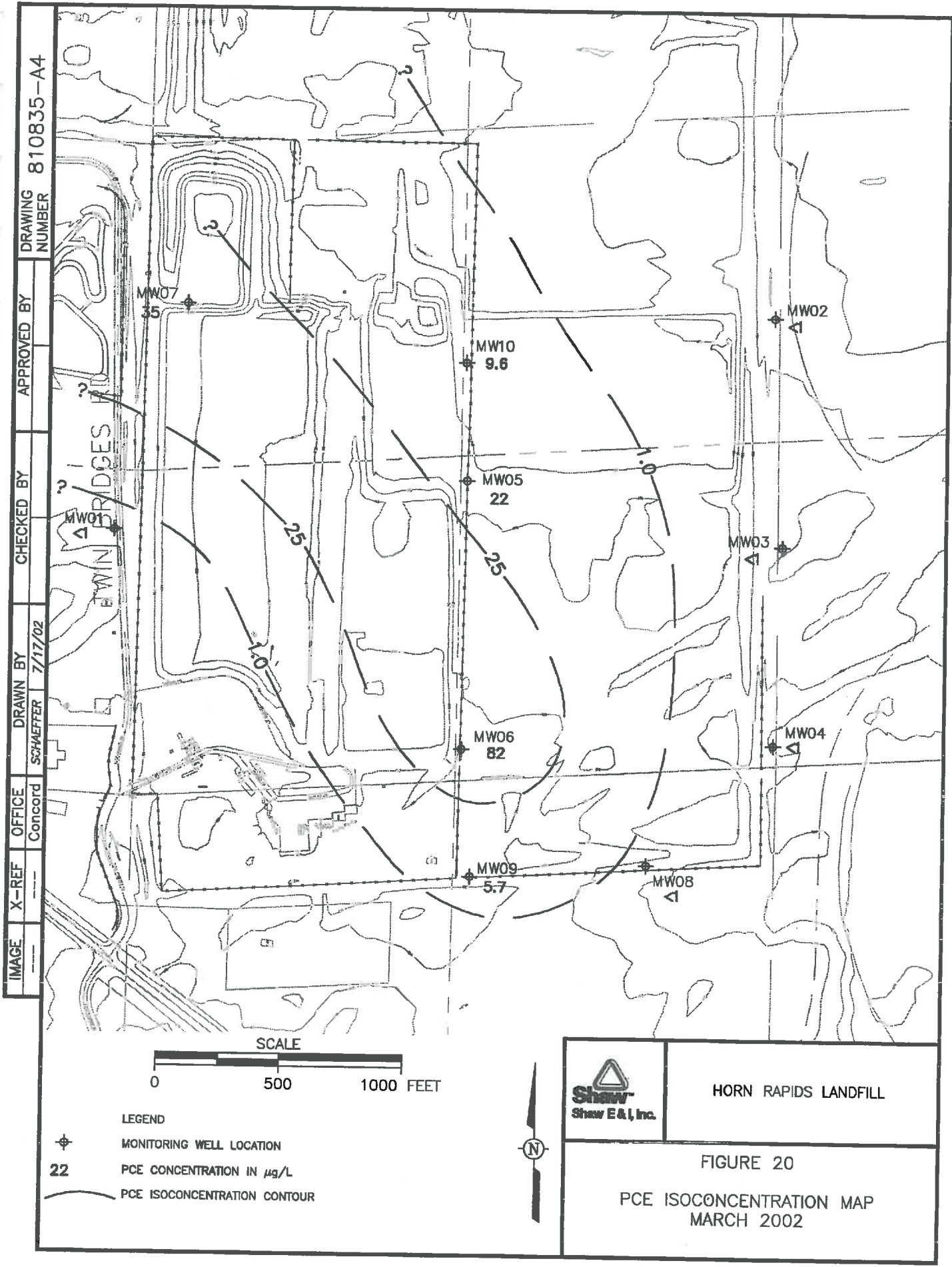


HORN RAPIDS LANDFILL

FIGURE 18

1,1-DCA ISOCONCENTRATION MAP
MARCH 2002





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HORN RAPIDS LANDFILL

FIGURE 20

PCE ISOCONCENTRATION MAP
MARCH 2002

DRAWING
NUMBER 810835-A5

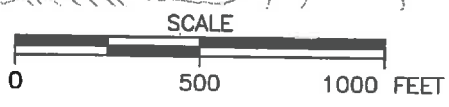
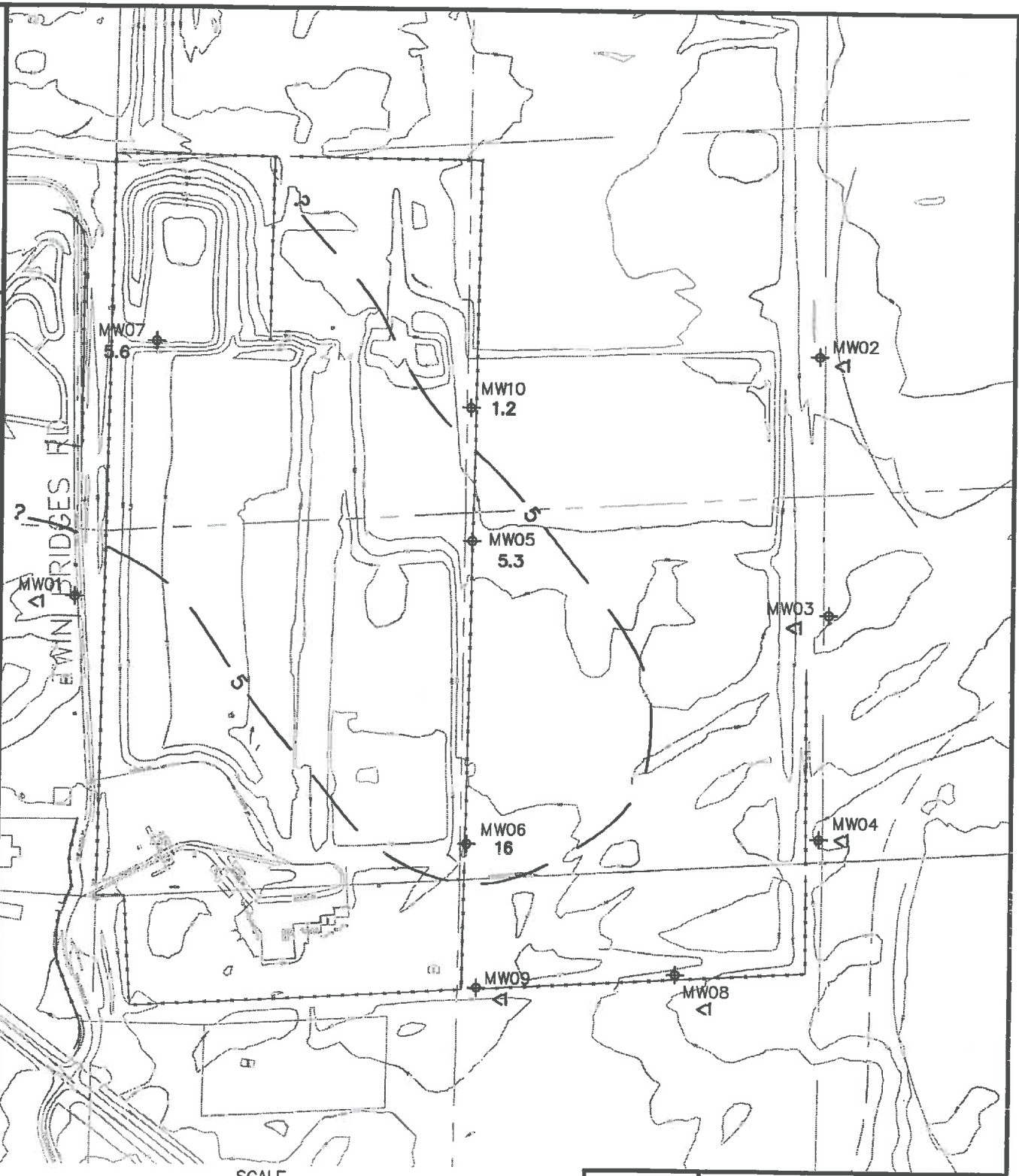
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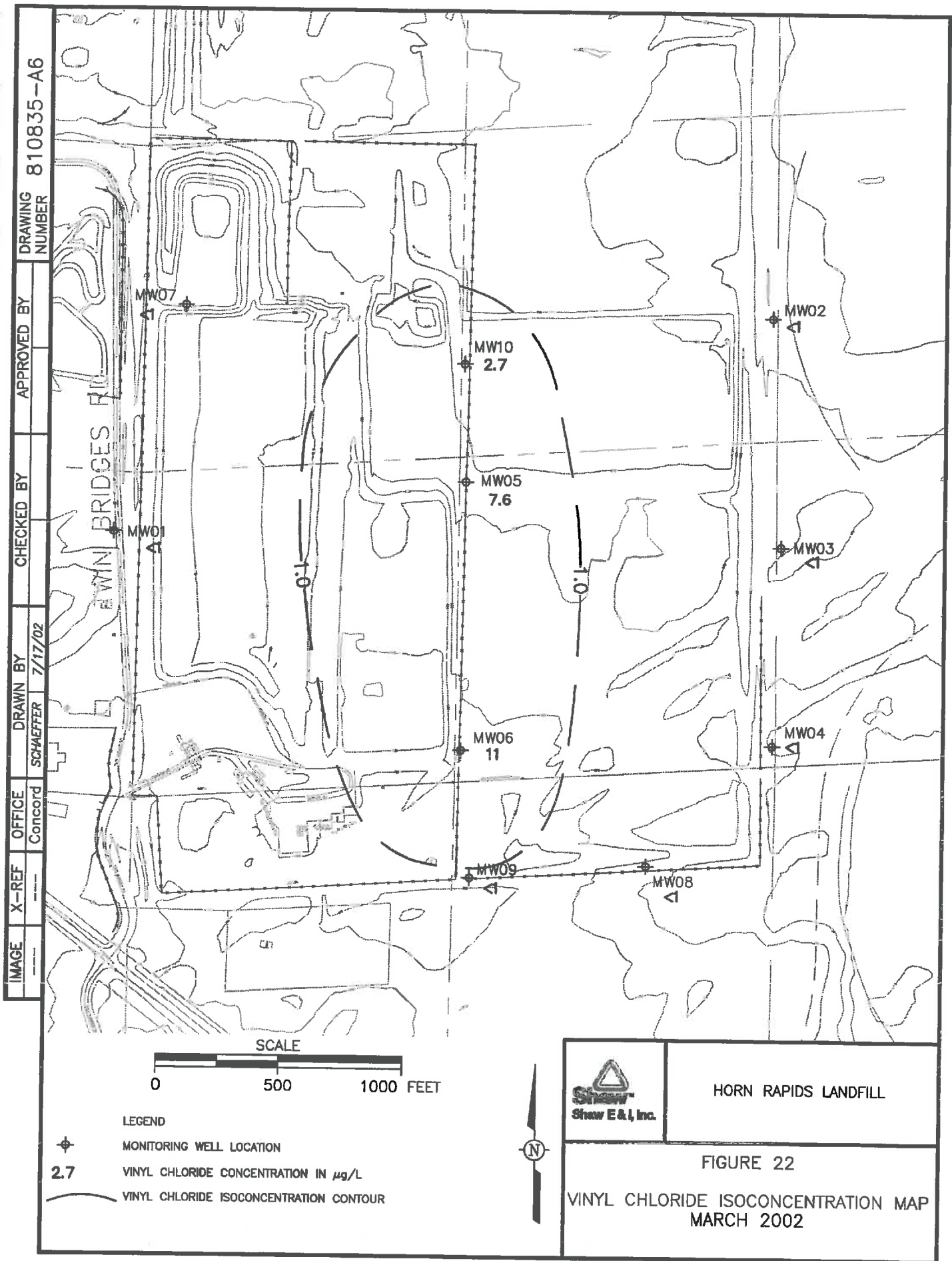


- LEGEND
- MONITORING WELL LOCATION
 - 5.3 TCE CONCENTRATION IN $\mu\text{g/L}$
 - TCE ISOCONCENTRATION CONTOUR



HORN RAPIDS LANDFILL

FIGURE 21
TCE ISOCONCENTRATION MAP
MARCH 2002



FILE: PS3820004P04T02-F1 LAYOUT: F1 PATH: U:\PS3820004\Projects\City of Richmond\3820-004 Horn Rapids Landfill\995ves\CA00\3820-004\Phase 04\Task 02\Figures\GWMonitoring(2015)\ PLOTTED BY: purgabut DATE: Wednesday, March 16, 2016 2:50:55 PM

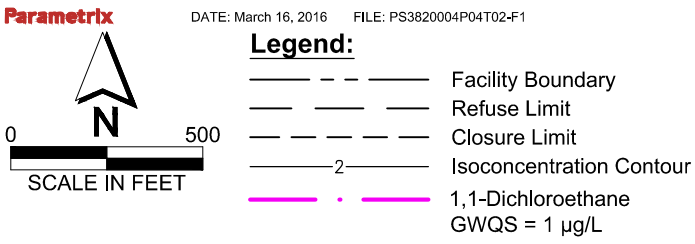
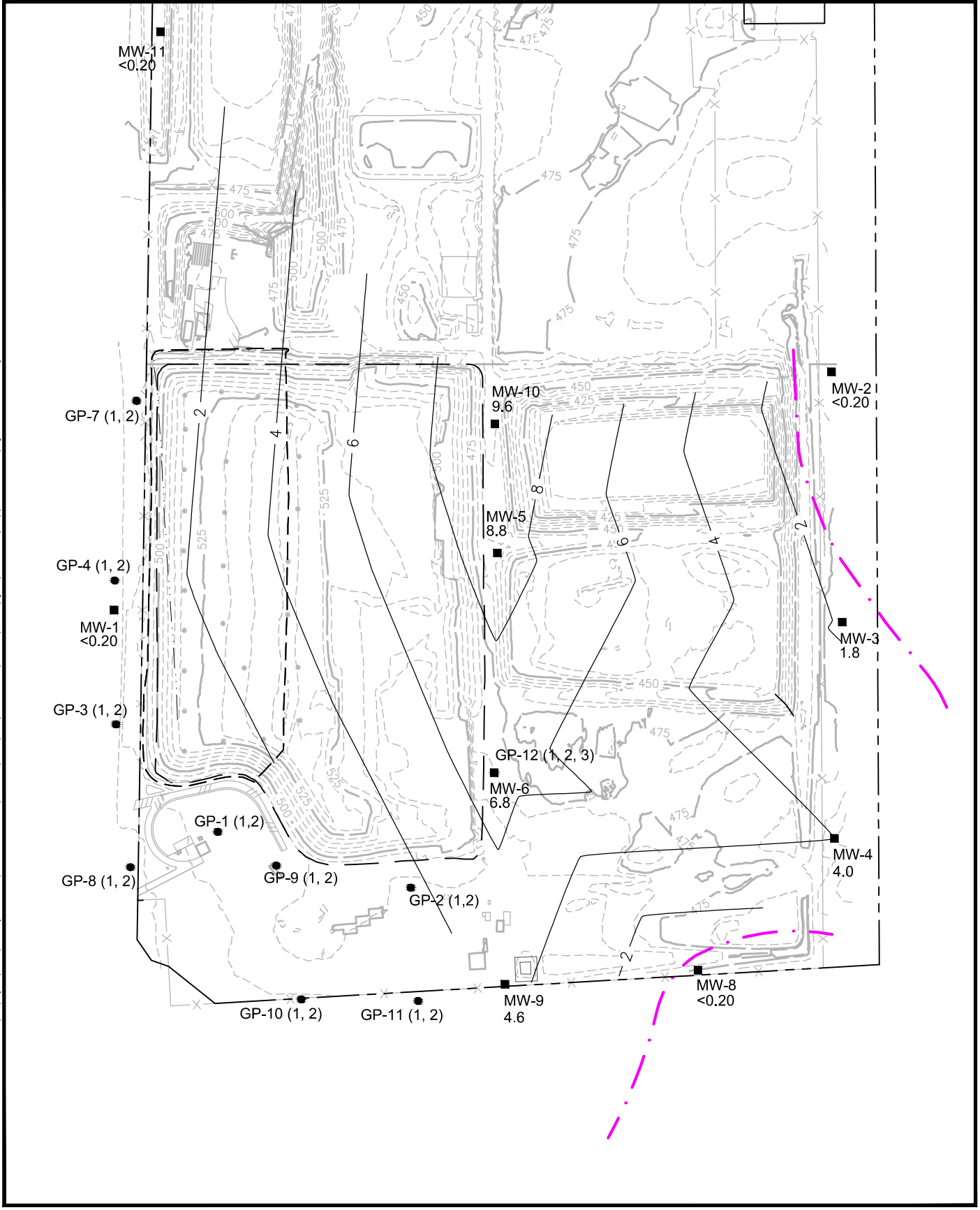


Figure 1
Maximum 2015 Concentrations of 1,1-Dichloroethane (µg/L) in Groundwater Horn Rapids Landfill

FILE: PS3820004P04T02-F2 LAYOUT: F2 PATH: U:\PSO\Projects\Clients\3820-city of richland\555-3820-004 HornRapid2015EM 995res\CA00\555-3820-004\Phase 04\Task 02\Figure6.GWQWorfeval(2015). PLOTTED BY: purgubut DATE: Wednesday, March 16, 2016 2:55:54 PM

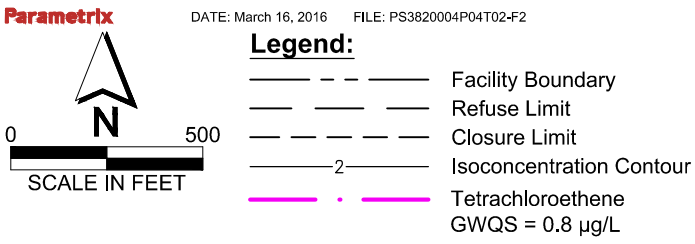
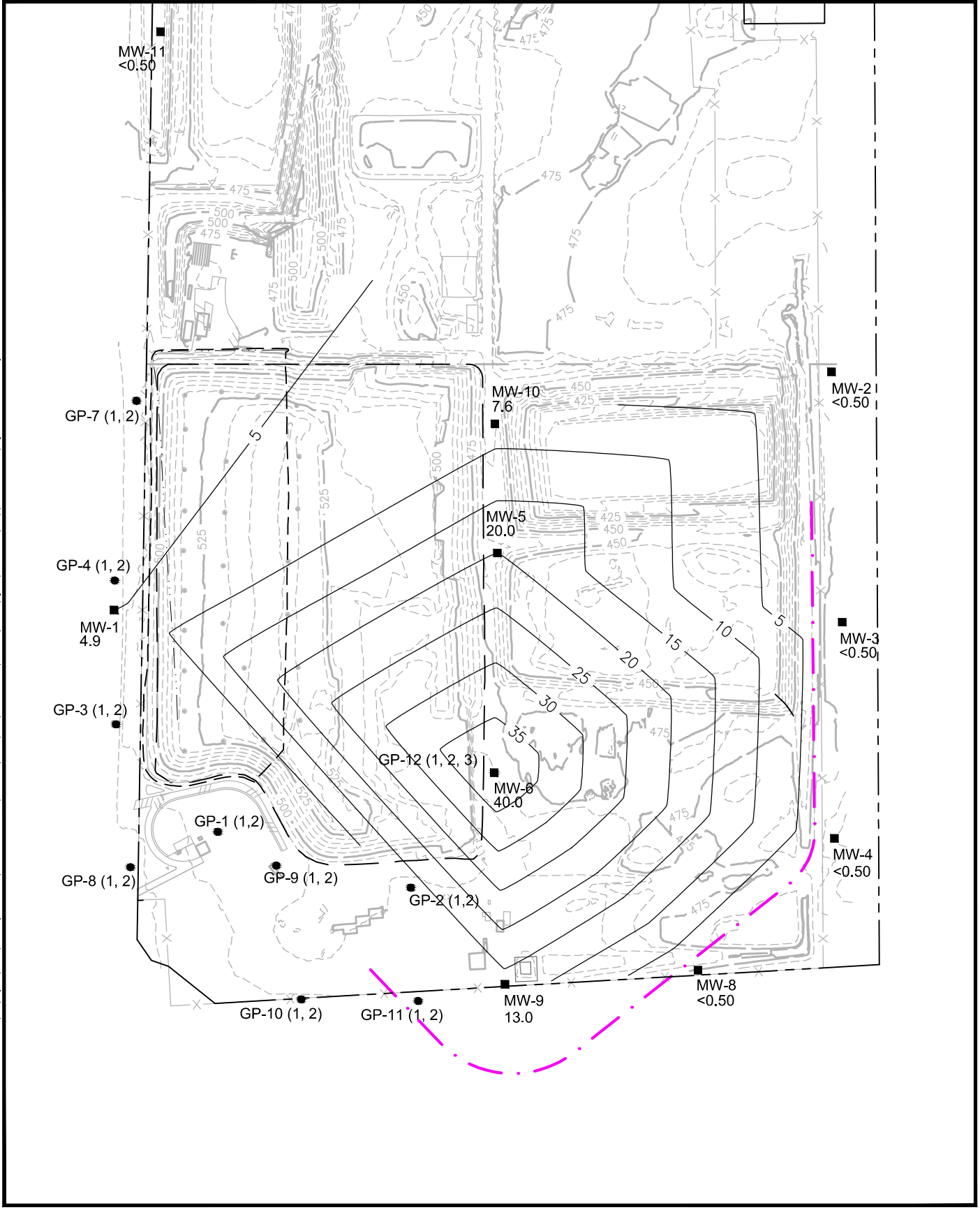


Figure 2
Maximum 2015 Concentrations of Tetrachloroethene (µg/L) in Groundwater Horn Rapids Landfill

FILE: PS3820004P04T02-F3 LAYOUT: F3 PATH: U:\PSO\Projects\Clients\3820-City of Richmond\555-3820-004 Horn Rapids Landfill\995res\CADD\555-3820-004\Phase 04\Figure 02\Figure02(2015). PLOTTED BY: purgubut DATE: Wednesday, March 16, 2016 2:59:57 PM

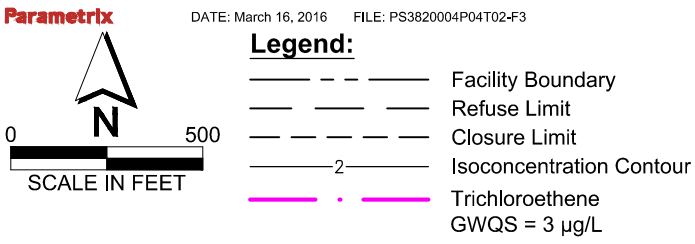
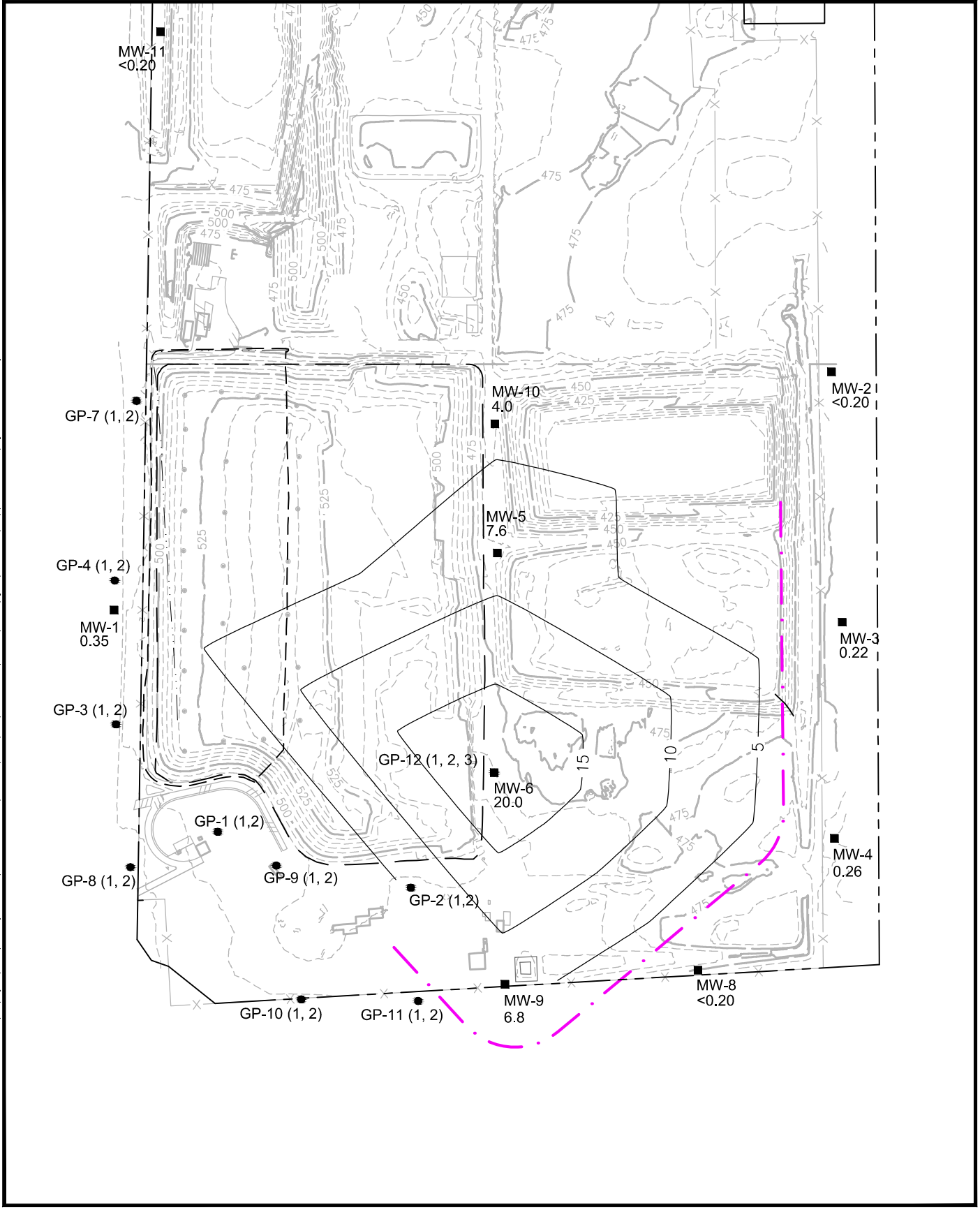
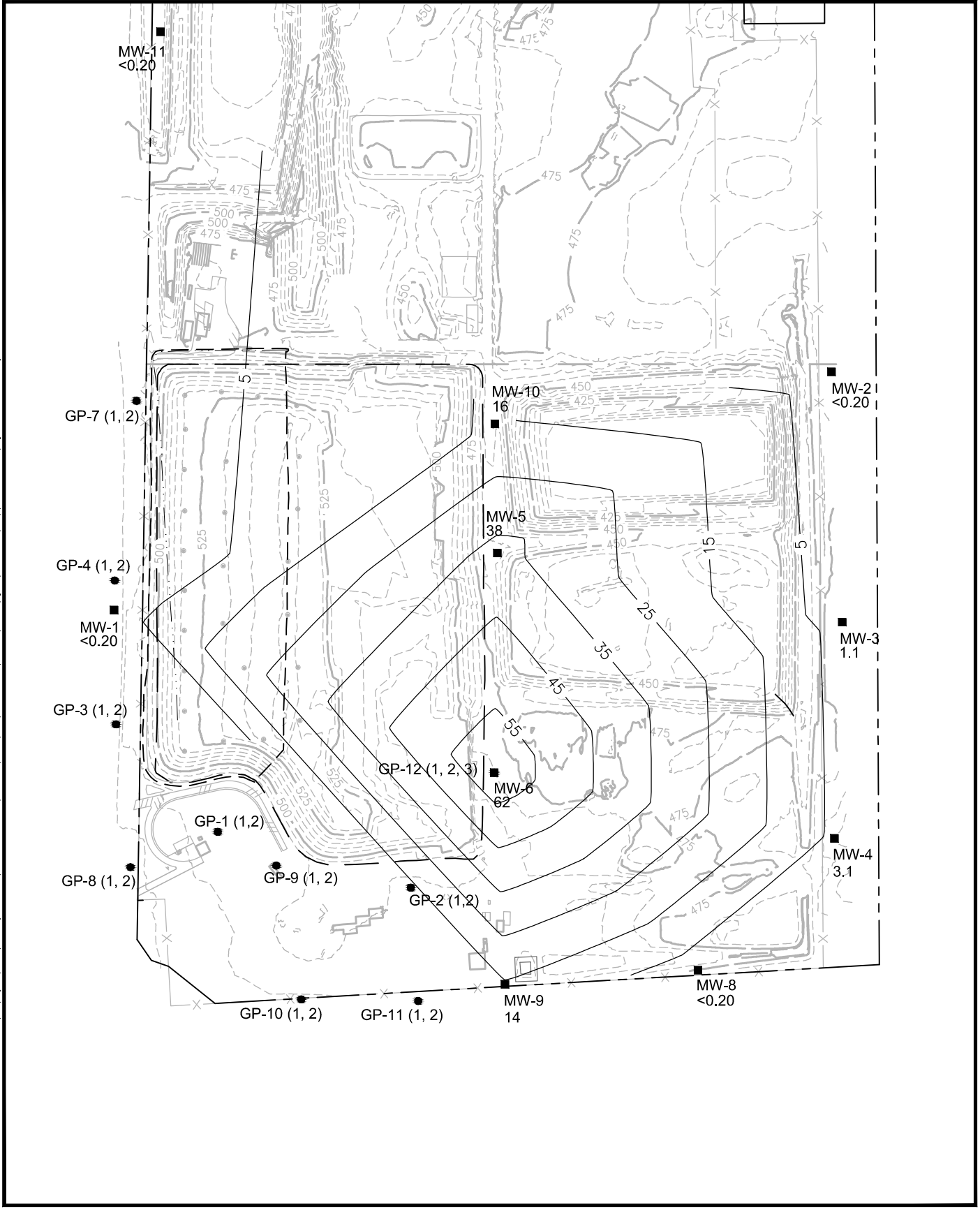


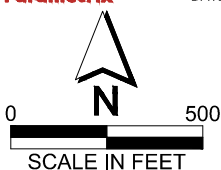
Figure 3
Maximum 2015 Concentrations of Trichloroethene (µg/L) in Groundwater Horn Rapids Landfill

FILE: PS3820004P04T02-F4 PATH: U:\PSO\Projects\Clients\3820-City of Richmond\555-3820-004 Horn Rapids Landfill\995res\CA00\555-3820-004\Phase 04\Task 02\Figure4\GNDWContour(2015). PLOTTED BY: purgubut DATE: Wednesday, March 16, 2016 3:07:43 PM



Parametrix

DATE: March 16, 2016 FILE: PS3820004P04T02-F4



- Legend:**
- Facility Boundary
 - Refuse Limit
 - Closure Limit
 - Isoconcentration Contour
 - cis-1, 2-Dichloroethene MCL = 70 µg/L

Figure 4
Maximum 2015 Concentrations of
cis-1, 2-Dichloroethene (µg/L) in Groundwater
Horn Rapids Landfill

FILE: PS3820004P04T02-F5 PATH: U:\P50\Projects\Clients\3820-city of Richmond\555-3820-004 Horn Rapids Landfill\995res\CADD\555-3820-004\Phase 04\Task 02\Figure5.GWData\Figure5(2016). PLOTTED BY: purgubut DATE: Wednesday, March 16, 2016 3:58:26 PM

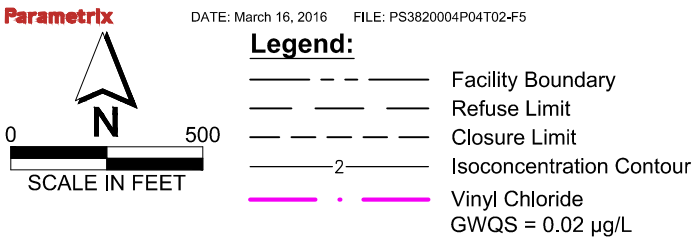
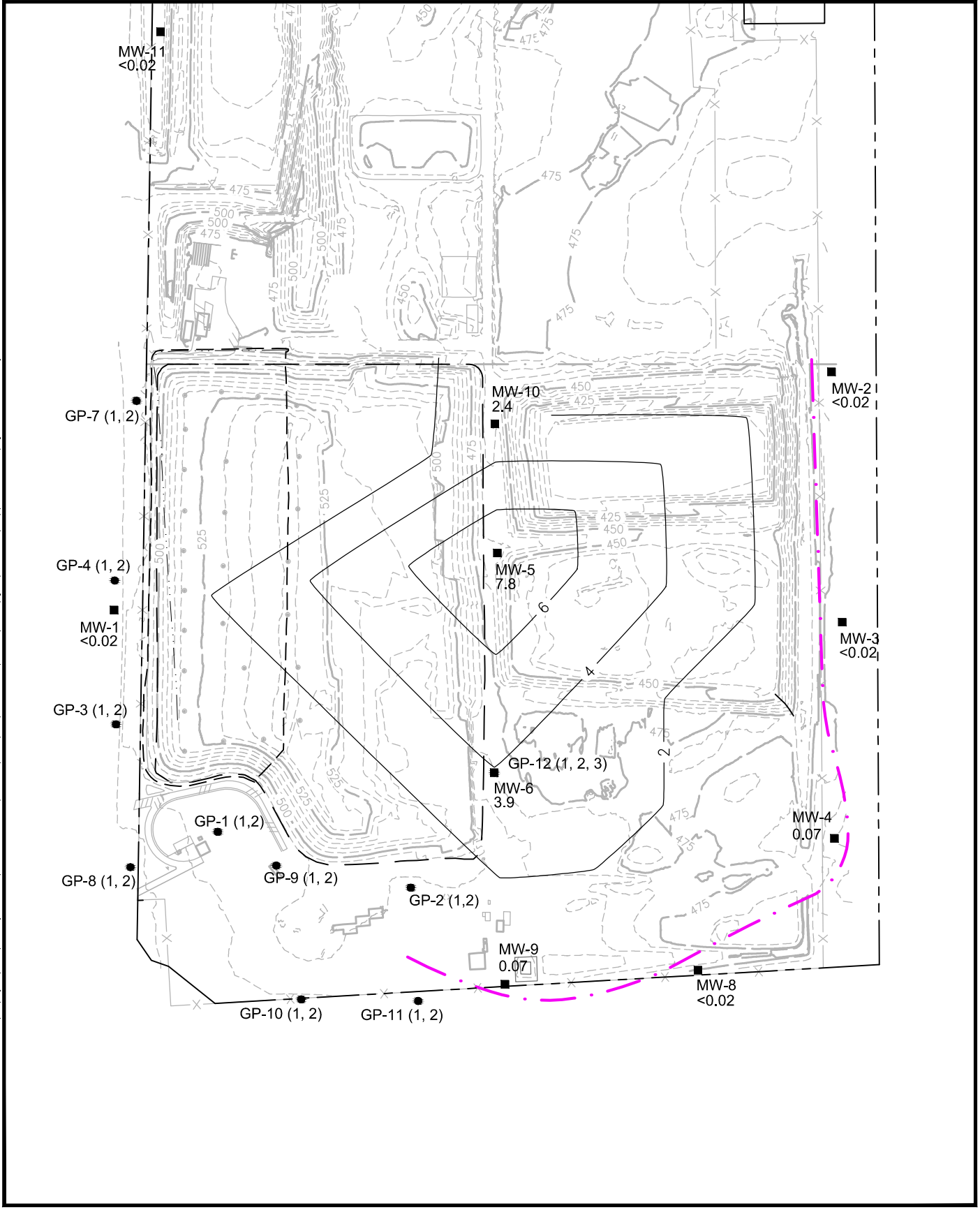


Figure 5
Maximum 2015 Concentrations of Vinyl Chloride (µg/L) in Groundwater Horn Rapids Landfill

Appendix F

Push Probe Equipment Information



Energy*Solutions*

Three Rivers Scientific

October-2011

Hydraulic Hammer
Direct Push

Kent Reynolds-ES
Dr. R. Randall- TRS

SYSTEM DESIGN

- Intended as an exploration and sampling system
- Utilizes 2 ½ In closed end probe for exploring, log data collection and placement of specialty constructions.
- Utilizes 2 5/8 In removable tip design for multi-point sampling.
- Hammer system has high energy impact (450-650 ft/lbs per cycle @ 2000 cycles per minute) and rotates the pipe while driving.

WRPS/ES

- Four direct push units are available
- Three rubber tire-4 wheel drive back hoe units
- One crawler mounted heavy duty unit
- Since 2005 over 32,000 feet of 2 ½" and 2 5/8" of pipe have been driven in and around Hanford tank farms-additional footage (approx. 6,000 ft) has been placed for Fluor and CHPRC
- 390+ individual probe holes
- Logging of the exploration holes (2 ½") vastly improves worker safety by identifying radioactive contamination intervals.

Vadose Characterization

- Since 2005 over 17,000 feet of logging data (gross, spectral gamma and neutron-neutron moisture) and 370+ soil samples have been collected in tank farms using hydraulic hammer direct push technology.
- This methodology was awarded DOE Best In Class (Vadose Characterization) in 2007.

Unit #1



Unit # 2



Unit # 3



Unit # 4 XL



Angle Capabilities



Base Plate and Angle Guides for Angle and Azimuth Control



Depth Capabilities

- In 200 E (C Farm) vertical pushes have reached 220+ feet on 95+% attempts for that depth
- Angle pushes in 200 E have achieved over 260+ feet of pipe run at 30 degrees from vertical (95+% success results) and 200+ ft at 28 degrees from horizontal
- In 200 West able to push to top of Lower Cold Creek (caliche unit- 130 to 150+ feet) in most areas T-TX-TY, U, and S- SX

Unique tooling designs and hammer properties allow for deep vadose direct push exploration

2.5 in. disposable tip and holder



Exploration 2 ½" Drive Pipe Tip Holder & tip



2 5/8" Multi-point Sampling

- Uses a 2 5/8" outer casing and 1 1/2" inner string to hold a temporary point in place while driving to sample depth
- The temporary tip is removed and a sampler is placed on the 1 1/2" inner pipe and placed into the outer casing.
- The dual casings are advanced through the selected sample zone (approximately 22-24 inches)
- Sampler is pulled to surface and packaged
- Inner string with temporary tip placed into the casing and entire system is advanced to next sample zone.

Sampling System

- 3 - 6" X 1.08" ID stainless steel liners
- 1 - 4" X 1.08" ID sampler shoe
- Results in 330 cc/ 20.15 cu. in. of material
- 16.5 cu. in. in liners 3.65 cu. in. in shoe
- Using the average density of Hanford soils (1.8 g/cc) = 594 g sampled materials at 100% recovery

2 5/8" Driving and Sampling System



Multi-point 2 5/8" Sampling System



Dual Wall Sampler Shoe



Other Capabilities

- Mini-piezometers-Placed 8 piezometers to 20 and 30 ft bgs depths in 100 N Area in 5 working days using pre-built 2" constructions.
- At 3 locations on the US Ecology Site placed 9 vapor sampling installations- clusters of three (1-shallow 5-8 feet, 1 mid-range 30-35 feet, 1 deep 75-80 feet)
- System used to build moisture monitoring stations by placing HDU and capacitance sensors to various depths and building moisture logging placements in TY and T Farms

Other Capabilities Continued

- Routinely place resistivity tooling in exploration probe holes in the tank farm (two styles- single point and multi-depth)



Direct Push Support Services

- Safety field oversight- Trained and certified safety personnel familiar with the technology.
- All crew members have received 30 Hour OSHA Industry safety training as well as current with all entry and site requirements for Hanford.
- Logging support
- Specialty project designs

Appendix G

Push Probe Groundwater Sampling Information



Methods and Quantitation Limits for Analysis of Groundwater Push-Probe Samples, Horn Rapids Landfill

Parameters	Units	Groundwater Regulatory Standard		Laboratory	PQL (mg/L)	Analytical Method
		MCL	GWQS			
Volatile Organics						
1,1,1,2-Tetrachloroethane	µg/L			ENW	0.5	8260B
1,1,1-Trichloroethane	µg/L	200 *	200 *	ENW	0.5	8260B
1,1,2,2-Tetrachloroethane	µg/L			ENW	0.5	8260B
1,1,2-Trichloroethane	µg/L	5 *		ENW	0.5	8260B
1,1-Dichloroethane	µg/L		1 ***	ENW	0.5	8260B
1,1-Dichloroethene	µg/L	7 *		ENW	0.5	8260B
1,2,3-Trichloropropane	µg/L			ENW	0.5	8260B
1,2-Dibromo-3-chloropropane	µg/L	0.2 *		ENW	0.5	8260B
1,2-Dibromoethane	µg/L	0.05 *	0.001 ***	ENW	0.001	8260 SIM
1,2-Dichlorobenzene	µg/L	600 *		ENW	0.5	8260B
1,2-Dichloroethane (total)	µg/L	5 *	0.5 ***	ENW	0.5	8260B
1,2-Dichloropropane	µg/L	5 *	0.6 ***	ENW	0.5	8260B
1,4-Dichlorobenzene	µg/L	75 *	4 ***	ENW	0.5	8260B
2-Butanone	µg/L			ENW	4	8260B
2-Hexanone	µg/L			ENW	4	8260B
4-Methyl-2-pentanone	µg/L			ENW	4	8260B
Acetone	µg/L			ENW	4	8260B
Acrylonitrile	µg/L		0.07 ***	ENW	0.07	8260 SIM
Benzene	µg/L	5 *	1 ***	ENW	0.5	8260B
Bromochloromethane	µg/L			ENW	0.5	8260B
Bromodichloromethane	µg/L	80 *THM	0.3 ***	ENW	0.3	8260B
Bromoform	µg/L	80 *THM	5 ***	ENW	0.5	8260B
Bromomethane	µg/L			ENW	0.5	8260B
Carbon disulfide	µg/L			ENW	0.5	8260B
Carbon tetrachloride	µg/L	5 *	0.3 ***	ENW	0.3	8260B
Chlorobenzene	µg/L	100 *		ENW	0.5	8260B
Chloroethane	µg/L			ENW	0.5	8260B
Chloroform	µg/L	80 *THM	7 ***	ENW	0.5	8260B
Chloromethane	µg/L			ENW	0.5	8260B
cis-1,2-Dichloroethene	µg/L	70 *		ENW	0.5	8260B
cls-1,3-Dlchloropropene	µg/L			ENW	0.5	8260B
Dibromochloromethane	µg/L	80 *THM		ENW	0.5	8260B
Dibromomethane	µg/L			ENW	0.5	8260B
Ethylbenzene	µg/L	700 *		ENW	0.5	8260B
m,p-xylene	µg/L	10000 *XYL		ENW	1	8260B
Methyl Iodide	µg/L			ENW	NA	NA
Methylene chloride	µg/L	5 *	5 ***	ENW	0.5	8260B
o-xylene	µg/L	10000 *XYL		ENW	0.5	8260B
Styrene	µg/L	100 *		ENW	0.5	8260B
Tetrachloroethene	µg/L	5 *	0.8 ***	ENW	0.5	8260B
Toluene	µg/L	1000 *		ENW	0.5	8260B
trans-1,2-Dichloroethene	µg/L	100 *		ENW	0.5	8260B
trans-1,3-Dichloropropene	µg/L			ENW	0.5	8260B

**Methods and Quantitation Limits for Analysis of Groundwater Push-Probe Samples, Horn
Rapids Landfill**

Parameters	Units	Groundwater Regulatory Standard		Laboratory	PQL (mg/L)	Analytical Method
		MCL	GWQS			
trans-1,4-Dichloro-2-butene	µg/L			ENW	NA	NA
Trichloroethene	µg/L	5 *	3 ***	ENW	0.5	8260B
Trichlorofluoromethane	µg/L			ENW	0.5	8260B
Vinyl Acetate	µg/L			ENW	NA	NA
Vinyl Chloride	µg/L	2 *	0.02 ***	ENW	0.02	8260 SIM
Dissolved Gases (RSK-175)						
Ethane	µg/L			TA	10	RSK-175
Ethylene	µg/L			TA	10	RSK-175
Methane	µg/L			TA	1.2	RSK-175

ENW = Energy Northwest

TA = TestAmerica

NA = ENW is not accredited to analyze these parameters

Bladder Pumps, Groundwater Sampling

Geotech Bladder Pumps

Together with the USGS, Geotech designed the original bladder pump for groundwater quality and pollution monitoring. They can pump to the surface from as deep as 1000 feet (305 meters) with minimal agitation for the best representative samples.

FEATURES

- True low flow capability for less agitation
- Proprietary resin grade virgin PTFE bladder for long life
- Constructed of #316 SS for durability
- Dedicated or portable turnkey systems
- Screened intake extends bladder life
- Optional Drop-Tube assembly available for sampling from greater depths
- Limited lifetime warranty on dedicated stainless steel systems
- Compatible with the Geocontrol PRO and BP Controller units

BLADDER PUMP MODELS

A. 1.66, 36" (4 cm, 91 cm)

Made from SS for maximum durability. Highest volume rate for a low flow pump. For 2" (5 cm) wells or larger.

B. 1.66, 18" (4 cm, 46 cm)

The same as above but for lower pump volume requirements.

C. .850, 18" (2.2 cm, 46 cm)

Made from high-grade SS for maximum durability.

Extra slim design provides excellent performance for its size.

D. .675, 18" (1.7 cm, 46 cm)

Our smallest bladder pump, fits in any well .75" (1.9 cm) or larger. Made with the same polished stainless steel as our other top-of-the-line pumps.

SPECIFICATIONS

	1.66, 36"	1.66, 18"	.850, 18"	.675, 18"
Pump Housing	316 SS	316 SS	316 SS	316 SS
Bladder Material	Virgin PTFE	Virgin PTFE	Virgin PTFE	Virgin PTFE
O.D.	1.66" (4.2 cm)	1.66" (4.2 cm)	.850" (2.2 cm)	.675" (1.7 cm)
Length w/Screen	38" (96.5 cm)	20" (51 cm)	18 5/8" (47.3 cm)	18 3/4" (47.6 cm)
Weight	5 lbs. (1.9 kg)	2.5 lbs. (0.93 kg)	1.1 lbs. (.5 kg)	.83 lbs. (.4 kg)
Volume/Cycle	21.1 oz. (625 ml)	10.5 oz. (313 ml)	.9 oz. (29 ml)	.5 oz. (15 ml)
Min. Well I.D.	2" (50 mm)	2" (50 mm)	1.00" (2.5 mm)	.75" (1.9 mm)
Operating Pressure	10-450 psi (.7-31 bar)	10-450 psi (.7-31 bar)	100 psi (6.9 bar)	100 psi (6.9 bar)
Min. Operating Pressure	5 psi (.34 bar) ash*	5 psi (.34 bar) ash*	5 psi (.3 bar) ash*	5 psi (.3 bar) ash*
Maximum Depth	1000' (305 m)	1000' (305 m)	200' (61 m)	200' (61 m)
Air Line (ID x OD)	.17" x .25" (4 mm x 6 mm)	.17" x .25" (4 mm x 6 mm)	.17" x .25" (4 mm x 6 mm)	.17" x .25" (4 mm x 6 mm)
Discharge Line (ID x OD)	.25" x .375" (6 mm x 10 mm)	.25" x .375" (6 mm x 10 mm)	.25" x .375" (6 mm x 10 mm)	.25" x .375" (6 mm x 10 mm)

*ash = above static head



CALL GEOTECH TODAY (800) 833-7958

Geotech Environmental Equipment, Inc.

2650 East 40th Avenue • Denver, Colorado 80205

(303) 320-4764 • (800) 833-7958 • FAX (303) 322-7242

email: sales@geotechenv.com website: www.geotechenv.com

Sampling Pumps

Geotech Portable Bladder Pumps

Geotech's portable bladder pumps are designed with input from field technicians who actually do the sampling! Single turn release head and quick change bladders allow for quick, in-the-field bladder changes and easy decontamination. Custom hose barbs allow the pump to be secured to tubing without the need for tubing clamps.

FEATURES

- **Constructed of 316 stainless steel**
For unsurpassed durability and truly representative samples
- **Portable turnkey systems available**
Everything you need to quickly and efficiently sample your site
- **Easy-to-open housings**
No special tools or training required to service the pump
- **Quick-change bladder configuration**
Bladders are easily changed without tools by sliding back the PTFE collars
- **Drop tube intake option**
Allows for deeper sampling
- **Extra bladders are readily available**
Available in PTFE and Polyethylene for all models
- **Bonded tubing**
In Polyethylene and FEP lined Polyethylene by the foot or by the roll
- **Compatible with the Geocontrol PRO & BP Controller units**
- **CE rated for quality**

SPECIFICATIONS

	1.66 Portable	.850 Portable	.675 Portable
Pump Housing	316 SS	316 SS	316 SS
Pump Ends	316 SS	316 SS	316 SS
Bladder Material	Virgin PTFE	Virgin PTFE	Virgin PTFE
Outer Diameter	1.66" (4.2 cm)	.850" (2.2 cm)	.675" (1.7 cm)
Length w/Screen	19" (48.3 cm)	18 5/8" (47.3 cm)	18 3/4" (47.6 cm)
Weight	3.0 lbs. (1.4 kg)	1.1 lbs. (.5 kg)	.83 lbs. (.4 kg)
Volume / Cycle	5 oz. (150 ml)	0.9 oz. (29 ml)	0.5 oz. (15 ml)
Min. Well I.D.	2" (5 cm)	1" (2.5 cm)	.75" (1.9 cm)
Max. Operating Pressure	100 psi (6.9 bar)	100 psi (6.9 bar)	100 psi (6.9 bar)
Min. Operating Pressure	5 psi (.3 bar) ash*	5 psi (.3 bar) ash*	5 psi (.3 bar) ash*
Max. Sampling Depth	200' (61 m)	200' (61 m)	200' (61 m)
Tubing Size	Air	.17" ID x .25" OD	.17" ID x .25" OD
	Discharge	.25" ID x .375" OD	.17" ID x .25" OD

*ash = above static head



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Sampling Pumps



Geotech Portable Bladder Pump Optional Accessories

PORTABLE BLADDER PUMP DROP TUBE ASSEMBLY

Geotech's optional drop tube intake system allows you to easily relocate the bladder pump intake way beyond the depth limitations of the pump. As long as the pump remains submerged, you can effectively and economically low flow sample from the well's screened section.

- Relocate pump intake to deeper well screen interval
- Keeps pump at optimum depth to maximize performance
- Drop tube length custom sized to each well
- Easily adaptable in the field
- Available for all three pump sizes

.675

.850

1.66



PORTABLE BLADDER PUMP REEL

- Caddy stores pump when not in use
- Depth ranges to 175 feet (53 m)
- Quick-connect fittings at pump and reel



Portable Bladder Pump Reel System
(shown with 1.66 Pump)

BONDED TUBING



Bonded Polyethylene x Polyethylene

[.170" x .25", .170 x .25"]



[.170" x .25", .25" x .375"]



[.25" x .375", .25" x .375"]



[.25" x .375", .375" x .50"]



Bonded FEP Lined Polyethylene x Polyethylene

[.170" x .25", .170 x .25"]



[.170" x .25", .25" x .375"]



[.25" x .375", .25" x .375"]



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Appendix H

Monitoring Well Specification



7-10.1 Drilling

The appropriate safety precautions apply and shall be addressed in the CONTRACTOR'S Health and Safety Plan, Section 1-07.28. Health and safety training in compliance with 29CRF 1919.120 and Chapter 296-62-300 WAC is required of the CONTRACTOR for this job. In response to this bid, the CONTRACTOR acknowledges that he/she is familiar with conditions at the project site and has ascertained any Health and Safety Plan requirements of applicable laws and regulations pertinent to the specific project site conditions.

The CONTRACTOR shall be required to have a well driller licensed to drill and install monitoring wells in Washington State and a competent driller's assistant on-site during all drilling and well construction activities. The drilling CONTRACTOR shall have successfully completed a minimum of 10,000 linear feet using the same procedures described above. The CONTRACTOR shall provide a rig large enough and capable of reaching the desired depths. The driller's assistant may perform well development alone.

Prior to the commencement of field operations, the CONTRACTOR shall designate the representative who will be the only individual authorized to discuss performance of the work and related matters with the County. The CONTRACTOR shall procure all permits, licenses, and certificates that may be required by law for the execution of the work described in this document. The CONTRACTOR shall comply with all federal, state, and local laws, ordinances, rules, and regulations relating to the performance of the work described in this document.

The CONTRACTOR shall submit start cards to Ecology prior to mobilization as specified in Chapter 173-160-055 WAC, Well Construction Notification (Start Card). At the completion of the project, the CONTRACTOR shall be required to complete and submit to Ecology all necessary reports and forms relating to the completion of the each boring (Chapter 173-160-050 WAC, Records).

The CONTRACTOR shall be required to have at least two qualified persons on-site through the duration of drilling and well installation, and at least one qualified person on-site during well development. In addition, the CONTRACTOR shall:

1. Provide electric power at each drill site (if needed to complete the drilling and well installation).
2. Restore site to pre-drilling condition.
3. Provide water and sanitary facilities at each drill site.
4. Review and sign the County daily log of construction activities.

All work, materials, and construction shall conform to the requirements of Chapter 173-160 WAC, Minimum Standards for the Construction of Wells. In the event of a conflict between these specifications and Chapter 173-160 WAC, and in the absence of a variance from Chapter 173-160 WAC, Chapter 173-160 WAC shall govern.

The work will be performed using air rotary drilling methods. All the drilling locations are outside the limits of refuse. No refuse material will be encountered during well installation. The well will be completed with a protective steel casing, locking lid, and guard posts.

No bit lubrication other than filtered air and potable water shall be allowed. Compressed air shall be filtered to eliminate contamination of the air by oil from the compressor. The CONTRACTOR shall prevent contamination of soil or groundwater at the drilling site from hydrocarbons or other chemicals used by the CONTRACTOR on or around the drilling equipment. Drilling muds, foams, and petroleum- or soap-based products shall not be allowed. The use of petroleum-based joint compounds, which are normally used to prevent binding, shall not be allowed.

During air rotary drilling, drill cuttings from the cyclone will be collected at 5-foot intervals using a 5-gallon bucket.

The CONTRACTOR shall conduct all operations in such a way as to prevent any destruction, scarring, or defacing of the work site. Every effort shall be made to present an orderly appearance at the work site while drilling operations take place. At the completion of the field activities, the CONTRACTOR shall restore each drilling site to its pre-drilling condition.

In the event that any damages to the site property occur because of the CONTRACTOR'S activities, the CONTRACTOR shall, at his own expense, repair the damages or reclaim the land to the extent deemed suitable by the ENGINEER.

7-10.2 Decontamination Procedures

All large drilling equipment (rods, bits, drill rig, etc.) will be steam cleaned with a high-pressure washer prior to drilling the groundwater monitoring well. The area designated for steam cleaning activities will be located at least 50 feet south from the well or as designated by the ENGINEER.

7-10.3 Borehole Logging

Borehole logging shall be conducted by the ENGINEER for the purpose of this project and must also be done by the CONTRACTOR for fulfillment of state requirements. The CONTRACTOR shall endeavor to provide information on drilling conditions that will assist the ENGINEER in making determinations of subsurface material character.

7-10.4 Alignment

Alignment requirements during drilling are that any casing, liner, or drill tools can be run freely through the boring. At a minimum, the alignment shall conform to Chapter 173-160-215(4) WAC, Design and Construction—Well Completion—General (Alignment).

7-10.5 Abandonment

7-10.5(1) New Wells Installation

If the groundwater monitoring well does not meet the alignment or other requirements, or which is contaminated by the CONTRACTOR, or the well on which the CONTRACTOR stops work will be considered abandoned. Once a well installed by the CONTRACTOR has been designated as abandoned, the CONTRACTOR shall initiate installation of a new well in the immediate vicinity at a location designated by the ENGINEER. The CONTRACTOR may, at his own expense, remove any ungrouted casing. At a minimum, all borings and well shall be abandoned in accordance with Chapter 173-160-560 WAC, Abandonment of Resource Protection Wells.

7-10.5(2) Existing Well Abandonment

The existing groundwater monitoring well (MW-7) is 105 feet deep and screened between depths of 87.5 feet and 102.5 feet below ground surface. It is installed in a 6-inch diameter borehole and is constructed with 2-inch Schedule 40 PVC pipe with an 8-inch diameter steel monument at the surface.

No well log is available for existing gas probe (GP-6), but the probe has two ½ inch PVC completions within one borehole and an 8-inch diameter PVC monument at the surface. The borehole is approximately 6 to 8 inches in diameter

The well and probe shall be abandoned in accordance with Chapter 173-160-560 WAC, Abandonment of Resource Protection Wells.

The existing gas probe shall be decommissioned by withdrawing the casings and filling the borehole with neat cement grout, neat cement, bentonite, or bentonite slurry as the casing is being withdrawn or by overdrilling and filling the bore hole with neat cement grout, neat cement, bentonite, or bentonite slurry.

The existing monitoring well shall be decommissioned by filling the casing from bottom to land surface with bentonite, bentonite slurry, neat cement grout, or neat cement.

Existing steel casing and locks shall be stockpiled as directed by the Owner. The Owner shall remove existing fence.

7-10.6 Well Installation

All well casing pipes shall be PVC in accordance with Section 9-05.21(2), and as shown on the Plans. The top of the screen shall be set approximately 5 feet above the top of the groundwater table. Centralizers will be placed at several positions along the upper portion of the solid riser pipe, and above and below the screen.

The well casing will then be lowered into the boring and shall be suspended at the required depth for the remainder of the installation. The casing shall be pulled back a few inches prior to pack material installation to insure that the completion is not caught in the drill casing.

The design dimensions for the monitoring well completion is shown on the Plans. The monitoring well shall be constructed in accordance with Chapter 173-160 WAC, Minimum Standards for Construction and Maintenance of Wells. Specific construction procedures are described in the following sections.

The annular space between the borehole wall and well screen shall be filled with a 20 to 40 mesh silica sand filter pack to approximately 2 feet above the top of the screen. The depth to the top of the filter pack shall be probed using the tremie pipe, verifying the thickness of the sand pack. A 2-foot layer of finer silica sand (100 mesh) shall be placed on top of the sand pack material.

A five-foot seal of bentonite pellets shall be placed above the sand pack and hydrated by pouring clean potable water through a separate tremie pipe placed in the annular space of the well. The completed annular seal shall fully surround the permanent casing, be evenly distributed, free of voids, and extend from the permanent casing to undisturbed or recompacted soil.

The remaining annular space shall be filled to two feet below land surface in a continuous operation with Portland Type I cement/bentonite slurry with a tremie tube. Potable water shall be used to hydrate the mixture.

Well-site safeguards should include keeping all materials covered with plastic sheeting, off the ground, and ensuring that they are touched only with clean tools and gloves. Equipment or materials to be inserted into the bore hole must not be allowed to touch the ground.

7-10.7 Completion

The monitoring well shall be completed at the surface with an above grade locking steel stovepipe monument to protect the well casing. The steel monument shall be 6 feet in length, extend at least six inches above the top of the well casing, and be cemented at least two feet into the ground. Three protective posts at least three inches in diameter will be installed in a triangular array around the casing and at least two feet from it with at three feet above and below the land surface. The top of the well casing shall be fitted with an expandable-gasket lockable cap, and the well will be locked.

The monitoring well steel casing and the protective posts shall be painted with a highly visible paint as indicated on the Plans and in accordance with Section 9-05.21(2)C.

7.10.8 Well Development

The objective of monitoring well development shall be to remove sediment that may have accumulated in the well during well installation, to consolidate the filter pack around the well screen, and to enhance the hydraulic connection between the formation and the filter pack. Monitoring well development shall be performed after well installation but not sooner than 48 hours following placement of the grout seal. Prior to development, the water level and total depth of the well shall be measured. The monitoring well shall initially be surged with a surge block in five-foot intervals, beginning at the bottom of the well and working upward. After surging, the monitoring well shall be bailed of coarse sediment using a stainless steel bailer or similar type.

7-10.9 Site Restoration

At the conclusion of all work activity at a boring, all drilling work, extra casing, trash, disposal of materials used for decontamination, and other materials shall be removed from the site. No work shall begin on subsequent borings until the previous boring site has been cleaned up and approved by the ENGINEER. All boring and miscellaneous trash materials such as bentonite bags will be properly disposed of in the landfill as directed by the ENGINEER. These costs shall be included with unit price.

7-10.10 Well Construction Records

The CONTRACTOR shall keep a daily written log of operations, including size and length of the casing placed, character, depth and thickness of all formations penetrated, causes of delays, and screen locations. Duplicate copies of this log shall be furnished to the ENGINEER at the end of each work day.

7-10.11 Waste Soil

The investigation-derived waste soil will be disposed of on the ground surface.

7-10.12 Measurement

Measurement shall be as follows:

1. "Groundwater Monitoring Well," by the unit price per linear vertical foot. The well shall be measured by vertical measure over the length of the installed from existing grade to bottom of boring as shown on the Plans.
2. "Existing Well Abandonment," by the unit price per linear vertical foot. The well shall be measured by vertical measure over the length of the existing well depth from existing grade to bottom of boring.

7-10.13 Payment

Payment shall be as follows:

1. "Groundwater Monitoring Well," per vertical linear foot:

The unit price bid per vertical linear foot shall be full compensation for all labor, tools, equipment, and materials necessary to drill, furnish materials and install the wells, complete in place. Work will include but not limited to, drilling, installation of well casing and screened intervals and installation of all well backfill materials as described in the specifications and on the Plans.

Costs for mobilization to and from the well location including all costs for temporary access (e.g., crushed rock, wood timber supports, etc.), if required, are to be incidental with the unit price bid for this item.

Cost for all well materials (e.g., PVC pipe, bentonite, sand backfill, etc.) are to be included in the unit price bid for this item. No payment for materials used in well installation will be made under any other bid item.

In the event abandonment of an incomplete well is necessary due to unforeseen conditions and not the result of poor CONTRACTOR workmanship or materials, the cost of abandonment will be paid at the unit price bid for this item. Prior approval by the ENGINEER will be required.

2. "Existing Well Abandonment," per vertical linear foot.

The unit price bid per vertical linear foot shall be full compensation for all labor, tools, equipment, and materials necessary to abandon wells in place. Work will include but not limited to, removal of surface monument, casing removal or overdrilling, and installation of grout as described in the specifications.

Costs for mobilization to and from the well location including all costs for temporary access, if required, are to be incidental with the unit price bid for this item.

Cost for all well abandonment materials are to be included in the unit price bid for this item. No payment for materials used in well abandonment will be made under any other bid item.

END OF DIVISION 7

DIVISION 9

MATERIALS

9-05 DRAINAGE STRUCTURES, CULVERTS, AND CONDUITS

9-05.21 HDPE Pipe and Fittings (New Section)

9-05.21(1) HDPE Material

High-density polyethylene pipe and fittings shall be made from polyethylene resin compound qualified as Type III, Category 5, Class C, Grade P34 in ASTM D1248. The HDPE pipe and fittings shall conform to Cell Classification 345464C or 355434C (ASTM D3350). Diameter shall be as shown on the Plans. This material shall have compressive yield strength of 1,600 psi when tested and analyzed by ASTM D695. This material shall have a Tensile Yield Strength of 3,200 psi when tested and analyzed by ASTM D638.

The polyethylene compound shall be suitably protected against degradation by ultraviolet light by means of carbon black, well dispersed by precompounding in a concentration of not less than 2 percent.

The manufacturer shall be listed with the Plastic Pipe Institute as meeting the recipe and mixing requirements of the resin manufacturer for the resin used to manufacture the pipe and fittings for this project.

The HDPE products shall contain no recycled compound except that generated in the manufacturer's own plant from resin of the same specifications from the same raw material supplier.

The CONTRACTOR shall submit, at the preconstruction meeting, a description of the pipe to be used which includes materials specifications provided by the manufacturer. The CONTRACTOR shall supply the manufacturer's certificate of compliance in accordance with Section 1-06.3 of the Standard Specifications prior to installing any HDPE piping.

9-05.21(1)A High Density Polyethylene (HDPE) Pipe

HDPE pipe meeting the requirements of this section shall be used for the landfill gas and condensate systems, and all other piping unless specified or otherwise shown on the Plans.

The same manufacturer shall supply polyethylene pipe and fittings. Pipe and fittings from different manufacturer's shall not be interchanged.

Pipe and fittings shall be of the nominal diameter shown on the Plans. All pipe sizes, either solid or perforated, shall conform to ASTM F 714.

The maximum allowable hoop stress shall be 1000 psi at 140 degrees F.

The polyethylene pipe shall be homogeneous throughout and free of visible cracks, holes, foreign inclusions, or their injurious defects. Any pipe with nicks, scrapes, or gouges deeper than 5 percent of the nominal wall thickness shall be rejected. The pipe shall be uniform in color, opacity, density, and other physical properties.

The pipe and fittings used for the landfill gas system, unless otherwise designated on the Plans, shall conform to the following:

1. All vertical gas well pipe shall (solid and slotted) shall have a minimum SDR 11. The slotted pipe sections shall be shop fabricated and supplied in nominal diameter as shown in the Plans. The slots shall be uniformly placed perpendicular to the axis of the pipe in straight rows. The slots shall be 0.25-inch wide, 1-inch long inside length and 2 3/4 inches long outside length, and shall be 1-inch apart on-center in four places equidistant around the pipe. Slotted pipe shall be free of cutting debris, and other physical properties.

The following information shall be continuously marked on the pipe or spaced at intervals not exceeding 5 feet:

1. Name and/or trademark of the pipe manufacturer
2. Nominal pipe size
3. Standard Dimensional Ratio (SDR)
4. PE 3408
5. Manufacturing Standard Reference
6. A production code from which the date and place of manufacture can be determined

Joints and pipe connections shall be thermal butt-fusion. No mechanical couplings shall be used unless shown on the Plans or approved by the ENGINEER.

9-05.21(1)B HDPE Fittings

Fittings shall be manufactured in accordance with ASTM D3261, and shall be manufactured by injection molding, a combination of extrusion and machining, or fabrication from HDPE pipe conforming to these specifications. Fittings shall be from the same manufacturer as the pipe and shall have the same or numerically smaller SDR than pipe connecting to the fitting. Fittings shall be molded, for sizes 6-inch and smaller.

All reducing tees shall be factory-molded if available as a standard item by any manufacturer having pipe and meeting these specifications. If not available as a standard item, branch saddle reducing tees shall be used. Reducers shall be shop-fabricated. Field fabricated branch saddle connections will not be allowed.

All molded fittings shall have the same or higher pressure rating as the pipe when installed in accordance with the latest technical specifications. All fabricated fittings shall have the same or higher pressure rating as the adjoining pipe when installed in accordance with the manufacturer's recommendations.

9-05.21(1)C Pipe Connections

Joints and pipe connections shall be thermal butt-fusion. No mechanical couplings shall be used unless shown on the Plans or approved by the ENGINEER.

9-05.21(1)D Seal Material

The bentonite seal shall be Volclay Chip medium, Enviroplug medium, CETCO medium bentonite chips, or approved equal. A high-solid content non-shrink cement slurry shall be used to seal the remaining annular space to the ground surface.

9-05.21(2) Groundwater Monitoring Well Materials

Groundwater monitoring well shall be constructed using new, commercially manufactured materials.

9-05.21(2)A PVC Pipe

The riser pipe and fittings shall be 2-inch Schedule 40 PVC pipe that is flushed threaded. A flush thread end plug shall be fitted to the bottom of the well. The well screens shall have 0.010-inch factory machine-cut horizontal slots and shall be spaced approximately 0.375 inches apart. All joints shall be flush threaded.

9-05.21(2)B Seal Material

All bentonite used for the well shall be certified by NSF/ANSI approval standards for use in potable water supply wells, or equivalent standards as approved by the department. The product shall be clearly labeled as meeting these standards. A high-solid content non-shrink cement slurry shall be used to seal the remaining annular space to the ground surface. The neat concrete shall be Class 3000, and shall consist of either Portland cement types I, II, III, or high-alumina cement mixed with not more than six gallons of potable water per sack of cement (ninety-four pounds per sack).

Unhydrated bentonite--pelletized, granulated, powder, or chip bentonite may be used in the construction of seals or in decommissioning of wells. The bentonite material shall be specifically designed for sealing or decommissioning and be within the industry tolerances for dry western sodium bentonite. Placement of bentonite shall conform to the manufacturer's specifications and result in a seal free of voids or bridges.

9-05.21(2)C Protective Casing

The protective casing shall be a new Schedule 40 Grade B, seamless, rust-free, carbon steel pipe per ASTM A53 standard, and shall complete with a lockable steel cap and casing, which should be approved by the Engineer. The protective casing shall be painted with a high visible paint, in accordance with the manufacturers recommendations, which matches the existing casing as the site or recommended by the Owner. The top of the well casing will be fitted with an expandable-gasket lockable cap, and the well will be locked.

9-36 SOILS

(NEW SECTION)

9-36.1 Gas Well Pack Material

The pack material for the landfill gas wells shall be clean, 1 1/4"- or 1 1/2"-diameter round well-graded drain rock, or as approved by the Engineer.

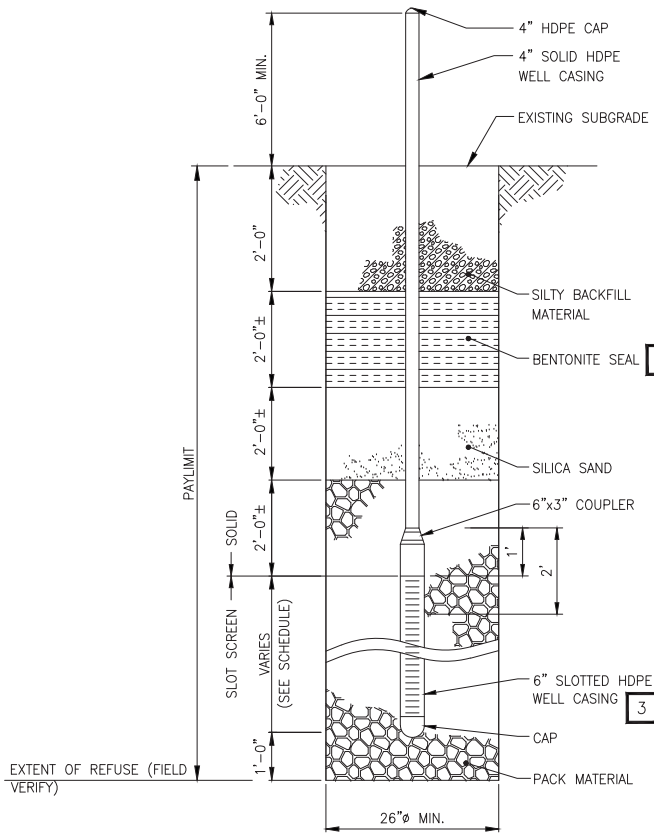
9.36.2 Groundwater Monitoring Well Pack Material

The pack material for the groundwater monitoring well shall be clean, round drain rock, or as approved by the Engineer.

Artificial filter pack will be of 20-40 Colorado silica sand or equivalent. Finer grained sand (100 mesh Colorado silica sand) will be placed above the filter pack to prevent slurry infiltration.

END OF DIVISION 9

IMAGES: DATE: 02/12/10 08:45am XREF'S: VBL3820001P2AT03-TB | VBL3820001P2AT03-DE | VBL3820001P2AT03-BA |



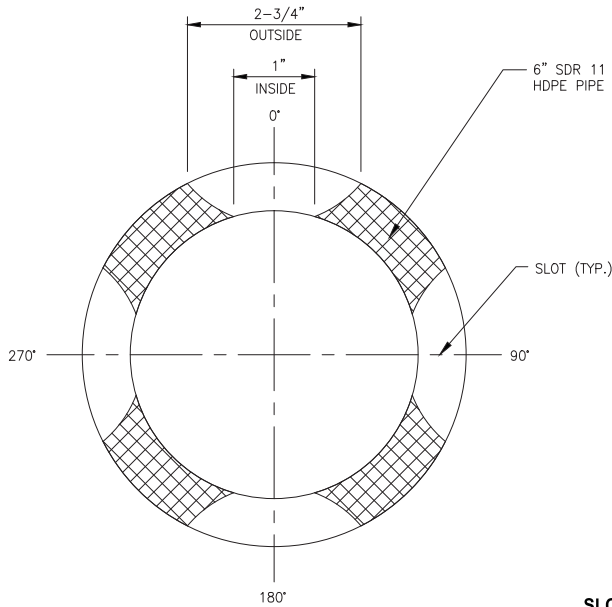
TYPICAL IN-REFUSE GAS
VERTICAL LANDFILL GAS WELL
DETAIL
NO SCALE C2, C3

NOTE:

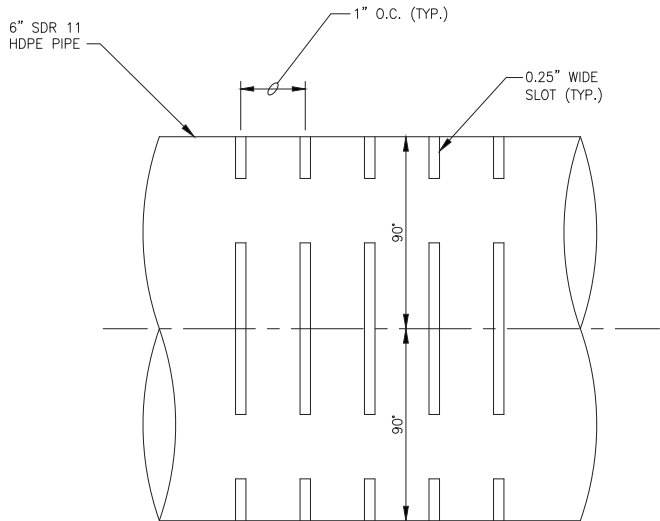
1. EXCAVATED MATERIAL SHALL BE DISPOSED OF BY THE CONTRACTOR IN THE LANDFILL ACTIVE AREA, SEE SHEET C2

2. BENTONITE TO BE HYDRATED WITH CLEAN WATER.

3. SLOTTED PIPE, SEE DETAIL C3



SLOTTED PIPE
DETAIL
NO SCALE C3



GROUNDWATER MONITORING WELL (MW-11)
DETAIL
NO SCALE C2

WELL SCHEDULE

NUMBER	NORTHING	EASTING	EXISTING GRADE	BOTTOM BORING ELEVATION	TOP OF SCREEN ELEVATION
EXTRACTION WELLS					
GW-5	372390.66	2291954.81	512.90	468.00	504.90
GW-6	372240.63	2291954.46	514.70	468.00	506.70
GW-7	372090.52	2291954.25	515.70	468.00	507.70
GW-8	371940.66	2291954.40	516.80	468.00	508.80
GW-9	371790.84	2291954.50	516.60	468.00	508.60
GW-10	371640.01	2291955.17	515.00	468.00	507.00
GW-11	371490.79	2291954.10	513.90	468.00	505.90
GW-12	371340.44	2291953.94	514.50	468.00	506.50
GW-13	371190.00	2291954.83	515.40	468.00	507.40
GW-14	371040.70	2291954.49	510.40	468.00	502.40
GW-15	372380.77	2292092.47	514.60	454.00	506.60
GW-16	371078.39	2292100.27	519.50	454.00	511.50
GW-17	372363.24	2292229.23	519.00	455.00	511.00
GW-18	371351.05	2292177.70	528.80	455.00	520.80
GW-19	371085.43	2292249.96	529.90	455.00	521.90
GW-20	372343.76	2292376.40	519.00	455.00	511.00
GW-21	372143.80	2292384.48	529.70	455.00	521.70
GW-22	371944.55	2292377.54	531.80	455.00	523.80
GW-23	371748.86	2292341.31	535.50	455.00	527.50
GW-24	371549.98	2292339.94	535.20	455.00	527.20
GW-25	371353.81	2292378.15	532.80	455.00	524.80
GW-26	371155.11	2292385.19	532.80	455.00	524.80
GW-27	371003.77	2292375.44	532.40	455.00	524.40

NOTE:

1. BOTTOM BORING ELEVATION SHALL BE FIELD VERIFIED BASED ON ACTUAL REFUSE LIMITS.

2. OWNER SHALL SURVEY WELL LOCATION AND LABEL EXISTING GROUND SURFACE AND WELL NUMBER.



Parametrix

411 108TH AVENUE N.E., SUITE 1800
BELLEVUE, WASHINGTON 98004
T: 425.458.6200 F: 425.458.6363
www.parametrix.com

ENGINEERING • PLANNING • ENVIRONMENTAL SCIENCES

PROJECT NAME

HORN RAPIDS LANDFILL
GAS AND GROUNDWATER WELLS
INSTALLATION PROJECT

RICHLAND, WA

DETAILS and WELL SCHEDULE

DRAWING NO.
3 OF 4

C4



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 85-17, Authorizing an Interlocal Agreement with Benton County for Bridge Inspections

Department:
Public Works

Ordinance/Resolution Number:
85-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 85-17, authorizing the City Manager to sign and execute an interlocal agreement with Benton County for bridge inspections.

Summary:

The City is currently responsible for two (2) bridges within its city limits that require annual bridge inspections in accordance with Federal Highway Administration (FHWA) requirements.

These two bridge structures are:

1. Structure ID# 0001281A - CID canal crossing on Columbia Park Trail
2. Structure ID# 08687000 - CID canal crossing on Steptoe Street

The City does not have qualified bridge inspectors on staff and has relied on Benton County qualified bridge inspectors to conduct these inspections in the past. Since Richland's population is greater than 5,000, Benton County is not obligated to conduct these inspections free of charge.

This Interlocal Agreement is for Benton County to provide FHWA required bridge inspection services to the City on a cost reimbursement basis for the two city-owned structures identified above. Staff recommends approval of the interlocal agreement.

Fiscal Impact: Inspection costs, estimated at less than \$4,000, will be paid from the Streets department operating budget.

Attachments:

1. Res. No. 85-17, Benton County Interlocal
2. Bridge Inspection Interlocal Agreement

RESOLUTION NO. 85-17

A RESOLUTION of the City of Richland authorizing the execution of an Interlocal Cooperation Agreement with Benton County for annual bridge inspections.

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage in provision of public services; and

WHEREAS, pursuant to RCW 39.34.080, any public agency is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the Federal Highway Administration (FHWA) requires that all bridges be inspected annually; and

WHEREAS, the City of Richland has two (2) bridges that require annual inspections: Structure ID# 0001281A – CID canal crossing on Columbia Park Trail, and Structure ID# 08687000 – CID canal crossing on Steptoe Street; and

WHEREAS, the City of Richland does not have staff qualified to perform these bridge inspections; and

WHEREAS, the City, having a population greater than 5,000, is not eligible for free bridge inspection by Benton County qualified staff; and

WHEREAS, Benton County is willing to provide the required inspection services to the City of Richland through the use of an Interlocal Cooperation Agreement that calls for Richland to reimburse Benton County for the actual costs of performing the required inspections; and

WHEREAS, Richland staff recommends execution of the proposed Interlocal Agreement as the most efficient way to comply with FHWA requirements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an Interlocal Cooperation Agreement with Benton County for annual bridge inspection services.

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 2nd day of May, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Return to: Benton County Engineer
P.O. Box 1001
Prosser, WA 99350

INTERLOCAL COOPERATION AGREEMENT
Between the
CITY OF RICHLAND and BENTON COUNTY
RE: Bridge Inspection

THIS AGREEMENT is made and entered into this ____ day of May, 2017, by and between the **City of Richland**, a Washington municipal corporation whose address is P.O. Box 190, Richland, WA 99352 (hereinafter “the City”) and **Benton County**, a political subdivision of the State of Washington, whose address is P.O. Box 1001, Prosser, WA 99350 (hereinafter “Benton County”).

WHEREAS, the City, having a population greater than 5,000, is not eligible for free bridge inspection by Benton County, and not having personnel trained to undertake bridge inspection as required by the Federal Highway Administration (“FHWA”) desires to utilize Benton County personnel to inspect two City bridges; and

WHEREAS, the parties hereto agree that Benton County should inspect the City’s bridges pursuant to the Washington Interlocal Cooperation Act, RCW 39.34, and RCW 35.21.730 - .740.

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

- 1. Purpose & Responsibilities of Benton County:** The purpose of this Agreement is for Benton County to provide bridge inspection services to the City under the following terms and conditions.
 - A. Bridges Covered by Agreement.** Benton County agrees to provide inspection services for the two (2) City bridges identified as follows:
 1. Structure ID# 0001281A – CID canal crossing on Columbia Park Trail
 2. Structure ID# 08687000 – CID canal crossing on Steptoe Street

- B. County Oversight.** Benton County Project Manager will oversee Lead Inspector and Assistant Inspector in all aspects of bridge inspection and file maintenance.
 - C. Field Inspections.** Complete visual field inspections on both bridges will be conducted every 24 months.
 - 1. Benton County will complete inspection reports and data entry; and
 - 2. Benton County will comply with all requirements of the Washington State Department of Transportation (“WSDOT”) Local Programs Bridge Preservation Office.
 - D. Digital Photos.** Benton County will take digital photos as required by WSDOT Local Programs Bridge Preservation Office. Additional photos, as deemed necessary by the City, may be requested by the City and taken at the discretion of Benton County.
 - E. Damage/Repair Reports.** Benton County will prepare damage and/or repair reports if necessary and provide copies of the same to the City.
 - F. Inspection Reports.** Benton County will route a copy of all inspection reports to the City along with any damage or repair reports prepared under subsection 1. E. above.
- 2. Responsibilities of the City of Richland:** The City shall have the following duties and responsibilities under this Agreement:
- A. Right of Entry.** The City hereby grants to the County and WSDOT the right of entry upon all land which the City has interest, within or adjacent to the bridges (as described under subsection 1.A.) for the purpose of accomplishing the work described as part of this Agreement.
 - B. Review all Reports.** The City shall review all inspection, damage, and/or repair reports and provide any comment, inquiry, or request for further action in writing within thirty (30) days of receiving said report from Benton County.
 - C. Maintenance/Repair.** Perform, or retain approved consultant, private contractor, or WSDOT Bridge Preservation Office expertise to perform, maintenance and repair of all City bridges, if necessary. *Note:* The Bridge Office maintains files on consultants qualified to provide bridge inspection services.
 - D. Maintain Current Contact Information.** The City shall keep information current on level of contact in case of emergency closure.
 - E. Reimburse County for Costs.** The City shall reimburse all Benton County costs for personnel, equipment, etc., for inspection of the bridges, preparation and submittal of reports, and maintenance of the bridge files.

3. Representation, Warranties, and Indemnities.

- A.** The City represents and warrants to Benton County that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- B.** Benton County represents and warrants to the City that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- C.** Each party shall defend, protect, and hold harmless the other party from and against all claims, suits, and/or actions arising from negligent or intentional acts or omissions of that party's employees and agents while performing this Agreement. In case of joint negligence, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party.

4. Duration of Agreement. The term of this Agreement shall commence upon the execution by both parties and shall expire on December 31, 2019.

5. Termination of Agreement. This Agreement may be terminated by either party by providing thirty (30) days written notice to the designated contacts for each party identified in Section 12 of this Agreement. Termination shall be effective on the 31st day after notice of termination is sent pursuant to Section 12.

6. Liability / Hold Harmless.

- A.** Benton County shall indemnify, defend, and hold harmless the City of Richland, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of the Benton County, its officers, agents and employees, in the performance of the Agreement. With respect to the performance of this Agreement and as to claims against Richland, its officers, agents and employees, Benton County expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided in this paragraph extends to any claim brought by or on behalf of any employee of Benton County. This paragraph shall not apply to any damage resulting from the negligence of Richland, its agents, and employees. To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of Richland and Benton County, their respective agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of Benton County, its officers, agents, and employees.
- B.** Richland shall indemnify, defend, and hold harmless Benton County, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of the City of Richland, its officers, agents and employees, in the performance of the Agreement. With respect to the

performance of this Agreement and as to claims against Benton County, its officers, agents and employees, Richland expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided in this paragraph extends to any claim brought by or on behalf of any employee of Richland. This paragraph shall not apply to any damage resulting from the negligence of Benton County, its agents, and employees. To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of Benton County and Richland, their respective agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of negligence of Richland, its officers, agents, and employees.

7. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.
8. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third-party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
9. **Assignability.** The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
10. **Entire Agreement.** This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.
11. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.
12. **Litigation.** In the event that any suit or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any

action to enforce or interpret this Agreement shall lie in the Superior Court for Benton County, Washington.

- 13. Notices.** All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Benton County:

Benton County Public Works
P.O. Box 1001
Prosser, WA 99350-0954

To City of Richland:

City of Richland – Attn: Public Works
505 Swift Blvd.
Richland, WA 99352

- 14. Filing of Agreement.** This Agreement shall be filed with the Benton County Auditor in compliance with RCW 39.34.050.
- 15. Evidence of Authority.** Upon execution of this Agreement, the City shall provide Benton County and Benton County shall provide the City with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as **Exhibit “A”** (City) and **Exhibit “B”** (County).
- 16. Entity status.** This Agreement shall not require formation of any new governance entity. No property will be acquired or held, and no joint board or administrator is necessary to accomplish the purpose of this Agreement.
- 17. Budget.** This Agreement does not require establishment of a budget or any manner of financing.
- 18. Waiver.** No waiver by either party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

CITY OF RICHLAND,
WASHINGTON

BENTON COUNTY,
WASHINGTON

By: _____
City Manager

By: _____
Chairman, Board of County
Commissioners

Date: _____

Date: _____

Attest:

Attest:

City Clerk

Clerk of the Board

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Attorney, City of Richland

Benton County Prosecuting Attorney

Date: _____

Date: _____

EXHIBIT “A”

EXHIBIT “B”



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from April 10, 2017 - April 21, 2017 for \$6,225,140.89 including Check Nos. 243950-244434, Wire Nos. 6412-6436, Payroll Check Nos. 118325-118862, and Payroll Wire/ACH Nos. 9886-9909

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from April 10, 2017, to April 21, 2017 in the amount of \$6,225,140.89.

Summary:

Breakdown of Expenditures:

Check Nos.	243950-244434	2,701,083.10
Wire Nos.	6412-6436	1,356,377.96
Payroll Check Nos.	118325-118862	22,563.88
Payroll Wires/ACH	9886-9909	2,145,115.95
TOTAL		\$6,225,140.89

Fiscal Impact:

Yes

Total Disbursements: \$6,225,140.89.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
APRIL 10 - APRIL 21, 2017

Payee	Wire Description	Amount
Claim Wires - Wire No. 6412 to 6436		
AW Rehn Insurance	Fire Health Reimbursement Account	21,315.00
CIGNA Health/Matrix/QBE/VSP	Insurance Claims	794,816.82
Conover	Section 125	2,514.39
Department of Licensing	Firearms Online Pmt for Concealed Licenses	1,555.00
Payment Processing, Inc.	Landfill Merchant Service Fees	1,721.55
Richland Golf Management Corporation	Col. Pt. Operating Reimb	130,328.84
US Bank Trust	Principal & Interest - Public Facilities District	335,200.00
Zenith Administrators	Insurance Claims	68,926.36
	Total Claim Wire Transfers	\$ 1,356,377.96
Payroll Wires & Direct Deposits (ACH) - Wire No. 9886 to 9909		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,145,115.95
Total Claim & Payroll Wires/ACH		\$ 3,501,493.91

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



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
ADAMS, LISA M		17-029 ADAMS	244146	17-029 EVERGREEN TRAINING	\$615.69
BANK OF AMERICA		17030064161	244248	BANK ANALYSIS FEES	\$4,142.85
BENTON COUNTY TREASURER		0317BC	244090	CRIME VICTIMS COMP BCDC-MAR 17	\$884.42
BENTON FRANKLIN COMMUNITY ACTION COMMITTEE		MAR 2017	244293	HELPING HANDS 1ST QTR 2017	\$2,431.23
KEENE VALLEY VENTURES, INC		2016-001419	244008	REIMBURSE FEE-550 KEENE	\$1,105.00
LETTRICK, R. KIM		17-124 LETTRICK	244011	17-124 SPRING FORUM & SECO	\$528.53
MORTON PUBLIC LIBRARY		3/17 170970087	244025	REFUND FOR MATERIALS RETURNED	\$19.99
RECFWARE REFUND		032317	244135	REFUND DAMAGE DEPOSIT	\$150.00
		032717	244116	REFUND DAMAGE DEPOSIT	\$200.00
		033117	244134	REFUND FLAG FBALL WITHDRAWL	\$64.00
		041017	244154	REFUND FLAG FB FEE	\$62.00
				REFUND DAMAGE DEPOSIT	\$500.00
				REFUND FLAG FB FEE	\$64.00
				REFUND CLASS FEE	\$51.00
				REFUND DAMAGE DEPOSIT	\$200.00
			244189	REFUND CLASS FEE	\$51.00
				REFUND DAMAGE DEPOSIT	\$500.00
				REFUND DAMAGE DEPOSIT	\$200.00
				REFUND FLAG FB FEE	\$62.00
				REFUND FLAG FB FEE	\$64.00
			244201	REFUND CLASS FEE	\$51.00
				REFUND FLAG FB FEE	\$62.00
				REFUND FLAG FB FEE	\$64.00
				REFUND DAMAGE DEPOSIT	\$200.00
				REFUND DAMAGE DEPOSIT	\$500.00
			244208	REFUND DAMAGE DEPOSIT	\$500.00
				REFUND CLASS FEE	\$51.00
				REFUND FLAG FB FEE	\$62.00
				REFUND FLAG FB FEE	\$64.00
				REFUND DAMAGE DEPOSIT	\$200.00
			244218	REFUND DAMAGE DEPOSIT	\$200.00
				REFUND CLASS FEE	\$51.00
				REFUND FLAG FB FEE	\$62.00
				REFUND FLAG FB FEE	\$64.00
				REFUND DAMAGE DEPOSIT	\$500.00
		041117	244180	REFUND CLASS FEE CHANGE	\$20.00
				REFUND FLAG FB FEE	\$48.00



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RECWARE REFUND		041117	244214	REFUND FLAG FB FEE	\$48.00
				REFUND CLASS FEE CHANGE	\$20.00
TALENT WISE INC		96991740	244127	BACKGROUND CHECKS-MAR	\$82.86
THOMAS, MILES		17-082 THOMAS	244057	17-082 WASHINGTON BIKE SUMM	\$207.00
WA STATE DEPARTMENT OF REVENUE		Q1-17LHT	244424	LEASEHOLD TAX-1ST QTR 2017	\$47,983.16
WASHINGTON STATE PATROL		I17006771	244139	BACKGROUND CHECKS-MAR 2017	\$516.00
WASHINGTON STATE TREASURER		0317WS	244140	FINES & FORFEITURES BC-MAR 17	\$45,077.02
				FINES & FORFEITURES BC-MAR 17	\$985.50
WEBCHECK INC		5661	244232	WEBCHECK SRVC MAR 17	\$873.14
UNASSIGNED TOTAL ****					\$110,387.39
Division:	001	CITY COUNCIL			
BANK OF AMERICA		TXN00032062	244249	SUNRIVER RESORT-NWPPA-PL	\$175.01
		TXN00032166		SQ-STONE SP-CIP SUBCMTE MTG	\$78.99
		TXN00032232		EXPEDIA-BKNG FEE	\$35.88
		TXN00032266		ALASKA AIR-AWC LOBBY DY-PL	\$294.40
		TXN00032267		FEDEX-AWC CFQC-SCHLRSH	\$4.99
BENTON FRANKLIN WALLA WALLA COUNTIES		2017 DUES	243962	BFWWC 2017 DUES	\$75.00
PARADISE BOTTLED WATER CO		03/17-CITYATTORNE	244032	BOTTLED WATER-MARCH	\$28.27
VERIZON WIRELESS	P057785	9782955980	244422	MARCH VERIZON CHARGES	\$180.14
CITY COUNCIL TOTAL ****					\$872.68
Division:	100	CITY MANAGER			
BANK OF AMERICA		TXN00031962	244249	PAYPAL-TRIDEC-54TH ANL MTG-CR	\$30.00
		TXN00032232		EXPEDIA-BKNG FEE	\$35.88
		TXN00032238		ALASKA AIR-AWC LOBBY DY-CR	\$294.40
LEMLEY, PHILLIP		17-166 LEMLEY	244195	17-166 AWC LOBBY DAY	\$99.70
REENTS, CYNTHIA		012617	244040	REIMB HANFORD COMM LUNCH ME	\$30.95
		17-165 REENTS		17-165 AWC LOBBY DAY	\$63.00
CITY MANAGER TOTAL ****					\$553.93
Division:	101	CITY CLERK			
BANK OF AMERICA		TXN00031907	244249	ARMA 2017 dues for MH and DB	\$195.00
		TXN00031911		AWC Training - LEOFF1 Disabili	\$75.00
		TXN00031938		Banker Boxes for City Clerk's	\$73.80
		TXN00031946		3-gifts cards for facilities c	\$30.00
		TXN00032095		File Folders for City Clerk's	\$16.50
		TXN00032350		Record Ord	\$77.00
CITY OF RICHLAND		17-053 HOPKINS	244165	17-053 WMCA CONFERENCE	\$368.57
CODE PUBLISHING INC		55945	243982	RMC ELECTRONIC UPDATES 03/27	\$209.65
PARADISE BOTTLED WATER CO		03/17-CITYATTORNE	244032	BOTTLED WATER-MARCH	\$8.48
WASHINGTON MUNICIPAL CLERKS ASN		2017 DUES	244138	WMCA ANNUAL DUES - MH AND DB	\$150.00
CITY CLERK TOTAL ****					\$1,204.00



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 102 CITY ATTORNEY					
BANK OF AMERICA		TXN00031751	244249	AGENT FEE - Heather's Flight	\$35.00
		TXN00031770		ALASKA AIR - H. Kintzley - WSA	\$253.60
		TXN00031860		RPS PASCO TRICITIES - Airport	\$10.00
		TXN00031900		WAPRO - PRR TRAINING	\$175.00
		TXN00032272		PRIMA WA 2017 MEMBERSHIP	\$385.00
		TXN00032280		NASP/IASP - RISK SAFETY CERT	\$2,295.00
BELL BROWN & RIO PLLC		855	243958	PROSECUTION SRVCS-APRIL	\$22,143.88
BENTON COUNTY TREASURER		JANUARY 2017	243960	DISTRICT COURT/OPD COSTS JAN	\$44,950.63
KENYON DISEND PLLC		185267	244356	SALES TAX REVIEW	\$455.00
PARADISE BOTTLED WATER CO		03/17-CITYATTORNE	244032	BOTTLED WATER-MARCH	\$5.66
PRONTO PROCESS SERVICE INC		PTO-2017002479	244037	MESSENGER SERVICE-MARCH	\$40.00
THOMSON REUTERS-WEST		835866082	244410	INFORMATION CHARGES-MAR 2017	\$2,171.87
XEROX CORPORATION		088719475	244084	MX4-344681 BASE/PRINTS- MARCH	\$64.48
CITY ATTORNEY TOTAL ****					\$72,985.12
Division: 110 ASSISTANT CITY MANAGER					
BANK OF AMERICA		TXN00031899	244249	EDIBLE ARGNMTS-LDRSHP TM MTG	\$190.00
		TXN00031948		STRBCKS-COFFEE-LDRSHP-TM MTG	\$51.97
		TXN00031970		BOBS BURGERS-HR DISC-AJ-JMA	\$32.78
		TXN00031973		SOME BAGELS INC-LDRSHP TM MTG	\$65.94
		TXN00032006		WSU-LEGACIES 75 CONF-PL	\$200.00
		TXN00032131		Dropbox 4HHF4VN6VNM7	\$107.51
		TXN00032260		Picture Framed - Sister City A	\$140.39
PARADISE BOTTLED WATER CO		03/17-CITYATTORNE	244032	BOTTLED WATER-MARCH	\$8.48
XEROX CORPORATION		088719475	244084	MX4-344681 BASE/PRINTS- MARCH	\$63.52
				MX4-344681 BASE/PRINTS- MARCH	\$236.69
ASSISTANT CITY MANAGER TOTAL ****					\$1,097.28
Division: 111 COMMUNICATIONS & MARKETING					
BANK OF AMERICA		TXN00031763	244249	SMARTSHEET-SUBSCRPTN	\$61.91
		TXN00031803		ADOBE-STOCK-SMALL ALL MLP DSP	\$32.57
		TXN00031851		NATOA-MBRSHPL-HL	\$915.00
		TXN00031965		STK SHUTTERSTOCK	\$29.00
		TXN00032076		STAPLES-TONER	\$237.77
		TXN00032089		OFFICE DEPOT-MRKRS-CERTS	\$5.41
		TXN00032326		ADOBE-STOCK SMALL-ALL MLP-DSP	\$32.57
		TXN00032367		SMARTSHEET-SUBSCRPTN	\$61.91
WEST COAST PAPER COMPANY		10047191	244075	PAPER 100# 8.5 X 11 WHITE	\$258.03
XEROX CORPORATION		088719495	244141	BG2-946472 BASE/PRINTS-MAR	\$384.40
				BG2-946472 BASE/PRINTS-MAR	\$312.33
		088719496		B35-458536 BASE-MAR	\$140.31



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		088719497	244141	XU6-476287 BASE/PRINTS-APR	\$425.01
				XU6-476287 BASE/PRINTS-APR	\$301.95
COMMUNICATIONS & MARKETING TOTAL ****					\$3,198.17
Division:	112	CABLE COMMUNICATIONS			
BANK OF AMERICA		TXN00032012	244249	B&H PHOTO-AUDIO SPKR CBLE	\$47.00
		TXN00032293		BROWNPAPERTICKETS COM	\$156.24
		TXN00032342		NATOA-ENTRIES	\$400.00
VECTOR BROADCAST LLC	S017240	4181	244070	QUARTERLY MAINTENANCE FOR AUDI	\$2,063.40
	P057751	4182		PANASONIC AW-HE100N HD PARTS	\$1,737.60
	P057751			SHIPPING ON PANASONIC CAMERA	\$38.01
	P057751			3-12V 2500MA AC ADAPTER	\$30.40
	P057751			RS UNIVERSAL AC TO DC WALL ADA	\$18.99
CABLE COMMUNICATIONS TOTAL ****					\$4,491.64
Division:	113	HANFORD COMMUNITIES			
BANK OF AMERICA		TXN00031852	244249	CLB ColumbiaBsn Badger-PBL	\$27.00
LUNDGREN, REGINA E		RCH-SB-506	244013	SPEAKERS BUREAU - MARCH	\$240.00
PARADISE BOTTLED WATER CO		03/17-CITYATTORNE	244032	BOTTLED WATER-MARCH	\$5.66
XEROX CORPORATION		088719475	244084	MX4-344681 BASE/PRINTS- MARCH	\$64.48
HANFORD COMMUNITIES TOTAL ****					\$337.14
Division:	120	FIRE			
BANK OF AMERICA		TXN00031757	244249	BASECAMP - MAR SUB FEES	\$54.30
		TXN00031789		ALLEGiant AIR - WROOLIE (LAS)	\$76.00
		TXN00031794		ALLEGiant AIR - RAMSAY (LAS)	\$76.00
		TXN00031796		INDUSTRIAL COMM - BRUSH RADIO	\$666.21
		TXN00031810		RIO SUITES - RAMSAY IAAI CONF	\$106.88
		TXN00031817		RIO SUITES - WROOLIE IAAI CONF	\$106.88
		TXN00031830		STAPLES - PEN REFILLS	\$5.14
		TXN00031833		STAPLES - SCISSORS, INK	\$70.62
		TXN00031840		ALASKA AIR - WROOLIE (LAS)	\$142.80
		TXN00031841		ALASKA AIR - RAMSAY (LAS)	\$142.80
		TXN00031868		AMAZON - BATTERIES	\$30.20
				AMAZON - DISH SOAP, 409	\$91.68
		TXN00031892		PROVANTAGE - TONER CART'S	\$527.80
		TXN00031955		CHARTER - STA INTERNET FEES	\$251.20
		TXN00031996		AMAZON - CHAIN OIL, GRLL BRSH	\$31.64
				AMAZON - DISH SOAP, BODY WASH	\$22.94
		TXN00032073		SPUDNUT SHOP - BLUE RUDDER 2	\$9.12
		TXN00032103		COSTCO - EVENT CANOPY	\$217.19
		TXN00032119		STARBUCKS - BLUE RUDDER 2	\$17.32
		TXN00032153		FIRE STORE - SALVAGE COVER	\$142.98



City Of Richland

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From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00032298	244249	STAPLES - NOTE PADS, PAPER	\$242.62
		TXN00032310		BASECAMP - APR SUB FEES	\$54.30
		TXN00032327		AMAZON - CLEANERS, BRUSHES	\$70.22
		TXN00032330		AMAZON - BODY WASH	\$18.92
		TXN00032359		AMAZON - CLEANER, FOIL	\$22.97
				AMAZON - BATTERIES	\$50.84
		TXN00032363		AMAZON - BATTERIES	\$13.50
BENTON COUNTY FIRE DIST 1		SWG2017-34	244292	2017 SEAWAG ASSESSMENT	\$5,593.89
BENTON RURAL ELECTRIC ASSOCIATION		03/17-74170526	244295	COLLINS RD RADIO TOWER-ELECTRI	\$30.78
CALLBACK STAFFING SOLUTIONS LLC		005399	243968	STAFFING CALLBACK SRVCS-APR	\$184.96
CHAPLAIN SERVICES NETWORK		RFD-03312017	243974	CHAPLAIN SRVCS JAN-MAR 2017	\$236.25
CITY OF RICHLAND		03/2017 MAR	244163	CITY UTILITY BILLS/MAR 2017	\$4,416.55
CLEMENSON, SCOTT		17-183 CLEMENSON	244168	17-183 SE WA TYPE 3 WKSHP	\$125.10
EMERICK, MIKE		17-200 EMERICK	244181	17-200 SE WA TYPE 3 WKSHP	\$125.10
FRONTIER		04/17 2530045365	244328	SILVER CLOUD PHONE LINE	\$66.64
LN CURTIS & SONS		INV88316	244012	HANGING NAME PATCH-BOWE	\$55.19
NW AIR & SAFETY		2073	244369	COMPRESSOR SERVICE	\$790.07
PARADISE BOTTLED WATER CO		03/17-FIRE ST 72	244032	BOTTLED WATER-MARCH	\$70.14
		03/17-FIRE ST 74		BOTTLED WATER-MARCH	\$88.44
PUBLIC SAFETY TESTING INC		2017-7445	244381	1ST QTR 2017 SUBSCRIPTION FEES	\$283.60
RICHLAND ACE HARDWARE		213130	244385	TAPE/PARACORD	\$12.58
		55966		TOTE FOR REHAB SUPPLIES	\$13.02
RODGERS, BRENDA J		17-186 RODGERS	244213	17-186 SE WA TYPE 3 WKSHP	\$125.10
SEA WESTERN INC		196653	244050	HAIX FIRE HUNTER-SPENCER	\$405.35
	P057634	198108	244396	HAIX, FIRE HUNTER XTREME, 14"	\$390.96
TRI CITIES BATTERY & AUTO REPAIR		117463	244062	CREDIT FOR LEAD ACID BATT CORE	(\$64.00)
		117571	244416	WALLULA BATTERIES	\$78.54
UPTOWN CLEANERS		31619	244066	LINEN/UNIFORM LAUNDRY SRVCS	\$295.46
		31709		LINEN/UNIFORM LAUNDRY SRVCS	\$274.86
		31735		LINEN/UNIFORM LAUNDRY SRVCS	\$307.81
		31792		LINEN/UNIFORM LAUNDRY SRVCS	\$289.24
		31885		LINEN/UNIFORM LAUNDRY SRVCS	\$337.06
WESTERN STATE DESIGN	P057666	E024897-IN	244078	#WN1200XA-12EN2S-SSKCS-USX,	\$12,553.07
	P057666			BASE - 4" STEEL MOUNTING BASE	\$352.95
	P057666			ADJUST FOR TAX	\$0.01
	P057666			FACTORY FREIGHT FEES	\$756.94
	P057666	E248971-IN		INSTALLATION FEES	\$1,303.20
XEROX CORPORATION	P057771	088323561	244141	OFFICE COPIER LEASE/USAGE (FEB	\$349.48
	P057771	088323562		ST 72 MFD - ANNUAL MAINT PLAN	\$130.32
	P057771	088719494		ST 73 MFD - 1ST QTR MAINT PLAN	\$32.58
FIRE TOTAL ****					\$33,274.31



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From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 130 POLICE					
911 SUPPLY LLC	P057715	48821	244236	ADJUST FOR TAX	(\$0.01)
	P057715			SHIPPING	\$11.95
	P057715			EMBROIDERY "ADMINISTRATION"	\$17.38
	P057715			LOE700 BLACK LARGE OGIO ENDUAN	\$130.28
AMERICAN MESSAGING SERVICES LLC		W4100724RD	244088	PAGER RENTAL MARCH 2017	\$51.12
BANK OF AMERICA		TXN00031766	244249	CCSO CVENT -CHILD ABUSE SUMMIT	\$830.00
		TXN00031775		Amazon-Pelican Voyager Rugged	\$979.68
		TXN00031795		OPTICSPLANET, INC. - FLASH BAN	\$49.67
		TXN00031799		DELTA AIR -JUDGE 17-119	\$947.60
		TXN00031828		WAL-MART #3261 - FIRST AID SUP	\$11.73
		TXN00031862		FRED-MEYER #0286 - CR BATTERY	\$8.68
		TXN00031870		WALMART - RANGE CLEANING SUPPL	\$12.99
		TXN00031874		UPS 0000002654EE097	\$31.61
		TXN00031896		THE HOME DEPOT - T50 STAPLES/B	\$32.44
		TXN00031923		SANDYS TROPHIES INC - JENKINS	\$47.61
		TXN00031926		COSTCO WHSE -REFRESHMENTS FOR	\$207.39
		TXN00031941		AMAZON-HP LASERJET PRO	\$239.50
		TXN00031943		STAPLES - ENVELOPES/PENS	\$211.75
		TXN00031968		HERTZ EQUIPMENT - PROPANE RENT	\$26.00
		TXN00031974		TACTICALGEAR.COM - BOOTS HAYTE	\$246.90
		TXN00031977		ALBERTSONS- CITIZENS ACADEMY	\$57.71
		TXN00031980		COSTCO - CITIZENS ACADEMY	\$165.07
		TXN00031982		AMAZON - Sill Charger Iphone	\$155.55
		TXN00031984		WWW.NEWEGG.COM - FLASH DRIVES	\$236.80
		TXN00031991		PAYPAL CALIFORNIAT - REGISTRA	\$437.75
		TXN00031992		EAGLE PRINTING - RPD CAPS	\$1,128.02
		TXN00031997		UPS 0000002654EE107	\$20.29
		TXN00032017		Amazon.com -DRAWER DIVIDERS/MA	\$110.58
		TXN00032021		WAL-MART #3261 -BOTTLED WATER	\$13.12
		TXN00032023		AMAZON -DRY ERASE MAGNETIC SHE	\$32.94
		TXN00032024		OFFICE DEPOT -OFFICE CHAIR	\$238.91
		TXN00032034		SUNWEST SPORTSWEAR - INSTRUCTO	\$198.43
		TXN00032042		AMAZON - PORTABLE EXTERNAL HAR	\$547.20
		TXN00032044		EAGLE PRINTING - NAME TAPES &	\$131.79
		TXN00032054		ENVOY -Vertical Nano	\$114.00
		TXN00032063		ALASKA AIR -COBB 17-156	\$873.60
		TXN00032067		STAPLES - YOGA MAT	\$20.62
		TXN00032068		OFFICE DEPOT #2766 -CARD HOLDE	\$15.03
		TXN00032071		STAPLES/MEDICINE BALL	\$40.06
		TXN00032078		VERIZON/TAX REPLACEMENT PHONE	\$64.50



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From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00032088	244249	STAPLES/DRINK CUPS	\$69.56
		TXN00032092		STAPLES/DVDS/CD ENVELOPES	\$148.56
		TXN00032105		FASTSIGNS-CFEE W COP	\$380.10
		TXN00032115		STAPLES/YOGA MAT	\$20.62
		TXN00032118		STAPLES - COPY PAPER	\$196.57
		TXN00032120		VZWRLSS IVR VW - PAY OFF WITNE	\$226.59
		TXN00032127		AMAZON - FORM HOLDER	\$76.26
		TXN00032134		DELL-2 LCD MONITORS	\$374.65
		TXN00032135		UPS 0000002654EE117	\$47.88
		TXN00032136		AMAZON-TOPSELL USB FLASH DRIVE	\$43.14
		TXN00032143		EVIDENT - RIFLE BOXES/NYLON TI	\$159.31
		TXN00032167		SPUDNUT SHOP - 2 DOZEN SPUDNUT	\$18.24
		TXN00032182		FBI LEEDA INC - WHITBY REGISTR	\$650.00
		TXN00032183		BEST BUY -IPAD PRO AND KEYBOA	\$923.07
		TXN00032230		ULINE - KAPTON TAPE	\$40.25
		TXN00032243		ALASKA AIR - LEE 17-074	\$355.60
		TXN00032246		AMAZON - UTILITY DRY BOX	\$52.94
		TXN00032247		STAPLES - VIEW BINDERS	\$48.44
		TXN00032255		ALASKA AIR -GROW 17-075	\$355.60
		TXN00032262		APPLE-IPAD PRO CHARCOAL	\$53.21
		TXN00032277		UPS 0000002654EE127	\$14.70
		TXN00032283		PAYPAL WSCPA - PECK REGISTRAT	\$195.00
		TXN00032287		STAPLES - MAILERS/CLIPBOARD/CD	\$97.37
		TXN00032294		CABELAS.COM - BINOCULARS X3	\$346.35
		TXN00032306		LIFELINE TRAINING - STREET SUR	\$458.00
		TXN00032308		CODE 4 PSEA- REGISTRATION PEC/	\$396.00
		TXN00032309		EXTENDER PARTNERS - SEATBELT E	\$19.95
		TXN00032314		Targets Online - RANGE TARGETS	\$202.60
		TXN00032321		FBI LEEDA INC - LEE 17-158 COM	\$650.00
		TXN00032334		AMAZON - AIRBRUSH MAKEUP EVERY	\$48.36
		TXN00032335		FBI LEEDA INC - LEE 17-161 EXE	\$650.00
		TXN00032348		FN AMERICA -TUITION WOODHOUSE/	\$500.00
		TXN00032354		GLOCK PROFESSIONAL INC - TUITI	\$250.00
		TXN00032355		GLOCK PROFESSIONAL INC - TUITI	\$250.00
		TXN00032356		WAL-MART #3261 - SCU CELL PHO	\$49.87
		TXN00032357		STRAIGHTTALK AIRTIME - CHARGE	\$50.64
		TXN00032361		STAPLES - ADJUSTABLE ORGANIZER	\$125.52
BUSH CAR WASH	P057714	4015	244091	VEHICLE WASHES-MARCH (48)	\$300.00
CARDIAC SCIENCE, INC		7284182	243970	POWERHEART AED WALL STORAGE SL	\$215.03
CHARTER COMMUNICATIONS		04/17-0309703POL	244096	RPD INTERNET SRVCS 3/29-04/28	\$78.94
CITY OF PASCO		2017-00000011	244098	COP-ANIMAL CONTROL SERV-FEB	\$20,806.38



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From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF PASCO		2017-00000012	244098	COP-ANIMAL CONTROL SERV-MAR	\$20,806.38
CITY OF RICHLAND		03/2017 MAR	244163	CITY UTILITY BILLS/MAR 2017	\$2,253.11
		17-035 PECK	243977	17-035 FBI LEEDA MEDIA & PU	\$216.00
		17-108 JANSEN		17-108 FORCE SCIENCE TRAINI	\$190.28
		17-132 SCHNEIDER	244165	17-132 FORCE ENCOUNTERS	\$153.00
CLARK, ATHENA		17-152 CLARK	243980	17-152 FOLLOW UP INTERVIEW	\$52.00
DESERTGREEN LAWN & TREE CARE LLC		169265	244100	SPRING LAWN CARE AT RANGE	\$114.03
FIRST TACTICAL	P057566	130325/12104	244327	MENS SPECIALIST BDU PANT BLACK	\$34.99
	P057566			WOMENS SPECIALIST BDU PANT BLA	\$69.98
	P057566			WOMENS SPECIALIST BDU PANT BLA	\$34.99
	P057566			MENS SPECIALIST BDU PANT BLACK	\$104.97
	P057566			MENS SPECIALIST BDU PANT BLACK	\$104.97
	P057566			WOMENS SPECIALIST BDU PANT BLA	\$34.99
	P057566			MENS SPECIALIST BDU PANT BLACK	\$34.99
	P057566			MENS SPECIALIST BDU PANT BLACK	\$104.97
	P057566			MENS SPECIALIST BDU PANT BLACK	\$34.99
	P057566			MENS SPECIALIST BDU PANT BLACK	\$34.99
	P057566			MENS SPECIALIST BDU PANT BLACK	\$139.96
	P057566			MENS SPECIALIST BDU PANT BLACK	\$139.96
	P057566			MENS SPECIALIST BDU PANT BLACK	\$139.96
	P057566			MENS SPECIALIST BDU PANT BLACK	\$244.93
	P057566			MENS SPECIALIST BDU PANT BLACK	\$279.92
	P057566			MENS SPECIALIST BDU PANT BLACK	\$209.94
	P057566			MENS SPECIALIST BDU PANT BLACK	\$279.92
	P057566			MENS SPECIALIST BDU PANT BLACK	\$69.98
FRONTIER	S017387	04/17 2530035792	244328	TELEPHONE CHARGES 04/07/17 -	\$636.63
GALLS, LLC	P057549	007227783	243997	CREDIT FOR RETURNED BOOTS 11.5	(\$71.62)
	P057549	BC0395647		HASHMARK EMBLEM UA632 SERVICE	\$4.89
	P057549			ZA954 NAV 155 32 FLYING CROSS	\$67.28
	P057549			CUSTOMER SPECIFIC EMBLEM	\$2.17
	P057549			BUTTON REMOVAL/MOVE	\$4.77
	P057549			ADJUST FOR TAX	\$0.01
INTERNATIONAL ASSOC OF LAW ENFORCEMENT		23069/2017	244349	2017 DUES-A. GROW	\$50.00
IRON MOUNTAIN INC		NPT2134	244106	SHREDDING SRVCS-MARCH	\$109.42
LANGUAGE LINE SERVICES LLC		4042592	244109	NONEMERGENCY TRANSLATION-MAR	\$26.12
LN CURTIS & SONS	P057370	INV92294	244359	TP17A-M-YB PROTECH NAVY DUAL	\$108.60
	P057370			SM02 LVLIIA W/BLACK APEX CARRI	\$5,891.55
	P057370			DN6313 SAFARI CUSTOM OREGON CI	\$1,900.50
	P057370			TP58BMYB PROTECH POUCH FOR STR	\$27.15
	P057370			TP12A-M-YB PROTGECH NAVY TP12A	\$27.15
	P057370			TP99N PROTECH NAVY SMART PHONE	\$81.45



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LN CURTIS & SONS	P057370	INV92294	244359	TP19A6248-M-YB PROTECH NAVY 4X	\$81.45
	P057370			APEX 2 CARRIER NAVY 2517-2217	\$81.45
	P057370			TP5-M-YB PROTECH NAVY TP5-M4	\$54.30
	P057370			TP62-M-YB PROTECH NAVY 4X6 UTI	\$27.15
	P057370			TP21B-M-YB PROTECH NAVY OPEN T	\$135.75
	P057370			LARGE ID PANEL AS BELOW:	\$304.08
NATIONAL ASSN OF SCHOOL RESOURCE		20484MT	244111	BASIC SRO COURSE-GOENEN 17-175	\$495.00
NELSON, MATT		17-131 NELSON	244028	17-131 WSTOA QUARTERLY TRAI	\$40.00
OXARC INC		R478622	244112	CYLINDER RENTAL-MARCH	\$8.34
RIVER CITY TOWING INC		15407	244119	TOW CHARGE	\$48.87
		15415		TOW CHARGE	\$48.87
SANDY'S TROPHIES INC		106977	244122	PLAQUE-STEVE KEANE	\$85.84
STOHEL, HYRUM		17-174 STOHEL	244219	17-174 INTERVIEW	\$56.00
TRANS UNION RISK & ALTERNATIVE DATA		03/17-204527	244130	RPD RECORDS SEARCH - MAR	\$111.00
TREASURE VALLEY COFFEE CO		108675	244131	RPD COFFEE DELIVERY	\$44.39
WASHINGTON ASN OF SHERIFFS & POLICE CHIEFS		DUES 2017-00449	244137	2017 WASPC DUES-COBB	\$75.00
WASHINGTON STATE PATROL		I17006771	244139	BACKGROUND CHECKS-MAR 2017	\$32.00
WHITBY, JARIN		17-155 WHITBY	244080	17-155 FBI LEEDA SUPERVISOR	\$734.15
XEROX CORPORATION		088719483	244141	LX5-691308 BASE/PRINTS-MAR	\$180.44
		088719484		LX5-691344 BASE/PRINTS-MAR	\$208.97
		088719485		LX5-694258 BASE/PRINTS-MAR	\$232.90
		088719486		MX4-345491 BASE/PRINTS-MAR	\$453.70
		088719487		MX4-345537 BASE/PRINTS-MAR	\$265.67
POLICE TOTAL ****					\$77,197.13
Division:	210	ADMINISTRATIVE SERVICES			
BANK OF AMERICA		TXN00031836	244249	IPMA-HR-ONBOARDING GUIDE	\$30.00
		TXN00031972		DOLLAR TREE-ASD TEAM BLDG SESS	\$17.38
		TXN00032049		STARBUCKS-SHARED VALUES	\$20.00
		TXN00032061		FRED-MEYER-ASD TEAM BLDG SESSI	\$96.37
		TXN00032077		DOLLAR TREE-ASD TEAM BLDG SESS	\$3.26
		TXN00032083		DICKEYS BBQ-ASD TEAM SESSION 3	\$404.65
		TXN00032087		DOLLAR TREE-ASD TEAM BLDG SESS	\$3.26
		TXN00032101		GH BREAD-ASD TEAM BLDG SESSION	\$119.95
		TXN00032208		FRED-MEYER-ASD TEAM BLDG SESSI	\$50.00
		TXN00032322		NW LERA-KOCH-CONFERENCE	\$375.00
		TXN00032370		LU LU CRAFT-ASD MEETING-CK/RP/	\$63.47
ADMINISTRATIVE SERVICES TOTAL ****					\$1,183.34
Division:	211	FINANCE			
ALLIED ENVELOPE	P057753	177373	244241	WINDOW ENVELOPE, REVERSE FLAP,	\$620.92
	P057753			INSIDE DELIVERY & STACKING OF	\$68.70



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From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ALLIED ENVELOPE	P057753	177373	244241	ADJUST FOR TAX	(\$0.01)
	P057753	177375		PRICE ADJUSTMENT	\$0.01
	P057753			INSIDE DELIVERY & STACKING OF	\$68.68
	P057753			RETURN ENVELOPE WITH SECURITY	\$759.66
	P057753	177376		ADJUST FOR TAX	\$0.01
	P057753			UTILITY BILLING STATEMENT, 20#	\$406.98
	P057753			INSIDE DELIVERY & STACKING OF	\$68.68
BANK OF AMERICA		TXN00031767	244249	STAPLES-CHAIR-CHG ERROR	\$212.85
		TXN00031812		ORIENTAL TRDNG-CUST SERV STICK	\$87.69
		TXN00031822		STAPLES-CREDIT CHAIR-FOR ERROR	(\$31.92)
		TXN00031834		STAPLES-PAPER/PENS/CALC TP/TON	\$391.34
		TXN00031850		STAPLES-ELEC CORD	\$3.03
		TXN00031897		STAPLES-TONER/PAPER/ENVELP	\$500.33
		TXN00031905		NEWEGG-PLANTRONICS HEADSET	\$176.75
		TXN00031954		STAPLES-CREDIT FOR CHAIR-ERROR	(\$212.85)
		TXN00031966		WA BOARD-ALLEN CPA RENEWAL	\$230.00
		TXN00031976		AMAZON MKTPLACE-PLANTRONICS HO	\$65.98
		TXN00031999		AWC-LABOR RELATIONS CONF-ALLEN	\$300.00
		TXN00032175		GFOA-KISON CONF 17-138	\$370.00
		TXN00032179		TCC COMPLYRIGHT-EFILE-PAYROLL	\$1,166.00
		TXN00032242		STAPLES-PENS/MAT/PAPER/BATTERY	\$153.87
CITY OF RICHLAND		17-138 KISON	244165	17-138 GFOA INVESTING TRNIN	\$543.04
		17-138 KISON-	244163	001-369900 APPLY TO	\$0.01
GARDA CL NORTHWEST INC		20220205	244330	EXCESS LIABILITY MAR 2017	\$347.04
REDSSON LTD		195036	244039	PORTAL SERVICE LOCATES-MAR	\$258.00
RETAIL LOCKBOX INC		17034812	244210	UB PYMT PROCESSING MARCH 17	\$2,282.47
FINANCE TOTAL ****					\$8,837.26
Division:	212	PURCHASING			
BANK OF AMERICA		TXN00031759	244249	FACEBK 6ZDKLBJKW2	\$19.29
		TXN00031776		OFFICE DEPOT/TABS,PENCILS,PAPE	\$64.10
				OFFICE DEPOT/CLIPBOARDS,BUBBLE	\$26.90
		TXN00031839		HOP JACKS RICHLAND - Asst. Buy	\$35.00
				HOP JACKS RICHLAND - Asst. Buy	\$35.00
		TXN00032022		FREDPRYOR/TRAINING- BARB RANEY	\$199.00
		TXN00032037		WWW.WANIGP.ORG - 2017 Membersh	\$120.00
		TXN00032057		NATIONAL INSITUTE OF GOVE -201	\$350.00
		TXN00032180		HOME DEPOT/KEYS	\$12.84
		TXN00032214		AMAZON-LOGITECH WAVE WRLS KEYB	\$74.82
		TXN00032297		BEST BUY/KEYBOARD FOR JD	\$37.99
CITY OF RICHLAND		03/2017 MAR	244163	CITY UTILITY BILLS/MAR 2017	\$764.88
XEROX CORPORATION	S017272	088719491	244433	XEROX 7855 LEASE AND COPY CHAR	\$185.90



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION	S017272	088719491	244433	XEROX 7855 LEASE AND COPY CHAR	\$46.48
PURCHASING TOTAL ****					\$1,972.20
Division:	213	INFORMATION TECHNOLOGY			
BANK OF AMERICA		TXN00031853	244249	NEWEGG-High Speed Data Transfe	\$116.90
		TXN00031901		SUBWAY -ERP Lunch Meeting	\$134.66
		TXN00031914		DICKEYS BARBECUE PIT-ERP LUNCH	\$132.43
		TXN00031936		NEWEGG-Full Size-Mouse	\$40.34
		TXN00031944		THE STONE SOUP CAFE - ERP LUNC	\$114.00
		TXN00031978		TST COSTA VIDA -ERP Lunch	\$80.22
		TXN00032018		VUE CISCO EXAN AT VUE - CCNA E	\$300.00
		TXN00032040		BLN SHAREGATE/RENEWAL FOR 2017	\$3,995.00
		TXN00032219		STAPLES-OFFICE SUPPLY	\$46.71
		TXN00032253		STAPLES - OFFICE SUPPLY MAGNET	\$16.02
SMARSH, INC.	S017380	INV00220939	244398	ANNUAL RENEWAL MESSAGE ARCHIVI	\$1,130.00
TECH POWER SOLUTIONS INC	P057674	53506	244407	HP DL380 GEN9 12LFF CTO SERVER	\$30,881.93
XEROX CORPORATION		088719480	244433	MX4-340609 BASE/PRINTS- MAR	\$159.95
INFORMATION TECHNOLOGY TOTAL ****					\$37,148.16
Division:	220	HUMAN RESOURCES			
BANK OF AMERICA		TXN00031765	244249	AWC-SUPERVISOR TRAIN (JM/MC)	\$50.00
		TXN00031779		VARIDSK-DESK ASSEMBLY-RETURNE	(\$495.00)
		TXN00031786		NAGDCA-2017 MEMBERSHIP	\$600.00
		TXN00031831		EMPLOYMENT SCREENING-BACKGROUN	\$100.00
		TXN00031838		STAPLES-HVY WT FILE FOLDERS	\$62.93
		TXN00031859		STAPLES-PAPER/FILES/STAPLER	\$126.07
		TXN00031894		STAPLES-3 TAB FILES	\$51.09
		TXN00031924		AMAZON-HP Laserjet Wrls Printe	\$239.49
		TXN00032038		AMAZON MKTPLACE PMTS - Purchas	\$103.96
		TXN00032060		ESS-EMP BACKGROUND CHECK	\$395.00
		TXN00032072		FRED'S-FRADULENT CHG/CREDIT	\$200.00
		TXN00032079		HIBBETT-FRADULENT CHG/CREDIT	\$190.46
		TXN00032080		HIBBETT-FRADULENT CHG/CREDIT	\$615.19
		TXN00032085		FRED'S-FRADULENT CHG/CREDIT	\$769.84
		TXN00032094		STAPLES-PENS/PAPERS/ERASER	\$76.17
		TXN00032098		FOOD LION-FRADULENT CHG/CREDIT	\$218.27
		TXN00032106		AMAZON MKTPLACE PMTS - Purchas	\$14.50
		TXN00032113		OREILLY AUTO-FRADULENT CHG/CRE	\$15.60
		TXN00032114		OREILLY AUTO-FRADULENT CHG/CRE	\$301.06
		TXN00032125		LOWES-FRADULENT CHG/CREDIT	\$359.88
		TXN00032132		TACO BELL-FRADULENT CHG/CREDIT	\$13.15
		TXN00032159		DOLLAR TREE-EE RECOG BFST	\$49.96



City Of Richland

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From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00032170	244249	CLAIM ADJ/HIBBETT-FRADULENT CR	(\$190.46)
		TXN00032171		CLAIM ADJ/FRED'S-FRADULENT CRE	(\$769.84)
		TXN00032177		CLAIM ADJ/FOOD LION-FRADULENT	(\$218.27)
		TXN00032184		CLAIM ADJ/TACO BELL-FRADULENT	(\$13.15)
		TXN00032185		CLAIM ADJ/OREILLY-FRADULENT CR	(\$15.60)
		TXN00032186		CLAIM ADJ/HIBBETT-FRADULENT CR	(\$615.19)
		TXN00032187		CLAIM ADJ/FRED'S-FRADULENT CRE	(\$200.00)
		TXN00032188		CLAIM ADJ/OREILLY-FRADULENT CR	(\$301.06)
		TXN00032189		CLAIM ADJ/LOWES-FRADULENT CRED	(\$359.88)
		TXN00032199		STAPLES-HR PAPER/GLUE DOTS	\$47.26
		TXN00032215		DOLLAR TREE-CERT FRMS-EE BKFST	\$9.77
		TXN00032242		STAPLES-HR FILE FOLDERS	\$62.18
		TXN00032263		STAPLES-HR GLUE DOTS	\$14.99
		TXN00032265		HARRINGTONS-EE AWARDS-ENGRAVE	\$24.65
		TXN00032281		SQ-HARRINGTON'S-BLOOD-TRNP	\$9.23
		TXN00032284		SANDYS TROPHIES INC-EEAWDS	\$528.34
		TXN00032313		COSTCO-EE BFAST-PINEAPPLES TAB	\$119.60
		TXN00032315		ESS-EMPLOYEE BACKGROUNDS	\$795.00
		TXN00032318		STERLING'S-EE BFAST-RAFFLE	\$20.00
		TXN00032320		HOP JACKS-EE BFAST RAFFLE	\$25.00
		TXN00032325		NW LERA-JUBB CONF 17-167	\$375.00
		TXN00032328		ANTHONY'S-EE BFAST RAFFLE	\$50.00
		TXN00032331		FUJIYAMA-EE BFAST RAFFLE	\$25.00
		TXN00032338		DUPUS BOOMER-EE BFAST RAFFLE	\$25.00
		TXN00032339		ESS-EMPLOYEE BACKGROUNDS	\$574.00
		TXN00032343		WAL-MART-EE BFAST RAFFLE TICKE	\$13.99
		TXN00032345		DICKEYS BBQ-EE BFAST RAFFLE	\$25.00
		TXN00032362		LU LU CRAFT-EE BFAST RAFFLE	\$25.00
		TXN00032364		SANDYS-EE BKFST-TMWRK	\$75.48
		TXN00032371		YOKE'S-EE BFAST 2 RAFFLES	\$109.90
CEPTEC POLYGRAPH SERVICES LLC	1703	244094		PRE-EMPLOY POLYGRAPH-GLASEN	\$250.00
COLUMBIA INDUSTRIES SUPPORT LLC	0047607	244309		ON SITE SHREDDING WO #0072941	\$28.33
DMV SERVICES	2016 OR-CDL	243988		DRIVER RECORD REQUEST	\$5.00
EMPLOYMENT SCREENING SERVICES, INC	37418841194	243991		BACKGROUND/REFERENCE CHECKS	\$164.50
	37463841194	244319		BACKGROUND/REFERENCE CHECKS	\$312.00
JUBB, ALLISON	17-167 JUBB	244193		17-167 LERA CONFERENCE	\$685.24
ON SCENE MEDICAL SERVICES, P.C.	00023	244371		PRE EMP-PHYS/VAC/HEARING/RESP	\$3,815.00
XEROX CORPORATION	088719480	244433		MX4-340609 BASE/PRINTS- MAR	\$1.02
	088719490	244141		MX4-354245 BASE/PRINTS- MAR	\$353.24
YAKIMA WORKER CARE PLLC	19844	244434		DOT PHYSICAL-BENNETT	\$150.00
HUMAN RESOURCES TOTAL ****					\$10,092.89



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
ABADAN INC		CNIN131180	243950	XEROX6204 MAINT 3/23-4/22/17	\$128.30
BANK OF AMERICA		TXN00031928	244249	OFFICE DEPOT-PORT.PRINT FOR TR	\$236.72
		TXN00031979		STAPLES - STAPLER, BROCHURE HO	\$75.85
		TXN00032014		TC REG.CHAMBER -ANNUAL MTG, K.	\$40.00
		TXN00032086		TC REG. CHAMBER - CREDIT	(\$40.00)
		TXN00032100		STAPLES - BROCHURE HOLDER	\$21.25
		TXN00032112		SQ OREGON CHAPTER APA, REG. K	\$145.00
		TXN00032117		HAMPTON INN - TRIP #17-062, K.	\$132.07
		TXN00032151		OFFICE DEPOT- DISPLAY BOARDS	\$54.55
		TXN00032231		OFFICE DEPOT- DISPLAY BOARDS	(\$48.06)
		TXN00032268		STAPLES -CRATE, PAPER, POINTER	\$96.00
JENSEN, KERWIN		040717	244192	MILEAGE/PER DIEM UMATILLA M	\$99.60
XEROX CORPORATION		088719476	244141	MX4-343179 BASE/PRINTS MAR	\$200.00
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$1,141.28
Division:	301	DEVELOPMENT SERVICES			
BANK OF AMERICA		TXN00031790	244249	AMAZON-PLANNING CAMERA	\$228.39
		TXN00031814		STAPLES - PRINTER SUPPLIES	\$118.69
		TXN00031881		PAYPAL-DUES, C.SOMERS, WSAPT 2	\$35.00
		TXN00031886		PAYPAL-CONF. REG, C.SOMERS	\$150.00
		TXN00031932		WASHINGTON- ANNUAL DUES, WABO	\$95.00
		TXN00031967		AMAZON-MAG. GLASS FOR INSPECTO	\$39.96
		TXN00032133		WALMART - COMP PLAN OPEN HOUSE	\$15.98
		TXN00032155		SUBWAY - OPEN HOUSE PRE-MEETIN	\$33.67
		TXN00032296		INT'L CODE COUNCIL-TEST FEE, T	\$30.00
		TXN00032304		INT'L CODE COUNCIL- TEST FEE,	\$30.00
		TXN00032360		NEWEGG-Kiosk Cable	\$22.97
WATER SOLUTIONS INC		15649	244073	3 WTR MACHINES - APR 2017	\$39.63
				3 WTR MACHINES - APR 2017	\$16.29
XEROX CORPORATION		088719478	244084	LX5-692207 BASE/PRINTS- MARCH	\$72.97
DEVELOPMENT SERVICES TOTAL ****					\$928.55
Division:	302	REDEVELOPMENT			
BANK OF AMERICA		TXN00032014	244249	TC. REG. CHAMBER - ANNUAL MTG,	\$40.00
		TXN00032086		TC REG.CHAMBER - CREDIT	(\$40.00)
CITY OF RICHLAND		17-082 THOMAS	243977	17-082 WASHINGTON BIKE SUMM	\$207.00
THOMAS, MILES			244057	17-082 WASHINGTON BIKE SUMM	\$261.67
REDEVELOPMENT TOTAL ****					\$468.67
Division:	303	LIBRARY			
ADAMS, LISA M		17-029 ADAMS	244146	17-029 EVERGREEN TRAINING	\$72.60



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00031769	244249	INGRAM BOOKS	\$636.23
		TXN00031774		OVERDRIVE DIGITAL	\$852.02
		TXN00031780		CREDIT BUBBLE MAILERS	(\$18.35)
		TXN00031781		INGRAM BOOKS	\$155.18
		TXN00031784		COPY PAPER	\$157.25
		TXN00031801		BLACKSTONE AUDIO	\$229.90
		TXN00031802		MIDWEST DVD	\$793.96
		TXN00031815		INGRAM BOOKS	\$58.06
		TXN00031819		INGRAM BOOKS	\$557.64
		TXN00031820		OFFICE SUPPLIES	\$100.63
		TXN00031823		INGRAM BOOKS	\$15.52
		TXN00031826		INGRAM BOOKS	\$30.45
		TXN00031855		INGRAM BOOKS	\$196.95
		TXN00031857		BUBBLE MAILERS	\$18.35
		TXN00031883		INGRAM BOOKS	\$283.08
		TXN00031908		INGRAM BOOKS	\$30.45
		TXN00031913		INGRAM BOOKS	\$124.36
		TXN00031930		WRIST WRESTS	\$22.57
		TXN00031931		INGRAM BOOKS	\$243.49
		TXN00031933		HOTELBOOKINGSERVFEE-LIB CANDID	\$12.99
		TXN00031942		INGRAM BOOKS	\$30.45
		TXN00031952		INGRAM BOOKS	\$773.62
		TXN00031956		TAPES	\$160.39
		TXN00031983		HOMEWOOD SUITES-LIBRARY CANDID	\$371.06
		TXN00031989		INGRAM BOOKS	\$194.76
		TXN00032025		STAFF ROOM SUPPLIES	\$11.90
		TXN00032032		INGRAM BOOKS	\$408.01
		TXN00032047		INGRAM BOOKS	\$275.81
		TXN00032066		INGRAM CREDIT	(\$7.60)
		TXN00032096		INGRAM BOOKS	\$26.27
		TXN00032099		OVERDRIVE DIGITAL	\$244.50
		TXN00032124		INK CARTRIDGES	\$111.20
		TXN00032157		INGRAM BOOKS	\$207.96
		TXN00032178		INGRAM BOOKS	\$166.98
		TXN00032192		STAFF ROOM SUPPLIES & 2 GIFT C	\$144.34
		TXN00032195		MEETING SUPPLIES	\$50.87
		TXN00032209		INGRAM BOOKS	\$84.45
		TXN00032220		BLACKSTONE AUDIO	\$230.10
		TXN00032234		MIDWEST DVD	\$826.90
		TXN00032250		MIDWEST HOOPLA	\$1,748.77
		TXN00032252		PEOPLE COUNTER	\$305.22



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00032274	244249	INGRAM BOOKS	\$235.16
		TXN00032276		PROQUEST HERITAGE QUEST	\$909.00
		TXN00032282		INGRAM BOOKS	\$171.97
		TXN00032285		LUNCH W/LIBRARY CANDIDATE	\$116.15
		TXN00032288		KEYS	\$5.97
		TXN00032289		INGRAM BOOKS	\$130.67
		TXN00032305		INGRAM BOOKS	\$1,630.08
		TXN00032311		MIDWEST DVD	\$50.60
		TXN00032312		INGRAM BOOKS	\$31.47
		TXN00032332		DINNER W/LIBRARY CANDIDATE	\$260.48
		TXN00032333		INGRAM BOOKS	\$414.27
		TXN00032349		INGRAM BOOKS	\$958.38
		TXN00032353		ARCHIVAL MATERIALS	\$143.90
BRUTZMAN'S INC		0000787844	243967	MOVE DESK AND PANELS	\$103.17
CITY OF RICHLAND		03/2017 MAR	244163	CITY UTILITY BILLS/MAR 2017	\$3,112.29
		17-026 SILLER	244165	17-026 EVERGREEN TRAINING	\$378.00
		17-027 BARNABY		17-027 EVERGREEN TRAINING	\$378.00
		17-028 PEACH		17-028 EVERGREEN TRAINING	\$378.00
		17-029 ADAMS		17-029 EVERGREEN TRAINING	\$615.09
COLUMBIA INDUSTRIES SUPPORT LLC		0047605	244309	ON SITE SHREDDING WO #0073574	\$81.37
EDNETICS INC		77967	243990	IPRISM MAINTENANCE 38 MONTHS	\$5,930.35
FRONTIER	S017384	04/17 5099433152	244328	FRONTIER COMMUNICATIONS, MONTH	\$373.42
JSTM JOINT VENTURE LLC		17032101	244007	REPAIR DELL POWER SUPPLY	\$390.96
LULL, CASSANDRA		11254470475	244196	REIMB TRAVEL EXPENSE	\$566.70
		95476-02	244360	TRAVEL EXPENSES-RENTAL CAR	\$127.75
OCLC INC		0000524866	244370	CATALOGING SRVCS - MAR	\$1,004.55
WASHINGTON STATE PATROL		I17006749	244425	VOLUNTEER BACKGROUND CHECKS	\$12.00
WILSONVILLE PUBLIC LIBRARY		BC#56436850	244432	LOST BOOK SPINNERS LAKE	\$7.00
XEROX CORPORATION		088719499	244433	LX5-692917 BASE/PRINTS- MAR	\$330.51
		088719500		LX5-692939 BASE/PRINTS- MAR	\$172.37
		088719501		LX5-692943 BASE/PRINTS- MAR	\$142.83
		088719502		LX5-692946 BASE/PRINTS-MAR	\$270.32
LIBRARY TOTAL ****					\$30,372.07
Division:	330	PARKS & RECREATION ADMIN			
BANK OF AMERICA		TXN00031785	244249	FRED-MEYER #0286 - water / ice	\$13.90
PARKS & RECREATION ADMIN TOTAL ****					\$13.90
Division:	331	PARKS & REC - RECREATION			
ACADEMY OF CHILDREN'S THEATER		040817	243951	MR BUNNY HCS PERFORMANCE	\$150.00
BANK OF AMERICA		TXN00031768	244249	OTC BRANDS, INC. - chalk	\$67.35
		TXN00031773		JOINHOMEBASE.COM - TIMECARD SO	\$9.95



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From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00031843	244249	THE HOME DEPOT - HCS BUNNY SCA	\$34.18
		TXN00031869		DOLLAR TREE - HCS BUNNY CHALK	\$42.35
		TXN00031873		WM SUPERCENTER #3261 - lunch f	\$57.20
		TXN00031895		SIGNSIMPL-Software Monthly Pla	\$16.00
		TXN00031922		Amazon-ChromeBit	\$103.84
		TXN00031960		Amazon.com - holders for sched	\$14.18
		TXN00031987		AMAZON MKTPLACE PMTS - MISC RC	\$218.06
		TXN00031990		COSTCO WHSE #0486 - BINDERS, H	\$54.29
		TXN00031998		STARFISHAQUAT-F27E89T1 - SWIM	\$475.00
		TXN00032004		HOTELS.COM - Justin Hotel	\$306.56
		TXN00032019		Amazon-ASUS CHROME BIT CS10 STI	\$379.56
		TXN00032033		AMAZON.COM AMZN.COM/BILL - HCS	\$70.54
		TXN00032081		THE HOME DEPOT #4746 - DIRT DE	\$27.11
		TXN00032111		BEST BUY 00005900 - CABLE	\$8.68
		TXN00032123		LOWES #02344 - SHOP VAC BATTER	\$85.79
		TXN00032137		FRED-MEYER -HCS BUNNY BASKETS	\$52.10
		TXN00032139		BEST BUY 00005900 - EXTEN	\$19.53
		TXN00032141		STAPLES - PAPER	\$67.05
		TXN00032150		TPC ONLINE FOOD CARDS - FOOD C	\$10.00
		TXN00032154		AMAZON MKTPLACE PMTS - CLOCK F	\$79.88
		TXN00032164		TPC ONLINE FOOD CARDS - Health	\$10.00
		TXN00032205		TPC ONLINE FOOD CARDS - Health	\$10.00
		TXN00032229		TPC ONLINE FOOD CARDS - Health	\$10.00
		TXN00032233		SUPPLYTIME - HCS BUNNY CUPS	\$190.55
		TXN00032244		HOTELS.COM - Credit Justin Hot	(\$306.56)
		TXN00032301		AMAZON MKTPLACE PMTS - FLAG FO	\$224.75
		TXN00032323		JOINHOMEBASE.COM - timecard li	\$9.95
		TXN00032344		Amazon.com - HCS BUNNY COSTUME	\$248.16
		TXN00032346		OTC BRANDS INC. - Credit - cha	(\$60.36)
CAMARENA LATIN RHYTHMS	MARCH 2017		244160	SALSA INSTRUCTOR-MARCH	\$1,134.35
J&S DREAMLAND EXPRESS	20170329B		244004	HCS TRAIN RENTAL 4 MR BUNNY	\$450.00
MASON, PATTI L	MARCH 2017		244197	FITNESS CLASSES - MARCH	\$598.21
MILLER, JO ANN			244022	DANCE INSTRUCTOR-MARCH	\$617.73
RICHLAND ACE HARDWARE	55462		244211	BLADE	\$5.63
	55863		244385	CABLE TIES	\$17.35
RIVERSIDEDAVE LLC	040817		244045	SOUND/PROD AT HCS MR BUNNY	\$600.00
TALENT WISE INC	96991740		244127	BACKGROUND CHECKS-MAR	\$358.86
TREASURE VALLEY COFFEE CO	108614		244131	RCC COFFEE DELIVERY	\$216.00
URM STORES INC	C31154848		244230	COFFEE SUPPLIES 4 MR BUNNY	\$42.80
	C31154849			COFFEE SUPPLIES/CLEANER	\$10.81
				COFFEE SUPPLIES/CLEANER	\$52.74



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
USA FOOTBALL DBA	S017362	2717757	244068	JERSEYS FOR NFL FLAG FOOTBALL	\$5,625.00
XEROX CORPORATION		088719474	244141	MX4-322135 BASE/PRINTS- MAR	\$231.35
				MX4-322135 BASE/PRINTS- MAR	\$137.59
PARKS & REC - RECREATION TOTAL ****					\$12,784.11
Division:	335	PARKS & REC - PARKS&FACILITIES			
ABM JANITORIAL NORTHWEST		10657991	244145	JANITORIAL SRVCS-FLOORS WWTP	\$287.10
		10658003		FLOOR/WINDOW CARE	\$2,241.60
		10664544		JANITORIAL SRVCS-MARCH	\$903.54
				JANITORIAL SRVCS-MARCH	\$527.01
				JANITORIAL SRVCS-MARCH	\$3,128.45
				JANITORIAL SRVCS-MARCH	\$2,342.86
				JANITORIAL SRVCS-MARCH	\$978.44
				JANITORIAL SRVCS-MARCH	\$2,667.25
		10776908		JANITORIAL SRVCS-APRIL	\$527.01
				JANITORIAL SRVCS-APRIL	\$903.54
				JANITORIAL SRVCS-APRIL	\$2,342.86
				JANITORIAL SRVCS-APRIL	\$2,667.25
				JANITORIAL SRVCS-APRIL	\$3,128.45
				JANITORIAL SRVCS-APRIL	\$978.44
AIREFCO INC		3755094	244240	FILTER CORE	\$126.43
		3757746	243952	VALVE	\$43.13
AMERICAN ROCK PRODUCTS INC		299887	244244	3500 EXTERIOR W/POLY	\$468.07
		300314	244147	3000 PSI COMMERCIAL	\$425.71
		300451	244244	3500 EXTERIOR W/POLY	\$664.63
		300936	244147	5/8" MINUS TOP COURSE	\$462.06
		304018	244244	BEDDING SAND	\$300.80
		304435		BEDDING SAND	\$883.05
		304607		BEDDING SAND	\$580.92
		304782		BEDDING SAND	\$614.13
BACKFLOW APPARATUS & VALVE CO		795783	244151	CANOPY	\$40.62
BANK OF AMERICA		TXN00031754	244249	THE HOME DEPOT #4746 - SPRAY T	\$5.72
		TXN00031755		IN WESTERN CONCRETE ACCE - FE	\$15.77
		TXN00031764		THE HOME DEPOT #4746 - LESLIE	\$88.67
		TXN00031787		ACE HDWE - TOOLS FOR TRUCK 332	\$38.18
		TXN00031792		AMAZON MKTPLACE PMTS - OFFICE	\$32.22
		TXN00031800		AMAZON MKTPLACE PMTS - ROES WO	\$313.97
		TXN00031811		THE HOME DEPOT #4746 - LESLIE	\$141.53
		TXN00031813		AMAZON MKTPLACE PMTS - OFFICE	\$11.78
		TXN00031818		ACE HDWE - PARTS FOR SPRAY TAN	\$1.41
		TXN00031835		STAPLES - OFFICE SUPPLIES	\$71.59
		TXN00031837		THE HOME DEPOT #4746 - JAMES L	\$25.93



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00031847	244249	GRIGGS ACE RICHLAND - FS1 DOOR	\$21.89
		TXN00031861		GRIGGS ACE RICHLAND - FS1 DOOR	\$13.00
		TXN00031865		AmazonPrime Membership - SUPPL	\$11.94
		TXN00031867		WAL-MART #3261 - INTERVIEW SUP	\$75.59
		TXN00031877		THE HOME DEPOT #4746 - HORN RA	\$16.24
		TXN00031889		ACE HDWE - CLAYBELL AND BADGER	\$32.97
		TXN00031893		THE HOME DEPOT #4746 - LIBRARY	\$104.19
		TXN00031927		THE HOME DEPOT #4746 - HORN RA	\$38.14
		TXN00031953		GRIGGS ACE RICHLAND - RCC REST	\$19.84
		TXN00031963		THORWORKS - CLAYBELL PARK PICK	\$78.82
		TXN00031964		GRIGGS ACE RICHLAND - SPRAY TR	\$4.98
		TXN00031969		KENNEWICK RANCH & HOME - COLUM	\$29.30
		TXN00031971		THE HOME DEPOT #4746 - CHEMICA	\$7.17
		TXN00031981		CARE.CITRIXONLINE.COM - GOTO M	\$20.64
		TXN00031994		GRIGGS ACE RICHLAND - LESLIE G	\$13.66
		TXN00031995		GRIGGS ACE RICHLAND - CHEMICAL	\$14.31
		TXN00032003		GRIGGS ACE RICHLAND - RCC REST	\$27.12
		TXN00032013		WM SUPERCENTER #3261 - INTERVI	\$12.90
		TXN00032020		AMAZON MKTPLACE PMTS - PLUMBIN	\$55.06
		TXN00032028		PP TC INK - CREW SHIRTS	\$1,620.31
		TXN00032029		THE HOME DEPOT #4746 - COMFORT	\$47.52
		TXN00032035		AMAZON.COM AMZN.COM/BILL - PAR	\$21.70
		TXN00032043		THE HOME DEPOT #4746 - BADGER	\$8.66
		TXN00032045		BEAVER BARK LTD - LESLIE GROVE	\$271.07
		TXN00032046		LOWES #02344 - TOOL FOR TRUCK	\$85.79
		TXN00032051		BEAVER BARK LTD - LESLIE GROVE	\$162.88
		TXN00032052		THE HOME DEPOT #4746 - TRUCK T	\$76.87
		TXN00032058		THE HOME DEPOT #4746 - VOLLEYB	\$37.10
		TXN00032084		THE HOME DEPOT #4746 - RCC REP	\$85.76
		TXN00032090		THE HOME DEPOT #4746 - TRUCK P	\$65.03
		TXN00032102		GRIGGS ACE RICHLAND - RCC REPA	\$13.22
		TXN00032104		THE HOME DEPOT #4746 - CARPENT	\$107.51
		TXN00032126		GRIGGS ACE RICHLAND - 703 REPA	\$16.28
		TXN00032129		BEAVER BARK LTD - CLEANING DEP	(\$30.00)
		TXN00032140		CSI 123Signup - Customer - FIE	\$50.00
		TXN00032142		THE HOME DEPOT #4746 - TOOLS F	\$54.27
		TXN00032144		CSI 123Signup - Customer -FIEL	\$50.00
		TXN00032145		CSI 123Signup - Customer - FIE	\$50.00
		TXN00032148		CSI 123Signup - Customer - SPO	\$150.00
		TXN00032152		CSI 123Signup - Customer - FIE	\$65.00
		TXN00032156		CSI 123Signup - Customer - FIE	\$50.00



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From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00032161	244249	STAPLES - MARKERS FOR WHITE BO	\$25.50
		TXN00032162		STAPLES - TONER	\$135.64
		TXN00032165		CSI 123Signup - Customer - FIE	\$50.00
		TXN00032173		THE HOME DEPOT #4746 - RCC REP	\$21.70
		TXN00032198		ACE HDWE - GEORGE PROUT REPAIR	\$28.74
		TXN00032201		LA QUINTA INNS 0685 - FIELD T	\$109.33
		TXN00032206		LA QUINTA INNS 0685 - FIELD T	\$109.33
		TXN00032212		OFFICE DEPOT #2766 - OFFICE SU	\$76.12
		TXN00032218		LA QUINTA INNS 0685 -FIELD TR	\$109.33
		TXN00032222		LA QUINTA INNS 0685 - FIELD T	\$109.33
		TXN00032224		GRIGGS ACE RICHLAND - TOOLS FO	\$125.92
		TXN00032225		THE HOME DEPOT #4746 -RCC REPA	\$11.90
		TXN00032227		LA QUINTA INNS 0685 -FIELD TR	\$109.33
		TXN00032240		THE HOME DEPOT #4746 - GEORGE	\$206.24
		TXN00032241		THE HOME DEPOT #4746 - RCC ROO	\$75.80
		TXN00032256		GRIGGS ACE RICHLAND - GEORGE P	\$84.68
		TXN00032261		STAPLES - SPIRAL NOTEBOOKS FOR	\$0.67
		TXN00032270		THE HOME DEPOT #4746 - TOOLS F	\$43.03
		TXN00032273		OFFICE DEPOT #2766 - OFFICE SU	\$211.80
		TXN00032286		AMAZON MKTPLACE PMTS - TRUCK T	\$9.87
		TXN00032291		THE HOME DEPOT #4746 - CLAYBEL	\$22.12
		TXN00032292		AMAZON MKTPLACE PMTS - PLUMBIN	\$105.88
		TXN00032319		GRIGGS ACE RICHLAND - JEFFERSO	\$11.25
		TXN00032358		WM SUPERCENTER #3261 - CUPS FO	\$11.42
		TXN00032372		THE HOME DEPOT #4746 - RCC PIC	\$27.87
BASELINE INC	2017-7991	244153		CELL MODEM DATA SERVICE	\$399.00
CENTRAL PRE-MIX CONCRETE PRODUCTS COMPANY	110177177	243972		DIAMOND CAP	\$435.62
	110177286			DIAMOND CAP	\$356.62
	110177381	244306		DIAMOND CAP	\$217.81
CITY OF RICHLAND	03/2017 MAR	244163		CITY UTILITY BILLS/MAR 2017	\$75.04
				CITY UTILITY BILLS/MAR 2017	\$51.58
				CITY UTILITY BILLS/MAR 2017	\$69.20
				CITY UTILITY BILLS/MAR 2017	\$67.69
				CITY UTILITY BILLS/MAR 2017	\$66.36
				CITY UTILITY BILLS/MAR 2017	\$60.97
				CITY UTILITY BILLS/MAR 2017	\$56.03
				CITY UTILITY BILLS/MAR 2017	\$52.30
				CITY UTILITY BILLS/MAR 2017	\$87.73
				CITY UTILITY BILLS/MAR 2017	\$89.30
				CITY UTILITY BILLS/MAR 2017	\$92.28



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		03/2017 MAR	244163	CITY UTILITY BILLS/MAR 2017	\$95.00
				CITY UTILITY BILLS/MAR 2017	\$95.32
				CITY UTILITY BILLS/MAR 2017	\$100.15
				CITY UTILITY BILLS/MAR 2017	\$101.23
				CITY UTILITY BILLS/MAR 2017	\$117.52
				CITY UTILITY BILLS/MAR 2017	\$139.94
				CITY UTILITY BILLS/MAR 2017	\$134.37
				CITY UTILITY BILLS/MAR 2017	\$124.51
				CITY UTILITY BILLS/MAR 2017	\$48.03
				CITY UTILITY BILLS/MAR 2017	\$106.17
				CITY UTILITY BILLS/MAR 2017	\$21.41
				CITY UTILITY BILLS/MAR 2017	\$24.97
				CITY UTILITY BILLS/MAR 2017	\$26.23
				CITY UTILITY BILLS/MAR 2017	\$25.04
				CITY UTILITY BILLS/MAR 2017	\$148.75
				CITY UTILITY BILLS/MAR 2017	\$23.02
				CITY UTILITY BILLS/MAR 2017	\$244.28
				CITY UTILITY BILLS/MAR 2017	\$27.05
				CITY UTILITY BILLS/MAR 2017	\$22.13
				CITY UTILITY BILLS/MAR 2017	\$27.25
				CITY UTILITY BILLS/MAR 2017	\$19.60
				CITY UTILITY BILLS/MAR 2017	\$16.93
				CITY UTILITY BILLS/MAR 2017	\$11.09
				CITY UTILITY BILLS/MAR 2017	\$10.29
				CITY UTILITY BILLS/MAR 2017	\$7.61
				CITY UTILITY BILLS/MAR 2017	(\$1,600.55)
				CITY UTILITY BILLS/MAR 2017	\$22.95
				CITY UTILITY BILLS/MAR 2017	\$31.24
				CITY UTILITY BILLS/MAR 2017	\$43.98
				CITY UTILITY BILLS/MAR 2017	\$43.37
				CITY UTILITY BILLS/MAR 2017	\$39.30
				CITY UTILITY BILLS/MAR 2017	\$38.98
				CITY UTILITY BILLS/MAR 2017	\$38.30
				CITY UTILITY BILLS/MAR 2017	\$36.37
				CITY UTILITY BILLS/MAR 2017	\$26.86
				CITY UTILITY BILLS/MAR 2017	\$33.84
				CITY UTILITY BILLS/MAR 2017	\$44.57
				CITY UTILITY BILLS/MAR 2017	\$30.94
				CITY UTILITY BILLS/MAR 2017	\$29.82
				CITY UTILITY BILLS/MAR 2017	\$29.40
				CITY UTILITY BILLS/MAR 2017	\$28.51



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		03/2017 MAR	244163	CITY UTILITY BILLS/MAR 2017	\$28.45
				CITY UTILITY BILLS/MAR 2017	\$27.43
				CITY UTILITY BILLS/MAR 2017	\$34.97
				CITY UTILITY BILLS/MAR 2017	\$963.55
				CITY UTILITY BILLS/MAR 2017	\$475.77
				CITY UTILITY BILLS/MAR 2017	\$487.30
				CITY UTILITY BILLS/MAR 2017	\$501.37
				CITY UTILITY BILLS/MAR 2017	\$517.49
				CITY UTILITY BILLS/MAR 2017	\$585.48
				CITY UTILITY BILLS/MAR 2017	\$655.04
				CITY UTILITY BILLS/MAR 2017	\$693.90
				CITY UTILITY BILLS/MAR 2017	\$706.63
				CITY UTILITY BILLS/MAR 2017	\$878.74
				CITY UTILITY BILLS/MAR 2017	\$907.19
				CITY UTILITY BILLS/MAR 2017	\$454.15
				CITY UTILITY BILLS/MAR 2017	\$929.17
				CITY UTILITY BILLS/MAR 2017	\$1,098.97
				CITY UTILITY BILLS/MAR 2017	\$149.39
				CITY UTILITY BILLS/MAR 2017	\$1,115.37
				CITY UTILITY BILLS/MAR 2017	\$232.85
				CITY UTILITY BILLS/MAR 2017	\$1,136.00
				CITY UTILITY BILLS/MAR 2017	\$1,150.49
				CITY UTILITY BILLS/MAR 2017	\$1,177.47
				CITY UTILITY BILLS/MAR 2017	\$1,229.84
				CITY UTILITY BILLS/MAR 2017	\$1,302.34
				CITY UTILITY BILLS/MAR 2017	\$1,391.58
				CITY UTILITY BILLS/MAR 2017	\$1,395.53
				CITY UTILITY BILLS/MAR 2017	\$2,880.87
				CITY UTILITY BILLS/MAR 2017	\$927.39
				CITY UTILITY BILLS/MAR 2017	\$160.42
				CITY UTILITY BILLS/MAR 2017	\$154.70
				CITY UTILITY BILLS/MAR 2017	\$435.15
				CITY UTILITY BILLS/MAR 2017	\$174.80
				CITY UTILITY BILLS/MAR 2017	\$175.44
				CITY UTILITY BILLS/MAR 2017	\$178.31
				CITY UTILITY BILLS/MAR 2017	\$184.43
				CITY UTILITY BILLS/MAR 2017	\$188.00
				CITY UTILITY BILLS/MAR 2017	\$192.75
				CITY UTILITY BILLS/MAR 2017	\$195.10
				CITY UTILITY BILLS/MAR 2017	\$203.38
				CITY UTILITY BILLS/MAR 2017	\$206.85



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From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		03/2017 MAR	244163	CITY UTILITY BILLS/MAR 2017	\$214.13
				CITY UTILITY BILLS/MAR 2017	\$272.50
				CITY UTILITY BILLS/MAR 2017	\$221.10
				CITY UTILITY BILLS/MAR 2017	\$231.97
				CITY UTILITY BILLS/MAR 2017	\$236.27
				CITY UTILITY BILLS/MAR 2017	\$252.37
				CITY UTILITY BILLS/MAR 2017	\$263.82
				CITY UTILITY BILLS/MAR 2017	\$373.16
				CITY UTILITY BILLS/MAR 2017	\$347.77
				CITY UTILITY BILLS/MAR 2017	\$295.50
				CITY UTILITY BILLS/MAR 2017	\$294.24
				CITY UTILITY BILLS/MAR 2017	\$291.21
				CITY UTILITY BILLS/MAR 2017	\$220.73
COLUMBIA FITNESS		170215-9	244171	PREV MAINT SERVICE	\$157.47
		8379		VISION T80 CLASSIC	\$7,751.87
COLUMBIA GRAIN & FEED INC		147925	244172	SPROCKET	\$22.32
COMPLETE CLEANING SYSTEMS		73945	244310	MACHINE SCRUB WAREHOUSE	\$175.00
CONCRETE SPECIAL TIES INC		26128	244173	COLUMN TUBE	\$107.51
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-566314	244175	RETRO FIT KIT	\$573.41
CONTINENTAL DOOR CO, LLC		14841	244176	FIRE ST 74 DOOR MAINT	\$1,296.68
EWING IRRIGATION PRODUCTS INC		3008577	243992	STAKING FLAGS	\$73.59
		3026769		PVC RED BUSHING	\$1,036.88
		3034095		PVC COUPLINGS/VOLLEYBALL	\$179.30
FASTENAL COMPANY		WARIC64087	243994	TRAFFIC MARKER YELLOW	\$5.90
FERGUSON ENTERPRISES INC		5091542	243995	GARBAGE DISPOSAL	\$137.09
	S017356	5092680	244325	FLOOR DRAIN W/HINGED COVER, 12	\$408.78
	S017356			FREIGHT	\$27.61
GROW, BRYAN		17-144 GROW	243998	17-144 PNW SPORTS TURF MGRS	\$60.00
GTP INVESTMENTS LLC	P057396	404054185	244190	BADGER MTN LEASE FOR CITY CELL	\$10.94
	P057396	404054187	244337	BADGER MTN LEASE FOR CITY CELL	\$312.50
HARPER, SHAWN		17-140 HARPER	243999	17-140 PNW SPORTS TURF MGRS	\$94.00
INLAND ASPHALT CO	P057779	2395276	244347	MOD 1/2" HMA 75 GYRA ASPHALT,	\$13.85
	P057779	2398600		MOD 1/2" HMA 75 GYRA ASPHALT,	\$55.39
	P057779			MOD 1/2" HMA 75 GYRA ASPHALT,	\$27.69
MENDOZA, RICHARD		17-145 MENDOZA	244018	17-145 PNW SPORTS TURF MGRS	\$85.00
MEREDITH, CHRISTOPHER		17-142 MEREDITH	244019	17-142 PNW SPORTS TURF MGRS	\$94.00
MILESTONES ATHLETIC SUPPLY INC		86140	244020	DOUBLE FIRST BASE/BASES	\$319.28
MILLER PAINT COMPANY INC		30015953	244021	FIELD MARKING PAINT	\$160.51
PACIFIC NORTHWEST CHAPTER ISA		WA17-5-1	244203	PRUNING/PLANTING-R. ROJAS	\$148.59
		WA17-6-3		BASIC TREE ID- R. ROJAS	\$132.19
		WA17-8-2		TREE PROTECTION-R. ROJAS	\$205.99



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From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PERFECTION GLASS		9993654912	244033	STAIR RAIL - LIBRARY	\$298.65
PLATT ELECTRIC SUPPLY		L690742	244035	HVAC	\$15.36
PORT OF BENTON		0040228-IN	244209	RENT-LAND ONLY 1100 AREA	\$150.00
RICHLAND ACE HARDWARE		213032	244042	BRUSH WHEEL	\$6.51
		213052		FASTENERS	\$18.96
		213059	244385	CAT LITTER	\$21.47
		213077		LUBE LOCK EASE	\$3.25
		213105		BUSHING	\$10.30
		213118		FASTENERS & SOCKETS	\$34.08
		55450	244211	SINK TRAP	\$10.85
		55451	244385	J BEND/WASHER	\$17.35
		55507	244042	KEY FOB BATTERY	\$5.42
		55522		IRRIGATION COL PLAYFIELD	\$14.64
		55631		FASTENERS	\$5.16
		55671		PONCHO/RAIN SUIT	\$35.76
		55676		FASTENERS/AIR FRESHENER	\$25.50
		55698	244385	METAL JEAN RING	\$11.70
		55748		RESPIRATOR	\$26.05
		55781		SINK/DRAIN CLEANER	\$29.29
		55818		PARTS FOR LESLIE GROVES	\$68.18
		55829		GLASS SCRAPER	\$5.42
		55846		FERTILIZER	\$161.60
		55880		PAINT BRUSH	\$17.91
		55906		TUBE SAND	\$57.25
RICHLAND NAPA		382996	244044	FUEL TREATMENT	\$7.03
ROOS, MICHAEL CODY		17-143 ROOS	244048	17-143 PNW SPORTS TURF MGRS	\$60.00
SPORT SUPPLY GROUP INC		S017326	244400	RIM AND BACKBOARD	\$2,791.30
SUNBELT RENTALS INC	S017360	68049117-001	244406	RENTAL OF 12' SINGLE MANLIFT,	\$314.51
THE PERSONAL TOUCH CLEANING INC		70280	244222	JANITOR SERVICES-BLDG 100-MAR	\$3,813.01
		70281		JANITOR SERVICES-BLDG 200-MAR	\$786.76
		70282		JANITOR SERVICES-BLDG 300-MAR	\$1,575.46
		70341		JANITOR SERVICES-LIBRARY-MAR	\$13,127.86
		70368		JANITOR SERVICES-RCC-MAR	\$4,468.42
TRI CITIES BATTERY & AUTO REPAIR		117446	244062	REPLACEMENT BATTERIES	\$26.01
TWIN CITY METALS INC		98497	244064	EXPANDED STEEL SHEET	\$44.53
WILBUR ELLIS COMPANY	S017377	10672713	244081	ESPLANADE EZ 2-2.5 GAL JUGS	\$278.40
	S017377			GALLERY SC 16-1 QT BOX	\$492.77
	S017377	10687546		PENDULUM AQUA CAP 2-2.5 GAL JU	\$1,024.10
	S017377	10690473		GALLERY SC 16-1 QT BOXES	\$492.77
	S017389	10707316	244431	SUSPEND POLYZONE	\$124.15
	S017389	10707668		COMPLETE SOIL ANALYSIS:	\$231.45



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From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WILDWOOD PLAYGROUNDS NW	S017327	9862	244082	SURFAC MAX WP4817; 100 CU YARD	\$2,334.90
	S017327			ESTIMATED FREIGHT	\$1,455.24
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$115,454.44
Division: 338	PARKS & REC - PROJECT ADMIN				
XEROX CORPORATION		088719480	244433	MX4-340609 BASE/PRINTS- MAR	\$80.74
PARKS & REC - PROJECT ADMIN TOTAL ****					\$80.74
Division: 900	NON-DEPARTMENTAL				
ARBAUGH & ASSOCIATES INC		1595	244148	ARBAUGH CONTRACT FEES-MAR 17	\$1,470.00
BANK OF AMERICA		TXN00032191	244249	STAPLES - Office Desk Chair -	\$226.45
WASHINGTON CITIES INSURANCE AUTHORITY		MARCH 2017	244072	WCIA CLAIMS PAID-MAR 2017	\$1,511.75
NON-DEPARTMENTAL TOTAL ****					\$3,208.20
GENERAL FUND Total ***					\$529,284.60
FUND 101	CITY STREETS				
Division: 401	STREETS MAINTENANCE				
ADVANCED SIGNAL & CONTRACTING LLC	P057465	2558	244239	2017 RAILROAD XING INSPECTIONS	\$340.00
	P057465			C/O #1- TROUBLESHOOT, SERVICE	\$1,059.90
AMERICAN ROCK PRODUCTS INC	P057807	304019	244244	TOP COURSE, INV #304019 3/30/	\$103.88
	P057807	304783		ENVIRONMENTAL FEE, INV #304783	\$5.43
	P057807			CONCRETE, INV #304783 4/5/17	\$548.43
	P057807	305404		TOP COURSE, INV #305404 4/10/	\$97.70
BANK OF AMERICA	TXN00031842		244249	OFFICE DEPOT - SIGN SHOP TONE	\$84.35
	TXN00031849			HOME DEPOT - BOLT, EYE TOP, WI	\$32.72
	TXN00031880			OFFICE DEPOT - BINDERS	\$23.85
	TXN00031909			WALMART - GO PRO	\$349.95
	TXN00032016			OFFICE DEPOT - BINDERS	\$23.46
	TXN00032027			OFFICE DEPOT - THUMB DRIVES	\$16.15
	TXN00032053			HELENA CHEM - GLY STAR +, AD-S	\$180.25
	TXN00032149			AMAZON - SAMSUNG CASES	\$39.80
	TXN00032174			AMAZON - SAMSUNG CASES	\$31.36
	TXN00032213			ACE - LEAF BLOWER	\$312.70
	TXN00032290			IMSA - IMSA STUDY BOOKS	\$737.76
	TXN00032329			HOME DEPOT - 2 X 4'S	\$30.68
BENTON PUD	04/17- 1387		244156	WYE LIGHTS-BADGER REPEATER	\$61.67
CITY OF RICHLAND	03/2017 MAR		244163	CITY UTILITY BILLS/MAR 2017	\$944.15
				CITY UTILITY BILLS/MAR 2017	\$86.43
	03/2017-27		243976	#27 LANDFILL FEES	\$267.57
G & R AG PRODUCTS INC	2168545-0001-02		244187	FLOW METER KIT	\$366.41
	2169313-0001-02			PESTICIDE SPRAY PARTS	\$18.18
	2170347-0001-02		244329	PESTICIDE SPRAY PARTS	\$56.33



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GTP INVESTMENTS LLC	P057396	404054185	244190	BADGER MTN LEASE FOR CITY CELL	\$7.00
	P057396	404054187	244337	BADGER MTN LEASE FOR CITY CELL	\$200.00
INLAND ASPHALT CO	P057779	2395276	244347	MOD 1/2" HMA 75 GYRA ASPHALT,	\$211.02
	P057779	2398600		MOD 1/2" HMA 75 GYRA ASPHALT,	\$44.31
RICHLAND ACE HARDWARE		213063	244042	SOCKET SET/HEXKEY	\$52.08
		55805		FASTENERS/ALL THREAD	\$52.94
		55813		FASTENERS	\$7.60
		55901	244385	CHAIN OIL/LOOP	\$49.98
		55917		CHAIN LOOP RETURN	(\$24.49)
STREETS MAINTENANCE TOTAL ****					\$6,419.55
CITY STREETS Total ***					\$6,419.55
FUND 112	INDUSTRIAL DEVELOPMENT FUND				
Division:	305	ECONOMIC DEVELOPMENT			
ARBAUGH & ASSOCIATES INC		1595	244148	ARBAUGH CONTRACT FEES-MAR 17	\$150.00
BANK OF AMERICA		TXN00032014	244249	TC REG. CHAMBER - ANNUAL MTG,	\$40.00
		TXN00032176		GA-CAMPUS PARKING-TRIP #17-019	\$3.00
		TXN00032190		BEST BUY-LAPTOP CHARGER, Z.RAT	\$65.27
		TXN00032207		ARCO- TRIP # 17-019, GAS FOR R	\$11.11
		TXN00032210		TAILWIND PSC- TRIP # 17-019, Z	\$11.31
		TXN00032249		RED LION- TRIP # 17-019, Z. RA	\$167.09
		TXN00032251		DOLLAR RENT A CAR -TRIP #17-01	\$105.51
		TXN00032254		RPS PASCO TRICITIES AP - TRIP#	\$20.00
CITY OF RICHLAND		03/2017 MAR	244163	CITY UTILITY BILLS/MAR 2017	\$243.85
XEROX CORPORATION		088719476	244141	MX4-343179 BASE/PRINTS MAR	\$211.97
ECONOMIC DEVELOPMENT TOTAL ****					\$1,029.11
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
CITY OF RICHLAND		03/2017 MAR	244163	CITY UTILITY BILLS/MAR 2017	\$67.44
PERMIT SURVEYING INC		17019-1.INV	244207	PREF FREEZER	\$2,880.00
		17019-2.INV		LOGSTON RD SURVEY	\$540.00
SHANNON & WILSON INC		8242	244215	HR MITIGATION 204-15	\$1,425.00
		8243		RAIL LOOP MITIGATION	\$3,013.50
SKONE IRRIGATION INC	S017289	C45-17/PMT 1	244216	NEW ELECTRICAL FOR 306 CIRCLE,	\$4,838.54
	S017289			C/O #1- CHANGE METER BASE TO A	\$472.07
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$13,236.55
INDUSTRIAL DEVELOPMENT FUND Total ***					\$14,265.66
FUND 117	CRIMINAL JUSTICE SALES TAX				
Division:	131	CJST POLICE ACTIVITY			



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00031797	244249	KENNEWICK RANCH & HOME - BOOTS	\$228.01
		TXN00031866		HOTWIRE - CROSKREY 17-123	\$81.32
		TXN00031925		BIG 5 SPORTING GOODS 293 - AND	\$167.20
CITY OF RICHLAND		17-085 CROSKREY	243977	17-085 UNDERSTANDING HUMAN	\$153.00
PUBLIC SAFETY TESTING INC		2017-7445	244381	1ST QTR 2017 SUBSCRIPTION FEES	\$412.50
CJST POLICE ACTIVITY TOTAL ****					\$1,042.03
CRIMINAL JUSTICE SALES TAX Total ***					\$1,042.03
FUND 153		COMMUNITY DEV BLOCK GRANT			
Division:	308	CDBG PROGRAM			
TU DECIDES MEDIA INC		2017-26538	244226	CDBG/HOME 2017	\$150.00
CDBG PROGRAM TOTAL ****					\$150.00
COMMUNITY DEV BLOCK GRANT Total ***					\$150.00
FUND 154		HOME FUND			
Division:	309	HOME PROGRAM			
TU DECIDES MEDIA INC		2017-26538	244226	CDBG/HOME 2017	\$450.00
HOME PROGRAM TOTAL ****					\$450.00
HOME FUND Total ***					\$450.00
FUND 301		STREETS CAPITAL CONSTRUCTION			
Division:	000				
VSS INTERNATIONAL, INC		C124-16/RETAINAGE	244423	2016 RBBR CHIP SEAL-RETAINAGE	\$21,244.48
UNASSIGNED TOTAL ****					\$21,244.48
Division:	402	ARTERIAL STREETS			
ANDERSON HEIGHTS DEVELOPMENT LLC		1ST QTR 2017	243953	TRAFFIC IMPACT FEES-QTR 1'17	\$1,005.03
BANK OF AMERICA		TXN00031827	244249	SQ WALLA WALLA FARMS CAF - Pu	\$10.07
				SQ WALLA WALLA FARMS CAF - Pu	\$10.07
		TXN00031829		LOLA RESTAURANT-TC RR Mediatio	\$61.32
				LOLA RESTAURANT-TC RR Mediatio	\$61.32
		TXN00031844		MAYFLOWER PARK HOTEL - TC RR M	\$97.52
				MAYFLOWER PARK HOTEL - TC RR M	\$97.53
		TXN00031854		MAYFLOWER PARK HOTEL -TC RR ME	\$118.89
				MAYFLOWER PARK HOTEL -TC RR ME	\$118.90
		TXN00032235		ZTOONE COM-SLURRY SL BRCHRS	\$369.50
BEAVER BARK & ROCK		803545	244291	CONCRETE	\$277.99
C & E TRENCHING LLC	P057537	C59-17/PMT 1	244092	VANTAGE HIGHWAY PATHWAY PHASE	\$1,212.92
CAPITOL ASSET & PAVEMENT SERVICES INC	P057644	465	244302	2017 PAVEMENT CONDITION SURVEY	\$35,100.00
DREAM BUILDERS LLC		1ST QTR 2017	243989	TRAFFIC IMPACT FEES-QTR 1'17	\$837.53
IMT INC		8353	244346	SWIFT BLVD IMP M17094	\$2,871.48



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
IMT INC		8354	244346	QUEENSGATE PATHWAY M17099	\$967.00
STONEWAY ELECTRIC SUPPLY		S101967499.001	244404	2016 APS 1" CONDUIT	\$13.29
		S101967728.001		2016 APS 90 DEGREE ELBOW	\$6.16
		S101972072.001		2016 APS 1" CONDUIT	\$6.65
TRI CITY TITLE & ESCROW	P057810	15-16688-PS	244417	DUPORTAIL BRIDGE - R-O-W PURCH	\$301,530.84
	P057810	15-16693-PS		DDUPORTAIL BRIDGE - R-O-W PURC	\$8,598.50
	P057752	17-20282-KH	244063	QUEENSGATE/COL PARK TRAIL IMPR	\$380.10
	P057760	17-20283-KH	244132	QUEENSGATE/COL PARK TRAIL IMPR	\$380.10
	P057750	17-20284-KH	244063	QUEENSGATE/COL PARK TRAIL IMPR	\$380.10
WA STATE DEPT OF TRANSPORTATION	P057759	RE-313ATB70313034	244231	I-182/QUEENSGATE ROUNABOUT -	\$2,547.12
WESTCLIFFE LLC		1ST QTR 2017	244076	TRAFFIC IMPACT FEES-QTR 1'17	\$1,943.06

ARTERIAL STREETS TOTAL **** \$359,002.99

STREETS CAPITAL CONSTRUCTION Total *** \$380,247.47

FUND 315 CAPITAL IMPROVEMENT

Division: 000

MAYTON, KEVIN & CHRISTINE	REET REFUND	244016	EXCISE TAX COLLECTED IN ERROR	\$296.57
			EXCISE TAX COLLECTED IN ERROR	\$296.58

UNASSIGNED TOTAL **** \$593.15

CAPITAL IMPROVEMENT Total *** \$593.15

FUND 317 FIRE STATION 74 CONSTRUCTION

Division: 900 NON-DEPARTMENTAL

AMERICAN ROCK PRODUCTS INC	299336	244147	BEDDING SAND	\$38.05
CENTRAL PRE-MIX CONCRETE PRODUCTS COMPANY	110174861	244162	DIAMOND STEP GRAY	\$260.64
	110174924		DIAMOND CAP	\$19.33

NON-DEPARTMENTAL TOTAL **** \$318.02

FIRE STATION 74 CONSTRUCTION Total *** \$318.02

FUND 380 PARK PROJECT CONSTRUCTION

Division: 337 PARKS & REC PROJECTS

ALLSTAR CONSTRUCTION GROUP INC	P057505	200-1	244086	CLEARING, GUBBING AND GRADING	\$10,369.86
BANK OF AMERICA		TXN00032005	244249	A1SURVEILLA -OUTDOOR NW SECURI	\$2,008.85
		TXN00032116		AMAZON-Nano Station Netgear Wi	\$247.37
		TXN00032228		THE HOME DEPOT #4746 - BADGER	\$99.55

PARKS & REC PROJECTS TOTAL **** \$12,725.63

PARK PROJECT CONSTRUCTION Total *** \$12,725.63

FUND 385 GENERAL GOVT CONSTRUCTION



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 900	NON-DEPARTMENTAL				
BANK OF AMERICA		TXN00032010	244249	FASTSIGNS - RCC SIGNAGE	\$199.82
		TXN00032041		WAL-MART #3261 - RCC MOUNTING	\$193.31
		TXN00032138		ACE HDWE - RCC TV HANGING	\$9.09
BENJAMIN'S CARPET ONE		CG702990	244155	CARPET FOR RCC	\$279.10
HILL INTERNATIONAL INC	P056666	C81-16/0000010	244345	DESIGN-BUILD OVERSIGHT SERVICE	\$1,475.25
NON-DEPARTMENTAL TOTAL ****					\$2,156.57
GENERAL GOVT CONSTRUCTION Total ***					\$2,156.57
FUND 401	ELECTRIC UTILITY FUND				
Division: 000					
ANIXTER INC	S017224	3440624-04	243954	SWITCHGEAR, DEADFRONT, PSE-11	\$28,042.69
	P057541	3483886-00		CABLE, SEC, UG 350 AL 600V	\$1,896.16
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P057724	3627-574421	244311	ADJUST FOR TAX	(\$0.01)
	P057724			TAPE PHASING - YELLOW, 3M 35,	\$77.11
	P057724			TAPE 3M 88, 1 1/2 X 44FT	\$1,464.15
	P057724			ROPE HAND LINE, 1/2", POLY/DAC	\$136.84
	P057724			TAPE PHASING - BLUE, 3M 35,	\$192.77
	P057724			MARKER, BLANK WHITE URD TAG,	\$530.78
	P057724			TAPE PHASING - RED, 3M 35,	\$308.42
	S017358	3627-574444		METER, SOCKET 6 TERM, CT RATED,	\$452.99
	S017358	3627-574558		METER, SOCKET 6 TERM, CT RATED,	\$566.24
	S017358	3627-574607		METER, SOCKET 6 TERM, CT RATED,	\$566.24
H2 PRE-CAST INC	P056893	133578	244338	VAULT COVER V29, 68" X 56"	\$6,027.30
	P056893			VAULT COVER V29, 2 STL LID,	\$3,801.00
	P056893			VAULT V29, 109"L X 85"W X	\$2,715.00
	P056893	133644		VAULT V29, 109"L X 85"W X	\$2,715.00
	P056893			VAULT COVER V29, 2 STL LID,	\$3,801.00
MT HOOD FASTENER COMPANY	P057719	183057	244027	SS BOLT, ASSEMBLY, 1/2-13 X 1-	\$625.54
	P057719			ADJUST FOR TAX	\$0.02
	P057719			SS BOLT, ASSEMBLY, 1/2-13 X 2-	\$401.82
PLATT ELECTRIC SUPPLY	P057726	L720972	244035	TIE, CABLE, 11" MIN, BLACK	\$201.56
	P057726			TIE, CABLE, 11" MIN, HVY DUTY	\$60.21
	P057726			TIE, CABLE, 5.9" MIN, BLACK	\$18.57
	P057726			TIE, CABLE, 7.9" MIN, BLACK	\$213.77
WESCO DISTRIBUTION INC	P057735	759876	244074	SLEEVE, TENSION 336 ACSR, AUTO	\$364.68
TOTAL ****					\$55,179.85
Division: 501	BUSINESS SERVICES				
ABADAN INC		ARIN071986	244144	FOAM BOARD MOUNT	\$16.29
ARBAUGH & ASSOCIATES INC		1595	244148	ARBAUGH CONTRACT FEES-MAR 17	\$840.00



City Of Richland

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From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00031856	244249	BEST BUY - COMPUTER MOUSE	\$76.01
		TXN00031890		STONE SOUP - COSA TRAINING MEE	\$12.22
		TXN00031898		STONE SOUP - COSA TRAINING MEE	\$10.59
		TXN00031902		STONE SOUP - COSA TRAINING MEE	\$47.19
		TXN00032007		WSU CONF-CREDIT MTR RELAY SCHL	(\$1,300.00)
		TXN00032064		SUNRIVER RESORT - NWPPA CONFER	\$219.04
		TXN00032069		SUBWAY-MTR RELAY TRNG	\$98.28
		TXN00032082		EXPEDIA- LTAP TRNG HTL NAMCHEK	\$313.11
		TXN00032163		EUCI - REGISTRATION - E. MANZO	\$2,295.00
		TXN00032168		ACT - EFFICIENCY EXCHANGE - D	\$390.00
		TXN00032172		DELTA - EUCI CONFERENCE - E. M	\$807.75
		TXN00032239		CARE.CITRIX - GOTOMEETING MO F	\$20.64
		TXN00032366		NEWEGG-Dymo Labelwriter	\$119.09
BENTON PUD		143	244156	TAX ON HIDDEN HILLS/BMID	\$1,471.48
		144		TAX ON HIDDEN HILLS/BMID	\$691.78
CITY OF RICHLAND		03/2017 MAR	244163	CITY UTILITY BILLS/MAR 2017	\$769.73
HARRINGTON'S TROPHIES		76640	244191	NAME PLATE-HARTY	\$40.73
UNITED PARCEL SERVICE	S017378	000986641147	244065	GROUND PKG TO HJ ARNETT FOR PO	\$4.08
	S017378			GROUND PKG TO VTCU CORP FOR EL	\$12.98
	S017378			GROUND PKG TO HJ ARNETT FOR PO	\$4.08
WATER SOLUTIONS INC		15649	244073	3 WTR MACHINES - APR 2017	\$30.97
XEROX CORPORATION		088719480	244433	MX4-340609 BASE/PRINTS- MAR	\$52.23
	P057357	088719481		XEROX LEASES FOR 2017: WORK CE	\$388.98
	P057357	088719482		XEROX LEASES FOR 2017: WORK CE	\$438.04
BUSINESS SERVICES TOTAL ****					\$7,870.29
Division:	502	ELECTRICAL ENGINEERING			
BANK OF AMERICA		TXN00031934	244249	DELL-2 MONITORS	\$28.50
		TXN00031935		DELL-2MONITOR LCD	\$374.65
		TXN00032048		WEI - REGISTRATION ROBERTS TRI	\$1,298.00
		TXN00032203		IBUYOFFICE - CHAIR - J. ROBERT	\$194.46
		TXN00032245		HAYNEEDLE - CHAIR - S. AVERY	\$185.14
		TXN00032317		NWPPA-ADVERTISING-CHIEF ELEC	\$115.00
CABLE HUSTON BENEDICT HAAGENSEN & LLOYD LLP	P057432	374770	244300	Draft O&M Agreement for Leslie	\$6,466.25
PTARMIGAN SOFTWARE INC	P057774	663	244114	Support & Mntnc for Condor, TE	\$2,400.00
RELAY APPLICATION INNOVATION INC	P055597	2069	244383	PROGRAMMING & SCHEMATIC	\$12,088.82
STANLEY CONSULTANTS, INC	P057429	0194721	244401	Electrical Distribution & Desi	\$32,033.18
WA STATE DEPT OF TRANSPORTATION		RE-45JE5719L009	244136	ELEC BURIED PWR-REVW&INSPECT	\$140.53
		RE-45JE5719L010		PLANS REVIEW	\$2,625.17
ELECTRICAL ENGINEERING TOTAL ****					\$57,949.70
Division:	503	POWER OPERATIONS			



City Of Richland

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From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
A CORE INC	P057378	355047	244238	CONCRETE & PAVEMENT CUTTING PE	\$162.90
BANK OF AMERICA		TXN00031872	244249	AMAZON-PAPER, SURFACE CAR CHRG	\$45.09
		TXN00031885		APPLEBEES-CO F161090	\$47.67
		TXN00031888		OFFICE DEP-PENS, NTE PADS, LEA	\$46.62
		TXN00031958		APPLEBEES-CO F161090	\$98.57
		TXN00031985		HOME DEPOT/PLYWOOD	\$194.94
		TXN00031986		DENNY'S-CO F161090	\$113.66
		TXN00032000		HI-LINE/SKINNING KNIFE W/RING	\$50.88
		TXN00032026		WALMART-PHONE CASE, HAMMOND	\$43.40
		TXN00032065		BOBS-HO F161012	\$111.91
		TXN00032070		WALMART-SYMPATHY CARD	\$4.31
		TXN00032108		HERITAGE FLORAL-FLWRS EBBERTS	\$68.36
		TXN00032147		MANDARIN HOUSE-CO F161090	\$43.71
		TXN00032158		HOME DEPOT/ CEDAR FENCING, SCR	\$29.33
		TXN00032193		DUNGAREES/KNEE PADS	\$139.90
		TXN00032237		STERLING'S-SO C59306	\$108.91
		TXN00032248		HOMEDEPOT/CABLE CUTTER KIT	\$451.92
		TXN00032271		HOME DEPOT/BATTERIES FOR CUTTE	\$107.51
		TXN00032295		DUPUS BOOMERS-CO B170014	\$152.95
		TXN00032316		AMAZON-BLUETOOTH ARMER	\$34.50
BENTON PUD		04/17- 1387	244156	WYE LIGHTS-BADGER REPEATER	\$14.72
	P057495	135		SAFETY TRAINING PER CONTRACT	\$3,012.33
	P057425	138		PRE-NOTIFICATION SERVICES FOR	\$1,118.13
BIOSH		3721-B	243964	DOT EXAMS-CDL CERT	\$150.00
BLUEROOM		2239155	244159	POL SERVICE-1032 UNIVERSITY DR	\$82.00
BOYD'S TREE SERVICE LLC	P057573	5155	244297	TREE TRIMMING & VEGETATION CON	\$7,126.52
	P057573	5181		TREE TRIMMING & VEGETATION CON	\$7,126.52
	P057573	5192		TREE TRIMMING & VEGETATION CON	\$7,639.52
C & M LANDSCAPING		78661	244299	15 ROLLS SOD	\$57.18
CITY OF RICHLAND		03/2017 MAR	244163	CITY UTILITY BILLS/MAR 2017	\$141.39
				CITY UTILITY BILLS/MAR 2017	\$2,613.25
		03/2017-1901	243976	#1901 DROP BOX DISP/HAULING	\$611.99
CONSTRUCTION AHEAD INC DBA	S017337	17019-01	244312	TRAFFIC CONTROL LABOR FOR STRE	\$942.31
D HITTLE & ASSOCIATES INC	P056798	11407	244179	AMENDMENT 1- ADDITIONAL DESIGN	\$1,828.00
KELLEY'S TELE-COMMUNICATIONS INC	P057372	022404012017	244009	AFTER HOURS EMERGENCY CALL SVC	\$296.25
M & L CONSTRUCTION INC	P057387	18045	244361	TASK 2: LOGSTON BLVD	\$11,292.40
	P057387			BORING AND DRILLING PROJECTS P	\$27,847.68
	P057387	18046		TASK 2: LOGSTON BLVD	\$60,295.20
PARADISE BOTTLED WATER CO		03/17-POWER OPS	244376	BOTTLED WATER-MARCH	\$70.96
RICHLAND ACE HARDWARE		213047	244042	WEEDBLOCK FABRIC	\$24.97
		55669		SPRINKLER HEAD	\$9.76



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From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		55770	244042	PRUNE BLADE/PIPE	\$27.73
		55771		PIPE TEES	(\$1.85)
		55776		SPRINKLER/SEAL TAPE/PVC	\$22.21
STONEWAY ELECTRIC SUPPLY		S101984629.001	244404	HEAT SHRINK TUBING	\$65.96
TYNDALE ENTERPRISES INC	P057360	1237924	244418	FIRE RETARDANT CLOTHING-2017	\$2,219.49
POWER OPERATIONS TOTAL****					\$136,691.66
Division:	504	SYSTEMS DIVISION			
ARES CORPORATION	P056486	6730301-12	244245	SNYDER SUB EXPANSION PROJECT	\$2,750.65
BANK OF AMERICA		TXN00031916	244249	WALMART-BLUETOOTH HDSETS	\$64.88
		TXN00031929		HOME DEPOT-HEADLMPS, UTLY POU	\$59.61
		TXN00032093		AMAZON-EYEWASH	\$30.00
				AMAZON-MONOCULAR	\$29.15
		TXN00032146		HOME DEPOT-FISHTAPE	\$116.20
		TXN00032196		SPX TRNSFMR-CONTACTOR	\$266.84
		TXN00032264		HOME DEPOT-CHAIN REPLCEMNT	\$11.34
		TXN00032316		AMAZON-RHINO LABELER	\$108.18
		TXN00032324		RANCH & HOME-METER RDR COAT	\$141.17
CITY OF RICHLAND		03/2017 MAR	244163	CITY UTILITY BILLS/MAR 2017	\$1,500.18
ELECTRIC POWER SYSTEMS INC	P056820	012241	244317	SNYDER SUB BANK 2 EXPANSION	\$12,096.89
	P057572	012243		LESLIE RD SUBSTATION DESIGN AN	\$32,008.97
ELR CONSULTING INC	P057428	3009	244318	SCADA System integration suppo	\$3,895.17
ENERGY NORTHWEST	P057480	O&M00596	244321	STAFFING SERVICES, CLINT	\$3,244.31
	P057480			STAFFING SERVICES, CLINT	\$3,244.31
	P057480			STAFFING SERVICES ELAINE JONES	\$901.28
	P057480			STAFFING SERVICES, CLINT	\$3,244.32
	P057480			STAFFING SERVICES, CLINT	\$3,244.31
	P057480			STAFFING SERVICES ELAINE JONES	\$901.28
	P057480			STAFFING SERVICE ELAINE JONES	\$901.28
	P057480			STAFFING SERIVCE ELAINE JONES	\$901.28
	P057571	O&M00597		SMART GRID PROJ MGMT PER CONTR	\$2,951.28
	P057671	O&M00598		EW160073 THAYER SUB STAFF SUPP	\$1,138.50
	P057671			C59133 SYSTEM IMPROVEMENT RELA	\$1,138.50
	P057671			C59127 LESLIE RD SUB PROJECT	\$1,138.50
OXARC INC		P057671		C49136 SNYDER SUB ADDITION PRO	\$1,138.50
		40600PP	244031	NITROGEN	\$15.96
		R478592	244373	CYLINDER RENTAL-MARCH	\$66.39
PLATT ELECTRIC SUPPLY		L732669	244035	STEEL CHANNEL STRUT	\$499.48
PRATER ELECTRIC INC	P057575	310-1	244380	SNYDER SUB BANK 2 ADDITION	\$183,045.30
RICHLAND ACE HARDWARE		55821	244385	VALVE RELIEF	\$14.11
SIEMENS INDUSTRY INC	S017273	5700031350	244123	BUSHING #5400NN	\$4,176.76
	S017273			BYPASS ARRESTOR ONLY	\$521.28



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VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SIEMENS INDUSTRY INC	S017273	5700031350	244123	1 EACH BRACKET PART #P3R211088	\$119.46
	S017273	5700031940		BRACKET PART #P3R21108817001	\$119.46
TRI CITIES BATTERY & AUTO REPAIR		117641	244062	ATS BATTs 12V 18AH	\$115.07
UTILITIES UNDERGROUND LOCATION CENTER		7030199	244069	UTILITIES LOCATE SERVICE	\$343.46
UTILIWORKS CONSULTING LLC	P056517	4941	244420	SMART GRID PROJECT PHASE 2,	\$11,758.00
SYSTEMS DIVISION TOTAL****					\$277,961.61
Division:	505	ENERGY POLICY MGMT			
BENTON COUNTY AUDITOR/WEATHERWISE	P057769	110880 LIEN	243959	RECORD LIEN: PLIGER, 502 SANFO	\$73.00
	P057769	11380 LIEN		RECORD LIEN: CHRISTENSEN, 125	\$73.00
	P057769	331100 RELEASE		RELEASE LIEN: BROWN, 1521 JADW	\$73.00
	P057769	342880 LIEN-		RECORD LIEN: GOMEZ, 1420 KELLE	\$73.00
	P057769	652780 RELEASE		RELEASE LIEN: YARBROUGH, 1730	\$73.00
	P057769	72980 RELEASE		RELEASE LIEN: BOEDEKER, 415	\$73.00
	P057769	751080 RELEASE		RELEASE LIEN: BODEY, 1419 COWI	\$73.00
	P057769	781140 LIEN-		RECORD LIEN: MCCOY, 223 PINETR	\$73.00
	P057769	890760 LIEN		RECORD LIEN: RUELAS, 77 BREMME	\$73.00
BOB RHODES HEATING & A/C INC		091528	243965	1961 PINE-REBATE-HP	\$1,000.00
		091542		915 JERICHO-REBATE-HP	\$1,000.00
CITY OF RICHLAND		110880	244166	502 SANFORD-REBATE-HP	\$1,000.00
		210840	243978	1315 COTTONWOOD-REBATE-WINDOW	\$298.95
DAYCO HEATING & AIR		56379	243986	230 SITKA CT-REBATE-HP	\$1,000.00
DELTA HEATING & COOLING INC		24827	244315	147 SPRING-REBATE-HP	\$1,000.00
EFFICIENCY SOLUTIONS LLC	P057389	3-17	244316	COMMERCIAL ENERGY EFFICIENCY	\$4,494.00
ENERGY INCENTIVES INC	P057388	CORMARCH2017	244320	RESIDENTIAL ENERGY EFFICIENCY	\$2,783.25
FINANCIAL CONSULTING SOLUTION GROUP	P057201	2614-21703083	244185	COSA, Rate Design Support, and	\$12,464.82
GLASS NOOK INC		76048	244334	2408 ALEXANDER-REBATE-WINDOWS	\$946.80
IWI INC	P057010	89740	244002	WEATHERWISE LOAN: LARRY BUCHAN	\$1,269.13
JACOBS & RHODES INC		37412	244005	2203 CONCORD-REBATE-HP/PTCS	\$1,000.00
		37474		2110 HUDSON-REBATE-HP	\$1,000.00
M CAMPBELL & COMPANY INC		104536	244014	1027 COUNTRY CT-REBATE-HP	\$2,000.00
		107915		1406 MAHAN-REBATE-HP	\$1,000.00
MR INSULATION CO INC		106306	244026	1463 RIMROCK-REBATE-INS	\$457.00
TOTAL ENERGY MANAGEMENT INC		56521WWR	244061	356 GREENBROOK PL-REBATE-HP	\$1,000.00
		56544WWR		58 PARK-REBATE-HP	\$1,000.00
	P057712	56593LOAN	244413	ADJUST FOR TAX	\$0.01
	P057712			WEATHERWISE LOAN: PFLIGER, 502	\$10,898.01
TRANS UNION LLC		03702365	244415	CREDIT REPORTS-MARCH	\$41.55
ENERGY POLICY MGMT TOTAL****					\$46,310.52
Division:	506	TECHNICAL SERVICES			
BANK OF AMERICA		TXN00031915	244249	WALMART-MOUSE	\$21.69



City Of Richland

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From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00032093	244249	AMAZON-TONER, PAPER	\$68.16
		TXN00032097		HOME DEPOT-WATCH BATTERIES	\$21.68
		TXN00032307		HARBOR FREIGHT-CART RACK	\$172.66
CITY OF RICHLAND		03/2017 MAR	244163	CITY UTILITY BILLS/MAR 2017	\$1,210.18
GTP INVESTMENTS LLC	P057396	404054185	244190	BADGER MTN LEASE FOR CITY CELL	\$21.88
	P057396	404054187	244337	BADGER MTN LEASE FOR CITY CELL	\$625.00
PLATT ELECTRIC SUPPLY		L794671	244379	BI-MET BAND	\$17.43
		L830742		CURVE JAW PLIERS	\$17.18
STONEWAY ELECTRIC SUPPLY		S101972067.001	244054	LOAD STRAPS	\$15.15
		S101981747.001	244404	PIPE&CLAMP/STL STRAP	\$4.30
TECHNICAL SERVICES TOTAL ****					\$2,195.31
ELECTRIC UTILITY FUND Total ***					\$584,158.94

FUND 402 WATER UTILITY FUND

Division: 000

ALLSTAR CONSTRUCTION		17-00598	244242	REFUND HYDRANT METER #318	(\$30.00)
				REFUND HYDRANT METER #318	(\$91.20)
				REFUND HYDRANT METER #318	\$750.00
APEX CONTRACTING & PAVING		17-00487	243955	REFUND HYDRANT METER #363	(\$12.35)
				REFUND HYDRANT METER #363	(\$30.00)
				REFUND HYDRANT METER #363	\$750.00
BADGER MOUNTAIN IRRIGATION DISTRICT		1ST QTR 2017	244152	BADGER SOUTH WTR CONNECT FEES	\$2,400.00
BLUE STAR ENTERPRISES NORTHWEST INC	P056480	87-16/RETAINAGE	244296	87-16/RELEASE RETAINAGE	\$22,974.00
CARPENTER DRILLING LLC	P057528	C251-16/PMT 1	244093	RETAINAGE	(\$1,214.00)
FERGUSON WATERWORKS	P057728	0546140	244326	TUBING, P.E. 2" CTS, SDR 9 CTS	\$242.18
	P057728			TUBING, COPPER 1" TYPE K,	\$9,082.86
	P057728			TUBING, COPPER 2" TYPE L RIGID	\$804.82
GEORGE GRANT		11-01621	244333	REFUND HYDRANT METER #355	\$750.00
				REFUND HYDRANT METER #355	(\$7.60)
				REFUND HYDRANT METER #355	(\$30.00)
GOODMAN & MEHLENBACHER		17-00232	244335	REFUND HYDRANT METER #369	(\$30.00)
				REFUND HYDRANT METER #369	(\$116.85)
				REFUND HYDRANT METER #369	\$750.00
NATIONAL METER & AUTOMATION	S017336	S1082713.003	244200	ADJUST FOR TAX	\$0.01
	S017336			METER,WATER BRONZE DISK, 3/4,	\$13,699.89
	S017336	S1082713.006		WATER METER BRONZE DISC, 2",	\$1,854.89
NOR AM INVESTMENT LLC		4TH QTR 2016	244202	WHITE BLUFFS WATER LATECOMER	\$74,419.24
WHEELER EXCAVATION LLC		17-00571	244429	REFUND HYDRANT METER #309	\$750.00
UNASSIGNED TOTAL ****					\$127,665.89

Division: 410 WATER CAPITAL PROJECTS



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CARPENTER DRILLING LLC	P057528	C251-16/PMT 1	244093	JASON LEE IRRIGATION WELL DRIL	\$26,368.08
IRZ CONSULTING LLC	P056384	7228	244351	JASON LEE ELEMENTARY IRRIGATIO	\$320.00
	P052094	7246/7152		AMENDMENT #3 TO COMPLETE THE	\$1,022.80
WATER CAPITAL PROJECTS TOTAL ****					\$27,710.88
Division:	411	WATER ADMINISTRATION			
ARBAUGH & ASSOCIATES INC		1595	244148	ARBAUGH CONTRACT FEES-MAR 17	\$540.00
BANK OF AMERICA		TXN00032204	244249	GRAZE (PARKWAY) - WTR MGR INTE	\$49.58
CALIPER CORPORATION		I1514285	244301	PERSONALITY PROFILE-WATER MGR	\$350.00
CITY OF KENNEWICK	P057738	012817	243975	WATER ON WHEELS - WATER	\$4,027.19
WATER ADMINISTRATION TOTAL ****					\$4,966.77
Division:	412	WATER OPERATIONS			
BACKFLOW APPARATUS & VALVE CO		798388	243957	GREASE SEAT TOOLS	\$128.26
BANK OF AMERICA		TXN00031887	244249	WETRC - CANCELED WDM III IV RE	(\$300.00)
		TXN00031891		CHEMSEARCH - EPOXY, CATALYST	\$430.54
		TXN00032002		HARBOR FREIGHT - HAND TRUCKS	\$86.86
		TXN00032279		HF SCIENTIFIC/REPAIR 2 TURBIDI	\$1,046.51
BENTON FRANKLIN HEALTH DISTRICT		8748	244294	WATER SAMPLES	\$2,410.00
BENTON RURAL ELECTRIC ASSOCIATION		03/17-38510	244157	KENNEDY BOOSTER STATION	\$1,231.12
CITY OF RICHLAND		03/2017 MAR	244163	CITY UTILITY BILLS/MAR 2017	\$35,550.24
COLUMBIA ELECTRIC SUPPLY		5858-783136	243983	SCREW CLAMP BLOCK	\$89.19
CORRECT EQUIPMENT INC	S017373	34909	244313	FREIGHT- ESTIMATED	\$292.00
	S017373			CHLORINATION TABLETS, 55LB PAI	\$2,877.60
	S017373	34946		CHLORINATION TABLETS, 55LB PAI	\$2,877.60
GTP INVESTMENTS LLC	P057396	404054185	244190	BADGER MTN LEASE FOR CITY CELL	\$18.38
	P057396	404054187	244337	BADGER MTN LEASE FOR CITY CELL	\$525.00
PLATT ELECTRIC SUPPLY		L830871	244379	SWITCH/COVER/BOX	\$66.38
STEP SAVER INC	P057796	T430389	244402	FREIGHT / SHIPPING CHARGE	\$1,481.25
	P057796			BULK, SODIUM CHLORIDE (NACL)	\$844.71
	P057796			PTO &/OR DELIVERY	\$251.81
UNIVAR USA INC	S017328	SK608536	244228	PRAESTOL 2515TR FILTER AID, 10	\$1,764.95
	S017328			FREIGHT	\$75.00
XEROX CORPORATION		088719503	244433	LX5-693082 BASE/PRINTS- MARCH	\$126.76
WATER OPERATIONS TOTAL ****					\$51,874.16
Division:	413	WATER MAINTENANCE			
AMERICAN ROCK PRODUCTS INC	P057780	303634	244244	5/8" MINUS TOP COURSE, INV: 30	\$388.04
AT&T WIRELESS		03/17-2872432888	244149	287243288881 02/27-03/26/17	\$57.81
BANK OF AMERICA		TXN00031753	244249	HOME DEPOT - STEP LADDER, TRIP	\$167.05
		TXN00031758		WAL-MART - SIEFKEN'S RETIREMEN	\$59.33
		TXN00031760		ABC-NV - STEWART - WDM III EXA	\$98.00
		TXN00031816		ABC - DUNCAN - WDM III TEST	\$98.00



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From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00031824	244249	EVOQUA WATER TECH - PULSAFEEDER	\$0.41
		TXN00031825		EVOQUA WATER TECH - PULSAFEEDER	\$184.93
		TXN00031876		STAPLES - DAYTIMER - ENNIS, PO	\$61.13
		TXN00031878		HOME DEPOT - LIGHT, BATTERY	\$128.15
		TXN00031879		HOME DEPOT - BATTERY CHARGER	\$74.93
		TXN00031884		SAFETYSIGN - VINYL ROLLUP CONS	\$921.52
		TXN00031906		OFFICE DEPOT - INK CARTRIDGE	\$113.12
		TXN00032055		OFFICE DEPOT - BUSINESS CARDS	\$36.80
		TXN00032059		OFFICE DEPOT - SHARPIES, NOTE	\$18.68
		TXN00032197		ABC-NV - DUNCAN WDM III EXAM	\$98.00
		TXN00032259		HOME DEPOT - SOD	\$25.98
		TXN00032336		AMAZON - VALVE TURNER LAPTOP B	\$140.00
		TXN00032373		COASTAL INSTRUMENT - BATTERY/C	\$156.36
BEAVER BARK & ROCK		803770	244291	SOD	\$32.47
BIOSH		3721-B	243964	DOT EXAMS-CDL CERT	\$80.00
CENTRAL HOSE & FITTINGS INC		455769	244305	HYDRANT METER PARTS	\$153.86
CITY OF RICHLAND		03/2017 MAR	244163	CITY UTILITY BILLS/MAR 2017	\$65.42
				CITY UTILITY BILLS/MAR 2017	\$3.83
				CITY UTILITY BILLS/MAR 2017	\$34.97
				CITY UTILITY BILLS/MAR 2017	\$40.01
				CITY UTILITY BILLS/MAR 2017	\$850.40
				CITY UTILITY BILLS/MAR 2017	\$51.44
				CITY UTILITY BILLS/MAR 2017	\$2,464.04
FASTENAL COMPANY		WARIC52081	243994	BOLTS	(\$14.12)
		WARIC54512		PUTTY KNIFE	\$5.10
FERGUSON ENTERPRISES INC		5126883	244325	BRASS NIPPLES	\$44.11
HD FOWLER COMPANY INC		I4459026	244340	SAW BLADES	\$384.27
HD SUPPLY WATERWORKS LTD	S017354	G948810	244342	16" STRAIGHT COUPLING, SHOPCOA	\$2,428.34
INLAND ASPHALT CO	P057779	2398600	244347	MOD 1/2" HMA 75 GYRA ASPHALT,	\$101.91
	P057779			MOD 1/2" HMA 75 GYRA ASPHALT,	\$275.27
NATIONAL METER & AUTOMATION	S017336	S1082713.001	244200	HOUSING BOTTOM LINER FOR CAST	\$43.44
	S017336			HOUSING BOTTOM LINER FOR CAST	\$32.58
	S017336	S1082713.005		100W ITRON ERT FOR 3" SUMMATOR	\$144.44
	S017336	S1082713.008		M2000 6" FLANGED MAG METER, HA	\$2,611.83
	S017336			3" COMPOUND METER, BADGER 3CS	\$1,835.34
	S017336			M2000 10" FLANGED MAG METER, H	\$3,363.34
OXARC INC		R478589	244373	CYLINDER RENTAL-MARCH	\$76.44
RICHLAND ACE HARDWARE		213081	244042	STARTER FLUID/FASTENER/BITS	\$52.78
		213107		TAPE MEASURE/TIE DOWN RACHET	\$49.80
		213119	244385	COTTER PIN/ROD/WHEEL	\$59.69
		55769	244042	ACID MURIATIC/GARDEN SPRAY	\$24.95



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		55859	244385	ACID	\$6.51
		55893		TORQ WRENCH	\$86.87
SNELL, CHRIS		021617	244217	REIMB OIT EXAM FEE	\$87.00
UNITED PARCEL SERVICE	S017378	000986641147	244065	GROUND PKG TO BADGER METER FOR	\$9.24
UTILITIES UNDERGROUND LOCATION CENTER		7030199	244069	UTILITIES LOCATE SERVICE	\$57.25
XEROX CORPORATION		088719480	244433	MX4-340609 BASE/PRINTS- MAR	\$48.48
WATER MAINTENANCE TOTAL ****					\$18,419.54
WATER UTILITY FUND Total ***					\$230,637.24
FUND 403	WASTEWATER UTILITY FUND				
Division:	000				
ECI SERVICES	P056944	C200-16/FINAL	244102	RETAINAGE	(\$135.00)
NOR AM INVESTMENT LLC		4TH QTR 2016	244202	WHITE BLUFFS WATER LATECOMER	\$8,138.04
UNASSIGNED TOTAL ****					\$8,003.04
Division:	421	SEWER CAPITAL PROJECTS			
ECI SERVICES	P056944	C200-16/FINAL	244102	WWTF PRIMARY CLARIFIER #2 &	\$2,932.20
OVIVO USA LLC	P057379	8470907	244030	MEMBRANE REPLACEMENT KITS,	\$48,675.61
SEWER CAPITAL PROJECTS TOTAL ****					\$51,607.81
Division:	422	SEWER OPERATIONS			
BANK OF AMERICA		TXN00031752	244249	AMAZON MKTPLACE PMTS - PLST RP	\$129.95
		TXN00031761		AMAZON MKTPLACE PMTS - PLST RP	\$27.90
		TXN00031783		AMAZON MKTPLACE PMTS - OFFICE	\$169.97
		TXN00031788		COLUMBIA BASIN HOTSY - PRSSRHS	\$253.39
		TXN00031805		THE HOME DEPOT #4746 - WW CLOB	\$207.26
				THE HOME DEPOT #4746 - WWOPS	\$274.95
		TXN00031807		STAPLES - RETURN OF DMGD PLSTC	(\$9.62)
		TXN00031808		USA BLUE BOOK - WWLAB FLTRS EV	\$186.57
		TXN00031848		AMAZON MKTPLACE PMTS - HDPEWLD	\$27.90
		TXN00031871		AMAZON MKTPLACE PMTS - LAB SCS	\$41.40
		TXN00031875		AMAZON MKTPLACE PMTS - HDPEWLD	(\$27.90)
		TXN00031882		TFS FISHERSCI ECOM HUS - LAB D	\$264.67
		TXN00031910		THE HOME DEPOT #4746 - FRMS WA	\$132.67
		TXN00031920		TFS FISHERSCI ECOM HUS - WWLAB	\$120.72
		TXN00031937		STAPLES - WW OFFC BLU PENS HNG	\$26.16
		TXN00031939		TFS FISHERSCI ECOM HUS - GGA L	\$223.34
		TXN00031940		STAPLES - WWLAB BX BTM HGN FLD	\$24.98
		TXN00031945		STAPLES - DESKCALCS COPYPPR ST	\$119.26
		TXN00032050		USA BLUE BOOK - WWLAB HACH DPD	\$213.27
		TXN00032075		STAPLES - WWLAB DAILY ATAGLNC	\$24.97
		TXN00032122		STAPLES - WW OFC STMP LNYRDS B	\$41.59



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BANK OF AMERICA		TXN00032160	244249	TFS FISHERSCI ECOM HUS - WW LA	\$51.34
		TXN00032169		AMAZON MKTPLACE PMTS - WW OPS	\$56.19
		TXN00032217		THE DAVENPORT GRAND HO - ACCOM	\$225.76
		TXN00032223		THE DAVENPORT GRAND HO - ACCM/	\$262.72
		TXN00032299		USA BLUE BOOK - WW LAB GLSFIBER	\$455.35
BLUEROOM		2239153	244159	POL SERVICE-WWTP-MARCH 2017	\$82.00
BRUTON, KASEY G		17-116 BRUTON	243966	17-116 WA OPERATOR WORKSHOP	\$110.00
CENTRAL HOSE & FITTINGS INC		454204	244161	HOSES/NOZZLES	\$1,000.86
CITY OF RICHLAND		03/2017 MAR	244163	CITY UTILITY BILLS/MAR 2017	\$20,950.21
		03/2017-25	244164	#25 BIOSOLIDS LANDFILL FEES	\$2,796.97
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-573777	244311	CABLE FOR MOTOR CONTROLLER	\$263.36
	P057700	3627-574265		NEW FUSES FOR WWTP INFLUENT VF	\$811.24
	P057700			MODULAR FUSE BLOCK, BUSSMAN 60	\$626.08
		3627-574672		LOBEPRO PUMP INSTALL	\$665.67
GTP INVESTMENTS LLC	P057396	404054185	244190	BADGER MTN LEASE FOR CITY CELL	\$18.36
	P057396	404054187	244337	BADGER MTN LEASE FOR CITY CELL	\$525.00
OXARC INC		R478588	244112	CYLINDER RENTAL-MAR	\$15.51
PARADISE BOTTLED WATER CO		03/17-WWTP	244113	BOTTLED WATER-MARCH	\$72.46
PLATT ELECTRIC SUPPLY		L632574	244379	BRAM-PUMP#3	\$99.46
PUMPTECH INC		0115196-IN	244115	REPR LBR GRUNDFOS PMP OSG	\$201.70
RICHARDSON, WHITNEY		030117	244041	REIMB OPERATOR IN TRAINING	\$148.00
RICHLAND ACE HARDWARE		55936	244385	2-WAY RADIO	\$45.60
SIGMA-ALDRICH INC		541382663	244124	PROFICIENCY TESTING	\$457.75
		5413938830		E COLI IN WATER-WWTP LAB	\$174.68
SOLENIS LLC	P057740	131145971	244399	POLYMER, PRAESTOL K260FL, IN 1	\$2,735.63
	P057740			ADJUST FOR TAX	\$0.01
	P057740			POLYMER, PRAESTOL K295FL, IN 1	\$2,735.63
STEWART, ROBERT		17-115 STEWART	244053	17-115 WA OPERATOR WORKSHOP	\$110.00
TACOMA SCREW PRODUCTS INC		22158508-	244221	OVERPAYMENT CREDIT	(\$0.94)
UNITED PARCEL SERVICE	S017383	000986641157	244227	NDA PKG TO ALS FOR WWTP OPS	\$42.46
USA BLUEBOOK		212684	244133	AMT 3' DIAPHRAGM PUMP	\$1,946.98
		217770		HARNESS/LANYARD/KNEELING PADS	\$610.00
		220854	244419	NOZZLE/HOSE/PRESSURE WASHER	\$1,447.65
XEROX CORPORATION		088719451	244141	MX4-749822 BASE/PRINTS- MAR	\$282.93
SEWER OPERATIONS TOTAL ****					\$42,500.02
Division:	423	SEWER MAINTENANCE			
AT&T WIRELESS		03/17-2872432888	244149	287243288881 02/27-03/26/17	\$42.95
BANK OF AMERICA		TXN00031949	244249	AMAZON MKTPLACE PMTS - LED SPO	\$39.98
		TXN00031961		AMAZON MKTPLACE PMTS - RARE EA	\$18.72
		TXN00032031		BROADMOOR RV SUPERSTORE - SS S	\$99.89
		TXN00032056		TACOMA SCREW PRODUCTS PA - NI	\$27.41



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00032128	244249	IN GLASS NOOK INC - PLEXIG PR	\$10.86
		TXN00032211		THELASTGLUE - WW SHOPS SMALL G	\$64.90
		TXN00032269		AMAZON MKTPLACE PMTS - O-RING	\$99.89
		TXN00032365		THE HOME DEPOT #4746 - CABINET	\$715.67
		TXN00032369		THE HOME DEPOT #4746 - JEFFERS	\$670.06
CH2O INC		254241	243973	BOILER TESTING-MAR 17 BW LABOR	\$64.49
IRRIGATION SPECIALISTS INC		1199737-02	244350	SUCTION SCREEN	\$56.72
RICHLAND NAPA		382280	244118	CLEANER/BULBS VEH 3255	\$17.12
		383455	244387	SAE 10W-30 OIL	\$6.39
STONEWAY ELECTRIC SUPPLY		S101949932.001	244220	PHILIPS BULBS	\$8.49
		S101983300.001	244404	HUBS/SQR WASHER/BOLT/NUT	\$190.40
TACOMA SCREW PRODUCTS INC		22167605	244221	PIC-A-DRAWER ASST	\$228.68
		22167704		PIC-A-DRAWER ASST-RETURN	(\$228.68)
		22170573	244126	SHRINK TUBE	\$5.33
		22171476		NITRILE GLOVES/DRILL BITS	\$52.41
		22171706		BODY HARNESS/LANYARD	\$111.64
		22171716		PIPE FITTING	\$5.08
		22171822		OETIKER CLAMP ASSORTMENT	\$77.24
THE DRAIN SURGEON		36651	244056	SNAKE LINE-1528/1532 MCPHERSON	\$381.46
		36757	244409	SNAKE LINE 1419 VAN GIESEN	\$317.66
UTILITIES UNDERGROUND LOCATION CENTER		7030199	244069	UTILITIES LOCATE SERVICE	\$57.24
SEWER MAINTENANCE TOTAL ****					\$3,142.00
WASTEWATER UTILITY FUND Total ***					\$105,252.87
FUND	404	SOLID WASTE UTILITY FUND			
Division:	000				
WASTEWORCS REFUND		11834WW	244015	REFUND WW ACCT# 11834	\$166.54
		11848WW	244058	REFUND WW ACCT# 11848	\$45.00
		11861WW	243979	REFUND WW ACCT #11861	\$1,425.58
UNASSIGNED TOTAL ****					\$1,637.12
Division:	430	CAPITAL PROJECTS			
PARAMETRIX INC	P056302	01-78686	244377	LANDFILL CONTAMINATION ASSESSM	\$3,419.15
CAPITAL PROJECTS TOTAL ****					\$3,419.15
Division:	432	SOLID WASTE COLLECTION			
BIOSH		3721-B	243964	DOT EXAMS-CDL CERT	\$160.00
CITY OF RICHLAND		03/2017 MAR	244163	CITY UTILITY BILLS/MAR 2017	\$196.25
CLAYTON WARD COMPANY		115001	244167	2017 DROP BOX RECYCLING SERVIC	\$7,000.00
		115003		CURBSIDE RECYCLING-FEBRUARY	\$4,120.17
		122501		PAPER RECYCLING- FEB 2017	\$300.00
		122502		2017 DROP BOX RECYCLING SERVIC	\$10,200.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CLAYTON WARD COMPANY		122601	244167	CURBSIDE RECYCLING-MARCH	\$4,158.32
GTP INVESTMENTS LLC	P057396	404054185	244190	BADGER MTN LEASE FOR CITY CELL	\$10.94
	P057396	404054187	244337	BADGER MTN LEASE FOR CITY CELL	\$312.50
SOLID WASTE COLLECTION TOTAL ****					\$26,458.18
Division:	433	SOLID WASTE DISPOSAL			
BANK OF AMERICA		TXN00031777	244249	STAPLES - STAMP	\$56.83
		TXN00031858		HI-VIZ SAFETY WEAR/CLASS 2 VES	\$99.65
		TXN00032110		STAPLES - PAPER, OFFICE CLEANI	\$117.67
		TXN00032258		ACT SWANA Symposium - JMARLOW	\$450.00
		TXN00032278		TULALIP CASINO HOTEL F - J MAR	\$165.79
BLAIR, JEANNETTE		FEB-MAR 2017	244158	BLAIR- MILEAGE FEB-MAR 2017	\$116.52
BLUEROOM		2239151	244159	POL SERVICE-LANDFILL-MAR 2017	\$81.00
CITY OF RICHLAND		03/2017 MAR	244163	CITY UTILITY BILLS/MAR 2017	\$2,969.19
CONNELL OIL INC		0176139-IN	244174	TAC GREASE	\$142.16
COYOTE RIDGE CORRECTIONS CENTER		CRCC1702.416	244178	WORK CREW FEBRUARY 2017	\$178.83
FAIRBANKS SCALES INC		1325617	244182	PRINTER MAINTENANCE	\$491.38
MITCHELL, FRANK		MAR 2017	244199	MITCHELL-MILEAGE MAR 2017	\$33.71
ORRCO		396132	244029	USED OIL TESTING/PICK-UP/HAUL	\$150.00
PARADISE BOTTLED WATER CO		03/17-LANDFILL	244205	BOTTLED WATER-MARCH	\$94.97
XEROX CORPORATION		088719452	244141	LX5-694777 BASE/PRINTS-MAR	\$225.26
SOLID WASTE DISPOSAL TOTAL ****					\$5,372.96
SOLID WASTE UTILITY FUND Total ***					\$36,887.41
FUND	405	STORMWATER UTILITY FUND			
Division:	441	STORMWATER			
BANK OF AMERICA		TXN00032074	244249	HOME DEPOT/SAFETY CONE 18"	\$162.57
BEAVER BARK & ROCK		799788	244089	GRAVEL	\$78.15
CITY OF KENNEWICK	P057738	012817	243975	WATER ON WHEELS - STORMWATER	\$2,684.80
CITY OF RICHLAND		03/2017 MAR	244163	CITY UTILITY BILLS/MAR 2017	\$336.13
		03/2017-16	243976	VACTOR LANDFILL FEES MARCH	\$505.31
HD SUPPLY WATERWORKS LTD		G913727	244341	12 ADS PREM SPLIT CPLG	\$144.57
HERC RENTALS INC		29184101-001	244105	ASPHALT CUTTER/CONCRETE PUSH	\$92.31
		29202058-001	244344	DUMP TRUCK RENTAL	\$1,721.31
STORMWATER TOTAL ****					\$5,725.15
STORMWATER UTILITY FUND Total ***					\$5,725.15
FUND	407	MEDICAL SERVICES FUND			
Division:	121	AMBULANCE			
BANK OF AMERICA		TXN00031955	244249	CHARTER - STA INTERNET FEES	\$83.73
CARDINAL HEALTH 411 INC		1827926	244303	SOLU-MEDROL/GLUCAGEN	\$628.07



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CARDINAL HEALTH 411 INC		1907785	244303	QUELICIN/NALOXONE/GLUCAGEN	\$1,059.17
CHAPLAIN SERVICES NETWORK		RFD-03312017	243974	CHAPLAIN SRVCS JAN-MAR 2017	\$1,338.75
CITY OF RICHLAND		03/2017 MAR	244163	CITY UTILITY BILLS/MAR 2017	\$779.39
COLUMBIA BASIN COLLEGE	P057770	01-003035	244099	PARAMEDIC STUDENT BOOKS (WALLI	\$117.29
	P057770	01-006446		PARAMEDIC STUDENT SCRUBS & POL	\$136.51
	P057770	01-006561		PARAMEDIC STUDENT SCRUBS & POL	\$136.51
	P057770	01-006737		PARAMEDIC STUDENT SCRUBS & POL	\$136.51
	P057770	01-006739		PARAMEDIC STUDENT SCRUBS & POL	\$136.51
	P057770	27749		PALS COURSE - WINTER QTR '17	\$50.40
	P057770	27769		ADVANCED AIRWAY - WINTER QTR '	\$151.20
COLUMBIA INDUSTRIES SUPPORT LLC		0047803	244309	ON SITE SHREDDING WO #0073322	\$31.42
OXARC INC		39076PP	244031	MEDICAL OXYGEN	\$42.11
		39760PP		MEDICAL OXYGEN	\$53.25
		40354PP		MEDICAL OXYGEN	\$76.54
PARADISE BOTTLED WATER CO		03/17-FIRE ST 72	244032	BOTTLED WATER-MARCH	\$23.38
		03/17-FIRE ST 74		BOTTLED WATER-MARCH	\$29.48
PHYSIO-CONTROL INC		117026019	244034	CARRY BAG FOR LIFEPAK 15	\$348.01
PUBLIC SAFETY TESTING INC		2017-7445	244381	1ST QTR 2017 SUBSCRIPTION FEES	\$128.90
RICHLAND ACE HARDWARE		55643	244042	READING LAMP BULB	\$9.76
STERICYCLE INC		3003777782	244403	BIO WASTE DISPOSAL FEE	\$36.67
		3003800223		BIO WASTE DISPOSAL FEE	\$47.03
AMBULANCE TOTAL ****					\$5,580.59
MEDICAL SERVICES FUND Total ***					\$5,580.59
FUND 408	BROADBAND FUND				
Division:	460	BROADBAND ADMINISTRATION			
CITY OF RICHLAND		03/2017 MAR	244163	CITY UTILITY BILLS/MAR 2017	\$226.52
BROADBAND ADMINISTRATION TOTAL ****					\$226.52
BROADBAND FUND Total ***					\$226.52
FUND 501	CENTRAL STORES FUND				
Division:	000				
GRAINGER	P057768	9410592639	244336	HARD HAT, WIDE BRIM, ORANGE,	\$354.31
	P057768			HARD HAT, WIDE BRIM, WHITE,	\$354.31
INSIGHT DISTRIBUTING INC	P057696	0287888	244348	BAG PLASTIC 30 GAL 20"X13"X40"	\$3,048.40
	P057696			BAG PLASTIC 7.5 GAL 15"X9"X24"	\$2,176.87
	P057696			BAG PLASTIC 55 GAL 21"X15"X60"	\$10,687.80
UNASSIGNED TOTAL ****					\$16,621.69
CENTRAL STORES FUND Total ***					\$16,621.69



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 502		EQUIPMENT MAINTENANCE FUND			
Division: 214		EQUIPMENT MAINTENANCE			
A & E TOWING LLC		2916	244237	TOW CHARGE VEH 3309 WO 46360	\$472.41
AMERICAN RADIATOR INC		AA099430	244243	RAID REPR VEH 3285 WO 45984	\$195.48
		AA099457		REBLD SOLDER VEH 3292 WO 46246	\$412.68
ATOMIC AUTO BODY INC		31057	244247	BODY REPAIR VEH 3256 WO 46378	\$1,708.50
		31630	243956	REPAIR VEH 2417 WO 46271	\$1,536.34
		31690	244150	BUMP REPAIR VEH 2415 WO 46283	\$991.04
BANK OF AMERICA		TXN00031821	244249	VALIN CORP/PUMP PISTON	\$3,451.84
		TXN00031917		AMAZON - VEH9500 CARBON MONOXI	\$626.08
		TXN00031918		ASSURED - VEH5042 SIDE SWEEP V	\$138.90
		TXN00031921		ASSURED - VEH5042 SIDE SWEEP V	\$362.00
		TXN00031950		OFFICEDEPOT - OFFICE PAPER	\$182.42
		TXN00031959		HOME DEPOT - VEH7152 ADHESIVE	\$34.62
		TXN00031988		HOME DEPOT - SCREWS + ANCHORS	\$64.48
		TXN00031993		WA DOL - LIC PLATE FEE	\$2.00
		TXN00032001		WA DOL - LIC SVC FEE	\$14.75
		TXN00032107		OFFICEDEPOT - RUBBERBANDS	\$43.39
		TXN00032200		WA DOL - VEH4166 LIC FEE	\$2.00
		TXN00032202		AM EAGLE MUFFLER - VEH2343 MUF	\$363.81
		TXN00032216		WA DOL - VEH4166 LIC FEE	\$40.75
		TXN00032337		HARBORFREIGHT - VEH2462 HITCH	\$19.54
BIOSH		3721-B	243964	DOT EXAMS-CDL CERT	\$50.00
BUSH CAR WASH		4008	244298	VEHICLE WASHES-MARCH	\$77.00
CASCADE FIRE EQUIPMENT CORP DBA		120840	244304	LOCK PLUG VEH 5039 WO 46279	\$104.52
CENTRAL HOSE & FITTINGS INC		455064	243971	HYD HOSE VEH 7146 WO 46220	\$77.46
		456284	244305	HYD HOSE VEH 3331 WO 46357	\$174.52
CITY OF RICHLAND		03/2017 MAR	244163	CITY UTILITY BILLS/MAR 2017	\$3,378.64
COAST CRANE COMPANY		DI/084726	243981	STOW GUARD VEH 3252 WO 46233	\$4,006.57
		DI/085272	244169	STOW GUARD VEH 3253 WO 46238	\$3,507.39
COLEMAN OIL COMPANY		0437760-IN	244170	LANDFILL DIESEL DYED	\$2,086.90
		0438602-IN		LANDFILL DIESEL DYED	\$3,177.24
		CL79781		CARD LOCK FUEL 04/03-04/09/17	\$13,347.24
		CL81114		CARD LOCK FUEL 04/10-04/16/17	\$13,258.96
CONNELL OIL INC		C169440-IN	244174	LUBE PRODUCTS	\$1,115.41
CORWIN OF PASCO LLC		396605	243985	BRAKE LINING VEH 2420 WO 46256	\$125.32
		3967080	244314	COVER VEH 1383 WO 46335	\$15.10
		396987	244177	KIT VEH 3329 WO 3329	\$23.35
		397079	244314	GLOVE BOX VEH 2444 WO 46334	\$325.34
FAST SIGNS		139-54930	244183	VEH NUMBERS VEH 4117 WO 46332	\$27.15



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FAST SIGNS		139-55007	243993	VEH NUMBERS VEH 7158 WO 46262	\$27.80
		139-55025	244324	VEH NUMBERS VEH 3404 WO 46333	\$129.56
FASTENAL COMPANY		WARIC64391	243994	PLASTIC KIT VEH 3338 WO 46302	\$31.18
		WARIC64472	244184	BEARING VEH 7140 WO 46204	\$24.08
GENUINE AUTO GLASS OF TRI CITIES LLC		620100	244331	WS REPAIR VEH 3240 WO 46372	\$32.58
		620415	244188	WS REPAIR VEH 2463 WO 46286	\$32.58
		620416		WINDSHIELD VEH 2387 WO 46318	\$214.16
J & L HYDRAULICS INC		00049044	244003	VEH 3212 WO 46170	\$11.77
JIM'S PACIFIC GARAGES INC		R100009733	244006	ELECT REPAIR VEH 3321 WO 46234	\$595.66
		X100059097:02		CLAMP VEH 3248 WO 45630	\$178.04
		X100063735		RTN SW VEH 3321	(\$29.66)
		X100068743		DRUM VEH 3248 WO 45630	\$279.36
		X100069059		HYD PMP GSKT VEH 3212 WO 46170	\$6.54
		X100069092		PINION NUT VEH 3248 WO 46022	\$22.81
KENWORTH SALES COMPANY		PASCM11370896	244194	CORE RETURN	(\$67.88)
		PASIN2255035		BATT SWITCH VEH 3213 WO 46201	\$39.69
		PASIN2265617		BATT SWITCH VEH 3312 WO 45856	\$126.48
KOOL SHADES WINDOW TINTING		859364	244010	WINDOW TINT VEH 3336 WO 46144	\$271.50
MCCURLEY CHEVROLET		433886	244017	INTAKE GSKT VEH 3264 WO 45957	\$1,006.50
		434119		DETAIL VEH 2362 WO 46272	\$285.62
		435648		REPAIR VEH 3257 WO 46261	\$655.00
		435649	244363	DETAIL VEH 3287 WO 46365	\$247.55
		435804	244017	DETAIL VEH 3235 WO 46268	\$58.64
		921158		DEXOS OIL	\$1,691.90
		921330		4BELT KIT VEH 3288 WO 46128	\$107.24
		921748	244198	HANDLE VEH 3302 WO 45958	\$5.98
MOBILE FLEET SERVICE INC		1270900033	244023	PWR STR PMP VEH 3222 WO 46211	\$788.36
		1270900034		LAMP VEH 3320 WO 46230	\$69.44
		1270940037	244366	GASKET VEH 3222 WO 46211	\$6.99
		1270950038	244023	INDICATOR VEH 3230 WO 46258	\$114.71
		1270960057		STRING SHAFT VEH 3222 WO 46211	\$480.76
		1270970078	244366	GRILL VEH 3212 WO 46170	\$568.27
MONARCH MACHINE & TOOL CO INC		A189374	244367	STEEL PLATE VEH 3213 WO 46282	\$26.67
		F189290	244024	VEH 4127 WO 46035	\$132.06
OXARC INC		F349260	244031	AMRX BRACKET VEH 7157 WO 46099	\$37.47
		R478591		CYLINDER RENTAL- MARCH	\$158.47
PAPE' MATERIAL HANDLING		7773309	244204	HYDRAULIC VEH 4000 WO 46322	\$93.57
		80049070		REPAIR VEH 7127 WO 45579	\$539.10
RDO EQUIPMENT CO		P38759	244038	WHEEL KIT VEH 6595 WO 46184	\$95.29
		P38760		FILTERS VEH 6595 WO 45880	\$187.11
		P39800		PARTS VEH 6589 WO 46304	\$274.17



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RDO EQUIPMENT CO RICHLAND NAPA		P40051	244382	TIRE/RIM VEH 6589 WO 46304	\$349.97
		382984	244387	PIG MAT VEH 3280 WO 46136	\$389.65
		383568		WRENCH VEH 3212 WO 46170	\$13.09
		383706		FILTER VEH 2420 WO 46255	\$16.55
		383796		FILTER VEH 9500 WO 46270	\$23.74
		383858		FILTER VEH 3235 WO 46267	\$17.44
		383906		LIGHT VEH 3205 WO 46273	\$9.69
		383921		ELE PARTS VEH 6410 WO 46269	\$131.94
		383926		COULPER VEH 3292 WO 46246	\$18.86
		383927		COULPER VEH 3335 WO 46175	\$62.88
		383946		FILTER VEH 2408 WO 46276	\$17.07
		383971		BU ALARM VEH 3312 WO 46277	\$82.70
		383972		HOSE VEH 800 WO 46306	\$87.39
		383982		SWITCH VEH CREDIT WO CREDIT	(\$47.25)
		383993		COOLANT VEH 3336 WO 46284	\$155.70
		383995		COOLANT VEH CREDIT WO CREDI	(\$12.48)
		384016		BELT VEH CREDIT WO CREDIT	\$27.30
		384039		GAGE VEH 6585 WO 46242	\$27.14
		384040		THREADLOC VEH 2408 WO 46285	\$46.76
		384041		GLOVES VEH 3213 WO 46201	\$24.25
		384068		WIPER VEH 3287 WO 46236	\$20.62
		384069		WIRE VEH 2341 WO 46299	\$16.82
		384071		LIGHTS VEH 2419 WO 45892	\$43.40
		384135		FILTER VEH 6589 WO 45972	\$36.62
		384136		FILTER VEH 6589 WO 45972	\$36.62
		384154		BELT VEH CREDIT WO CREDIT	(\$27.30)
		384226		SENSOR VEH 2350 WO 46308	\$59.60
		384243		BATTERY VEH 2350 WO 46308	\$19.05
		384275		FILTER VEH 2432 WO 46315	\$20.37
		384295		10W30 OIL VEH 6589 WO 46304	\$39.88
		384365		DRUM VEH 3213 WO 46282	\$230.76
		384369		FITTING VEH 5036 WO 46324	\$12.42
		384380		FITTING VEH 5036 WO 46324	\$6.21
		384412		DRUM VEH 3213 WO 46282	\$230.76
		384442		BRAKE KIT VEH 3213 WO 46282	\$20.61
		384486		FILTERS VEH 7116 WO 45976	\$94.10
		384509		FILTER VEH 3212 WO 46282	\$12.34
		384549		SG BLA VEH 3213 WO 46282	\$12.68
		384557		FILTER VEH 7069 WO 45873	\$14.62
		384598		WIRE VEH 3264 WO 46359	\$16.82
		384599		WIRE VEH 2343 WO 46350	\$16.82



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RICHLAND NAPA		384634	244387	FILTER VEH 2410 WO 46348	\$21.20
		384637		BELT VEH 2410 WO 46348	\$55.14
		384643		WIPER VEH 2410 WO 46348	\$41.25
		384669		FILTER VEH 7117 WO 45977	\$77.20
		384759		SOLENOID VEH 3286 WO 46226	\$37.67
		384772		BATTERY VEH 6539 WO 46364	\$114.88
		384809		BATTERY VEH 7118 WO 46358	\$118.85
RIVER CITY TOWING INC	15429		244391	TOW CHARGE VEH 2432 WO 46329	\$48.87
RMT EQUIPMENT	T54380		244046	BRAKE KIT VEH 7137 WO 46088	\$423.52
	T54753			SEAT PAD VEH 7137 WO 46311	\$286.74
ROUTEWARE INC	98206		244393	CAMERA VEH 3315 WO 46356	\$470.25
ROWAND MACHINERY CO	225762		244394	GAS OPERAT VEH 7109 WO 46352	\$80.51
	225763			HY-GARD VEH 7117 WO 45977	\$156.38
RWC INTERNATIONAL LTD	31911Y		244049	ELEMENT VEH 5042 WO 46235	\$40.29
SOLID WASTE SYSTEMS INC	0094110-IN		244051	DOOR SEAL VEH 7152 WO 45851	\$914.28
SPECIAL ASPHALT PRODUCTS INC	INVC073569		244052	INLET VALVE VEH 6585 WO 46242	\$1,080.33
SUMMIT HYDRAULICS, INC	14685		244405	REPR CYLIND VEH 3212 WO 46170	\$2,063.40
TACOMA SCREW PRODUCTS INC	22167317		244221	DOT FITTINGS	\$809.23
	22172853		244055	SCREWS/NUTS VEH 7141 WO 46213	\$101.23
	22172854			GLOVE VEH 7141 WO 46213	\$24.10
	22172855			SCREWS/NUTS VEH 7141 WO 46213	\$229.70
TIRE FACTORY INC	03-120966		244223	SERVICE CALL VEH 6000 WO 46247	\$415.39
	03-121324		244059	WHEEL SWITCH VEH 3244 WO 46254	\$10.86
	03-121352			TIRES VEH 3267 WO 46231	\$627.63
	03-121412			TIRE SWAP VEH 2451 WO 46251	\$106.21
	03-121414			TIRES VEH 1206 WO 46249	\$352.67
	03-121419			TIRES VEH 1210 WO 46248	\$624.37
	03-121436			TPMS SENSOR VEH 1210 WO 46248	\$46.16
	03-121442			WHEEL CHG VEH 2324 WO 46250	\$82.32
	03-121479			ALLIGTR CAPS VEH 6000 WO 46253	\$67.88
	03-121481			TIRE SWAP VEH 5044 WO 46252	\$24.44
	03-121551			LUG NUT CVR VEH 2325 WO 46305	\$55.67
	03-121575			RPLC RUNOUTS VEH 3309 WO 46274	\$61.90
	03-121622		244411	TIRES VEH 6589 WO 46304	\$389.10
	03-121623			TIRE VEH 7145 WO 46281	\$59.78
	03-121624			TIRE VEH 6566 WO 46340	\$110.17
	03-121641			TIRE REPAIR VEH 6600 WO 46337	\$18.41
	03-121660			TIRES VEH 2432 WO 46315	\$170.99
	03-121683			TIRES VEH 3277 WO 46309	\$322.85
	03-121700			TIRE VEH 3329 WO 46314	\$483.66
	03-121701			TIRE VEH 2442 WO 46338	\$175.23



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TIRE FACTORY INC		03-121725	244411	SRVC CALL VEH 4149 WO 46339	\$611.25
		03-121727		RETURN TIRES VEH 6589 WO 46304	(\$73.52)
		03-121735		FLAT REPAIR VEH 3315 WO 46336	\$38.55
		03-121750		FLAT REPAIR VEH 6561 WO 46320	\$17.10
TITAN TRUCK EQUIPMENT		1167682	244060	TARP ASSY VEH 3287 WO 46236	\$829.98
		1169712	244224	TOGGLE SWTCH VEH 3328 WO 46096	\$117.47
		1169743		WIRE HARNESS VEH 3328 WO 46096	\$475.70
		1171340	244412	SWITCH VEH 3329 WO 46275	\$82.84
TOM DENCHEL FORD		55176	244225	SEAT COVER VEH 3329 WO 46319	\$179.19
US LINEN & UNIFORM		1936481	244067	UNIFORM SERVICES	\$66.68
		1939975		UNIFORM SERVICES	\$69.72
		1943570		UNIFORM SERVICES	\$69.72
		1947067		UNIFORM SERVICES	\$69.72
		S1936270		SHOULDER EMBLEMS	\$325.33
		S1936271		SHOULDER EMBLEM	\$100.59
		H272757	244426	WIN REGULATR VEH 3312 WO 45856	\$328.61
		H273892	244077	CORE RTN VEH 3212	\$78.19
WESTERN PETERBILT INC		H274092		CORE CREDIT VEH 3212	(\$78.19)
		H274579		BRAKE KIT VEH 3248 WO 45630	\$275.00
		H274580		CORE CHARGE VEH 3248	\$156.38
		H274621		CORE RETURN VEH 3248	(\$156.38)
		H274761		FREIGHT VEH 3336 WO 46144	\$23.89
		H274764		FREIGHT VEH 3336 WO 46144	\$23.89
		H274915	244426	B/O RELEASE VEH 3312 WO 45856	\$70.35
		H274967	244077	BIG SWITCH VEH 3290 WO 46300	\$152.89
		H275063	244233	SCREW VEH 3336 WO 46144	\$33.45
		H275085		HUB CAP VEH 3333 WO 46005	\$17.77
		H275145		BRAKE KIT VEH 3213 WO 46282	\$144.20
		H275146	244426	CORE RETURN VEH 3213	\$97.74
		H275223		BRAKE KIT VEH 3213 WO 46282	\$145.50
		H275224		CORE CHG VEH 3213	\$78.19
		H275292		CORE RETURN VEH 3311	(\$78.19)
		H275324		CORE CREDIT VEH 3213	(\$97.74)
		H275432		CORE CREDIT VEH 3213	(\$78.19)
		PA24760		ABS PROGRAM VEH 3213 WO 46363	\$191.53
WESTERN STATES EQUIPMENT COMPANY		CN002138	244234	CREDIT A/C CHARGE VEH 7138	(\$503.36)
		IN000296805	244079	ELEMENT VEH 7138 WO 46232	\$478.71
		IN000303299		GAGE VEH 7090 WO 46237	\$47.26
		IN000304586		CONE/SEAL VEH 7113 WO 46197	\$160.00
		IN000305754		SHAFT VEH 7113 WO 46197	\$252.43
		IN000307126	244234	SPROCKET VEH 7113 WO 46197	\$817.91



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESTERN STATES EQUIPMENT COMPANY		IN000307156	244234	COUPLING VEH 3309 WO 46216	\$54.86
		IN000307160		COUPLING VEH 3212 WO 46170	\$68.68
		IN000309985		A/C CHARGE VEH 7138	\$503.36
		IN000310556	244427	PARTS VEH 7090 WO 46237	\$37.18
		IN000311729		TUBE AS VEH 7090 WO 46237	\$416.11
		IN000311735		TUBE A VEH 7090 WO 46237	\$261.34
		IN000320850		HYD REPAIR VEH 7131 WO 46382	\$3,587.22
		IN000321870		PRESS SENSOR VEH 7138 WO 46381	\$958.98
WESTERN SYSTEMS & FABRICATION INC	18623		244235	HYD PUMP VEH 3320 WO 46230	\$1,144.07
	18649		244428	REBLD CYLIND VEH 3311 WO 46331	\$1,332.99
	18650			STAGE CYLIND VEH 3296 WO 46330	\$927.64
EQUIPMENT MAINTENANCE TOTAL ****					\$93,729.77
EQUIPMENT MAINTENANCE FUND Total ***					\$93,729.77
FUND 503	EQUIPMENT REPLACEMENT FUND				
Division:	215	EQUIPMENT REPLACEMENT			
ATLANTIC MACHINERY INC	P056911	81771	244246	2016 VAC-CON COMBINATION JET/V	\$472,277.79
CORWIN OF PASCO LLC	P057440	308861	244177	ONE NEW 2017 FORD INTERCEPTOR	\$28,518.00
	P057440			LICENSE AND DOC FEE	\$103.25
	P057440			SALES TAX @ 8.6%	\$2,452.55
	P057445	308873		SALES TAX	\$2,693.95
	P057445			LICENSE AND DOC FEE	\$103.25
	P057445			ONE NEW 2017 FORD INTERCEPTOR	\$31,325.00
	P057451	238343	244375	SALES TAX @ 8.6%	\$6,927.32
PAPE' MATERIAL HANDLING	P057451			2017 HYSTER FORKLIFT MODEL H15	\$80,550.27
EQUIPMENT REPLACEMENT TOTAL ****					\$624,951.38
EQUIPMENT REPLACEMENT FUND Total ***					\$624,951.38
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING			
ABADAN INC		ARIN072131	243950	ASBUILTS	\$79.44
AT&T WIRELESS		03/17-2872432888	244149	287243288881 02/27-03/26/17	\$62.68
				287243288881 02/27-03/26/17	\$93.02
BANK OF AMERICA		TXN00031772	244249	WSU CONF MGMT - stormwtr conf	\$85.00
		TXN00031782		LU LU CRAFT BAR & KI - Derek D	\$38.58
		TXN00031793		FRED-MEYER #0286 - SD CAMERA C	\$16.28
		TXN00031806		AMAZON MKTPLACE PMTS - TAPE ME	\$90.10
		TXN00031832		HARBOR FREIGHT TOOLS 49 - CART	\$18.44
		TXN00031947		BENTON CO AUDITOR - Panera Bre	\$255.23
		TXN00031975		STAPLES - 78a Toner	\$70.35



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00032009	244249	BASIN DEPARTMENT STORE - rubbe	\$17.37
		TXN00032015		WA PROFESSIONAL LICENSE - J.MA	\$116.00
		TXN00032109		STAPLES -WIPES, FLAGS, MARKERS	\$166.49
		TXN00032121		STERLING'S RESTAURANT - PW DIR	\$17.11
		TXN00032194		AMERICAN PUBLIC WORKS - JOB PO	\$295.00
		TXN00032221		STAPLES - flash drives	\$40.95
		TXN00032226		BOXWOOD TECHNOLOGY - JOB POSTI	\$495.00
		TXN00032236		Fiesta Mexican Restaurant - WT	\$21.35
		TXN00032257		ALASKA AIR 0277958992750 - RO	\$364.80
		TXN00032341		PNWS AWWA - WILLIAMSON CONF	\$360.00
		TXN00032347		SAFEWAY STORE00003335 - NOGA	\$10.38
		TXN00032368		DELTA AIR 0062179351880 - RO	\$547.20
BENTON COUNTY TREASURER	3513	243961		BC IMAGES-MARCH 2017	\$4.00
BENTON FRANKLIN WALLA WALLA COUNTIES	2017 DUES	243962		BFWWC 2017 DUES	\$75.00
CITY OF RICHLAND	03/2017 MAR	244163		CITY UTILITY BILLS/MAR 2017	\$1,072.13
IMT INC	8306	244346		RANCHO DEL RAY #9 M17058	\$312.50
	8316			W VILLAGE PH 1 M16472	\$640.50
	8350			WHITE BLUFFS PHASE 4 M17028	\$433.50
PENWELL, DAN	041117	244206		REIMB EXCISE TAX FEES	\$40.80
ROGALSKY, PETER	17-078 ROGALSKY	244047		17-078 SWANAPALOOZA 2017	\$234.08
WA STATE DEPT OF TRANSPORTATION	02678CN	244083		SIGNAL TIMING CONCEPTS	\$75.00
WATER SOLUTIONS INC	15649	244073		3 WTR MACHINES - APR 2017	\$76.01
XEROX CORPORATION	088719477	244084		LX5-690835 BASE/PRINTS MARCH	\$166.15
	088719478			LX5-692207 BASE/PRINTS- MARCH	\$72.98
	088719479			MX4-343197 BASE/PRINTS MARCH	\$371.40
PW ADMIN & ENGINEERING TOTAL ****					\$6,834.82
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$6,834.82
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
THE CICOTTE LAW FIRM, PLLC	4237	244408		PLAN COMPLIANCE REVIEW	\$6,147.00
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$6,147.00
HEALTH CARE/BENEFITS PLAN Total ***					\$6,147.00
FUND 522	POST EMP HEALTHCARE PLAN				
Division:	224	POST EMPLOYMENT BENEFITS PRGM			
HEALTHCARE ACTUARIES LLC	2017024	244000		GASB ACTUARIAL STUDIES	\$5,625.00
POST EMPLOYMENT BENEFITS PRGM TOTAL ****					\$5,625.00
POST EMP HEALTHCARE PLAN Total ***					\$5,625.00



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 611		FIREMAN'S PENSION			
Division:	216	FIRE PENSION			
WA STATE LEOFF EDUCATION ASN		2017 WSLEA	244071	CONF REGISTRATION-RONEY	\$400.00
				FIRE PENSION TOTAL ****	\$400.00
				FIREMAN'S PENSION Total ***	\$400.00
FUND 632		UPTOWN BUSINESS IMP DISTRICT			
Division:	000				
RICHLAND DOWNTOWN BUSINESS IMPROVEMNT		DBID Q1 2017	244212	DBID Q1 2017 PAYMENT	\$3,524.70
UPTOWN BUSINESS IMPROVEMENT DISTRICT		UBID Q1 2017	244229	UBID Q1 2017 PAYMENT	\$2,775.00
				UNASSIGNED TOTAL ****	\$6,299.70
				UPTOWN BUSINESS IMP DISTRICT Total ***	\$6,299.70
FUND 641		SOUTHEAST COMMUNICATIONS CTR			
Division:	600	SECOMM OPERATIONS GENERAL			
BANK OF AMERICA		TXN00031791	244249	VERIZON/CELL PHONE ACCESSORIES	\$157.27
		TXN00031845		STAPLES/FIRST AID KITS	\$27.56
		TXN00031864		WAL-MART #3261\WATER AND CANDY	\$26.92
		TXN00031919		IDENTISYS INC. - Credit\LAST P	(\$0.84)
		TXN00032008		THE HOME DEPOT #4746\glue and	\$10.55
		TXN00032060		ESS-EMP BACKGROUND CHECK	\$38.25
		TXN00032275		SQ HARRINGTON'S TR\PLAQUE FOR	\$204.71
		TXN00032339		ESS-EMPLOYEE BACKGROUNDS	\$116.50
		TXN00032340		PSTC - 911 CARES/PUBLIC SAFETY	\$236.95
		TXN00032351		OFFICE DEPOT #1078\COMBINATION	\$57.56
		TXN00032352		OFFICE DEPOT #1078\DRY ERASE M	\$18.35
CENTURYLINK		0417/509-786-2112	244307	GENERAL 04/6-05/5/17	\$93.84
CITY OF RICHLAND		4284561	244163	BCES UTILITY SRVC 03/01-4/03	\$2,434.47
CORPORATE TRANSLATION SERVICES INC		104432	243984	TRANSLATION SRVCS-MAR 2017	\$161.42
DEVRIES BUSINESS SERVICES		0085357	243987	SHREDDING SRVCS-03/23/17	\$4.09
FRONTIER		04/17 2061882381	244328	GENERAL 04/10-05/09/17	\$242.37
		04/17 5096281472	244186	GENERAL FOR 04/04-05/03/2017	\$69.47
		04/17 5096282600	244328	LONG DISTANCE 04/10-05/9/17	\$982.06
		04/17 5096282609	243996	GENERAL 03/25-04/24/17	\$429.07
MOON, TAE-IM PHD		040117	244110	PSYCH EVALUATION-CANNON	\$400.00
ON SCENE MEDICAL SERVICES, P.C.		00023	244371	PRE EMP-PHYS/VAC/HEARING/RESP	\$235.00
POCKETINET COMMUNICATIONS INC		182883	244036	WIRELESS TRNSPRT/INTERNET-MAY	\$268.28
SMARSH, INC.	P057448	INV00218895	244398	TEXT ARCHIVING - CJIS REQ	\$309.11
VERIZON WIRELESS		9783382900	244422	CELL PHONES 03/7-04/6/17	\$221.95
WATER SOLUTIONS INC		15694	244073	WATER FILTRATION 4/7-5/6/17	\$33.67



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		088719472	244084	MX4-322159 BASE/PRINTS MARCH	\$106.47
SECOMM OPERATIONS GENERAL TOTAL ****					\$6,885.05
Division:	601	E911 OPERATIONS			
BANK OF AMERICA		TXN00031771	244249	ACT Washington APCO/LETTRICK S	\$260.00
		TXN00031791		VERIZON/CELL PHONE ACCESSORIES	\$157.27
		TXN00031863		SKILLSETS ONLINE/ONLINE TRAINI	\$2,995.00
		TXN00032008		THE HOME DEPOT #4746\glue and	\$10.54
		TXN00032036		WAPRO/PROVENCHEER CONFERENCE RE	\$175.00
		TXN00032060		ESS-EMP BACKGROUND CHECK	\$38.25
		TXN00032303		DRI PLANTRONICS/HEADSETS FOR D	\$57.60
		TXN00032339		ESS-EMPLOYEE BACKGROUNDS	\$116.50
		TXN00032351		OFFICE DEPOT #1078\COMBINATION	\$57.55
		TXN00032352		OFFICE DEPOT #1078/DRY ERASE M	\$18.35
CITY OF RICHLAND		17-124 LETTRICK	243977	17-124 SPRING FORUM & SECO	\$528.53
CORPORATE TRANSLATION SERVICES INC		104359	243984	TRANSLATION SRVCS-MAR 2017	\$190.10
ENTERPRISE RENT A CAR		04/17-45WA423	244103	17-124 LETTRICK CAR RENTAL	\$255.56
				17-071 OLLERMAN CAR RENTAL	\$38.94
FRONTIER		04/17 2061882381	244328	GENERAL 04/10-05/09/17	\$242.37
LANGUAGE LINE SERVICES LLC		4048725	244358	E911 TRANSLATION-MAR	\$17.84
LETTRICK, R. KIM		17-124 LETTRICK	244011	17-124 SPRING FORUM & SECO	\$50.92
MOON, TAE-IM PHD		040117	244110	PSYCH EVALUATION-CANNON	\$400.00
ON SCENE MEDICAL SERVICES, P.C.		00023	244371	PRE EMP-PHYS/VAC/HEARING/RESP	\$235.00
POCKETINET COMMUNICATIONS INC		182883	244036	WIRELESS TRNSPRT/INTERNET-MAY	\$268.27
VERIZON WIRELESS		9783382900	244422	CELL PHONES 03/7-04/6/17	(\$82.32)
E911 OPERATIONS TOTAL ****					\$6,031.27
SOUTHEAST COMMUNICATIONS CTR Total ***					\$12,916.32
FUND	642	800 MHZ PROJECT			
Division:	610	800 MHZ			
BANK OF AMERICA		TXN00031951	244249	TESTED RF CABLES\CABLES FOR RA	\$184.35
		TXN00032130		HARBOR FREIGHT TOOLS 49\TOOLS	\$16.27
		TXN00032302		ELTEK, INC\FLATPACK1 48V 1500W	\$270.00
BENTON PUD		03/17-513	243963	UTILITY SRVCS 2/23-3/27	\$619.50
KLICKITAT COUNTY PUD		03/17-69552623	244357	GOLGATHA UTILITIES 02/28-03/31	\$292.31
SMARSH, INC.	P057448	INV00218895	244398	TEXT ARCHIVING - CJIS REQ	\$309.11
800 MHZ TOTAL ****					\$1,691.54
800 MHZ PROJECT Total ***					\$1,691.54
FUND	643	EMERGENCY MANAGEMENT			
Division:	620	STATE / LOCAL ASSISTANCE			



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00031904	244249	KRISPY KREME #1245\DONUTS FOR	\$19.98
		TXN00031912		STARBUCKS STORE 14483\COFFEE F	\$34.64
CALVERT, BRIAN		17-168 CALVERT	243969	17-168 TYPE 3 TEAM INTERAGE	\$14.00
POCKETINET COMMUNICATIONS INC		182883	244036	WIRELESS TRNSPRT/INTERNET-MAY	\$57.49
SMARSH, INC.	P057448	INV00218895	244398	TEXT ARCHIVING - CJIS REQ	\$154.56
	P057448			TEXT ARCHIVING - CJIS REQ	\$154.55
VERIZON WIRELESS		9783382900	244422	CELL PHONES 03/7-04/6/17	\$98.85
XEROX CORPORATION		088719472	244084	MX4-322159 BASE/PRINTS MARCH	\$62.11
STATE / LOCAL ASSISTANCE TOTAL ****					\$596.18
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
BANK OF AMERICA		TXN00031756	244249	WAL-MART #3261\POP FOR RADIATI	\$18.27
		TXN00031762		STARBUCKS STORE 00377\COFFEE F	\$34.64
		TXN00031778		YOKES WEST RICHLAND\DONUTS&ICE	\$26.88
		TXN00031798		YOKES WEST RICHLAND\DONUTS FOR	\$20.91
		TXN00031804		STARBUCKS STORE 00377\COFFEE F	\$34.64
		TXN00031809		STARBUCKS STORE 00377\COFFEE F	\$34.64
		TXN00031845		STAPLES/LAMINATE POUCHES	\$84.52
		TXN00031903		COSTCO WHSE #0486 - Credit/RET	(\$35.97)
		TXN00031957		STAPLES/ANTIBIOTIC CREAM FOR F	\$31.16
		TXN00032011		SAFEWAY STORE00003335\BEVERAG	\$50.63
		TXN00032030		SOME BAGELS INC - RICH\BAGELS	\$34.72
		TXN00032039		STARBUCKS STORE 14483\COFFEE F	\$51.97
		TXN00032091		STAPLES/DAVIS WHITEBOARD	\$59.73
		TXN00032300		IMAGES SI/RADIOISOTOPE,CERT OF	\$495.71
CITY OF RICHLAND		4284561	244163	BCES UTILITY SRVC 03/01-4/03	\$811.49
FRONTIER		04/17 5096282600	244328	LONG DISTANCE 04/10-05/9/17	\$491.03
POCKETINET COMMUNICATIONS INC		182883	244036	WIRELESS TRNSPRT/INTERNET-MAY	\$57.49
VERIZON WIRELESS		9783382900	244422	CELL PHONES 03/7-04/6/17	\$98.85
WATER SOLUTIONS INC		15694	244073	WATER FILTRATION 4/7-5/6/17	\$16.83
XEROX CORPORATION		088719472	244084	MX4-322159 BASE/PRINTS MARCH	\$62.11
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$2,480.25
Division:	622	DOE EMERGENCY PREPAREDNESS			
BANK OF AMERICA		TXN00032091	244249	STAPLES/DAVIS WHITEBOARD	\$59.72
POCKETINET COMMUNICATIONS INC		182883	244036	WIRELESS TRNSPRT/INTERNET-MAY	\$57.49
VERIZON WIRELESS		9783382900	244422	CELL PHONES 03/7-04/6/17	\$320.55
XEROX CORPORATION		088719472	244084	MX4-322159 BASE/PRINTS MARCH	\$62.10
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$499.86
Division:	623	JURISIDICITION			
BANK OF AMERICA		TXN00031845	244249	STAPLES/FIRST AID KITS	\$27.56



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		4284561	244163	BCES UTILITY SRVC 03/01-4/03	\$811.49
DEVRIES BUSINESS SERVICES		0085357	243987	SHREDDING SRVCS-03/23/17	\$4.09
FRONTIER		04/17 5096282600	244328	LONG DISTANCE 04/10-05/9/17	\$491.03
POCKETINET COMMUNICATIONS INC		182883	244036	WIRELESS TRNSPRT/INTERNET-MAY	\$57.48
WATER SOLUTIONS INC		15694	244073	WATER FILTRATION 4/7-5/6/17	\$16.83
XEROX CORPORATION		088719472	244084	MX4-322159 BASE/PRINTS MARCH	\$62.10
JURISIDCTION TOTAL ****					\$1,470.58
EMERGENCY MANAGEMENT Total ***					\$5,046.87

FUND 803 UTILITY BILL CLEARING FUND

Division: 000

ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES	CISPAY13401	244095	Customer Refund	\$23.74
	CISPAY13402	244097	Customer Refund	\$71.26
	CISPAY13403	244101	Customer Refund	\$42.98
	CISPAY13404	244125	Customer Refund	\$468.45
	CISPAY13405	244087	Customer Refund	\$47.03
	CISPAY13406	244107	Customer Refund	\$100.04
	CISPAY13407	244143	Customer Refund	\$486.27
	CISPAY13408	244108	Customer Refund	\$87.26
	CISPAY13409	244129	Customer Refund	\$67.94
	CISPAY13410	244104	Customer Refund	\$294.29
	CISPAY13411	244120	Customer Refund	\$51.70
	CISPAY13412	244128	Customer Refund	\$94.64
	CISPAY13413	244085	Customer Refund	\$52.23
	CISPAY13414	244117	Customer Refund	\$136.69
	CISPAY13415	244121	Customer Refund	\$53.27
	CISPAY13416	244364	Customer Refund	\$666.78
	CISPAY13417	244353	Customer Refund	\$57.73
	CISPAY13418	244352	Customer Refund	\$96.44
	CISPAY13419	244322	Customer Refund	\$26.03
	CISPAY13420	244392	Customer Refund	\$29.99
	CISPAY13421	244368	Customer Refund	\$86.70
	CISPAY13422	244414	Customer Refund	\$19.00
	CISPAY13423	244395	Customer Refund	\$4.28
	CISPAY13424	244308	Customer Refund	\$397.07
	CISPAY13425	244365	Customer Refund	\$48.33
	CISPAY13426	244355	Customer Refund	\$9.50
	CISPAY13427	244372	Customer Refund	\$46.80
	CISPAY13428	244378	Customer Refund	\$1.71
	CISPAY13429	244397	Customer Refund	\$123.66



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY13430	244362	Customer Refund	\$69.95
		CISPAY13431	244343	Customer Refund	\$31.27
		CISPAY13432	244374	Customer Refund	\$99.34
		CISPAY13433	244354	Customer Refund	\$108.33
		CISPAY13434	244323	Customer Refund	\$335.72
		CISPAY13435	244332	Customer Refund	\$143.00
		CISPAY13436	244384	Customer Refund	\$116.83
		CISPAY13437	244339	Customer Refund	\$101.36
UNASSIGNED TOTAL ****					\$4,697.61
UTILITY BILL CLEARING FUND Total ***					\$4,697.61



City Of Richland

VL-1 Voucher Listing

From: 4/10/2017 To: 4/21/2017

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

\$2,701,083.10

Number of Invoices

Amount

Vouchers In Richland	189	\$102,814.84
Vouchers In Tri Cities	156	\$587,128.79
Vouchers In WA	243	\$722,696.05
Vouchers Outside WA	1238	\$1,288,443.42
Vouchers Final Total.....	1826	\$2,701,083.10

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$677.38	0.03%
2	BENEFITS	\$19,532.82	0.72%
3	SUPPLIES	\$287,061.65	10.63%
4	OTHER SERVICES & CHARGES	\$930,701.37	34.46%
5	INTERGOVERNMENTAL SERVICES	\$46,532.63	1.72%
6	CAPITAL PROJECTS	\$421,630.74	15.61%
	MACHINERY & EQUIPMENT	\$642,080.81	23.77%
	REFUNDS	\$4,697.61	0.17%
9	INTERFUND SERVICES	\$535.78	0.02%
	INVENTORY PURCHASES	\$347,632.31	12.87%
	Total	\$2,701,083.10	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Reports and Comments

Key Element:

Subject:

City Manager

Department:

City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Reports and Comments

Key Element:

Subject:

City Council

Department:

City Council

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 05/02/2017

Agenda Category: Reports and Comments

Key Element:

Subject:
Mayor

Department:
City Council

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments: